

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the 25th. day of October, in the year nineteen hundred and twenty-six, the following Order to docket suit was filed for record, to wit:

Herbert E. Perkins, Atty. for collection,	:	In the Circuit Court for
	:	Queen Anne's County,
Vs.	:	Maryland,
Wm. H. Brown.	:	In Equity, No.

Mr. B. Hackett Turner, Clerk:

Docket case as above entitled, make copy of mortgage, Wm. H. Brown to Stephen Goldsberry, dated March 24th., 1922, and recorded in Liber J.F.R. No. 8, folio 576, approve bond and enter my appearance for the Plaintiff.

Herbert E. Perkins
Atty. for Plaintiff.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the twenty eighth day of October, 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, Herbert E. Perkins, and R. Hynson Rogers, surety of Kent County, Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Hundred (\$400.00) dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 23rd. day of October, in the year one thousand nine hundred and twenty six.

WHEREAS, the above bounden Herbert E. Perkins, attorney for collection has instituted foreclosure proceedings under the power contained in a mortgage from Wm. H. Brown to Stephen Goldsberry, dated 24th. day of March, 1922, and recorded in Liber J.F.R. No. 8, folio 576, and assigned to the said Herbert E. Perkins, atty. for collection, the said mortgage being in arrear on account of non-payment of principal and interest.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Herbert E. Perkins, does 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 of the Circuit Court in Equity, of Queen Anne's County, Maryland, 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 A. Pennington.

Herbert E. Perkins, (SEAL)

R. Hynson Rogers (SEAL)

The following endorsement on the foregoing bond appears, to wit:

The Surety on the above bond would be accepted in above penalty if offered in this Court.

Oct. 26, 1926.

Seal-Circuit
Court for
Kent Co.

Robert R. Ayres, Clerk.

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed Oct. 28th. 1926.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 257, 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 28th. day of November, in the year 1926.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE.
Filed Oct. 25-1926.

#9290. QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the 19th. day of May, in the year nineteen hundred and twenty two, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this 24th. day of March, in the year nineteen hundred and Twenty-two, by and between Wm. H. Brown, widower, Mortgagor, of Queen Anne's County, State of Maryland, of the one part, and Stephen Goldsberry, of Queen Anne's County, State of Maryland, Mortgagee, of the other part.

WHEREAS, the said Mortgagor is justly indebted unto said Mortgagee in the full sum of One Hundred Seventy-eight & 70/100 (being money loaned and advanced by said Mortgagee to said Mortgagor) for which said sum and the interest thereon the said Mortgagor has passed to said Mortgagee his three promissory notes payable at The Third National Bank of Chestertown, Maryland, all bearing even date herewith: one of them for said principal sum of One Hundred Seventy-eight & 70/100 Dollars, payable one year after date; and the other two of said notes for the sum of Five & 36/100 Dollars each (for interest on said loan) payable respectively at six and twelve months after date, and containing provisions for the confession of judgment, debt, interest and costs including an attorneys fee of ten per cent for collection, and having endorsed across their faces in red ink the words "Secured by mortgage".

AND WHEREAS, this Mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times limited in the 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 William H. Brown does grant unto the said Stephen Goldsberry, his heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in the Seventh Election District of Queen Anne's County aforesaid, and described as follows, to wit:

Tract of land in Queen Anne's County on or near the road Church Hill to Forman's Branch, and adjoining the Church Lot at Ewingtown and contained in the following metes and bounds, viz: Beginning at a stone, and runs North $88\frac{1}{4}^{\circ}$ West, 12.6 perches to a lot, then South $1\frac{1}{4}^{\circ}$ West, 25.4 perches to a road, then South $88\frac{1}{4}^{\circ}$ East 12.6 perches to a stake, then North $1\frac{1}{4}^{\circ}$ East, 25.4 perches to the place of beginning, containing two acres of land, more or less. It being the same land which was conveyed to the said Wm. H. Brown by deed from John T. Baxter and Martha O. Baxter, his wife, bearing date the 11th day of January, 1905, and recorded among the Land Records of said Queen Anne's County, in Liber J. E. G. No. 7, folio 293.

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 pass to the purchaser of said property.

TO HAVE AND TO HOLD, the aforesaid piece or parcel of ground and premises unto and to the proper use and benefit of the said Stephen Goldsberry, his heirs and assigns forever.

PROVIDED, that if the said Wm. H. Brown, his heirs, executors, administrators or assigns, shall pay each of said notes at the times and in the manner limited in each of them respectively, including five per cent. commission for collecting any of said notes 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 Wm. H. Brown, 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 Wm. H. Brown, 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 Stephen Goldsberry, his heirs or assigns, or Sidney P. Townshend, of Chestertown, Maryland, his Attorney or Agent, is 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; 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 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 Mortgagor, his 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 Wm. H. Brown, for himself and for his heirs, personal representatives and assigns, does hereby further covenant to and with the said Mortgagee, his heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers herein before 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 Mortgagor, for himself and for his 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 affected thereon to be so framed or indorsed, as in case of fire, to insure, to the benefit of the said Stephen Goldsberry, or his assigns, to the extent of his or their lien or claim hereunder.

AND the said Mortgagor, for himself, and for his 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 Mortgagor does further covenant that he 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 the hand and seal of the said mortgagor.

TEST: Sidney P. Townshend.

William H. Brown (SEAL)

STATE OF MARYLAND, Kent County, TO WIT:

I HEREBY CERTIFY, that on this 24th. day of March, in the year nineteen hundred and twenty-two, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Wm. H. Brown, and he acknowledged the foregoing Mortgage to be his act.

As witness my hand and Notarial Seal.

Notary
Public
Seal.

Sidney P. Townshend
Notary Public.

STATE OF MARYLAND, Kent County, to wit:

I HEREBY CERTIFY, that on this _____ day of _____ in the year nineteen hundred and twenty-two, before the subscriber, a Notary Public of the State of Maryland, in and for _____ aforesaid, personally appeared Stephen Goldsberry, and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

As witness my hand and Notarial Seal.

Notary
Public
Seal.

Sidney P. Townshend
Notary Public.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 25th. day of October, in the year nineteen hundred and twenty six, the following Assignment was brought to be recorded, to wit:

I hereby assign the within and foregoing mortgage to Herbert E. Perkins, Atty. for collection.

As witness my hand and seal this 23rd. day of October, 1926.

TEST: Herbert E. Perkins.

Stephen Goldsberry (SEAL)

Filed Oct. 25th. 1926.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. #8, folio 576 etc., a Land Record Book for Queen Anne's County.

Seals
Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 25th. day of October, A. D. nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

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REPORT OF SALE.
Filed Nov. 30th. 1926.

Herbert E. Perkins; (In the Circuit Court for
Atty. and Assignee,) Queen Anne's County, Md.
vs. (In Equity, No. -
Wm. H. Brown.)

To the Honorable, the Judges of said Court:

The report of Sale by Herbert E. Perkins, Attorney and Assignee of the mortgage from Wm. H. Brown to Stephen Goldsberry, dated the 24th. day of March, 1922, and recorded among the Land Records for Queen Anne's County, in Liber J.F.R. No. 8, folio 576, after default having been made in the payment of said mortgage and interest, mortgage duly assigned to Herbert E. Perkins, Attorney and Assignee, for the purpose of foreclosure and collection, the said assignment being recorded among the Land Records for Queen Anne's County.

That 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, a weekly newspaper printed and published in Queen Anne's County, Maryland, for at least twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Court House Door, in Centreville, Queen Anne's County, Maryland, on the 23rd. day of November, 1926, at 2 o'clock P.M. and then and there proceeded to offer at public sale, said property in manner following, that is to say:

Your Petitioner offered the lot of land, situated in Seventh Election District, Queen Anne's County, Maryland, on or near road from Church Hill to Forman's Branch, and adjoining the Church lot at Ewingtown, containing two acres of land more or less, and sold the same for the sum of Two Hundred and ninety dollars (\$290.00) to Stephen Goldsberry, he being the highest bid received for said property, and the terms of sale have been complied with.

Respectfully submitted.

Herbert E. Perkins
Attorney and Assignee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 24 day of November, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Attorney and 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.

Notary
Public
Seal.

Mary A. Pennington, formerly

Mary E. Anderson
Notary Public.

Filed Nov. 30th. 1926.

N I S I.

Herbert E. Perkins, Atty. and
Assignee,

vs.

Wm. H. Brown.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2672.

ORDERED, This 30th. day of November, A. D. 1926, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Atty. and Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of January, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of December next.

The Report states the amount of sales to be \$290.00.

Filed November 30th. 1926.

B. Hackett Turner, Clerk.

Certificate of Publication of
Advertisement Order Nisi.

Filed Mar. 30th. 1927.

ORDER NISI.

Herbert E. Perkins, Attorney and Assignee,

vs.

Wm. H. Brown.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2672.

Ordered, This 30th. day of November, A. D. 1926, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Atty. and Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of January next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of December next.

The Report states the amount of sales to be \$290.00.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed Nov. 30, 1926.

THE CENTREVILLE RECORD.

Centreville, Md., Mar. 30, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Herbert E. Perkins, Atty. & Assignee, vs. Wm. H. Brown, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 27 day of December, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

by E. H. Brown, Jr.

Certificate of Publication of
Advertisement of Sale.

Filed Mar. 31st. 1927.

MORTGAGEE'S SALE OF SMALL TRACT OF LAND
IN EWINGTOWN.

By virtue of the power contained in the mortgage from Wm. H. Brown to Stephen Goldsberry, dated March 24, 1922, and recorded in Liber J. F. R. No. 8, folio 576, one of the Land Records of Queen Anne's County, Maryland, and assigned to Herbert E. Perkins, Attorney for collection, which assignment was dated October 23rd. 1926, and duly recorded among the Land Records, the undersigned as Assignee and Attorney for collection will offer at public sale at the Court House Door in Centreville, Maryland, on TUESDAY, NOV. 23rd. '26, at 2 o'clock P.M.

All that tract of land situate in Seventh Election District Queen Anne's County, on or near road from Church Hill to Forman's Branch, and adjoining the Church lot at Ewingtown, containing 2 ACRES OF LAND, more or less. Improved by a two-story FRAME HOUSE and other buildings.

TERMS OF SALE:- One-half in cash on day of sale, and balance of purchase money in six months with interest on deferred payment; title papers at the expense of the purchaser.

HERBERT E. PERKINS,

Assignee and Attorney for Collection.

THE CENTREVILLE RECORD.

Centreville, Md., Mar. 30, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Advertisement in the case of H.E. Perkins, Assignee & Atty, vs. Wm. H. Brown, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd. day of Nov. in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.
By E.H. Brown, Jr.

STATEMENT OF MORTGAGE DEBT.
Filed March 30th. 1927.

Herbert E. Perkins, : In the Circuit Court for
Assignee & Attorney, : Queen Anne's County, Md.
Versus :
Wm. H. Brown. : In Equity, No.
:

STATEMENT OF MORTGAGE DEBT.

Principal of mortgage, dated 24th. day of Mar. 1922	\$178.70
Int. from Mar. 24th. 1922, to June 8th. 1925	<u>34.49</u>
	213.19
Cr. June 8th., 1925	<u>15.00</u>
Int. to Aug. 14th. 1925	<u>198.19</u>
	1.98
	200.17
Cr. Aug. 14th. 1925	<u>4.00</u>
	196.17
Int. to Nov. 23rd. 1926	<u>14.71</u>
	210.88

Herbert E. Perkins
Assignee & Attorney.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 25th. day of March, 1927, before me, the subscriber, a Notary Public of State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, and made oath in due form of law that the above Statement of Mortgage Debt is true and correct to the best of his knowledge and belief.

Notary
Public
Seal.

Mary A. Pennington, formerly

Mary E. Anderson
Notary Public.

FINAL ORDER OF RATIFICATION.

Ordered, by the Circuit Court for Queen Anne's County, In Equity, this 30th. day of March, 1927; that the sale made and reported by Herbert E. Perkins, 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 cause; and the Attorney and Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Filed Mar. 31st. 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.

Herbert E. Perkins, attorney, vs. William H. Brown, mortgagor.

Cause No. 2672.

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 following manner:

Herbert E. Perkins, the party making the mortgage sale of the cause, is first charged with the gross amount of the sale made by him, and herthen thereout allowed the costs of advertising the notice of sale and the several orders nisi of the cause, court costs of the cause, his commissions per terms of the mortgage and the fee of the auditor.

The balance remaining after these allowances is not sufficient to pay the mortgage debt in full and is awarded unto the Herbert E. Perkins as the assignee of the mortgage on account of the mortgage claim.

The auditor appends below the account a statement showing the mortgage debt standing after application to the debt of the amount above mentioned.

Respectfully submitted,

April 13, 1927.

Madison Brown
Auditor.

The proceeds of the sale of the mortgaged real estate of William H. Brown, mortgagor, in account with Herbert H. Perkins, assignee of mortgage, person making the mortgage sale under the mortgage mentioned in this cause.

1926.	Cr:		
Nov. 23	By gross amount of the mortgage sale, per report of sale filed, to wit:		\$290.00
	Dr:		
" "	To Herbert E. Perkins, assignee, person making the mortgage sale, for his compensation, per terms of the mortgage, to wit: the sum of	\$20.30	
	To do., for the costs of advertising notice of sale and order nisi thereon, in Centreville Record, per account exhibited, to wit:	34.25	
	To do., for the court costs of this cause, per statement of the clerk, as follows:		
	Appearance fee of H.E. Perkins,	10.00	
	Costs of B.H. Turner, clerk,	<u>18.75</u>	28.75
	To do., for costs of advertising the order nisi to be passed as to this account:	3.00	
	To do., for costs of certain affidavits filed in this cause, one on report of sale and one statement of mortgage debt, per statement:	.50	
	To Madison Brown, auditor, for stating this account, the sum of	4.50	
	To Herbert E. Perkins, assignee of mortgage, on account of his mortgage claim, this balance, which is not sufficient to pay the mortgage debt in full, to wit: sum of	\$198.70	
		\$290.00	\$290.00

Statement of Mortgage Debt.

William H. Brown, mortgagor, in account with Herbert E. Perkins, assignee of mortgage,

To amount of the mortgage debt due Nov. 23, 1926, day of sale, per statement filed, to wit:	Dr:	\$210.88
By amount of the net sale applicable thereto from above:	Cr:	<u>198.70</u>
Balance due with interest thereon from Nov. 23, 1926.		\$ 12.18

April 13, 1927.

Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT.

Herbert E. Perkins, Attorney,

vs.

William H. Brown.

(IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY.

(CASE NO. 2672.

ORDERED, This 13th. 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.

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Certificate of Publication of
Advertisement Nisi Ratification
of Audit.
Filed May 9th. 1927.

NISI RATIFICATION OF AUDIT.

Herbert. E. Perkins, Attorney,
vs.
William H. Brown.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2672.

Ordered, this 13th. 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.

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

Filed April 13, 1927.

THE CENTREVILLE RECORD°

Centreville, Md., May 9, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Herbert E. Perkins, Atty. vs. William H. Brown, Case #2672, 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 29th day of April, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

ORDER OF COURT RATIFYING AUDIT.

It is ordered this 10th. day of May, in the year 1927, 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 hereby is finally ratified and confirmed; no cause to the contrary having been shown, although notice appears to have been given as directed in the order nisi previously passed thereon; and the Assignee is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

Filed May 10th. 1927.

Thomas J. Keating.



No. 2651 CHANCERY.

QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the 11th. day of June, in the year nineteen hundred and twenty-seven, the following Order to docket suit was filed for record, to wit:

Herbert E. Perkins,	:	In the Circuit Court for
Atty. for Collection,	:	Queen Anne's County,
vs.	:	Maryland,
Samuel G. Wilson, and	:	In Equity, No.
Viola Wilson.	:	

B. Hackett Turner, Clerk:

Please docket case as above entitled, record assignment of mortgage, make certified copy of mortgage, and enter my appearance for the Complainant, and approve Bond.

Herbert E. Perkins
Atty. for Complainant.

CERTIFIED COPY OF
MORTGAGE AND ASSIGNMENT.

Filed June 11th. 1926.

#8750. 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 12th. 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 9th day of August, in the year nineteen hundred and twenty-one, by and between Samuel G. Wilson and Viola Wilson, his wife, Mortgagors, of Queen Anne's County, State of Maryland, of the one part, and Sarah Wilson, of Kent County, State of Maryland, Mortgagee, of the other part.

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee in the full sum of Six Thousand Dollars, being part of the purchase money, for the real estate hereinafter described (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 seven promissory notes payable at "The Third National Bank of Chestertown, Maryland, all bearing even date herewith: one of them for said principal sum of Six Thousand Dollars payable three years after date; and the other six of said notes for the sum of One Hundred and eighty dollars, each (for interest on said loan) payable respectively at six, twelve, eighteen, twenty-four, thirty, thirty-six months after date and each of said notes containing provision for the confession of judgment, debt, interest and costs, including an attorneys fee of ten per cent and each of said notes having endorsed across its face in red ink, the words "Secured by Mortgage".

AND WHEREAS, this Mortgage is made to secure the payment of said debt and the interest thereon, in the manner and at the times limited in the aforesaid promissory notes 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 Samuel G. Wilson and Viola Wilson, his wife, do grant unto the said Sarah Wilson, her heirs and assigns, in fee simple, all those two pieces or parcels of ground situate, lying and being in the Seventh Election District of Queen Anne's County, aforesaid, and described as follows, to wit:

Lot No. 1. being all that tract or parcel of land adjoining the lands of the heirs of the late Dr. S. E. Ford, Mrs. Emma Snitcher, and others, and containing 157 acres, 3 roods, and 32 1/2 perches of land, more or less. It being the same farm described in a deed from Clifton L. Jarrell, Executor of the last will and testament of Perry Wilson, to the said Samuel G. Wilson, bearing even date herewith, and intended to be recorded among the land records of said Queen Anne's County, immediately preceding the record of this mortgage.

Lot No. 2. being all that tract or parcel of woodland situate, lying and being in the Seventh Election District of said Queen Anne's County, adjoining the lands of Catherine F. Walker and others and containing 30 acres of land more or less, it being the same land which was conveyed to the said Samuel G. Wilson, by deed from Clifton L. Jarrell, Executor of the last Will and Testament of Perry Wilson, bearing even date herewith, and intended to be recorded among the Land Records of said Queen Anne's County immediately preceding the record of this mortgage, which mortgage is to be a first mortgage against the above described property.

And also the following personal property, to wit:

1 Sorrell Mare, Bessie, 8 years old; 1 bay horse, David, 8 yrs. old; 1 Bay horse, Mac, 7 years old; 1 black horse, Frank, 8 yrs. old; 1 sorrel horse, Jack, 15 yrs. old; 1 bay horse, George, 15 yrs old; 1 brown mare, Bessie, 12 yrs. old; 1 sorrell mare, Della, 8 yrs. old; 1 Dehorn red and white cow; 12 yrs. old; 1 dehorn cow with dark head, 13 yrs. old; 1 horned black and white cow; 4 yrs. old; 1 dehorn black and white cow, 5 yrs.

old, 1 dshorn black and white cow, 2 yrs. old; 1 horned black and white cow, 2 yrs. old; 1 dehorn white and red cow, 12 yrs. old; 1 dehorned red cow, 10 yrs. old; 1 dehorned white cow, 7 yrs. old; 1 dehorned all black cow, 1 yr. and 6 months old. 1 McCormick Binder in good condition, 1 Superior Grain drill in good condition, 1 Disc Harrow in good condition, 1 Twin Square Drag, 1 Spring Tooth Harrow; 2 Oliver Riding Plows No. 40, 1 No. 98 Oliver Walking Plow, 1 Horse South Bend plow, 2 Sulky Cultivators, (Iron Edge), 2 Chapman and Lambert Farm Wagons in good condition, 1 Dearborn in good condition.

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 pass to the purchaser of said property.

TO HAVE AND TO HOLD, the aforesaid lots or parcels of ground and premises unto and to the proper use and benefit of the said Sarah Wilson, her heirs and assigns forever.

PROVIDED, that if the said Samuel G. Wilson and Viola Wilson, their heirs, executors, administrators or assigns, shall pay each of said notes at the times and in the manner limited in each of them respectively, including five per cent. commission for collecting any of said notes 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 Samuel G. Wilson and Viola Wilson, 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 Samuel G. Wilson and Viola Wilson, 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 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 Sarah Wilson, or Sidney P. Townshend of Chestertown, Maryland, her Attorney or Agent, is 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; 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 of the said Mortgagee, her personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives 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 Samuel G. Wilson and Viola Wilson, Mortgagors, for themselves and for their heirs, personal representatives and assigns, do hereby further covenant to and with the said Mortgagee, her heirs, personal representatives and assigns, to pay to the party undertaking to make sale of said property under the powers herein before 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 mortgage 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 indorsed, as in case of fire, to inure to the benefit of the said Sarah Wilson or her assigns, to the extent of hers 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 her personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this Mortgage paid by the said Mortgagee, or her personal representatives or assigns hereunder.

AND the said Mortgagors do further covenant that they will neither do, nor suffer to be done, pending the existence of this Mortgage, any act or thing whereby the said premises and land may be depreciated or lessened in value.

WITNESS the hands and seals of the said mortgagors.

Test:

Alice R. Smith.

Samuel G. Wilson (SEAL)

Viola Wilson (SEAL)

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th. day of August, in the year nineteen hundred and twenty-one, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Samuel G. Wilson and they acknowledged the aforesaid Mortgage to be their act.

As witness my hand and notarial seal.

Notary
Public
Seal.

Alice R. Smith.
Notary Public.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th. day of August, in the year Nineteen Hundred and Twenty-one, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Sarah Wilson, and made oath in due form of law, that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth.

As witness my hand and Notarial Seal.

Notary
Public
Seal.

Alice R. Smith
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the 11th. day of June, in the year nineteen hundred and twenty six, the following Assignment was brought to be recorded, to wit:

I hereby assign the within mortgage to Herbert E. Perkins, attorney for collection.
As witness my hand and seal this 9th. day of June, 1926.

Witness: Sarah E. Waters.

Sarah Wilson (SEAL)

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

I hereby certify that the aforesaid is truly taken and copied from Liber J.F.R. #7, folio 270 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 11th. day of June, A.D. nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed June 11th. 1926.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eleventh day of June, 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, Herbert E. Perkins, Principal, and Fidelity and Deposit Company, of Maryland; Surety, of Baltimore, Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of six thousand (\$6,000.00) dollars, to be paid to the said State 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 with our seals and dated this 10th. day of June, in the year one thousand nine hundred and twenty six.

WHEREAS, the above bounden Herbert E. Perkins, attorney for collection is about to foreclose the mortgage under power of sale contained in mortgage from Samuel Wilson and Viola Wilson, to Sarah Wilson, dated 9th. day of August, 1921, and recorded in Liber J.F.R. No. 7, folio 270, one of the land record books of said Queen Anne's County, on account of default in both principal and interest.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Herbert E. Perkins, does 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:

Mary A. Pennington.

Seal's
Place.

Herbert E. Perkins (SEAL)
Fidelity and Deposit
Co. of Maryland (SEAL)
By Herbert E. Perkins. (SEAL)
Atty. in fact.

And on the back of the foregoing bond was thus endorsed, to wit: Security approved and Bond filed June 11th. 1926.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 231 etc., a Bond Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 11th. day of June, in the year 1926.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Aug. 19th. 1926.

Herbert E. Perkins, Assignee,
Atty. for Collection,

:
:
:
:
:
:
:

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

Vs.

Samuel G. Wilson and
Viola Wilson.

The Report of Sale of Herbert E. Perkins, Assignee and Attorney for Collection, under power in mortgage from Samuel G. Wilson and Viola Wilson to Sarah Wilson, dated August 9th. 1921, and recorded in Liber J.F.R. No. 7, Folio 270, and assigned to Herbert E. Perkins, Attorney for Collection.

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 giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Centreville Record", a weekly newspaper published in Queen Anne's County, for at least twenty days before the day of sale; he did, pursuant to said notice, attend at Centreville, Maryland, on the 13th. day of July, 1926, at 2 o'clock P.M. and then and there proceeded to sell said property in manner following, that is to say:

The said Herbert E. Perkins, Attorney, offered at public sale to the highest bidder the property as described in advertisement.

FIRST:- All that farm situated on the road leading from Union Church to Ewington, in the Seventh Election District of Queen Anne's County, adjoining the lands of heirs of late Dr. S. E. Ford, Mrs. Emma Snitcher and others, and containing 157 acres, 3 roods, 32 1/4 perches of land, more or less.

SECOND:- All that tract of woodland, situate, lying and being in said Queen Anne's County, about one mile from the farm above described, adjoining the lands of Catherine F. Walker and others, and containing 30 acres of land, more or less.

And the highest bid received for parcel No. 1 being the sum of \$4200.00, which he deemed inadequate, the same was withdrawn and announcement made that it could be purchased at private sale.

And the highest bid received for parcel No. 2 being the sum of \$275.00, which he deemed inadequate, the same was withdrawn and announcement made that it could be purchased at private sale.

That afterwards the said Herbert E. Perkins, Attorney, sold at private sale, the said two parcels to Arthur J. Rochester for the sum of \$4900.00, same being considered a fair price, and the terms of sale have been complied with.

Respectfully submitted.

Herbert E. Perkins
Atty. for collection.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 18 day of August, 1926, before me, the subscriber, a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Herbert E. Perkins, 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.

Notary
Public
Seal.

Mary A. Pennington, formerly
Mary E. Anderson
Notary Public.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT SALE.

Filed Aug. 19th. 1926.

ASSIGNEE'S SALE OF VALUABLE FARM AND TRACT
OF WOODLAND.

In Queen Anne's County, Maryland.

By virtue of the power contained in the mortgage from Samuel G. Wilson and Viola Wilson, his wife, to Sarah Wilson, dated 9th. day of August, 1921, duly recorded among the Land Records of Queen Anne's County, in Liber J. F. R. No. 7, folio 270, and assigned to Herbert E. Perkins, Attorney for Collection, the undersigned as Attorney for collection will offer at public sale, at the Court House Door in Centreville, Maryland, on TUESDAY, JULY 13, 1926,

Beginning at the hour of 2 o'clock

FIRST:- All that farm situated on the road leading from Union Church to Ewington in the Seventh Election District of Queen Anne's County, adjoining the lands of heirs of late Dr. S. E. Ford, Mrs. Emma Snitcher and others, containing 157 acres, 3 rods, 32 1-4 perches of land, more or less, and now occupied by Samuel G. Wilson and wife.

Improved by a frame house, 1 1-2 story, containing 6 rooms; and stable and other out-buildings.

SECOND:- All that tract of woodland, situate, lying and being in said Queen Anne's County, about one mile from farm above described, adjoining the lands of Catherine F. Walker and others, and containing 30 acres of land, more or less.

TERMS OF SALE:- One third of the purchase money to be paid in cash on the day of sale, and the balance in two equal installments, payable in one and two years from the day of sale; all unpaid purchase money to bear interest from the day of sale and to be secured to the satisfaction of the Attorney for collection. All title papers at the cost of the purchaser.

HERBERT E. PERKINS,
Attorney for Collection.

THE CENTREVILLE RECORD.

CENTREVILLE, Md., Aug. 19th. 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of Herbert E. Perkins, Atty. vs. Samuel G. Wilson & Viola Wilson, 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 13 day of July, in the year 1926.

Filed Aug. 19th. 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

N I S I.

Herbert E. Perkins, Assignee,
Atty. for collection,

vs.

Samuel G. Wilson and
Viola Wilson.

{ IN THE CIRCUIT COURT

{ FOR QUEEN ANNE'S COUNTY

{ IN EQUITY.

{ CHANCERY NO. 2651.

ORDERED, This 19th. day of August, A. D. 1926, that the sale the real estate made and reported in this cause by Herbert E. Perkins, Atty., 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 27th day of September next.

The Report states the amount of sales to be \$4900.00.

Filed Aug. 19th. 1926.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ORDER NISI.
Filed Nov. 4th. 1926.

ORDER NISI.

Herbert E. Perkins, Assignee,
Atty. for collection,
vs.

Samuel G. Wilson and Viola Wilson.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2651.

Ordered, This 19th day of August, A.D., 1926, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Atty., 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 27th day of September next.

The Report states the amount of sales to be \$4900.00.

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

Filed Aug. 19th. 1926.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Oct. 29, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Herbert E. Perkins, Assignee, Atty. for Collection, vs. Samuel G. Wilson and Viola Wilson, Chy. #2651, 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 27th day of September in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

FINAL ORDER OF RATIFICATION.

Ordered by the Circuit Court for Queen Anne's County, in Equity, this 8th. day of December, 1926, that the sale made and reported by Herbert E. Perkins, 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 Herbert E. Perkins, is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Filed Dec. 8th. 1926.

Thomas J. Keating.

STATEMENT OF MORTGAGE DEBT.
Filed Nov. 4th. 1926.

Herbert E. Perkins, Assignee and Attorney,	:	In the Circuit Court for
	:	Queen Anne's County,
Vs.	:	Maryland,
Samuel G. Wilson and Viola Wilson, his wife.	:	In Equity, No.
	:	

STATEMENT OF MORTGAGE DEBT.

Principal of mortgage, dated 9th. day of August, 1921,	\$6,000.00
Balance of mortgage interest note due Feb. 28th. 1926,	160.00
Int. note due August 8th. 1926,	<u>180.00</u>
	\$6,340.00.

Herbert E. Perkins
Assignee and Attorney.

By auditor

{ add interest Aug. 8, 1926 to Aug. 13/26.
{ due Aug. 13.

6.
6346.00.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 30th. day of October, 1926, 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 foregoing Statement of Mortgage debt is true and correct to the best of his knowledge and belief.

Notary
Public
Seal.

Mary A. Pennington, formerly

Mary E. Anderson
Notary Public.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed March 9th. 1927.

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

Herbert E. Perkins, assignee
of mortgage,

Cause No. 2651.

vs.

Samuel G. Wilson,
Viola Wilson, his wife.

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 Herbert E. Perkins, the party making the sales reported in this cause, with the gross amounts of the sales made by him and then by allowing him thereout as follows:
his commissions for making the sales, per terms of the mortgage under which the sales were made, costs of advertising notices of the sales and the order nisi on each sale, the charges of the auctioneer and of the clerk at the sale, court costs, taxes on property sold, and the fee of the auditor.

That the balance then remaining after these allowances is not sufficient to pay the mortgage debt in full and is in the within account distributed unto Herbert E. Perkins, assignee of the mortgage, on account of his claim. The auditor appends below a statement of the mortgage debt after this credit.

Respectfully submitted,

March 9, 1927.

Madison Brown
auditor.

Statement of mortgage debt.

Samuel G. Wilson and Viola Wilson, his wife, to Herbert E. Perkins, assignee
of mortgage,

Dr.

To amount of the mortgage debt due August 13-1927,
day of last sale.

\$6346.00

Cr: by amount of net sale distributed to assignee by within
account:

4911.14

To balance due by them to said assignee with interest thereon
from August 13, 1926:

\$1434.86

March 9, 1927.

Madison Brown
auditor.

The proceeds of the sales of the mortgaged real estate and personal property of Samuel G. Wilson and Viola Wilson, his wife, mortgagors, IN ACCOUNT WITH Herbert E. Perkins, assignee of the mortgages mentioned in this cause, vendor making the sale herein reported of both real and personal property granted and assigned by said mortgages.

1926.

Cr:

July 13. By gross proceeds of the sales of the real
estate under report filed August 19,
1926, to wit:

\$4900.00

August 13. By gross proceeds of the sales of the personal
property, per report filed October 2, 1926,
to wit:

441.50

Total amount of sales:

\$5341.50

Dr:

" To Herbert E. Perkins, assignee, party making
sales, for his commissions, per terms of
mortgage, the sum of

\$258.66

To Do., for the costs of certain affidavits
made by him, filed in this cause, per
account for same, to wit:

.75

To Do., for the costs of advertising in The
Centreville Record
costs of sale of farm, 30.00
costs of sale of personal
property 10.25
order nisi thereon, 5.00
order nisi on real estate, and 5.00
for handbills of both sales, 13.00

63.25

To Do., for amount of taxes for 1926 on property sold, paid by him, per tax collector's receipt, to wit:	\$25.95	
To Do., for amount paid auctioneer for crying sales, per bill for same:	20.00	
To Do., for amount paid clerk at sale of personal property, per receipt:	5.00	
To Do., for amount paid corporate surety on his bond, for bond, per receipt:	18.00	
To Do., for court costs as follows:		
costs of B.H. Turner, clerk:	19.75	
Appear. fee of H.E. Perkins,	<u>10.00</u>	29.75
To Do., for fee of Madison Brown, auditor, to be paid him for stating this account:	9.00	
To Herbert E. Perkins, assignee, in part payment of his mortgage debt, this balance, to wit: the sum of:	<u>\$4911.14</u>	
	\$5341.50	\$5341.50

March 9, 1927.

Madison Brown, auditor.

NISI RATIFICATION OF AUDIT.

Herbert E. Perkins, Assignee
of Mortgage,

vs.

Samuel G. Wilson,
Viola Wilson, his wife.

(IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S COUNTY
 (IN EQUITY.
)
 (CASE NO. 2651..
 (

ORDERED, This 9th. 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 5th. day of April, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 28th. day of March, 1927, in some newspaper printed and published in Queen Anne's County.

Filed March 9th. 1927.

B. Hackett Turner, Clerk.

ORDER OF COURT RATIFYING AUDIT.

It is ordered this 10th. day of May, in the year 1927, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed; no cause to the contrary having been shown, although notice appears to have been given as directed in the previous order nisi passed herein; and the Assignee is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

Filed May 10th. 1927.

Thomas J. Keating.

#2674 CHANCERY.

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the 11th. 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 I, Fred R. Owens, of Caroline County, State of Maryland, 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 seven hundred fifty dollars, to be paid 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 11th. day of November, in the year of our Lord 1926.

Whereas, the above bounden Fred R. Owens, by virtue of the power contained in a mortgage from Albert Bach to John E. Eveland, bearing date the 24th. day of January, 1923, and recorded among the mortgage records of Queen Anne County in Liber J.F.R. No. 10, folio 221, and duly assigned on Nov. 10, 1926, to the said Fred R. Owens for collection, which assignment is recorded at the foot of said mortgage, 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 Fred R. Owens 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 Fred R. Owens, has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its attorney in fact, attested by its Attorney in fact, the day and year first herein written.

Signed, sealed and delivered in the presence of:

Martha Beck.
Attest: Fred R. Owens.
Attorney in fact.

Seal's Place.

Fred R. Owens. (SEAL)
Fidelity and Deposit Company of Maryland.
By Fred R. Owens.
Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed Nov. 11th. 1926.

B. Hackett Turner, Clerk.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the foregoing Bond was truly taken and copied from Liber J.F.R. No. 1, fol. 254 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 Nov. in the year 1926.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENT.

#9795. QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the 26th. day of January, in the year nineteen hundred and twenty six, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this twenty-fourth day of January, in the year nineteen hundred and twenty three, by Albert Bach, of Queen Anne's County, State of Maryland, party of the first part, and John E. Eveland, of Caroline County, party of the second part.

WHEREAS, the said Albert Bach is indebted unto the said John E. Eveland in the full sum of Five Hundred dollars, cash loaned and advanced by him unto him this day, which said sum it is hereby agreed shall be repaid unto said party of the second part at the expiration of three years from the date of this mortgage, with interest thereon from date hereof, payable during said term of three years semi-annually; and whereas it was a condition precedent to said loan that this mortgage should be given to secure the said sum so loaned and the interest thereon to accrue and be paid as aforesaid.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said Albert Bach does grant and convey unto the said John E. Eveland, his heirs and assigns forever, in fee simple, all that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from the town of Queen Anne to Crouse's Mill, adjoining the lands of Sallie B. Jump and Joseph Greiner, and containing twenty-seven acres of land,

more or less; being called "The Sarah C. Stayton Property"; being the same land granted unto the said parties of the first part by James G. Stayton and wife, by deed bearing date of June 30th. Nineteen hundred twenty-one, said deed about to be recorded among the Land Record Books for Queen Anne's County.

TOGETHER with the building and improvements thereon and the rights, roads, ways, water, 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 John E. Eveland, his heirs and assigns forever.

PROVIDED, that if the said Albert Bach, his heirs, personal representatives or assigns shall well and truly pay or cause to be paid the aforesaid sum of Five Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, 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 Albert Bach 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, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Albert Bach, for himself, his heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of the same, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said John E. Eveland, his personal representatives or assigns, or his Attorney or Agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest, and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne County, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Ten Dollars, and a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity 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 Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

AND THE said Mortgagor, for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all Court costs and all 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 percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County, in Equity, which said expenses, costs and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or his Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Albert Bach, for himself, his 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, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least their insurable value, Five Hundred Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, 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.

WITNESS the hand and seal of the said Mortgagor.

Test: L. Irving Jones.

Albert Bach (SEAL)

STATE OF MARYLAND, Caroline County, to wit:

I HEREBY CERTIFY, that on this 24th. day of January in the year Nineteen Hundred and Twenty-three, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert Bach, widower, the Mortgagor named in the foregoing Mortgage to be his act. At the same time also appeared T. C. Horsey, Attorney for John E. Eveland, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is legally authorized to make the affidavit.

Notary
Public
Seal.

L. Irving Jones
Notary Public.

Queen Anne's County, to wit: BE it remembered that on the eleventh day of November, 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 mortgage to Fred R. Owens, for collection. As witness my hand and seal this 10th. day of November, 1926.

Test: Martha Beck.

John E. Eveland (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. #10, folio 221, 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 11th. day of November, A. D. 1926.

B. Hackett Turner, Clerk.

REPORT OF SALE.

Filed Dec. 20th. 1926.

FRED R. OWENS, ASSIGNEE,

VS.

ALBERT BACH, WIDOWER.

IN THE CIRCUIT COURT FOR

QUEEN ANNE COUNTY.

IN EQUITY. NO.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Fred R. Owens, Assignee, respectfully shows:

1. That Albert Bach, widower, executed and delivered to John E. Eveland a mortgage bearing date the 24th day of January, nineteen hundred and twenty-three, and duly recorded among the land records of Queen Anne County in Liber J.F.R. No. 10, Folio 221 etc., and which said mortgage was duly assigned to Fred R. Owens, for collection, as will fully appear by reference to certified copy of said mortgage filed in these proceedings as part hereof and marked Exhibit A.

2. That after default had occurred in the covenants and conditions of said mortgage and after having given bond with security for the faithful performance of his trust and after having complied with all the other pre-requisites as prescribed by law and the said mortgage and after having given 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 County, for more than twenty days before the day of sale, as will fully appear by copy of said advertisement with printer's certificate filed herewith as part hereof and marked Exhibit B.

3. That your Assignee did pursuant to the said notice, proceed to sell said property in front of Jump's Hardware Store at Queen Anne in Queen Anne County, Maryland, on Saturday, December 11th. 1926, between the hours of two and three o'clock P.M., your Assignee offered said lot or parcel of land as advertised at public sale to the highest bidder and the property mentioned in said mortgage was sold as follows, namely: All that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne County, State of Maryland, on the public road leading from the town of Queen Anne to Crouse's Mill, adjoining the lands of Sallie B. Jump and Joseph Greiner and containing TWENTY-SEVEN (27) ACRES of land, more or less, being called "The Sarah C. Stayton Property". Being the same land granted unto the said Albert Bach by James G. Stayton and wife, by deed dated June 30th. 1921, and recorded among the land records for Queen Anne County.

4. Your Assignee sold the above described property to John E. Eveland, of Caroline County, State of Maryland, for the sum of six hundred dollars (\$600.00), he being at that price the highest bidder therefor.

5. Your Assignee further reports that the terms of sale will be complied with upon ratification of sale.

Fred R. Owens
ASSIGNEE.

STATE OF MARYLAND, CAROLINE COUNTY, TO-WIT:

I hereby certify that on this 18th day of December in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Fred R. Owens, Assignee, and made oath in due form of law that the matters and things contained in the above report of sale are true to the best of his knowledge and belief and that said sale was fairly made.

AS WITNESS my hand and Notarial seal the day and year first above written.

Notary
Public
Seal.

Irene Roop
Notary Public.

Filed December 20th. 1926.

Certificate of Publication
of Advertisement of Sale.
Filed Dec. 20/26.

ASSIGNEE'S SALE OF FARM NEAR QUEEN ANNE, MARYLAND.

By virtue of a power of sale contained in a mortgage from Albert Bach, widower, to John E. Eveland, dated January 24th. 1923, and duly recorded among the land records of Queen Anne's County, in Liber J. F. R. No. 10, folio 221 etc., which said mortgage has been duly assigned to me for collection. The undersigned, because of default having been made in the covenants of said mortgage, will offer at public auction in front of Jump's Hardware Store, in Queen Anne, on SATURDAY, DEC. 11, 1926, between the hours of 2 and 3 o'clock P.M.,

ALL THAT LOT OR PARCEL OF LAND, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from the town of Queen Anne to Crouse's Mill, adjoining the lands of Sallie B. Jump and Joseph Greiner, and containing 27 ACRES OF LAND, more or less; being called "The Sarah C. Stayton Property"; being the same land granted unto the said parties of the first part by James G. Stayton and wife, by deed bearing date of June 30th. 1921, said deed being recorded among the land records for Queen Anne's County.

This farm is well located and would make a desirable home and is about two miles from Queen Anne. Improvements: Two story four room DWELLING HOUSE, stable with shed attached, chicken house and smoke house.

TERMS OF SALE:- Cash on day of sale. Title papers at expense of purchaser.

FRED R. OWENS,

John Wooters, Auctioneer.

N. B., - Persons desiring can obtain a reasonable loan on the above property by applying to Fred R. Owens, Attorney at Law, Denton, Maryland.

THE CENTREVILLE RECORD.

CENTREVILLE, MD°, Dec. 20, 1926,

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Fred R. Owens, Assignee, vs. Albert Bach, 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 11 day of Dec. in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I.

Fred R. Owens, Assignee,

(IN THE CIRCUIT COURT

vs.

)

FOR QUEEN ANNE'S COUNTY

Albert Bach, widower.

(

IN EQUITY.

) CHANCERY NO. 2674.

ORDERED, This 20th day of December, A.D., 1926, that the sale of the real estate made and reported in this cause by Fred R. Owens, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of January next.

The Report states the amount of sales to be \$600.00.

Filed December 20th. 1926.

B° HACKETT TURNER, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Jan. 13th. 1927.

FRED R. OWENS, ASSIGNEE,
VS.
ALBERT BACH, WIDOWER,

(IN THE CIRCUIT COURT FOR
QUEEN ANNE COUNTY
(IN EQUITY. NO.

ALBERT BACH, WIDOWER,
To JOHN E. EVELAND,

DR.

For amount due on mortgage from Albert Bach, Widower, to
John E. Eveland, dated January 24th. 1923, and
recorded among the land records of Queen Anne
County, in Liber J.F.R. No. 10, Folio 221, which
said mortgage has been assigned to Fred R. Owens,
for collection,

\$500.00

Interest from Jan. 24 - 1926

State of Maryland, Caroline County, to wit:

This is to certify that on this 3 day of Jan. in the year Nineteen hundred twenty seven
before the subscriber, a Notary Public of the State of Maryland, in and for Caroline
County, personally appeared John E. Eveland and made oath in due form of law that the
annexed bill is just and true as stated and that no part or parcel of the money charged
by said bill has been paid to the best of his knowledge and belief.

Witness my hand and Notarial Seal the day and year above written.

Notary
Public
Seal.

F. E. Fleming
Notary Public.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT ORDER NISI.
Filed Apr. 30th. 1927.

ORDER NISI.

Fred R. Owens, Assignee,
VS.
Albert Bach.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2674.

Ordered, This 20th. day of December, A. D., 1926, that the sale of the real estate
made and reported in this cause by Fred R. Owens, Assignee, be ratified and confirmed,
unless cause to the contrary thereof be shown on or before the 24th 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 24th day of
January next.

The Report states the amount of sales to be \$600.00.

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

Filed Dec. 20th. 1926.

THE CENTREVILLE RECORD.

Centreville, Md., April 30, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the
case of Fred R. Owens, Assignee, vs. Albert Bach, Chancery 2674, 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 24th day of January in the year 1927.

Filed Apr. 30th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO.
by Lida Hopkins.

ORDER OF COURT RATIFYING SALE.

Ordered, this 2nd. day of May, nineteen hundred and twenty-seven, by the Circuit
Court for Queen Anne County, in Equity, and by the authority thereof, that the sale
made and reported by Fred R. Owens, Assignee, in the above entitled cause, 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 by order nisi-passed in
said cause. The Assignee is allowed the usual commissions and all expenses not
personal when vouchers are filed with the Auditor.

Thomas J. Keating.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed May 21st. 1927.

FRED R. OWENS, ASSIGNEE

VS

ALBERT BACH, MORTGAGOR.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY.

No. 2674.

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 Fred R. Owens, the party making the sale reported in this cause, with the gross amount of the sale as made by him, per his report of sale, and then by allowing him thereout his commissions for making the sale per terms of the mortgage, the attorney's fee provided by the mortgage to the party making the sale of Ten Dollars (\$10.00), the court costs of the cause, the amount paid the auctioneer for crying the sale, the cost of the premium on his bond, taxes due by him for the year 1926 on the mortgaged property, the costs of advertising the sale and the several orders nisi of the cause, and the fee of the Auditor.

The balance remaining after these allowances is not sufficient to pay the mortgage debt in full and is distributed by the within account to Fred R. Owens, the Assignee of the mortgage, the holder thereof on the day of sale, in part of his mortgage claim. The said Fred R. Owens presented to the auditor his receipted vouchers for the allowances made to him except as to payments made to himself.

The auditor appends below a statement of the mortgage indebtedness showing the credit mentioned above.

Respectfully submitted,

Madison Brown, auditor.

Albert Bach, Mortgagor, in account with Fred R. Owens, Assignee of the mortgage mentioned and described in the foregoing cause,

Dr.

1926, Dec. 11, to amount of the mortgage indebtedness due by said Albert Bach under said mortgage on this date, the day of sale of this cause, per statement of mortgage debt filed in the cause, to-wit:	\$526.42
Credit:	
By amount allowed on said mortgage debt by the within account as the net proceeds of the mortgage sale, to-wit:	437.39
To balance due thereon as of Dec. 11, 1926; to-wit:	\$ 89.03

This balance bears interest from Dec. 11th. 1926.

Madison Brown
Auditor.

The proceeds of the sale of the mortgaged real estate of Albert Bach, Mortgagor, in account with Fred R. Owens, Assignee, of Mortgage, party making the sale of said real estate under the mortgage herein mentioned.

Cr.

1926. Dec. 11. By amount of the gross proceeds of the sale made in this cause, per report herein filed, to-wit:	\$600.00
--	----------

Dr.

To Fred R. Owens, Assignee, party making sale, for his commissions, per terms of mortgage,	\$41.50
" do., for his fee for making the sale, per terms of mortgage, of	10.00
" do., for the court costs of these proceedings, as per receipted statement of Clerk, as follows, to-wit: Appearance fee of Fred R. Owens, \$10.00 Costs of B. H. Turner, Clerk, 18.75	28.75
" do., for the amount paid by him to J.E. Wothers, for crying sale, per receipted account of same,	55.00
" do., for the premium on bond; the corporate surety thereon; filed in this cause, per bill with receipt thereon, to-wit:	5.00
" do., for the amount of the State and County taxes on property sold for the year 1926; paid Treasurer of Queen Anne's County, per his receipted statement of same,	22.75

To Do., for the costs of advertising notice of the mortgage sale and the several orders nisi of the cause, in The Centreville Record, per receipted account of same, to-wit:	\$45.11	
" Madison Brown, Auditor, for stating this account, per his receipt, the sum of	4.50	
" Fred R. Owens, Assignee of mortgage, in part payment of the mortgage debt due him on the day of sale, this balance which is not sufficient to pay the mortgage debt in full,	437.39	
	<hr/> \$600.00	<hr/> \$600.00

Madison Brown
AUDITOR.

NISI RATIFICATION OF AUDIT.

Fred R. Owens, Assignee for collection,	(	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
vs.	(	IN EQUITY.
Albert Bach.	)	CASE NO. 2674.

ORDERED, This 21st. day of May, 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 23rd. day of June, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 15th day of June, 1927, in some newspaper printed and published in Queen Anne's County.

Filed May 21st. 1927.

B. Hackett Turner, Clerk.

No. 2658 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of August, in the year 1926, the following Order to Docket Suit was filed for record, to wit:

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

Madison Brown, and
J. Frank Harper,
Attorneys named in mortgage,

versus
James F. Dodd and
Frances A. Dodd, his wife,
mortgagors.

To H. H. Turner, clerk:

Docket suit in accordance with the above titling, and file in the papers of the suit the following papers:

The accompanying bond given by the plaintiffs named above to the State of Maryland conditioned as required by law for the foreclosure of the mortgage given by James F. Dodd and Frances A. Dodd to Madison Brown described below:

Certified copy of mortgage mentioned above from James F. Dodd and Frances A. Dodd, his wife, to Madison Brown, dated April 21, 1919, and recorded in Liber J. F. R. No. 2, fols. 203 &c., land record book of Queen Anne's County.

Enter appearance of Madison Brown and J. Frank Harper as the solicitors of the plaintiffs.

Madison Brown, and

J. Frank Harper,

Plaintiffs.

CERTIFIED COPY OF MORTGAGE.

Filed Aug. 6th. 1927.

#6964. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty second day of April, in the year nineteen hundred and nineteen, the following MORTGAGE was brought to be recorded, to wit:

THIS MORTGAGE, made this twenty first day of April, in the year nineteen hundred and nineteen, by James F. Dodd and Frances A. Dodd, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said James F. Dodd is justly indebted unto Madison Brown, of Queen Anne's County aforesaid, for money this day loaned to him in the full sum of eleven thousand seven hundred and fifty dollars.

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the aforesaid sum of eleven thousand, seven hundred and fifty dollars shall be repaid to the said Madison Brown at the expiration of five years from the date of this mortgage, with the interest thereon payable semi-annually from the date of this mortgage at the rate of six per centum per annum, with the privilege to the said James Dodd to make partial payments on account of said mortgage debt prior to the maturity of the same, in instalments of two hundred and fifty dollars or some multiple thereof, provided that such partial payments shall be made only at the time of the maturity of some interest payment hereunder; the interest on the amount of any such partial payment to cease from the date of such payments.

WHEREAS, the said loan was made upon the express precedent agreement that the aforesaid sum of eleven thousand seven hundred and fifty dollars, and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinabove set forth, were to be secured by this mortgage.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said James F. Dodd and Frances A. Dodd, his wife; do hereby grant and convey unto the said Madison Brown, his heirs and assigns forever, all that tract of land or farm called or known as "Brooklyn" or "The Thomas H. Dodd Home Farm", situate, lying and being in Wye Neck, in the Fifth Election District of Queen Anne's County, State of Maryland, on the public road leading from Queenstown to Wye Island, adjoining the "Walter O. Bryan Farm", of the late Thomas H. Dodd; the farm of Hiram G. Dudley, known as "Springfield", the land of Lida Carter Bryan, and the land of others, and containing two hundred and fifty acres of land, more or less, being the same land described in the deed from Ida Mae Dodd and others to the said James F. Dodd, bearing even date herewith, and intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage.

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 James F. Dodd, his heirs, executors, administrators or assigns shall well and truly pay to the said Madison Brown, his executors, administrators or assigns the aforesaid sum of eleven thousand seven hundred and fifty dollars, when and as the same shall become due and payable, as above set forth, and the interest to accrue thereon as aforesaid, when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his & their part to be performed, then this mortgage shall be void; and until default be made in the premises the said James F. Dodd, his heirs and assigns, shall possess said property.

AND the said James F. Dodd, 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 at least the insurable value thereof in some Company or Companies approved by the said Madison Brown, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, 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 Madison Brown, his executors, administrators or assigns, or J. Frank Harper and Madison Brown, or the survivor of them, his and 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 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 the said James F. Dodd, or whoever may be entitled to same.

AND, it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Madison Brown, his executors, administrators, successors or assigns, or J. Frank Harper & Madison Brown, his and 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 James F. Dodd, for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS the hands and seals of the said mortgagors.

Test: J. McK. Tilghman.

James F. Dodd (SEAL)

Frances A. Dodd (SEAL)

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

I hereby certify that on this twenty first day of April, 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 James F. Dodd and Frances A. Dodd, his wife, and each did acknowledge the foregoing mortgage to be their respective act; and at the same time before me, the subscriber, personally appeared Madison Brown, the within named mortgagee, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

J. McK. Tilghman.

Justice of the Peace.

For value received, I hereby assign the within and foregoing mortgage unto Sallie B. Jump and Madison Brown, equally, or in equal parts. Witness my hand and seal this twenty first day of April, nineteen hundred and nineteen.

Test: Delha D. Brown.

Madison Brown (SEAL)

Queen Anne's County, to wit: Be it remembered that on the nineteenth day of May, in the year 1919, the following Assignment was brought to be recorded, to wit: For Value received, we hereby assign and transfer the within and aforegoing mortgage unto Sallie B. Jump and Madison Brown, the guardians of Elizabeth Barton Jump, Frances Jump and Harold Jump. Witness our hands and seals this first day of May, nineteen hundred and nineteen.

TEST: Della D. Brown.

Sallie B. Jump (SEAL)

Madison Brown (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 203 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 July, A.D. nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed Aug. 6th. 1927.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of August, in the year nineteen hundred and twenty six, the following Bond was file d for record, to wit:

STATE OF MARYLAND, SCT:

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown and J. Frank Harper, of Queen Anne's County, State of Maryland, and the American Surety Company, of New York, a corporation created by and existing under the laws of the State of New York, and authorized by the laws of the State of Maryland to become sole surety on the bonds of trustees, etc., are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen 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 every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole, jointly and severally, firmly by these presents. SEALED with our seals and dated this second day of August, in the year nineteen hundred and twenty six.

WHEREAS, defaults have occurred in the covenants, conditions and provisions of a mortgage from James F. Dodd and Frances A. Dodd, his wife, bearing date April 21, 1919, and recorded in Liber J.F.R. No. 2, folio 203, a land record book of Queen Anne's County aforesaid, given unto Madison Brown and now held by assignments duly made and recorded by Sallie B. Jump and Madison Brown, guardians of Elizabeth B. Jump, Francis Jump and Harold Jump, by reason of the non-payment of the principal mortgage debt at the time named in said mortgage for the payment of the same, and also, by the reason of the non-payment of certain instalments of interest due by said mortgage at the times named therein for payments of same.

WHEREAS the above bound Madison Brown and J. Frank Harper who are named in said mortgage as the attorneys to make sale of the mortgaged real estate under the power of sale therein contained, in case of such defaults, are about to make sale of the mortgaged real estate, because of said defaults under the power conferred upon them by said power of sale.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: that if the above bounden Madison Brown and J. Frank Harper do and shall well and faithfully abide by, perform and fulfill any order or decree which shall be made by any court of equity, in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation is to be void, otherwise the same is to be and remain in full force and virtue in law.

Madison Brown (SEAL)

Signed, sealed and delivered in the presence of:

J. Frank Harper (SEAL)

Wm. R. Horney.

American Surety Company of New York, by

Paul N. Cherry.

Countersigned at Centreville, Md.

Paul N. Cherry, Resident Vice-President.

By

Attest: C.H. Arnold,

J. Lemuel Roberts, Agent.

C. H. Arnold, Resident Asst. Secretary.

Seal's Place.

And on the back of the aforegoing Bond was thus endorsed, to wit: "Security approved and Bond filed August 6th. 1926".

B. Hackett Turner, Clerk.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:]

I hereby certify that the foregoing Bond is truly taken and copied from Liber J.F.R. No. 1, fol. 237, 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 6th. day of Aug. in the year 1926.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Aug. 24th. 1926.

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

<p>Madison Brown, and J. Frank Harper, attorneys named in mortgage,</p> <p style="text-align: center;">versus</p> <p>James F. Dodd and Frances A. Dodd, his wife, mortgagors.</p>	}	<p>Chancery Docket,</p> <p>Cause No. 2658.</p>
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To the Honorable, the Judges of said Court:

The report of Madison Brown and J. Frank Harper, as the attorneys named in the mortgage hereinafter mentioned, who are hereinafter called "vendors", unto Your Honor respectfully sets forth:

That your vendors, the said Madison Brown and J. Frank Harper, are named as attorneys in the mortgage from James F. Dodd and Frances A. Dodd, his wife, to Madison Brown, dated April 21, 1919, and recorded in Liber J.F.R. No. 2, fols. 203 &c., a land record book of said county, to execute the power of sale in said mortgage contained by making sale of the property conveyed by said mortgage in case of default in the terms, conditions, provisions and covenants of said mortgage; that said mortgage was duly assigned unto Madison Brown and Sallie B. Jump who duly assigned the same unto Sallie B. Jump and Madison Brown, guardians of Elizabeth E. Jump, Francis Jump and Harold Jump, a certified copy of the said mortgage is now on file in the above entitled cause.

That prior to the first insertions of the notices of sale hereinafter mentioned in the newspapers hereinafter named default had occurred in the terms, conditions, provisions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt on October 20, 1924, date to which payment of same had been extended, the non-payment of the interest on said debt due October 21, 1924, and by reason of the non-payment of the state, county and school taxes levied on said property for the year nineteen hundred and twenty five.

That prior to the day of sale hereinafter mentioned your vendors filed with the clerk of above named court their bond to the State of Maryland in the penalty of the sum of fifteen thousand dollars containing the condition required by law for the sale of the mortgaged property under the power of sale above mentioned, which bond was duly approved by said Clerk.

That once a week for four successive weeks before the day of sale hereinafter mentioned your vendors caused to be advertised in both The Centreville Record and The Centreville Observer, two newspapers published in said county, notices of the time, place, manner and terms of sale hereinafter mentioned; a copy of the said notice so advertised in the Centreville Record is filed herewith as part hereof and the same is duly certified to as to publication by the publishers of said paper.

That pursuant to said notices of sale your vendors did attend in front of the court house door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, August 24, 1926, at the hour of two o'clock P.M., and then and there proceeded to make sale of the mortgaged real estate under and in execution of the power of sale above mentioned proceeded to make sale of the mortgaged property in the following manner:

Your Vendors first read the notice of sale as advertised and then through the medium of Elmer Anthony, auctioneer, offered at public sale to the highest bidder all the mortgaged property consisting of all that farm or tract of land called or known as "Brooklyn", "The Thomas H. Dodd Home Farm", "The James F. Dodd Farm", situated in Wye Neck in Queen Annes County, State of Maryland, on both sides of the public road leading from Queenstown to Wye Island, adjoining the land of Hiram Dudley, that of Henry Dodd and that of Lida Carter Bryan, and containing two hundred and fifty acres of land, more or less, and sold the same unto Clarence Tilghman Bishop, at and for the sum of thirteen thousand, seven hundred and fifty dollars, the said Clarence Tilghman Bishop being then and there the highest bidder for said property.

The said Clarence Tilghman Bishop has paid unto your vendors the sum of twenty five hundred dollars on account of the purchase money mentioned, but has made no further compliance with the terms of sale.

That in addition to the advertised terms of sale the said farm was sold under the following terms:

that the purchaser would receive one half of the corn crop of the present year and would be required to pay one half of the state, county and school taxes levied on the property sold for the present year; that the other half of said corn crop and the entire sugar corn crop and tomatoe crop of the present year would be reserved from the sale, and would not pass to the purchaser.

Which is respectfully submitted,

Madison Brown

J. Frank Harper

Attorneys named in mortgage,
vendors.

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

I hereby certify that on this twenty fourth day of August, in the year nineteen hundred and twenty six, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, aforesaid, personally appeared Madison Brown and J. Frank Harper, attorneys named in mortgage, vendors, and they did make oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein set forth and that the sale therein mentioned was fairly made.

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

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT SALE.

Filed Aug. 24th. 1927.

MORTGAGE SALE OF FARM IN WYE NECK.

Default having occurred in the terms and conditions of the mortgage from James F. Dodd and Frances A. Dodd, his wife, to Madison Brown, dated April 21, 1919, and recorded in Liber J. F. R. No. 2, folio 203 &c., land record book of Queen Anne's County, duly assigned unto Sally B. Jump and Madison Brown, guardians, the undersigned, who are named in said mortgage as attorneys to sell the mortgaged property in case of such default, will in execution of the power and authority so conferred upon them, well at public sale to the highest bidder, in front of the Court House Door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, AUGUST 24, 1926, at the hour of 2 o'clock P.M.

All that farm called or known as "Brooklyn", "The Thomas H. Dodd Home Farm", "The James F. Dodd Farm", situate in Wye Neck in Queen Anne's County, Maryland, at Carmichael, on both sides of public road from Queenstown to Wye Island adjoining the land of Henry Dodd, Hiram G. Dudley, and that of Lida Carter Bryan, and containing 250 ACRES OF LAND, more or less, of which 200 or more acres are in cultivation. The improvements consists of a splendid three story frame dwelling house in good repair, barn, stable, poultry house, meat house and tenant house. This is one of the finest farms in Queen Anne's County, and the land is very fertile and adapted to the production of crops of all kinds and is easily cultivated. A church, store and a wheelwright shop are located at entrance of the farm. This property is most desirable either as a home or as an investment.

TERMS OF SALE: One third of the purchase money to be in cash on day of sale; one third thereof to be paid in one year from the day of sale, with interest thereon from day of sale payable semi-annually; and remaining one third in two years from day of sale, with interest from day of sale payable semi-annually; or all cash on ratification of sale, with interest from day of sale, at option of the purchaser; a cash deposit of \$2500.00 will be required at time of sale. Each deferred payment and each instalment of interest thereon to be secured by the separate notes of the purchaser with surety or sureties thereon to be approved by the undersigned. Rights of incoming tenants to be accorded as soon as there has been satisfactory compliance with the terms of sale.

MADISON BROWN,

J. FRANK HARPER.

Elmer Anthony, Auctioneer.

Attorneys named in mortgage.

THE CENTREVILLE RECORD.

Centreville, Md., Aug. 24, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgage sale of farm in the Madison Brown and J. Frank Harper, Attys. named in Mtg. vs. James F. Dodd and wife, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 24 day of August, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Lida Hopkins.

N I S I.

Madison Brown, and
J. Frank Harper,
attorneys named in mortgage,
vs.
James F. Dodd and Frances A.
Dodd, his wife, mortgagors.

(
IN THE CIRCUIT COURT
)
FOR QUEEN ANNE'S COUNTY
(
IN EQUITY.
)
CHANCERY NO. 2658.
(

ORDERED, This 24th. day of August, A. D., 1926, that the sale of the real estate made and reported in this cause by Madison Brown and J. Frank Harper, attorneys named in mortgage, 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 27th. day of September next.

The Report states the amount of sales to be \$13,750.00.

Filed Aug. 24th. 1926.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Nov. 3rd. 1927.

ORDER NISI.

Madison Brown and J. Frank Harper, attorneys named in mortgage,
vs.
James F. Dodd and Frances A. Dodd, his wife, mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No/ 2658.

Ordered, This 24th. day of August, A. D., 1926, that the sale of the real estate made and reported in this cause by Madison Brown and J. Frank Harper, attorneys named in mortgage, 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 27th. day of September next.

The Report states the amount of sales to be \$13,750.00,

B. HACKETT TURNER, Clerk .
True copy
Test: B. HACKETT TURNER, Clerk.

Filed August 24th. 1926.

THE CENTREVILLE RECORD.

Centreville, Md., November 3, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison Brown and J. Frank Harper, attys. named in mortgage, vs. James F. Dodd and Frances A. Dodd, 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 in each of four successive weeks before the 27 day of September, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Nov. 3rd. 1926.

By Lida Hopkins.

STATEMENT OF MORTGAGE DEBT.

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

Madison Brown and J. Frank Harper,
Attorneys named in mortgage,
versus
James F. Dodd and Frances F.
Dodd, his wife, mortgagors.

(
Chancery Docket,
)
Cause No. 2658.
(

Statement of Mortgage Debt.

The sale mentioned in these proceedings was made on the 24th day of August, 1926:

The amount of the principal debt due under said mortgage (which mortgage bears date April 21, 1919, is from James F. Dodd and Frances Dodd, his wife, is recorded in Liber J. F. R. No. 2, fol. 203, land record book of said county, and is made to secure the payment of the principal mortgage debt of \$11,750.00)
on said day of sale is said sum of \$11,750.00

And interest was due on said debt on said day of sale, from April 21, 1924, amounting to 1,630.88

Total debt due on day of sale, \$13,380.88

Exclusive of commissions of collection of attorneys

State of Maryland, Talbot County, SCT:

I hereby certify that on this twenty third day of November, in the year nineteen hundred and twenty six, before me, the subscriber, the Clerk of the Circuit Court for Talbot County personally appeared Madison Brown, who is one of the attorneys making the sale mentioned in this cause and who is one of the guardians mentioned in the mortgage filed in said cause and as such guardian one of the mortgagees mentioned in the cause, and he did make oath in due form of law that the foregoing is a true statement of the mortgage debt due under the mortgage mentioned in said cause on the day of sale mentioned in the report of sale filed in the proceedings of said cause, to the best of his knowledge and belief.

Chas. B. Lloyd
Clerk of the Circuit Court
for Talbot County.

ORDER OF COURT RATIFYING SALE.

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

Madison Brown and J. Frank Harper, attorneys named in mortgage,	}	Chancery Docket, Cause No. 2658.
versus		
James F. Dodd and Frances A. Dodd, his wife, mortgagors.		

Ordered, this 23rd. 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 sale of the mortgaged real estate of James F. Dodd and Frances A. Dodd, his wife, made by Madison Brown and J. Frank Harper, attorneys named in mortgage, and reported by them in the within and foregoing report of sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi passed in this cause on the twenty fourth day of August, nineteen hundred and twenty six, in relation to said sale.

And it is further ordered, that the papers of the above entitled cause be and the same are hereby referred to Madison B. Bordley, special auditor, with instructions to state and return to this Court an account between the proceeds of the said sale and the said Madison Brown and J. Frank Harper, attorneys named in mortgage and vendors.

Filed Nov. 23rd. 1926.

Thomas J. Keating.

REPORT AND ACCOUNT
OF SPECIAL AUDITOR.
Filed Jany. 7th. 1927.

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

Madison Brown and J. Frank Harper, attorneys named in mortgage,	}	Chancery Docket, Cause No. 2658.
versus		
James F. Dodd and Frances A. Dodd, his wife.		

To the Honorable, the Judges of said Court:

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

That in the within account the parties making the sale of this cause, Madison Brown and J. Frank Harper, attorneys named in the mortgage of this cause, are charged with the gross proceeds of the sale made by them, and then are thereout allowed their commissions, per terms of the mortgage, for making the sale, the costs of advertising the sale and several orders nisi of the cause, taxes to be paid by them by terms of sale and state and county taxes due and in arrear on mortgaged land, court costs and fee of the auditor. The amount remaining after these allowances is not sufficient to pay the mortgage debt in full, and is distributed unto the assignees of the mortgage mentioned in the mortgage assignment and statement of the mortgage debt. An account showing balance of the debt due by the mortgagor is appended to the audit and forms part thereof.

Respectfully submitted,

Jan. 5, 1927.

Madison B. Bordley

Special Auditor.

The proceeds of the sale of the mortgaged real estate of James F. Dodd, mortgagor, in account with Madison Brown and J. Frank Harper, attorneys named in mortgage, vendors of said real estate.

1926. August 24.	Cr:		
	By gross amount of the proceeds of the mortgage sale, per report of sale filed, to wit:		\$13,750.00
" "	Dr:		
	To Madison Brown and J. Frank Harper, attorneys named in mortgage, vendors, for their commissions, per rules of court and terms of the mortgage, to wit:	\$595.00	
	To do., for the costs of advertising the sale and order nisi thereon in Centreville Record, per receipted account for same, to wit:	42.25	
	To do., for the costs of advertising the sale in The Centreville Observer, per account for same, to wit:	37.25	
	To do., for the court costs of this suit, per the statement of the clerk of the court: Costs of B.H. Turner, clerk, \$18.75 Appearance fee, plaintiffs' attys 10.00	28.75	
	To do., for the charges of J. E. Anthony for crying sale as auctioneer, per account,	30.00	
	To do., for the costs of advertising the order nisi to be passed as to this account:	3.00	
	To do., for the costs of their bond with corporate surety thereon, per account for same, to wit:	45.00	
	To do., for one half of the state and county taxes of year 1926 to be paid out of sales per terms of sale announced at sale, per tax account:	100.83	
	To do., for the amount of state and county taxes on mortgaged land for year 1925, per tax account, to wit:	201.19	
	To Madison B. Bordley, auditor, for stating this account,	9.00	
	To Madison Brown and J.F. Harper, vendors, for amount of insurance obtained by assignees of mortgage on improve- ments on land sold, to be paid assignees, to wit:	21.53	
	To balance carried forward, to wit:	12,636.20	
		\$13,750.00	\$13,750.00

	Cr:		
	By balance brought forward, to wit:		\$12,636.20
	Dr:		
	To Sallie B. Jump and Madison Brown, guardians of Elizabeth Barton Jump, Francis Jump and Harold Jump, assignees of the mortgage mentioned, the aforegoing balance not being sufficient to pay the mortgage debt in full, to wit:	\$12,636.20	
		\$12,636.20	\$12,636.20

Statement of Mortgage Debt.

James F. Dodd, mortgagor, to Sallie B. Jump and Madison Brown, guardians of Elizabeth B. Jump, Frances Jump and Harold Jump, assignees of the mortgage from James F. Dodd and Frances A. Dodd, his wife, dated April 21, 1919, and recorded in Liber J.F.R. No. 2, fol. 203 &c., a land record book of said county, and being the mortgage mentioned in the proceedings of above cause,

Dr:

1926. August 24.	To the amount due the said assignees under the mortgage mentioned and described above on August 24, 1926, day of sale, per statement of mortgage debt filed, to wit:	\$13,380.88	
	Cr: By amount of the net mortgage sale mentioned above and net amount applicable to said balance, by above audit:	12,636.20	
	Dr: To balance due the said assignees with interest thereon from August 24, 1926:	\$ 744.68	

January 5, 1927.

Madison B. Bordley, Special Auditor.

NISI RATIFICATION OF AUDIT.

Madison Brown and J. Frank Harper,
Attorneys named in Mortgage,

vs.

James F. Dodd and Frances
A. Dodd, his wife.

(IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY.
)
) CASE NO. 2658.

ORDERED, This 5th. day of January, in the year nineteen hundred and twenty seven, 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 28th. day of January, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 21st. day of January, 1927, in some newspaper printed and published in Queen Anne's County.

Filed January 5th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT NISI RATIFICATION
OF AUDIT.

Filed Jan. 29th. 1927.

NISI RATIFICATION OF AUDIT.

Madison Brown and J. Frank Harper, Attorneys named in Mortgage,

vs.

James F. Dodd and Frances A. Dodd, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2658.

Ordered, This 5th. day of January, in the year nineteen hundred and twenty seven, 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 28th day of January, 1927, provided a copy of this order be published in each of two successive weeks before the 21st day of January, 1927, in some newspaper printed and published in Queen Anne's County.

Filed January 5th. 1927.

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

THE CENTREVILLE RECORD.

CENTREVILLE, MD.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the annexed advertisement of Nisi Ratification of Audit in the case of Madison Brown and J. Frank Harper, Attys. named in mortgage, vs. James F. Dodd and Frances A. Dodd, 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 21st. day of January, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Earle M. Holden.

ORDER OF COURT RATIFYING AUDIT.

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

Madison Brown and J. Frank Harper,
attorneys named in mortgage,

vs.

James F. Dodd and Frances A. Dodd,
his wife, mortgagors.

Chancery No. 2658.

Ordered, this 29th. day of January, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, sitting as the Court of Equity, that the within and foregoing report and account of Madison B. Bordley, special auditor, filed in the above 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 in accordance with the order nisi passed January 5, 1927, in the above cause in relation to said report and account, and Madison Brown and J. Frank Harper, the parties making the sale of the cause, are hereby ordered and directed to apply the proceeds accordingly, with a due proportion of the interest received and to be received on the credits sales to the commissions allowed in the audit and to the claim due under the mortgage.

Thomas J. Keating.

PETITION OF MADISON B. BORDLEY,
SPECIAL AUDITOR AND OTHERS, FOR
ORDER OF COURT TO CORRECT CLERICAL
ERROR IN AUDIT.

Filed Feby. 7th. 1927.

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

Madison Brown and J. Frank Harper, attorneys named in mortgage,	}	Cause No. 2658.
vs.		
James F. Dodd and Frances A. Dodd, his wife, mortgagors.)	

To the Honorable, the Judges of said Court:

The petition of Madison B. Bordley, special auditor, and of Madison Brown and J. Frank Harper, vendors making the sale reported in above cause, and of Sallie B. Jump and Madison Brown, guardians of Elizabeth B. Jump, Francis Jump and Harold Jump, assignees mentioned in the cause, by Madison Brown, their attorney, unto Your Honors respectfully sets forth:

That since the audit filed in the above cause on January 7th. 1927, was ratified by the court, your petitioners have discovered that a clerical error, the result of a mistake in addition of the commissions and expenses mentioned and enumerated on page 2 of the audit, exists in the audit in that the net amount of the mortgage sale is shown by the audit to \$12,938.22 instead of \$12,636.20.

That an addition of the commissions and expenses mentioned will show the same amount to \$1113.80; and if this amount is deducted from the amount of the gross sale there will remain as the net mortgage sale the sum of \$12,636.20 instead of \$12,938.22 as shown by the audit.

That this error runs through the entire audit; that therefore by the audit there should be distributed unto Sallie B. Jump and Madison Brown, guardians of Elizabeth B. Jump, Francis Jump and Harold Jump, assignees, on account of their mortgage claim, the sum of \$12,636.20, instead of \$12,938.22, and the balance shown by page 3 to be due by the mortgagor should be \$744.68 instead of \$442.66.

Your Petitioners therefore pray Your Honors to pass an order correcting the error in said audit and giving to them such other relief as their case may require.

Respectfully submitted,

Madison B. Bordley
Special Auditor.

Madison Brown and J. Frank Harper,
attorneys, plaintiffs, vendors.

by

Madison Brown.

Sallie B. Jump and Madison Brown,
guardians, assignees, by

Madison Brown
their attorney.

ORDER OF COURT GRANTING PETITION.

The petition of Madison B. Bordley, special auditor, of Madison Brown and J. Frank Harper, vendors, and of Sallie B. Jump, and Madison Brown, guardians of Elizabeth B. Jump, Francis Jump and Harold Jump, assignees, calling the attention to the Court to a clerical error in the within and foregoing account, and asking for the correction of the error, has been read and considered and the court finds that the error exists in the audit and that the audit should be corrected.

It is thereupon on this seventh day of February, 1927, ordered by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing audit be and the same is hereby corrected to show the net sale to be \$12,636.20 instead of \$12,938.22; to show that the amount distributed unto Sallie B. Jump and Madison Brown, guardians of Elizabeth B. Jump, Francis Jump and Harold Jump, assignees is the sum of \$12,636.20, instead of \$12,938.22; and to show that the balance due by James F. Dodd, mortgagor, under the statement on page 3 of the audit is the sum of \$744.66 instead of \$442.66, and the clerk of the court is hereby directed to change with red ink the figures of \$12,938.22 wherever they occur in said audit to read \$12,636.20 and to change the figures \$442.66 appearing on page 3 of the audit to read \$744.68.

Thomas J. Keating.

NO. 2675 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 13th. day of November, in the year nineteen hundred and twenty-six, the following Order to Docket Suit was filed for record, to wit:

J. FRANK HARPER, and
WILLIAM R. HORNEY,
Assignees of Mortgage,

vs.

JAMES T. BRIGHT, and
MAMIE S. BRIGHT, his wife,
Mortgagors.

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

Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from James T. Bright and Mamie S. Bright, his wife, to Madison Brown, Trustee of William W. Paca, bearing date the 3rd. day of December, 1921, and of the assignments thereof, including the assignment from The Stevensville Bank of Maryland, a body corporate, to J. Frank Harper and William R. Horney, bearing date the 10th day of November, 1926, said mortgage and assignments being recorded in Liber J. F. R. No. 8, folios 52 etc., a land record book for Queen Anne's County, Maryland.

This suit to be docketed as aforesaid, is 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 the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc.

J. Frank Harper,
Per Wm. R. Horney

William R. Horney
Assignees of Mortgage.

CERTIFIED COPY OF
MORTGAGE & ASSIGNMENTS.

#8973. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 3rd. day of December, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this third day of December, in the year nineteen hundred and twenty one, by James T. Bright and Mamie S. Bright, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Madison Brown, of the same place, trustee of William W. Paca, party of the second part.

WHEREAS, the said James T. Bright is justly indebted unto the said Madison Brown, trustee of the said William W. Paca, in the full sum of thirty five hundred dollars, money of the said William W. Paca this day loaned by the said party of the second part unto the said James T. Bright, which said sum is to be repaid at the expiration of one year from the date hereof with interest thereon in the meanwhile payable semi-annually to commence from the date hereof; and whereas it was a condition precedent to said loan that this mortgage should be given to secure the sum so loaned and the interest thereon to accrue and be paid as aforesaid.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said James T. Bright and Mamie S. Bright, his wife, do hereby grant and convey unto the said Madison Brown, trustee of William W. Paca, his heirs and assigns in fee simple, all the undivided one half part and all the right, title, interest and estate of him, the said James T. Bright, in, to and of all that farm or tract of land called or known as "The Myers Farm", or "The Charles E. Harman Farm", situate, lying and being in or near Burrisville, in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the road leading from Burrisville to Centreville Church Hill State Road and on the right side of the road from Burrisville to Booker's Wharf, adjoining the lands of or formerly of John A. Waldron, Lilly Chambers and J. M. Perry, and containing three hundred and three acres of land, more or less; being the same land described in the deed to the said James T. Bright from Elmer Cook dated February 21st. 1920, and recorded in Liber J.F.R. No. 4, fols. } a land record book of said county, as "Parcel No. 5", by which deed the said James T. Bright acquired an undivided one half part in and to said land.

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

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

PROVIDED, that if the said James T. Bright, his executors, administrators or assigns, shall well and truly pay to the said Madison Brown, trustee of William W. Paca, his successors, executors, administrators or assigns, the aforesaid sum of three thousand, five hundred dollars when the same shall become _____ and payable as above set forth and also the interest thereon to accrue and be paid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, 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, 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 Madison Brown, trustee of William W. Paca, 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 Madison Brown, trustee of William W. Paca, his successors, executors, administrators or assigns, or Madison Brown aforesaid, individually as 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 county, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to said James T. Bright, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said party of the second part, his executors, administrators, successors or assigns, or Madison Brown, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total 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 covenants to pay.

In testimony whereof the said parties of the first part do hereunto affix their names and seals day and year first herein written.

TEST: M. 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 third day of December, in the year nineteen hundred and twenty one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James T. Bright and Mamie S. Bright, his wife, and they did each acknowledge the foregoing mortgage to be their respective act; and that at the same time also before me personally appeared Madison Brown, trustee of William W. Paca, within named mortgagee, and he did make oath in due form of law that the consideration stated in the foregoing 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 6th. day of February, in the year nineteen hundred and twenty three, the following Assignment was brought to be recorded, to wit:

The within and foregoing mortgage formed a part of the estate of William W. Paca, late of Queen Anne's County, deceased, at the time of death of latter in the hands of Madison Brown, his trustee, and as such devolved upon hereinafter mentioned administrator

of William W. Paca. The amount due on said mortgage is \$3500.00, with interest from date of mortgage. At request of said administrator, and for said reason I hereby assign and transfer said mortgage unto Clifton M. Rasin, administrator of the personal estate of William W. Paca.

Witness my hand and seal this 19th. day of January, nineteen hundred and twenty three.

Test: John Palmer Smith.

Madison Brown (SEAL)
Late Trustee of William W. Paca.

Queen Anne's County, to wit: Be it remembered that on the 13th. day of June, in the year nineteen hundred and twenty three, the following Assignment was brought to be recorded, to wit:

For value received, I HEREBY transfer and assign the within and foregoing Mortgage unto the body corporate, The Stevensville Bank of Maryland, without recourse or guarantee.

Witness my hand and seal this 2nd. day of May, 1923.

Witness: John Palmer Smith.

Clifton M. Rasin (SEAL)
ADMINISTRATOR OF WILLIAM
W. PACA.

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 Assignment was brought to be recorded, to wit:

FOR VALUE RECEIVED, The Stevensville Bank of Maryland, a body corporate, does hereby transfer and assign the within and foregoing MORTGAGE unto J. Frank Harper and William R. Horney, for the purpose of collection by foreclosure or otherwise.

IN TESTIMONY WHEREOF the said body corporate, The Stevensville Bank of Maryland, has caused its President, Charles E. Snyder, to sign this assignment and its corporate seal to be hereto affixed, attested by its Cashier, Barnes Legg, this 10th. day of November, in the year nineteen hundred and twenty six.

ATTEST: Barnes Legg
Cashier. Seal's Place. BY Dr. Chas. E. Snyder
President.

THE STEVENSVILLE BANK OF MARYLAND,
BY Dr. Chas. E. Snyder
President.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J. F. R. #8, folio 52 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 13th. 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 eleventh day of December, 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. Frank Harper and 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 of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this tenth day of December, in the year nineteen hundred and twenty six.

Whereas, a certain mortgage from James T. Bright and Mamie S. Bright, his wife, to Madison Brown, trustee of William W. Paca, bearing date the third day of December, nineteen hundred and twenty one, and recorded in Liber J.F.R. No. 8, folio 52, etc., a land record book for Queen Anne's County aforesaid, has been by mesne assignments duly assigned to the said J. Frank Harper and William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage;

And whereas, the above bounden J. Frank Harper and William R. Horney, the assignees of said mortgage as aforesaid, are about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and the interest thereon covenanted to be paid 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 J. Frank Harper and William R. Horney do and shall well and faithfully abide by and fulfill any order of decree which shall be made by any Court of Equity in relation to the sale of 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.

Wm. McKenney.

Attest; Wm. McKenney.

J. Frank Harper (SEAL)

William R. Horney (SEAL)

United States Fidelity and
Guaranty Company.

By

William R. Horney,
Its Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed December 11th. 1926.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 261, 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
December, in the year 1926.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Dec. 14th. 1926.

J. FRANK HARPER, and
WILLIAM R. HORNEY,
Assignees of Mortgage,

vs.

JAMES T. BRIGHT, and
MAMIE S. BRIGHT, his wife,
Mortgagors.

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

Cause No. 2675.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of J. Frank Harper and William R. Horney, Assignees of the 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 thereon covenanted to be paid by the terms of the mortgage mentioned in these proceedings, at the times therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from James T. Bright and Mamie S. Bright, his wife, to Madison Brown, Trustee of William W. Paca, bearing date the third day of December, nineteen hundred and twenty one, and recorded in Liber J. F. R. No. 8, folios 52 etc., a land record book for Queen Anne's County, Maryland, which said mortgage was by mesne assignment duly assigned to the said J. Frank Harper and William R. Horney, said assignments being recorded among said land records at the foot of said mortgage. A copy of said mortgage and the several assignments thereof, duly certified, is filed among the proceedings in this cause.
2. That prior to the sale hereinafter mentioned, of the mortgaged property, the said J. Frank Harper and William R. Horney, Assignees 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 Record, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said J. Frank Harper and William R. Horney, Assignees 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 fourteenth day of December, in the year

nineteen hundred and twenty six, at the hour of one o'clock P.M., and then and there, by virtue and in execution of the power of sale contained in said mortgage 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: they then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in said mortgage, to wit: All the undivided one half part and all the right, title, interest and estate of him, the said James T. Bright, in, to and of all that farm or tract of land called or known as "The Myers Farm", or "The Charles E. Harman Farm", situate, lying and being in or near Burrisville, in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the road leading from Burrisville to the Centreville Church Hill state road and on the right side of the road from Burrisville to Booker's Wharf, adjoining the lands of (or formerly of) John A. Waldron, Lilly Chambers and John M. Perry, containing three hundred and three (303) acres of land, more or less, being the same undivided one half interest and estate in said real estate described in and granted by said mortgage, and sold the same to The Stevensville Bank of Maryland, a body corporate, at and for the sum of FORTY ONE HUNDRED DOLLARS (\$4,100.00), it being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Centreville Record, a newspaper printed and published as aforesaid in Queen Anne's County, Maryland, is filed herewith as a part of this Report and is marked "Exhibit A".

4. That prior to offering said property for sale, announcement was made by the said Assignees that the said farm would be sold subject to the tenancy of the present tenant for the ensuing year of nineteen hundred and twenty seven; that the purchaser or purchasers would receive the one-half interest of the landlord's share of the wheat crop now growing on said farm; that the purchaser or purchasers would not be required to pay the taxes levied on said property for the current year, nineteen hundred and twenty six; and that the insurance on the improvements, as to the one-half part hereby to be sold, would be adjusted as of the day of sale.

Respectfully submitted,

J. Frank Harper

William R. Horney
Assignees of Mortgage.

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

I HEREBY CERTIFY that on this fourteenth day of December, 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 J. Frank Harper and William R. Horney, Assignees of Mortgage, and each 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 their knowledge and belief, and that the sale therein reported was fairly made.

Filed December 14th. 1926.

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

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed Dec. 14th. 1926.

ASSIGNEE'S SALE OF AN UNDIVIDED 1 HALF INTEREST IN
A VALUABLE FARM.

Default having occurred in the terms of the mortgage from James T. Bright and Mamie S. Bright, his wife, to Madison Brown, Trustee of William W. Paca, dated December 3rd. 1921, and recorded in Liber J. F. R. No. 8, folios 52 etc., a land record book for Queen Anne's County, Maryland, the undersigned, assignees by mesne assignment, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, DEC. 14, 1926, beginning at the hour of 1 o'clock P.M., the property conveyed by said mortgage, consisting of: All the undivided one half part and all the right, title, interest and estate of him, the said James T. Bright, in, to and of all that farm or tract of land called or known as "The Myers Farm" or "The Charles E. Jarman Farm", situate, lying and being in or near Burrisville, in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the road leading from Burrisville to the Centreville Church Hill road and on the right side of the road from Burrisville to Booker's Wharf, adjoining the lands of (or formerly of) John A. Waldron, Lilly Chambers and John M. Perry, containing 303 ACRES OF LAND, MORE OR LESS. The improvements consist of a dwelling house, barns and other outbuildings.

TERMS OF SALE: One third of the purchase price will be required on the day of sale, and the balance in two equal installments, payable respectively in one and two years from the day of sale, or all cash, at the option of the purchaser or purchasers, the credit payments, if any, to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the undersigned. Further particulars will be made known on the day of sale.

J. FRANK HARPER,
WILLIAM R. HORNEY,
Assignees of Mortgage.

ELMER ANTHONY, AUCTIONEER.

50
"EXHIBIT A".

THE CENTREVILLE RECORD.

Centreville, Md., Dec. 14th. 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of J. Frank Harper and William R. Horney, Assignees of Mortgage, vs. James T. Bright and Mamie S. Bright, 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, being more than twenty days, before the 14th. day of December, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I.

J. Frank Harper, and William R. Horney, Assignees of Mortgage,	(
	)	IN THE CIRCUIT COURT
vs.	(	FOR QUEEN ANNE'S COUNTY
James T. Bright, and Mamie S. Bright, his wife, Mortgagors.	)	IN EQUITY.
	(	CHANCERY NO. 2675.
)	

ORDERED, This 14th. day of December, A.D., 1926, that the sale of the real estate made and reported in this cause by J. Frank Harper & William R. Horney, Assignees of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th. 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 17th. day of January next.

The Report states the amount of sales to be \$4100.00.

Filed December 14th. 1926.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Feby. 12th. 1927.

J. FRANK HARPER and
WILLIAM R. HORNEY,
Assignees of Mortgage,

vs.

JAMES T. BRIGHT and
MAMIE S. BRIGHT, his wife,
Mortgagors.

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

Cause No. 2675.

STATEMENT OF MORTGAGE DEBT.

Statement of the principal mortgage debt and interest, due as of the day of sale, under the mortgage from James T. Bright and Mamie S. Bright, his wife, to Madison Brown, Trustee of William W. Paca, bearing date the third day of December, nineteen hundred and twenty one, and recorded in Liber J. F. R. No. 8, folios 52 etc., a land record book for Queen Anne's County aforesaid, and duly assigned by mesne assignments, to J. Frank Harper and William R. Horney, for the purpose of collection by foreclosure or otherwise.

Amount of the principal mortgage debt secured by said mortgage attached hereto,	\$3,500.00
Amount of the interest on the said principal mortgage debt from June 3rd. 1923, to December 3rd. 1926,	735.00
Amount of the interest on the said principal mortgage debt from December 3rd. 1926, to December 14th. 1926, (the date of the sale of the real estate made and reported in this cause),	6.41
Total amount of the principal mortgage debt and the interest due thereon to December 14th. 1926,	\$4,241.41

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 seven, before me, the subscriber, the Clerk of the Circuit Court for

Queen Anne's County, personally appeared J. Frank Harper and William R. Horney, Assignees of Mortgage, and each made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true to the best of their knowledge and belief.

Filed Feby. 12th. 1927.

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

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Feby. 19th. 1927.

ORDER NISI.

J. Frank Harper and William R. Horney, Assignees of Mortgage,
vs.
James T. Bright and Mamie S. Bright, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2675.

Ordered, This 14th. day of December, A. D., 1926, that the sale of the real estate made and reported in this cause by J. Frank Harper & William R. Horney, Assignees of Mortgage, be ratified and confirmed; unless cause to the contrary thereof be shown on or before the 17th. 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 17th day of January next.

The Report states the amount of sales to be \$4100.00.

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

Filed December 14th. 1926.

THE CENTREVILLE RECORD.

Centreville, Md., Feb. 19, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of J. Frank Harper and Wm. R. Horney, Assignees of Mtg. vs. James T. Bright & Mamie S. Bright, his wife, Mtgors. Chy. 2675, 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 17 day of January in the year 1927.

Filed Feby. 19th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

FINAL ORDER OF RATIFICATION.

J. FRANK HARPER and
WILLIAM R. HORNEY,
Assignees of Mortgage,

vs,

JAMES T. BRIGHT and
MAMIE S. BRIGHT, his wife,
Mortgagors.

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

Cause No. 2675.

ORDERED, this 23rd. day of February, 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 J. Frank Harper and William R. Horney, Assignees of Mortgage, and reported by them in the above cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the preceding Order Nisi passed in this cause on the fourteenth day of December, nineteen hundred and twenty six; and the said J. Frank Harper and William R. Horney, Assignees of Mortgage as aforesaid, are allowed the commissions and all expenses, not personal, which are provided for by the mortgage and for which they shall produce vouchers to the Auditor of this Court.

Filed Feb. 24th. 1927.

Thomas J. Keating.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed July 6th. 1927.

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

J. Frank Harper and William R. Horney,
assignees of mortgage,

Cause No.

vs.
James T. Bright and Mamie S. Bright,
his wife, mortgagors.

2675.

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. Frank Harper and William R. Horney, the assignees of the mortgage herein described and the parties making the sale herein reported with the gross amount of the sale made by them, per their report, and then by allowing them thereout their commissions for making the sale, per terms of the mortgage, the costs of the bond filed by them, the costs of advertising the notice of sale and the several orders nisi of the cause, the amount paid their auctioneer and the fee of the auditor.

That the balance of the sale remaining after these allowances is not sufficient to pay their mortgage claim in full and is by the within account distributed unto them on account of their said claim.

A statement of the mortgage debt showing the application of the balance mentioned to the said debt is appended to the within account.

Respectfully submitted,

Filed July 6th. 1927.

Madison Brown, auditor.

The proceeds of the sale of the mortgaged real estate of James T. Bright, mortgagor, in account with J. Frank Harper and William R. Horney, assignees of the mortgage herein mentioned, persons making the mortgage sale hereof.

1926.
Dec.

Cr:

14 By the amount of the gross sale made, per report of sale filed, to wit: \$4,100.00

Dr:

To J. Frank Harper and William R. Horney, persons making the sale, for their compensation, per terms of mortgage, sum of	\$209.00	
To do., for for the court costs of this suit as follows:		
Costs of B.H. Turner, clerk	\$19.75	
Their appearance fee as attorneys of plaintiffs,	10.00	
paid receipted statement of clerk,	\$29.75	29.75
To do., for the costs of thier bond paid the corporate surety thereon per receipt exhibited:		15.00
To do., for the amount paid for advertising sale, and the two orders nisi of cause in Centreville Record, per receipted account for same, to wit:		38.00
To do., for the amount paid J. E. Anthony for crying the sale reported, per his receipt for same exhibited, to wit:		12.50
To do., for the amount paid Madison Brown, the auditor, for stating this account, sum of		4.50
To J. Frank Harper and William R. Horney, assignees of the mortgage herein mentioned, in part of their claim under said mortgage, this balance, to wit:	\$3,791.25	
	\$4,100.00	\$4,100.00

Statement of Mortgage Debt.

James T. Bright to J. Frank Harper and William R. Horney, assignees of the mortgage herein mentioned,

Dr:

To amount of the mortgage debt due at time of sale on Dec. 14., 1926, per statement filed, sum of

\$4,241.41

CR:

By amount of the net sale distributed by the above account to the said assignees, to wit:

3,791.25

DR: To balance due the said assignees with interest thereon from Dec. 14, 1926,

\$ 450.16

July 5, 1927. Filed July 6th. 1927.

Madison Brown,
auditor.

NISI RATIFICATION OF AUDIT.

J. Frank Harper, and William
R. Horney, Assignees of mortgage,

vs.

James T. Bright and Mamie S.
Bright, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2675.

ORDERED, This 6th. 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 30th. day of July, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 22nd. day of July, 1927, in some newspaper printed and published in Queen Anne's County.

Filed July 6th. 1927.

B.Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.

NISI RATIFICATION OF AUDIT.

J. Frank Harper and William R. Horney, Assignee of Mortgage,

vs.

James T. Bright and Mamie S. Bright, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2675.

Ordered, This 6th. day of July, 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 30th day of July, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 22nd day of July, 1927, in some newspaper printed and published in Queen Anne's County.

Filed July 6th. 1927.

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

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Aug. 2nd. 1927.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of J. F. Harper & Wm. R. Horney, Assignees, vs. Jas. T. Bright & wife, Chy. #2675, 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 22nd. day of July in the year 1927.

Filed Aug. 2nd. 1927.

THE CENTREVILLE RECORD PUBLISHING CO.,

By E. H. Brown, Jr.

J. Frank Harper, and
William R. Horney,
Assignees of Mortgage,

vs.

James T. Bright and
Mamie S. Bright, his wife,
Mortgagors.

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

Cause No. 2675.

ORDERED, this 2nd. 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 within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the Order of Ratification Nisi of said Audit passed in this cause on the sixth day of July, nineteen hundred and twenty seven, and the said J. Frank Harper and William R. Horney, Assignees of Mortgage, are hereby direction 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 Assignees.

Filed Aug. 2nd. 1927.

Thomas J. Keating.

NO. 2701. CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twelfth day of May, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:

J. FRANK HARPER and
WILLIAM R. HORNEY,
Assignees of Mortgage,

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

vs.

ANNA D. GREEN and
THOMAS R. GREEN, her husband,
Mortgagors.

Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from Anna D. Green and Thomas R. Green, her husband, to Harvey L. Cooper, bearing date the 3rd day of October, 1914, and of the assignments thereof, including the assignment from Nellie Wilson Whitby to J. Frank Harper and William R. Horney, bearing date the 17th day of January, 1927, said mortgage and assignments being recorded in Liber W. F. W. No. 6, folios 119 etc., a land record book for Queen Anne's County, Maryland.

This suit, to be docketed as aforesaid, is for the foreclosure of the above described mortgaged 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 the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof, and the failure to keep insured the improvements on the mortgaged property, to the amount of at least the insurable value thereof.

And as in duty bound, etc.,

J. Frank Harper
Per W.R.H.

Filed May 12th. 1927.

Wm. R. Horney
Assignees of Mortgage.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the fourth day of June, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, J. Frank Harper and 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 fifteen hundred dollars (\$1,500.00), 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, successors and assigns in the whole and for the whole, jointly and severally, firmerly by these presents, sealed with our seals, and dated this fourth day of June, in the year nineteen hundred and twenty seven;

Whereas, a certain mortgage from Anna D. Green and Thomas R. Green, her husband, to Harvey L. Cooper, bearing date the third day of October, nineteen hundred and fourteen, and recorded in Liber W.F.W. No. 6, folios 119 etc., a land record book for Queen Anne's County aforesaid, has been by mesne assignments duly assigned to the said J. Frank Harper and William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage;

And whereas, the above bounden J. Frank Harper and William R. Horney, the assignees of said mortgage as aforesaid, are about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said Mortgage;

Now the condition of the above obligation is such, that if the above bounden, J. Frank Harper and 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:
Georgia S. Dudley.
Attest:
Georgia S. Dudley.

J. Frank Harper. (SEAL)
William R. Horney (SEAL)
United States Fidelity
and Guaranty Company.
By William R. Horney.
Its attorney in fact.

And on the back of the foregoing bond was thus endorsed, to wit:-
Security approved and bond Filed June 4th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, fol. 303, 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 June, in the year 1927.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE°

#4578. QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the 12th. day of October, in the year nineteen hundred and fourteen, the following Mortgage & Assignment were brought to be recorded, to wit:

THIS MORTGAGE, made this 3rd. day of October, nineteen hundred and fourteen, by Anna D. Green and Thomas R. Green, her husband, of Caroline County, in the State of Maryland.

WHEREAS, we owe Harvey L. Cooper the full and just sum of One Thousand Dollars, same being cash loaned this day, to be paid two years from the date hereof, with interest thereon payable semi-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.

NOW THEREFORE THIS MORTGAGE WITNESSETH, That for and in consideration of the premises and the further sum of one dollar, we, the said Anna D. Green and Thomas R. Green, her husband, do grant and convey unto the said Harvey L. Cooper, his heirs and assigns, in fee simple, ALL that piece or parcel of land 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, on the east side of the public road leading from Keene's Cross Roads to Barclay and called "Crump's Fancy", "Fancy Addition", and the Legg Farm, adjoining lands of J. Henry Hall, John Ware and others, containing SEVENTY NINE ACRES AND SIX SQUARE PERCHES OF LAND, more or less.

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 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 or assigns, or their attorney, 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 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 and before sale, then we covenant to pay one half of said compensation reckoned on the amount due hereunder; SECOND, all moneys owing 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: Laura Wix.

Anna D. Green (SEAL)

Thomas R. Green (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 3rd. day of October, nineteen hundred and fourteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Anna D. Green and Thomas R. Green, her husband, and acknowledged the foregoing mortgage to be their act; and now at the same time before me also personally appeared Harvey L. Cooper, 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.

WITNESS my hand and seal of office.

Notary
Public
Seal.

Laura Wix
Notary Public.

For value received, I hereby transfer and assign the within and foregoing mortgage to Nellie Wilson Whitby.

Witness my hand and seal this 3rd day of October, nineteen hundred and fourteen.

Test: Laura Wix.

Harvey L. Cooper (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 12th. day of May, in the year nineteen hundred and twenty seven, the following Assignment was brought to be recorded, to wit:

For value received, I, Nellie Wilson Whitby, do hereby transfer and assign the within and foregoing mortgage to J. Frank Harper and William R. Horney, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal this 17th. day of January, nineteen hundred and twenty seven (1927).

TEST: Iva Whitby.

Nellie Wilson Whitby (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber W. F. W. No. 6, folio 119 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 12th. day of May, A. D. nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed June 10th. 1927.

J. FRANK HARPER and
WILLIAM R. HORNEY,
Assignees of Mortgage,

vs.

ANNA D. GREEN and
THOMAS R. GREEN, her husband,
Mortgagors.

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

Cause No. 2701.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of J. Frank Harper and William R. Horney, Assignees of the 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 thereon covenanted to be paid by the terms of the mortgage mentioned in these proceedings, at the times therein provided for the payment thereof, and the failure to keep insured the improvements on the mortgaged property to the amount of at least the insurable value thereof, the said mortgage being as follows, to wit: the mortgage from Anna D. Green and Thomas R. Green, her husband, to Harvey L. Cooper, bearing date the 3rd day of October, 1914, and recorded in Liber W. F. W. No. 6, folios 119 etc., a land record book for Queen Anne's County, Maryland, which said mortgage was by mesne assignments duly assigned to the said J. Frank Harper and William R. Horney, said assignments being recorded among said land records at the foot of said mortgage. A copy of said mortgage and the several assignments thereof, duly certified, is filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said J. Frank Harper and William R. Horney, Assignees 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, newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said William R. Horney, one of the Assignees of said mortgage as aforesaid, (the said J. Frank Harper, the other Assignee of said mortgage, not being present at the time the sale was made, but was in telephonic communication with the said William R. Horney), 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 7th day of June, 1927, at the hour of one o'clock P.M., and then and there, by virtue and in execution of the power of sale contained in said mortgage 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, to wit: ALL that piece or parcel of land with improvements thereon and rights, appurtenances and advantageous thereto belonging, situate, lying and being in the First Election District of Queen Anne's County, Maryland, on the east side of the public road leading from Keene's Cross Roads to Barclay and called "Crump's Fancy", "Fancy Addition", and "The Legg Farm", adjoining the lands of J. Henry Hall, John Ware and others, containing seventy nine (79) acres and six (6) square perches of land, more or less, being the same real estate described in and granted by said mortgage, and sold the same to Charles B. Thompson, of Queen Anne's County aforesaid, at and for the sum of SEVEN HUNDRED AND NINETY FIVE DOLLARS (\$795.00), he being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Centreville Observer, a newspaper printed and published as aforesaid in Queen Anne's County, Maryland, is filed herewith as a part of this Report and is marked "Exhibit A".

4. That prior to offering said property for sale, announcement was made that possession would be given upon the ratification of the sale by this Court in these proceedings; that the Assignees of said mortgage would pay one-half of the State and County taxes for the current year, 1927, and that the purchaser would be required to pay the other one-half of said taxes; and that the insurance on the improvements would be adjusted as of the day of sale.

Respectfully submitted,

J. Frank Harper

William R. Horney.

Assignees of Mortgage.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY,

TO WIT:

I HEREBY CERTIFY, that on this 10th. 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, personally appeared William R. Horney, one of the Assignees of the mortgage mentioned and described in the foregoing Report, 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.

Filed June 10th. 1927.

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

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT SALE.

Filed June 10th. 1927.

ASSIGNEE'S SALE OF A SMALL FARM OR TRACT OF LAND
NEAR BARCLAY.

Default having occurred in the terms of the mortgage from Anna D. Green and Thomas R. Green, her husband, to Harvey L. Cooper, dated October 3rd. 1914, and recorded in Liber W. F. W. No. 6, folios 119 etc., a land record book for Queen Anne's County, Maryland, the undersigned, assignees by mesne assignment, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, JUNE 7th. 1927, beginning at the hour of 1 o'clock p.m., the property conveyed by said mortgage, consisting of:

ALL THAT PIECE OR PARCEL OF LAND 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, on the east side of the public road leading from Keene's Cross Roads to Barclay and called "Crump's Fancy", "Fancy Addition", and "The Legg Farm", adjoining the lands of J. Henry Hall, John Ware and others, containing 79 ACRES AND 6 SQUARE PERCHES of land, more or less.

The improvements consist of a DWELLING HOUSE and other buildings. This is a small farm, ideally located, and the soil should be suitable for truck farming.

TERMS OF SALE--One third of the purchaser price will be required on the day of sale, and the balance in two equal installments, payable, respectively, in one and two years from the day of sale, or all cash, at the option of the purchaser, the credit payments, if any, to bear interest from the day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the undersigned. Further particulars will be made known on day of sale.

J. FRANK HARPER,

WILLIAM R. HORNEY,

J. Elmer Anthony, Auctioneer.

Assignees of Mortgage.

THE CENTREVILLE OBSERVER.

CENTREVILLE, Md., June 8th. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of "J. Frank Harper and William R. Horney, Assignees of Mortgage, vs. Anna D. Green and Thomas R. Green, her husband, Mortgagors", Cause No. 2701, 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 14th day of May, 1927, more than twenty days before the 7th day of June in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

N I S I.

J. Frank Harper, &
William R. Horney,
Assignees of Mortgage,

vs.

Anna D. Green, &
Thomas R. Green, her husband,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2701.

ORDERED, This 10th. day of June, A. D., 1927, that the sale of the real estate made and reported in this cause by J. Frank Harper & William R. Horney, Assignees of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th. 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 13th. day of July next.

The Report states the amount of sales to be \$795.00.

Filed June 10th. 1927.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Aug. 6th. 1927.

J. FRANK HARPER and
WILLIAM R. HORNEY,
Assignees of Mortgage,

vs.

ANNA D. GREEN, and
THOMAS R. GREEN, her husband,
Mortgagors.

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

Cause No. 2701.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debt, interest, etc., due as of the day of sale, under the mortgage from Anna D. Green and Thomas R. Green, her husband, to Harvey L. Cooper, bearing date the 3rd. day of October, 1914, and recorded in Liber W. F. W. No. 6, folios 119 etc., a land record book for Queen Anne's County, Maryland, and by mesne assignments duly assigned to J. Frank Harper and William R. Horney, for the purpose of collection by foreclosure or otherwise, to wit:

Amount of the principal mortgage debt secured by said mortgage attached hereto, \$1,000.00

Amount of the interest on the said principal mortgage debt from October 3rd. 1926, to June 7th. 1927, (the date of the sale of the real estate made and reported in this cause), 40.67

Amount of the pro rata insurance premium on the improvements on said mortgaged property from March 11th. 1927, to June 7th. 1927, (the date of the sale as aforesaid), .77

Total amount of the principal mortgage debt, interest due thereon and pro rata insurance premium due as of the day of sale, \$1,041.44

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

I HEREBY CERTIFY that on this sixth day of August, in the year nineteen hundred and twenty seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Frank Harper and William R. Horney, Assignees of Mortgage, and each made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true 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
 ORDER NISI.
 Filed Aug. 16th. 1927.

NISI.

J. Frank Harper & William R. Horney, Assignees of Mortgage,
 vs.
 Anna D. Green, & Thomas R. Green, her husband, Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY° CHANCERY NO. 2701.

Ordered, This 10th. day of June, A. D., 1927, that the sale of the real estate made and reported in this cause by J. Frank Harper and William R. Horney, Assignees of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of July, next.

The Report states the amount of sales to be \$795.00.

Filed June 10th. 1927.

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

THE CENTREVILLE OBSERVER.

CENTREVILLE, Md., Aug. 16, 1927,

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of J. Frank Harper & Wm. R. Horney, vs. Anna D. Green, 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 13th day of July in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

FINAL ORDER OF RATIFICATION.

J. FRANK HARPER and
 WILLIAM R. HORNEY,
 Assignees of Mortgage,

vs.

ANNA D. GREEN and
 THOMAS R. GREEN, her husband,
 Mortgagors.

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

CAUSE No. 2701.

ORDERED, this 16th. 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 J. Frank Harper and William R. Horney, Assignees of Mortgage, and reported by them in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the preceding Order Nisi passed in this cause on the tenth day of June, nineteen hundred and twenty seven; and the said J. Frank Harper and William R. Horney, assignees of Mortgage as aforesaid, are allowed the commissions and all expenses, not personal, which are provided for by the mortgage and for which they shall produce vouchers to the auditor of this Court.

Filed Aug. 16th. 1927.

Lewin W. Wickes.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed Sept. 15th. 1927.

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

J. Frank Harper
and
William R. Horney,
assignees,

Cause No. 2701.

vs.

Anna Green, et al.

To the Honorable, the Judges of said Court;

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

That in the within account stated by the auditor, J. Frank Harper and William R. Horney, the parties making the sale herein reported are charged with the amount of the gross sale made by them, per their report filed, and are then thereout allowed their compensation for making the sale in accordance with the terms of the mortgage, the costs incident to the sale, certain taxes they agreed to pay out of the proceeds of sale, the auditor's fee and court costs.

The balance then remaining is not sufficient to pay the mortgage debt in full and is distributed unto the assignees on account thereof.

A statement of the debt after the application of the net sale of this cause to the debt is appended.

Respectfully submitted,

September 15, 1927.

Madison Brown,
Auditor.

The proceeds of the sale of the mortgaged real estate of Anna D. Green and Thomas R. Green, mortgagors, in account with J. Frank Harper and William R. Horney, assignees of the mortgage mentioned in this cause, persons selling the mortgaged property under said mortgage.

1927.	Or:	
June 7 -	By gross amount of the mortgage sale made, per report of sale filed, to wit:	\$795.00
	Dr:	
" "	To J. Frank Harper and William R. Horney, parties making the mortgage sale, for their commissions, per terms of mortgage, to wit:	\$54.18
" "	To do., for court costs of this cause per clerk's statement, as follows: Appearance fee of plaintiff's solicitors: \$10.00 Clerk's costs, paid per his receipt, 18.75	28.75
" "	To do., for amount of one half of state & county taxes, of current year to be paid out of sales per report of sales, the sum of:	11.17
" "	To do., for the costs of their bond paid the corporate surety thereon, per receipted account:	10.00
" "	To do., for costs of advertising notice of sale and order nisi thereon in Centreville Observer, per receipted accounts for same, to wit:	43.25
" "	To do., for amount paid J. E. Anthony for crying sale, per his receipt for same, to wit:	10.00
# "	To do., for costs of advertising the nisi order to be passed as to this account, to wit:	3.00
" "	To Madison Brown, auditor, for stating this account, the sum of	4.50
" "	To J. Frank Harper and William R. Horney, assignees of the mortgage, on account of their mortgage claim, this balance which is not sufficient to pay their claim in full, to wit:	\$630.15
		\$795.00 \$795.00

Statement of the Debt.

Anna D. Green and Thomas R. Green, mortgagors, in account with J. Frank Harper and William R. Horney, assignees of mortgage, 1927.

	Dr.		
June 7:	To amount of the mortgage due on day of sale, per statement filed in this cause, to wit:		\$1,041.44
	Cr:		
" "	By amount applicable thereto in above account;		630.15
	Balance due same bearing interest from June 7, 1927		\$411.29

September 15, 1927,

Madison Brown,
auditor.

Filed September 15th. 1927.

NISI RATIFICATION OF AUDIT.

J. Frank Harper, and
William R. Horney, Assignees,

vs.

Anna Green, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CAUSE NO. 2701.

ORDERED, This 15th. day of September, 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 13th. day of October, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 6th. day of October, 1927, in some newspaper printed and published in Queen Anne's County.

Filed September 15th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.

Filed Oct. 14th. 1927.

NISI RATIFICATION OF AUDIT.

J. Frank Harper and William R. Horney,
vs,
Anna Green, et. al.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CAUSE NO. 2701.

Ordered, this 15th day of September, 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 13th day of October, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of October, 1927, in some newspaper printed and published in Queen Anne's County.

Filed September 15th. 1927.

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

THE CENTREVILLE OBSERVER.

Centreville, Md., October 14th. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of "J. Frank Harper, et al. vs. Anna D. Green, 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, the first publication having been made on September 17, 1927, more than two weeks before the 6th day of October in the year 1927.

Filed October 14th. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret Durney.

ORDER OF COURT RATIFYING AUDIT.

J. FRANK HARPER and
WILLIAM R. HORNEY,
Assignees of Mortgage,

vs.

ANNA D. GREEN and
THOMAS R. GREEN, her husband,
Mortgagors.

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

Cause No. 2701.

ORDERED, this 17th. day of October, 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 within and 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, although notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause, and the Assignees, J. Frank Harper and William R. Horney are 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 Assignees.

Filed October 18th. 1927.

Thomas J. Keating.

NO. 2677 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the nineteenth day of November, in the year nineteen hundred and twenty-six, the following Order to Docket Suit was filed for record, to wit:

J. FRANK HARPER and
WILLIAM R. HORNEY,
Assignees of Mortgage,

vs.

WOOLSEY J. MASSEY and
EMMA MASSEY, his wife,
Mortgagors.

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

Cause No. 2677.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from Woolsey J. Massey and Emma Massey, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 12th day of January, nineteen hundred and twenty three, and of the assignments thereof, including the assignment from Dudley G. Roe to J. Frank Harper and William R. Horney, bearing date the 18th day of November, nineteen hundred and twenty six, said mortgage and assignments being recorded in Liber J. F. R. No. 10, folios 183 etc., a land record book for Queen Anne's County, Maryland.

This suit, to be docketed as aforesaid, is 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 the failure to keep insured the improvements on the mortgaged property, which the said Woolsey J. Massey covenanted to insure, and pending the existence of said mortgage, to keep insured to the amount of at least the full insurable value thereof.

And as in duty bound, etc.,

J. Frank Harper
Per Wm. R. Horney

William R. Horney
Assignees of Mortgage.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.
Filed Nov. 19th. 1926.

#9775. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 13th. day of January, in the year nineteen hundred and twenty three, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this 12th. day of January, in the year nineteen hundred and twenty three, by and between Woolsey J. Massey and Emma Massey, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and The Sudlersville Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, party of the second part.

WHEREAS the said Woolsey J. Massey is justly indebted unto the said body corporate in the full sum of twelve thousand dollars, cash this day loaned him by said body corporate upon the condition hereinafter mentioned, and for which the said Woolsey J. Massey has drawn and passed unto the said body corporate his promissory note for the said sum of twelve thousand dollars bearing the same date as these presents and payable to the order of said body corporate six months after date at its banking house in the town of Sudlersville in said county.

AND WHEREAS said sum was loaned upon the condition that this mortgage should be given at the time of said loan and delivery of said note to secure the said sum so loaned, the said note above described given for the same, and each and every renewal of said note which hereafter may be accepted whether said renewal or renewals be in whole or in part of the original amount.

NOW THEREFORE THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said Woolsey J. Massey and Emma Massey, his wife, do hereby grant and convey unto the said body corporate, The Sudlersville Bank of Maryland, its successors and assigns, in fee simple, the following described lots or parcels of land, to wit:

Parcel No. 1: All that lot or parcel of land called or known as "The W. J. Massey Residential Property", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Church Hill to Price Station on the Queen Anne's and Kent Railroad, adjoining the property of Sarah McKenney (formerly that of Frank Meeds) and that of Henry Furbush, and composed of the two following described lots or parcels of land heretofore reduced by the said Woolsey J. Massey into one lot of land called as aforesaid, to wit:

Lot No. 1: BEGINNING for the same at a point in the middle of said road at end of the third line of the lot of Henry Furbush (formerly that of Elizabeth Cole), and running thence with said third line reversed north fifty one degrees east, ten perches; north thirty one degrees and one half of a degree west, four perches; south fifty one degrees west, ten perches to the middle of the road; thence south thirty one degrees and one half of a degree east, four perches to the beginning, being the same land granted unto the said Woolsey J. Massey by John T. Cahall et al., by deed dated 15 July 1895, and recorded in Liber W. H. C. No. 3, fols. 118 &f., land record of said county.

Lot No. 2: All that lot of land on the east side of said road, adjoining Lot No. 1, and beginning for the same at a point in the middle of said road at the point a corner for said lot No. 1, and running thence north thirty two degrees west, twelve feet, with road; thence north fifty six degrees east, one hundred ninety eight feet to corner for said lot No. 1; thence south fifty three and one fourth degrees west, one hundred ninety six feet to the beginning; being the same land granted unto the said Woolsey J. Massey by Sarah A. Wood, et al., by Deed dated 15 April, 1896, and recorded in Liber W. H. C. No. 4, fols. 358 &., a land record book of said county. Said parcel No. 1 is improved by a frame dwelling house in the occupancy of the parties of the first part.

Parcel No. 2: All that lot of land called or known as "The W. J. Massey Elevator Property", improved by a frame building called "The Massey Elevator", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the east side of the right of way of the Queen Anne's and Kent Railroad, at or near Price Station on said railroad, and beginning for the same at a stone planted on north side of a ditch bank near a tree on the line of the said right of way of said railroad thirty three feet from the centre of the railroad track, and running thence with the line of said right of way north sixty five degrees fifty minutes east, 185 feet to a stone also along said way; thence south twenty four degrees ten minutes east, one hundred feet to a stone; thence south sixty five degrees fifty minutes west, 214 feet to a stone mentioned in the description of the right of way created by the deed granting this land hereinafter mentioned; thence north sixty degrees forty minutes west, 104 feet to beginning; being the same land granted unto the said Woolsey J. Massey by W. E. B. Faithful by deed dated 27 July, 1908, and recorded in Liber S. S. No. 5, fols. 89 &., a land record book of Queen Anne's County.

TOGETHER with all the machinery, fixtures, implements, utensils, belts, and appliances now used in said elevator or building or appurtenant thereto, or necessary to its successful operation of the business now carried on therein or intended therefor.

TOGETHER with that right or way appurtenant thereto created by full description in the deed referred to.

Parcel No. 3. ALL that lot or parcel of land called or known as "Lot No. 50", of the map hereinafter referred to situate, lying and being at or near Price Station aforesaid, in the Second Election District of Queen Anne's County, State of Maryland, on the street or road called "Massey Avenue", and bounded by said railroad track and by the said said "Elevator Property", described above, with a frontage on said Avenue of 200 feet and a depth of 100 feet of same width, and being the same lot of land granted unto the said Woolsey J. Massey by Harvey L. Cooper by deed dated 17 April, 1916, and recorded in Liber W. F. W. No. 8, fols. 519, a land record book of said county; the said map referred to bears the designation "Plot showing Cooper's Sub-division of the Brown-Faithful land at Price Station", and is recorded in Liber W. F. W. No. 3, fols. 370 &., a land record book of said county.

Parcel No. 4: All that lot of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, near Price Station aforesaid, adjoining the Home Property of the said W. J. Massey and also the School Property at Price Station aforesaid and beginning for the same at end of the second line of Tract No. 1 of "The B. E. Cook Farm", of the General McKenney Estate, and running thence south 37 degrees 30 minutes east, 4 rods; thence south 54 degrees forty five minutes west, 33.1 rods to a stone or stake; thence north 31 degrees west, 24.7 rods to the W. T. McKenney lot of land; thence north 49 degrees 30 minutes east, 26.5 rods to a stone at a hickory tree; thence south 51 degrees 30 minutes east, 23.8 rods to School Property; thence south 50 degrees 15 minutes west, 2.32 rods to beginning; containing 5.003 acres of land, more or less, and being the same land granted unto said Woolsey J. Massey by William McKenney, trustee; by deed dated 11 March, 1916, and recorded in Liber W. F. W. No. 8, fols. 518 &., a land record book of said county.

TOGETHER with all the roads, rights, ways, waters, privileges, advantages and appurtenances unto said several parcels of land belonging or in any wise appertaining, and all the buildings and improvements thereof and thereon.

PROVIDED, that if the said Woolsey J. Massey, his heirs, executors, administrators or assigns shall well pay or cause to be paid at the maturity thereof the above described promissory note and each and every renewal thereof, original or otherwise, in whole or in part of the amount of the original debt, then this mortgage shall be void; and until default be made in the premises the said Woolsey J. Massey, his heirs and assigns, shall possess said property.

AND the said Woolsey J. Massey, for himself, his heirs, executors, administrators and assigns, covenants to pay, as they severally fall the debt hereby secured, all interest due thereon, each and every note secured hereby, all taxes, assessments, public dues and charges levied thereon and on the property hereby conveyed, all costs and attorneys commissions and charges incurred in the collection of said debt and note secured hereby, and to insure, and pending the existence of this mortgage, to keep insured the improvements on said mortgaged property to the amount of at least the full insurable value thereof in some company or companies to meet the approval of the said body corporate, its successors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds of the same, in case of loss, of improvements, shall be applied to the payment of this mortgage, and to deliver said policy or policies to said mortgagee, its successors

or assigns, and that no thing shall be done whereby said mortgaged property may be depreciated or lessened in value.

But in case of default in the payment of any note secured hereby, or in any covenant or condition of this mortgage, the said body corporate, its successors or assigns, or Madison Brown, of said county, attorney at law, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said mortgaged property upon giving at least twenty days previous notice of the time, place, manner and terms of sale in some newspaper published in said county, and such other notice as the party selling may deem expedient, for cash or for cash and credit, at the option of the party making the sale, the credit payments, if any, to bear interest and to be secured by the notes of the purchaser with surety or sureties thereon to be approved by the party making the sale, and to apply the proceeds of sale to the payment of first, all expenses incident to such sale, including as compensation to the party making said sale or sales a sum of money equal to that allowed trustees selling real estate under the decree of the Circuit Court of said county, in equity; second, all moneys owing hereunder or secured hereby whether the same shall have then matured or not; and third, to pay the balance to the said Woolsey J. Massey or to whoever may be entitled to the same.

AND it is hereby agreed that after default has been made in the terms of this mortgage and after suit has been docketed in proper Court for the foreclosure of this mortgage, said body corporate, its successors or assigns, or their said attorney, shall not be required to receive and accept the debt, principal and interest due hereunder in satisfaction of this mortgage, unless the tender of said mortgaged indebtedness be accompanied by the payment of all expenses incident to said suit, including a commission on the total indebtedness, principal and interest, equal to one-half of the commissions allowed trustees under the decree of said court, and which said costs, expenses and commissions the said Woolsey J. Massey hereby covenants and agrees to pay.

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

Test: John F. Stokes.

Woolsey J. Massey (SEAL)

Emma Massey (SEAL)

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

I hereby certify that on this 12th. day of January, in the year nineteen hundred twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Woolsey J. Massey and Emma Massey, his wife, and they did each acknowledge the foregoing mortgage to be their respective act. In testimony whereof I hereunto set my hand and affix my seal Notarial.

Notary
Public
Seal.

John F. Stokes
Notary Public.

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 three, before me, the subscriber, a Notary Public of the State of Maryland; in and for Queen Anne's County aforesaid, personally appeared W. Otho Thomas; the President of the Sudlersville Bank of Maryland, the within named mortgagee, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

Notary
Public
Seal.

John F. Stokes
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the 19th. day of November, in the year 1926, the following Assignments were brought to be recorded, to wit:

For value received, the Sudlersville Bank of Md., a body corporate, does hereby assign and transfer the within and foregoing mortgage to Dudley G. Roe, without recourse.

Witness our hand and corporate seal this 15th. day of November, in the year 1926.

Witness:
E. H. Gillespie, Asst. Cashier.

Seal's
Place.

Sudlersville Bank of Md.,
By
John F. Stokes, Cashier,
&
Dudley G. Roe, Vice Pres.

For purpose of foreclosure and collection, I hereby transfer and assign the within and foregoing mortgage to J. Frank Harper and Wm. R. Horney.

Witness my hand and seal this 18th. day of November, 1926.

Witness: Lillian Phillips.

Seal's
Place.

Dudley G. Roe (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. #10, folio 183 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 19th. 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 eleventh day of December, 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. Frank Harper and 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 fifteen thousand dollars (\$15,000.00) 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, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, and dated this tenth day of December, in the year nineteen hundred and twenty six:-

Whereas, a certain mortgage from Woolsey J. Massey and Emma Massey, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the twelfth day of January, nineteen hundred and twenty three, and recorded in Liber J.F.R. No. 10, folios 183 etc., a land record book for Queen Anne's County aforesaid, has been by mesne assignments duly assigned to the said J. Frank Harper and William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage;

And whereas, the above bounden, J. Frank Harper and William R. Horney, the assignees of said mortgage as aforesaid, are about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage;

Now the condition of the above obligation is such, that if the above bounden J. Frank Harper and 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:

J. Frank Harper (SEAL)

William R. Horney (SEAL)

Wm. McKenney.
Attest: Wm. McKenney.

United States Fidelity and
Guaranty Company.
By William R. Horney.
Its Attorney in fact.

Seal's
place.

And on the back of the foregoing Bond was thus endorsed to wit:-
Security approved and Bona filed December 11th. 1926.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, folio 262 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 Dec. in the year 1926.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Dec. 14th. 1927.

J. FRANK HARPER and
WILLIAM R. HORNEY,
a ssignees of Mortgage,

vs.

WOOLSEY J. MASSEY and
EMMA MASSEY, his wife,
Mortgagors.

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

Cause No. 2677.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of J. Frank Harper and William R. Horney, Assignees of the mortgage hereinafter described, to your Honors, respectfully sets forth:-

1. That default was made by the mortgagors by reason of the failure to keep insured the improvements on the mortgaged property, that is to say: the mortgagors failed to keep insured the buildings, machinery, equipment and other improvements on "Parcel No. 2" of the mortgaged property, which the said mortgagors covenanted to insure, and pending the existence of the mortgage mentioned in these proceedings, to keep insured to the amount of at least the full insurable value thereof, which said insurance on said buildings, machinery, equipment and other improvements on said "Parcel No. 2" of the mortgaged property constituted and was a vital and necessary part of the protection and security for the mortgage debt secured by said mortgage, the said mortgage being as follows, to wit: the mortgage from Woolsey J. Massey and Emma Massey, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the twelfth day of January, nineteen hundred and twenty three, and recorded in Liber J. F. R. No. 10, folios 183 etc., a land record book for Queen Anne's County, Maryland, which said mortgage was by mesne assignment duly assigned to the said J. Frank Harper and William R. Horney, said assignments being recorded among said land records at the foot of said mortgage. A copy of said mortgage and the several assignments thereof, duly certified, is filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said J. Frank Harper and William R. Horney, Assignees 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 printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said J. Frank Harper and William R. Horney, Assignees 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 fourteenth day of December, in the year nineteen hundred and twenty six, at the hour of two o'clock P.M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, default having occurred therein as hereinbefore stated, proceeded to sell the real estate described in and granted by said mortgage, that is to say: they then and there offered at public sale to the highest bidder, in the first place, all that lot or parcel of land called or known as "The W. J. Massey Elevator Property", being the property described as "Parcel No. 2" in the said mortgage and in the advertisement of sale, improved by a frame building called "The Massey Elevator", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the east side of the right of way of the Queen Anne's and Kent Railroad, at or near Price Station on said railroad, and beginning for the same at a stone planted on the north side of a ditch bank near a tree on the line of the said right of way of said railroad thirty three feet from the centre of the railroad track, and running thence with the line of said right of way North sixty five degrees fifty minutes East, one hundred and eighty five feet to a stone also along said way; thence South twenty four degrees ten minutes East; one hundred feet to a stone; thence South sixty five degrees fifty minutes West, two hundred and fourteen feet to a stone mentioned in the description of the right of way created by the deed granting this land hereinafter mentioned; thence North sixty degrees forty minutes West, one hundred and four feet to the beginning, together with all the machinery, fixtures, implements, utensils, belts and appliances now used in said elevator or building, or appurtenant thereto, or necessary to the successful operation of the business carried on therein or intended therefor, and together with that right of way appurtenant thereto created by full description in the deed to the said Woolsey J. Massey from W. E. B. Faithful, dated July twenty seventh, nineteen hundred and eight, and recorded in Liber S. S. No. 5, folios 89 etc., a land record book for Queen Anne's County, and sold the same to Frank W. Brower, at and for the sum of ELEVEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$11,750.00), he being then and there the highest bidder therefor at said sum. And they, the said J. Frank Harper and William R. Horney, Assignees of mortgage as aforesaid, then and there offered at public sale to the highest bidder, the two following lots or parcels of land as one parcel, said two parcels adjoining each other and being used and occupied as one property, and being described in said mortgage and said advertisement of sale as "Parcel No. 1" and "Parcel No. 2", respectively, to wit:

Parcel No. 1: All that lot or parcel of land, improved by a frame dwelling house, called or known as "The W. J. Massey Residential Property", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Church Hill to Price Station on the Queen Anne's and Kent Railroad, adjoining the property of Sarah McKenney (formerly that of Frank Meeds) and that of Henry Furbush, and composed of the two following described lots or parcels of land heretofore reduced by the said Woolsey J. Massey into one lot of land called as aforesaid, to wit: Lot No. 1, beginning for the same at a point in the middle of said road at the end of the third line of the lot of Henry Furbush (formerly that of Elizabeth Cole), and running thence with said third line reversed North fifty one degrees East, ten perches; North thirty one and one-half degrees West, four perches; South fifty one degrees West, ten perches to the middle of the road; thence South thirty one and one-half degrees East, four perches to the beginning. Lot No. 2, all that lot of land on the east side of said road, adjoining Lot No. 1, and beginning for the same at a point in the middle of said road at the point a corner for said Lot No. 1, and running thence North thirty two degrees West, twelve feet, with road; thence North fifty six degrees East, one hundred and ninety eight feet to a corner for said Lot No. 1; thence South fifty three and one-quarter degrees West, one hundred and ninety six feet to the place of beginning.

Parcel No. 4; All that lot of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, near Price Station aforesaid, adjoining the Home Property of the said W. J. Massey and also the School Property at Price Station aforesaid, and beginning for the same at the end of the second line of Tract No. 1, of "The B. E. Cook Farm" of the General McKenney estate, and running thence South thirty seven degrees thirty minutes East, four rods; thence South fifty four degrees forty five minutes West; thirty three and one-tenth rods to a stone or stake; thence North thirty one degrees West, twenty four and seven-tenths rods to the W. T. McKenney lot of land; thence North forty nine degrees thirty one minutes East, twenty six and five-tenths rods to a stone at a hickory tree; thence South fifty one degrees thirty minutes East, twenty three and eight tenths rods to the School Property; thence South fifty degrees fifteen minutes West, two and thirty two one-hundredths rods to the beginning, containing five and three one-thousandths (5.003) acres of land, more or less, and sold the said two parcels to the said Frank W. Brower, at and for the sum of FORTY ONE HUNDRED DOLLARS, (\$4,100.00), he being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Centreville Observer, a newspaper printed and published as aforesaid in Queen Anne's County, Maryland, is filed herewith as a part of this Report and is marked "Exhibit A".

4. That prior to offering said property for sale, announcement was made by the said Assignees that the purchaser or purchasers would not be required to pay the taxes levied on said property for the current year, nineteen hundred and twenty six; that of insurance on the improvements would be adjusted as of the day of sale; that possession of the said "Elevator Property", that is to say, that above described "Parcel No. 2" would be given upon compliance by the purchaser or purchasers with the terms of sale; and that possession of the said "Residential Property", that is to say, the above described "Parcel No. 1" and "Parcel No. 4" would be given on the first day of March, nineteen hundred and twenty seven.

5. The said purchaser, Frank W. Brower, has paid unto the said Assignees the sum of FIFTY EIGHT HUNDRED AND FIFTY DOLLARS (\$5,850.00), as a part payment on account of said purchaser money and has agreed to pay the balance of said purchase money upon the final ratification of said sales by this Court.

6. That the lot or parcel of land described in said mortgage and said advertisement of sale as "Parcel No. 3" was not offered for sale for the reason that the proceeds of the sale of the above described "Parcel No. 2", "Parcel No. 1" and "Parcel No. 4" are sufficient to pay the mortgage debt and all the costs and expenses incident to the making of said sale.

Respectfully submitted,

J. Frank Harper

William R. Horney

Assignees of Mortgage.

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

I HEREBY CERTIFY that on this fourteenth day of December, 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 J. Frank Harper and William R. Horney, Assignees of Mortgage, and each made oath in due form of law that the matters and things stated in the aforesaid REPORT OF SALE are true to the best of their knowledge and belief, and that the sales therein reported were fairly made.

Filed December 14th. 1926.

B. Hackett Turner
 Clerk of the Circuit Court for
 Queen Anne's County, Mary-
 land.

CERTIFICATE OF PUBLICATION OF
 ADVERTISEMENT OF SALE.
 "EXHIBIT A"
 Filed Dec. 14th. 1926.

ASSIGNEE'S SALE OF A VALUABLE HOUSE & LOT, GRAIN ELEVATOR,
 AND VACANT LOTS OF LAND AT PRICE'S STATION.

Default having occurred in the terms of the mortgage from Woolsey J. Massey and Emma Massey, his wife, to The Sudlersville Bank of Maryland, dated January 12th. 1923, and recorded in Liber J. F. R. No. 10, folios 183 etc., a land record book for Queen Anne's County, Maryland, the undersigned, assignees by mesne assignment, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, in front of the Court House Door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, DECEMBER 14, '26, beginning at the hour of 2 o'clock p.m., the property conveyed by said mortgage, consisting of:

PARCEL NO. 1

ALL THAT LOT OR PARCEL OF LAND, improved by a FRAME DWELLING HOUSE, called or known as THE W. J. MASSEY RESIDENTIAL PROPERTY", situate; lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Church Hill to Price Station on the Queen Anne's and Kent Railroad, adjoining the property of Sarah McKenney (formerly that of Frank Meeds) and that of Henry

Furbush, and composed of the two following described lots or parcels of land heretofore reduced by the said Woolsey J. Massey into one lot of land called as aforesaid, to wit: LOT NO. 1, Beginning for the same at a point in the middle of said road at the end of the third line of the lot of Henry Furbush (formerly that of Elizabeth Cole) and running thence with said third line reversed N. 51 degrees E. 10 perches; N. 31½ degrees W. 4 perches; S. 51 degrees W. 10 perches to the middle of the road; thence S. 31½ degrees E. 4 perches to the beginning. LOT NO. 2, All that lot of land on the east side of said road, adjoining LOT NO. 1, and beginning for the same at a point in the middle of said road at the point a corner for said Lot No. 1, and running thence N. 32 degrees W. 12 feet, with road; thence N. 56 degrees E., 198 feet to a corner for said Lot No. 1; thence S. 53¼ degrees W. 196 feet to the place of beginning.

PARCEL NO. 2.

ALL THAT LOT OF LAND called or known as "THE W.J. MASSEY ELEVATOR PROPERTY", improved by a frame building called "THE MASSEY ELEVATOR", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the east side of the right of way of the Queen Anne's and Kent Railroad, at or near Price Station on said railroad, and beginning for the same at a stone planted on the north side of a ditch bank near a tree on the line of the said right of way of said railroad 33 feet from the centre of the railroad track, and running thence with the line of said right of way N. 65 degrees 50 minutes E., 185 feet to a stone also along said way; thence S. 24 degrees 10 minutes E. 100 feet to a stone; thence S. 65 degrees 50 minutes W., 214 feet to a stone mentioned in the description of the right of way created by the deed granting this land hereinafter mentioned; thence N. 60 degrees 40 minutes W., 104 feet to the beginning; TOGETHER with all the machinery, fixtures, implements, utensils, belts and appliances now used in said elevator or building, or appurtenant thereto, or necessary to the successful operation of the business now carried on therein or intended therefor; and TOGETHER with that right of way appurtenant thereto created by full description in the deed to the said Woolsey J. Massey from W. E. B. Faithful, dated July 27th. 1908, and recorded in Liber S. S. No. 5, folios 89 etc., a land record book of Queen Anne's County.

PARCEL NO. 3.

ALL that lot or parcel of land called or known as "LOT NO. 50", on the map hereinafter referred to situate, lying and being at or near Price Station aforesaid, in the Second Election District of Queen Anne's County, State of Maryland, on the street or road called "Massey Avenue", and bounded by said railroad track and by the said "Elevator Property" described above, with a frontage on said Avenue of 200 feet and a depth of 100 feet of same width; the said map referred to bears the designation "Plot showing Cooper's Sub-division of the Brown-Faithful land at Price Station" and is recorded in Liber W. F. W. No. 3, folios 370 etc., a land record book for said county.

PARCEL NO. 4.

ALL THAT LOT OF LAND situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, near Price Station aforesaid, adjoining the Home Property of the said W. J. Massey and also the School Property at Price Station aforesaid, and beginning for the same at the end of the second line of Tract No. 1 of "the B.E. Cook Farm" of the General McKenney Estate, and running thence S. 37 degrees 30 minutes E., 4 rods; thence S. 54 degrees 45 minutes W., 33.1 rods to a stone or stake; thence N. 31 degrees W., 24.7 rods to the W. T. McKenney lot of land; thence N. 49 degrees 31 minutes E. 26.5 rods to a stone at a hickory tree; thence S. 51 degrees 30 minutes E., 23.8 rods to the School Property; thence S. 50 degrees, 15 minutes W., 2.32 rods to the beginning, containing 5.003 acres of land, more or less.

TERMS OF SALE:

One-third of the purchase price will be required on the day of sale, and the balance in two equal installments, payable, respectively, in one and two years from the day of sale, or all cash, at the option of the purchaser or purchasers, the credit payments, if any, to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the undersigned. Further particulars will be made known on day of sale.

J. ELMER ANTHONY, Auctioneer.

J. FRANK HARPER,
WILLIAM R. HORNEY,
Assignees of Mortgage.

THE CENTREVILLE OBSERVER.

Centreville, Md., Dec. 14th. 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of J. Frank Harper and William R. Horney, Assignees of Mortgage, vs. Woolsey J. Massey and Emma Massey, his 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 14th day of Dec., in the year 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.,

By Bertha G. Durney.

N I S I.

J. Frank Harper, and
William R. Horney,
Assignees of Mortgage,

vs.

Woolsey J. Massey and
Emma Massey, his wife,
Mortgagors.

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

CHANCERY NO. 2677.

ORDERED, This 14th. day of December, A. D., 1926, that the sale of the real estate made and reported in this cause by J. Frank Harper & Wm. R. Horney, Assignees of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th. 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 20th. day of January next.

The Report states the amount of sales to be \$15,850.00.

Filed December 14th. 1926.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.

Filed Feb. 21st. 1927.

--NISI.

J. FRANK HARPER and WILLIAM R. HORNEY,
Assignees of Mortgage,

vs.

WOOLSEY J^o MASSEY AND EMMA MASSEY, HIS WIFE,
MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY: CHANCERY NO. 2677.

Ordered, This 14th day of December, A. D., 1926, that the sale of the real estate made and reported in this cause by J. Frank Harper and William R. Horney, Assignees of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of January, next.

The Report states the amount of sales to be \$15,850.00.

Filed December 14th. 1926.

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

THE CENTREVILLE OBSERVER.

Centreville, Md., Feb. 21st. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of J. Frank Harper and William R. Horney, Assignees of Mtg. vs. Woolsey J. Massey and Emma Massey, 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, the first publication thereof having been on December 18th. 1926, more than four weeks before the twentieth day of January, in the year 1927.

Filed Feb. 21st. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

STATEMENT OF MORTGAGE DEBT.
Filed Feby. 12th. 1927.

J. FRANK HARPER, and
WILLIAM R. HORNEY,
Assignees of Mortgage,

vs.

WOOLSEY J. MASSEY and
EMMA MASSEY, his wife,
Mortgagors.

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

Cause No. 2677.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debt, interest etc., owing as of the day of sale, under the mortgage from Wolsey J. Massey and Emma Massey, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the twelfth day of January, nineteen hundred and twenty three, and recorded in Liber J. F. R. No. 10, folios 183 etc., a land record book for Queen Anne's County aforesaid, and duly assigned, by mesne assignments, to J. Frank Harper and William R. Horney, for the purpose of foreclosure and collection.

Amount of the principal mortgage debt evidenced by the promissory note secured by said mortgage attached hereto, \$12,000.00

Amount of the insurance premium on the policies of fire insurance aggregating the sum of \$9,000.00 on the improvements on the mortgaged property for the period of one year from November 15th. 1926, 212.82 \$12,212.82

Credit by the amount of the rebate of interest on said promissory note from December 14th. 1926, (the date of the sale of the real estate made and reported in this cause), to January 10th. 1927, \$ 52.00

Credit by the amount of the rebate of the insurance premium on the policies of fire insurance on the improvements on the mortgage property which were cancelled by the insurance companies prior to the issuing of the new policies of insurance mentioned above, 47.08

Credit by the amount of the proportionate part of the insurance premium on the new policies of insurance mentioned above for the period from December 14th. 1926, (the date of the sale of the real estate made and reported in this cause) to the date of the expiration of said policies, to be paid by the purchaser of the said real estate sold in these proceedings in the adjustment of said insurance as of the day of sale, 196.70 295.78

Total amount of principal mortgage debt, interest, etc., owing as of December 14th. 1926, \$11,917.04

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

I HEREBY CERTIFY that on this twelfth day of February, in the year nineteen hundred and twenty seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Frank Harper and William R. Horney, Assignees of Mortgage, and each made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true to the best of their knowledge and belief.

Filed Feby. 12th. 1927.

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

FINAL ORDER OF RATIFICATION.

J. FRANK HARPER and WILLIAM R. HORNEY, Assignees of Mortgage,

vs.

WOOLSEY J. MASSEY and EMMA MASSEY, his wife, Mortgagors.

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

Cause No. 2677.

ORDERED, this 23rd. day of February, 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 J. Frank Harper and William R. Horney, Assignees of Mortgage, and reported by them in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the proceeding Order Nisi passed in this cause on the fourteenth day of December, nineteen hundred and twenty six; and the said J. Frank Harper and William R. Horney, Assignees of Mortgage as aforesaid, are allowed the commissions and all expenses, not personal, which are provided for by the mortgage and for which they shall produce vouchers to the Auditor of this Court; and before making collection of the remainder of purchase money, the Assignees are directed to file an additional bond in the penalty of one thousand dollars.

Filed Feb. 24th. 1927.

Thomas J. Keating

CERTIFIED COPY OF
ADDITIONAL BOND.
Filed Feb. 25th. 1927.

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

KNOW ALL MEN BY THESE PRESENTS, that we, J. Frank Harper and 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 one thousand dollars (\$1,000.00) 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, successors and assigns; in the whole and for the whole, jointly and severally; firmly by these presents, sealed with our seals, and dated this twenty fourth day of February, in the year nineteen hundred and twenty seven;

WHEREAS, a certain mortgage from Woolsey J. Massey and Emma Massey, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the twelfth day of January, nineteen hundred and twenty three, and recorded in Liber J.F.R. No. 10, folios 183 etc., a land record book for Queen Anne's County aforesaid, has been by mesne assignments duly assigned to the said J. Frank Harper and William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden, J. Frank Harper and William R. Horney, the assignees of said mortgage as aforesaid, have executed the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage;

AND WHEREAS, the Circuit Court for Queen Anne's County in Equity, did, on the twenty third day of February, nineteen hundred and twenty seven, by its order confirming and ratifying the sale of said mortgaged property, further order that the said J. Frank Harper and William R. Horney, the assignees of said mortgage as aforesaid, give an additional bond in the penalty of One Thousand dollars (\$1,000.00), before making collection of the remainder of the purchase money for said mortgaged property;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH; that if the above bounden J. Frank Harper and William R. Horney do and shall well and faithfully abide by and fulfill any order of decree which shall be made by any Court of Equity in relation to the sale of 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:-

Albert L. Deen.

As to J. Frank Harper.
James T. Earle.

As to William R. Horney.

Attest: James T. Earle.

J. Frank Harper (SEAL)

William R. Horney (SEAL)

United States Fidelity and
Guaranty Company.

By William R. Horney, Seal's
Its attorney in fact. Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and bond filed February 25th. 1927.

B. Hackett Turner, Clerk.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, folio 282 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 25th. day of February, in the
year 1927.

B. Hackett Turner, Clerk.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed Apr. 15th. 1927.

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

J. Frank Harper and William R. Horney,
assignees of mortgage,

vs.

Woolsey J. Massey and Emma Massey, mortgagors.

(Chancery

) 2677.

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. Frank Harper and William R. Horney, the parties making the sales herein reported as assignees of the mortgage. herein mentioned, with the gross amounts of the sales so made and reported by them, and then by allowing them thereout their compensation for making the sale in accordance with the terms of this said mortgage and rules of court, and the costs of advertising notices of sale and several orders nisi of the cause, auctioneer's fee, costs of their bond, taxes paid, in accordance with their vouchers exhibited unto the auditor, the fee of the auditor, and their mortgage debt per statement of same filed in full.

That after these allowances, there is a balance of the sales left and this is distributed unto Woolsey J. Massey, the mortgagor, by the within account.

Respectfully submitted,

April 15, 1927.

Madison Brown
Auditor.

1926. Cr:
Dec. 14 By gross amount of the sales reported, per report of sales filed, to wit: \$ 15,850.00

Dr:

" "	To J. Frank Harper and William R. Horney, assignees, parties making the sales reported, for their commissions, per terms of mortgage, to wit: the sum of	\$679.00	
	To do., for court costs of this cause per bill of costs of clerk, as follows: Costs of B.H. Turner, clerk, paid; 24.25 Appear. fee of plaintiff's attys. 10.00	34.25	
	To do., for state & county taxes for year 1926 on land sold, paid treasurer, per receipted accounts for same, to wit: sum of	102.32	
	To do., for costs of advertising notice of sale and order nisi thereon in Observer, per receipted account for same, to wit: sum of	131.00	
	To do., for the costs of advertising notice of sale in Centreville Record, per receipted account for same, to wit: sum of	105.00	
	To do., for the costs of their bonds with corporate sureties thereon filed herein, paid said sureties, per receipted accounts: sum of	48.00	
	To do., for the amount paid J.E. Anthony for crying the sales made, per his receipt for same, the sum of	75.00	
	To do., for costs of advertising order nisi to be passed as to this account, sum of:	3.00	
	To Madison Brown, auditor, for stating this audit, sum of	9.00	
	To J. Frank Harper and William R. Horney, assignees of mortgage, in full of their mortgage debt due under said mortgage, per statement filed, the sum of	\$11,917.04	
	To Woolsey J. Massey, mortgagor, this balance, to wit: sum of	<u>2,746.39</u>	
		\$15,850.00	\$ 15,850.00

Filed April 15th. 1927.

Madison Brown,
auditors

NISI RATIFICATION OF AUDIT.

J. Frank Harper and
William R. Horney,
Assignees of Mortgage,

vs.

Woolsey J. Massey, and
Emma Massey, Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CAUSE No. 2677.

ORDERED, this 15th. 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 16th day of May, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of May, 1927, in some newspaper printed and published in Queen Anne's County.

Filed April 15th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF NISI
RATIFICATION OF AUDIT.
Filed May 17th. 1927.

NISI RATIFICATION OF AUDIT.

J. FRANK HARPER and WILLIAM R. HORNEY, ASSIGNEES
OF MORTGAGE,

vs.

WOOLSEY J. MASSEY and EMMA MASSEY, MORTGAGORS.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2677.

ORDERED, this 15th 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 16th day of May, 1927, provided a copy of this order be published once a week in each of two successive weeks before the 7th day of May, 1927, in some newspaper printed and published in Queen Anne's County.

Filed April 15th. 1927.

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

THE CENTREVILLE OBSERVER.

CENTREVILLE, Md., May 10, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Harper and Horney, Assns., vs. Massey, 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 seventh day of May, in the year 1927.

Filed May 17th. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

ORDER OF COURT RATIFYING AUDIT NO. 1.

J. Frank Harper and
William R. Horney,
Assignees of Mortgage,

vs.

Woolsey J. Massey and
Emma Massey, his wife,
Mortgagors.

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

Cause No. 2677.

Ordered, this 23rd. day of May, 1927, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the previous Nisi ratification of Audit passed thereon in this cause, and the Assignees, J. Frank Harper and William R. Horney, are 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 Assignees, and the Assignees, J. Frank Harper and William R. Horney, are hereby directed to hold the sum of \$2,746.39, awarded and allowed to Woolsey J. Massey by said Report and Account of the Auditor, pending the further order of this Court.

Filed May 23rd. 1927.

Thomas J. Keating.

PETITION AND ORDER.
Filed June 7th. 1927.

J. Frank Harper and
William R. Horney,
Assignees,

vs.

Wolsey J. Massey and
Emma Massey,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Cause No. 2677.

To the Honorable, the Judges of said Court:-

The Petition of Edwin H. Brown, Jr., Trustee of Wolsey J. Massey and Emma Massey, Bankrupts, respectfully sets forth:-

1st. That it will appear by the certificate filed herein as part of this Petition marked "Exhibit No. 1" that Wolsey J. Massey and Emma Massey were declared bankrupts on February 10th. 1927, in the United States District Court for the District of Maryland, and that Edwin H. Brown Jr., your Petitioner, was appointed Trustee in Bankruptcy for the said Wolsey J. Massey and Emma Massey, Bankrupts.

2nd. That as said Trustee, he is entitled to all the assets belonging to either the said Wolsey J. Massey or Emma Massey.

3rd. That it will appear by audit filed in these proceedings on April 15th. 1927, where certain real estate belonging to the said Wolsey J. Massey was sold under mortgage foreclosure proceedings, that there was awarded to Wolsey J. Massey, Mortgagor, the sum of two thousand, seven hundred and forty six dollars and thirty nine cents, and that it will appear by reference to the order ratifying said audit, passed by this Court on May 23rd. 1927, that the Assignees, J. Frank Harper and William R. Horney are directed to hold the sum of two thousand and seven hundred and forty six dollars and thirty nine cents, awarded and allowed to the said Wolsey J. Massey by said Report and Account of the Auditor, pending the further order of this Court.

4th. That your Petitioner, as Trustee in Bankruptcy of Wolsey J. Massey claims that he is entitled to said sum of Two thousand, seven hundred and forty six dollars and thirty nine cents, awarded and allowed to the said Wolsey J. Massey by said audit filed in these proceedings.

May it therefore please your Honors to pass an order referring the papers in this cause to the Auditor of this Court so that he can state and report and audit distributing the said surplus to those shown to be entitled to same, with authority to take testimony if found necessary.

And as in duty bound &c.

Edwin H. Brown, Jr.
Trustee Wolsey J. Massey
and Emma Massey, Bankrupts.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 7th. day of June, in the year nineteen hundred and twenty seven, 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., Trustee of Wolsey J. Massey, Bankrupts and made oath in due form of law that the matters and things set forth in the foregoing Petition are true and just as therein stated.

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.

Filed June 7th. 1927.

J. Frank Harper and
William R. Horney,
Assignees,

vs.

Wolsey J. Massey and
Emma Massey, Mortgagors.

In the Circuit Court

for

Queen Anne's County,
In Equity.

Cause No. 2677.

ORDERED, this 7th. day of June, in the year nineteen hundred and twenty

seven; by the Circuit Court for Queen Anne's County, and by the authority of said Court, on the foregoing petition and affidavit and exhibit that the papers in these proceedings be and the same are hereby referred to one of the standing auditors of this Court for the purpose of reporting to this court who is entitled to the surplus now held by said assignees under order of this court; and that the auditor is hereby authorized and empowered, if in his judgment it is necessary to take testimony to establish the parties who are entitled to said surplus; before taking testimony as above directed and reporting to said Court the auditor is hereby directed to give notice to the mortgagors and to all judgment creditors, lienors, assignees and persons claiming any interest in the equity of redemption of the property sold in these proceedings, to file their claims, with vouchers thereof on or before the expiration of sixty days from the date of the first publication of said notice; the said notice to be inserted in a newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks.

Filed June 7th. 1927.

Thomas J. Keating.

"EXHIBIT NO. 1".

Filed June 7th. 1927.

I hereby certify that, on this 25th. day of May, in the year nineteen hundred and twenty seven, Wolsey J. Massey and Emma Massey were declared bankrupts on February 10th. 1927, in the United States District Court for the District of Maryland.

That after the proper notice Creditors' Meeting was held, at which meeting Edwin H. Brown, Jr., of Centreville, was appointed Trustee of Wolsey J. Massey and Emma Massey, Bankrupts, and that all the property belonging to said Wolsey J. Massey and Emma Massey, Bankrupts, was turned over to the said Edwin H. Brown, Jr., as said Trustee and that as said Trustee he is entitled to all the property of said Bankrupts.

Edward T. Miller
Referee.

AUDITOR'S NOTICE.

J. Frank Harper and
William R. Horney,
Assignees,

vs.

Wolsey J. Massey and
Emma Massey, Mortgagors.

{ } In the Circuit Court
{ }
{ } for
{ }
{ } Queen Anne's County,
{ } In Equity.
{ }
{ } Cause No. 2677.

In pursuance of an order of the Circuit Court for Queen Anne's County, in Equity, passed in the above cause on the seventh day of June, in the year nineteen hundred and twenty seven, notice is hereby given by Madison Brown, Auditor of the Circuit Court for Queen Anne's County, in Equity, on this seventh day of June, in the year nineteen hundred and twenty seven, to the mortgagors in the above entitled case and to all judgment creditors, lienors, assignees, and persons claiming any interest in the equity of redemption of the property sold in these proceedings, to file their claims with vouchers thereof, either with him or in said cause, in said court on or before the tenth day of August, in the year nineteen hundred and twenty seven.

Filed June 7th. 1927.

Madison Brown, auditor.

CERTIFICATE OF PUBLICATION
OF AUDITOR'S NOTICE.
Filed June 7th. 1927.

AUDITOR'S NOTICE.

J. Frank Harper and William R. Horney, Assignees,
vs.

Wolsey J. Massey and Emma Massey, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Cause No. 2677.

In pursuance of an order of the Circuit Court for Queen Anne's County, in Equity, passed in the above cause on the seventh day of June, in the year nineteen hundred and twenty seven, notice is hereby given by Madison Brown, Auditor, of the Circuit Court for Queen Anne's County, in Equity, on this seventh day of June, in the year nineteen hundred and twenty seven, to the mortgagors in the above entitled case and to all judgment creditors, lienors, assignees and persons claiming any interest in the equity of redemption of the property sold in these proceedings to file their claims with vouchers thereof, either with him or in said cause in said court on or before the tenth day of August, in the year nineteen hundred and twenty seven.

Filed June 7th. 1927.

MADISON BROWN, AUDITOR.
True copy
Test: B. B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

CENTREVILLE, Md., Aug. 18, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Auditors' Notice in the case of Harper & Horney, Assignees, vs. W. J. Massey & wife, Cause No. 2677, 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, the 1st. insertion being on the 9 day of June, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Lida Hopkins.

AUDIT NO. 2.
Filed Aug. 24th. 1927.

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

J. Frank Harper and William R. Horney,
assignees of mortgage,

Cause No. 2677.

versus

Woolsey J. Massey, et al., mortgagors.

To the Honorable, the Judges of said Court:

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

That the within account arises under the petition of Edwin H. Brown, Junior, as trustee in bankruptcy of Woolsey J. Massey, a bankrupt, filed herein June 7, 1927, seeking to have paid to him the sum of \$2,746.39 distributed by the audit filed herein April 15, 1927, unto Woolsey J. Massey as the equity of redemption value of the property sold in this cause.

That the court passed an order on said petition referring the papers of the cause to the auditor for the purpose of having him ascertain who is entitled to the payment of said sum with authority to take such testimony as the auditor might find necessary.

That prior to stating the within account your auditor gave notice by advertisement inserted in The Centreville Record, a weekly newspaper published in said county, as directed by the order of court above mentioned, to the mortgagors of the cause, and to all judgment creditors, lienors, assignees and persons claiming any interest in said equity, to file their claims with the auditor or in said cause in this court, on or before the tenth day of August, 1927, which advertisement was inserted once a week for four successive weeks before the date last mentioned, the first insertion being in the edition of said newspaper appearing on the ninth day of June, 1927; a certified copy of said notice is filed with this report as part hereof.

That no claims of any kind have been filed with the auditor under said notice and the auditor has ascertained by inquiry of the clerk of this court that no claims of any kind have been filed with the clerk pursuant to said notice, so that the only claim against said equity appearing in this cause is that set forth by Edwin H. Brown, junior, as trustee in bankruptcy of the said Woolsey J. Massey, the mortgagor.

That the auditor has taken no testimony in the matter, as he thinks that the allegations of the petition, which is under oath, are sufficient to sustain the claim, for it is a well-known fact that Woolsey J. Massey has been adjudicated a bankrupt and that the petitioner has been duly appointed the trustee of his estate, the claim of the petitioner not being disputed by the mortgagor nor by any person claiming by, through or under him, nor by any person whatsoever.

That in the within account, the parties making the sale of the cause are charged with the sum above mentioned, now in their hands under the order of ratification of the first audit, and are then thereout allowed the expenses arising under said petition and the order of court passed thereon, including the fee of the auditor. The balance of said sum remaining after these allowances is then awarded unto the said Edwin H. Brown, junior, trustee in bankruptcy, of the said Woolsey J. Massey, on the claim made by him in said petition.

Respectfully submitted,
August 23, 1927.

Madison Brown, auditor.

The proceeds of the sales of the mortgaged real estate of Woolsey J. Massey, mortgagor, in account with J. Frank Harper and William R. Horney, assignees of the mortgage mentioned in this cause and vendors making the sale reported and set forth in the report of sale filed herein.

1926.
Dec.

Cr:

14. By amount distributed unto Woolsey J. Massey by the report and account of the auditor filed April 15, 1927, in this cause, and by the order of court ratifying said audit directed not to be paid to him but to be held subject to order of court, to wit: the sum of \$2,746.39

Dr:

To J. Frank Harper and William R. Horney, vendors, for the costs arising under the petition filed June 7, 1927, for distribution of above amount to those entitled thereto under allegations of petition other than Woolsey J. Massey, to be paid by them, as follows:

To B.H. Turner, clerk, for his costs, per his account of costs, to wit: \$6.50

To The Centreville Record Publishing Co., for costs of advertising the auditor's notice directed to be given by order of the court passed on abovepetition, per bills for same, to wit: 19.25

To the managers of the newspaper publishing the order nisi to be passed as to this account, to wit: 3.00

To Madison Brown, auditor, for stating this account and preparing and giving the notice to parties named in the order of court passed on said petition, the sum of 9.00

To Edwin H. Brown, junior, trustee in Bankruptcy of Woolsey J. Massey, bankrupt, this balance, to wit: \$2,708.64

August 23, 1927.

\$2,746.39

\$2,746.39

Madison Brown,
auditor.

NISI RATIFICATION OF AUDIT.

J. Frank Harper,
William R. Horney,
Assignees of Mortgage,

vs.

Woolsey J. Massey et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2677.

ORDERED, This 24th. day of August, in the year nineteen hundred and 27, that the Report and Account filed in these proceedings on August 24th. 1927, and marked Audit No. 2, by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th. day of September, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of September, 1927, in some newspaper printed and published in Queen Anne's County.

Filed Aug. 24th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Sept. 26, 1927.

NISI RATIFICATION OF AUDIT.

J. Frank Harper, William R. Horney,
Assignees of Mortgage,

vs.

Woolsey J. Massey, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2677.

Ordered, This 24th day of August, in the year 1927, that the Report and Account filed in these proceedings on August 24th, 1927, and marked Audit No. 2 by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th. day of September, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of September, 1927, in some newspaper printed and published in Queen Anne's County.

Filed Aug. 24, 1927.

B. HACKETT TURNER, Clerk.
True Copy
TEST: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md., Sept. 19, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of J. Frank Harper, William R. Horney, Assignees of Mortgage, vs. Woolsey J. Massey, et al., Chy. 2677, 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 9th day of September in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

ORDER OF COURT RATIFYING AUDIT NO. 2.

J. Frank Harper and
William R. Horney,
Assignees of Mortgage,

vs.

Woolsey J. Massey and
Emma Massey, his wife,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,
In Equity.

Cause No. 2677.

Ordered, this 26th day of September, 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 within and 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, although notice appears to have been given as directed by the Nisi Ratification of Audit passed thereon in this cause, and the assignees, J. Frank Harper and William R. Horney, are hereby directed to apply the amount of money now in their hands, with a due proportion of interest, which they may have collected, according to said audit.

Filed Sept. 29th. 1927.

Wm. H. Adkins.

CHANCERY NO. 2708.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty ninth day of June, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:

Madison B. Bordley,
assignee,

vs.

Mary C. Fesmyer, and
Joseph Fesmyer, and
Thomas F. Shortall and
Rosalie A. Shortall.

In the Circuit Court

for

Queen Anne's County,

in Equity.

Mr. Clerk:

Please docket the above entitled suit, file a certified copy of the mortgage from Mary C. Fesmyer and Joseph Fesmyer to R. Mildred Mitchell with the various assignments thereon and record the final assignment to me, said mortgage being dated the nineteenth day of November, in the year nineteen hundred and fifteen and recorded in W.F.W. #8, folio 107, a land record book for Queen Anne's County; and also a certified copy of a mortgage from Thomas F. Shortall and Rosalie A. Shortall to the Centreville National Bank of Maryland, with assignments thereon and record the final assignment to me, said mortgage being dated the 24th day of August in the year nineteen hundred and twenty two and recorded in Liber J. F. R. #9, folios 329, etc., a land record book for Queen Anne's County, and enter my appearance for the plaintiff.

June 29th. 1927.

Madison B. Bordley

Per: E.H.B. Jr.

CERTIFIED COPY OF
MORTGAGE & ASSIGNMENTS.

#5258. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twentieth day of November, in the year nineteen hundred and fifteen, the following MORTGAGE was brought to be recorded, to wit:

THIS MORTGAGE, made this nineteenth day of November, in the year nineteen hundred and fifteen, by Mary C. Fesmyer and Joseph Fesmyer, her husband, of Queen Anne's County.

WHEREAS, said Mary C. Fesmyer and Joseph Fesmyer are jointly and severally indebted unto R. Mildred Mitchell, of said County and State, in the full and just sum of Twelve Hundred Dollars, for money loaned and advanced by said R. Mildred Mitchell unto said Mary C. Fesmyer and Joseph Fesmyer, which said sum of Twelve Hundred Dollars is to be repaid by said Mary C. and Joseph Fesmyer unto said R. Mildred Mitchell and her assigns, together with interest thereon in the meantime at the rate of six per cent per annum, payable semi-annually, at the expiration of two years from this date, 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 Mary C. Fesmyer and Joseph Fesmyer, her husband, do hereby grant and convey unto the said R. Mildred Mitchell, her heirs and assigns, all that lot, tract and parcel of land situate, lying and being in the town of Centreville, County and State aforesaid, on the corner of Tilghman and Price Avenues, adjoining the land of Joseph G. Dawson and the land of Wright and Lowe, improved by a two story frame dwelling house and out buildings, having a frontage of forty one and a half feet on Tilghman Avenue and a frontage of one hundred and sixty feet on Price Avenue, and being the same land and premises described in a deed from Edwin Knox and Emma S. Knox, to the said Mary C. Fesmyer, dated the 24th. day of September, 1903, and recorded in Liber J.E.G. No. 5, fol. 394, a land record book for Queen Anne's County aforesaid.

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 Mary C. Fesmyer and Joseph Fesmyer, their heirs, executors, administrators or assigns shall well and truly pay to the said R. Mildred Mitchell, her executors, administrators or assigns, the aforesaid sum of twelve hundred dollars and the interest to accrue thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mary C. Fesmyer, her heirs and assigns shall possess said property.

AND the said Mary C. Fesmyer and Joseph Fesmyer, 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 one thousand dollars in some Company or Companies approved by the said R. Mildred Mitchell, 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, 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 R. Mildred Mitchell, her executors, administrators or assigns, or H.B.W. Mitchell, her and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale 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 said Mary C. Fesmyer, 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 R. Mildred Mitchell, her executors, administrators or assigns, or H.B.W. Mitchell, her and their said Attorney shall not be required to receive and accept the principal and interest of said mortgage indebtedness 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 Mary C. Fesmyer and Joseph Fesmyer, her husband, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness their hands and seals.

Witness:

Wm. E. Thompson.

MARY C. FESMYER (SEAL)

JOSEPH FESMYER (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this nineteenth day of November, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Mary C. Fesmyer and Joseph Fesmyer, her husband, and did each acknowledge the within and foregoing mortgage to be their respective act and deed, and at the same time also personally appeared H.B.W. Mitchell, the agent of R. Mildred Mitchell, said mortgagee above mentioned, and made oath that the consideration stated in the within and foregoing mortgage was true and bona fide as therein set forth and also at the same time made oath that he was the agent of said R. Mildred Mitchell, mortgagee, and duly authorized to make these affidavits.

WM. E. THOMPSON, J.P.

Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of September, in the year Nineteen Hundred and Seventeen, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and foregoing mortgage for the full amount of the principal debt secured by said mortgage and interest thereon from the 19th. day of May, 1917, to Mary M. Comgys, without recourse or guarantee.

Witness my hand and seal this 31st. day of August, 1917.

Witness: Mrs. J. W. Bradshaw.

R. Mildred Mitchell (SEAL)

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

For value received, and pursuant to an order of the Orphans' Court for Queen Anne's County, passed on the 20th. day of September, nineteen hundred and twenty one, I hereby transfer and assign the within and foregoing mortgage to secure the principal

debt of twelve hundred dollars, together with interest thereon from the nineteenth day of May, nineteen hundred and twenty one, unto Rebecca L. Wright, without recourse or guarantee.

Witness my hand and seal this twenty first day of September, nineteen hundred and twenty one.

Witness: H.B.W. Mitchell.

Eugene L. Dudley (SEAL)

Executor of the last will and testament of Mary M. Comégy's, late of Queen Annes County, deceased.

Queen Anne's County, to wit: Be it remembered that on the first day of June, 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 and aforegoing mortgage unto R. Mildred Mitchell, without recourse or guarantee.

Witness my hand and seal this 1st. day of June, 1925.

Witness: H.B.W. Mitchell.

Rebecca L. Turpin, (SEAL)
nee Wright.

Queen Anne's County, to wit: Be it remembered that on the 10th. day of June, in the year 1927, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and aforegoing mortgage for the amount now due thereunder, to wit: twelve hundred dollars, together with interest thereon from May 19th. 1927, and attorney's commissions for collection at 5%, unto THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, without recourse to or guarantee by me.

Witness my hand and seal this tenth day of June, nineteen hundred and twenty seven.

Witness: H.B.W. Mitchell.

R. Mildred Mitchell (SEAL)

Queen Anne's County, to wit: be it remembered that on the 29th. day of June, in the year nineteen hundred and twenty seven, the following Assignment was brought to be recorded, to wit:

For value received, we hereby assign and transfer the within and aforegoing mortgage unto M.B. Bordley, Attorney, for the purpose of collection. In testimony whereof we, the Centreville National Bank of Maryland, a body corporate, has caused its President, William R. Wilson, to sign said transfer, attested by the signature of the Cashier of said with its seal attached, this twenty-eighth day of June, 1927.

Test: J.F.Rolph, Cashier.

William R. Wilson

Seal's Place.

President of the Centreville National Bank of Maryland.

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. #8, folio 107 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 for Queen Anne's County, this 29th. day of June, in the year nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE.

#9503. QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the twenty fourth day of August, in the year nineteen hundred and twenty two, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 24th. day of August, in the year nineteen hundred and twenty two, by Thomas F. Shortall and Rosalie A. Shortall, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Thomas F. Shortall is justly indebted unto the body corporate, The Centreville National Bank of Maryland, as maker, as surety and as endorsed upon promissory notes payable to said body corporate, and payable at said body corporate, and by said body corporate duly discounted, as follows:-

A promissory note of the said Thomas F. Shortall, upon which Rosalie A. Shortall and J. Fred Shortall are sureties; dated February 28th. 1922, and payable to said body corporate six months after its date for the sum of eight hundred dollars (\$800.00).

A promissory note of the said Thomas F. Shortall, upon which Rosalie A. Shortall and J. Fred Shortall are sureties, dated February 25th. 1922, and payable to said body corporate six months after its date for the sum of five hundred dollars (\$500.00);

A promissory note of J. Fred Shortall, upon which the said Thomas F. Shortall is co-maker, dated June 30th. 1922, and payable six months after its date to Wm. T. Bishop, at said body corporate, for the sum of three hundred dollars (\$300.00), and by said body corporate duly discounted for the said Wm. T. Bishop;

A promissory note of C. B. Shortall, upon which the said Thomas F. Shortall and Rosalie A. Shortall are co-sureties and co-makers, dated August 5th. 1922, and payable two months after its date to the said body corporate for the sum of one hundred and fifty dollars (\$150.00);

A promissory note of C. B. Shortall, upon which the said Thomas F. Shortall and Rosalie A. Shortall are sureties and comakers, dated June 28th. 1922, and payable four months after its date to said body corporate, for the sum of seventy five dollars (\$75.00);

A promissory note of Agnes Shortall, upon which the said Thomas F. Shortall and Rosalie A. Shortall are sureties and comakers, dated March 28th. 1922, and payable six months after its date to said body corporate for the sum of twenty dollars (\$20.00);

A promissory note of J. Fred Shortall, upon which the said Thomas F. Shortall is co-maker, dated March 10th. 1922, and payable six months after its date to C.B. Shortall for the sum of two hundred dollars (\$200.00), at the said body corporate and by said body corporate duly discounted;

A promissory note of J. Fred Shortall, upon which the said Thomas F. Shortall and Rosalie A. Shortall are sureties and co-makers, dated Feb. 20th. 1922, and payable six months after date at said body corporate for the sum of three hundred dollars (\$300.);

A promissory note of Agnes Shortall, upon which the said Thomas F. Shortall and Rosalie A. Shortall are sureties and co-makers, dated May 3rd. 1922, and payable six months after its date at said body corporate for the sum of fifty dollars (\$50.00);

A promissory note of C. B. Shortall, upon which Rosalie A. Shortall is endorsed, dated April 28, 1922, payable four months after date to Thomas F. Shortall and duly discounted for said Thomas F. Shortall by said body corporate for the sum of two hundred and seventy five dollars (\$275.00);

A promissory note of Howard Shortall, dated June 17th. 1922, and payable six months after its date to the said Thomas F. Shortall at said body corporate and by said body corporate duly discounted for the sum of five hundred dollars (\$500.00);

A promissory note of J. Fred Shortall and Mamie Shortall dated May 27th. 1922, and payable three months after its date to the said Thomas F. Shortall at the said body corporate and by it duly discounted, with Rosalie A. Shortall as endorser thereon with the said Thomas F. Shortall, for the sum of twenty three hundred dollars (\$2300.00); an

And a promissory note of J. Fred Shortall and Mamie Shortall dated February 27th. 1922, payable six months after its date to the said Thomas F. Shortall at the said body corporate and by it duly discounted for the sum of five hundred dollars (\$500.00);

And whereas the said Thomas F. Shortall and Rosalie A. Shortall have agreed as a condition precedent to the renewal of said promissory notes or any of them, that all of said promissory notes and each of them and that all and every of the renewals of said notes and of each thereof, whether the renewal be as a whole or as a part of the original or any renewal or part renewal note, should be secured by the execution and delivery of these presents, the amount and time of any renewal note to be at the option of the said body corporate.

Now, therefore, this mortgage witnesseth that for and in consideration of the premises and of the sum of one dollar, the said Thomas F. Shortall and Rosalie A. Shortall, his wife, do hereby grant and convey unto the said body corporate, The Centreville National Bank of Maryland, its successors and assigns, in fee simple, the following real estate, to wit:-

1. The farm or tract of land known as Bristol March, Spring Branch, The Dr. DeButts Farm, or by whatsoever other name or names the same may be known or called, situate in the Fifth Election District of Queen Anne's County, Maryland, on both sides of the public road leading from the Centreville-Queenstown road into Tilghmans Neck, adjoining the

Hermitage tract, the farm of Joseph Boyles, the farm of Wm. T. Bishop, the Robinson farm of C. B. Baker, the Tanyard farm and other lands, containing two hundred and seventy six acres, one rood and thirty eighty perches of land, more or less, described and conveyed in the deed to Thomas F. Shortall from Madison Brown, trustee, dated Sept. 4th. 1909, and recorded in Liber S. S. No. 6, folio 535 etc., a land record book for Queen Anne's County, Maryland.

2. The lot or parcel of land situate in the town of Centreville, Queen Anne's County, Maryland, on the corner of Tilghman Avenue and Price Avenue adjoining the Joseph Dawson property and the property of Wright and Lowe, now occupied as a residence property by the said Thomas F. Shortall, being the same lot of land described and conveyed in the deed to the said Thomas F. Shortall from Mary C. Fesmyer and Joseph Fesmyer, dated July 27th. 1918, and recorded in Liber J.F.R. No. 1, folio 141 etc., a land record book for Queen Anne's County, Maryland.

Together with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the building and improvements thereon erected and being. And it is hereby agreed that in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided that if the said Thomas F. Shortall and Rosalie A. Shortall, their heirs, executors, administrators or assigns, shall well and truly pay to the said body corporate, the Centreville Nat'l. Bank of Maryland, its successors, executors, administrators or assigns, the aforesaid promissory notes and all renewals and part renewals thereof, whether the renewals be in full or in part of the original or any renewal or part renewal thereof, when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Thomas F. Shortall, his heirs and assigns, shall possess the said property.

And the said Thomas F. Shortall, 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 body corporate, The Centreville National Bank of Md., its successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured, and all moneys owing hereunder or secured hereby shall be due and demandable, and the said body corporate, The Centreville National Bank of Maryland, its successors, executors, administrators or assigns, or Thomas J. Keating, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest 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 Thomas F. Shortall, 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 body corporate, the Centreville Nat'l. Bank of Maryland, its executors, administrators, successors 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 Thomas F. Shortall, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hand and seal of the grantors the day and year first above written.

Test: E. M. Forman.

Thos. F. Shortall (SEAL)

Rosalie A. Shortall (SEAL)

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

I hereby certify that on this 24th. day of August, in the year 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 Thomas F. Shortall and Rosalie A. Shortall, his wife, and did each acknowledge the foregoing mortgage to

be their respective act and deed. And at the same time before me also personally appeared J. Fletcher Rolph, Cashier, and agent for the body corporate, The Centreville Nat'l. Bank of Maryland, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth. And the said J. Fletcher Rolph, at the same time before me further made oath in due form of law that he is the duly authorized Cashier and agent of the body corporate, The Centreville National Bank of Maryland, the within named mortgagee, to make the oath as to the consideration stated in the foregoing mortgage.

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

Ezekiel M. Forman, J. P.
NOTARY PUBLIC.

Queen Anne's County, to wit: Be it remembered that on the 29th. day of June, in the year nineteen hundred and twenty seven, the following Assignment was brought to be recorded, to wit:

June 28th. 1927. For value received, we, the Centreville National Bank of Maryland, do hereby transfer and assign the within and foregoing mortgage unto Madison B. Bordley, Attorney, for the purpose of collection. In testimony whereof the said Bank has caused its president, William R. Wilson, to sign this assignment, attested by the sale of said Bank, attested by the Cashier, thereof, J.F. Rolph.

Test: J.F. Rolph, Cashier.

William R. Wilson.

Seal's
Place.

President of the Centreville
National Bank of Maryland.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber J.F.R. #9, folio 329, 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 June, in the year nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of July, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that Madison B. Bordley, of Queen Anne's County, Maryland, as principal, and the Fidelity and Deposit Company of Maryland, a body corporate, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of thirty five hundred dollars (\$3500) to be paid to the State of Maryland, 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 26th. day of July, in the year nineteen hundred and twenty seven.

Whereas, the above bounden, Madison B. Bordley, by virtue of the power of sale contained in two mortgages, one from Mary C. Fesmyer and Joseph Fesmyer to R. Mildred Mitchell, dated the 19th. day of November, 1915, and after mesne assignments assigned to Madison B. Bordley, attorney for the purpose of collection, said mortgage and assignments, being recorded in Liber W.F.W. No. 8, folio 107, one of the land records of Queen Anne's County, the other from Thomas F. Shortall and Rosalie Al Shortall, his wife, to the Centreville National Bank of Maryland, dated August 24th. 1922, and assigned unto Madison B. Bordley, attorney, for the purpose of collection, said mortgage and assignments being recorded in Liber J.F.R. No. 9, folios 329 etc., one of the land records of Queen Anne's County, is about to make sale of the mortgaged premises, Madison B. Bordley being assignee for collection of the mortgage debt.

Now, therefore, the condition of the above obligation is such that if the above bounden Madison B. Bordley, assignee, shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity, in relation to the sale of the mortgaged property or the proceeds thereof then this obligation shall be void; otherwise to remain in full force and virtue in law.

Test: W.L. Holton.

Seal's
Place.

Madison B. Bordley (SEAL)
Fidelity and Deposit Company
of Maryland.
By J.F. Rolph,
Atty. in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed July 26th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from liber J.F.R. No. 1, fol. 315, 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 26th. day of July, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed July 26th. 1927.

Madison B. Bordley,
Assignee of Mortgage,

vs.

Mary C. Fesmyer, Jos.
C. Fesmyer, her husband, and
Thomas F. Shortall and
Rosalie A. Shortall, his wife.

(In the Circuit Court

) for Queen Anne's

(County,

) In Equity.

To the Honorable, the Judges of said Court:

The Report of Sale of Madison B. Bordley, Assignee of Mortgages hereinafter described, to your Honors respectfully sets forth:

1. That default was made under the two mortgages mentioned in these proceedings by reason of the non-payment of the principal mortgage debt and the interest due thereon, and the state and county taxes thereon covenanted to be paid by the terms of said mortgages at the times therein provided for the payment, one of said mortgages being a mortgage from Mary C. Fesmyer and Joseph Fesmyer to R. Mildred Mitchell, dated Nov. 19, 1915, and by mesne assignments assigned to Madison B. Bordley, Attorney, for the purpose of collection, said mortgage and assignments being recorded in Liber W. F. W. #8, folio 108 &c., one of the land record books for said Queen Annes County, and the other mortgage being a mortgage from Thomas F. Shortall and Rosalie A. Shortall to the Centreville National Bank of Maryland, and by said Bank assigned unto Madison B. Bordley, Attorney, for the purpose of collection, said mortgage and assignment being recorded in Liber J. F. R. #9, folio 329 &c., one of the land record books for said Queen Annes County, the last named mortgage being dated August 24, 1922, a copy of which said mortgages, duly certified to, is filed among the proceedings in this cause.
2. That prior to the sale hereinafter mentioned of the mortgaged property, said Madison B. Bordley, Assignee as aforesaid, gave bond to the State of Maryland to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property, or the proceeds thereof, as provided by law, which Bond was filed by the Clerk of this Court and was by the Clerk approved prior to the sale herein reported.
3. That after giving notice of the time, place, manner and terms of sale, in The Centreville Record, a newspaper published in Queen Anne's County aforesaid, for four successive weeks before the day of sale, the said Madison B. Bordley, Assignee as aforesaid, did pursuant to said notice, attend in front of the Court House door, in Centreville, Queen Annes County, Maryland, on Tuesday, July 26th. 1927, at the hour of 1.30 o'clock P.M. and then and there in the execution of the power of sale contained in said mortgages, to be exercised in case of default in the terms thereof, default having occurred as above stated, proceeded to sell the real estate described in said mortgages 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 mortgages, being all that lot, parcel or tract of land situated, lying and being in the town of Centreville, Queen Annes County aforesaid, on the corner of Tilghman Avenue and Price Avenue, adjoining the property now owned by Lelia Bailey, formerly the Joseph Dawson property and the property of the Standard Oil Co., with frontage on said Tilghman's Avenue of forty one and one half feet and a frontage on said Price's Avenue of one hundred and sixty feet, and being the same property now occupied by the said Rosalie A. Shortall, being the same property granted and conveyed unto Thomas F. Shortall by deed of Mary C. Fesmyer and Joseph Fesmyer, bearing date _____ and recorded among the land records of said Queen Anne's County, in Liber _____, folio _____, and improved by a two story frame dwelling house and small outbuildings and sold the same to the Centreville Bank of Maryland, being the highest bidder therefor, at and for the sum of Twenty-nine Hundred and seventy five (\$2975) Dollars, the purchaser has complied with the terms of sale.

Respectfully submitted,

Madison B. Bordley,

Assignee of Mortgages.

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

I hereby certify that on this 26th. day of July, in the year nineteen hundred and twenty seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Annes County, State of Maryland, personally Madison B. Bordley, Assignee of Mortgages, 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 the sale therein reported was fairly made.

B. Hackett Turner,

Filed July 26th. 1927.

Clerk of the Circuit Court
for Queen Annes County, Mary-
land.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed Nov. 17th. 1927.

ASSIGNEE'S SALE OF A VALUABLE HOUSE AND LOT.
IN CENTREVILLE, QUEEN ANNE'S CO.,
MARYLAND.

Under and by virtue of the power of sale contained in two mortgages, one from Mary C. Fesmyer and Joseph Fesmyer, to R. Mildred Mitchell, dated the 19th day of November, 1915, and after mesne assignments assigned to Madison B. Bordley, Attorney for the purpose of collection, said mortgage and assignments being recorded in Liber W. F. W. No. 8, folio 107, one of the land records of Queen Anne's County; the other from Thomas F. Shortall and Rosalie A. Shortall, his wife, to the Centreville National Bank of Maryland, dated August 24th. 1922, and assigned unto Madison B. Bordley, Attorney, for the purpose of collection, said mortgage and assignments being recorded in Liber J. F. R. No. 9, folios 329 &c., one of the land records of Queen Anne's County, default having occurred in the terms of said mortgages, the undersigned will sell at public sale in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, JULY 26, 1927, commencing at 1.30 o'clock p.m., the following property, to wit:-

ALL THAT LOT, TRACT, OR PARCEL OF LAND situate, lying and being in the town of Centreville, Queen Anne's County, Maryland, on the corner of Tilghman Avenue and Price Avenue, adjoining the property now owned by Lelia Bailey, formerly the Joseph Dawson property, and the property of Standard Oil Company, formerly the property of Wright & Lowe, with a frontage of forty one and one half feet on Tilghman Avenue and a frontage of one hundred and sixty feet on Price Avenue, and being the same property now occupied by Mrs. Thomas F. Shortall and also being the same property more fully described in the aforesaid two mortgages.

Improvements consist of a two story frame FRAME DWELLING and necessary outbuildings.

TERMS OF SALE:- One third of the purchase money will be required in cash on the day of sale and the balance in two equal instalments payable respectively in six and twelve months from the day of sale, or all cash at the option of the purchaser on the ratification of the sale by the Circuit Court for Queen Anne's County, in Equity. All deferred payments will have to be secured to the satisfaction of the undersigned and will bear interest from the day of sale. Title papers at the expense of the purchaser.

MADISON B. BORDLEY,
Assignee and Attorney for
Collection.
J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD.

Centreville, Md., Nov. 17, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's sale in the case of Madison B. Bordley, Assignee, vs. Mary C. Fesmyer & Joseph Fesmyer, et. al., Chy. 2708, 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 26 day of July, in the year 1927.

Filed 11/17/27.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown.

N I S I.

MADISON B. BORDLEY,
ASSIGNEE,
vs.
MARY C. FESMYER and
JOSEPH FESMYER, and
THOMAS F. SHORTALL, and
ROSALIE A. SHORTALL.

(
IN THE CIRCUIT COURT
)
FOR QUEEN ANNE'S COUNTY
(
IN EQUITY.
)
(CHANCERY NO. 2708 Chy.
)

ORDERED, This 26th. day of July, A. D., 1927, that the sale of the real estate made and reported in this cause by Madison B. Bordley, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th. 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 28th day of August next.

The Report states the amount of sales to be \$2975.00.

Filed July 26th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Nov. 17th. 1927.

ORDER NISI.

Madison B. Bordley, Assignee,
vs.
Mary C. Fesmyer and Joseph Fesmyer, and
Thomas F. Shortall and Rosalie A. Shortall.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2708.

Ordered, This 26th. Day of July, A. D., 1927, that the sale of the real estate made and reported in this cause by Madison B. Bordley, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of August next.

The Report states the amount of sales to be \$2975.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B^o HACKETT TURNER, Clerk.
Filed July 26th. 1927.

THE CENTREVILLE RECORD.

Centreville, Md., Nov. 17, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison B. Bordley, assignee, vs. Mary C. Fesmyer & Joseph Fesmyer, & others, chy. 2708, 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 4 successive weeks before the 28 day of August, in the year 1927.

Filed 11/17/27.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown.

STATEMENT OF MORTGAGE DEBT^o
Filed Nov. 17th. 1927.

Statement of Mortgage Debt and Interest.

The R. Mildred Mitchell Mortgage		
Principal sum	\$1200.00	
Costs and Attys. commissions on assignment June 10th. 1927	72.75	
	<hr/>	
	\$1272.75	
Interest from June 10th. 1927 to July 26, 1927	9.52	
	<hr/>	
	\$1282.27	\$1282.27
Shortall mortgage, principal sum.	\$4878.81	
Interest to July 26, 1927,	36.59	
	<hr/>	
		\$4915.40
		<hr/>
		\$6197.67

State of Maryland,
Queen Annes County, to wit:-

I hereby certify that on this 17th day of November, nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Annes County, personally appeared Madison B. Bordley, Assignee above named, and made oath in due form of law that the above statement of the mortgage debt and interest is true to the best of his knowledge and belief.

Notary
Public
Seal.

W. L. Holton, Jr.
Notary Public.

ORDER OF COURT RATIFYING SALE.

Ordered on this 17th. day of November, in the year nineteen hundred and twenty-seven, 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 the mortgage of real estate mentioned in said 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 hereby allowed the commissions provided for in said mortgage, and all expenses not personal for which he may produce vouchers to the Auditor and which are named and provided for in the mortgage which this sale reported was made.

Filed Nov. 17th. 1927.

Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed May 18th. 1929.

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

Madison B. Bordley, assignee,
vs.
Mary C. Fesmeyer,
Thomas F. Shortall,
et al.

{ Cause 2708.
{
{

To the Honorable, the Judges of said Court:

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

It appears from the proceedings of this cause that Madison B. Bordley, the party making the sale reported in this cause, held as assignee two mortgages, one from Mary C. Fesmeyer dated November 19, 1915, and one from Thomas F. Shortall dated August 24, 1922, on the same property and that he sold the mortgaged property in exercise of the powers of sale contained in both mortgages.

It appears from the report of sale and the statement of the mortgage debt filed in the cause that the proceeds of the sale were sufficient to pay the mortgage from Mary C. Fesmeyer in full, but were not sufficient to pay the other mortgage claim in full.

In the within account the auditor has charged the said Madison B. Bordley with the gross amount of the sale made by him, and then thereout has allowed as follows:

Unto the said Madison B. Bordley the commissions provided in the Fesmeyer mortgage to the person making the sale, and also the cost of his bond, the cost of advertising the sale, court costs, auctioneer's fee and the fee of the auditor, and the amount due on the day of sale under the Fesmeyer mortgage per statement of mortgage debt filed. The amount remaining after these allowances is then awarded unto the said Madison B. Bordley as assignee of the mortgage from Thomas F. Shortall on account of the mortgage debt due on the day of sale under said mortgage.

The auditor has stated and appended to the account a statement showing the mortgage indebtedness due on the day of the sale under the mortgage from Thomas F. Shortall, but after application thereto of the amount distributed to said mortgage out of the proceeds of the sale.

Respectfully submitted.

Madison Brown
auditor.

The proceeds of the sale of the mortgaged real estate of Mary C. Fesmeyer under the mortgage from her and of Thomas F. Shortall under the mortgage from him in account with Madison B. Bordley, assignee of both mortgages, the person making the mortgage sale.

Cr.

July 26, 1927:

By gross proceeds of the sale of said mortgaged property, per report of sale filed in this cause, to wit: \$2975.00

July 26, 1927:

Dr.

To Madison B. Bordley, assignee, the party making the mortgage sale, for his commissions, per terms of mortgages, to wit: the sum of \$164.00

To do., for the costs of his bond filed herein due the corporate surety thereon, to wit: the sum of 110.00

To do., for the court costs of this cause, per bill of costs of Clerk of Court as follows:

Costs of B. H. Turner, clerk, paid per receipt	\$20.75	
Appear. fee of M. B. Bordley,	10.00	30.75

To do., for costs of advertising the sale and order nisi thereon in the Centreville Record, paid, per receipted account for same exhibited, to wit: the sum of 52.25

To do., for the amount paid J. E. Anthony, auctioneer, for crying the sale made, per his receipt for same exhibited, to wit: the sum of 25.00

To do., for the costs 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

\$294.00

To balance carried below, the sum of	2681.00	
	\$2975.00	\$2975.00

Cr.

By balance brought down, to wit: the sum of \$2681.00

Dr.

To Madison B. Bordley, assignee of mortgage from Mary C. Fesmeyer, dated Nov. 11, 1915, in full of the amount due on day of sale under said mortgage, per statement of mortgage debt filed, to wit: the sum of \$1282.27

To balance carried below, to wit: the sum of	\$1398.73	
	\$2681.00	\$2681.00

Audit

Cause 2708.

Cr.

By balance brought forward from the preceding pages: \$1398.73

Dr.

To Madison B. Bordley, as assignee of the mortgage from Thomas F. Shortall, in part of the amount due under said mortgage on the day of sale-\$4915.40, the sum of \$1398.73

	\$1398.73	
	\$1398.73	\$1398.73

Statement of Mortgage Debt under mortgage from Thomas F. Shortall dated August 24, 1922:

Thomas F. Shortall as mortgagor to Madison B. Bordley as assignee of said mortgage. Dr.

To amount of the mortgage debt due by said mortgage on July 26, 1927, day of mortgage sale, \$4915.40

Cr. By amount distributed to said assignee above: 1398.73

Dr. To balance due to said assignee bearing interest from July 26, 1927, to wit: the sum of		\$3516.67
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May 18, 1929.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT.

Madison B. Bordley, Assignee,

vs.

Mary C. Fesmeyer
Thomas F. Shortall et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2708.

ORDERED, This 18th day of May, in the year nineteen hundred and twenty nine, 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 15th. day of June, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 7th. day of June, 1929, in some newspaper printed and published in Queen Anne's County.

Filed May 18th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed June 24th. 1929.

NISI RATIFICATION OF AUDIT.

Madison B. Bordley, Assignee,

vs.

Mary C. Fesmeyer, Thomas F. Shortall, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2708.

ORDERED, This 18th day of May, in the year nineteen hundred and twenty-nine, 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 15th day of June, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of June, 1929, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., June 24, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Madison B. Bordley, Assignee vs. Mary C. Fesmeyer, Thomas F. Shortall, et al., Case #2708, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 7th day of June, in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

FINAL ORDER RATIFYING AUDIT.

Madison B. Bordley,
assignee,

vs.

Mary C. Fesmeyer and
Thomas F. Shortall,
et al.

In the Circuit Court

for

Queen Anne's County
in Equity.
Cause No. 2708.

ORDERED, this 4th. day of Nov., in the year nineteen hundred and twenty nine, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing 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 the Nisi Ratification of Audit passed in the above cause on May 18th. 1929, and the Trustee is directed to apply the balance of the proceeds of sale in accordance with said Report and Account of said Auditor, with a due proportion of interest as the same has been or may hereafter be received.

Filed Nov. 4th. 1929.

Lewin W. Wickes.

NO. 2707. CHANCERY°

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eighth day of June, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:

Madison B. Bordley,
Assignee,

vs.

Frank G. Cacy, and
Bertha V. Cacy, his wife.

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

Mr. Clerk:-

Docket suit in above entitled case, enter my appearance as attorney, file a certify copy of mortgage, and file the accompanying Statement of Mortgage Debt.

Madison B. Bordley,
Assignee.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENT:

#7926. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of August, in the year nineteen hundred and twenty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 31 day of July, in the year nineteen hundred and twenty, by Frank G. Cacy and Bertha V. Cacy, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said Frank G. Cacy and the said Bertha V. Cacy, his wife, are justly indebted unto the body corporate, The Centreville National Bank of Maryland, upon their promissory note bearing even date herewith for the sum of Two thousand dollars and payable to said body corporate or its order six months after date with interest from date, and are also justly indebted unto the said body corporate, The Centreville National Bank of Maryland, upon their promissory note bearing even date herewith for the sum of five thousand dollars and payable to said body corporate or its order six months after date with interest from date; both of which notes are for money loaned and advanced by the said body corporate to the said Frank G. Cacy and Bertha V. Cacy, his wife, to enable them to complete the payment of the unpaid purchase money for the real estate hereinafter described and conveyed and with the condition precedent that said notes and the interest to accrue thereon, and all renewals and part renewals of both and either of said notes should be secured by the execution and delivery of this mortgage.

Now, therefore, this mortgage witnesseth that for and in consideration of the premises and of the sum of seven thousand dollars, the receipt whereof is hereby acknowledged, the said Frank G. Cacy and Bertha V. Cacy, his wife, do hereby grant and convey unto the said body corporate, The Centreville National Bank of Maryland, its successors and assigns, in fee simple, the following real estate, to wit:- All that tract of land on farm known as "Macklin's Beginning", or "The Annie R. Foster Farm" or by whatsoever name or names the same may be called or known, situate, lying and being in the 7th. Election District of Queen Anne's County, Maryland, on the north or right side of the public road leading from Sudlersville to Church Hill and on the northeast side of the public road leading from the aforesaid Sudlersville-Church Hill road to I. B. Corner, and bounded on two sides by the aforesaid roads, and adjoining the lands of Martha Hall and the lands of the devisees of Dr. Foster Sudler, containing ninety nine acres of land, more or less, being the same and all the land described and conveyed in the deed to the said Frank G. Cacy and Bertha V. Cacy, his wife, by deed dated the 24th. day of July, 1920, delivered simultaneously with the delivery of this mortgage and to be recorded among the land records immediately preceding this mortgage.

And this mortgage further witnesseth that for and in consideration of the premises and of the said sum of seven thousand dollars, the said Frank G. Cacy and Bertha V. Cacy, his wife, do hereby bargain and sell the the said body corporate, The Centreville National Bank of Maryland, its successors and assigns, the following personal property, to wit: Bay mare-Daisy; black horse-Moscow; bay horse-Sherman; Roane horse-Steplight; black horse-Prince; pair mules, bay and brown, named Kitty and Rhoda; Ten head of Milch cows; Holstein bull; three heifers; four brood sows; five killing hogs; McCormick Binder; Osborn Mower; Hay rake; Lowdown Manure Spreader; corn planter; wheat drill; bickford and Hoffman; riding plow; corn cutter; spring-tooth harrow; square drag; two Oliver Walking-plows; two walking cultivators; one farm wagon; dearborn; carriage; buggy; horse cart; two sets wagon harness; plow gear; Gasoline engine; lot of shovels; hand corn sheller; forks and spades; all now located on the farm where the said Frank G. Cacy now resides on from from Sudlersville to Church Hill in the 7th. Election District of Queen Anne's County, Maryland.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages belonging or in anywise appertaining to said real estate and the building and improvements thereon erected and being. And it is hereby agreed that, in the event

of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property, and that the live stock and implements above mentioned shall be released from the lien of this mortgage upon payment by the mortgagors of aforesaid promissory note for two thousand dollars with interest and costs and all renewals and part renewals of said promissory note. Provided that if said Frank Cacy and Bertha Cacy, their heirs, executors, administrators or assigns, shall well and truly pay to the said body corporate, The Centreville National Bank of Maryland, its successors or assigns, the aforesaid sum of seven thousand dollars and all interest to accrue thereon as represented by said promissory notes and each thereof and any and all renewals and part renewals thereof and of each thereof, including renewals of renewals and part renewals 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 Frank Cacy and Bertha Cacy, his wife, their heirs and assigns, shall possess said property.

And the said Frank Cacy and Bertha Cacy, his wife, jointly and severally for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby 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 body corporate, The Centreville National Bank of Maryland, 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 body corporate, The Centreville National Bank of Maryland, its successors or assigns, or Thomas J. Keating, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest 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 body corporate, The Centreville National Bank of Maryland, its successors 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 Frank Cacy and Bertha Cacy, his wife, for themselves and each of them, and for their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the mortgagors the day and year first above written.

Test: W. L. Holton.

Frank G. Cacy, (SEAL)

Bertha V. Cacy (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 twenty, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Frank Cacy and Bertha Cacy, his wife, and did each acknowledge the aforesaid mortgage and mortgage bill of sale to be their respective act and deed. And at the same time also personally appeared before me J. Fletcher Rolph, cashier and Agent of the said body corporate, mortgagee, the Centreville National Bank of Maryland, and made oath in due form of law that the consideration stated in the aforesaid mortgage and mortgage bill of sale is true and bona fide as therein set forth. And did at the same time also further make oath in due form of law that he, the said J. Fletcher Rolph is the duly authorized cashier and agent of the said mortgagee, The Centreville National Bank of Maryland, to make the oath as to the consideration stated in the aforesaid mortgage and mortgage bill of sale.

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

Notary
Public
Seal.

W. L. Holton.

Notary Public.

Queen Anne's County, to wit: Be it remembered that on the 8th. day of June, in the year 1927, the following Assignment was brought to be recorded, to wit:

June 7, 1927. For value received, the Centreville National Bank of Maryland, a body corporate, does hereby transfer and assign the within and foregoing Mortgage and Bill of Sale unto Madison B. Bordley for the purpose of collection. As witness the hand of William R. Wilson, President of said Bank, attested by J. F. Rolph, Cashier of said Bank, with the seal of said Bank.

J. F. Rolph, Cashier.

Seal's
Place.

William R. Wilson,

President of the Centreville
National Bank of Maryland.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. #5, folio 120 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 8th. day of June, in the year nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the fifth day of July, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that Madison B. Bordley, of Queen Anne's County, Maryland, as principal, and the Fidelity and Deposit Company, of Maryland, a body corporate, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of five thousand dollars (5,000) to be paid to the State of Maryland, 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 fifth day of July, in the year nineteen hundred and twenty seven.

WHEREAS, the above bounden, Madison B. Bordley, by virtue of the power of sale contained in a mortgage from Frank G. Casey and Bertha V. Casey, his wife, to the Centreville National Bank of Maryland, dated July 31st. 1920, and recorded in Liber J.F.R. No. 5, folios 120 etc., a land record book for Queen Anne's County, is about to make sale of the mortgaged premises, Madison B. Bordley, being assignee for collection of the mortgage debt.

Now therefore, the condition of the above obligation is such that if the above bounden Madison B. Bordley, assignee, shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity, in relation to the sale of the mortgaged property or the proceeds thereof then this obligation shall be void; otherwise to remain in full force and virtue in law.

Test:

Madison B. Bordley (SEAL)

Test: W. L. Holton.

Seal's
Place.

Fidelity and Deposit Company
of Maryland.

By J. F. Rolph,
Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:- Security approved and Bond filed July 5th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 314, 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 July, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE
Filed July 19th. 1927.

Madison B. Bordley,
Assignee,

vs.

Frank G. Cacy & wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY. NO. 2707.

To the Honorable Judges of said Court:-

The Report of Madison B. Bordley, assignee of a mortgage hereinafter described to your honors respectfully sets forth:

1. That default was made under the mortgage mentioned in these proceedings by reason of the non-payment of the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment, the said mortgage being the mortgage from Frank G. Cacy and wife to the Centreville National Bank of Maryland, bearing date the day of 19 and by said Bank assigned unto Madison B. Bordley, as will fully appear by certified copy of mortgage duly filed in this cause with said assignment duly recorded at the foot of said mortgage, dated May , 1927; a copy of which said mortgage and the said assignment thereto and which are duly certified thereto are filed among the the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property the said Madison B. Bordley, assignee of Mortgage as aforesaid gave Bond to the State of Maryland to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which Bond was filed by the Clerk of this Court, and was by the Clerk approved prior to the sale hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale in the "Centreville Record", a newspaper printed and published in Queen Anne's County aforesaid for four successive weeks before the day of sale, the said Madison B. Bordley, Assignee of Mortgage as aforesaid, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Annes County aforesaid, on Tuesday, July the 5th. 1927, at the hour of 1.30 o'clock P.M. and then and there in the execution of the power of sale contained in said mortgage, to be exercised in case of default in the terms thereof, default having occurred as above stated, proceeded to sell the real estate described in said mortgage, that is to say: he then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in said mortgage, being all that farm situated in the Seventh Election District of said County, on the left side of the public road from Church Hill to Sudlersville and containing ninety-nine acres of land, more or less, and being the same land conveyed unto the said Frank G. Cacy by deed of dated the day of 19 , in recorded among the land records of said county in Liber # folio , and sold the same to Preston Lee, he being then and there the highest bidder therefor at and for the sum of five thousand dollars (\$5000). The purchaser has paid the sum of two thousand dollars on account of the purchase price and will pay the balance in cash upon the final ratification of sale by this court.

Respectfully submitted,

Madison B. Bordley,
assignee.

STATE OF MARYLAND, QUEEN ANNES COUNTY, SCT:-

I hereby certify that on this 19th. day of July, in the year nineteen hundred and twenty seven, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Madison B. Bordley, 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.

B. Hackett Turner,

Clerk of the Circuit Court
for Queen Annes County,
Maryland.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.

Filed July 19th. 1927.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power of sale contained in a mortgage from Frank G. Casey and Bertha V. Casey, his wife, to the Centreville National Bank of Maryland, said mortgage being dated July 31st. 1920, and assigned to Madison B. Bordley for the purpose of collection, said mortgage and assignment being recorded in Liber J. F. R. No. 5, folios 120 &c., one of the Land Record Books for Queen Anne's County, the said Madison B. Bordley, Assignee as aforesaid, will sell at public sale in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, JULY 5, 1927, beginning at 1.30 o'clock P.M.

ALL THAT FARM OR TRACT OF LAND, known as "Macklin's Beginning", or "The Annie R. Foster Farm", lying in the Seventh Election District of Queen Anne's County, Maryland, on the North or right side side of the public road leading from Sudlersville to Church Hill, and on the northeast side of the public road leading from the aforesaid Sudlersville-Church Hill road to "I.B." Corner adjoining the Martha Hall land and the land of the Devises of Dr. Foster Sudler, and containing 99 ACRES OF LAND, more or less, and being the same property more fully described in the aforesaid mortgage.

Improvements consist of DWELLING and other necessary outbuildings.

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 in one and two years from date of sale, or all cash at the option of the purchaser on the final ratification of the sale by the Court. All deferred payments to bear interest from day of sale.

MADISON B. BORDLEY,
Assignee for Collection.

J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD.

Centreville, Md., July 19, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of Madison B. Bordley, Assignee, vs. Frank G. Cacy, and Bertha V. Casey, his wife, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, before the 5th. day of July in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

N I S I.

Madison B. Bordley,
? Assignee,

vs.

Frank G. Cacy and
Bertha V. Cacy, his wife,

(IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2707.

ORDERED, This 19th. day of July, A. D., 1927, that the sale of the real estate made and reported in this cause by Madison B. Bordley, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd. 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 22nd. day of August next.

The Report states the amount of sales to be \$5000.00.

Filed July 19th. 1927.

B. HACKETT TURNER, Clerk.

CERTIFICATE OF
PUBLICATION OF ADVERTISEMENT
OF ORDER NISI.
Filed July 19th. 1927,

ORDER NISI.

Madison B. Bordley, Assignee,

vs,

Frank G. Cacy and Bertha V. Cacy, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2717.

Ordered, this 19th. day of July, A. D., 1927, that the sale of the real estate made and reported in this cause by Madison B. Bordley, Assignee, be ratified and confirmed; unless cause to the contrary thereof be shown on or before the 22nd. 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 22nd day of August next.

The Report states the amount of sales to be \$5000.00.

B^o HACKETT TURNER, Clerk.

True Copy

Test; B. HACKETT TURNER, Clerk.

Filed July 19th. 1927.

THE CENTREVILLE RECORD.

Centreville, Md., Sept. 22n, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison B. Bordley, Assignee, vs. Frank G. Cacy and Bertha V. Cacy, his wife, chy. 2717, 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 22nd. day of August in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the thirteenth day of August, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that Madison B. Bordley, of Queen Anne's County, Maryland, as principal, and the Fidelity and Deposit Company of Maryland, a body corporate, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of five thousand dollars (5000), to be paid to the State of Maryland, 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 ninth day of August, in the year nineteen hundred and twenty seven.

WHEREAS, the above bounden Madison B. Bordley, by virtue of the power of sale contained in a mortgage from Frank G. Casey and Bertha V. Casey, his wife, to the Centreville National Bank of Maryland, dated July 31st. 1920, and recorded in Liber J.F.R. No. 5, folios 120 etc., a land record book for Queen Anne's County, default having occurred in the terms of said mortgage, is about to make sale of the mortgaged premises, Madison B. Bordley being assignee for collection of the mortgage debt.

Now, therefore, the condition of the above obligation is such that if the above bounden Madison B. Bordley, assignee, shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof then this obligation shall be void; otherwise to remain in full force and virtue in law.

Test: Mabel Y. Shaw.

Seal's
Place.

Madison B. Bordley (SEAL)

Fidelity and Deposit Company
of Maryland.By: J.F. Rolph,
Attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed August 13th. 1927.

B. Hackett Turner, Clerk.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the aforegoing Bond is truly taken and copied from Liber E. F. R. No. 1, fol. 320, a Bond Record Book for Queen Anne's County.

Seal's
Place.

In testimony whereof I hereunto subscribe my name name, and affix the seal of the Circuit Court for Queen Anne's County, this 13th. day of August, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Aug. 17th. 1927.

Madison B. Bordley, Assignee,	(	In the Circuit Court
)	
vs.	(	for
Frank G. Cacy & wife, Mortgagors.	)	Queen Anne's County,
	(	In Equity.
)	

To the Honorable, the Judges of said Court:

The Report of Madison B. Bordley, Assignee of a Mortgage from Frank G. Cacy and wife to the Centreville National Bank of Maryland and by said Bank assigned unto Madison B. Bordley for the purpose of collection, said mortgage being dated the day of 19 , and recorded among the land records of Queen Annes County, State of Maryland, in Liber # , folios , and said assignment be recorded in the same folio at the foot of said mortgage and said mortgage being in default in that it has become due and unpaid and for the non payment of interest and that after giving Bond unto the State of Maryland, with security approved by the Clerk of the Circuit Court for Queen Annes County, aforesaid, and filed with him previous to said 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 in "The Centreville Record", a newspaper printed and published in Queen Annes County aforesaid, being four insertions in said paper, a certified copy of said advertisement is herewith filed with this Report of Sales and asked to be taken as a part hereof, your Assignee did pursuant to said notice and said advertisement, attend at the farm of said Frank G. Cacy, on the State Road from Church Hill to Sudlersville, according to said advertisement, on Monday, August first, nineteen hundred and twenty-seven, at the hour of ten thirty o'clock A.M. and proceeded to sell the personal property named in said mortgage, (the real estate named in said mortgage having been disposed of at a previous sale already reported to this Court, the proceeds thereof being insufficient to satisfy said mortgage). The accompanying account of sales, giving a list of the articles purchased and the name of the buyer, as annexed to this report and asked to be taken as a part hereof, the parties named therein being the highest bidders for the articles, and at the price named therein and your assignee certifies that the sale was fairly and honestly made, the total purchase therefor being seven hundred and fifty-nine dollars and fifty-five cents (\$759.55/100).

All of which is respectfully submitted,

Madison B. Bordley ,
Assignee.

State of Maryland, Queen Anne's County, SCT:-

I hereby certify that on this 17th. day of August, in the year nineteen hundred and twenty-seven, personally appeared before me, the subscriber, Clerk of the Circuit Court for Queen Annes County aforesaid, Madison B. Bordley, Assignee named in the above report, and made oath in due form of law that the matters and things stated in said Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly and honestly made.

Filed August 17th. 1927.

B. Hackett Turner,
Clerk of the Circuit Court for
Queen Annes County, Maryland,

The above was recorded by mistake:

ORDER OF COURT RATIFYING SALE OF REAL ESTATE:

FINAL ORDER OF RATIFICATION.

Madison B. Bordley,
Assignee,

vs.

Frank G. Cacy & wife.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN EQUITY.

#2707.

ORDERED, this 26th. day of September, in the year nineteen hundred and twenty-seven, by the Circuit Court for Queen Anne County, In Equity, and by the authority thereof, that the sale made and reported by Madison B. Bordley, Assignee of Mortgage, Of the real estate mentioned in said mortgage, of the real estate mentioned in said mortgage, in the above entitled cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary being shown, although due notice appears to have been given as directed by the preceding 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 which this sale reported was made.

Filed Sept. 29th. 1927.

Lewin W. Wickes

STATEMENT OF MORTGAGE DEBT.
Filed Nov. 17th. 1927.

Statement of Mortgage Debt and Interest.

Frank G. Cacy Mortgage note	\$5404.60	
Interest from 1-3-27 to 8-15-27	<u>172.40</u>	\$5577.00
Frank G. Cacy Bill of Sale note	\$1400.00	
Interest from 1-3-27 to 8-15-27	<u>46.25</u>	<u>1446.25</u>
		\$7023.25
5% Atty. Commissions on debt.		<u>315.16</u>
		\$7338.41
Credit by Gross proceeds of real estate		<u>5000.00</u>
Balance due July 26, 1927,		\$2338.41

State of Maryland,

Queen Annes County, to wit:-

I hereby certify that on this 17th. day of November, nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Annes County, personally appeared Madison B. Bordley, Assignee above named, and made oath in due form of law that the above statement of the Mortgage debt and interest is true to the best of his knowledge and belief.

Notary
Public
Seal.

W.L.Holton, Jr.
Notary Public.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed May 22nd. 1929.

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

Madison B. Bordley, assignee,

vs.

Frank G. Cacy and
Bertha V. Cacy, his wife.

Cause No. 2707.

To the Honorable, the Judges of said Courts:

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

That it appears from the papers of the cause that the proceeds of the two sales made and reported in this cause are insufficient to pay the mortgage indebtedness due on the day of sale in full.

That in stating the within account your auditor has charged Madison B. Bordley, the party making the sale, with the gross amount of the sales made by him, and then thereout allowed unto him as follows: his commissions on each sale in accordance with the terms

of the mortgage, the court costs of these proceedings per statement of clerk exhibited, the amount paid the auctioneer per his receipt, the costs of his bond per receipts and vouchers, cost of advertising the sales and the order nisi per receipted account exhibited, the cost of advertising the order nisi as to this report, and the fee of the auditor. The balance then remaining is distributed unto the said assignee in part payment of his mortgage claim.

The auditor has made a statement also of the mortgage indebtedness due after the application thereto of the net proceeds of sale. The statement of the mortgage debt filed states that the amount of the larger note secured by the mortgage is \$5404.60 with interest from January 30, 1927, and the auditor assumes that the statement means that on January 30, 1927, interest amounting to \$404.60 had accumulated for the amount of the note as set forth in the mortgage is \$5,000.00, and the statement of the auditor is based on this assumption.

Respectfully submitted.

Madison Brown
Auditor.

Cause 2707.

The proceeds of the sale of the mortgaged real estate and mortgaged goods and chattels of Frank G. Cacy and Bertha V. Cacy, his wife, mortgagors, in account with Madison B. Bordley, assignee of the mortgage under which said sales were made, person making said sales.

	Cr.	
1927		
July		
5.	By gross amount of proceeds of sales of real estate per report of sales filed July 19, 1927, to wit: the sum of	\$5,000.00
" "	By gross amount of proceeds of sales of goods and chattels, per report of sales filed August 17, 1927, corrected addition, to wit: the sum of	795.35
	Total amount of sales, to wit:	\$5,795.35

	Dr.	
" "	To Madison B. Bordley, party making sales, for his commissions on sales of real estate, per terms of mortgage, to wit:	\$245.00
	To do., for his commissions for making sales of goods and chattels, per terms of mortgage, to wit: the sum of	59.20
	To do., for the court costs of this cause per Clerk's statement as follows:	
	Costs of E.H. Turner, clerk, paid per receipt, 19.75	
	Appear. fee of M. B. Bordley, solicitor, 10.00	29.75
	To do., for the amount paid J. E. Anthony for crying the sales made, per his receipt for same, to wit: the sum of	40.00
	To do., for the amount paid William McKenney for clerking at sale of goods, per receipt for same exhibited, to wit: the sum of	10.00
	To do., for the cost or premium on first bond filed herein for first year, \$20.00 paid the corporate surety on said bond, per receipt exhibited and for cost for second year, due said surety, to wit: the sum of	30.00
	To do., for the cost of premium on second bond filed herein for first year, \$20.00 paid the corporate surety on said bond, per receipt exhibited and for cost for second year, due said surety, to wit: the sum of	35.00
	Amounts carried forward	\$448.95
		\$5,795.35

Cause 2707.

	Dr.	Cr.
Amounts brought forward	\$448.95	\$5,795.35
To Madison B. Bordley, assignee, party making the sales, for cost of advertising notices of both sales and the order nisi on each sale in the Centreville Record, per account for same receipted and exhibited, to wit: the sum of	70.75	
To do., for the costs of advertising the order nisi to be passed as to this account and report,	3.00	
To Madison Brown, auditor, for stating this account,	9.00	
	\$531.70	

To Madison B. Bordley, Assignee, in part payment/ the
mortgage debt due to him on the day of the sale of
the real estate, this balance which is not sufficient
to pay his mortgage claim in full per statement of
mortgage debt filed, to wit:

	5,263.65	
	\$5,795.35	\$5,795.35

Statement of Mortgage Debt.

Frank G. Cacy and Bertha V. Cacy, mortgagors, to Madison B. Bordley, assignee of the mortgage described in the above cause,

Dr.

To amount of the balance due by the note first described in said mortgage on day of sale,	\$1,400.00	
To interest thereon from 1-30-27 to 7-19-1927	39.20	\$1,439.20
To amount of the note next described in said mortgage, due on day of sale	\$5,000.00	
To interest due to January 30, 1927,	404.60	
To interest from 1-30-27 to 7-19-1927, on \$5000.00	140.00	\$5,544.60
		\$6,983.80
To 5 per cent. commissions on total debt due under mortgage to Madison B. Bordley as attorney for collection of same,		349.19
		\$7,332.99
Cr: by amount distributed to said assignee above		5,263.65
To balance due assignee as of July 19, 1927, with interest thereon from date last mentioned:		\$2,069.34

May 22, 1929.

Madison Brown
AUDITOR.

NISI RATIFICATION OF AUDIT.

Madison B. Bordley, Assignee,

vs.

Frank G. Cacy and
Bertha V. Cacy, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2707.

ORDERED, This 22nd. day of May, in the year nineteen hundred and twenty nine, 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 15th. day of June, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 7th. day of June, 1929, in some newspaper printed and published in Queen Anne's County.

Filed May 22nd. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed June 24th. 1929.

NISI RATIFICATION OF AUDIT.

Madison B. Bordley, Assignee,

vs.

Frank G. Cacy and Bertha V. Cacy, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2707.

ORDERED,, This 22nd. day of May, in the year nineteen hundred and twenty-nine, 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 15th day of June, 1929, provided a copy of this order be published once a week in each of two successive weeks before the 7th day of June, 1929, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed May 22nd. 1929.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., June 24th. 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Madison B. Bordley, Assignee, vs. Frank G. Cacy and Bertha V. Cacy, his wife, Case #2707, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 7th. day of June, in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

by L. Hopkins.

ORDER OF COURT RATIFYING AUDIT.

Madison B. Bordley, Assignee,

vs.

Frank G. Cacy and Bertha
V. Cacy, his wife.

In the Circuit Court

for

Queen Anne's County,
In Equity.
Cause No. 2707.

ORDERED, this 4th. day of Nov. in the year nineteen hundred and twenty nine, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing 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 the Nisi Ratification of Audit passed in the above cause on the 22nd. day of May, 1929; and the Trustee is directed to apply the balance of the proceeds of sale in accordance with said Report and Account of said Auditor, with a due proportion of interest as the same has been or may hereafter be received.

Filed Nov. 4th. 1929.

Lewin W. Wickes.

CHANCERY NO. 2700.

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the fifth day of May, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:-

Harrison W. Vickers, Assignee,	)	In the Circuit Court for
vs.		Queen Anne's County,
Kent County Land Company.	)	In Equity. No.

B. HACKETT TURNER, CLERK:

Please file the Deed of Assignment to me, Harrison W. Vickers, docket the above entitled case, make a copy of the Mortgage of the Kent County Land Company to M. Earle Usilton, a corporation dated the 8th. day of December, in the year 1914, and recorded among the Land Records for Queen Anne's County in Liber W.F.W. No. 6, folio 338 etc. The said M. Earle Usilton assigned said Mortgage to the undersigned Harrison W. Vickers on the 3rd. day of May in the year 1927. Also make certified copy of the Deed to the Kent County Land Company and file the assignment, certified Copy of Deed and Mortgage, and Bond.

Harrison W. Vickers
Solicitor for Complainant.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the fourth day of May, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Harrison W. Vickers, of Chestertown, Md., 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 Five 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, successors or assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 3rd. day of May, in the year of our Lord, nineteen hundred and twenty seven.

Whereas, the above bounden, Harrison W. Vickers, by virtue of the power contained in a mortgage from The Kent County Land Company to M. Earl Usilton, bearing date the 8th. day of December, 1914, and recorded among the mortgage records of Queen Anne's County, State of Maryland, in Liber W.F.W. No. 6, folio 338, and was assigned to Harrison W. Vickers for the sum of \$4000. and interest, the said Harrison W. Vickers 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 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 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.

Harrison W. Vickers (SEAL)
Fidelity and Deposit Company
of Maryland.
By Geo. W. French.
Atty. on fact.

Attested
by Seal's
Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed May 4th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, folio 292 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 4th. day of May, in the year 1927.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE.

Filed May 4, 1927.

#4708. QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the thirty first day of December, in the year nineteen hundred and fourteen, the following MORTGAGE was brought to be recorded, to wit:

THIS MORTGAGE, made this 8th. day of December, in the year nineteen hundred and fourteen, by the Kent County Land Company, a body corporate, duly incorporated under the laws of the State of Maryland.

WHEREAS, the said body corporate, Kent County Land Company is justly indebted unto M. Earle Usilton, Of the County of Philadelphia, State of Pennsylvania, in the full sum of Four Thousand Dollars (\$4,000.00) of which said sum a part thereof, to wit: the sum of Twenty Eight Hundred Dollars (\$2800.00) is the purchase money due and owing by the said body corporate, Kent County Land Company to the said M. Earle Usilton for the undivided one-half interest of the said M. Earle Usilton in the hereinafter described property, and the balance of said sum, to wit: the sum of Twelve Hundred Dollars (\$1200.00), is this day loaned and advanced by the said M. Earle Usilton to the said body corporate, Kent County Land Company, for the purpose of enabling the said Kent County Land Company to pay the balance of the purchase money for the undivided one-half interest of William B. Usilton in the said hereinafter described property, to the payment of which said balance of purchase money for said William B. Usilton's undivided one half interest in said property the said sum of Twelve Hundred Dollars has been applied by the said Kent County Land Company, the said hereinafter described property having been sold to the said Kent County Land Company by the said M. Earle Usilton and wife and the said William B. Usilton and wife by their deed bearing date the 8th day of December, nineteen hundred and fourteen, and intended to be recorded among the land records of Queen Anne's County, State of Maryland, immediately preceding this mortgage;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said principal sum of Four Thousand Dollars (\$4000.00) shall be paid to the said M. Earle Usilton at the expiration of two years from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage at the rate of five and one-half per centum (5 $\frac{1}{2}$ %) per annum;

AND WHEREAS, it was an express precedent agreement and a condition to the sale and conveyance by the said M. Earle Usilton to the said body corporate, Kent County Land Company, of his said undivided one-half interest in said hereinafter described property and to the said loan of said sum of Twelve Hundred Dollars by said M. Earle Usilton to said Kent County Land Company, that the aforesaid principal sum of Four Thousand Dollars (\$4,000.00) and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of One Dollar, the said body corporate, Kent County Land Company, does hereby grant and convey unto the said M. Earle Usilton, his heirs and assigns, in fee simple, all that tract or parcel of land or farm situate, lying and being in the 7th. Election District of Queen Anne's County, State of Maryland, binding on Chester River, and adjoining the lands of Catharine F. Walker, et al., and containing one hundred and forty six acres and twenty eight perches of land, more or less, being the same and all the land which was conveyed to the said body corporate, being the same and all the land which was conveyed to the said body corporate, Kent County Land Company, by the said William B. Usilton and Hannah M. Usilton, his wife, and bearing date the 8th. day of December, nineteen hundred and fourteen, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, and being the same and all the land which was conveyed to the said William B. Usilton and M. Earle Usilton, by James W. Lambert and Mary E. Lambert, his wife, by deed bearing date the twenty fifth day of March, nineteen hundred and twelve, and recorded in Liber W.F.W. No. 1, folios 292 &c., a land record book for Queen Anne's County aforesaid, to which said deeds and the references therein contained reference is hereby specially made for a more particular and definite description of the said land hereby granted and conveyed.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging or in 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 body corporate, Kent County Land Company, its successors or assigns, shall well and truly pay to the said M. Earle Usilton, his executors, administrators or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00) when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on its or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said body corporate, Kent County Land Company, its successors and assigns, shall possess said property.

AND the said body corporate, Kent County Land Company, for itself, its successors and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges 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 the to the amount of at least the insurable value thereof in some Company or Companies approved by the said M. Earle Usilton, 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 M. Earle Usilton, his executors, administrators or assigns, or J. FRANK HARPER, of Queen Anne's County aforesaid, 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 the said Kent County Land Company, 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 M. Earle Usilton, his executors, administrators or assigns, or J. FRANK HARPER, his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half 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 body corporate, Kent County Land Company, for itself, its successors and assigns, hereby covenants to pay.

AND it is hereby agreed that at the expiration of one year from the date of this mortgage the said body corporate, Kent County Land Company, shall have the right to pay the whole or the said principal mortgage debt secured by this mortgage.

AND this mortgage further witnesseth that the said body corporate, Kent County Land Company has constituted and appointed and does hereby constitute and appoint Lewin W. Wickes, of Kent County, State of Maryland, to be its true and lawful attorney for it and in its name and as and for its corporate act and deed, to acknowledge this mortgage before any person having authority by law to take the said acknowledgment in order that the same may be properly executed and recorded.

In witness whereof the said body corporate, Kent County Land Company, has caused these presents to be signed by J. Waters Russell, its President, and its corporate seal duly attested by L. R. Russell, its Secretary, to be hereto affixed, the day and year first above written.

Test:-

KENT COUNTY LAND COMPANY,

Jesse B. Burchinal.

By E. Waters Russell.

Attest: L. R. Russell, Secretary. Body Corporate Seal.

Its President.

Secretary.

STATE OF MARYLAND,

KENT COUNTY, to wit:-

I hereby certify that on this 8th. day of December, in the year nineteen hundred and fourteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, aforesaid; duly commissioned and qualified according to law, personally appeared Lewin W. Wickes, the person named and described in the Letter of Power of Attorney contained in the foregoing mortgage, and by virtue and in pursuance of the power and authority thereby granted and conferred upon him, acknowledged the said foregoing Mortgage to be the act and deed of the said body corporate, Kent County Land Company.

Notary Public Seal.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written:-

Jesse B. Burchinal.

My Commission expires May 1st. 1916.

Notary Public.

STATE OF PENNSYLVANIA,

COUNTY OF _____, to wit:-

I hereby certify that on this 8th. day of December, in the year nineteen hundred and fourteen, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Philadelphia county aforesaid, duly commissioned and qualified, according to law, personally appeared M. Earle Usilton, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

Notary
Public
Seal.

In testimony whereof I have hereunto
subscribed my name and affixed my
Notarial Seal the day and year last
above written:-

HARRY N. CARTER.

Commission expires Feb.
25th. 1915.

Notary Public.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber W.F.W #6, folio 338, 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 5th. day of May, A. D. nineteen
hundred and twenty seven.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed June 30th. 1927.

Harrison W. Vickers,
Assignee,

vs.

Kent County Land Company,
a Corporation.

In the Circuit Court for
Queen Anne's County

In Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Harrison W. Vickers, Assignee of the Mortgage from the Kent County Land Company, a Corporation, to M. Earle Usilton dated the 8th. day of December in the year 1914, and recorded among the Land Records for Queen Anne's County, State of Maryland, in Liber W.F.W. No. 6, folio 338. Default having been made in the payment of the interest on said Mortgage and the Mortgagor having failed to pay the taxes for the years 1925-26 and which said Mortgage was assigned on the 3rd. day of May, in the year 1927 to Harrison W. Vickers. The said Assignment having been recorded among the Land Records for Queen Anne's County.

The undersigned as Assignee of said Mortgage after giving Bond with security for the faithful performance of his duties, and after having complied with all the other pre-requisites 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, a weekly newspaper printed and published in Queen Anne's County, State of Maryland, as per certificate of insertion of advertisement hereto attached, for at least 20 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, State of Maryland, on the 31st. day of May, in the year 1927, at 12 o'clock noon and then and there proceeded to offer at public sale, said property in manner following, that is to say:

Your Assignee offered the farm and premises as described and designated in the advertisement hereto attached, and ~~and~~ being the same and all the land as described in said mortgage, after receiving a bid of \$3900. held said property up and sold the same for the sum of Forty Six Hundred and Fifty (\$4650.00) Dollars, to Samuel R. Ryan, of Baltimore City at private sale, it being the highest offer received by your Assignee, and the terms of sale having been complied with.

Respectfully submitted,

Harrison W. Vickers
Assignee
of said Mortgage.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on the 29th. day of June, in the year 1927, before me, the subscriber, a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Harrison W. Vickers, Assignee of said Mortgage 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 of Sale are true to the best of his knowledge and belief and that the Sale therein reported was fairly made.

Notary
Public
Seal.

Lida B. Wheat
Notary Public.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed June 30th. 1927.

ASSIGNEE'S SALE OF QUEEN ANNE'S COUNTY REAL ESTATE.

Under and by virtue of the power and authority contained in a Mortgage from the Kent County Land Company, a corporation, to M. Earle Usilton, dated the 8th day of December, in the year 1914, and recorded among the Land Records for Queen Anne's County, State of Maryland, in Liber W.F.W. No. 6, folio 338 etc., default having occurred in the payment of interest and taxes on said property, the said mortgage was assigned to Harrison W. Vickers on the Third day of May in the year 1927, and the said Harrison W. Vickers, Assignee, will offer at public sale to the highest bidder, in front of the Court House door in Centreville, Maryland, on TUESDAY, MAY 31, 1927, at 12 M.

ALL THAT TRACT OR PARCEL OF LAND AND PREMISES, situated in the Seventh Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

All that tract or parcel of land known as the old Stam property, lying and being in the County aforesaid about four miles from Chestertown on the road leading from Chestertown to Round Top, said farm has about one-half mile of water front on the Chester River and joins the lands of Catherine F. Walker, et al., and is the same property which was conveyed to the Kent County Land Company by Deed of December, 1914, by William B. Usilton, et al., and contains about 146 ACRES OF LAND, more or less, improved by a seven room FRAME DWELLING and outbuildings, in fair repair, this small farm offers a splendid opportunity to one seeking a good hom or an investment, located in a good neighborhood and there is a small trapping marsh on the farm.

TERMS OF SALE:- One-third of the purchase price in cash on the day of sale, one-third cash upon the ratification of sale and the balance in six months from day of sale, or all cash at the option of the purchaser, all deferred payments to bear interest from day of sale, title papers to the cost of the purchaser, taxes for the year 1927 to be paid by purchaser.

HARRISON W. VICKERS,
Assignee.

James H. Lee, Auctioneer.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., June 30, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of Harrison W. Vickers, Assignee, vs. The Kent County Land Company, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for each of four successive weeks before the 31 day of May in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

N I S I.

Harrison W. Vickers,
Assignee,

vs.

Kent County Land Company,
a corporation.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2700.

ORDERED, This 30th. day of June, A. D., 1927, 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 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 \$4650.00.

Filed June 30th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF ORDER NISI.
Filed Sept. 9th. 1927.

ORDER NISI.

Harrison W. Vickers, Assignee,
vs.

Kent County Land Company, a Corporation.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2700.

Ordered, This 30th. day of June, A. D., 1927, 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 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 \$4650.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed June 30th. 1927.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Sept. 9th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Harrison W. Vickers, Assignee, vs. Kent County Land Company, a Corporation, Chy. 2700, 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 8th day of August, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

STATEMENT OF MORTGAGE INDEBTEDNESS.

Filed Aug. 9th. 1927.

Harrison W. Vickers,
Assignee,

vs.

The Kent County Land Company.

The Kent County Land Company

To Harrison W. Vickers,

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

To amount due under Mortgage from The Kent County Land Company to M. Earle Usilton, dated the 8th. of December, 1914, and was assigned to Harrison W. Vickers on the 3rd. day of May, 1927	\$4,000.00
--	------------

With interest from June 8th. 1924, to May 31st. 1927, the day of sale with 5½% rate of interest.	655.72
--	--------

Taxes for the years 1925 & 26	178.78
-------------------------------	--------

TOTAL	\$4834.50
-------	-----------

Harrison W. Vickers.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th. day of August, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Harrison W. Vickers and he 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.

Lida B. Wheat
Notary Public.

Filed August 9th. 1927.

PETITION AND ORDER OF
HARRISON W. VICKERS, ASSIGNEE.
Filed Sept. 9th. 1927.

Harrison W. Vickers, Assignee,	)	In the Circuit Court for
vs.		Queen Anne's County
Kent County Land Company, a Corporation.		Maryland.
	)	In Equity. No. 2700.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harrison W. Vickers, Assignee of the Mortgage, respectfully presents: That heretofore he filed in these proceedings a Deed of Assignment to him from M. Earle Usilton, the said Assignment was made on the 3rd. day of May, in the year 1927. This assignment being necessary because the Mortgage was misplaced or lost and said assignment being filed in these proceedings, your Petitioner is advised that it is necessary to withdraw said assignment for the purpose of filing same among the Land Records for Queen Anne's County in order to connect the chain of title for said property.

Your Petitioner will file the original Assignment among the Land Records and will cause a certified copy of same to be substituted in these proceedings and filed accordingly.

Respectfully submitted,

Harrison W. Vickers
Assignee,

ORDER.

Ordered, this 9th. day of September, 1927, by the Circuit Court for Queen Anne's County, in Equity, after the above Petition being read and considered, that leave is hereby granted to withdraw the aforesaid Assignment in order that it may be filed among the Land Records for Queen Anne's County and that a certified copy of said assignment to be filed in these proceedings.

Filed Sept. 9th. 1927.

Thomas J. Keating.

CERTIFIED COPY OF DEED OF ASSIGNMENT.
Filed Sept. 9th. 1927.

#12,626.

Queen Anne's County, to wit: Be it remembered that on the fifth day of May, in the year nineteen hundred and twenty-seven, the following Deed of Assignment was brought to be recorded, to wit:

THIS DEED OF ASSIGNMENT, made this 3rd. day of May, in the year 1927, by M. Earle Usilton, of the City of Philadelphia, and the State of Pennsylvania, witnesseth:

That in consideration of the sum of four thousand (\$4000.00) dollars and interest on same from the 8th. day of December, in the year 1924, the said M. Earle Usilton does hereby grant and assign unto Harrison W. Vickers, all his right, title and interest in a certain Mortgage, made to him by the Kent County Land Company, a corporation, dated the 8th. day of December, in the year 1914, and recorded among the land records for Queen Anne's County, State of Maryland, in Liber W. F. W. No. 6, folio 338, etc., and also all his right, title and interest in the property described in said mortgage, and in the mortgage debt intended to be secured thereby.

Said property known as the Stam property and described as follows: All that tract or parcel of land or farm, situate, lying and being in the 7th. Election District of Queen Anne's County, State of Maryland, binding on Chester River, and adjoining the lands of Catherine P. Walker, et al., and containing one hundred and forty six acres and twenty eight perches of land, more or less, being the same and all the land which was conveyed to the said body corporate, Kent County Land Company by William B. Usilton and wife, et al., by deed of the 8th. day of December, 1914, and recorded among the land records for Queen Anne's County.

As witness my hand and seal the day and year first above written.

Test: Wm. B. Usilton.

M. Earle Usilton (SEAL)

State of Pennsylvania, City of Philadelphia, to wit:

I hereby certify that on this 3rd. day of May, in the year 1927, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia, personally appeared M. Earle Usilton, and he acknowledged the foregoing Deed of Assignment to be his act.

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 10th. day of September, 1927, 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 case; and the Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Filed Sept. 10th. 1927..

Thomas J. Keating.

2682. CHY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twentieth day of January, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:-

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

George H. Prouse, mortgagee,
vs.
Wadewood Farms, corporation,
mortgagor.

B. H. Turner, Clerk:

Docket suit forwith in accordance with the above titling on your chancery docket.

File in the papers of the suit a certified copy of the mortgage from Wadewood Farms to George H. Prouse, bearing date November 28, 1923, and recorded in Liber B. H. T. No. 1, fol. 63, a land record in your office. The suit is for the foreclosure of said mortgage under power of sale therein contained.

File in the papers of the suit the accompanying bond from said George H. Prouse to The State of Maryland, with American Surety Company as surety thereon, in penalty of \$5000.00 for the bond required as a condition precedent for foreclosure of said mortgage.

Enter my appearance for the plaintiff.

Madison Brown.

Filed Jan. 20th. 1927.

Attorney for George H. Prouse, above mentioned.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the twentieth day of January, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, George H. Prouse, of Queen Anne's County, in the State of Maryland, as principal, and the American Surety Company of New York, a corporation duly incorporated under and existing through the laws of the State of New York and duly authorized to become sole surety on the bonds of parties making sale of mortgaged real estate 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 five thousand dollars, lawful money of the United States, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this twentieth day of January, in the year nineteen hundred and twenty seven.

Whereas default has occurred in the terms, conditions and covenants of the mortgage from Wadewood Farms, a corporation, given to the said George H. Prouse and bearing date November 28, 1923, and recorded in Liber B.H.T. No. 1, fol. 63, a land record book of Queen Anne's County aforesaid, made to secure the payment of the sum of money therein mentioned, by reason of the non-payment of the interest secured by said mortgage to be paid on the mortgage debt; by reason of the non-payment of certain instalments of the said principal debt at the times named in the said mortgage for the payment of the same and by reason of the non-payment of the state and county taxes levied on the mortgaged property for the year 1926 by the county commissioners of Queen Anne's County, due and in arrear on January first, 1927, and now remaining unpaid, said mortgage providing for the payment of the said taxes by the said mortgagor; and whereas, by reason of said defaults, the said George H. Prouse is about to sell the mortgaged property under the power and authority conferred upon him by said mortgage to be exercised in case of defaults in the terms, conditions and covenants of said mortgage;

Now, the condition of the above obligation is such, that if the above bounden George H. Prouse shall well and faithfully abide by and perform and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation is to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence Of:-

Wm. Freestate.

Countersigned:

J. Lemuel Roberts.

Seal's Place.

George H. Prouse (SEAL)

American Surety Company of New York.

By Madison Brown, Its attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:
Bond with security approved filed January 20th. 1927.

B. Hackett Turner, Clerk.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 275, 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 January, in the year 1927.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE.
Filed Jan. 20th. 1927.

#10,341. QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the twenty-fourth day of December, in the year nineteen hundred and twenty-three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty eighth day of November, in the year nineteen hundred and twenty three, by Wadewood Farms, Inc., a body corporate, duly incorporated by and existing under the laws of the State of Maryland, with its charter recorded among the land record books of Queen Anne's County, State of Maryland, party of the first part, and George H. Prouse, of Queen Anne's County aforesaid, party of the second part.

WHEREAS, the said party of the first part is justly indebted unto the said party of the second part in the full sum of five thousand five hundred dollars, for the purchase money hereinafter mentioned, to be paid, with interest in the following manner, to wit: On July first nineteen hundred and twenty four, interest on said sum from the first day of January, nineteen hundred and twenty four is to be paid; On January first, 1925, the interest from July first, 1924, on fifty five hundred dollars is to be paid and at the same time one thousand dollars of the principal debt is to be paid; On July first, 1925, the interest from January, first, 1925, on forty five hundred dollars is to be paid; On January first, 1926, the interest from July first, 1925, on forty five hundred dollars is to be paid and at the same time one thousand dollars of the principal debt is to be paid; On July first, 1926, the interest on thirty five hundred dollars is to be paid; for six months preceding; On January first, 1927, the interest on thirty five hundred dollars from July first, 1926, is to be paid, and at the same time one thousand dollars of the principal debt is to be paid; On July first, 1927, interest on twenty five hundred dollars is to be paid; on January first, 1928, the interest on twenty five hundred dollars from July first, 1927, is to be paid, and at the same time one thousand dollars of the principal debt is to be paid; On July first, 1928, the interest from January first, 1928, is to be paid on fifteen hundred dollars; On January first, 1929, the interest for six months on fifteen hundred dollars is to be paid and at the same time the balance of the principal debt, to wit: fifteen hundred dollars is to be paid. (Note: the debt is to be bear no interest, between date of these presents and the first day of January, nineteen hundred and twenty four).

And whereas, it was a condition precedent to the sale of the real estate hereinafter mentioned by the deed hereinafter referred to that the said sum of five thousand five hundred dollars and the interest thereon to be paid as aforesaid, should be secured by the execution and delivery of these presents.

NOW, THEREFORE THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said body corporate, "Wadewood Farms, Inc", does hereby grant and convey unto the said George H. Prouse, his heirs and assigns forever, in fee simple, all that farm or tract of land called or known as "Fair Dealing Enlarged", "Winchester", "The Elijah Prouse Farm", "The Morgan J. Prouse Farm", "The George S. Prouse Farm", situate, lying and being in Fifth Election District of Queen Anne's County, State of Maryland, in the section known as Winchester, on Winchester Creek, adjoining the land called Wadewood Farm, property of party of the second part, the lands of James B. Hess, and William Beecher; and containing seventy six acres of land, more or less, and being the same land granted unto the said party of the first part by George H. Prouse aforesaid, by deed bearing even date herewith and intended to be filed for record simultaneously with these presents which are given to secure a part of the purchase money named in said deed and paid for said 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 upon said property at the time of sale shall pass to the purchaser of said property. Provided that if the said party of the first part, its successors and assigns, shall well and truly pay to the said George H. Prouse, his executors, administrators or assigns, the aforesaid sum of five thousand, five hundred dollars, when and as the same shall become due and payable according to the several instalments thereof to be paid as hereinabove set forth, and also the interest on said debt and the instalments of said debt when as the said interest shall become due and payable according to the plan of payment hereinabove 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 party of the first part, its successors and assigns, shall possess said property.

And the said party of the first part hereby covenants for itself, its successors and assigns, 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, 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 George H. Prouse, his executors, administrators or assigns, or Madison Brown, attorney at law, of said county, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County 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 body corporate, 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 George H. Prouse, his executors, administrators or assigns, or Madison Brown, their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all 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 party of the first part, for itself, its successors and assigns, hereby covenants to pay.

And this Mortgage further witnesseth, that the said body corporate, "Wadewood Farms, Inc.", has constituted and appointed and by these presents does hereby constitute and appoint Edgar L. Housh, of said county, to be its true and lawful attorney, and for it and in its name to acknowledge this mortgage as the corporate act and deed of said body corporate before any person with authority to take acknowledgments of mortgages in order that said mortgage may be properly executed and recorded according to law.

In testimony whereof the said body corporate, Wadewood Farms, Inc., has caused its name to be hereunto signed by Chester C. House, its President, and its corporate seal to be hereunto affixed by W. J. Hollister, its Secretary and Treasurer, the day and year first above written.

Test: Edgar L. Housh.

Wadewood Farms, Inc. By

Test: E. M. Forman.

Chester C. Housh, its President.

Attest: W. J. Hollister,
Secretary and Treasurer.

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

I hereby certify that on this twenty eighth day of November, in the year nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Edgar A. Housh, the attorney named in the letter of attorney contained in the foregoing deed, and by virtue and in pursuance of the authority conferred therein upon him, he did acknowledge the foregoing deed to be the act and deed of the said body corporate above mentioned, Wadewood Farms, Inc.

In witness whereof I hereunto subscribe my name and affix my seal Notarial.

Ezekiel M. Forman,

Justice of the Peace.

State of Maryland, Queen Anne's County, Set:-

I hereby certify that on this twenty eighth day of November, in the year nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared George H. Prouse, the within named mortgagee, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

In witness whereof I hereunto subscribe my name and affix my seal official.

Ezekiel M. Forman,

Justice of the Peace.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber B.H.T. #1, folio 63 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 January, A. D. 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Feby. 16th. 1927.

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

George H. Prouse,

vs.

Wadewood Farms, Inc.,
incorporated.

Cause No. 2682.

To the Honorable, the Judges of said Court:

The report of George H. Prouse, who hereinafter refers unto himself as "vendor", unto Your Honors respectfully sets forth:

That he is the mortgagee named in the mortgage from Wadewood Farms, Inc., a corporation, given unto the said vendor, dated on November 28, 1923, and recorded in Liber B. H. T. No. 1, fol. 63, a land record book of this county.

That prior to the day of sale hereinafter mentioned default which yet exists had occurred in the terms of said mortgage by reason of the

- (1) non-payment of the sum of one thousand dollars named in said mortgage to be paid on the first day of January, 1926, of which said sum only five hundred dollars has been paid;
- (2) non-payment of the sum of one thousand dollars named in said mortgage to be paid on the first day of January, 1927, of which no part has as yet been paid;
- (3) non-payment of certain interest covenanted by the terms of said mortgage to be paid on certain days named in said mortgage;
- (4) non-payment prior to January 1, 1927, of the state and county taxes levied on the mortgaged property for the year 1926, said taxes yet remaining unpaid.

That prior to the day of sale hereinafter mentioned your vendor gave notice of the time, place, manner and terms of sale hereinafter mentioned by advertisement inserted in The Centreville Record, a newspaper published in said county for more than twenty days previous to the day of said sale; a copy of the advertised notice of sale duly certified to by the managers of said paper is filed herewith as part hereof.

That prior to the day of sale hereinafter mentioned your vendor filed with the clerk of this court his bond to the State of Maryland in the penalty of the sum of five thousand dollars containing the recitals and conditions necessary under the law of said State for a foreclosure of said mortgage under power of sale therein contained.

That the property hereinafter mentioned as sold under said mortgage is that described in and conveyed by said mortgage, and consists of all that farm or tract or land called "The Morgan J. Prouse Farm", "The George Prouse Farm", situate, lying and being in Fifth Election District of Queen Anne's County, State of Maryland, on Winchester Creek, containing 76 acres of land, more or less; for further description see advertisement of sale mentioned and the said mortgage.

That pursuant to the advertised notice of sale your vendor did attend in front of the Court House door in the town of Centreville, Queen Anne's County, State of Maryland, on the 15th. day of February, 1927, at the hour of one o'clock P.M., and then and there proceeded to sell the mortgaged real estate under and in execution of the power of sale contained in said mortgage and because of the defaults mentioned in the following manner, to wit:

Your vendor caused the advertised notice of sale to be read and then announced to the people gathered at place of sale that in addition to the terms of sale advertised, the purchaser would be entitled to possession of the mortgaged property immediately on compliance with the terms of sale.

Your vendor then offered the said property through the medium of J. E. Anthony, as auctioneer, to the highest bidder, and after the auctioneer had conducted the sale in the usual manner your vendor then in execution of said power of sale sold said property unto himself, the said George H. Prouse, he, the said George H. Prouse, being then and there the highest bidder for said property, at and for the sum of four thousand dollars.

Total amount of the mortgage sale, \$4,000.00.

Respectfully submitted,

George H. Prouse
mortgagee, vendor.

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

I hereby certify that on this fifteenth day of February in the year nineteen hundred and twenty seven, before me, the subscriber, clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared George H. Prouse, mortgagee above named, and he did make oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated, and that the sale therein mentioned was fairly made.

B. Hackett Turner, Clerk.

Filed Feby. 16-1927.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.

Filed Feby. 16, 1927.

MORTGAGE SALE OF A FARM ON WATER.

Default having occurred in the terms of the mortgage from Wadewood Farms, a corporation, to George H. Prouse, dated December 28, 1923, and recorded in Liber B. H. T. No. 1, fol. 63, land record book of Queen Anne's County, Maryland, the said George H. Prouse, as mortgagee, in execution of the power of sale contained in the mortgage to be exercised in case of default, will sell in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, FEB. 15, 1927, at hour of one o'clock P.M., the mortgaged premises consisting of all that farm called the "Morgan J. Prouse Farm", situate, lying and being in Grasonville, Fifth Election District of Queen Anne's County, Maryland, on Winchester Creek, containing 76 ACRES OF LAND, more or less.

This farm adjoins the land of James B. Hess and the chicken-farm of Wadewood Farms, and is not far distant from Stone Road. It has a beautiful location of 3-4 mile water front on Winchester Creek, which affords in summer, fine fishing, bathing and boat harbor.

About 45 acres in cultivation and meadow, and balance contains wood and some timber.

Improvements consist of 5-room bungalow and stable, in good condition, implement shed and large garage with loft above, practically new. This farm makes a nice chicken and small fruit farm, and a delightful home on the water.

TERMS OF SALE:--One third^{or} purchase money in cash at time of sale, one third in six months and one third in twelve months from day of sale; deferred payments to bear interest from day of sale and to be secured by the notes of the purchasers with a surety or sureties to meet approval of undersigned; with option to purchasers to pay all cash on day of sale or on ratification with interest.

GEORGE H. PROUSE, Mortgagee,
Queenstown, Maryland,
MADISON BROWN, Attorney at law,
Centreville, Maryland.
J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD.

Centreville, Md., Feb. 16th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgage Sale in the case of sale under mortgage from Wadewood Farms, Inc., to George H. Prouse, 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 15 day of February, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Feby. 16 - '27.

By Lida Hopkins.

N I S I.

George H. Prouse,

) IN THE CIRCUIT COURT

vs.

FOR QUEEN ANNE'S COUNTY

Wadewood Farms, Inc.,
Incorporated.

IN EQUITY.

CHANCERY NO. 2682.

ORDERED, This 16th. day of February, A. D., 1927, that the sale of the real estate made and reported in this cause by George H. Prouse, mortgagee, vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th. 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 19th. day of March next.

The Report states the amount of sales to be \$4,000.00.

Filed Feb. 16th. 1927.

B. Hackett Turner, Clerk.

Certificate of Publication
of Order Nisi.

Filed Apr. 15th. 1927.

ORDER NISI.

George H. Prouse,

vs.

Wadewood Farms, Inc.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2682.

Ordered, this 16th. day of February, A. D., 1927, that the sale of the real estate made and reported in this cause by George H. Prouse, mortgagee, vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of March next.

The Report states the amount of sales to be \$4000.00.

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

Filed Feb. 16, 1927.

THE CENTREVILLE RECORD.

Centreville, Md., April 15, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of George H. Prouse vs. Wadewood Farms, Inc., Chancery #2682, 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 19th day of March, in the year 1927.

Filed April 15th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

STATEMENT OF MORTGAGE DEBT.
Filed May 10th. 1927.

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

George H. Prouse,

Cause

vs.

No.

Wadewood Farms, Inc.,
Incorporated.

2682.

Statement of Mortgage Debt.

Wadewood Farms, Inc., corporation, to George H. Prouse, Dr.

To amount of the mortgage debt secured by the mortgage from Wadewood Farms, Inc., to George H. Prouse dated Nov. 28, 1923, recorded in Liber B.H.T. No. 1, fol. 63,	\$5500.00
To interest thereon from Jan. 1, 1924, to July 1, 1924	165.00
Cr: on July 1, 1924,	<u>\$5665.00</u>
To interest-July 1, 1924, to Jan. 1, 1925,	165.00
Cr: Jan. 1, 1925,	<u>\$5500.00</u>
To interest-Jan. 1, 1925 to April 15, 1925,	165.00
Cr: April 15, 1925,	<u>\$5665.00</u>
To interest from April 15, 1925 to Oct. 1, 1925	1000.00
Cr: Oct. 1, 1925,	<u>\$4665.00</u>
To interest-Oct. 1, 1925 to Jan. 12, 1926,	81.63
Cr: Jan. 12, 1926,	<u>\$4746.63</u>
To interest from Jan. 12, 1926, to Mar. 21/26	165.95
Cr: March 2, 1926,	<u>\$4580.68</u>
To interest from Mar. 2, 1926, to April 12/26	125.97
Cr: April 16, 1926,	<u>\$4706.65</u>
To interest from April 16/26 to May 14/26.	39.20
Cr: May 14, 1926,	<u>\$4667.45</u>
To interest from May 14, 1926 to July 7/26.	79.34
Cr: July 7, 1926,	<u>\$4746.79</u>
To interest from July 7, 1926, to July 23, 1926,	101.65
Cr. by payment	<u>\$4645.14</u>
To interest from July 23, 1926, to day of sale	38.71
Total amount due on day of sale,	<u>\$4683.85</u>
To which is to added 5 per cent. attorneys commissions of Madison Brown,	200.00
	<u>\$4483.85</u>
	33.63
	<u>\$4516.48</u>
	100.00
	<u>\$4416.48</u>
	20.61
	<u>\$4437.09</u>
	100.00
	<u>4337.09</u>
	39.00
	<u>\$4376.09</u>
	100.00
	<u>\$4276.09</u>
	10.69
	<u>\$4265.40</u>
	132.83
	<u>\$4132.57</u>
	148.38
	<u>\$4280.95</u>
	214.00
	<u>\$4494.95</u>

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 seven, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared George H. Prouse, and he did make oath in due form of law that the foregoing statement is a true statement of the indebtedness due under the mortgage from Wadewood Farms, Inc. to said George H. Prouse, to the best of his knowledge and belief.

Filed May 10th. 1927.

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

ORDER OF COURT RATIFYING SALE.
Filed May 10th. 1927.

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

George H. Prouse,	} chancery Docket.
vs.	
Wadewood Farms, Inc., mortgagor.	
	Cause No. 2682.

Ordered, this 10th. day of May, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of said Court, that the sale of the mortgaged real estate of Wadewood Farms, Inc., the mortgagor, made by George H. Prouse, mortgagee, under the mortgage mentioned in this cause, and by the said George H. Prouse reported to this court by his report filed in the above 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 in accordance with the order nisi passed in this cause on 16th day of February, 1927, in relation to the said sale;

And it is further ordered, that the papers of the cause be and the same are hereby referred to Madison B. Bordley, special auditor, with instructions to state and return to this court an account between the proceeds of the sale so made and reported and the said George H. Prouse.

And as the vendor making the sale made and reported in this cause, the said George H. Prouse, is also the purchaser of said mortgaged property, as will appear by reference to the report of sale filed as aforesaid, it is further ordered that Madison Brown, of said county, who has been acting as attorney in this case, be and he is hereby appointed trustee without necessity of giving bond to convey the mortgaged property sold in this cause unto the said George H. Prouse as the said purchaser, upon the said Madison Brown being satisfied that the purchase money named in the report of sale has been paid.

Thomas J. Keating.

REPORT AND ACCOUNT OF THE SPECIAL AUDITOR.
Filed May 26th. 1927.

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

George H. Prouse, Chancery
vs. Cause
Wadewood Farms, 2682.
Inc.

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 had in this cause that the property herein reported sold was sold for payment of a mortgage and that the said property did not sell for enough to pay the mortgage debt.

That in the within account, George H. Prouse, the party making the sale and the holder of the mortgage under which the sale was made as mortgagee, is charged with the amount of the gross sale made by him, and is then thereout allowed his compensation for the making the sale according to the terms of the mortgage, the costs of advertising the sale and the several orders nisi of the cause, costs of his auctioneer and bond and fee of the auditor.

The balance remaining after these allowances is distributed unto the said mortgagee on account of his claim under said mortgage.

The auditor appends a statement of the mortgage indebtedness.

Respectfully submitted,

May 19, 1927.

M. B. Bordley,
Special Auditor.

The proceeds of the sale of the mortgaged real estate of Wadewood Farms, Inc., a corporation, in account with George H. Prouse, mortgagee, party making mortgage sale.

1927.
Feb.

Cr:

15: By gross proceeds of the mortgage sale,
per report of sale filed, to wit: \$4,000.00

Dr:

To George H. Prouse, party making the sale, for
his compensation, per mortgage terms; \$205.00

To do., for the costs of advertising the sale and
several orders nisi of cause in Centreville
Record, per account for same receipted
exhibited, to wit: 33.00

To do., for state and county taxes on the mortgaged
property for 1926, paid by him per receipted
statement for same, to wit: 36.18

To do., for the court costs of the cause, per
clerk's statement, as follows:

Costs of B.H. Turner, clerk, paid, \$18.75
Appear. fee of M. Brown, paid, 10.00 28.75

To do., for the amount paid J. E. Anthony for
crying the sale, to wit: 10.00

To do., for the amount paid corporate surety on
his bond for bond, per receipt for same: 20.00

To Madison B. Bordley, special auditor, for stating this account, to wit:	4.50	
To George H. Prouse, mortgagee, in part of his mortgage claim, per statement, this balance	<u>\$3,662.57</u>	<u>70</u>
	\$4,000.00	\$4,000.00

Statement of Mortgage debt.

Wadewood Farms, Inc., incorporated,	to George H. Prouse,	Dr:
1927		
Feb. 15: To amount due by said mortgage on this date, day of sale:		\$4,494.95
Cr: by amount applicable thereto from above:		<u>3,662.57</u>
Balance due George H. Prouse with interest from date:		\$ 832.38

May 18, 1927.

Madison B. Bordley
Special Auditor.

NISI RATIFICATION OF AUDIT.

George H. Prouse, vs. Wadewood Farms, Inc.	{ IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CASE NO. 2682.
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ORDERED, This 26th. day of May, in the year nineteen hundred and 27, 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 25th. day of June, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 18th. day of June, 1927, in some newspaper printed and published in Queen Anne's County.

Filed May 26th. 1927. B. Hackett Turner, Clerk.

Certificate of Publication of Nisi Ratification of Audit. Filed July 6th. 1927.

NISI RATIFICATION OF AUDIT.

George H. Prouse,
vs.
Wadewood Farms, Inc.,

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2682.

Ordered, This 26th. day of May, in the year nineteen hundred and twenty seven, 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 25th day of June, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of June, 1927, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed May 26th. 1927.

THE CENTREVILLE RECORD.

Centreville, Md., July 6th. 1927.

The Centreville Record Publishing co. hereby certifies that the Nisi Ratification of Audit in the case of George H. Prouse, vs. Wadewood Farms, Inc., case No. 2682, 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 18 day of June in the year 1927.

Filed May 26th. 1927.

By Lida Hopkins.

ORDER OF COURT RATIFYING AUDIT.

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

George H. Prouse, Plaintiff,	Chancery Cause
versus	No.
Wadewood Farms, Incorporated.	2682.

Ordered, this 28th. day of February, in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the within and afore 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 order nisi passed in relation thereof on the 26th day of May, 1927; and George H. Prouse, the person making the sale, be, and he is hereby directed to apply the proceeds of sale in accordance with the said report and account, with a due proportion of the interest received and to be received on the credit sales to the commissions of the said George H. Prouse and to the mortgage claim or debt.

Filed Feby. 28th. 1928.

Thomas J. Keating.

#2716 CHANCERY.

QUEEN ANNE'S COUNTY, TOWIT; be it remembered that on the fifth day of August, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:

Thomas J. Keating, Jr.,
assignee,

vs.

Clinton B. Baker and
Lillie E. Baker, his wife,
mortgagors.

In the Circuit Court for

Queen Annes County,

In Equity.

Chancery #

To B. Hackett Turner, Clerk:-

You will docket suit as per the above titling for foreclosure of the mortgage from Clinton B. Baker and Lillie E. Baker, his wife, to Thomas J. Keating and assigned to Thomas J. Keating, Jr., for foreclosure and collection, said mortgage being dated the 15th. day of November, in the year , and recorded in Liber J. F. R. #3, folio 325 etc., a land record book for Queen Anne County, and file in said suit a certified copy of said mortgage and assignments.

Thos. J. Keating, Jr.
Assignee.

Certified Copy of Mortgage
and Assignment.

#7383. QUEEN ANNE'S COUNTY, TOWIT: 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 fifteenth day of November, in the year nineteen hundred and nineteen, by Clinton B. Baker and Lillie E. Baker, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Clinton B. Baker and Lillie E. Baker, his wife, are jointly and severally indebted unto Thomas J. Keating, of Queen Anne's County aforesaid, in the full sum of Eight Hundred and Fifty Dollars with interest from date, for mony loaned and advanced upon condition that this mortgage be given to secure the payment thereof, and whereas, the said Clinton B. Baker and Lillie E. Baker, have drawn and passed to the said Thomas J. Keating their promissory note for said sum of eight hundred and fifty dollars with interest bearing date even with the date of this mortgage and payable at the Centreville National Bank of Maryland six months after date, and whereas this mortgage is given to secure the payment of said loan and the interest thereon as represented by said promissory note and any and all renewals, in part or as an entirety, of the original or any renewal or part renewal note.

Now, therefore, this mortgage witnesseth that, for and in consideration of the premises and of the sum of One Dollar, the said Clinton B. Baker and Lillie E. Baker, his wife, do hereby grant and convey unto the said Thomas J. Keating, his heirs and assigns, in fee simple, the following real estate, to wit:- All that lot or parcel of land situate in or near the village of Winchester in the Fifth Election District of Queen Anne's County, Maryland, where the said Clinton B. Baker now resides, bounded on the north by the road way leading out from the property of Jacob B. Baker, on the east by the lot of said Jacob B. Baker, on the south by what is generally known as The Janetzke road way and on the west by the Russell lot of Charles W. Butler, containing about one-half acre of land, more or less, being the same and all the land described and conveyed in the deed to the said Clinton B. Baker and Lillie E. Baker, his wife, from Jacob B. Baker and Ella L. Baker, his wife, dated the 20th. day of May, in the year 1918, and recorded among the land record books for Queen Anne's County, Maryland, in Liber J.F.R. #1, folios 1 etc., to which said deed and the references therein contained reference is hereby specially.

And for the consideration aforesaid the said Clinton B. Baker and Lillie E. Baker, his wife, do hereby bargain and sell to the said Thomas J. Keating, his personal representatives and assigns, the sail boat or bugy known by the name of "Kate and Ella", licensed for Chesapeake Bay and tributaries thereof.

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 Clinton B. Baker and Lillie E. Baker, his wife, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Thomas J. Keating, his executors, administrators or assigns, the aforesaid sum of eight hundred and fifty dollars and all interest to accrue thereon as represented by the aforesaid promissory note and any and all renewals and part renewal notes 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 Clinton B. Baker and Lillie E. Baker, his wife, their heirs and assigns shall possess said property. AND the said Clinton B. Baker and Lillie E. Baker, his wife, 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 the insurable value of such improvements in some Company or Companies approved by the said Thomas J. Keating, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Thomas J. Keating, 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 said 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 Thomas J. Keating, his executors, administrators, successors 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 Clinton B. Baker and Lillie E. Baker, his wife, for themselves, their 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: Chas. O. Coursey.

Clinton B. Baker (SEAL)

Lillie E. Baker (SEAL)

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

I hereby certify that on this fifteenth 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, personally appeared Clinton B. Baker and Lillie E. Baker, his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed.

Chas. O. Coursey, J. P.
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that on this 22nd. day of November, in the year nineteen hundred and nineteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Thomas J. Keating, the mortgagee above named, and made oath in due form of law that the consideration stated in the foregoing 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 fifth day of August, in the year Nineteen Hundred and twenty seven, 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 body corporate, The Centreville National Bank of Maryland.

Witness my hand and seal this 30th. day of July, in the year 1927.

Test: Thos. J. Keating, Jr.

Thos. J. Keating (SEAL)

The within and aforegoing mortgage is hereby transferred to Thomas J. Keating, Junior, for the purpose of foreclosure and collection.

In testimony whereof the body corporate, The Centreville National Bank of Maryland, has caused its corporate name to be hereto signed by its President and its corporate seal to be hereto annexed this 2nd. day of August, in the year 1927.

Attest: J. F. Rolph,
Cashier.

The Centreville National Bank of
Maryland, by

Corporate
seal
C.N.Bk.

William R. Wilson, Pres.

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 325 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 5th. day of August, in the year nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the twenty fourth day of August, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as principal, and the Fidelity and Deposit Company of Maryland, a body corporate, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of one thousand dollars (\$1,000.00) to be paid to the State of Maryland, 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 twenty fourth day of August, in the year nineteen twenty seven.

Whereas, default has occurred in the mortgage from Clinton B. Baker and Lillie E. Baker, his wife, to Thomas J. Keating, dated November fifteenth, nineteen hundred and ninetee, and recorded in Liber J. F. R. No. 3, folio 325 etc., a land record book for Queen Anne's County, and the above bounden Thomas J. Keating, Jr., by virtue of the power of sale contained in the aforesaid mortgage is about to make sale of the mortgage premises, said mortgage having, by mense assignments, been assigned to said Thomas J. Keating, Jr., for purpose of foreclosure and collection.

Now, therefore, the condition of the above obligation is such, that if the above bounden, Thomas J. Keating, Jr., assignee, shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in the relation of the sale of the mortgaged premises or the proceeds thereof, then this obligation to be void; otherwise to remain in full force and virtue in law.

Witness: Verna Mears.

Thos. J. Keating, Jr. (SEAL)

Witness: Verna Mears.

Seal's
Place.

Fidelity and Deposit Company
of Maryland.

By

J. F. Rolph, (SEAL)
Attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed Aug. 24th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, fol. 326 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 August, in the year 1927.

B. Hackett Turner,
Clerk.

REPORT OF SALE.
Filed Aug. 31st. 1927.

Thomas J. Keating, Jr.,
Assignee for Collection,

vs.

Clinton B. Baker and
Lillie E. Baker, his wife,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,
In Equity.

Chancery #2716.

Report of Sale.

To the Honorable, the Judges of said Court:-

The report of sale of Thomas J. Keating, Jr., Assignee, for collection, respectfully shows unto your Honors:

That after default had occurred in the covenants contained in the mortgage from Clinton B. Baker and Lillie E. Baker, his wife, to Thomas J. Keating, dated November fifteenth, nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 3, folio 325 etc., a land record book for Queen Anne's County, and by mesne assignments assigned unto Thomas J. Keating, Jr., for foreclosure and collection, the said Thomas J. Keating, Jr., your Assignee, by virtue of the power of sale contained in the aforesaid mortgage, after suit had been docketed in this Honorable Court for foreclosure of the mortgage, and after filing in this cause a bond with surety duly approved by the Clerk of this Court in the penalty of one thousand dollars, (\$1,000.00), conditioned as provided by law, and after due advertisement of sale in accordance with the terms of the mortgage as per the annexed certificate, your Assignee, Thomas J. Keating, Jr., did attend in front of the Court House door in the town of Centreville, Maryland, between the hours of one and two o'clock P.M. on Tuesday, August 30th. 1927, and did then and there proceed to make sale of the mortgaged property upon the terms and conditions mentioned in the advertisement of sale and the announcement at the time of sale that all taxes for the year nineteen hundred and twenty seven would be paid by the purchaser, and did then and there sell said property unto William E. King who was then and there the highest bidder therefor for the sum of seven hundred dollars, (\$700.00), which your Assignee believes to be a fair price for the property. The purchaser has made a deposit of one hundred dollars and will further comply with the terms of sale upon the ratification thereof of this Honorable Court.

Respectfully submitted,

Thos. J. Keating, Jr.,
assignee.

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

This is to certify that on this 31st. day of August, in the year nineteen hundred and twenty seven, before the subscriber, Clerk of the Circuit Court in and for the County aforesaid, personally appeared the above named Thomas J. Keating, Jr., Assignee, 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 Aug. 31st. 1927.

MORTGAGE SALE OF BUNGALOW PROPERTY IN GRASONVILLE, MD.

Under and by virtue of the power of sale contained in the mortgage from Clinton B. Baker and Lillie E. Baker, his wife, to Thomas J. Keating, dated November 15, 1919, and recorded in Liber J. F. R. No. 3, folio 325 etc., a land record book for Queen Anne's County, default having occurred thereunder and said mortgage having by mesne assignments, been assigned to Thomas J. Keating, Jr., for purposes of foreclosure and collection, the undersigned assignee will on TUESDAY, AUG. 30, 1927, between the hours of 1 and 2 o'clock p.m. in front of the Court House door in the town of Centreville, Md., offer at public sale to the highest bidder the property described in and conveyed by the aforesaid mortgage consisting of a lot of land situate in the town of Grasonville, Queen Annes County, adjoining on the east the McCleary property, on the west and north the property of Charles Stafford and on the south the property of John Snyder, containing $\frac{1}{2}$ acre of land, more or less, and improved by a MODERN FRAME BUNGALOW in good repair. This property is now occupied by Alex Thomas.

TERMS OF SALE: One third of the purchase money shall be paid in cash at the time of sale and the balance in two equal installments payable 6 and 12 months after the date of sale, with interest from the day of sale, or all cash at the option of the purchaser. Deferred payments to be secured by the note or notes of the purchaser with security to be approved by the undersigned Assignee.

J. Elmer Anthony, Auctioneer.

THOS° J. KEATING, JR.,
Assignee.

THE CENTREVILLE OBSERVER.

Centreville, Md., August 31, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO°, hereby certifies that the Mortgage Sale of Bungalow Property in the case of Thos. J. Keating, Jr., Assignee, vs. Clinton B. Baker & Lillie E. Baker, 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 insertion being before the 30th. day of Aug. in the year 1927.

Filed Aug. 31st. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

N I S I.

Thomas J. Keating, Jr.,
Assignee for collection,

vs.

Clinton B. Baker and
Lillie E. Baker, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2716.

ORDERED, This 31st. day of August, A. D., 1927, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th. 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 4th. day of October next.

The Report states the amount of sales to be \$700.00.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT ORDER NISI.
Filed Nov. 16th. 1927.

NISI

THOMAS J. KEATING, JR.,
ASSIGNEE FOR COLLECTION,
vs.

CLINTON B. BAKER AND
LILLIE E. BAKER,
HIS WIFE, MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2716.

Ordered, This 31st. day of August, A. D., 1927, that the sale of the real estate

made and reported in this cause by Thomas J. Keating, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of October, next.

The Report states the amount of sales to be \$700.00.

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

Filed August 31st. 1927.

THE CENTREVILLE OBSERVER.

Centreville, Md., Nov. 16, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Thomas J. Keating, Jr., Assignee, vs. Clinton B. Baker, 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 4th. day of Oct. in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Nov. 16th. 1927.

By Margaret E. Durney.

STATEMENT OF MORTGAGE DEBT.
Filed Nov. 16th. 1927.

Thomas J. Keating, Jr.,
Assignee,

vs.

Clinton B. Baker and
Lillie E. Baker, his wife,
Mortgagors.

In the Circuit Court for
Queen Annes County, in
Equity.

Chancery #2716.

STATEMENT OF MORTGAGE DEBT.

Principal amount of renewal promissory note from Clinton B. Baker and Lillie E. Baker, to Thomas J. Keating, and endorsed by him to The Centreville National Bank of Maryland, due June 1, 1927,

\$463.60

Interest thereon from June 1, 1927, to the day of sale

6.95

\$470.53

Attorneys commissions on the above amount for collecting the debt

23.53

TOTAL MORTGAGE DEBT

\$494.08

State of Maryland,
Queen Annes County, to-wit:

I hereby certify that on this 16th. day of Nov. in the year nineteen hundred and twenty-seven, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Annes County, personally appeared J. Spencer Wright, Cashier of The Centreville National Bank of Maryland, Assignee of the mortgage, and made oath in due form of law that the above is a true and correct statement of the mortgage debt now owed by Clinton B. Baker and Lillie E. Baker, his wife, and that no part of said mortgage debt as shown above has been paid, nor has any security been given therefor.

As witness my hand and seal notarial the day and year last above written.

Notary
Public
Seal.

W. L. Holton, Jr.
NOTARY PUBLIC.

FINAL ORDER RATIFYING SALE.

IN CHANCERY, the 16th. day of November, nineteen hundred and twenty seven:

It is, by the Circuit Court for Queen Annes County, In Equity, ORDERED that the sale within reported by Thomas J. Keating, Jr., Assignee, 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 directed by the Order Nisi. The Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

Filed November 16th. 1927.

Lewin W. Wickes.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed Jany. 13th. 1928.

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

Thomas J. Keating, junior,
assignee,

vs.

Clinton B. Baker and
Lillie E. Baker, his wife.

Cause No. 2716.

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 Thomas J. Keating, junior, the person making the sale reported in this cause, with the gross amount of the sale made by him and then by allowing him thereout his commissions for making the sale per the terms of the mortgage, the court cost of this cause, the costs of advertising notice of the sale and the several orders nisi of the cause, costs of his bond, charges of auctioneer for selling the real estate, the fee of the auditor and unto the assignee of the mortgage the mortgage claim in full.

That for these allowances the vendor produced his vouchers where vouchers were necessary.

That these allowances do not consume the total amount of the sale and the balance in the within account is distributed unto the parties making the mortgage in accordance with the terms of the mortgage.

The vendor exhibited to the auditor four tax accounts, unpaid, presented to him by W.T. Keating, treasurer and collector of taxes, as tax claims against the property sold and against the proceeds of the sale. These tax accounts are returned with the papers and this report and they are as follows:
account for year 1920, \$15.61 with interest; account for year 1921, \$13.84 with interest; account for year 1922, \$13.90 with interest; account for year 1923, \$7.46 with interest.

As each one of these accounts appear upon its face to be against Clinton Baker and not against the mortgagors jointly the auditor has not allowed the same. Three of these accounts show assessments of \$705.00 of which \$400.00 represents a motor vehicle according to the county assessment books.

Which is respectfully submitted.

January 13, 1928.

Madison Brown,
auditor.

Cause 2716.

The proceeds of the sale of the mortgaged real estate of Clinton B. Baker and Lillie E. Baker, his wife, in account with Thomas J. Keating, Jr., assignee of the mortgage mentioned in this cause, person making the mortgage sale.

1927.	Cr.	
August 30	By the amount of the gross sale of the mortgaged real estate, per report of sale filed, to wit:	\$700.00

	Dr.		
"	To Thomas J. Keating, Junior, person making the sale, for his commissions, per terms of mortgage, the sum of	\$48.00	
	To do., for the court costs of this cause per statement of clerk as follows, to wit: Costs of B.H. Turner, clerk, \$18.75 Appearance fee of plaintiff's atty. 10.00	28.75	
	To do., for the costs of his bond paid corporate surety thereon per receipt for same, to wit:	5.00	
	To do., for amount paid J. E. Anthony for crying sale made, per receipt for same, to wit:	10.00	
	To do., for costs of advertising in Centreville Observer, notice of sale and nisi thereon, per receipted accounts for same, to wit:	36.50	
	To do., for costs of advertising order nisi to be passed as to this account, sum of	3.00	
	To Madison Brown, auditor, for stating this account:	4.50	
	To Thomas J. Keating, junior, assignee of the mortgage filed in this cause in full payment of his mortgage claim--(per statement of mortgage debt filed) the sum of	494.08	
	To Clinton B. Baker and Lillie E. Baker, his wife, mortgagees, this balance, to wit: sum of	70.17	
		\$700.00	\$700.00

January 13, 1928.

Madison Brown
auditor.

NISI RATIFICATION OF AUDIT.

Thomas J. Keating, Jr., Assignee,

vs.

Clinton B. Baker and
Lillie E. Baker, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2716.

ORDERED, This 13th. day of January, 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 7th. day of February, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 31st. day of January, 1928, in some newspaper printed and published in Queen Anne's County.

Filed Jany. 13-1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed Feb. 8th. 1928.

NISI RATIFICATION OF AUDIT.

THOMAS J. KEATING, JR., ASSIGNEE,

vs.

CLINTON B. BAKER AND LILLIE E. BAKER, HIS WIFE.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2716.

Ordered, this 13th. day of January, 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 7th. day of February, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 31st. day of January, 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 13, 1928.

THE CENTREVILLE OBSERVER.

CENTREVILLE, MD., February 7, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Thomas J. Keating, Jr., Assignee, vs. Clinton B. Baker, 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 31st. day of Jan. in the year 1928,

THE CENTREVILLE OBSERVER PUBLISHING CO.

BY Margaret E. Durney.

ORDER OF COURT RATIFYING AUDIT.

ORDERED, this ninth day of February, 1928, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing report and account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given in accordance the previous order, and that the trustee apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Filed Feb. 11th. 1928.

Lewin W. Wickes.

CHANCERY NO. 2709.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of July, in the year nineteen hundred and twenty-eight, the following Order to Docket Suit was filed for record, to wit:-

Charles B. Chance,
Mortgagee,

vs.

Thomas H. Hodges and
Kittie E. Hodges, his wife,
Mortgagors.

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

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from Thomas H. Hodges and Kittie E. Hodges, his wife, to Charles B. Chance, bearing date the tenth day of September, nineteen hundred and twenty one, said mortgage being recorded in Liber J. F. R. No. 10, folios 281 etc., a land record book for Queen Anne's County, Maryland.

This suit, to be docketed as aforesaid, is 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 the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc.,

Harper & Horney
Solicitors for Charles B. Chance,
Mortgagee, Plaintiff.

CERTIFIED COPY OF MORTGAGE.

#9833. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty second day of February, in the year nineteen hundred and twenty-three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 10th. day of September, in the year nineteen hundred and twenty one, by Thomas H. Hodges and Kittie E. Hodges, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Charles B. Chance, of the same place, party of the second part.

WHEREAS the parties of the first part are jointly and severally indebted unto the said party of the second part in the full sum of four hundred dollars, as hereinafter set forth, to be unto him at the expiration of two years from 17th. August, 1921, with interest thereon in the meantime from 17th, of August, 1921, payable semi-annually; and whereas said parties of the first part desire to secure the payment of said sum and the interest thereon to accrue and be paid as above set forth.

Now, this mortgage witnesseth: that in consideration of the premises and of the sum of one dollar, the said Thomas H. Hodges and Kittie E. Hodges, his wife, do hereby grant and convey unto the said Charles B. Chance, his heirs and assigns forever, all that lot or parcel of land called or known as the Howell M. Carney property, situated in the First Election District of Queen Anne County, on the right hand side of the road leading from Barclay to Church Hill, known as the new road, and described as follows: beginning for the same at a point in the middle of the public road leading from Barclay to Church Hill, which said point is at the southwest corner of the land hereby intended to be conveyed.

Together with the buildings and improvements thereon and all the road, rights, ways, waters, privileges, advantages, appurtenances thereto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid unto the said party of the second part, his executors, administrators or assigns, the aforesaid sum of four hundred dollars and the interest thereon to accrue and be paid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default the said parties of the first part, their heirs and assigns, shall possess said property.

And the said parties of the first part, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby jointly and severally covenant that they will 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 property to the amount of full insurable value thereof, and to have said policy or policies so framed or endorsed that the proceeds

in case of loss, 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 thereon to accrue, or in any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt hereby intended to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Charles B. Chance, his executors, administrators or assigns, are hereby authorized and empowered to sell said premises upon giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper published in said county, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the party option of the party making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale.

In testimony whereof said parties of the first part have hereunto subscribed their names and affixed their seals the day and year first above written.

Test as to both mortgagors is: his
Thomas H. x Hodges. (SEAL)
mark.
Wm. Harrington. her
Kittie E. x Hodges. (SEAL)
mark.

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

I hereby certify that on this 10th. day of September, in the year nineteen hundred and twenty one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Thomas H. Hodges and Kittie E. Hodges, his wife, and they did each acknowledge the aforegoing mortgage to be their act.

Wm. Harrington,
Justice of the Peace.

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

I hereby certify that on this 10th. day of September, in the year nineteen hundred and twenty one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles B. Chance, the within named mortgagor, and he did make oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

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 J.F.R, No. 10, fol. 281, 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 1927.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of July, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Charles B. Chance, 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 one thousand dollars (\$1,000.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payments, 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 26th. day of July, in the year nineteen hundred and twenty seven;

Whereas, the above bounden, Charles B. Chance, as the mortgagee of the mortgage from Thomas H. Hodges and Kittie E. Hodges, his wife, to the said Charles B. Chance, bearing date the tenth day of September, nineteen hundred and twenty one, and recorded in Liber J.F.R. No. 10, folios 281, etc., a land record book for Queen Anne's County aforesaid, is about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage;

Now, the condition of the above obligation is such that if the above bounden Charles B. Chance 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:

Georgia S. Dudley.

Seal's Place.

Chas. B. Chance (SEAL)
United States Fidelity
and Guaranty Company.
By William R. Horney,
Its Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed July 26th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, folio 316, 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 26th. day of July, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed August 8th. 1927.

CHARLES B. CHANCE,
Mortgagee,

vs.

THOMAS H. HODGES and
KITTIE E. HODGES, his wife,
Mortgagors.

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

Cause No. 2709.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Charles B. Chance, Mortgagee of the 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 thereon covenanted to be paid by the terms of the mortgage mentioned in these proceedings, at the times therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from Thomas H. Hodges and Kittie E. Hodges, his wife, to the said Charles B. Chance, bearing date the 10th day of September, 1921, and recorded in Liber J. F. R. No. 10, folios 281, etc., a land record book for Queen Anne's County, Maryland,, A copy of said mortgage, duly certifies, is filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said Charles B. Chance, Mortgagee, 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 printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said Charles B. Chance, Mortgagee, did, pursuant to said notice, attend in front of the Post Office in the town of Barclay, Queen Anne's County, Maryland, on Wednesday, the 3rd day of August, 1927, at the hour of one o'clock P.M., and then and there, by virtue and in execution of the power of sale contained in said mortgage 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, to wit: All that lot or parcel of land called or known as "The Howell M. Carney Property", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the right hand side of the public road leading from Barclay to Church Hill, known as the new road, containing one acre of land, more or less, being the same real estate described in and granted by said mortgage, and sold the same to Charles B. Chance, of Queen Anne's County aforesaid, at and for the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00), he being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Centreville Observer, a newspaper printed and published as aforesaid in Queen Anne's County, Maryland, is filed herewith as a part of this Report and is marked "Exhibit A".

4. That prior to offering said property for sale, announcement was made that possession would be given upon the ratification of the sale by this Court in these proceedings; that the Mortgagee of the said Mortgage would pay one-half of the State

and County taxes for the current year, 1927, and that the purchaser would be required to pay the other one-half of said taxes; and that the insurance on the improvements would be adjusted as of the day of sale.

Respectfully submitted,

Charles B. Chance
Mortgagee.

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

I HEREBY CERTIFY that on this 8th. day of August, in the year nineteen hundred and twenty seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Charles B. Chance, Mortgagee of the mortgage mentioned and described in the foregoing Report, 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.

\$250.00

Filed Aug. 8th. 1927.

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

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.

MORTGAGEE'S SALE OF A VALUABLE LOT OR PARCEL
OF LAND NEAR BARCLAY.

Default having occurred in the terms of the mortgage from Thomas H. Hodges and Kittie E. Hodges, his wife, to Charles B. Chance, dated September 10, 1921, and recorded in Liber J. F. R. No. 10, folios 281 etc., a land record book for Queen Anne's County, Maryland; the undersigned mortgagee, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, in front of the post office, in the town of Barclay, Queen Anne's County, Maryland, on WEDNESDAY, AUG. 3rd, 1927, beginning at the hour of 1 o'clock p.m., the property conveyed by said mortgage, consisting of:

ALL THAT LOT OR PARCEL OF LAND called or known as THE HOWELL M. CARNEY PROPERTY, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the right hand side of the public road leading from Barclay to Church Hill, known as the new road, containing ONE ACRE OF LAND, more or less.

The improvements consist of a dwelling house, comparatively new, and other out-buildings.

TERMS OF SALE - One-third of the purchase price will be required on the day of sale and the balance in two equal installments, payable, respectively, in six and twelve months from the day of sale, or all cash, at the option of the purchaser, the credit payments, if any, to bear interest from the day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the undersigned.

CHARLES B. CHANCE,
Mortgagee.
Harper & Horney, Attorneys;
Scott Starkey, Auctioneer.

THE CENTREVILLE OBSERVER°

CENTREVILLE, MD., August 6th. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgagee's Sale in the case of Charles B. Chance, Mortgagee, vs. Thomas H. Hodges and Kittie E. Hodges, his 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, the first publication thereof having been on July 9th. 1927, more than 20 days before the 3rd. day of August, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

N I S I.

Charles B. Chance,
Mortgagee,
vs.
Thomas H. Hodges,
Kittie E. Hodges,
Mortgagors.

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

CHANCERY NO. 2709.

ORDERED, This 8th. day of August, A. D., 1927, that the sale of the real estate made and reported in this cause by Charles B. Chance, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of September next.

The Report states the amount of sales to be \$250.00.

Filed Aug. 8th. 1927.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
FILED OCTOBER 10th. 1927.

CHARLES B. CHANCE,
Mortgagee,

vs.

THOMAS H. HODGES and
KITTIE E. HODGES, his wife,
Mortgagors.

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

Cause no. 2709.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debt and interest, due as of the day of sale, under the mortgage from Thomas H. Hodges and Kittie E. Hodges, his wife, to Charles B. Chance, bearing date the 10th day of September, 1921, and recorded in Liber J. F. R. No. 10, folios 281 etc., a land record book for Queen Anne's County, Maryland, to wit:

Amount of the principal debt due as of the 3rd. day of August, 1927 (the day of the sale of the real estate made and reported in the above cause), secured by said mortgage attached hereto),

\$275.00

Amount of the interest on the said principal mortgage debt from the 10th day of September, 1923, to the 3rd. day of August, 1927 (the day of sale),

64.31

Total amount of the principal mortgage debt and the interest due thereon to the 3rd day of August, 1927,

\$339.31

STATE OF MARYLAND,)

QUEEN ANNE'S COUNTY,)

TO WIT:

I HEREBY CERTIFY that on this 8 day of October, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Charles B. Chance, Mortgagee, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is 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 last above written:

Notary
Public
Seal.

J. Wilbur Stafford
Notary Public.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT ORDER NISI.
Filed Oct. 17th. 1927.

NISI.

CHARLES B. CHANCE, MORTGAGEE,

vs.

THOMAS H. HODGES, KITTIE E. HODGES, MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2709.

Ordered, This 8th day of August, A. D., 1927, that the sale of the real estate made and reported in this cause by Charles B. Chance, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of September next.

The Report states the amount of sales to be \$250.00.

Filed August 8th. 1927.

B. HACKETT TURNER, Clerk.
True Copy Test:

B. HACKETT TURNER, Clerk.

Exhibit "A".

THE CENTREVILLE OBSERVER.

Centreville, Md., October 17, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Chas. B. Chance, Mortgagee, vs. Thos. H. Hodges, Kittie E. Hodges, Mgrs., 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 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

FINAL ORDER RATIFYING SALE.
Filed Oct. 18th. 1927.

CHARLES B. CHANCE,
Mortgagee,

vs.

THOMAS H. HODGES and
KITTIE E. HODGES, his wife,
Mortgagors.

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

Cause No. 2709.

ORDERED, this 17th. day of October, 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 Charles B. Chance, Mortgagee, and reported by him in the above cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the previous Order Nisi passed in this cause on the eighth day of August, nineteen hundred and twenty seven; and the said Charles B. Chance, Mortgagee 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.

It appearing that Charles B. Chance, the party making the sale reported in this cause, is the purchaser of the property reported sold, it is, therefore, FURTHER ORDERED that William R. Horney, of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee, without the necessity of giving bond, to convey the property reported sold to Charles B. Chance unto the said Charles B. Chance, provided that before said property shall be conveyed by said William R. Horney, Trustee, he, the said Trustee, shall be satisfied that the purchase money named in the Report of said sale has been fully paid.

Filed October 18th. 1927.

Thomas J. Keating.

REPORT AND ACCOUNT OF THE AUDITOR.

Filed January 18th, 1928.

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

Charles B. Chance,
Mortgagee,

vs.

Thomas H. Hodges and
Kittie E. Hodges, his wife,
Mortgagors.

Cause No. 2709.

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 Charles B. Chance, the mortgagee and the party making the sale reported in this cause, with the gross amount of the sale made by him and then thereout allowing him the expenses of the sale, enumerated in the account and including the cost of the above cause, as specified in the mortgage.

That these allowances do not consume the entire charge and the balance is distributed unto the mortgagee on account of his claim under the mortgage, the balance not being sufficient to pay the claim in full. A statement of the debt after application of said balance is appended below.

Which is respectfully submitted.

January 18, 1928.

Madison Brown,
Auditor.

Cause 2709.

The proceeds of the sale of the mortgaged real estate of Thomas H. Hodges and Kittie E. Hodges, his wife, mortgagors, in account with Charles B. Chance, mortgagee, the party selling said real estate under the mortgage mentioned in this cause.

1927		Cr.		
August				
3rd.	By the amount of the gross sale of the mortgaged real estate, per report of sale filed:			\$250.00
		Dr.		
" "	To Charles B. Chance, the mortgagee, party making sale, for the following expenses incident to such sale, to wit:			
	For the court costs of the suit per bill of costs of clerk:			
	Costs of the clerk, paid per receipted bill, the sum of		\$14.50	
	Appearance fee of solicitors of the plaintiff, the sum of		10.00	\$24.50
	For the costs of mortgagee's bond paid corporate surety thereon per receipted account for same, to wit:			5.00
	For the costs of advertising in the Centreville Observer notice of sale and the two orders nisi of the cause per receipted account for same, to wit:			30.00
	For the amount paid H. Scotch Starkey for crying the sale made, per his receipt for same, to wit:			5.00
	For the fee of Madison Brown, auditor, for stating this account, to wit:			4.50
				<u>\$69.00</u>
	To Charles B. Chance, mortgagee, in part of his mortgage claim, this balance, to wit:		\$181.00	
			<u>\$250.00</u>	<u>\$250.00</u>

Statement of mortgaged debt.

Thomas H. Hodges and Kittie E. Hodges, his wife, to Charles B. Chance, mortgagee,		Dr.
To amount of the mortgaged debt on August 3, 1927, per statement filed in above cause, the sum of		\$339.31
	Cr.	
By amount distributed thereto above, to wit:		<u>181.00</u>
To balance due by them bearing interest from August 3, 1927, is		\$158.31

Filed January 18, 1928.

Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT.

Charles B. Chance, Mortgagee,	)	IN THE CIRCUIT COURT
vs.		FOR QUEEN ANNE'S COUNTY
Thomas H. Hodges and Kittie E. Hodges, his wife, Mortgagors.	)	IN EQUITY.
		CAUSE NO. 2709.

ORDERED, This 18th. day of January, 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 14th. day of February, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 6th. day of February, 1928, in some newspaper printed and published in Queen Anne's County.

Filed Jany. 18th. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed Feb. 15th. 1928.

NISI RATIFICATION OF AUDIT.

CHARLES B. CHANCE, Mortgagee,
vs.

THOMAS H. HODGES AND KITTIE E. HODGES, HIS WIFE, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2709.

ORDERED, This 18th. day of January, 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 14th. day of February, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of February, 1928, in some newspaper printed and published in Queen Anne's County.

Filed January 18th. 1928.

B. HACKETT TURNER, Clerk.

True Copy, Test:-

B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md., February 15, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Charles B. Chance, Mtgee, vs. Thomas H. Hodges and Kittie E. Hodges, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the sixth day of February, in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed 2-15-'28.

By Bertha G. Durney.

FINAL ORDER RATIFYING AUDIT.

CHARLES B. CHANCE,
Mortgagee,

vs.

THOMAS H. HODGES and
KITTIE E. HODGES, his wife,
Mortgagors.

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

Cause No. 2709.

ORDERED, this third day of March, 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 foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause, and the Mortgagee, Charles B. Chance 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 Mortgagee.

Filed March 5th. 1928.

Thomas J. Keating.

NO. 2695 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 1st. day of April, in the year 1927, the following Order to Docket Suit was filed for record, to wit:-

James T. Earle, Assignee, # In the Circuit Court for Queen
 vs. # Anne's County, In Equity.
 Benjamin F. Lee. #

B. H. Turner, Clerk:

You will docket suit as per above titling, file mortgage herewith, together with assignments thereon and make certified copy of same and file in proceedings, and enter my appearance for the assignee.

James T. Earle
 Solicitor for Assignee.

STATEMENT OF MORTGAGE DEBT.
 Filed April 1st. 1927.

James T. Earle, Assignee, #
 vs. # In the Circuit Court for Queen
 Benj. Lee. # Anne's County, In Equity.
 #

Statement of Mortgage Debt.

Principal mortgage debt	\$220.00	
Interest on same from February 23rd. 1925,	27.79	\$247.79
Atty. Commission 5% 260.18	12.39	

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

I hereby certify that on this 1st. day of April, 1927, before me, the subscriber, the Clerk of the Circuit Court for County and State aforesaid, personally appeared James T. Earle, assignee, and made oath in due form of law that the above statement is true and correct to the best of his knowledge and belief.

James T. Earle.

CERTIFIED COPY OF MTG. & ASSIGNMENTS.

Queen Anne's County, to wit; Be it remembered that on the seventeenth day of January, in the year nineteen hundred and six, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this 15th. day of January, in the year nineteen hundred and six, by Benjamin F. Lee, of Queen Anne's County, State of Maryland;

WHEREAS, the said Benjamin F. Lee, of County and State aforesaid, is justly indebted unto James T. Bright, of said County and State, in the full and just sum of Two Hundred and Twenty Dollars, for money this day loaned and advanced by the said James T. Bright unto the said Benjamin F. Lee, for which said principal sum the said Benjamin F. Lee has drawn and passed unto the said James T. Bright, his promissory note of even date with these presents for the aforesaid sum of Two Hundred and Twenty Dollars payable three years after date at the Centreville National Bank of Maryland, and for the interest to accrue on said principal sum the said Benjamin F. Lee has drawn and passed unto the said James T. Bright; his six other promissory notes dated as aforesaid and payable at the aforesaid bank, six, twelve, eighteen, twenty-four, thirty and thirty-six months after date, each for the sum of Six Dollars and sixty cents, each of said notes for principal and interest being indorsed on its face "Secured by mortgage of even date herewith". And there was an express condition precedent to the aforesaid loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of one dollar, the payment thereof being hereby acknowledged, the said Benjamin F. Lee, his heirs and assigns do hereby grant and convey unto the said James T. Bright, his heirs and assigns, the following hereinafter described real estate: All that piece, parcel, tract or lot of land situated in Stevensville extended, Queen Anne's County aforesaid, on the left of said public road leading from Stevensville to Love Point, on Kent Island, improved by a frame dwelling house in which the said Benjamin F. Lee now resides, adjoining the said William T. Bullen lot, now owned by Charles B. Downs, and for fuller description reference is hereby given unto a deed from Edwin H. Brown, Trustee, to

the said Benjamin F. Lee, and recorded in Liber J. E. G. No. 1, folio 391 etc., a land record book for Queen Anne's County.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any ways appertaining. TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said James T. Bright, his heirs and assigns forever.

PROVIDED, that if the said Benjamin F. Lee, his heirs, personal representatives or assigns, shall pay or cause to be paid the debt and interest hereby intended to be secured, and shall perform all the covenants herein on 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 Benjamin F. Lee, his heirs and assigns, shall possess said property.

AND the said Benjamin F. Lee, for himself, his heirs, personal representatives and assigns, covenant to pay as they severally fall due or accrue the debt and interest hereby intended to be secured, all taxes, assessments, and public dues and charges levied or assessed or that may be levied or assessed on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt or interest or any part of either, and to insure, and pending the existence of this mortgage to keep insured the improvements on said premises to the amount of at least Two Hundred dollars (\$200.00), and to have the policy so framed or indorsed, as in case of fire, to inure to the benefit of the said mortgagee, personal representatives and assigns, to the extent of the lien or claim hereunder, 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 said debt or the interest to accrue thereon, or in any part of either as they severally fall due, or in any covenant or condition in this mortgage, then the whole debt hereby intended to be secured and all money owing hereunder or secured hereby shall be due and demandable, and the said James T. Bright, his personal representatives and assigns, or H. B. W. Mitchell, their attorney, are hereby authorized to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale in a newspaper printed and published in 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 party making the sale, the credit payments, if any, to bear interest and to be secured by the notes of the purchaser, with sureties, and to apply the proceeds to the payment of: first, all expenses incident to such sale, including all counsel or attorney's fees, and a commission to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; second, only to the payment of all claims of the said mortgagee or his personal representatives and assigns under this mortgage, whether the same shall have then matured or not; and the surplus (if any there be) shall be paid to the said mortgagor, his personal representatives or assigns, or whoever may be entitled to the same. But in case said mortgage debt, interest and costs are paid after default (and also after the 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 the sale is withdrawn at the request of said mortgagor, his personal representatives or assigns or any of them, then the said Benjamin F. Lee, mortgagor, for himself, his heirs, personal representatives and assigns, do hereby further covenant to and with the said mortgagee, his personal representatives and assigns, to pay 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 jurisdictions in the State of Maryland. Witness the hand and seal of the said mortgagor the day and date above written.

Test: R. Hopper Smith.

his
Benjamin x F. Lee (SEAL)
mark.

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

I hereby certify that on this sixteenth day of January, in the year nineteen hundred and six, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Benjamin F. Lee, and acknowledged the aforesaid mortgage to be his act, and at the same time and place also appeared James T. Bright, mortgagee, and made oath in due form of law that the consideration therein stated is true and bona fide.

R. Hopper Smith

Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of November, in the year Nineteen Hundred and Fifteen, the following Assignment was brought to be recorded, to wit:-

For value received, I do hereby assign the within and aforesaid mortgage to Charles B. Downes.

Witness my hand and seal this twenty seventh day of January, Nineteen Hundred and Six.

Witness: R. Hopper Smith.

James T. Bright (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 23rd. day of August, in the year 1922, the following Assignments were brought to be recorded, to wit:

For value received, I do hereby assign the within and aforegoing mortgage unto James T. Bright.

Witness my hand and seal this 26th. day of July, 1918.

TEST: Mary Forman.

Chas. B. Downs (SEAL)

For value received, I do hereby assign the within and aforegoing mortgage unto D. D. Taylor with interest from August 18th. 1922.

Witness my hand and seal this 23rd. day of August, 1922.

Test: Mary E. Forman.

James T. Bright (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 1st. day of April, in the year nineteen hundred and twenty seven, the following Assignment was brought to be recorded, to wit:

For purposes of foreclosure and collection, I hereby assign this mortgage unto James T. Earle.

Witness my hand and seal this 1st. day of April, 1927.

Witness: Gertrude Taylor.

David D. Taylor (SEAL)

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber J.E.G. No. 8, folio 565 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 first day of April, A. D. 1927.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the first day of April, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, James T. Earle, 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 One thousand dollars (\$1,000.00), 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, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, and dated this first day of April, in the year nineteen hundred and twenty seven;

WHEREAS, a certain mortgage from Benjamin F. Lee to James T. Bright, bearing date the fifteenth day of January, nineteen hundred and six, and recorded in Liber J. E. G. No. 8, folios 565 etc., a land record book for Queen Anne's County aforesaid, has been by mesne assignments duly assigned to the said James T. Earle, which said assignments are recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden James T. Earle, the assignee of said mortgage as aforesaid, is about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and the interest covenanted to be paid 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 James T. Earle 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:

Ruth A. Willis.

Attest: Ruth A. Willis.

Corporate
Seal's
Place.

James T. Earle (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 Apr. 1st. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 289 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 1st. day of April, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed May 4th. 1927.

James T. Earle, Assignee,

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

vs.

Benjamin F. Lee.

To the Honorable, the Judges of said Court:

The Report of James T. Earle, assignee, of the hereinafter described mortgage to your Honors respectfully sets forth:

That default was made by the mortgagor in the hereinafter described mortgage, said mortgage bearing date the 15th. day of Jan., 1906, and being recorded among the land records for Queen Anne's County, in Liber J.E.G. #8, folio 565 &c., and that said mortgage was duly assigned by mesne assignments unto the said assignee after default had occurred therein, for the purpose of foreclosure and collection, the default being the non-payment of principal and interest.

That prior to the day of sale of the mortgaged property the said assignee gave bond to the State of Maryland for the faithful performance of any order or decree of this Court that might be passed in relation to the sale of mortgaged property as provided by law which said bond was duly filed and approved by the Clerk of this Honorable Court.

That after advertisement of the sale had appeared in the Centreville Record, a newspaper printed and published in Queen Anne's County aforesaid, for more than three successive weeks prior to the day of sale, the 3rd. of May, 1927, the said James T. Earle, assignee as aforesaid, did pursuant to said notice attend in front of the Court House door in the town of Centreville, Maryland, on Tuesday, the 3rd. day of May, 1927, at one thirty o'clock P.M. and then and there in execution of the power of sale contained in said mortgage to be executed by the holder thereof in case of a default in the terms of said mortgage, default having previously occurred as stated, and did proceed to sell the said mortgaged premises.

Your assignee offered at public sale to the highest bidder the real estate described in said mortgage, a full description appearing in said mortgage, a certified copy of which said mortgage is filed herewith, and did sell the same unto Jacob Lee, Aquilla Lee, Fred Lee and William Lee at and for the sum of Four Hundred Dollars, they being then and there the highest bidders therefor.

That the said purchasers have made a satisfactory settlement with your assignee pending the final ratification of the sale by this Honorable Court when the full purchase money will be paid with interest thereon to day of settlement.

All of which is respectfully submitted,

James T. Earle
Assignee.

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

I hereby certify that on this fourth day of May, 1927, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared James T. Earle, assignee of the hereinbefore mentioned mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true and bona fides herein stated to the best of his knowledge and belief and that the sale herein reported was fairly made.

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

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 certain mortgage from Benjamin F. Lee to James T. Bright, said mortgage bearing date the 15th day of January, 1906, and being recorded among the land records for Queen Anne's County, in Liber J. E. G. No. 8, folio 565 &c., and mesne assignments duly assigned to the undersigned, default having occurred in terms and conditions of said mortgage by the non-payment of the principal mortgage debt and interest the undersigned as assignee will sell at public sale in front of the Court House Door in Centreville, Md., on TUESDAY, MAY 3rd. 1927, between the hours of one and two o'clock P.M.

All that lot of land situate, lying and being in or near the town of Stevensville, Fourth Election District of County aforesaid, on the left of the public road leading from Stevensville to Love Point, on Kent Island, and known as the Benjamin Lee Home Property.

This is a nice located tract and will make a nice home for any one desiring a small property in this thriving community.

TERMS OF SALE:- One half of the purchase money in cash on day of sale, the balance in six months from day of sale, the deferred payment, if any, to bear interest, and to be secured by the note or bond of the purchaser or purchasers, or all cash at the option of the purchaser on day of sale.

JAMES T. EARLE,
Assignee.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., May 4, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Advertisement in the case of James T. Earle, Assignee, vs. B. F. Lee, 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. ins. April 7/27) before the 3rd. day of May, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I.

James T. Earle, Assignee,

vs.

Benjamin F. Lee.

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

CHANCERY NO. 2695.

ORDERED, This 4th. day of May, A. D., 1927, that the sale of the real estate made and reported in this cause by James T. Earle, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th. day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 7th. day of June next.

The Report states the amount of sales to be \$400.00.

Filed May 4th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT ORDER NISI.

ORDER NISI.

James T. Earle, Assignee,

vs.

Benjamin F. Lee.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2695.

Ordered, this 4th. day of May, A. D. 1927, that the sale of the real estate made and reported in this cause by James T. Earle, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 7th. day of June next.

The Report states the amount of sales to be \$400.00.

B. Hackett Turner, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed May 4th. 1927,

THE CENTREVILLE RECORD.

Centreville, Md., Aug. 9th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of James T. Earle, Assignee, vs. Benjamin F. Lee, 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 7th. day of June, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Aug. 9th. 1927.

By Lida Hopkins.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed Nov. 21st. 1927.

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

James T. Earle, assignee,

Cause No. 2695.

vs.

Benjamin F. Lee,

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 the party making the sale, James T. Earle, with the gross amount of the sale made by him, and then by allowing him thereout as follows:

his commissions, per terms of mortgage and rule of court on gross sale, for making the sale:
the court costs of the sale, costs of advertising notice of sale and several orders nisi of the cause, auctioneer's fee and the costs of his bond:
then the following amounts due under the mortgage mentioned in this cause, as follows:
the amount of the mortgage debt, principal and interest, due on the day of sale, with the commissions of collection due thereon under terms of the mortgage:
costs of certain insurance against fire obtained by David D. Taylor, preceding Assignee, while assignee, and \$13.47, part of fee of \$15.00 charged by James T. Earle, under the terms of the mortgage to David D. Taylor as owner of the mortgage, per account for same, filed by James T. Earle.

These allowances consume the total amount of the sale.

Respectfully submitted,

November 21, 1927.

Madison Brown
auditor.

The proceeds of the sale of the mortgaged real estate of Benjamin F. Lee, mortgagor, in account with James T. Earle, assignee of mortgage, party selling said real estate.

1927.

Cr.

May

3..1 By gross proceeds of the mortgage sale, per report of sale filed, to wit: \$400.00

Dr.

" " To James T. Earle, party making the mortgage sale for his commissions, per terms of sale: \$28.00

To do., for court costs of this cause:
Appear. fee of plaintiff's solicitor \$10.00
Costs of B. H. Turner, clerk, paid per his receipt: 18.75 28.75

To do., for costs of advertising in Centreville Record, the notice of sale and the two orders nisi of the cause, per receipted account: 37.25

To do., for the amount paid J.E. Anthony for crying the sale, per his receipt for same: 15.00

To do., for the costs of his bond filed herein with corporate surety thereon, per account with receipt thereon appears, to wit: 5.00

To Madison Brown, auditor, for stating this account, to wit: 4.50

\$118.50

To James T. Earle, assignee of the mortgage
for the following items due under said
mortgage as follows:

Costs of fire insurance obtained by David D. Taylor, preceding assignee, per receipt for same:	7.85	
Amount of principal debt,	220.00	
Interest due thereon on day of sale:	27.79	
5 per cent, commissions due on debt and interest, 5% on 247.79	12.39	
In part of \$15.00 fee charged under terms of mortgage for legal services rendered David D. Taylor, per bill filed of \$15.00	13.47	\$281.50

\$400.00 \$400.00

Madison Brown,
Auditor.

November 21, 1927.

NISI RATIFICATION OF AUDIT.

James T. Earle, Assignee,

vs.

Benjamin F. Lee, mortgagor.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2595.

ORDERED, This 21st. day of November, 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 16th. day of December, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 9th. day of December, 1927, in some newspaper printed and published in Queen Anne's County.

Filed November 21st. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT NISI RATIFICATION
OF AUDIT.
Filed Dec. 7th. 1927.

NISI RATIFICATION OF AUDIT.

James T. Earle, Assignee,
vs.

Benjamin F. Lee, Mortgagor.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2595.

Ordered, This 21st. day of November, 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 16th day of December, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of December, 1927, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Nov. 21st. 1927.

THE CENTREVILLE RECORD.

Centreville, Md., Dec. 8th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of James T. Earle, Assignee, vs. Benjamin F. Lee, mortgagor, Chy. #2595, 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 9th. day of December, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

AGREEMENT TO REPLICATION
OF AUDIT.
Filed Jan. 2nd. 1928.

James T. Earle, assignee,

vs.

Jacob Lee.

In the Circuit Court for Queen

Anne's County, In Equity.

It is hereby agreed by Harper & Horney, counsel for the mortgagors in the above entitled cause that the fee of fifteen dollars allowed James T. Earle, assignee, in the audit filed in this cause on Nov. 21st. 1927, be, and the same is hereby confirmed confirmed, by them, and any right that the mortgagors may have to object to the said allowance is hereby waived.

Harper & Horney
Counsel for Mortgagors.

ORDER OF COURT RATIFYING AUDIT.
Filed Jan. 4th. 1928.

ORDERED, this 2nd. day of January, in the year 1928, by the Circuit Court for Queen Anne's County, in Equity, inEquity, that the within and foregoing Report and Account be ratified, no cause to the contrary being shown, although the usual Nisi Audit seems to have been published and thereby notice given and the said James T. Earle, Assignee, is directed to make disbursements in accordance with the audit and is allowed all expenses for which he may produce vouchers that are not personal; the mortgagors, through their counsel, having filed their assent thereto.

Filed Jan. 4th. 1928.

Thomas J. Keating.

NO. 2388 CHANCERY.

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the 21st. day of April, in the year nineteen hundred and twenty eight, the following Order to Docket Suit was filed for record, to wit;-

William W. Beck,	#	In the
attorney,	#	Circuit Court for Queen Anne's
vs.	#	County
Homer W. Chaffin,	#	In Equity.
Carrie B. Chaffin.	#	

Mr. J. Fletcher Rolph, Clerk:

Docket the above entitled case, make copy of Mortgage from Homer W. Chaffin and Carrie B. Chaffin to Philip G. Wilmer, dated November 16th. 1918, and recorded in Liber J. F. R. No. 1, Folios 341 etc., one of the land Record Books for Queen Anne's County aforesaid, and enter my appearance for the Plaintiff.

Says,

William W. Beck

Plaintiff's Attorney.

BOND.

Filed April 22nd. 1921.

KNOW ALL MEN BY THESE PRESENTS, That we, William W. Beck, M. Page Beck, and S. Scott Beck, all of Kent County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand (\$5,000.00) Dollars, 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, administrators, jointly and severally, firmerly by these presents. Sealed with our seals and dated this 21st. day of April, in the year Nineteen Hundred and Twenty-One.

WHEREAS, Homer W. Chaffin and Carrie B. Chaffin, his wife, by deed of Mortgage dated the 16th day of November, 1918, duly executed, acknowledged and recorded among the Land Record Books for Queen Anne's County in Liber J.F.R. No. 1, folios 341 etc., conveyed to Philip G. Wilmer a certain tract of land, in said Mortgage mentioned, to secure the payment of the sum of Twenty-five Hundred (\$2500.00) Dollars and the interest thereon.

AND WHEREAS, In the event of any default being made in any condition of the said Mortgage or in any payment of the Mortgage debt or of the interest thereon when due, power and authority was given therein to Philip G. Wilmer or to William W. Beck, his Attorney, to sell the mortgaged premises.

AND WHEREAS, default has been made in the condition of said Mortgage by reason of the failure to pay the Mortgage Debt and the interest thereon, and the said William W. Beck, Attorney named in said Mortgage, is about to execute said power of sale by selling said Mortgage real estate.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, William W. Beck, shall well and faithfully perform the trust reposed in him by said power in said Mortgage, and shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void.

Test: Alice R. Smith.

William W. Beck (SEAL)

M. Page Beck (SEAL)

S. Scott Beck (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit: "Security approved and Bond filed April 22nd. 1921".

J. F. Rolph, Clerk.

CERTIFIED COPY OF MORTGAGE.
Filed April 21st. 1921.

QUEEN ANNE'S COUNTY, To wit: Be it remembered that on this 18th. day of November, in the year nineteen hundred and eighteen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 16th day of November, in the year nineteen hundred and eighteen by and between Homer W. Chaffin and Carrie B. Chaffin, his wife, Mortgagors, of Queen Anne's County, State of Maryland, of the one part, and Philip G. Wilmer, of Kent

County and State of Maryland, Mortgagee, of the other part,

WHEREAS, the said Mortgagors are justly indebted unto said mortgagee in the full sum of Twenty-five Hundred Dollars (\$2500.00), (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, three promissory notes, all bearing even date herewith; one of them for said principal sum of Twenty-five Hundred Dollars (\$2500.00) payable two years after date; and the other four of said notes for the sum of One Hundred and Fifty Dollars each (for interest of said loan) payable respectively at One and Two years after date at the rate of 6%.

AND WHEREAS, this Mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times 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 Homer W. Chaffin and Carrie B. Chaffin, his wife, do grant unto the said Philip G. Wilmer, his heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in Queen Anne's County aforesaid, and described as follows, to wit:

BEGINNING for the same at the corner of this land and land of David Bamberger on Chester River, and running first with said land South $16\frac{3}{4}$ degrees East 189 perches to center of road from Crumpton to Millington, then up road North 76 degrees east, 87.6 perches, then North $16\frac{3}{4}$ degrees West 186 perches to Chester River, then up river North 77 degrees West, 12.5 perches, then South 50 degrees West 49 perches, then North $79\frac{1}{2}$ degrees West 30 perches, then North $52\frac{1}{2}$ degrees West 9 perches to beginning, containing One Hundred acres of land, more or less.

IT being the same property which was conveyed by William W. Beck, Attorney, to the said Homer W. Chaffin by deed bearing even date herewith and to be recorded among the Land Record Books for Queen Annes County aforesaid, prior thereto.

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

TO HAVE AND TO HOLD, the aforesaid piece or parcel of ground and premises unto and to the proper use and benefit of Philip G. Wilmer, his heirs and assigns forever.

PROVIDED, that if the said Homer W. Chaffin and Carrie B. Chaffin, his wife, their heirs, executors, administrators or assigns, shall pay each of said notes at the times and in the manner limited in each of them respectively, including five per cent commission for collecting any of said notes 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 Homer W. Chaffin and Carrie B. Chaffin, his wife, 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 and charges, mortgage debt and interest due the said Homer W. Chaffin and Carrie B. Chaffin, his wife, 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 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 Philip G. Wilmer, or William W. Beck, Esq., Chestertown, Maryland, his attorney or Agent, is hereby authorized or 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; 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 Annes 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 attorneys 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 said Mortgagors, or any of them, then the said Homer W. Chaffin and Carrie B. Chaffin, his wife, Mortgagors, for themselves and for their heirs, personal representatives and assigns, do hereby further covenant to and with the said Mortgagee, his 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 insure to the benefit of the said Philip J. Wilmer, or his assigns, to the extent of 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 the said premises and land may be depreciated or lessened in value.

WITNESS OUR HANDS AND SEALS.

Test: Eben F. Perkins.

Homer W. Chaffin (SEAL)

Carrie B. Chaffin (SEAL)

STATE OF MARYLAND, Kent County, to wit:

I hereby certify that on this 16th. day of November, in the year nineteen hundred and eighteen before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Homer W. Chaffin and Carrie B. Chaffin, his wife, and they acknowledged the foregoing mortgage to be their act.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

Eben F. Perkins,
Notary Public.

STATE OF MARYLAND, KENT COUNTY, to wit:

I hereby certify that on this 16th. day of November, in the year nineteen hundred and eighteen, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Philip G. Wilmer, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide and herein set forth.

Witness my hand and notarial seal.

Notary
Public
Seal.

Eben F. Perkins,
Notary Public.

STATE OF MARYLAND, QUEEN ANNES COUNTY, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, folio 341 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 Annes County, this 21st. day of April, in the year nineteen hundred and twenty-one.

J. F. Rolph, Clerk.

REPORT OF SALE.
Filed April 22nd. 1922.

William W. Beck,
Attorney,

No. 2388.

vs.

In the Circuit Court for Queen Anne's

Homer W. Chaffin,
Carrie B. Chaffin.

County In Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of William W. Beck, Attorney named in Mortgage, from Homer W. Chaffin and Carrie B. Chaffin, his wife, to Philip G. Wilmer, dated the 16th day of November, in the year nineteen hundred and eighteen, and recorded in Liber J.F.R. No.

1, Folio 341 etc., a Land Record Book for Queen Anne's County, Maryland, and a copy of said Mortgage filed herewith, respectfully shows:

That default having been made under said Mortgage by the failure to pay the principal and the interest when the same became due and payable, and the said Philip G. Wilmer having authorized and directed the said William W. Beck, Attorney, to execute the power and make sale of the mortgaged real estate and after giving 20 days notice of the time, place, manner and terms of sale by Publication in The Centreville Record, a newspaper printed and published in Queen Anne's County, once in four successive weeks prior to the day of sale and having given Bond with security approved by the Clerk of this Court, the said William W. Beck, Attorney, did on Tuesday, the 17th day of May, 1921, at Twelve o'clock Noon, in front of the Court House Door in Centreville, Queen Anne's County, Maryland, offer the mortgaged real estate at public sale and the highest bid received for said property being \$2000.00 which was not considered an adequate bid for said property, he held up the same, and the said William W. Beck, Attorney, further reports that he has since on the 21st day of April, 1922, sold said property at private sale to Philip G. Wilmer at and for the sum of Three Thousand (\$3000.00) Dollars, which real estate is located in Queen Annes County aforesaid, and described as follows, to wit:

BEGINNING for the same at the corner of this land and the land of David Bamberger on Chester River and running first with said land South 16 3/4° East 189 perches to center of road from Crumpton to Millington, then up riad North 76° East 87.6 perches; then North 16 3/4° West 186 perches to Chester River; then with River North 77° West 12.5 perches; then South 50° West 49 perches; then North 79 1/2° West 30 perches; then North 52 1/2° West 9 perches to beginning, containing One Hundred acres of land, more or less.

It being the same property which was conveyed by William W. Beck, Attorney, to the said Homer W. Chaffin by deed bearing date the 18th day of November, 1918, and recorded among the Land Records for Queen Anne's County aforesaid, in Liber J.F.R. No. 1, folio 340 etc.

And the purchaser has made satisfactory compliance with the terms of sale.

William W. Beck
Attorney named in Mortgage.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 21st. day of April, 1922, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared William W. Beck, Attorney, and made oath in due form of law that the matters and facts stated in the foregoing Report are true to the best of his knowledge and belief, and that the Sale was fairly made.

AS WITNESS my hand and Notarial Seal:

	Notary Public Seal.	<u>Alice R. Smith</u> Notary Public.
Filed April 22nd. 1922.		

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed April 22nd. 1922.

MORTGAGEE'S SALE OF VALUABLE FARM

IN QUEEN ANNE'S COUNTY, MD.,

NEAR CRUMPTON.

The undersigned, William W. Beck, as Attorney named in Mortgage, under and by virtue of the power vested in him in a certain Mortgage given to Philip G. Wilmer by Homer W. Chaffin and Carrie B. Chaffin, his wife, bearing date the 16th day of November, 1918, duly executed, acknowledged and recorded in Liber J.F.R. No. 1, folios 341, etc., one of the Land Record Books for Queen Anne's County, Maryland, will offer at public sale, in front of the Court House door, in Centreville, Maryland, on TUESDAY, MAY 17, 1921, between the hours of 11 o'clock A.M. and 12 o'clock noon,

ALL THAT VALUABLE FARM known as the George Vansant or Walls property, situated above Godwin Mills, on the East side of the public road leading to Millington, and adjoining the lands of Orem and Kirby's Landing, and containing 100 ACRES OF LAND, more or less.

The land is of light loam and particularly adapted to truck, corn and tomatoes and very productive. This property is well located and convenient to churches and schools. The improvements consist of a 2 1/2 story FRAME DWELLING and necessary outbuildings, all in good condition. The fencing is also good and there is an apple and pear orchard. This property lies in the center of one of the most productive truck farming sections in Queen Anne's County.

TERMS OF SALE:- One-third of purchase money cash on day of sale, or all cash at the option of purchaser, the balance in two equal installments payable in six and twelve months from the day of sale; all unpaid purchase money to bear interest from day of sale and to be secured to the satisfaction of the undersigned. The purchaser to pay taxes for the year 1921. All title papers, including U.S. Revenue Stamps, at the cost of the purchaser.

WILLIAM W. BECK, ATTORNEY.
named in Mortgage.

John T. Jester, Auctioneer.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., April 22nd. 1922.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Wm. W. Beck, Atty. named in Mtg. vs. Homer W. Chaffin & wife, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 17th day of May, in the year 1922.

THE CENTREVILLE RECORD PUBLISHING CO.

By E.H.Brown, Jr.

N I S I.

William W. Beck, Attorney,	(	IN THE CIRCUIT COURT
vs.)	
Homer W. Chaffin,	(	FOR QUEEN ANNE'S COUNTY
Carrie B. Chaffin.	)	IN EQUITY.
	(	CHANCERY NO. 2388.

ORDERED, This 22nd. day of April, A. D., 1922, that the sale of the real estate made and reported in this cause by William W. Beck, Atty., be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th. day of May next.

The Report states the amount of sales to be \$3000.00.

Filed Apr. 22nd. 1922.

J. F. Rolph, Clerk.

STATEMENT OF MORTGAGE DEBT.
FILED JULY 20th. 1922.

William W. Beck,	:	No. 2388.
Attorney,	:	
vs.	:	In the Circuit Court for queen
Homer W. Chaffin,	:	Anne's County,
Carrie B. Chaffin.	:	In Equity.

Homer W. Chaffin and Carrie B. Chaffin,

To Philip G. Wilmer, Dr.

To amount of Mortgage indebtedness,	\$2500.00
To interest from May 16th. 1920, to April 21, 1922,	289.58
Total	\$2789.58

Philip G. Wilmer
Executor of Philip G. Wilmer,
deceased.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th. day of July, 1922, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Philip G. Wilmer, Executor of Philip G. Wilmer, deceased, and made oath in due form of law that the above statement of Mortgage indebtedness is correct.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

Alice R. Smith
notary Public.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT ORDER NISI.
Filed Aug. 7th. 1922.

ORDER NISI.

William W. Beck, Attorney,
vs.
Homer W. Chaffin and Carrie B. Chaffin.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2388.

Ordered, This 22nd. day of April, A. D., 1922, that the sale of the real estate made and reported in this cause by William W. Beck, attorney, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th. day of May next.

The report states the amount of sales to be \$3000.

J. F. ROLPH, Clerk.
True Copy--Test:
J. F. ROLPH, Clerk.
Filed April 22nd. 1922.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Aug. 7, 1922.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Order Nisi in the case of W. W. Beck, Assign., vs. Homer W. Chaffin, 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 30th. day of May, in the year 1922.

THE CENTREVILLE RECORD PUBLISHING CO.

BY E. H. Brown, Jr.

FINAL ORDER RATIFYING SALE.
Filed Aug. 7th. 1924.

ORDERED, this 7th. day of August, 1922, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing Sale, made and reported by William W. Beck, Attorney, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi.

The Trustee is allowed the commissions and expenses, not personal, provided for in Mortgage, when vouchers therefor are filed with the Auditor.

Filed Aug. 7th. 1924.

Philemon B. Hopper.

CHANCERY NO. 2644.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 16th. day of April, 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 of Mortgage,	In the Circuit Court
vs.	for
Carrie Railey, Mortgagor.	Queen Anne's County.

B. HACKETT TURNER, CLERK:

You will docket suit as per the above titling and file the accompanying bond.

B. H. W. Mitchell
ASSIGNEE OF MORTGAGE.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.

#3239. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the sixth day of September, in the year nineteen hundred and twelve, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this fourth day of September, in the year nineteen hundred and twelve, by Carrie Railey, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Carrie Railey is justly indebted unto James T. Bright, of said County and State, in the full and just sum of Two Hundred Dollars, current money, for money this day loaned and advanced by the said James T. Bright unto the said Carrie Railey, to be repaid within one year from this date, with lawful interest at the rate of six per cent. payable semi-annually.

NOW THIS MORTGAGE WITNESSETH, That for and in consideration of the premises and of one dollar, the said Carrie Railey does hereby grant and convey unto James T. Bright, his heirs and assigns, the following described real estate: All that lot of land, part of a tract called "Bennett's Regulation", situate, lying and being in Cor-sica Neck, Queen Anne's County, Maryland, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a stone at the south east corner and running thence north eighty two degrees fifteen minutes west twenty two perches, thence north forty two degrees east fifteen perches and two ninths of a perch, thence south forty eight degrees east eighteen perches and thence south forty two degrees west two perches and five ninths of a perch to the beginning, containing one acre 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 upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Carrie Railey, her heirs, executors, administrators or assigns shall well and truly pay to the said James T. Bright, his successors, executors, administrators or assigns, the aforesaid sum of two hundred dollars, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on her or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Carrie Railey, her heirs and assigns shall possess said property.

AND, the said Carrie Railey, her heirs, executors, administrators or 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 James T. Bright, 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 James T. Bright, 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, and such other notice as party selling 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 Carrie Railey 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.....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 Carrie Railey, for herself, her heirs, executors, administrators and assigns, hereby covenant to pay.

Witness her hand and seal.

Test: Ray Turner.

her
CARRIE X RAILEY (SEAL)
mark.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this fourth day of September, 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 aforesaid, personally appeared Carrie Railey, and acknowledged the foregoing mortgage to be her act.

RAY TURNER,
Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify, that on this fourth day of September, 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 aforesaid, personally appeared James T. Bright and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

RAY TURNER,
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the third day of November, in the year nineteen hundred and twenty two, the following Assignment was brought to be recorded, to wit:

For value received, I hereby assign unto The Queen Annes National Bank of Centreville, Maryland, the hereunto attached mortgage, as collateral security for my note, payable to the aforesaid Bank four months after date for \$550., said note dated May 22nd. 1917.

Witness my hand and seal this twenty second day of May, in the year nineteen hundred and seventeen.

Test: J. Lemuel Roberts.

James T. Bright (SEAL)

Queen Anne's County, to wit: Be it remembered that on the twentieth day of March, in the year nineteen hundred and twenty six, the following Assignment was brought to be recorded, to wit:

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

Witness my hand and seal this seventeenth day of 19th. March, nineteen hundred and twenty-six.

Witness: J. Lemuel Roberts.

James T. Bright (SEAL)

Following Assignment filed March 22nd. 1926.

The within and foregoing Mortgage is hereby transferred and assigned unto H.B.W. Mitchell, for the purpose of foreclosure and collection.

Witness The Queen Anne's National Bank of Centreville, a body corporate; by Walter T. Wright, its president, and the corporate seal of said body corporate, attested by its Cashier, this twenty second day of March, 1926.

Attest: J. Lemuel Roberts,
Cashier.

THE QUEEN ANNE'S NATIONAL
BANK OF CENTREVILLE.

Witness: Z. R. Collins.

By Walter T. Wright, President.

Corporate
Seal.

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

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 2, folio 93 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 16th. day of April, 1926.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixteenth 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, H.B.W. Mitchell, of Queen Anne's County, as principal, and the Maryland Casualty Company, a body corporate, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of one 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 sixteenth day of April, in the year 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 Carrie Railey to James T. Bright, dated the fourth day of September, nineteen hundred and twelve, and recorded in Liber W.F.W. No. 2, folio 93, a land record book for Queen Anne's County, and by mesne assignments 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 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:

Emma V. Erskine.

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.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed April 16th. 1926.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, folio 221 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 Clerk of the Circuit Court for Queen Anne's County, this 16th. day of April, in the year 1926.

B. Hackett Turner, Clerk.

REPORT OF SALE.
 Filed Apr. 21st. 1926.

H.B.W. Mitchell, Assignee
 of Mortgage,
 vs.
 Carrie Railey.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of H. B. W. Mitchell, Assignee of the mortgage from Carrie Railey to James T. Bright, dated the fourth day of September, nineteen hundred and twelve, and recorded in Liber W. F. W. No. 2, folio 93, 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 principal mortgage debt and interest by said mortgage secured, the said H. B. W. Mitchell, after having first given notice of the time, place, manner and terms of sale by advertisement in the Centreville Record, a newspaper printed and published in Queen Anne's County, Maryland, for more than twenty days previous to the day of sale, copy of said advertisement being hereto annexed, 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 the notice of said advertisement attend in front of the Court House door in Centreville, Queen Anne's County, Maryland, on Tuesday, April twentieth, nineteen hundred and twenty six, between the hours of one o'clock p.m. and one thirty o'clock, p.m., and did then and there proceed to sell the land and premises described in said mortgage at public auction in the following manner, that is to say, after the advertisement of sale of said land and premises had been read, said property consisting of lot of land, improved by frame dwelling house, part of tract called Bennett's Regulation, situated in Corsica Neck, Queen Anne's County aforesaid, on public road leading from Earle's Chapel Church to public road leading from Corsica Neck to the Centreville-Queenstown public road adjoining the lands of Louis Rhines and the land of William Wright, containing one acre of land, more or less, was offered and sold to Sherman Brown and Harriett Brown, his wife, they being then and there the highest bidders therefor, at and for the sum of five hundred dollars.

The purchasers have not, at the time of the filing of this report paid any part of the purchase money.

Respectfully submitted,

H. B. W. Mitchell
 ASSIGNEE OF MORTGAGE.

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

I hereby certify that on this 21st. day of April, 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 H. B. W. Mitchell, Assignee of mortgage, and made oath that the matters and things stated in the aforesaid Report of Sale were true to the best of his knowledge and belief, and that the sale was fairly made.

Filed Apr. 21st. 1926.

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

N I S I.

H. B. W. Mitchell, Assignee
 of Mortgage,
 vs.
 Carrie Railey.

IN THE CIRCUIT COURT
 FOR QUEEN ANNE'S COUNTY,
 IN EQUITY.
 CHANCERY NO. 2644.

ORDERED, This 21st. day of April, A. D., 1926, 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 contrary thereof be shown on or before the 23rd. day of June, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 23rd. day of May, next.

The Report states the amount of sales to be \$500.00.

Filed Apr. 21st. 1926.

B.Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed aug. 5th. 1926.

ORDER NISI.

H. B. W. Mitchell, Assignee of Mortgage,
vs.
Carrie Railey.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2644.

Ordered, this 21st. day of April, A.D., 1926, 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 contrary thereof be shown on or before the 23rd. day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 23rd. day of May next.

The Report states the amount of sales to be \$500.00.

Filed April 21st. 1926.

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

THE CENTREVILLE RECORD.

Centreville, Md., Aug. 5, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of H.B.W. Mitchell, Assignee of Mortgage, vs. Carrie Railey, Chancery #2644, 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 23rd. day of May, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Lida Hopkins.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed Aug. 7th. 1926.

MORTGAGE SALE OF HOUSE AND LOT.

Under and by virtue of the power of sale contained in the mortgage from Carrie Railey to James T. Bright, dated September 4th. 1912, and recorded in Liber W.F.W. No. 2, folio 93, a land record book for Queen Anne's County, and by mesne assignments duly assigned to me for the purpose of foreclosure and collection, I will sell at public sale in front of the Court House Door in Centreville, Maryland, on TUESDAY, APRIL 20, 1926, between the hours of 1 o'clock and 1.30 o'clock p.m.; all that lot of land, improved by frame dwelling house part of tract called Bennett's Regulation, situated in Corsica Neck, Queen Anne's County, aforesaid, on public road leading from Earle's Chapel Church to public road leading from Corsica Neck to the Centreville-Queenstown public road adjoining the land of Louis Rhines and the land of William Wright, containing ONE ACRE OF LAND, more or less.

TERMS OF SALE:- One half of the purchase money in cash on day of sale, and the balance in six months from day of sale. Deferred payments to bear interest and to be secured by the note or notes of the purchaser with surety to be approved by the undersigned.

J. Elmer Anthony, Auctioneer.

H.B.W. MITCHELL,
Assignee.

THE CENTREVILLE RECORD.

Centreville, Md., August 5, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgage Sale of House and Lot in the case of H.B.W. Mitchell, Assignee, vs. Carrie Railey, Mortgagor, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 20 day of April, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

ORDER OF COURT RATIFYING SALE.
Filed Aug. 9th. 1926.

ORDERED, this 9th. day of August, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, In Equity, that the sale reported by H.B.W. Mitchell, Assignee of Mortgage, in the foregoing cause of H.B.W. Mitchell, Assignee of Mortgage, vs. Carrie Railey, Mortgagor, said cause being No. 2644 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 required by the preceding Order

Nisi. The said Assignee of Mortgage is allowed the commissions provided for in the mortgage and all expenses not personal upon producing the proper vouchers therefor before the Auditor.

Filed Aug. 9th. 1926.

Thomas J. Keating.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed Aug. 30th. 1926.

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

H. B. W. Mitchell, assignee of mortgage, { Chancery
versus { Docket,
Carrie Railey, mortgagor. { Cause No.
2644.

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 party making the mortgage sale of the above cause, with the gross amount of the sale made by him, and then thereout allowing him his commissions, per terms of mortgage and rule of court, the costs of advertising the notice of sale and order nisi thereon, per receipted account for same, the court costs of the suit, the amount paid the auctioneer for selling the real estate, per his receipt for same, costs of advertising the order nisi to be passed as to this report and account, the auditor's fee and the amount of the mortgage claim on day of sale in full.

After the above allowances there remains a balance of \$116.47 which is undistributed and awaits the future order of the Court.

Respectfully submitted,

August 30, 1926.

Madison Brown
Auditor.

The proceeds of the sale of the mortgaged real estate of Carrie Railey, mortgagor, in account with H. B. W. Mitchell, assignee of mortgage, party selling the said mortgaged property.

Cr:

1926.

April 20.

By gross amount of the sale of the mortgaged real estate per report filed:

\$500.00

Dr:

To H. B. W. Mitchell, assignee, party making the mortgage sale, for his commissions, per terms of mortgage, sum of \$35.00

To do., for costs of advertising the sale and order nisi thereon in Centreville Record, per receipted account for same, 32.00

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 H.B.W. Mitchell,	<u>10.00</u>	28.75

To do., for the amount paid J.E. Anthony, for crying the sale made, per his receipt, 5.00

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

To do., in full of the amount of his mortgage debt due on the day of sale, per statement of mortgage debt filed, to wit: 275.28

To Madison Brown, auditor, for stating this account, to wit: 4.50

To balance, being surplus mortgage sale, to remain subject to the future order of this court, to wit: sum of

116.47

\$500.00

\$500.00

By balance or surplus mortgage sale, to remain subject to the future order of this court:

\$116.47

August 30, 1926.

Madison Brown.

Auditor.

STATEMENT OF MORTGAGE DEBT.
Filed Aug. 7th. 1926.

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

vs.

Carrie Railey, Mortgagor.

In the Circuit Court for

Queen Anne's County

In Equity.

No. 2644.

STATEMENT OF MORTGAGE DEBT.

Amount of principal debt secured by mortgage from Carrie Railey to James
T. Bright, dated September 4th., 1912, and assigned to The Queen Anne's
National Bank of Centreville, and by said bank assigned to H.B.W.
Mitchell for foreclosure and collection,

\$200.00

Interest accrued and unpaid to April 20th. 1926,

62.17

Attorney's commissions for collection @ 5%,

\$262.17

13.11

\$275.28

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

I hereby certify that on this Sixth day of August, in the year nineteen
hundred and twenty six, before me, the subscriber, a Notary Public of the State of
Maryland, in and for Queen Anne's County, personally appeared Walter T. Wright, Pres-
ident of the Queen Anne's National Bank of Centreville, a body corporate, and made oath
in due form of law that the matters and things stated in the within Statement of Mortgage
Debt were true as therein stated, to the best of his knowledge and belief.

Notary
Public
Seal.

In testimony whereof I hereunto subscribe my name and Notarial
Seal affix, the day and year herein last above written.

William W. Rhodes
NOTARY PUBLIC.

NISI RATIFICATION OF AUDIT.

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

(IN THE CIRCUIT COURT

vs.

) FOR QUEEN ANNE'S COUNTY

Carrie Railey.

) IN EQUITY.

) CASE NO. 2644.

ORDERED, This 30th. day of August, 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 25th.
day of September, 1926; provided a copy of this order be published once a week in
each of two successive weeks before the 18th. day of September, 1926, in some news-
paper printed and published in Queen Anne's County.

Filed Aug. 30th. 1926.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed Jany. 18th. 1927.

NISI RATIFICATION OF AUDIT.

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

vs.

Carrie Railey.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2644.

Ordered, This 30th. day of August, 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 25th. day of September, 1926; provided a copy of this order be published once
a week in each of two successive weeks before the 18th. day of September, 1926, in
some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed Aug. 30th. 1926.

THE CENTREVILLE RECORD.

Centreville, Md., Jan. 18, 1927.

THE CENTREVILLE RECORD PUBLISHING CO°, hereby certifies that the Nisi Audit in the case of H.B.W. Mitchell, Assignee, vs. Carrie Railey, 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 17 day of Sept. in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

ORDER OF COURT RATIFYING AUDIT.

ORDERED, this 19th. day of January, 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 preceding Order Nisi and the Assignee of Mortgage is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received, except that said Assignee of Mortgage is allowed ten dollars to be paid for premium on his official Account of the Auditor, said ten dollars to be deducted from the surplus of \$116.47, amount audited to remain subject to the future order of this Court, leaving the balance or surplus to remain subject to the future Order of this Court \$106.47.

Filed January 20th. 1927.

Thomas U. Keating.

#2640 CHANCERY°

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of February, 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 of Mortgage,

vs.

Louis Addison Mason,
Goldie Mason, his wife,
Mortgagors.

In the Circuit Court

for

Queen Anne's County.

B. Hackett Turner, Clerk:-

You will docket suit as per the above titling on the Chancery side of the Court.

H. B. W. Mitchell.
ASSIGNEE OF MORTGAGE.

CERTIFIED COPY OF MORTGAGE.

#10,006. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fifth day of June, in the year nineteen hundred and twenty three, 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 three, by and between Louis Addison Mason and Goldie Mason, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Eugene L. Dudley, of same place, party of the second part.

WHEREAS, the said parties of the first part are jointly and severally indebted unto the said party of the second part in the full sum of one hundred and ten dollars, as herein set forth, to be repaid unto said party at the expiration of two years from the first day of January next, with interest thereon payable in following manner: on January first next, the interest from the date of these presents to first day of January next, is to be paid, and thereafter the interest on said sum is to be semi-annually during the remainder of the time. And whereas the said parties of the first part at the time of the loan of said sum agreed to give these presents to secure said sum and the interest thereon to accrue as aforesaid.

Now therefore this mortgage witnesseth, that in consideration of the premises and of the sum of one dollar, the said Louis Addison Mason and Goldie Mason, his wife, do hereby grant and convey unto the said Eugene L. Dudley, his heirs and assigns, all that lot or parcel of land called or known as The Christopher Coursey Lot, or the Johnson Lot, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, in Piney Neck, on the right of the public road leading from Bryantown to Queens-town-Kent Island Road, adjoining the lands of Fred Albaugh, Susan Callahan, and James Carter, and containing one half of an acre of land, more or less; being the same land granted unto the said parties of the first part by Charles J. Johnson and Mary Jane Johnson by deed bearing the same as these presents, and intended to be recorded prior to the recording of these presents, which are given to secure a part of the purchase money named in said deed loaned by said party of the second part to said parties of first part to be paid to grantor of said deed.

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 parties of the first part, or either of them, or either of their heirs, executors, administrators or assigns shall well and truly pay to the said party of the second part, his executors, administrators or assigns the aforesaid sum of one hundred and ten dollars, when and as the same shall become due and payable, and also the interest thereon to accrue and be paid as above set forth when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said parties of the first part, their heirs and assigns shall possess said property.

AND the said parties of the first part, jointly and severally covenant and for their several 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 full insurable value in some Company or Companies approved by the said party of the second part, 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 party of the second part, his executors, administrators or assigns, or Madison Brown, attorney at law, of Queen Anne's County aforesaid, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as 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 parties of the or to 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 parties of the second part, his executors, administrators or assigns, or Madison Brown, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all 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 parties of the first part, jointly and severally and for their heirs, executors, administrators and assigns, hereby covenant to pay.

In witness whereof the said parties of the first part do hereunto affix their names and seals day and year above written.

Test: J. McK. Tilghman.

Lewis A. Mason (SEAL)

Goldie Mason (SEAL)

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

I hereby certify that on this first day of June, nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Louis Addison Mason and Goldey Mason, his wife, and each did acknowledge the aforegoing mortgage to be their respective act; and at the same time also personally appeared Eugene L. Dudley, above named mortgagee, and he did make oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

J. McK. Tilghman.
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the sixth day of February, in the year nineteen hundred and twenty six, the following Assignment was filed for record, to wit:

Pursuant to an order of the Orphan's Court for Queen Anne's County, the within and aforegoing mortgage is hereby transferred and assigned to H. B. W. Mitchell for the purpose of foreclosure and collection.

Witness my hand and seal this fourteenth day of January, nineteen hundred and twenty six.

Witness: S. Katherine Fowler.

Frank S. Dudley,
Executor of Eugene L. Dudley,
late of Queen Anne's County,
deceased.

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, fol. 551, 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 February, in the year 1926.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Feb. 6th. 1926.

STATEMENT OF MORTGAGE DEBT.

Mortgage from Louis Addison Mason and Goldie Mason, his wife, to Eugene L. Dudley, dated June 1st. 1923, and recorded in Liber J. F. R. No. 10, folio 551, a land record book for Queen Anne's County.

Principal mortgage debt	\$110.00
Interest from June 1st., 1923, the date of the mortgage, to Feb. 23rd., 1926, day of sale, 2 yrs., 8 months and 23 days,	18.02
	<u>\$128.02</u>
5% Attorney's commissions to H.B.W. Mitchell, to whom said mortgage has been assigned for collection,	6.40
	<u>\$134.42</u>

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 26th. day of January, nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Balto. City, personally appeared Frank S. Dudley, Executor of Eugene L. Dudley, deceased, and made oath that the within and foregoing statement of Mortgage Debt was true as stated to the best of his knowledge and belief; that he has examined the books, papers and accounts of said Eugene L. Dudley, deceased, and has found no credits to which the above mentioned mortgage is entitled that have not been allowed.

Notary
Public
Seal.

John E. Conrad
NOTARY PUBLIC

CERTIFIED COPY OF BOND.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of February, 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, of Queen Anne's County, 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 unto the State of Maryland, 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 fifth day of February, in the year 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 Louis Addison Mason and Goldie Mason, his wife, to Eugene L. Dudley, dated the first day of June, nineteen hundred and twenty three, and recorded in Liber J.F.R. No. 10, folio 551, 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.

S. Katherine Fowler.

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 foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed February 6th. 1926.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 216, 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 6th. day of February, in the year 1926.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Feby. 23rd. 1926.

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

vs.

Louis Addison Mason,
Goldie Mason, his wife.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY. No. 2640.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of H. B. W. Mitchell, Assignee of mortgage, from Louis Addison Mason and Goldie Mason, his wife, to Eugene L. Dudley, dated the first day of June, nineteen hundred and twenty three, and recorded in Liber J. F. R. No. 10, folio 551, a land record book for Queen Anne's County, of the sale made by him of the lot or parcel of land called or known as "The Christopher Coursey Lot", or "The Johnson Lot", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, in Piney Neck, on the right of the public road leading from Bryantown to Queenstown-Kent Island Public Road, adjoining the lands of Fred Albaugh, Susan Callahan and James Carter, and containing one half of an acre 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 occurred 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 to the day of sale 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, February twenty third, nineteen hundred and twenty six, between the hours of one and two o'clock p.m., and after the advertisement of said property was offered at public auction and was sold to Frank S. Dudley, Executor of Eugene L. Dudley, deceased, he being then and there the highest bidder therefor at and for the sum of one hundred and twenty five dollars, but has not paid anything on the purchase money, but your Assignee feels satisfied that he will make satisfactory settlement.

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 23rd. day of February, 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 H.B.W. Mitchell, Assignee of Mortgage, and made oath that the matters and things stated in the within and foregoing Report of Sale were true as therein stated, to the best of his knowledge and belief, and that the sale was fairly made.

Filed Feb. 23rd. 1926.

B. Hackett Turner, Clerk.

N I S I.

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

vs.

Louis Addison Mason,
Goldie Mason, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2640.

ORDERED, This 3rd. day of June, A. D., 1926, 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 contrary thereof be shown on or before the 7th. 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 7th. day of July next.

The Report states the amount of sales to be \$125.00.

Filed June 3rd. 1926.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Sept. 1st. 1926.

ORDER NISI.

H.B.W. Mitchell, Assignee of Mortgage,
vs.
Louis Addison Mason, Goldey Mason,
his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2640.

Ordered, this 3rd. day of June, A. D., 1926, 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 contrary thereof be shown on or before 7th 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 7th. day of July, next.

The report states the amount of sales to be \$125.00.

The Queenstown News
Queenstown, Md., August 31, 1926
True copy B. Hackett Turner, Clerk.
Test; B. Hackett Turner, Clerk.
Filed June 3rd. 1926.
The Queenstown News hereby certify that the Order Nisi of H.B.W. Mitchell, Assignee of Mortgage vs. Louis Addison Mason, Goldey Mason, his wife, is a true copy of which is hereto annexed, was inserted in The Queenstown News, a weekly newspaper, printed and published at Queenstown, Queen Anne's County, Maryland, once a week for four successive weeks before the 7th day of July, in the year 1926.
The Queenstown News.
M. W. Aker

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.

PUBLIC SALE OF HOUSE AND LOT UNDER MORTGAGE.

Under and by virtue of the power of sale contained in the mortgage from Louis Addison Mason and Goldie Mason, his wife, to Eugene L. Dudley, dated June 1st., 1923, and recorded in liber J.F.R., No. 10, folio 551, a land record book for Queen Anne's County, and assigned to me for foreclosure and collection, I will sell at public sale in front of the court house door, in Centreville, Maryland, on TUESDAY, FEBRUARY 23, 1926, between the hours of 1 o'clock P.M., and 2 o'clock P.M., all that lot or parcel of land called or known as "THE CHRISTOPHER COURSEY LOT", or "THE JOHNSON LOT", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on Piney Neck, on the right of the public road leading from Bryantown to Queenstown-Kent Island Public road, adjoining the lands of Fred Aulbaugh and wife, Susan Callahan and James Carter, and containing ONE-HALF ACRE OF LAND, more or less, and being the same land granted unto Louis Addison Mason and Goldey Mason, his wife, by deed from Charles H. Johnson and Mary Jane Johnson, dated the first day of June, nineteen hundred and twenty-three, and recorded in Liber J. F. R. No. 10, folio 550, a land record book for Queen Anne's County.

TERMS OF SALE--One-half of the purchase money to be paid in cash at the time of the sale and the balance in six months from day of sale or all cash at the option of the purchaser. Deferred payments to bear interest from day of sale and to be secured by note of the purchaser, with security to be approved by the undersigned. Title papers and revenue stamps to be at the expense of the purchaser.

J. Elmer Anthony, Auctioneer.

H.B.W. MITCHELL,
Assignee of Mortgage.

We hereby certify that the annexed advertisement was inserted in THE QUEENSTOWN NEWS, a weekly newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the 23d. day of February, 1926.

For Order of Court Ratifying Sale
see folio 195, (bottom of page).

THE QUEENSTOWN NEWS.

M. W. Aker.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed March 19th. 1927.

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

H. B. W. Mitchell, assignee of mortgage,
vs.
Louis A. Mason and Goldie Mason, his
wife, mortgagors.

Cause
No.
2640.

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth as follows:

That in the within account stated by him he has charged H. B. W. Mitchell, the party making the sale of the real estate herein reported, with the amount of the gross sale made by him,

and then thereout allowed unto him his commissions on said sale in accordance with the terms of the mortgage, the court costs of this cause, the costs of advertising the sale and the order nisi thereon and of advertising the order nisi as to this account to be passed by the Court, the costs of his bond, certain taxes on the land sold and the fee of the auditor.

That the balance of the sales then remaining is not sufficient to pay the mortgage debt in full, and is distributed unto the said H. B. W. Mitchell as assignee of the mortgage. A statement of the indebtedness showing the credit received under this sale is appended below the account.

Respectfully submitted,

Madison Brown,

March 7, 1927.

Auditor.

The proceeds of the mortgaged real estate of Louis Addison Mason and Goldie Mason, his wife, mortgagors, in account with H. B. W. Mitchell, assignee of mortgage, the party making the sale mentioned in this cause.

1926.	Cr:		
Feb.			
23.	By gross proceeds of the same made and reported, per report of sale filed:		\$125.00
	Dr:		
	To H.B.W. Mitchell, party making the sale, for his commissions, per terms of mortgage:	\$8.75	
	To do., for court costs per clerk's bill: Costs of B.H. Turner, clerk: \$18.75 Appear. fee of H.B.W. Mitchell 10.00	28.75	
	To do., for the costs of advertising sale and order nisi thereon in Queenstown News, per account for same, to wit:	18.50	
	To do., for costs of advertising order nisi to be passed as to this audit:	3.00	
	To do., for amount paid J. E. Anthony for auctioneering sale, per receipt for same:	5.00	
	To do., for the costs of his bond due to the corporate surety thereon, per bill:	10.00	
	To do., for state and county taxes for year 1925 on mortgaged property paid by him, per account, receipted appears, to wit:	3.35	
	To Madison Brown, auditor, for stating this account, to wit:	4.50	
	To H.B.W. Mitchell, assignee of mortgage mentioned, in part of his mortgage claim:	43.15	
		<u>\$125.00</u>	<u>\$125.00</u>

Statement of Mortgage debt:

Louis Addison Mason and Goldie Mason to H.B.W. Mitchell, assignee, of Mortgage.	Dr:	
To amount of the mortgage claim due on Feb. 23, 1926, day of sale, per statement filed:		\$134.42
By amount applicable thereto from proceeds of sale of this cause, per above audit:		<u>43.15</u>
Balance due with interest from February 23, 1926,		\$91.27

March 7, 1927.

Madison Brown, auditor.

NISI RATIFICATION OF AUDIT.

H. B. W. Mitchell, assignee,

IN THE CIRCUIT COURT

vs.

FOR QUEEN ANNE'S COUNTY

Louis Addison Mason, et al.

IN EQUITY.

CASE NO. 2640.

ORDERED, This 19th. day of March, 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 21st. day of April, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of April, 1927, in some newspaper printed and published in Queen Anne's County.

Filed March 19th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed May 27th. 1927.

NISI RATIFICATION OF AUDIT.

H. B. W. Mitchell,

Assignee,

vs.

Louis Addison Mason, et al.,

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2640.

Ordered, This 19th day of March, 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 21st day of April, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of April, 1927, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy--Test:

B. HACKETT TURNER, Clerk.

Filed March 19th. 1927.

ORDER OF COURT RATIFYING AUDIT.
Filed May 27th. 1927.

ORDERED, this 27th day of May, 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 is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the preceding order of ratification nisi; and the Assignee is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Filed May 27th. 1927.

Thomas J. Keating.

ORDER OF COURT RATIFYING SALE.
Filed Sept. 2nd. 1926.

FINAL ORDER.

ORDERED, this 2nd. day of September, 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 foregoing Report of Sale, in the Cause entitled "H. B. W. Mitchell, Assignee of Mortgage, vs. Louis Addison Mason and Goldie Mason, his wife, Mortgagors", being No. 2640 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 therefor before the Auditor.

Filed Sept. 2nd. 1926.

Thomas J. Keating.

#2717 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of August, in the year nineteen hundred twenty seven, the following Order to Docket Suit was filed for record, to wit:-

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

vs.

John L. Boardly
and
Anna Lena Boardly, his wife,

In the Circuit Court

for

Queen Anne's County,

In Equity.

B. HackettTurner, Clerk:

You will docket suit as per the above titling, file certified copy of mortgage from John L. Boardly and Anna Lena Boardly, his wife, to Harvey J. Ivins, dated September 14th. 1920, and recorded in Liber J. F. R. No. 5, folio 325, a land record book for Queen Anne's County, and duly assign to John O. Ivins; and the accompanying bond.

H. B. W. Mitchell
ATTORNEY.

CERTIFIED COPY OF MORTGAGE.

#8055. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of September, in the year nineteen hundred and twenty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this fourteenth day of September, in the year nineteen hundred and twenty, by John L. Boardley and Anna Lena Boardley, his wife, of the City of Philadelphia, in the State of Pennsylvania, but being temporarily in Queen Anne's County, State of Maryland, for the purpose of executing this mortgage.

WHEREAS, said John L. Boardley is indebted unto Harvey J. Ivins, of Queen Anne's County, Maryland, in the full and just sum of two thousand dollars, being for the unpaid purchase money for the tract, tracts or parcel of land hereinafter described and mortgaged, being the land conveyed by deed of even date herewith unto said John L. Boardley by Harvey J. Ivins & Irene L. Ivins, his wife, and to be re-recorded immediately preceding these presents among the land record books for Queen Anne's County. Which said sum of two thousand dollars is to become due and payable, and is to be paid at the expiration of three years from this date, and interest on said sum of two thousand dollars, from this date, is to be paid semi-annually at the rate of six per centum per annum, in the meantime.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that for and in consideration of the premises and the sum of one dollar, and payment being hereby acknowledged, the said John L. Boardley and Anna Lena Boardley, his wife, do hereby grant and convey unto Harvey J. Ivins, all that tract or those tracts, parts of tracts or parcels of land situate, lying and being in the sixth election district of Queen Anne's County aforesaid and described separately in two parcels of land, as follows:

First: All that tract or lot of land near the village of Starr, beginning at the end of the first line of the Butterworth land (now owned by Alger Neighbors) and running thence south eighty eight degrees west, twenty perches, thence south forty three and one half degrees west, forty nine and three quarter perches, thence south five and one half degrees east, one hundred and eighteen perches, thence south, thirty and one half degrees east, six tenths of a perch, thence south two and three quarters degrees east, twenty seven perches to a stone "B.H.", thence south fifty three and one quarter degrees east, sixty two perches to the third corner of said Butterworth land, thence with said land two hundred and eighteen perches to said beginning, expressly reserving and excepting from this mortgage, and the operation thereof, all that part of the land included in the above metes and bounds, courses and distances which lies on the south side of the public road leading from Starr or Halls Cross Roads to Ruthsburg, estimated to be seven acres of land, more or less, the intention of the parties to this mortgage being to hereby mortgage all that part of the land included in the above metes and bounds, courses and distances which lies on the north side of the said public road leading from Starr or Halls Cross Roads to Ruthsburg, and which is estimated to contain fifty three acres of land, more or less.

Second: All that tract or parcel of land adjoining the land formerly owned by James MacDonald and the land of others, and being a part of a tract of land called "Dancy Resurveyed", and "Margaretholm", beginning at the end of eighty three perches and one tenth of a perch in a line drawn north eighty eight degrees west, from a stone, the beginning of that part of the whole tract which was formerly owned by Hopper E. Nicholson, and running thence north, eighty seven and one half degrees west, sixty four perches and one fifth of a perch, thence south two degrees west, fifty perches and six tenths of a perch, thence south eighty seven degrees east, sixty two and one half perches, thence north, four degrees east, fifty perches and six tenths of a perch to the aforesaid place of beginning, containing twenty acres of land, more or less. The above two parcels or lots of land having been reduced into and cultivated as one farm and tract of land of seventy three acres, more or less, and being the same and all the land as that conveyed unto said John L. Boardley by said Harvey J. Ivins, and his wife, Irene L. Ivins, by deed

of even date herewith and to be recorded among the land records of Queen Anne's County immediately preceding these presents, to which said deed and the references therein reference is hereby specially made for a more full and particular description of said 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 John L. Boardley, his heirs, executors, administrators or assigns, shall well and truly pay to the said Harvey J. Ivins, his executors, administrators or assigns, the aforesaid sum of two thousand dollars at the expiration of three years from this date and shall in the meantime pay interest on said sum of two thousand dollars to said Ivins, his personal representatives or assigns, from this date, semi-annually at the rate of six per centum 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 John L. Boardley, 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 at least the insurable value thereof in some Company or Companies approved by the said Harvey J. Ivins, 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 Harvey J. Ivins, 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 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 John L. Boardley, 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 Harvey J. Ivins, 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 John L. Boardley, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness our hands and seals.

Witness: E. M. Forman.

John L. Boardley (SEAL)

Anna Lena Boardley (SEAL)

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

I hereby certify that on this fourteenth day of September, in the year nineteen hundred and twenty, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared John L. Boardley and Anna Lena Boardley, his wife, and did each acknowledge the within and foregoing mortgage to be their respective act, and deed, and at the same time also personally appeared Harvey J. Ivins, and made oath that the consideration stated in the within and foregoing 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 12th day of November, in the year 1920, the following Assignment was brought to be recorded, to wit:

For value received, I hereby assign the within and foregoing mortgage to John O. Ivins.

As witness my hand and seal this 8th. day of November, 1920.

Test: H. Warfield Hambleton.

Harvey J. Ivins (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. #5, folio 325 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 Aug. nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the sixth day of August, in the year nineteen hundred and twenty seven, 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, 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 unto the State of Maryland, in the full and just sum of seventeen 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 sixth day of August, in the year nineteen hundred and twenty seven.

WHEREAS, default has occurred in the terms, conditions, covenants and provisions of a certain mortgage given by John L. Boardly and Anna Lena Boardly, his wife, to Harvey J. Ivins; dated the 14th. day of September, in the year 1920, and recorded in Liber J.F.R. No. 5, folio 325, a land record book for Queen Anne's County, and duly assigned to John O. Ivins, made to secure the payment of a certain sum of money therein named as secured, by reason of the non-payment of the said sum of money at the time named in said mortgage for the payment of the same; and

WHEREAS the above named H.B.W. Mitchell, who is named as an attorney in said mortgage with power to sell the mortgaged property or property conveyed by said mortgage as security for said debt, in case of such default, is about to make sale of said mortgaged property under the power and authority by said mortgage conferred upon him as aforesaid because of the default mentioned.

Now the condition of the above obligation is such, that if the above bounden H.B.W. Mitchell shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation is 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:

Verna Mears.

Seal's
Place.

H.B.W. Mitchell (SEAL)
Maryland Casualty Company.
Chas. E. Tucker,
Attorney in fact.
Countersigned:
H.B.W. Mitchell.
Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Aug. 6th. 1927.

B. Hackett Turner, Clerk.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 318, 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 6th. day of August, in the year 1927.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Aug. 9th. 1927.

STATEMENT OF MORTGAGE DEBT.

Amount of balance of principal secured by mortgage from John L. Boardly and Annie Lena Bordley, his wife, to Harvey J. Ivins, dated Sept. 14th. 1920, recorded in Liber J. F. R. No. 5, folio 325, and assigned to John O. Ivins,

\$1500.00

Interest from March 14th. 1927, 4 mos. and 26 days,

36.50

\$1536.50

Attys. commissions @ 5%

76.83

\$1613.33

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

I hereby certify that on this 9th. day of August, 1927, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared John O. Ivins and made oath that the within and foregoing statement of mortgage debt is true as therein stated.

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

REPORT OF SALE.
Filed Aug. 9th. 1927.

H.B.W. MITCHELL, ATTORNEY
NAMED IN MORTGAGE,

VS.

JOHN L. BOARDLY AND
ANNIE LENA BOARDLY, HIS WIFE,
MORTGAGORS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY. NO. 2717.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of H. B. W. Mitchell, the Attorney named in the mortgage from John L. Boardly and Annie Lena Boardly, his wife, to Harvey J. Ivins, dated the fourteenth day of September nineteen hundred and twenty, and recorded in Liber J. F. R. No. 5, folios 325, etc., a land record book for Queen Anne's County, and assigned unto John O. Ivins, of the sale made by him of the tract of land described in said mortgage, consisting of all that farm and tract of land in the Sixth Election District of Queen Anne's County, Maryland, on the north side of the public road leading from Starr or Hall's Cross Roads to Ruthsburg, adjoining the land of Alga Neighbors, the land formerly owned by James McDonald and the land of others, containing seventy three acres of land, more or less. A part of this land being a part of a tract of land called "Dancy Resurveyed", and "Margaret-holm", and being the same land that was conveyed unto John L. Boardly by Harvey J. Ivins and wife by deed dated September 14th. 1920, and recorded in Liber J. F. R. No. 5, folio 324, a land record book for Queen Anne's County, improved by a small frame dwelling house and stable, 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 occurred in the terms and conditions of said mortgage by non payment of the debt thereby intended to be secured, 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, for more than twenty days previous to the day of sale 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 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, August 9th., 1927, between the hours of one thirty 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 John O. Ivins, he being then and there the highest bidder therefor at and for the sum of fifteen hundred dollars. The purchaser has not complied with the terms of sale but your attorney feels satisfied that he will do so.

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 9th. day of August, 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 H. B. W. Mitchell, Attorney named in the Mortgage, and made oath that the matters and things stated in the foregoing Report of Sale were true as therein stated, to the best of his knowledge and belief, and that the sale was fairly made.

Filed August 9th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed Aug. 9th. 1927.

PUBLIC SALE OF FARM UNDER MORTGAGE.

Under and by virtue of the power of sale contained in the mortgage from John L. Boardly and Anna Lena Boardly, his wife, to Harvey J. Ivins, dated the fourteenth day of September, nineteen hundred and twenty, and recorded in Liber J. F. R. No. 5, folios 325, etc., a land record book for Queen Anne's County, and assigned unto John O. Ivins, default having occurred in said mortgage, the undersigned, the attorney named in mortgage to make sale of the land and premises in said mortgage described in case of default, will sell at public auction in front of the Court House door in Centreville, Maryland, TUESDAY, AUGUST 9th., 1927, between the hours of 1.30 o'clock p.m. and 2.00 o'clock p.m.,

ALL THAT FARM and tract of land in the 6th Election District of Queen Anne's County, Maryland, on the North side of the public road leading from Starr or Hall's Cross Roads to Ruthsburg, adjoining the land of Alga Neighbors, the land formerly owned by James McDonald and the land of others, containing SEVENTY THREE ACRES of land, more or less. A part of this land being a part of a tract of land called "Dancy Resurveyed", and "Margaretholm", and being the same land that was conveyed unto John L. Boardly by Harvey J. Ivins and wife by deed dated September 14th. 1920, and recorded in Liber J.F.R. No. 5, folio 324, a land record book for Queen Anne's County.

The improvements consist of a SMALL FRAME DWELLING HOUSE and stable.

TERMS OF SALE--One-half of the purchase money will be required in cash at the time of the sale and the balance in six months from day of sale, with interest from day of sale or all cash at the option of the purchaser.

H.B.W. MITCHELL,
Attorney named in Mortgage.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., August 9, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Public sale of farm under mortgage in the case of Boardly, vs. Ivins, a true copy of which is hereby 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 9th. day of Aug., in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

N I S I.

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

vs.

John L. Boardley and
Anna Lena Boardley, his wife.

{ IN THE CIRCUIT COURT
{ FOR QUEEN ANNE'S COUNTY
{ IN EQUITY.
{ CHANCERY NO. 2717.

ORDERED, This 9th. day of August, A. D., 1927, 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 13th. day of October, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th. day of September next.

The Report states the amount of sales to be \$1500.00.

Filed August 9th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT ORDER NISI.
Filed Oct. 17th. 1927.

ORDER NISI.

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

vs.

John L. Boardley and Anna Boardley,
his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2717.

Ordered, This 9th. day of August, A. D., 1927, 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 13th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th day of September next.

The Report states the amount of sales to be \$1500.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed August 9, 1927.

THE CENTREVILLE RECORD.

Centreville, Md., Oct. 17, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of H. B. W. Mitchell, atty. named in Mtg. vs. John E. Boardley & Anna Boardley, his wife, Chancery #2717, 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 13 day of September, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

FINAL ORDER.

ORDERED, this fifth day of November, nineteen hundred and twenty seven, 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 foregoing report of the sale thereof in the case of H. B. W. Mitchell, Attorney named in mortgage, vs. John L. Boardly and Annie Lena Boardly, his wife, mortgagors, being No. 2717 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.

Filed November 5th. 1927.

Thomas J. Keating.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed Jany. 25th. 1928.

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

H. B. W. Mitchell,
attorney named in mortgage,
plaintiff,

versus

John L. Boardley, et al.,
mortgagors, defendants.

Chancery Cause No. 2717.

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 person making the sale herein reported, with the amount of the gross sale made by him, and then by allowing him thereout his commissions on the sale made, for making the sale, per terms of the mortgage, the court costs of the cause, costs of advertising the notice

of sale the several orders nisi of the cause and the fee of the auctioneer for crying the sale and the costs of bond herein filed, in accordance with his vouchers produced to the auditor, the fee of the auditor.

The balance of the gross sale then remaining is not sufficient to pay the mortgage debt in full according to the statement of the debt filed in this cause, and is in the within account distributed unto John O. Ivins, the assignee of the mortgage, in part of his mortgage claim.

A statement of the indebtedness under the mortgage is appended at bottom of the account and shows the amount due to the said assignee after the application to his claim of the said balance.

Which is respectfully submitted,

January 24, 1928.

Madison Brown, auditor.

Cause 2717.

The proceeds of the sale of the mortgaged real estate of John L. Boardley, mortgagor, made under the mortgage mentioned in said cause, in account with H. B. W. Mitchell, the person making the sale.

1927.
August

Cr:

9: By amount of the gross sale made, per report of sale filed, to wit: the sum of \$1500.00

Dr:

To H. B. W. Mitchell, attorney named in the mortgage, person making the sale, for his commissions for making the sale, per terms of the mortgage, the sum of: \$97.50

To do., for the costs of his bond filed in this cause with corporate surety thereon, paid said surety, per receipt exhibited, to wit: 10.00

To do., for the costs of advertising in the Centreville Observer notice of the sale, per account for same receipted, exhibited, to wit: 18.00

To do., for costs of advertising in the Centreville Record, the order nisi passed in relation to the sale, per receipted account for same, to wit: the sum of 5.00

To do., for the amount paid J.E. Anthony for crying the sale made per his receipt for same exhibited, the sum of 5.00

To do., for the court costs of this cause per bill of costs of clerk, as follows:
the costs of B.H. Turner, clerk, paid \$18.75
the appearance fee of plaintiff's atty., 10.00 28.75

To do., for the costs of advertising the order nisi to be passed as to this account or audit, the sum of 5.00

To Madison Brown, auditor, for stating this account, the sum of 4.50

To John O. Ivins, assignee of said mortgage, in part payment of his mortgage claim, this balance, to wit: the sum of 1326.25

\$1500.00 \$1500.00

Statement of Mortgage Debt.

John L. Boardley, mortgagor, to John O. Ivins, assignee,
To amount of the mortgage debt due on the day of sale,
Cr: by amount of balance, or net sale, from above,

Dr:
\$1613.33
1326.25

To balance with interest thereon from August 9, 1927, sum of \$ 287.08

January 24, 1928.

Madison Brown, auditor.

Filed Jan. 25th. 1928.

NISI RATIFICATION OF AUDIT.

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

vs.

John L. Boardley and
Anna Lena Boardley.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2717 Chy.

ORDERED, This 25th. day of January, 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 23rd day of February, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 15th. day of February 1928, in some newspaper printed and published in Queen Anne's County.

Filed January 25th. 1928.

B. Hackett Turner, Clerk.

CHANCERY NO. 2706.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 2nd. day of June, in the year nineteen hundred and twenty seven, the following Order to docket suit was filed for record, to wit:-

Thomas J. Keating, Jr.,
Assignee,

vs.

Noah Clough and
Jennie Clough, his wife,
Mortgagors.

In the Circuit Court for

Queen Annes County,

In Equity.

Chancery #

To B. Hackett Turner, Clerk:

You will docket suit as per the above titling on your Chancery Docket and file in said cause a certified copy of the mortgage from Noah Clough and Jennie Clough, his wife, to Thomas J. Keating, Trustee for Mary E. Earle, and the assignments thereof which are recorded in Liber W. F. W. No. 9, folio 393, etc., a land record book for Queen Anne's County.

Thos. J. Keating, Jr.
Assignee.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.

#5600. QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the nineteenth day of October in the year nineteen hundred and sixteen, the following MORTGAGE was brought to be recorded, to wit:

T H I S M O R T G A G E, made this seventeenth day of October, in the year nineteen hundred and sixteen, by Noah Clough and Jennie A. Clough, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Noah Clough is justly indebted unto Thomas J. Keating, of said County and State, Trustee for Mary E. Earle, in the full sum of Fifteen Hundred and Twenty Five Dollars (\$1525.00), for money loaned; and whereas at the time of the making of the said loan, it was agreed as a condition precedent to the making thereof, that said principal sum of Fifteen Hundred and Twenty Five Dollars (\$1525.00), should be repaid by said Noah Clough, his executors, administrators, heirs or assigns unto the said Thomas J. Keating, Trustee as aforesaid, his successors and assigns, at the expiration of three years from the date hereof, with the interest thereon payable semi-annually in the meantime from the date hereof, and the payment of said principal debt and interest secured by the execution of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of one dollar, the receipt of which is hereby acknowledged, we, the said Noah Clough and Jennie A. Clough, his wife, do hereby grant and convey unto the said Thomas J. Keating, Trustee for Mary E. Earle, his successors and assigns, in fee simple, the following real estate, to wit:

ALL that lot or lots or parcels of land situate, lying and being in or near the town of Church Hill in the Second Election District of Queen Anne's County, Maryland, on the right side of the public road or street known as Walnut Street, leading out of said town in the direction of Ingleside, adjoining the Whaley property and the Hurlock property, extending from Walnut Street in the front to Agnus Street in the rear, being the same and all the lot or lots of land described in the deed to the said Noah Clough from William G. Coppage and wife, dated December 6, 1915, and recorded in Liber W.F.W. #8, fol. 255, &c., a land record book for Queen Annes County aforesaid, to which said deed, reference is hereby specially made.

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 Noah Clough, his heirs, executors, administrators or assigns, shall well and truly pay to the said Thomas J. Keating, Trustee as aforesaid, his executors, administrators or assigns, the aforesaid sum of Fifteen Hundred and Twenty Five Dollars (\$1525.00) and all interest thereon, when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises, the said Noah Clough, his heirs and assigns, shall possess said property.

AND THE SAID Noah Clough, 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 attorneys commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured the improvements on said premises to the amount of at least the insurable value thereof in some Company or Companies approved

by the said Thomas J. Keating, Trustee, 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 Thomas J. Keating, Trustee, his successors, executors, administrators or assigns, or THOMAS J. KEATING, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party selling may deem expedient, for cash or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest 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 Noah Clough, or whoever may be entitled to the same.

AND, it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Thomas J. Keating, Trustee, his executors, administrators, successors or assigns, or THOMAS J. KEATING, their said Attorney, shall not be required to receive and accept the tender 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 Noah Clough, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hands and seals of the grantors the day and year first written above.

Test: J. McK. Tilghman.

NOAH CLOUGH (SEAL)

MRS. JENNIE CLOUGH (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this seventeenth day of October, in the year nineteen hundred and sixteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Noah Clough and Jennie A. Clough, his wife, the grantors above named, and acknowledged the foregoing mortgage to be their respective act and deed.

J. MCK. TILGHMAN.

Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this nineteenth day of October, in the year nineteen hundred and sixteen, 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, Trustee for Mary E. Earle, the mortgagee above named, and made oath in due form of law that the consideration stated in the foregoing 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 1st. day of April, in the year 1927, the following Assignments were brought to be recorded, to wit:

In pursuance of an order of the Circuit Court for Queen Anne's County, in Equity, passed the 30th. day of April, in the year 1923, in the cause therein entitled "In the Matter of the Lunacy of Mary E. Earle", the within and foregoing mortgage is hereby transferred and assigned to Richard T. Earle, Trustee for Mary E. Earle, in said cause.

Witness my hand and seal this 18th. day of May, in the year 1923.

Test: B. Hackett Turner.

Thos. J. Keating (SEAL)
Trustee Mary E. Earle.

I HEREBY ASSIGN the within and foregoing Mortgage to James T. Earle, for the purpose of foreclosure and collection.

WITNESS my hand and seal this 29th. day of March, 1927.

Attest: Vivian Selter.

Richard T. Earle
Trustee for Mary E. Earle.

Queen Anne's County, to wit: Be it remembered that on thirteenth day of April, in the year Nineteen Hundred and twenty seven, the following Assignment was brought to be recorded, to wit:

For value I hereby assign the within and foregoing mortgage unto Harriet E. Clough.

Witness my hand and seal this 13th. day of April, 1927.

Test: Thos. J. Keating, Jr.

James T. Earle, (SEAL)
Assignee.

Queen Anne's County, to wit: Be it remembered that on the 21st. day of April, in the year nineteen hundred and twenty seven, the following Assignment was brought to be recorded, to wit:

I hereby assign the within and foregoing mortgage to the Centreville National Bank of Maryland, a body corporate, as collateral security for my note to said bank dated April 12th. 1927, in the amount of Fifteen Hundred and Twenty-five dollars and payable six months after date at said Bank.

In testimony whereof I hereunto set my hand and seal this 18th. day of April, in the year nineteen hundred and twenty-seven.

Test: James K. Phillips.

Harriet Clough (SEAL)

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the second day of June, in the year Nineteen Hundred and twenty-seven, the following Assignment was brought to be recorded, to wit:

The Centreville National Bank of Maryland, a body corporate, hereby transfers and assigns the within and foregoing Mortgage unto Thomas J. Keating, Jr., for the purpose of foreclosure and collection.

As witness the hand of the said corporation by Madison B. Bordley, its duly elected Vice President and attested by J. F. Rolph, its Cashier, and its corporate seal affixed this 2nd. day of June, in the year Nineteen Hundred and twenty seven.

J. F. Rolph, Cashier.

Corporate
Seal's
Place.

Madison B. Bordley,
Vice-President.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber W. F. W. #9, folio 393, etc., a Land Record Book for Queen Anne's County.

Seal'
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 June, in the year nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the twenty fourth day of June, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as principal, and the Fidelity and Deposit Company of Maryland, a body corporate, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars (\$3000.00), to be paid to the State of Maryland, or its certain attorney, to the payment thereof 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 second day of June, in the year nineteen hundred and twenty seven.

WHEREAS, the above bounden Thomas J. Keating, Jr., by virtue of the power of sale contained in a mortgage from Noah Clough and Jennie Clough, his wife, to Thomas J. Keating, trustee of Mary E. Earle, dated October seventeenth, nineteen hundred and sixteen, and recorded in Liber W.F.W. No. 9, folio 393, etc., a land record book for Queen Anne's County, is about to make sale of the mortgaged premises, he, Thomas J. Keating, Jr. being Assignee for collection of the mortgage debt.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden, Thomas J. Keating, Jr., Assignee, shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, then this obligation shall be void; otherwise to remain in full force and virtue in law.

Test: C. Albert Ringgold.

C. Albert Ringgold.

Seal's
Place.

Thos. J. Keating, Jr. (SEAL)
Fidelity and Deposit Company
of Maryland.
By J. F. Rolph,
Atty. in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed June 24th. 1927.

B. Hackett Turner, Clerk.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 312, 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 June, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.

Filed Sept. 1st. 1927.

Thomas J. Keating, Jr.,
Assignee for collection.

vs.

Noah Clough and Jennie
Clough, his wife,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Chancery 2.

Report of Sale.

To the Honorable, the Judges of said Court:-

The report of sale of Thomas J. Keating, Jr., Assignee for collection respectfully shows unto your honors:

That after default had occurred in the covenants contained in the mortgage from Noah Clough and Jennie Clough, his wife, to Thomas J. Keating, Trustee for Mary E. Earle, dated October 17th. 1916, and recorded in Liber W. F. W. no. 9, folio 393, etc., a land record book for Queen Anne's County, and by mesne assignments assigned unto Thomas J. Keating, Jr., for foreclosure and collection, the said Thomas J. Keating, Jr., your Assignee, by virtue of the power of sale contained in the aforesaid mortgage, after suit had been docketed in this Honorable Court for foreclosure of the mortgage, and after filing in this cause a bond with surety duly approved by the Clerk of this Court in the penalty of three thousand dollars, (\$3,000.00), conditioned as provided by law, and after due advertisement of sale in accordance with the terms of the mortgage as per the annexed

certificate, your Assignee, Thomas J. Keating, Jr., did attend on the mortgaged premises in the town of Church Hill, Queen Anne's County, between the hours of two and three o'clock P.M. on Saturday, June 25th., 1927, and did then and there proceed to make sale of the mortgaged property upon the terms and conditioned mentioned in the advertisement of sale and the announcement at the time of sale that all taxes for the year nineteen hundred and twenty seven would be paid by the purchaser, and did then and there sell said property unto Harriet E. Clough, who was then and there the highest bidder therefor for the sum of two thousand, three hundred dollars, (\$2,300.00), which your Assignee believes to be a fair price for the property.

The purchaser, however, has not complied with the terms of sale and a private purchaser has been found for the property as will be seen by the petition accompanying this report asking for the substitution of purchaser in the place and stead of said Harriet E. Clough.

Respectfully submitted,

Thos. J. Keating, Jr.
Assignee.

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

This is to certify that on this first day of September, in the year nineteen hundred and twenty seven, before the subscriber, Clerk of the Circuit Court in and for the County aforesaid, personally appeared the above named Thomas J. Keating, Jr., Assignee, 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 SALE.

MORTGAGE SALE OF VALUABLE TOWN PROPERTY,

Under and by virtue of the power of sale contained in the mortgage from Noah Clough and Jennie Clough, his wife, to Thomas J. Keating, Trustee for Mary E. Earle, dated October seventeenth, nineteen hundred and sixteen, and by mesne assignments, to Thomas J. Keating, Jr., assigned for collection, said mortgage and the assignments thereof being of record in Liber W. F. W. No. 9, folio 393, etc., a land record book for Queen Anne's County, the undersigned Assignee for collection will offer at public sale to the highest bidder, on the premises in the town of Church Hill, Queen Anne's County aforesaid, on SATURDAY, JUNE 25, '27, between the hours of two and three o'clock p.m. the property described in and conveyed by said mortgage, consisting of:

All that lot, lots or parcel of land situate in or near the town of Church Hill in the Second Election District of Queen Anne's County, State of Maryland, on the right of the public road or street known as Walnut street, leading from Church Hill to Ingleside, adjoining the Whaley property and the Hurlock property being the residence property of the late Noah Clough during his lifetime. The improvements thereon consist of a modern, comfortable and convenient FRAME DWELLING HOUSE in good repair, stable with accommodations for an automobile, chickenhouse and wood house and there is a nice garden and alfalfa patch on the property.

TERMS OF SALE--One-half 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 person making sale, or all cash at the option of the purchaser. Title papers at the expense of the purchaser.

THOMAS J. KEATING, JR.,
Assignee for Collection.
J. W. Anderson,
Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., August 26, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgage Sale in the case of Thomas J. Keating, Jr., Assignee, vs. Noah Clough, 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 25th. day of June, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

N I S I.

Thomas J. Keating, Jr.,
Assignee,

vs.

Noah Clough and
Jennie Clough, his wife.IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2706.

ORDERED, This 1st. day of September, A. D., 1927, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th. 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 4th. day of October next.

The Report states the amount of sales to be \$2300.00.

Filed September 1st. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.THOMAS J. KEATING, JR.,
ASSIGNEE,

vs.

NOAH CLOUGH AND JENNIE CLOUGH,
HIS WIFE,

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2706.

Ordered, This 1st day of September, A. D., 1927, that the sale of real estate made and reported in this cause by Thomas J. Keating, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof, be shown on or before the 4th. 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 4th. day of October next.

The Report states the amount of sales to be \$2300.00.

B. HACKETT TURNER, Clerk.

True Copy--Test:

B. HACKETT TURNER, Clerk.

Filed September 1st., 1927.

THE CENTREVILLE OBSERVER.

CENTREVILLE, MD., NOVEMBER 17, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Thomas J. Keating, Jr., Assignee, vs. Noah Clough, Jennie Clough, 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 fourth day of October, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

PETITION TO SUBSTITUTE PURCHASER.
Filed Sept. 1st. 1927.Thomas J. Keating, Jr.,
Assignee for Collection,

vs.

Noah Clough and Jennie Clough,
his wife, Mortgagees.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Chancery 2706.

To the Honorable, the Judges of said Court:-

The Petition of Mary Eleanor Dudley, infant, by Clara Elizabeth Dudley, her duly appointed guardian, as will appear by reference to the annexed certificate of Guardianship respectfully sets forth:

That as will appear by reference to the report of sale filed in the above entitled cause on the First day of September, nineteen twenty seven, Harriet Elizabeth Clough became the purchaser of the property described in the said report of sale at the sale mentioned in said report at and for the sum of twenty three hundred dollars, (\$2,300.00),

That, as will appear by reference to the aforesaid report of sale, said Harriet Elizabeth Clough had not complied with the terms of sale, and up to the date of the filing of this petition has still not complied therewith.

That your petitioner has agreed by and with the said Harriet Elizabeth Clough, purchaser, and with Thomas J. Keating, Jr., Assignee for collection, the party making the sale so reported unto this Court, that your petitioner shall be substituted in the proceedings in this cause as purchaser of the property described in said report of sale in the place and stead of the said Harriet Elizabeth Clough, and with the further understanding that your petitioner shall pay unto Thomas J. Keating, Jr., Assignee for collection, the sum of twenty five hundred dollars, (\$2,500.00), which is slightly in advanced of the purchased price named for said property in the aforesaid report of sale.

That your petitioner is willing to become the purchaser of said property in the proceedings of this cause in the place and stead of Harriet Elizabeth Clough and to comply with the terms of sale of said property in the place and stead of the said Harriet Elizabeth Clough and is financially able to pay the said purchase money.

Your petitioner therefore prays your Honors to pass an order substituting her in the proceedings of this cause as the purchaser of the property described in the aforesaid report of sale in the place and stead of the said Harriet E. Clough, and authorizing, empowering and directing the said Thomas J. Keating, Jr., Assignee, and vendor of said property, upon the full payment of said purchased money by your petitioner unto him, to grant and convey by good and sufficient deed, to be acknowledged agreeable to law, unto your petitioner, her heirs and assigns, the property sold as aforesaid unto the said Harriet E. Clough, in the same manner and as fully and effectually as if your petitioner had been the original purchaser of said property instead of the said Harriet E. Clough.

Respectfully submitted,

Clara Elizabeth Dudley
Guardian of Mary Eleanor Dudley.

To the Honorable, the Judges of said Court:-

I, Harriet E. Clough, the undersigned, having read the foregoing petition, due admit that the matters and things therein set forth are true, and I do hereby agree that this Honorable Court shall pass an order substituting the said Mary Eleanor Dudley as the purchaser of the property mentioned in the foregoing petition in my place and stead, and otherwise granting the prayer of said petition.

Respectfully submitted,

Harriet E. Clough.

To the Honorable, the Judges of said Court:-

I, Thomas J. Keating, Jr., Assignee of the mortgage described in the above entitled cause, and vendor of the real estate sold under said mortgage unto Harriet E. Clough, purchaser named in the report of sale filed in said cause, do hereby consent that Mary Eleanor Dudley, the petitioner filing the above petition, shall be substituted as the purchaser of said real estate in the place and stead of the said Harriet E. Clough and that the court shall pass an order granting the prayer of said petition.

Respectfully submitted,

Filed September 1st. 1927.

Thos. J. Keating, Jr.
Assignee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, William T. Bishop, Register of Wills in and for Queen Anne's County, State of Maryland, and by law keeper of the Seal and of the Records, and of the original papers of the Orphans' Court for Queen Anne's County; DO HEREBY CERTIFY, that it appears from the records in said Court that on the Twenty-sixth day of July, A. D., nineteen hundred and twenty-seven, that Clara Elizabeth Dudley, was appointed Guardian of Mary Eleanor Dudley, Samuel Charles Dudley, Norman Spear Dudley, Junior, Clara Elizabeth Dudley, Junior, Phillip Lee Dudley, infant children of Clara Elizabeth Dudley, after she had entered into bond with approved security for the due performance thereof, according to law, and after she had taken the oath by law required of her.

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

for Queen Anne's County, this thirty-first day of August, nineteen hundred and twenty-seven.

Seal's
Place.

William T. Bishop
Register of Wills for Queen Anne's
County.

P E T I T I O N.
Filed Sept. 15th. 1927.

Thomas J. Keating, Jr.,
Assignee,

vs.

Noah Clough and
Jennie Clough, his wife,
Mortgagors.

In the Circuit Court

for

Queen Anne's County.

Chancery No. 2706.

To the Honorable, the Judges of said Court:-

The Petition of Mary Eleanor Dudley, infant, by Clara Elizabeth Dudley, her duly appointed guardian, respectfully shows:

That as will appear by reference to the proceedings in the above entitled cause, your petitioner filed in said cause on the first day of September, nineteen twenty seven, a petition asking to be substituted as purchaser of the property sold in this cause.

That it is now unnecessary to have an order passed on the aforesaid petition and that your petitioner wishes to withdraw said petition.

Your petitioner therefore prays your Honors to pass an order allowing her to withdraw the aforesaid petition which was filed by her in this cause on September first, nineteen hundred and twenty seven.

Respectfully submitted,

Clara Elizabeth Dudley
Guardian of Mary Eleanor Dudley.

ORDER OF COURT.
Filed Sept. 15th. 1927.

Ordered, this 5th. day of December, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, in Equity, that the aforesaid petition of Mary Eleanor Dudley be granted and that the petition of said Mary Eleanor Dudley which was filed in this cause on September first, nineteen hundred and twenty seven, be, and it is hereby withdrawn, said withdrawal to be and operate as if said petition had never been filed.

Filed Dec. 5th. 1927.
Lewin W. Wickes.

Lewin W. Wickes.

The undersigned Assignee and the undersigned purchaser hereby assent to the passage of the aforesaid order.

Thos. J. Keating, Jr.
Assignee.

Harriet E. Clough
Purchaser.

ORDER OF COURT RATIFYING SALE.
Filed Dec. 5th. 1927.

IN CHANCERY, this 5th. day of December, in the year nineteen hundred and twenty-seven.

It is, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that the sale within reported by Thomas J. Keating, Jr., Assignee, 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 Order Nisi. The Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

Filed Dec. 5th. 1927.

Lewin W. Wickes

STATEMENT OF MORTGAGE DEBT.
Filed Nov. 25th. 1927.

Thomas J. Keating, Jr.,
Assignee for Collection,

vs.

Noah Clough and Jennie Clough,
his wife,
Mortgagors.

In the Circuit Court for

Queen Anne's County,

in Equity.

Chancery #2706.

STATEMENT OF MORTGAGE DEBT.

Principal amount of mortgage debt from Noah Clough
and Jennie Clough, his wife, to Thomas J. Keating,
Trustee, and by mesne assignments assigned to Harriet
Clough

\$1525.00

Interest thereon from October 17, 1926, to the day of
sale, June 25, 1927,

62.86

1587.86

Attorneys commissions on above amount

79.39

TOTAL MORTGAGE DEBT.

\$1667.25

State of Delaware,

Sussex County, to-wit:

I hereby certify that on this 18th. day of Nov. in the year nineteen hundred and twenty-seven, before the subscriber, a Notary Public of the State of Delaware, in and for Sussex County, personally appeared Harriet E. Clough, Assignee, and made oath in due form of law that the above is a true and correct statement of the mortgage debt due unto her, to the best of her knowledge and belief, and that no part of same has been paid nor has she received any security therefor.

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

Notary
Public
Seal.

James K. Phillips
NOTARY PUBLIC.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed Feb. 10th. 1928.

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

Thomas J. Keating, junior,
assignee of mortgage,
vendor.

vs.

Noah Clough and
Jennie Clough, his wife.

Cause
2706.

To the Honorable, the Judges of said Court-

The report of Madison Brown, auditor, respectfully shows:

It appears from these proceedings that the property reported as sold sold for more than enough to pay the mortgage debt due on the day of the sale.

That in the within account, Thomas J. Keating, junior, the person making the sale, is charged with the gross amount of the sale reported by him and is then thereout allowed his commissions for making the sale, per terms of the mortgage, the costs of the sale, including costs of advertising the notice of sale and order nisi thereon, the charges of the auctioneer for crying the sale and the court costs and the costs of his bond, in accordance with his vouchers exhibited to the auditor, also the costs of the advertisement of the order nisi as to this account and the fee of the auditor.

The the mortgage claim according to the statement filed is allowed in full.

The auditor does not distribute the balance but audits same to remain subject to the future order of the Court, it being known to the auditor that the mortgagor debtor is dead.

Respectfully submitted.

Feb. 10, 1928.

Madison Brown, auditor.

Cause No. 2706.

The proceeds of the sale of the mortgaged real estate of Noah Clough, mortgagor, in account with Thomas J. Keating, Junior, assignee, of the mortgage herein mentioned, the person making said sale under the terms of said mortgage.

1927.	Cr:	
June		
25. By the amount of the gross sale, per report of sale herein filed, to wit: the sum of		\$2,300.00
	Dr:	
" " To Thomas J. Keating, junior, assignee, person making the mortgage sale, for his commissions, per terms of the mortgage, to wit: the sum of		\$136.00
To do., for the costs of advertising in the Centreville Observer, notice of the sale and the order nisi thereon passed, per accounts for same receipted exhibited, to wit: the sum of		43.25
To do., for the amount paid corporate surety on this bond filed herein, per receipt for same exhibited, to wit: the sum of		10.00
To do., for the amount paid J. W. Anderson for crying the sale made, per his account receipted exhibited, to wit: the sum of		2.50
To do., for the court costs of this cause per bill of costs of the clerk, as follows: Costs of B.H. Turner, clerk, paid per recpt. \$18.75 Appear. fee of plaintiff's solicitor, 10.00		28.75
To do., for the costs of advertising the order nisi to be passed as to this account:		3.00
To Madison Brown, auditor, for stating this account:		4.50
To Thomas J. Keating, junior, assignee of the mortgage, in full of his mortgage claim, per statement of mortgage claim filed, to wit: the sum of		1,667.25
To this balance, same to remain subject to the future order of this court, to wit:		404.75
		<hr/>
		\$2,300.00 \$2,300.00

February 10, 1928.

Madison Brown,
auditor.

NISI RATIFICATION OF AUDIT.

Thomas J. Keating, Jr.,
Assignee of Mortgage, Vendor,

vs.

Noah Clough and Jennie Clough,
his wife.

(IN THE CIRCUIT COURT
(FOR QUEEN ANNE'S COUNTY
(IN EQUITY.
(CASE NO. 2706.

ORDERED, This 10th. day of Feby. 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 5th. day of March, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of February, 1928, in some newspaper printed and published in Queen Anne's County.

Filed Feby. 10th. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed March 12th. 1928.

NISI RATIFICATION OF AUDIT.

THOMAS J. KEATING, JR., ASSIGNEE
OF MORTGAGE, VENDOR,
VS.
NOAH CLOUGH AND JENNIE CLOUGH,
HIS WIFE,

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2706.

Ordered, This 10th day of February, 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 5th. day of March, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 27th 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 February 10th. 1928.

THE CENTREVILLE OBSERVER.

Centreville, Md., March 7th. 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Thos. J. Keating, Jr., Assignee, vs. Noah Clough & Jennie Clough, 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 27th day of Feb. in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed March 12th, 1928.

By Bertha G. Durney.

ORDER OF COURT RATIFYING AUDIT.

ORDERED, the 12th. day of March, in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, that the within 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 Thomas J. Keating, Junior, Assignee, is hereby directed to apply the proceeds of sale as directed by the audit with a due proportion of interest as the same has been or may be received.

Filed March 12th. 1928.

Lewin W. Wickes.

Creditors' Petition
Filed August 10th, 1928.

Thomas J. Keating, Junior,
Assignee,

vs.

Noah Clough and
Jennie Clough, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

CHANCERY #2706.

To the Honorable, the Judges of said Court:

The petition, of Harriet E. Pusey, who sues for herself individually as well as for all other creditors of Noah Clough, late of Queen Anne's County, deceased, who will come in and contribute to the expenses of this suit, respectfully shows unto your Honors:

1. That the said Noah Clough was, in his lifetime indebted unto your petitioner, in the full and just sum of one thousand dollars on a certain judgment entered in the Circuit Court for Queen Anne's County in favor of your petitioner (who at that time was unmarried and whose name was Harriet E. Clough) against said Noah Clough, a certified copy of said judgment being filed herewith marked "Petitioner's Exhibit A".

2. That the said Noah Clough, being so indebted unto your petitioner, and being seized and possessed of the real estate heretofore sold in this cause by Thomas J. Keating, Junior, Assignee of mortgage, and of personal estate in Queen Anne's County, Maryland, on or about the fifteenth day of March in the year 1927, departed this life intestate, leaving as his next of kin and only heirs at law your petitioner, a daughter, a resident of the State of Delaware, a son William E. Clough, a resident of Baltimore County, Maryland, and a son James Clough, a non-resident of the State of Maryland but whose address is unknown to your petitioner, all of whom are adults.

3. That letters of administration were granted on the personal estate of the said Noah Clough unto William E. Clough and Harriet E. Clough (now Pusey) your petitioner, who took possession of said personal estate and administered same under the jurisdiction of the Orphans' Court for Queen Anne's County and filed in said Court their first and final administration account.

4. That said personal estate of Noah Clough, deceased, was barely sufficient to pay the expenses of administration and certain preference and small claims filed against same.

5. That your petitioner, knowing this to be the case, did not file her claim in the Orphans' Court for Queen Anne's County against said personal estate but relied upon the real estate of said deceased out of which to have said claim satisfied.

6. That your petitioner is advised that she, as well as any other unsatisfied creditors of said deceased are entitled to have the surplus proceeds arising out of the sale of the real estate heretofore made in this cause applied to the payment of their said claims.

To the end, therefore:

1. That the surplus proceeds of sale of said real estate, may be decreed for the payment of the claim of your Petitioner.

2. That your Petitioner may have such other and further relief as her case may require.

May it please your Honors to grant unto your Petitioner the writ of subpoena directed to William E. Clough, residing in Baltimore County, and an order of publication giving notice to James Clough, non-resident, of the object and substance of this petition, 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 he has, why a decree ought not to pass as prayed.

And as in duty bound etc.

Thos. J. Keating, Jr.
SOLICITOR FOR PETITIONER.

Order of Court
Filed August 11th, 1928.

Thomas J. Keating, Junior,
Assignee,

vs.

Helen Clough and
Jennie Clough, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

CHANCERY #2706.

The object of these proceedings in the above entitled suit is to procure a decree for the application of the surplus proceeds arising out of the sale of the real estate heretofore made in this cause to the payment of a judgment against Noah Clough, defendant, now deceased, in favor of Harriet E. Pusey (nee Clough), the Petitioner.

The petition states that said Noah Clough was in his life time indebted unto Harriet E. Pusey (nee Clough) in the sum of one thousand dollars on a certain judgment in the Circuit Court for Queen Anne's County entered on the 2nd day of March, 1927 and that being so indebted he departed this life leaving as the next of kin and only heirs at law a daughter, the petitioner, a son, William E. Clough, residing in Baltimore County, Maryland, and another son James Clough, a non resident of the State of

Maryland but whose address is unknown.

That the personal estate of said Noah Clough, deceased, was insufficient to pay the expenses of administration had thereon and the claims filed against same: and the real estate was sold under mortgage foreclosure in these proceedings.

It is thereupon this eleventh day of August, in the year nineteen hundred and twenty eight, ordered by the Circuit Court for Queen Anne's County, in Equity, that the petitioner, 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 20th day of September in the year nineteen hundred and twenty eight, give notice to the said James Clough, non resident, of the object and substance of this petition, warning him to appear in this court in person or by solicitor on or before the eighth day of October, next to show cause, if any he has, why a decree ought not to be passed as prayed.

Thomas J. Keating

Filed August 11th, 1928.

Thomas J. Keating, Junior,
Assignee,

vs.

Noah Clough and
Jennie Clough, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

CHANCERY #2706.

NOTICE TO CREDITORS.

Ordered this 11th day of August 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 Noah Clough, late of Queen Anne's County, Maryland, deceased, and all persons who may be entitled to participate in the distribution of the surplus proceeds of sale remaining after satisfaction of the mortgage under which 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 20th day of October next, provided that a copy of this order be published in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 20th day of September nineteen hundred and twenty eight.

Thomas J. Keating.

Filed August 11th, 1928.

ORDER OF PUBLICATION
Filed Aug. 10, 1928.

ORDER OF PUBLICATION

THOMAS J. KEATING, Jr. Assignee
VS.
NOAH CLOUGH and JENNIE CLOUGH,
his wife, Mortgagors.

In the Circuit Court of Queen Anne's County, in Equity, Chancery No. 2706.

The object of these proceedings in the above entitled suit is to procure a decree for the application of the surplus proceeds arising out of the sale of the real estate heretofore made in this cause to the payment of a judgment against Noah Clough, defendant, now deceased, in favor of Harriet E. Pusey (nee Clough), the Petitioner.

The petition states that said Noah Clough was in his life time indebted unto Harriet E. Pusey (nee Clough) in the sum of one thousand dollars on a certain judgment in the Circuit Court for Queen Anne's County, entered on the 2nd day of March, 1927, and that being so indebted he departed this life leaving as the next of kin and only heirs at law a daughter, the petitioner, a son, William E. Clough, residing in Baltimore County, Maryland, and another son James Clough a non resident of the State of Maryland, but whose address is unknown.

That the personal estate of said Noah Clough, deceased, was insufficient to pay the expenses of administration had thereon; and the claims filed against the same: and the real estate was sold under mortgage foreclosure in these proceedings.

It is thereupon this eleventh day of August, in the year nineteen hundred and twenty eight, ordered by the Circuit Court of Queen Anne's County, in Equity, that the petitioner, 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 20 th. day of September in the year nineteen hundred and twenty eight give notice to the said James Clough, non-resident of the object, and substances of this petition warning him the eighth day of October next to show cause, If any he has, why a decree ought not to be passed as prayed.

THOMAS J. KEATING

True copy-

B. HACKETT TURNER, Clerk.

Test- B. HACKETT TURNER, Clerk.

Filed August 11th, 1928.

This is to certify that the order of publication to creditors in the case of Thomas J. Keating, Junior, Assignee, vs. Noah Clough and Jennie Clough, his wife, Mortgagors, as per the annexed copy, was published in The Queenstown News, a weekly newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the twentieth day of September, nineteen hundred and twenty eight.

THE QUEENSTOWN NEWS

By M. W. Aker.

NOTICE TO CREDITORS
Filed Aug. 10th, 1928.

NOTICE TO CREDITORS

Thomas J. Keating, Jr., Assignee

VS.

Noah Clough and Jennie Clough,
his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity, Chancery #2706.

Ordered this 11th. day of August, 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 Noah Clough, late of Queen Anne's County, Maryland, deceased, and all persons who may be entitled to participate in the distribution of the surplus proceeds of sale remaining after satisfaction of the mortgage under which 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 20th day of October next, provided a copy of this order be published in some weekly news paper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 20th day of September, nineteen hundred and twenty eight.

THOMAS J. KEATING

True Copy-

Test-B. HACKETT TURNER, Clerk.

Filed August 11th, 1928.

This is to certify that the notice to creditors in the case of Thomas J. Keating, Junior, Assignee, vs. Noah Clough and Jennie Clough, his wife, Mortgagors, as per the annexed copy, was published in The Queenstown News, a weekly newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the twentieth day of September, nineteen hundred and twenty eight.

THE QUEENSTOWN NEWS

By M. W. Aker.

Subpoena for Respondent to
appear and answer.
Filed Sept. 11, 1928.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Wm. E. Clough
Place.

OF CARROLL COUNTY, GREETING:

YOUR ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of September next, to answer the complaint of Harriet E. Pusey 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 your said Court, the first Monday of August, 1928
Issued the 11th day of August in the year 1928.

B. Hackett Turner Clerk.

Thomas J. Keating.

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 September next, being the Return Day.

B. Hackett Turner, Clerk.

Continued on page 609.

#2698 CHANCERY.

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

W. Brewster Deen and
Thomas J. Keating, Jr.,
assignees,

vs.

John W. Rochester,
Deliah Rochester, his wife,
Mortgagors.

In 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 John W. Rochester & Deliah Rochester, his wife, to Harvey L. Cooper, dated February eleventh, nineteen twenty four and recorded in Liber B. H. T. #1, folio 303, etc., a land record book for Queen Annes County, and file in said suit a certified copy of said mortgage.

W. Brewster Deen,
by Thos. J. Keating, Jr.

Thos. J. Keating, Jr.

CERTIFIED COPY OF
MTG. & ASSIGNMENTS.

#10,484. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty-first day of February, in the year nineteen hundred and twenty-four, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this eleventh day of February, nineteen hundred and twenty-four, by John W. Rochester and Deliah Rochester, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, We owe Harvey L. Cooper, the full and just sum of TWO THOUSAND DOLLARS, (\$2,000.00), same being cash loaned this day, to be paid three years from the date hereof, with interest thereon, payable semiannually, 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.

NOW THEREFORE THIS MORTGAGE WITNESSETH, That for and in consideration of the premises and further sum of one dollar, we, the said John W. Rochester and Deliah Rochester, his wife, do hereby grant and convey unto the said Harvey L. Cooper, his heirs and assigns, in fee simple, All those pieces or parcels of land, with improvements thereon, and rights, appurtenances and advantages thereto belonging, situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, and more particularly described as follows:

PARCEL NO. 1 - All that farm or tract of land called or known as "The Emory Rochester Farm", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the right side of the public road or state road leading from Church Hill past Roberts' Station, a station on the Queen Anne and Kent Railroad to Ingleside, adjoining the other land of the said John W. Rochester known as his "Home Place", the land of Harriett Rochester, Joseph R. Smith and the land of or formerly of Sallie Hinson, and containing SIXTY-FOUR (64) ACRES of land, more or less, being composed of three several parcels of land granted and conveyed to Emory S. Rochester by Sallie Hinson and others by deed bearing date the 16th day of September, 1885, and recorded in Liber W.H.C. No. 3, folio 305 &c., a land record book of said County, in which deed said parcels are described by metes and bounds, courses and distances, and are called by the numbers, 4, 6 and 7 respectively, and are the parcels or lots of land bearing said numbers on a plat of land (formerly) belonging to the heirs of Arthur Rochester made by Joseph M. Parvis and dated the 12th day of September, 1895, and now recorded in Liber W. H. C. No. 3, folio 308 &c., a Land Record Book of said county, being the same land conveyed to John W. Rochester, by deed of John H. C. Legg and Madison Brown, Trustees, bearing date the 6th. day of November, 1918, and recorded in Liber J. F. R. No. 1, folio 375, one of the Land Record Books for said County.

SAVING AND EXCEPTING, From the above described land, FOUR (4) ACRES conveyed to Joseph O. Bernard by deed of John W. Rochester, bearing date the 26th. day of December, 1919, and recorded in J. F. R. Folio 350.550

PARCEL NO. 2 - ALL that lot or parcel of land, situate in the Second Election District of Queen Anne's County, State of Maryland, on the road from Roberts Post Office or Tilghman's Station to Ingleside, in said County, designated as "Lot No. 2" of the Division of the land of Arthur Rochester", and so designated on a plat showing said division bearing the designation "Plat of a tract belonging to Arthur Rochester", signed by Joseph M. Parvis, dated the 12th. day of September, 1895, and recorded in

Liber W.H.C. No. 3, folio 308 &c., a Land Record Book of said County, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a point marked by a stone (shown as said plat at letter "B") and running thence with the road above mentioned North 50 degrees west, 17 3/4 rods to a point on road; thence North 42 1/2 degrees east, 60 rods to a point on the road laid down as a right of way for the land of Sallie Hinson and lots 6, 7 and 8 of said divisions; thence with the South side of said right of way or road last mentioned south 48 1/2 degrees 17 3/4 rods to a point; thence south 42 1/2 degrees west, 60 rods to beginning, containing SEVEN (7) ACRES of land, more or less, being the same land conveyed to John W. Rochester, by deed of Emory S. Rochester, et al. bearing date the 16th day of September, 1895, and of record in Liber W.H.C. No. 3, folio 517.

PARCEL NO. § - AN undivided one-third interest in ALL that piece or parcel of land adjoining land above described, containing SEVENTY(70) ACRES of land, more or less, said one-third interest being the same which decended unto John W. Rochester as one of the heirs at law of Harriett L. Fisher, deceased.

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 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 covenants 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, 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 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.

John W. Rochester (SEAL)

Deliah Rochester (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this eleventh day of February, nineteen hundred and twenty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, personally appeared John W. Rochester and Deliah Rochester, his wife, and acknowledged the foregoing mortgage to be their act; and now at the same time before me, also personally appeared Harvey L. Cooper, 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.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

Elizabeth MacDonald
Notary Public.

For value received, Thereby transfer and assign the within and foregoing mortgage to Carrie E. Goslin.

Witness my hand and seal this 11th. day of February, 1924.

TEST: Elizabeth MacDonald.

Harvey L. Cooper (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 22nd. day of April, in the year nineteen hundred and twenty-seven, the following Assignment was filed for record, to wit:

For value received, I hereby transfer and assign the within and foregoing mortgage to W. Brewster Dean and Thomas J. Keating, Jr., for collection.

Witness my hand and seal this 18th. day of April, 1927.

TEST: Mildred C. Butler.

Carrie E. Goslin (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber B.H.T. #1, folio 303, 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, A. D. nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of May, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, W. Brewster Deen of Caroline County, Maryland, and Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as principals, and the Fidelity and Deposit Company, 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 (\$2500.00), to be paid to the State of Maryland, 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 sixteenth day of May, in the year nineteen hundred and twenty seven.

Whereas, the above bounden W. Brewster Deen and Thomas J. Keating, Jr., by virtue of the power of sale contained in a mortgage from John W. Rochester and Deliah Rochester, his wife, to Harvey L. Cooper, dated February nineteen hundred and twenty four, and recorded in Liber B.H.T. #1, folio 303 etc., a land record book for Queen Anne's County, are about to make sale of the mortgaged premises, they, W. Brewster Deen and Thomas J. Keating, Jr. being assignees for collection of the mortgage debt.

Now, therefore, the condition of the above obligation is such that if the above bounden W. Brewster Deen and Thomas J. Keating, Jr., assignees, shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, then this obligation shall be void; otherwise to remain in full force and virtue in law.

Test as to Thos. J. Keating, Jr.
Verna Mears.

Thos. J. Keating, Jr. (Seal)
W. Brewster Deen (Seal)
Fidelity and Deposit Company
of Maryland.
By J. F. Rolph.
Its attorney in fact.

Test as to W. B. Deen.
C. N. Hiegh.

Seal's
Place.

As to J.F. Rolph.
C. Albert Ringgold.

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed May 17th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 296, 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 17th. day of May, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed May 19th. 1927.

W. Brewster Deen,
and
Thomas J. Keating, Jr., assignees,

vs.

John W. Rochester,
Deliah Rochester, his wife,
Mortgagors.

In the Circuit Court
for

Queen Anne's County,
In Equity.

Chancery #2698.

REPORT OF SALE.

To the Honorable Judges of said Court:

This report of sale made by W. Brewster Deen and Thomas J. Keating, Jr., Assignees of Mortgage, by virtue of the power of sale contained in the mortgage from John W. Rochester and Deliah Rochester, his wife, to Harvey L. Cooper and by mesne assignments thereof to the above named Assignees assigned, respectfully shows unto your honors;

That under and by virtue of the power of sale contained in the aforesaid mortgage, after suit had been docketed in this Honorable Court for foreclosure of the mortgage and after filing in this cause a bond with surety duly approved by the Clerk of this Court in the penalty of twenty five hundred dollars, conditioned as provided by law, and after due advertisement of sale in accordance with the terms of the mortgage as per the annexed certificate, your Assignees did attend in front of the Court House door in the town of Centreville, Queen Anne's County, between the hours of two and four o'clock P.M. on Tuesday, May the seventeenth, nineteen twenty seven, and did then and there proceed to make sale of the mortgaged property upon the terms and conditions set out in the annexed advertisement and did then and there sell said mortgaged property unto Carrie E. Goslin, one of the Assignees of said mortgage who in turn had assigned the same unto your assignees, W. Brewster Deen and Thomas J. Keating, Jr., for collection, said Carrie E. Goslin being then and there the highest bidder, for the sum of two thousand dollars which was less than the mortgage debt but which your assignee believed was as much as the property might have been expected to bring.

Respectfully submitted,

W. Brewster Deen
by T. J. Keating, Jr.

Thos. J. Keating, Jr.

Assignees of mortgage.

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

This is to certify that on this 19th. day of May, in the year nineteen hundred and twenty-seven, before the subscriber, Clerk of the Circuit Court in and for the County aforesaid, personally appeared the above named Thomas J. Keating, Jr., Assignee, 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 19th. 1927.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

Under and by virtue of a power of sale contained in a mortgage from John W. Rochester, and Deliah Rochester, his wife, to Harvey L. Cooper, bearing date the 11th day of February, 1924, on which said mortgage, there are several assignments, the last one being to W. Brewster Deen and Thomas J. Keating, Jr., for collection, said mortgage and assignments being duly of record in Liber B. H. T. No. 1, folio 303, one of the Land Record Books for Queen Anne's County, default having occurred in the covenants and conditions of said mortgage on the part of the mortgagors, the undersigned assignees will on TUESDAY, MAY 17th, 1927, between the hours of two and four o'clock p.m., in front of the Court House Door in the town of Centreville, Maryland, offer and expose the following described property at public sale to the highest bidder:

ALL THOSE PIECES OR PARCELS OF LAND, with improvements thereon and rights, appurtenances and advantages thereto belonging, situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, and more particularly described as follows:

PARCEL NO. 1 - All that farm or tract of land called or known as "THE EMORY ROCHESTER FARM", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the right side of the public road or state road leading from Church Hill past Robert's Station, a station on the Queen Anne's and Kent Railroad, to Ingleside, adjoining the other land of the said John W. Rochester known as his "Home Place", the land of Harriett Rochester, Joseph R. Smith and the land of or formerly of Sallie Hinson, and containing 64 ACRES OF LAND, more or less, being composed of three several parcels of land granted and conveyed to Emory S. Rochester by Sallie Hinson and others by deed bearing date the 16th day of September, 1885, and recorded in Liber W.H.C. No. 3, folio 305, etc., a Land Record Book of said county, in which deed said parcels are described by metes and bounds, courses and distances, and are called by the numbers, 4, 6 and 7 respectively, and are the parcels or lots of land bearing said numbers on a plat of land (formerly) belonging to the heirs of Arthur Rochester made by Joseph M. Parvis and dated the 12th day of September, 1895, and now recorded in Liber W. H. C. No. 3, folio 308, etc., a Land Record Book of said County, being the same land conveyed to John W. Rochester by deed of John H. C. Legg and Madison Brown, Trustees, bearing date the 6th day of November, 1918, and recorded in Liber J. F. R. No. 1, folio 375, one of the land record books for said county.

SAVING AND EXCEPTING from the above described land, FOUR (4) ACRES conveyed to Joseph O. Bernard by deed of John W. Rochester bearing date the 26th day of December, 1919, and

recorded in J.F.R. folio 350.

PARCEL NO. 2. All that lot or parcel of land situate in the Second Election District of Queen Anne's County, State of Maryland, on the road from Roberts' Postoffice or Tilghman's Station to Ingleside, in said county, designated as "Lot No. 2" of the Division of the land of Arthur Rochester and so designated on a plat showing said division bearing the designation "Plat of a tract belonging to Arthur Rochester", signed by Joseph M. Parvis, dated the 12th day of September, 1895, and recorded in Liber W.H.C. No. 3, Folio 308, etc., land record books of said county and contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a point marked by a stone (shown on said plat at letter "B"); and running thence with the road above mentioned North 50 degrees West, 17 3-4 rods to a point on road; thence north 42 1/2 degrees east 60 rods to a point on the road laid down as a right of way for the land of Sallie Hinson and lots, 6, 7 and 8 of said divisions; thence with the south side of said right of way or road last mentioned south 48 1/2 degrees 17 3-4 rods to a point; thence south 42 1/2 degrees west 60 rods to beginning, containing SEVEN (7) ACRES of land, more or less, being the same land conveyed to John W. Rochester by deed of Emory S. Rochester et al., bearing date the 16th day of September, 1895, and of record in Liber W.H.C. No. 3, folio 517.

PARCEL NO. 3. An undivided one-third interest in ALL that piece or parcel of land adjoining land above described, containing SEVENTY (70) ACRES of land, more or less, said one-third interest being the same which descended unto John W. Rochester of one of the heirs at law of Harriett L. Fisher, deceased.

The above parcels being the same land by said mortgage conveyed.

IMPROVEMENTS - Dwelling house and all necessary outbuildings in fair repair.

TERMS OF SALE - One-half cash on day of sale, balance in two equal installments of six and twelve months respectively, deferred payments to bear interest and to be secured to the satisfaction of the undersigned assignees. Title papers at expense of purchaser.

W. BREWSTER DEAN,

THOMAS J. KEATING, JR.,

J. Elmer Anthony, Auctioneer.

Assignees.

THE CENTREVILLE OBSERVER.

CENTREVILLE, MD., May 18, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of W. Brewster Deen, and Thomas J. Keating, Jr., vs. John W. Rochester, 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 17th day of May, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

N I S I.

W. Brewster Deen and
Thomas J. Keating, Jr.,
Assignees,

vs.

John W. Rochester and
Deliah Rochester, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2698.

ORDERED, This 19th. day of May, A. D., 1927, that the sale of the real estate made and reported in this cause by W. Brewster Deen and Thomas J. Keating, Jr., Assignees of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd. 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 23rd. day of June next.

The Report states the amount of sales to be \$2000.00.

Filed May 19th. 1927.

B. Hackett Turner, Clerk.

SUPPLEMENTARY REPORT OF SALE.
Filed May 27th. 1927.

W. Brewster Deen,
and
Thomas J. Keating, Jr., Assignees,

vs.

John W. Rochester,
Deliah Rochester, his wife,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Chancery #2698.

REPORT OF SALE.

To the Honorable Judges of said Court:

This report of sale made by W. Brewster Deen and Thomas J. Keating, Jr., Assignees of Mortgage, by virtue of the power of sale contained in the mortgage from John W. Rochester and Deliah Rochester, his wife, to Harvey L. Cooper, and by mesne assignments thereof to the above named Assignees assigned, respectfully shows unto your honors:

That under and by virtue of the power of sale contained in the aforesaid mortgage, after suit had been docketed in this Honorable Court for foreclosure of the mortgage, and after filing in this cause a bond with surety duly approved by the Clerk of this Court in the penalty of twenty five hundred dollars, conditioned as provided by law, and after due advertisement of sale in accordance with the terms of the mortgage as per the annexed certificate, your Assignee, Thomas J. Keating, Jr., did attend in front of the Court House door in the town of Centreville Queen Anne's County, between the hours of two and four o'clock P. M. on Tuesday, May the seventeenth, in the year nineteen hundred and twenty seven, and your Assignee, W. Brewster Deen was in telephonic communication with him, and did then and there proceed to make sale of the mortgaged property upon the terms and conditions set out in the annexed advertisement and did then and there sell said mortgaged property unto Carrie E. Goslin, one of the Assignees of said mortgage who in turn had assigned the same unto your Assignees, W. Brewster Deen and Thomas J. Keating, Jr., for collection, said sum of two thousand dollars which was less than the mortgage debt but which, your assignees believed was as much as the property might have been expected to bring.

Respectfully submitted,

W. Brewster Deen

Thos. J. Keating, Jr.

Assignees of Mortgage.

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

This is to certify that on this 27th. day of May, in the year nineteen hundred and twenty-seven, before the subscriber, Clerk of the Circuit Court in and for the County aforesaid, personally appeared the above named Thomas J. Keating, Jr., Assignee, 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 May 27th. 1927.

B. Hackett Turner.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed May 27th. 1927.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

Under and by virtue of a power of sale contained in a mortgage from John W. Rochester and Deliah Rochester, his wife, to Harvey D. Cooper, bearing date the 11th day of February, 1924, on which said mortgage there are several assignments, the last one being to W. Brewster Dean and Thomas J. Keating, Jr., for collection, said mortgage and assignments being duly of record in Liber B.H.T. No. 1, folio 303, one of the Land Record Books for Queen Anne's County, default having occurred in the covenants and conditions of said mortgage on the part of the mortgagors, the undersigned assignees will on TUESDAY, MAY 17th. 1927, between the hours of two and four o'clock p.m., in front of the Court house door in the town of Centreville, Maryland, offer and expose the following described property at public sale to the highest bidder:

ALL THOSE PIECES OR PARCELS OF LAND, with improvements thereon and rights, appurtenances and advantages thereto belonging, situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, and more particularly described as follows:

PARCEL NO. 1 - All that farm or tract of land called or known as "THE EMORY ROCHESTER FARM", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the right side of the public road or state road leading from Church Hill past Roberts' Station, a station on the Queen Anne's and Kent Railroad, to Ingleside, adjoining the other land of the said John W. Rochester, known as his "Home Place", the land of Harriett Rochester, Joseph R. Smith and the land of or formerly of Sallie Hinson, and containing 64 ACRES OF LAND, more or less, being composed of three several parcels of land granted and conveyed to Emory S. Rochester by Sallie Hinson and others by deed bearing date the 16th day of September, 1885, and recorded in Liber W.F.W. No. 3, folio 305, etc., a Land Record Book of said county, in which deed said parcels are described by metes and bounds, courses and distances, and are called by the numbers 4, 6 and 7, respectively, and are the parcels or lots of land bearing said numbers on a plat of land (formerly) belonging to the heirs of Arthur Rochester made by Joseph M. Parvis and dated the 12th day of September, 1895, and now recorded in Liber W. H. C. No. 3, folio 308, etc., a Land Record Book of said County, being the same land conveyed to John W. Rochester by deed of John H. C. Legg and Madison Brown, Trustees, bearing date the 6th. day of November, 1918, and recorded in Liber J.F.R. No. 1, folio 375, one of the Land record books for said county.

SAVING AND EXCEPTING from the above described land, FOUR (4) ACRES conveyed to Joseph O. Bernard by deed of John W. Rochester, bearing date the 26th day of December, 1919, and recorded in J. F. R. folio 350.

PARCEL NO. 2 - All that lot or parcel of land situate in the Second Election District of Queen Anne's County, State of Maryland, on the road from Roberts' Postoffice or Tilghman's Station to Ingleside, in said county, designated as "Lot No. 2" of the Division of the land of Arthur Rochester and so designated on a plat showing said division bearing the designation "Plat of a tract belonging to Arthur Rochester" signed by Joseph M. Parvis, dated the 12th day of September, 1895, and recorded in Liber W.H.C. No. 3, Folio 308, etc., land record books of said county and contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a point marked by a stone (shown on said plat at letter "B") and running thence with the road above mentioned North 50 degrees west, 17 3-4 rods to a point on road; thence north 42½ degrees east 60 rods to a point on the road laid down as a right of way for the land of Sallie Hinson and lots 6, 7 and 8 of said divisions; thence with the South side of said right of way or road last mentioned South 48½ degrees 17 3-4 rods to a point; thence South 42½ degrees west 60 rods to beginning, containing SEVEN (7) ACRES of land, more or less, being the same land conveyed to John W. Rochester by deed of Emory S. Rochester, et al., bearing date the 16th day of September, 1895, and of record in Liber W. H. C. No. 3, folio 517.

PARCEL NO. 3 - An undivided one-third interest in ALL that piece of parcel of land adjoining land above described, containing SEVENTY (70) ACRES of land, more or less, said one-third interest being the same which descended unto John W. Rochester of one of the heirs at law of Harriett L. Fisher, deceased.

The above parcels being the same land by said mortgage conveyed.

IMPROVEMENTS - Dwelling house and all necessary outbuildings in fair repair.

TERMS OF SALE --One-half cash on day of sale; balance in two equal installments of six and twelve months respectively, deferred payments to bear interest and to be secured to the satisfaction of the undersigned assignees. Title papers at expense of purchaser.

J. Elmer Anthony, Auctioneer.

W. BREWSTER DEAN,

THOMAS J. KEATING, JR.,

Assignees.

THE CENTREVILLE OBSERVER.

CENTREVILLE, MD., May 27, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of W. Brewster Deen and Thomas J. Keating, Jr., vs. John W. Rochester, 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 17th day of May, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed May 27th. 1927.

By Margaret E. Durney.

N I S I.

W. Brewster Deen and
Thomas J. Keating, Jr.,
Assignees,

vs.

John W. Rochester and
Deliah Rochester, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2698.

ORDERED, This 27th. day of May, A.D., 1927, that the sale of the real estate made and reported in this cause by W. Brewster Deen and Thomas J. Keating, Jr., Assignees of Mortgage, be ratified and confirmed, unless cause to the contrary thereon be shown on or before the 30th. 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 30th. day of June next.

The Report states the amount of sales to be \$2000.00.

Filed May 27th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT ORDER NISI.
Filed Aug. 19th. 1927.

NISI.

W. BREWSTER DEEN AND THOS. J. KEATING, JR., ASSIGNEES,

vs.

JOHN W. ROCHESTER, DELIAH ROCHESTER, HIS WIFE, MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2698.

Ordered, this 27th. day of May, A. D., 1927, that the sale of the real estate made and reported in this cause by W. Brewster Deen and Thos. J. Keating, Jr., Assignees of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of June next.

The Report states the amount of sales to be \$2,000.00.

B. HACKETT TURNER, Clerk.

True Copy--Test:

B. HACKETT TURNER, Clerk.

Filed May 27th. 1927.

THE CENTREVILLE OBSERVER.

CENTREVILLE, MD., AUG. 19, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi in the case of W. Brewster Deen and Thos. J. Keating, Jr., vs. John W. Rochester, Deliah Rochester, his 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 30 day of June in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

BY Bertha G. Durney.

ORDER OF COURT RATIFYING SALE.

In chancery, the 22nd. day of August, nineteen hundred and twenty-seven.

It is, by the Circuit Court for Queen Anne's County, In Equity, ORDERED that the sale within reported by W. Brewster Deen and Thomas J. Keating, Jr., Assignees, 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 directed by the order nisi. The Assignees are allowed the commissions provided for in said mortgage and such proper expenses, not personal, as they shall produce vouchers for to the Auditor.

Filed August 25th. 1927.

Lewin W. Wickes.

STATEMENT OF MORTGAGE DEBT.
Filed June 4th. 1927.

Thomas J. Keating, Jr., and W. Brewster Deen, Assignees,	( ( (	In the Circuit Court
	)	for
vs.	(	Queen Anne's County.
John W. Rochester.)))	

Amount of principal	\$2000.00
Int. from 8/11/26 to 5/24/27.	<u>94.00</u>
Amount due	\$2094.00

State of Maryland, Caroline County, to wit:

I hereby certify that on this 3rd day of June, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared W. Brewster Deen, agent of Carrie E. Goslin, and made oath in due form of law that the above statement is true to the best of his knowledge and belief; and that he was duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

Mildred C. Butler
Notary Public.

AMENDED STATEMENT OF MORTGAGE DEBT.

Principal amount of mortgage from John W. Rochester et ux to Harvey L. Cooper assigned to W. Brewster Deen & Thos. J. Keating, Jr.	\$2,000.00
Interest on same from Aug. 11, 1926, to May 17, 1927, the day of sale,	<u>92.00</u>
	\$2,092.00
Attorneys commissions on above amount	<u>104.00</u>
TOTAL MORTGAGE DEBT.	\$2,196.00

This is to certify that on this 3rd. day of February in the year 1928, before me, the subscriber, Auditor of the Circuit Court for Queen Annes County, in Equity, personally appeared Thos. J. Keating, Jr., Assignee, and made oath in due form of law that the above is a true statement of the mortgage debt secured by the aforesaid mortgage. Sworn before me.

Madison Brown, Auditor.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed February 4th. 1928.

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

W. Brewster Deen and
Thomas J. Keating, Junior,
assignees,

Cause No. 2698.

vs.

John W. Rochester and
Deliah Rochester, his wife.

To the Honorable, the Judges of said Court:

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

That in stating the within account he first cahred Thomas J. Keating and W. Brewster Deen, assignees of the mortgage herein mentioned, with the amount of the sale made under said mortgage per their reports filed, and then there allowed them their commissions for making the sale, per the terms of the mortgage and also the costs incident to the sale for which they produced their vouchers as follows: costs of their bond, costs of advertising the notice of sale and the several orders nisi of the cause, the amount paid the auctioneer

for crying the sale, and the court costs of the suit; the fee of the auditor is also allowed. The amount of the gross sale remaining after these allowances is not sufficient to pay the mortgage claim due on the day of sale in full, and is distributed unto the assignees as mortgage claimants on account of their claim. A statement of the mortgage debt is appended to the account. The mortgage claim as originally filed was amended and will be returned by the auditor with whom the amended statement was filed and before whom the same was sworn to.

Respectfully submitted,

Madison Brown, auditor.

February 3, 1928.

Cause 2698.

The proceeds of the sale of the mortgaged real estate of John W. Rochester and Deliah Rochester, his wife, mortgagors, in account with Thomas J. Keating and W. Brewster Deen, assignees of the mortgage mentioned in this cause and parties making said thereunder.

1927.	Cr:		
May 17:	By gross amount of the mortgage sale per reports filed, to wit: the sum of		\$2,000.00
	Dr:		
" "	To W. Brewster Deen and Thomas J. Keating, jr., parties making the sale, for their commissions per terms of mortgage, to wit: sum of	\$122.50	
	To do., for the court costs of this cause per bill of costs of the clerk as follows: Costs of B. H. Turner, clerk, paid him, \$18.75 Appearance fee of plaintiff's solicitor, <u>10.00</u>	28.75	
	To do., for the costs of advertising notice of sale, in Centreville Observer, per account receipted exhibited, to wit:	60.00	
	To do., for the costs of advertising in same paper the order nisi on the sale, per receipted account for same exhibited, to wit:	5.00	
	To do., for the costs of their bond for one year paid the corporate surety on the bond, per receipted account for same, to wit:	10.00	
	To do., for the amount paid J.E. Anthony for crying the sale, per his receipted account for same exhibited, to wit:	15.00	
	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 W. Brewster Deen and Thomas J. Keating, jr., assignees of the mortgage on account of their mortgage claim this balance which is not sufficient to pay the claim in full, to wit: the sum of	<u>\$1,751.25</u>	
		\$2,000.00	\$2,000.00

Statement of Mortgage Debt.

John W. Rochester and Deliah Rochester, his wife, to W. Brewster Deen and Thomas J. Keating, junior, assignees,

1927 May 17:	To amount of mortgage debt due on day of sale:	\$2,196.60
Cr:	By amount thereto applicable from sales made: per above account:	<u>1,751.25</u>
	To balance with interest thereon from day of sale:	\$ 445.35

Feb. 3, 1928.

Madison Brown, auditor.

NISI RATIFICATION OF AUDIT.

W. Brewster Deen and
Thomas J. Keating, Junior,
Assignees,

vs.

John W. Rochester and
Deliah Rochester, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2698.

ORDERED, This 4th. day of February, 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 6th. day of March, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of February 1928, in some newspaper printed and published in Queen Anne's County.

Filed February 4th. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed March 12th. 1928.

NISI RATIFICATION OF AUDIT.

W. Brewster Deen, Thomas J. Keating, Jr.,
Assignees,

vs.

John W. Rochester and Deliah Rochester, his wife.

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

Ordered, This 4th. day of February, 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 6th day of March, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 27th 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 February 4th. 1928.

THE CENTREVILLE OBSERVER,

Centreville, Md., March 7, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Rat. of Audit in the case of W. Brewster Deen, Thomas J. Keating, Jr., Assignees, vs. John W. Rochester, & Deliah Rochester, 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 27th day of Feb. in the year 1928.

Filed March 12th. 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

ORDER OF COURT RATIFYING AUDIT.

ORDERED, the 12th. day of March, in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that the within 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 W. Brewster Deen and Thomas J. Keating, Junior, Assignees, are hereby directed to apply the proceeds of sale as directed by the audit with a due proportion of interest as the same has been or may be received.

Filed March 12th. 1928.

Thomas J. Keating.

NO. 2702 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 21st. day of May, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:-

Thomas J. Keating, Jr.,
Assignee,

vs.

Harvey Gibbs and
Everline Gibbs, his wife,
Mortgagors.

In the Circuit Court for

Queen Anne's County,

In Equity.

Foreclosure of Mortgage.

T. E. Hackett Turner, Clerk:-

You will docket suit, as per above titling, for foreclosure of mortgage from Harvey Gibbs and Everline Gibbs, his wife, to E. S. Valliant, dated August thirtieth, nineteen twenty-two and recorded in Liber J. F. R. No. 9, folio 346 &c., a land record book for Queen Anne's County, and file in said suit a certified copy of said mortgage.

Thos. J. Keating, Jr.
Assignee.

CERTIFIED COPY OF MORTGAGE.

#9515. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the thirtieth day of August, in the year nineteen hundred and twenty two, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this seventeenth day of August, in the year nineteen hundred and twenty two, by and between Harvey Gibbs and Everline Gibbs, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and E. Stephens Valliant, of same place, trading as E. S. Valliant and Son, party of the second part.

WHEREAS, the said parties of the first part are jointly and severally indebted unto the E. Stephens Valliant, party of the second part who trades as E. S. Valliant & Son, in the full and just sum of Four Hundred Ninety Five Dollars and Sixty One Cents, for which they have drawn and passed unto him this day their joint and several promissory note dated on the First day of August, nineteen hundred and twenty two and payable to the order of the party of the second part by his trade name of E.S.Valliant & Son, in the amount of Four Hundred Ninety-five and 61/100 Dollars and payable one month after date at The Church Hill Bank of Maryland; and whereas the said parties of the first part desire to secure the payment of said note and each and every renewal thereof which shall hereafter be made, whether in whole or in part, and accepted by said party of the second part, and all interest and costs which thereon may accrue.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said Harvey Gibbs and Everline Gibbs, his wife, do hereby grant and convey unto the said E. Stephens Valliant, his heirs and assigns forever, in fee simple, all that lot or parcel of land called or known as "The Harvey Gibbs Property", situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, adjoining the lands of James Daniels, and those of George Wilson, and also the woodland of "John T. Jeffers, and more particularly described as follows, to wit: BEGINNING for the same at a stone in the southwest corner of the land hereby conveyed standing south forty seven degrees and one half of a degree west, from a white oak tree standing a corner for the lands of James Daniels and George Wilson, and running thence from said stone north forty seven degrees and one half of a degree east, twenty perches to a stone; thence south forty two degrees and one half of a degree east, twenty four perches to a stone; thence south forty seven degrees and one half of a degree west, twenty perches; thence north forty two degrees and one half of a degree west, twenty four perches to the place of beginning; being the same land granted unto the said parties of the first part as tenants by the entireties by John T. Jeffers and wife, by deed dated March 16, 1918, and recorded in Liber W.F.W. No. 11, fols. 414 &c., a land record book of said county; containing three acres of land, more or less.

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

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

PROVIDED, that if the said parties of the part, or either of them, the survivor of them, his or hers executors, administrators or assigns, shall well and truly pay to the said E. Stephens Valliant, his executors, administrators or assigns, the aforesaid promissory note above described and each and every renewal thereof which shall hereafter be made whether in whole or in part at the maturity of the same, 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 said

parties of the first part, their heirs and assigns, shall possess said property.

AND the said parties of the part hereby jointly and severally covenant 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 party of second part, 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 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 E. Stephens Valliant, his executors, administrators or assigns, or Madison Brown, of said county, attorney at law, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as the party selling may deem expedient, for cash or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to said parties of the first part 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 party of the second part, his executors, administrators or assigns, or Madison Brown, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all 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 Annes County, in Equity, and which said costs, expenses and commissions the said parties of the first jointly and severally covenant and for their heirs, executors, administrators and assigns hereby covenant to pay.

In testimony whereof the said parties of the first part do hereunto affix their names and seals the day and year first above written.

Test: Nelson J. Brown.

Harvey Gibbs (SEAL)

Everline Gibbs (SEAL)

State of Maryland, Queen Anne's 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 Maryland, in and for Queen Anne's County aforesaid, personally appeared Harvey Gibbs and Everline Gibbs, his wife, and they did each acknowledge the foregoing mortgage to be their respective act.

In testimony whereof I hereunto subscribe my name and affix my seal Notarial day and year first above written.

Notary
Public
Seal.

Nelson J. Brown
Notary Public.

State of Maryland, Queen Anne's 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 Maryland, in and for said Queen Anne's Co., personally appeared E. Stephens Valliant, trading as E. S. Valliant and Son, and did make oath in due form of law that the consideration stated in the foregoing Mortgage is true and bona fide as therein set forth.

have
In testimony whereof I hereunto subscribed my name and affixed my seal Notarial the day and year first above written.

Notary
Public
Seal.

Nelson J. Brown.

Notary Public.

Queen Anne's County, to wit: Be it remembered that on the twenty-first day of May, in the year 1927, the following Assignment was brought to be recorded, to wit:

I hereby transfer and assign the within and foregoing Mortgage unto Thomas J. Keating, Jr., for the purpose of foreclosure and collection.

Witness my hand and seal this eighteenth day of May in the year nineteen hundred and twenty seven.

Test: Verna Mears.

E. Stephens Valliant (seal)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. No. 9, fol. 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, this 21st. day of May, A. D. Nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of June, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to-wit:-

KNOW ALL MEN BY THESE PRESENTS, that Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as principal, and the Fidelity and Deposit Company of Maryland, a body corporate, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of five hundred dollars (500), to be paid to the State of Maryland, 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 seventeenth day of June, in the year nineteen hundred and twenty seven.

WHEREAS, the above bounden, Thomas J. Keating, Jr., by virtue of the power of sale contained in a mortgage from Harvey Gibbs and Everline Gibbs, his wife, to E. Stephens Valliant, dated August seventeen, nineteen hundred and twenty two, and recorded in Liber J.F.R., No. 9, folio 346, a land record book for Queen Anne's County, is about to make sale of the mortgaged premises, Thomas J. Keating, Jr. being assignee for collection of the mortgage debt.

Now, therefore, the condition of the above obligation is such that if the above bounden Thomas J. Keating, Jr., assignee, shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof then this obligation shall be void; otherwise to remain in full force and virtue in law.

Test: Mabel Y. Shaw.

Seal's
Place.

Thos. J. Keating, Jr. (Seal)
Fidelity and Deposit Company
of Maryland.
By J.F. Rolph,
Atty. in fact.

And on the back of the foregoing bond was thus endorsed, to wit:-
Security approved and Bond filed June 17th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, folio 309, 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 17th. day of June, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed June 22nd. 1927.

Thomas J. Keating, Jr.,
Assignee,

vs.

Harvey Gibbs and
Everline Gibbs, his wife,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,

In Equity.

REPORT OF SALE.

To the Honorable, the Judges of said Court:-

This report of sale made by Thomas J. Keating, Jr., Assignee for collection of a mortgage from Harvey Gibbs and Everline Gibbs, his wife, to E. Stephens Valliant, dated the seventeenth day of August, nineteen twenty two, and recorded in Liber V. F. W. No. 9, folio 346, etc., a land record book for Queen Anne's County, respectfully shows unto your Honors:

That under and by virtue of the power of sale contained in the aforesaid mortgage the said Thomas J. Keating, Jr., Assignee, after default had occurred thereunder, and after docketing suit in the Circuit Court of Queen Anne's County, In Equity, and filing in said suit a certified copy of said mortgage and assignment, and after filing a bond in the penalty of five hundred dollars (\$500.00), conditioned as provided by law and approved by the Clerk of said court, did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, June twenty first, nineteen twenty seven, between the hours of one and two o'clock P.M. and did then and there offer at public sale to the highest bidder all the property described in and conveyed by the aforesaid mortgage upon the terms and conditions set forth in the advertisement of sale and with the additional condition announced at the time of sale that the purchaser should pay the taxes for the year nineteen twenty seven, said advertisement of sale having been inserted in the Centreville Record for more than 20 days prior to the date of sale.

As there was only one bid on the property, same being in the amount of one hundred and fifty dollars, (\$150.00), by the mortgagee, the property was sold to E. Stephens Valliant, assignee feeling that this was all that could be obtained for the property. As the purchased price of the property was less than the mortgage debt and same was sold to the mortgagee, no purchase money was paid.

Respectfully submitted,

Thos. J. Keating, Jr.

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

This is to certify that on this 22nd. day of June, in the year nineteen hundred and twenty-seven, before the subscriber, Clerk of the Circuit Court in and for the County aforesaid, personally appeared the above named Thomas J. Keating, Jr., Assignee, 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 June 22nd. 1927.

MORTGAGE SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power of sale contained in the mortgage from Harvey Gibbs and Everline Gibbs, his wife, to E. Stephens Valliant, dated the seventeenth day of August, nineteen hundred and twenty two, to Thomas J. Keating, Jr., assignee for purpose of foreclosure and collection, said mortgage and the assignments thereof being recorded in Liber J. F. R. No. 9, folio 346 etc., a land record book for Queen Anne's County, the undersigned assignee for collection will offer at public sale to the highest bidder in front of the Court House in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, JUNE 21, 1927, between the hours of one and two o'clock, the property described in and conveyed by said mortgage, consisting of:

ALL THAT LOT OR PARCEL OF LAND, called or known as "The Harvey Gibbs Property", situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, adjoining the lands of James Daniels, and those of Geo. Wilson, and also the woodland of John F. Jeffers, containing 3 ACRES OF LAND, more or less.

The improvements thereon consist of a modern FRAME BUNGALOW, of 4 rooms.

TERMS OF SALE:- One half 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 person or persons making the sale, or all cash at the option of the purchaser. Title papers at the expense of the purchaser.

THOMAS J. KEATING, JR.,
Assignee for Collection.
J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., June 21, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgage Sale in the case of Thomas J. Keating, Jr. vs. Gibbs, 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 June, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed June 22nd. 1927.

By Lida Hopkins.

N I S I.

Thomas J. Keating, Jr.,
Assignee,

vs,

Harvey Gibbs and
Everline Gibbs, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2702.

ORDERED, This 22nd. day of June, A . D., 1927, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of August, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 25th day of July next.

The Report states the amount of sales to be \$150.00.

Filed June 22nd. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT ORDER NISI.
Filed Aug. 19th. 1927.

ORDER NISI.

Thomas J. Keating, Jr., Assignee,

vs.

Harvey Gibbs and Everline Gibbs, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2702.

Ordered, This 22nd. day of June, A.D., 1927, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 25th day of July next.

The Report states the amount of sales to be \$150.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed June 22nd. 1927.

STATEMENT OF MORTGAGE DEBT.
Filed Aug. 20th. 1927.

Thomas J. Keating, Jr.,
Assignee,

vs.

Harvey Gibbs and
Everline Gibbs, his wife,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Statement of Mortgage debt.

This is to certify that on this 20th. day of _____, before me, the undersigned, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared E. Stephens Valliant, trading as E. S. Valliant and Son, Mortgagee, and made oath in due form of law that the following is a true and just statement of the mortgage debt due and owed unto him under a certain mortgage from Harvey Gibbs and Everline Gibbs, his wife, to E. Stephens Valliant dated August seventeenth, nineteen twenty two, and recorded in Liber J. F. R. No. 9, folio 346 &c.

Witness my hand and notarial seal the day first above written.

Notary
Public
Seal.

W. L. Holton, Jr.
NOTARY PUBLIC.

Principal amount of mortgaged debt as represented by a renewal promissory note dated July 17th. 1925, payable two months after date,	\$346.00
Interest on above note from July 17th. 1925,	39.79
Taxes for the year nineteen hundred and twenty six paid by Mortgagee.	28.60
	\$414.39

E. Stephens Valliant.

FINAL ORDER RATIFYING SALE.

IN CHANCERY, the 27th. day of August, in the year nineteen hundred and twenty seven.

It is, by the Circuit Court for Queen Anne's County, in Equity, ordered that the sale within reported by Thomas J. Keating, Jr., Assignee, 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 directed by the order nisi. The Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produced vouchers for to the Auditor.

Filed Aug. 29th. 1927.

Lewin W. Wickes.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed Feb. 17th. 1928 .

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

Thomas J. Keating, jr.,
Assignee,

vs.

Harvey Gibbs and
Everline Gibbs, his wife,
Mortgagors.

Cause No. 2702.

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 proceeds of this cause that the sale made and reported in this cause did not produce enough to pay the costs of the sale and the mortgage debt.

That he has stated the within account by first charging Thomas J. Keating, junior, with the gross amount of the sale reported by him and then by allowing him thereout his commissions for making the sale per terms of the mortgage, costs of advertising notice of

sale and order nisi thereon, charges of auctioneer for crying sale, the cost of the bond filed herein and the court costs for which the vendor produced his vouchers, costs of advertising the nisi to be passed as to this account and the fee of the auditor.

That the balance of the sale remaining after these allowances is not sufficient to pay the mortgage debt due on the day of the sale as stated and is in the within account distributed unto the assignee of the mortgage.

That below the account is appended a statement showing the balance due by the mortgagors after application of said balance on the mortgage debt.

Respectfully submitted.

February 17th, 1928.

Madison Brown
auditor.

Cause 2702.

The proceeds of the sale of the mortgaged real estate of Harvey Gibbs and Everline Gibbs, his wife, in account with Thomas J. Keating, junior, assignee of the mortgage under which the sale was made, person making the sale.

Cr.

June 21, 1927.

By the amount of the gross sale made in this cause per report of sale filed, to wit: the sum of	\$150.00
---	----------

Dr.

To Thomas J. Keating, junior, assignee, person making the sale, for his commissions for so doing, per terms of mortgage, the sum of	\$10.50	
To do., for the costs of advertising the sale and the order nisi thereon in the Centreville Record, per account for same receipted, exhibited, to wit: the sum of	36.61	
To do., for the amount paid J. Elmer Anthony for crying the sale, per account for same receipted, exhibited, to wit: the sum of	5.00	
To do., for the costs of his bond with corporate surety thereon filed herein per receipt for same exhibited, to wit: the sum of	5.00	
To do., for the costs of this cause paid by him per bill of costs of clerk as follows: Costs of B. H. Turner, clerk, \$18.75 Appearance fee, plaintiff's solicitor, <u>10.00</u>	28.75	
To do., for the costs of advertising the order nisi to be passed as to this account, sum of	3.00	
To Madison Brown, auditor, for stating this account the sum of	4.50	
To Thomas J. Keating, junior, assignee of mortgage, on account of his mortgage claim, this balance, to wit: the sum of	<u>\$56.64</u>	
	\$150.00	\$150.00

Statement of Debt.

Harvey Gibbs and Everline Gibbs, his wife, To Thomas J. Keating, junior,	Dr.
To amount of mortgage debt due on the day of the sale above mentioned per statement filed, to wit: the sum of	\$414.39
By amount applicable thereto from above sale account, sum of	<u>56.64</u>
To balance due bearing interest from June 21, 1927, sum of	\$357.75

February 17, 1928.

Madison Brown, auditor.

NISI RATIFICATION OF AUDIT.

Thomas J. Keating, Junior,
Assignee,

vs.

Harry Gibbs and
Everline Gibbs, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2702.

ORDERED, This 17th. day of February, 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 23rd. day of March, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 15th. day of March, 1928, in some newspaper printed and published in Queen Anne's County.

Filed March 17th. 1928.

B. HACKETT TURNER, Clerk.

CHANCERY NO. 2603;

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the second day of June, in the year nineteen hundred and twenty five, the following Order to Docket Suit was filed for record; to wit:-

Herbert E. Perkins, Atty. : In the Circuit Court for
 vs. : Queen Anne's County,
 Wm. H. Fogwell and : Maryland,
 Mary Catherine Fogwell. : In Equity, No.

Mr. Hackett Turner, Clerk:

Please docket case as above entitled; record assignment of mortgage from Crow, Executrix to Herbert E. Perkins, Attorney, make certified copy of mortgage, approve bond, and enter my appearance for the Plaintiff.

Herbert E. Perkins
 Atty. for the Plaintiff.

CERTIFIED COPY OF MORTGAGE & ASSIGNMENT.

#7416. QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the ninth day of December, in the year nineteen hundred and nineteen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 9th. day of December, in the year nineteen hundred and nineteen by and between William H. Fogwell and Mary Catherine Fogwell, his wife, mortgagors, of Queen Anne's County, State of Maryland, of the one part, and The J. Waters Russell Realty Company, a body corporate under the laws of the State of Maryland, mortgagee, of the other part. WHEREAS, the said mortgagors are justly indebted unto said mortgagee in the full sum of Two Thousand Dollars (\$2,000.00), (being money loaned and advanced by said Mortgagee to said Mortgagors) which said sum and the interest thereon the said mortgagors hereby agree to pay to the said mortgagee, four years from this date, with interest at 6% per annum payable semi-annually. And the mortgagee agrees to accept any payment of \$100. or multiples thereon on said principal at any interest bearing date said payments to reduce the interest bearing indebtedness. 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 William H. Fogwell and Mary Catherine Fogwell do grant unto the said The J. Waters Russell Realty Company, its successors or assigns, in fee simple, all that piece or parcel of ground situate, lying and being in 2nd. Election District of Queen Anne's County, aforesaid, and consisting of three separate tracts, designated as numbers 1, 2 and 3, and situated in what is termed "Upper Church Hill", and at the apex formed by the union or junction of the State Road with the road branching therefrom and running to "I.B." and said three lots comprising about 1½ acres of land, more or less, and adjoining the lands of Mrs. William P. Sparks, William L. Taylor, et al, and being moreover all those tracts and pieces of land fully described in a deed bearing even date herewith, from Annie M. Sheats and George F. Sheats to the aforesaid William H. Fogwell, which deed having been duly executed and acknowledged is filed to be recorded immediately prior to this instrument of writing, reference to which deed is to be made among the Land Records for Queen Anne's County aforesaid, for a more complete description of the lands 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. 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 pass to the purchaser of said property.

TO HAVE AND TO HOLD the aforesaid piece or parcel of ground and premises unto and to the proper use and benefit of The J. Waters Russell Realty Company, its successors and assigns forever. PROVIDED, that if the said William H. Fogwell and Mary Catherine Fogwell, for themselves, their heirs, executors, administrators or assigns, shall pay said principal sum and interest as above stipulated, including five per cent commission for collecting any payment 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 William H. Fogwell and Mary Catherine Fogwell, 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 mortgagors, 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 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 Wm. E. Russell, Jr., of Chestertown, Maryland, its attorney or agent, is hereby

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, 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 of the said mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said 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 said mortgagors or any of them, then the said mortgagors, for themselves and for their heirs, personal representatives and assigns do hereby further covenant 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 herein before 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 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 The J. Waters Russell Realty Company, its successors or assigns, to the extent of its 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 its successors or assigns hereunder any insurance premium or charges on any property covered by this mortgage paid by the said mortgagee or its successors 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 may be depreciated or lessened in value.

Witness our hands and seals.

Test: Ezekiel M. Forman.

William H. Fogwell (SEAL)

Mary Catherine Fogwell (SEAL)

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

I hereby certify that on this 9th. day of December, in the year nineteen hundred and nineteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William H. Fogwell and Mary Catherine Fogwell, his wife, and each acknowledged the foregoing mortgage to be their respective act.

Ezekiel M. Forman
Justice of the Peace.

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

I hereby certify that on this 9th. day of December, in the year nineteen hundred and nineteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared J. Waters Russell, President of the J. Waters Russell Realty Company, and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

Ezekiel M. Forman
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the twenty second day of January, in the year nineteen hundred and twenty, the following Assignment was brought to be recorded, to wit:-

"For value received, the J. Waters Russell Realty Company hereby assigns the within mortgage to Ella S. Crow, Executrix. As witness the seal of the J. Waters Russell Realty Company, and the signature of J. Waters Russell, the President thereof, this 19th. day of January, A. D. 1920.

Test: L. R. Russell.

Seal's
Place.

The J. Waters Russell Realty Company,

By J. Waters Russell, President.

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 collection, I hereby assign the within and foregoing mortgage to Herbert E. Perkins, attorney.

As witness my hand and seal this 1st day of June, 1925.

Witness: Mary E. Anderson.

Ella S. Crow (SEAL)
Executrix of Owen
B. Crow, deceased.

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

I hereby certify that the foregoing Mortgage and Assignments were truly taken and copied from Liber J.F.R. No. 3, folio 384, 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 2nd. 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 second 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, Herbert E. Perkins, of Chestertown, Kent County, Maryland, Principal, and The Fidelity and Deposit Company of Maryland, Baltimore, Maryland, Surety, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand five hundred (\$2,500) dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd. day of June, 1925.

WHEREAS, Wm. H. Fogwell and Mary K. Fogwell, his wife, gave a Mortgage to The J. Waters Russell Realty Company, dated December 9th. 1919, recorded in Liber J.F.R. No. 3, folio 384, in which power was given to foreclose upon default in the mortgage.

AND WHEREAS, assignment of said mortgage was made by The J. Waters Russell Realty Company to Ella S. Crow, Executrix, dated January 19th. 1920, which said assignment was recorded in J.F.R. No. 3, folio 387, and whereas the said Crow, executrix, assigned the said mortgage to Herbert E. Perkins, attorney for collection, on June 1st. 1925, which said assignment is recorded in Liber J.F.R. No. 3, folio 38.

AND WHEREAS, there has been default under said mortgage in payment of both principal and interest, and foreclosure proceedings have been instituted under said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if/above bounden, Herbert E. Perkins, attorney, does 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:
Mary E. Anderson.

Seal's
Place.

Herbert E. Perkins. (SEAL)
Fidelity and Deposit Co. of Maryland.
By Herbert E. Perkins. (SEAL)
Atty. in fact.

And on the back of the foregoing bond was thus endorsed, to wit:- Security approved and Bond filed June 2nd. 1925.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 159, 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 June, in the year 1925.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Sept. 2nd. 1926.

Herbert E. Perkins, : In the Circuit Court for
Atty. for collection, :
vs. : Queen Anne's County.
Wm. H. Fogwell and : In Equity. No.
Mary Catherine Fogwell. :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Herbert E. Perkins, Attorney for Collection, of sale made under power contained in mortgage from Wm. H. Fogwell and Mary Catherine Fogwell, his wife, to J. Waters Russell Realty Company, dated December 9th. 1919, and recorded in Liber J.F.R. No. 3, Folio 384, and afterwards assigned to Herbert E. Perkins, Attorney for Collection, on June 1st. 1925.

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 giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Centreville Record", a weekly newspaper published in Queen Anne's County, for at least three successive weeks before the day of sale, he did, pursuant to said notice attend at Centreville, Maryland, on the 27th. day of June, 1925, at 2:30 o'clock P.M. and then and there proceeded to sell said property in manner following, that is to say:

Herbert E. Perkins, Attorney, offered at public sale to the highest bidder the property mentioned in said mortgage, consisting of

All that house and lot situated in Church Hill, Queen Anne's County, Maryland, containing one and one-half acres of land, more or less, and adjoining the lands of Mrs. Wm. P. Sparks, Wm. L. Taylor and others.

Not having received an adequate bid the same was withdrawn and announcement made that it could be purchased from him at private sale.

That since then he has made diligent effort to sell same, and the highest offer he has received is the sum of Nineteen hundred (\$1900.00) dollars, from Thomas W. Warfield, which he accepted, and the terms of sale have been complied with.

Respectfully submitted,

Herbert E. Perkins
Atty. for Collection.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 1st. day of September, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Atty, for collection, 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.

Notary
Public
Seal.

Mary A. Pennington, formerly

Mary E. Anderson
Notary Public.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
FILED Sept. 2nd. 1926.

MORTGAGEE'S SALE OF HOUSE AND LOT
IN CHURCH HILL, QUEEN
ANNE'S COUNTY, MD.

Under and by virtue of power of sale contained in a mortgage from Wm. H. Fogwell and Mary Katherine Fogwell, his wife, to J. Waters Russell Realty Company, dated December 9th. 1919, and recorded in Liber J. F. R. No. 3, folio 394, and afterwards assigned to Herbert E. Perkins, Attorney, for collection, on June 1st, 1925, which said assignment is recorded in Liber J.F.R. No. 3, folio 387 etc., in the Land Record Books of said Queen Anne's County, the undersigned will offer at public sale in front of the Church Hill Bank, Church Hill, Queen Anne's County, Maryland, on SATURDAY, JUNE 27, 1925, commencing at 2.30 o'clock P.M.,

ALL THAT HOUSE & LOT, situated in Church Hill, Queen Anne's County, Maryland, containing One and One-Half acres of land, more or less, and adjoining the lands of Mrs. Wm. P. Sparks, Wm. L. Taylor and others, and recently occupied by the said Wm. H. Fogwell, improved by a GOOD FRAME DWELLING and other buildings, and conveniently located.

TERMS OF SALE:- One-third of the purchase price to be paid in cash on day of sale, and balance in two equal installments, payable in six and twelve months from day of sale; all unpaid purchase money to bear interest from day of sale, and to be secured to the

satisfaction of the undersigned.

All title papers, including revenue stamps at the cost of the purchaser.

HERBERT E. PERKINS,
ATTORNEY.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., SEPT. 2nd. 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of H. E. Perkins, Atty. vs. Wm. H. Fogwell, et __, 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 27 day of June, in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I.

Herbert E. Perkins, Atty,	(	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Wm. H. Fogwell,	(	IN EQUITY.
Mary Catherine Fogwell.	)	Chancery No. 2603.

ORDERED, This 2nd. day of September, A. D., 1926, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Atty., 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 \$1900.00.

Filed Sept, 2nd. 1926.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT ORDER NISI.

ORDER NISI.

Herbert E. Perkins, Attorney,
vs.
Wm. H. Fogwell, Mary Catherine Fogwell.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2603.

Ordered, This 2nd. day of September, A. D., 1926, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Attorney, 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 \$1900.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, CLERK.
Filed Sept. 2nd. 1926.

THE CENTREVILLE RECORD.

CENTREVILLE, Md., Jan. 19, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of H. E. Perkins, Atty. vs. Wm. H. Fogwell & Mary Catherine Fogwell, 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 11th day of Oct. in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

Order of Court recorded
hereby by mistake.

FINAL ORDER OF RATIFICATION.

Ordered, by the Circuit Court for Queen Anne's County, In Equity, this 30th. day of March, 1927, that the sale made and reported by Herbert E. Perkins, 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 Herbert E. Perkins, Atty. is allowed the usual commissioners and such proper expenses as he shall produce vouchers for to the Auditor.

Filed Mar. 30th. 1927.

Thomas J. Keating.

PETITION TO SUBSTITUTE PURCHASER.
Filed Jany. 19th. 1927.

Herbert E. Perkins,) In the Circuit Court for
Assignee & Attorney, (Queen Anne's County, Md.

) In Equity, No. 2603.
 (
Wm. H. Fogwell and wife.)

To the Honorable, the Judges of said Court:-

The Petition of Herbert E. Perkins, Attorney for Collection, respectfully represents:-

FIRST.

That he filed a Report of Sale of the property mentioned in these proceedings made to T. W. Warfield, September 1st. 1926, at and for the sum of \$1900.00), the said Warfield having paid on account of said purchase money the sum of \$100.00.

SECOND.

That since that time the said Warfield on account of change of circumstances in writing forfeited the down payment and disavowed the purchase, as will appear by letter of the said Warfield, dated September 22nd., 1926, and filed herewith.

THIRD.

That since then your Petitioner has diligently endeavored to get in communication with the said Warfield for the purpose of having the Mortgagee substituted as the purchaser, but is unable to locate him. Ella S. Crow, the mortgagee, is willing to be substituted as purchaser in the place of the said Warfield.

Your Petitioner therefor prays that an Order be passed, substituting Ella S. Crow, the Mortgagee, as purchaser, in the place of the said T. W. Warfield.

As in duty bound, etc.,

Herbert E. Perkins
Atty. for Collection.

The letter which should follow
the above should be recorded on
the next page.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 15 day of January, 1927, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Atty. for collection, and made oath in due form of law that the matters and things in the foregoing Petition are true and correct to the best of his knowledge and belief.

The letter which
should follow the
above Petition is
recorded on next page.

Notary
Public
Seal.

Mary A. Pennington, formerly

Mary E. Anderson
Notary Public.

Having read the foregoing Petition I hereby consent to be substituted as purchaser in the place of the said T. W. Warfield.

Ella S. Crow
Mortgagee.

ORDER OF COURT

On the foregoing Petition, Affidavit, letter and consent of the Mortgagee, it is ordered this 17th. day of January, 1927, by the Circuit Court for Queen Anne's County, in Equity, that Ella S. Crow be substituted as the purchaser in the place of T. W. Warfield, of the property mentioned in these proceedings.

Filed Jany. 19th. 1927.

Lewin W. Wickes

LETTER.

Centreville, Md.
Sept. 22nd. 1926.Herbert Perkins, Esq.,
Chestertown, Md.

Dear Mr. Perkins:-

Confirming my personal interview with you, I am willing to forfeit the down payment of \$100.00 paid you on the place in Church Hill. Not infrequently (as I know from experience) the seller returns the forfeit where the purchaser feels obliged to forego the transaction. The usual procedure in Baltimore County, however, is for the buyer to forfeit the down payment. This, as I say, I hereby do in the present case, and feel every assurance it will be regarded by the owner to be fair as I consider it to be proper. You have no doubt clearly explained my situation and reported my regrets expressed to you that I cannot take the property. With kind personal regards to you, I am

Very truly yours,

T. W. Warfield.

CERTIFIED COPY OF PETITION TO
ASSIGNMENT CERTAIN MORTGAGE AND
ORDER OF COURT THEREON IN THE ESTATE
OF OWEN B. CROW, deceased.
Filed Mar. 30th. 1927.

IN RE: : In the Orphans' Court of
Estate of : Kent County, Maryland.
Owen B. Crow, deceased. :

To the Honorable, the Judges of said Court:-

The Petition of Ella S. Crow, respectfully represents:-

FIRST:

That she duly qualified as Executrix in the above entitled case.

SECOND

That she had passed her First and Final Administration Account by the said Court in August 1920.

THIRD.

That part of the assets of the Estate, to wit, the sum of \$2000.00 was invested in a mortgage from Wm. H. Fogwell and wife to the J. Waters Russell Realty Company, dated December 9th. 1919, and recorded in Liber J.F.R., No. 3, folio 384, one of the Land Record Books for Queen Anne's County, Maryland, which said mortgage was assigned by the J. Waters Russell Realty Company to Ella S. Crow, by assignment dated January 19th. 1920, said assignment being recorded in Liber J.F.R., No. 3, folio 387, etc.

FOURTH

That said mortgage being in arrear an assignment of same was made to Herbert E. Perkins, attorney for collection, which assignment was dated June 1st. 1925, and recorded June 2nd., 1925, in Liber J.F.R. No. 3, folio 387.

FIFTH .

That under and by virtue of said assignment foreclosure of said mortgage was made, and sale made which has been duly reported to the Circuit Court for Queen Anne's County, Maryland, in Equity, No. 2603, in case entitled Herbert E. Perkins, Attorney for collection, vs. Wm. H. Fogwell and Mary Catherine Fogwell.

Wherefor your Petitioner prays for Order of this Honorable Court authorizing, ratifying and confirming said assignment of said mortgage by your Petitioner as Executrix to the said Herbert E. Perkins, Attorney for Collection.

As in duty bound, etc.,

Ella S. Crow.

Executrix of Owen B. Crow.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 25 day of January, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Ella S. Crow, and made oath in due form of law that the matters and things in the foregoing Petitioner are true and correct to the best of her knowledge and belief.

NOTARY

Mary A. Pennington, formerly

SEAL
PLACE.Mary E. Anderson,
Notary Public.

ORDER OF COURT

Upon the foregoing Petition and Affidavit it is ordered this 8th day of February, 1927, by the Orphans' Court for Kent County, Maryland, that the assignment of mortgage made by Ella S. Crow, Executrix, to Herbert E. Perkins, Attorney for Collection, dated June 1st. 1925, and recorded June 2nd. 1925, in Liber J.F.R. No. 3, folio 387, a Land Record Book for Queen Anne's County, Maryland, be ratified and confirmed as prayed in said Petition.

Edward A. Scott

J. Henry Thompson

James H. Groves

Judges of Orphans' Court.

STATE OF MARYLAND, Kent County, Sct;

The Subscriber, Register of Wills in and for Kent County, doth hereby certify that the foregoing is a true copy of the Petition for assignment of mortgage and Order of Court thereon in the Estate of Owen B. Crow, deceased, recorded in Liber "PROCEEDINGS OF THE ORPHANS' COURT", S.G.C. No. 2, folio 232, etc., as the same remains on file and of record in this office.

Seal's
Place:

IN TESTIMONY WHEREOF I hereunto set my hand and affix the seal of this office this 9th. day of February, 1927.

S. G. Caldwell

Register of Wills.

CERTIFICATE OF LETTERS.
Filed Mar. 30th. 1927.

KENT COUNTY, SC :

THE SUBSCRIBER, REGISTER OF WILLS FOR KENT COUNTY,

STATE OF MARYLAND,

doth hereby certify that it appears by the records in h&s office, that letters of administration of all goods, chattels and credits and personal estate of Owen B. Crow, late of Kent County, deceased, was on the 30th day of December, in the year of our Lord Nineteen Hundred and Nineteen, granted and committed unto Ella S. Crow, the Executrix by the last will and testament of said deceased, who filed his bond in the penal sum of Two Hundred Dollars (\$200.00), with security approved by the Orphans' Court for said county.

Seal's
Place:

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal this 9th. day of February, A. D. 1927.

TEST: S. G. Caldwell
Register of Wills.

STATEMENT OF MORTGAGE DEBT.
Filed Mar. 30th. 1927.

Herbert E. Perkins, Atty. for Collection,	:	In the Circuit Court for
	:	
vs.	:	Queen Anne's County, Md.
	:	
Wm. H. Rogwell, and wife.	:	In Equity, No. 2603.

STATEMENT OF MTGE. DEBT.

Principal of Mortgage, dated Dec. 9th. 1919,	\$2,000.00
Int. from Dec. 9th. 1924, to June 27th, 1925,	66.00
	<u>\$2066.00</u>

Herbert E. Perkins
Atty. for Collection.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 25 day of January, 1927, before me, the subscriber,

a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Atty. for Collection, and made oath in due form of law that the above Statement of mtge. debt is true and correct to the best of his knowledge and belief.

Notary
Public
Seal.

Mary A. Pennington, formerly

Mary E. Anderson
Notary Public.

FINAL ORDER OF RATIFICATION.

Ordered, by the Circuit Court for Queen Anne's County, In Equity, this 30th. day of March, 1927, that the sale made and reported by Herbert E. Perkins, 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 Herbert E. Perkins, Atty. is allowed the usual commissioners and such proper expenses as he shall produce vouchers for to the Auditor.

Filed Mar. 30th. 1927.

Thomas J. Keating.

NO. 2704 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 31st. day of May, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was brought to be recorded, to wit:-

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

Madison Brown, attorney named in mortgage,
 versus Cause No.
 Joseph B. Taylor and Sarah R. Taylor,
 his wife, Mortgagors.

To B. H. Turner, clerk:

Docket suit in accordance with the above titling.

File therein certified copy of mortgage from defendants to Madison Brown, dated May 22, 1918, and recorded in Liber J. F. R. No. 1, fol. 48, record book of your office, and of assignments thereof.

Note: one assignment is by a deed from Madison Brown to James G. Murphy.
 Filed therein the accompanying bond conditioned for the foreclosure of said mortgage.
 Enter my appearance for the defendants.

Madison Brown.

CERTIFIED COPY OF
 MFG. & ASSIGNMENTS.

#6499. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of June, in the year nineteen hundred and eighteen, the following MORTGAGE with ASSIGNMENT was brought to be recorded, to wit:-

THIS MORTGAGE, Made this Twenty second day of May, in the year nineteen hundred and eighteen, by Joseph B. Taylor and Sarah R. Taylor, his wife, parties of the first part, and Madison Brown, party of the second part, all being of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Joseph B. Taylor and Sarah R. Taylor, his wife, are jointly and severally indebted unto the said Madison Brown in the full sum of four thousand dollars, cash loaned and advanced by him to them, it being hereby agreed by and between the parties to this mortgage that the re-payment of said sum and the payment of the interest thereon shall be made in the manner following, to wit:-

three thousand and three hundred dollars (\$3,300.00) shall be repaid at the expiration of five years from the date of this mortgage, and interest on said sum of three thousand and three hundred dollars shall be paid during said period of time from the date of this mortgage semi-annually; seven hundred dollars (\$700.00) of said debt shall be repaid at the expiration of two years from the date of this mortgage, and interest on said sum of seven hundred dollars shall be during said period of time from the date of this mortgage semi-annually; it is further agreed by and between the parties hereto that the said parties of the first part shall have the right and privilege to pay in full said sum of three thousand and three hundred dollars at the expiration of three years from the date of this mortgage or at any interest paying period maturing after the expiration of three years from the date of this mortgage.

And whereas said sum was loaned upon the condition precedent that the debt hereby secured and loaned as aforesaid, and the interest thereon to accrue and be paid as aforesaid, should be secured by this mortgage.

NOW THIS MORTGAGE WITNESSETH:- That in consideration of the premises and the sum of one dollar, the said Joseph B. Taylor and Sarah R. Taylor, his wife, do hereby grant and convey unto the said Madison Brown, his heirs and assigns, forever, in fee simple, ALL that farm or tract of land called or known as "The Frank Meeds Farm", "The Hart Farm", "The George Hart Farm", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from Price Station on the Queen Annes and Kent Railroad by the Marker Farm and by the Appleford Farm to Slider's Shops and to the State Road from Roberts to Ingleside, adjoining the other land of the said Joseph B. Taylor, the land of Bernard Appleford, the land of J. Howard Rochester, and containing two hundred and twenty three acres, one rood and twenty five perches of land, more or less; being composed of two lots or parcels of land, one called "The Reed Farm", and the other called "Pocket Field", reduced in to the one farm or tract mentioned and called as above; being the same land granted and conveyed unto the said Joseph B. Taylor and Sarah R. Taylor by the said Madison Brown, 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 the same can be recorded immediately preceding the record of this mortgage, which is given to secure a part of the purchase money mentioned in the deed referred and paid by the said parties of the first part unto said party of the second part for said land. Reference is hereby made for a more particular description of said land to said said deed and the references therein 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 Joseph B. Taylor and Sarah R. Taylor, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Madison Brown, his executors, administrators or assigns, the aforesaid sum of four thousand dollars, when the same shall become due and payable, as above set forth, and the interest thereon to accrue and be paid as above set forth when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said parties of the first part, their heirs and assigns, shall possess said property.

AND the said Joseph B. Taylor and Sarah R. Taylor, jointly and severally covenant, and for their and each of their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby 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 party of the second part, 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 Madison Brown, his executors, administrators or assigns, or MADISON BROWN, Attorney at Law, of Centreville, Queen Anne's County aforesaid, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said parties of the first part 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 Madison Brown, his executors, administrators or assigns, or MADISON BROWN, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all 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 parties of the first part, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

In witness whereof the said parties of the first do hereunto subscribe their names and affix their seals the day and year first hereinbefore written.

Test: Nelson J. Brown.

JOSEPH B. TAYLOR (SEAL)

SARAH R. TAYLOR (SEAL)

State of Maryland, Queen Anne's County, Sct: I hereby certify that on this 22nd. day of May, in the year nineteen hundred and eighteen, 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 Joseph B. Taylor and Sarah R. Taylor, his wife, the within and above named mortgagors, and each did acknowledge the aforegoing mortgage to be their respective act.

In witness whereof I do hereunto subscribe my name and affix my seal notarial the day and year first hereinbefore written.

Notary
Public
Seal.

Nelson J. Brown
Notary Public.

State of Maryland, Queen Anne's County, Sct: I hereby certify that on this thirty first day of May, in the year nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Madison Brown, the within named mortgagee, and he did make oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

J. McK. Tilghman,
Justice of the Peace.

For value received, I hereby assign and transfer the within and aforegoing mortgage, to the extent of the sum of \$3300.00, (meaning to assign that part of the debt secured by said mortgage named to mature five years after date), to draw interest from date of mortgage, unto Josephine A. Morgan, and I hereby agree that in the event that a foreclosure of said mortgage should take place before the payment of that part of the debt not hereby assigne (to wit: \$700.00), that that part of the debt hereby assigned shall have priority of payment over that part of the debt not hereby assigned. I make this assignment in manner above set forth in order that said Josephine A. Morgan may have a first mortgage lien on the property described in said mortgage.

Witness my hand and seal this first day of June, nineteen hundred and eighteen.

Test: Delha Dancy Brown.

Madison Brown (SEAL)

Be it remembered that on the twenty fourth day of July, in the year nineteen hundred and twenty three, the following Assignments were brought to be recorded, to wit:-

I, Frederick W. Beatty, Executor of Joseph A. Morgan, deceased, mentioned in the assignment made above of the aforegoing mortgage, do hereby acknowledge to have received of Joseph B. Taylor, mortgagor named in said mortgage, the sum of eight hundred dollars on account of the principal mortgage debt assigned to said Joseph A. Morgan, and also all interest on said debt due to her to the date of this receipt, so that there is now due to the estate of said Josephine A. Morgan, the principal sum of twenty five hundred dollars, with interest from this 24th. day of July, 1923, and I do hereby release the within and aforegoing mortgage to the extent of eight hundred dollars and interest to the date hereof, but I do not release the said mortgage to any greater extent or for any other reason.

Witness my hand and seal this 24th. day of July, nineteen hundred and twenty three.

Test: Madison Brown.

Frederick W. Beatty (SEAL)
Executor of Josephine A. Morgan,
deceased.

Joseph B. Taylor.

In consideration of the sum of twenty five hundred dollars, the amount now due to me under and by the within and aforegoing mortgage, I, Frederick W. Beatty, Executor of Josephine A. Morgan, deceased, pursuant to the order of the Orphan's Court of Queen Anne's County, do hereby assign and transfer the within and aforegoing mortgage unto Liddie G. Hampson, in her own right, to the extent of fifteen hundred dollars, and unto the said Liddie G. Hampson, as the guardian of Leonard J. Hampson, her minor son, to the extent of one thousand dollars, with interest on each sum named from the date of this assignment. The amounts assigned, constitute the amount of the principal debt now due under and by said mortgage, by virtue of the assignment made by Madison Brown, to Josephine A. Morgan, above set forth, and have under said assignment priority of payment of the amount not assigned by said Madison Brown.

Witness my hand and seal this 24th. day of July, nineteen hundred and twenty three.

Test: Joseph B. Taylor.
Madison Brown.

Frederick W. Beatty.
Executor of Josephine A. Morgan.

#10,424. QUEEN ANNE'S COUNTY, TOWNT: Be it remembered that on the nineteenth day of January, in the year nineteen hundred and twenty four, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this fourth day of January, in the year nineteen hundred and twenty four, by Madison Brown, of Queen Anne's County, State of Maryland, party of the first part, and James O. Murphy, of same place, party of the second part.

WITNESSETH, that in consideration of the sum of one dollar, and other valuable considerations him thereunto moving, the said Madison Brown does hereby grant and assign unto the said James O. Murphy, absolutely, all his right, title, interest and estate in a mortgage made to him by Joseph B. Taylor and Sarah R. Taylor, dated May 22nd. 1918, and recorded in Liber J.F.R. No. 1, fols. 48, a land record of said county, said interest being in amount the sum of seven hundred dollars and also all his right, title and interest in the property described in said mortgage, and in the said debt of seven hundred due said Madison Brown thereunder.

As witness the hand and seal of the party of the first part.

Test: J. McK. Tilghman.

Madison Brown (SEAL)

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

I hereby certify that on this fourth day of January, in the year nineteen hundred and twenty four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Madison Brown, and he did acknowledge the aforegoing deed of assignment to be his act.

J. McK. Tilghman, Justice of the Peace.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Libers J.F.R. #1, fol. 48, etc.; J.F.R. #11, fols. 84; and B.H.T. #1, fol. 220, Land Record Books 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 31st. day of May, A. D. nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the thirty first day of May, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to-wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, State of Maryland, and the American Surety Company of New York, a corporation duly created and existing by the laws of the State of New York, duly authorized by law to become sole surety on the bonds of persons about to sell mortgaged property under powers of sale contained in the mortgage mortgaging said property under the laws of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of four thousand dollars, lawful money of the United States of America, to be paid to the said State of Maryland, or to its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this twenty eighth day of May, in the year nineteen hundred and twenty seven.

Whereas default has occurred in the terms, conditions, covenants and provisions of a certain mortgage given by Joseph B. Taylor and Sarah R. Taylor, his wife, to Madison Brown, now duly assigned unto Diddie Hampson, in her own right and also as guardian, dated on the twenty second day of May, 1918, and recorded in Liber J.F.R. No. 1, fol. 48, land record book of Queen Anne's County aforesaid, made to secure the payment of a certain sum of money therein named as secured, by reason of the non-payment of the said sum of money at the time named in said mortgage for the payment of the same; and

Whereas the above named Madison Brown, who is named as an attorney in said mortgage with power to sell the mortgaged property, or property conveyed by said mortgage as security for said debt, in case of such default, is about to make sale of said mortgaged property under the power and authority by said mortgage, conferred upon him as aforesaid because of the default mentioned.

Now the condition of the above obligation is such that if the above bounden Madison Brown shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation is 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:

Delha D. Brown.

Attest:

Countersigned by
J. Lemuel Roberts.

Seal's
Place.

Madison Brown. (SEAL)
American Surety Company of
New York, by
Madison Brown,
Its attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed May 31st. 1927 @ 9.45 A.M.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 300, 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 31st. day of May, in the year 1927.

Seal's
Place.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed June 2nd. 1927.

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

Madison Brown, attorney named in mortgage, vs. Joseph B. Taylor and Sarah R. Taylor, his wife.	}	Cause No.
--	---	-----------

To the Honorable, the Judges of said Court:

The report of Madison Brown,, the plaintiff of above cause, who is hereinafter referred to as the "vendor", unto Your Honors respectfully sets forth:

That heretofore Joseph B. Taylor and Sarah R. Taylor, his wife, by a mortgage bearing date May 22, 1918, and recorded in Liber J. F. R. No. 1, fol. 48, a land record book of said county, for the purpose of securing the payment of the sum of four thousand dollars therein mentioned, conveyed the land hereinafter described as sold unto Madison Brown, who later assigned the said mortgage by several assignments, so that on the day of the sale hereinafter mentioned the said mortgage was held by Liddie G. Hampson in her own right to extent of \$1500.00 and by her as guardian for her son Leonard J. Hampson, to extent of \$1000.00, and by James G. Murphy to extent of \$700.00, the mortgage having been reduced to these principal sums by the mortgagors, with certain interest due on said sums; a certified copy of the said mortgage and of the assignments thereof has been filed in the proceedings of this cause.

That the said vendor is named in said mortgage as an attorney with power to sell the said mortgaged land in case of default in the terms, covenants and conditions of said mortgage.

That prior to the day of sale hereinafter mentioned default had occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the said mortgage debt in accordance with the agreement therein contained.

That prior to the day of sale hereinafter mentioned the said vendor caused notice of the sale hereinafter mentioned to be advertised in The Centreville Observer, a newspaper published in said county, once a week for four successive weeks before the said day of sale, and he filed with the report a copy of said advertisement of sale duly certified to as to publication by the publishers of the said paper.

That prior to the time of the sale hereinafter mentioned the vendor filed with the clerk of this court his bond to the State of Maryland, with the American Surety Company as surety thereon, in the penalty of the sum of four thousand dollars, containing the condition required by law in cases where land is about to be sold under a power of sale contained in a mortgage.

That in accordance with the said notice of sale, the said vendor did attend in the town of Centreville, Maryland, on Tuesday, May 31, 1927, at the hour of 2 o'clock P. M., and then and there proceeded to make sale of said land because of the default hereinbefore mentioned in the following manner, to wit:

The vendor first read the advertisement or notice of sale and announced that in addition to the advertised terms that the purchaser would receive the landlord's share of the present wheat crop and other crops of present year and would be required to pay the fertilizer account of \$36.00 already made for the tomato crop of the present year.

The vendor offered at public sale the said land consisting of all that farm or tract of land called "The Frank Meeds Farm", or "The George Hart Farm", situated in Second Election District of Queen Anne's County, Maryland, on the road from Clark's Corner to the Church Hill-Ingleside Stone road, and fully described in said mortgage, and containing 223 acres, 1 rood and 25 perches of land, more or less, to the highest bidder, and after the sale had been cried by J. E. Anthony, as auctioneer, your vendor, in exercise of the power of sale conferred upon him by said mortgage, by reason of said default, sold the said land unto Earle J. Everett and Bertha C. Everett, his wife, of said county, as tenants by the entireties, at and for the sum of fourteen dollars per acre, or for the aggregate sum of three thousand one hundred thirty six dollars and eighty eight cents.

The purchasers have given their due bill payable on demand for the cash of \$500. mentioned in the notice of sale, but have made no further compliance with the terms of sale.

The total sale amounts to \$3136.88.

Which is respectfully submitted,

Madison Brown
 Attorney named in mortgage,
 vendor.

State of Maryland, Queen Anne's County, SCT:
I hereby certify that on this 2nd. 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, personally appeared Madison Brown, above named, and he did make oath in due form of law that the matters and things set forth in the foregoing report of sale are true as

therein stated 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.

Filed June 2nd. 1927.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.

SALE OF FARM UNDER MORTGAGE.

Default having occurred in terms of the mortgage bearing date May 22nd, 1918, given by Joseph B. Taylor and Sarah R. Taylor, his wife, to Madison Brown, the undersigned, who is named attorney in said mortgage to sell the mortgaged property in case of such default, will in execution of the power so given him sell at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, MAY 31, 1927, at 2 o'clock P.M.

All that farm or tract of land called "THE GEORGE HART FARM", and "THE FRANK MEEDS FARM", located on both sides of the public road leading from Clark's Corner to intersect the Church Hill-Ingleside stone road at point near Roberts' Station, containing 223 ACRES, 1 ROOD and 25 PERCHES OF LAND, more or less.

This farm adjoins land of B. L. Appleford and the George R. Taylor Farm. It is about 2 miles from said stone road and about 5 miles from Price Station, and is Parcel No. 1 of the mortgage, which is recorded in Liber J. F. R. No. 1, folio 48, land record book of said county.

Improvements consist of 2-STORY FRAME DWELLING house, barn and stable, 106 acres are in cultivation and produces well, balance in woods. There is some timber on farm, and an orchard for family use.

TERMS OF SALE--One third of the purchase money in cash on day of sale, and balance payable six and twelve months from the day of sale, with interest; or all cash at option of purchaser, on ratification of sale, with interest from day of sale; deferred payments to be secured by notes of purchaser with sureties to be approved by undersigned. Cash deposit of \$500 will be required at time of sale; Further particulars made known on day of sale.

MADISON BROWN,
Attorney named in
Mortgage.
Centreville, Md.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., June 1st. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgage sale in the case of Joseph B. Taylor and Sarah R. Taylor, 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 31st. day of May, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

N I S I.

Madison Brown, attorney
named in mortgage,

vs.

Joseph B. Taylor and
Sarah R. Taylor, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2704.

ORDERED, This 2nd. day of June, A. D., 1927, that the sale of the real estate made and reported in this cause by Madison Brown, Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th. 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 6th day of July next.

The Report states the amount of sales to be \$3136.88.

Filed June 2nd. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Aug. 9th. 1927.

Nisi.

Madison Brown, Attorney named in mortgage,
vs.
Joseph B. Taylor and Sarah R. Taylor, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2704.

Ordered, This 2nd. day of June, A. D., 1927, that the sale of the real estate made and reported in this cause by Madison Brown, attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of July, next.

The Report states the amount of sales to be \$3,136.88.

B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.
Filed June 2nd. 1927.

THE CENTREVILLE OBSERVER.

Centreville, Md., August 8, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison Brown, Atty. named in Mtg. vs. Joseph B. Taylor, 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 6th day of July, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

STATEMENT OF MORTGAGE DEBT.
Filed Aug. 9th. 1927.

MadisonBrown, Attorney named in mortgage,
 versus
Joseph B. Taylor and Sarah R. Taylor, his wife, | Cause
mortgagors. | 2704.

Statement of Mortgage Debt.

Description of Mortgage:

From Joseph B. Taylor and Sarah R. Taylor, his wife, to Madison Brown.
Dated May 22n, 1918. Recorded in Liber j. F. R. No. 1, fol. 48, land record book of said county.
Made to secure the payment of \$4,000. on May 22n, 1923, as to \$3300.00 and on May 22n, 1920, as to \$700.
Reduced by sundry payments to \$2500.00 and \$700.00 on day of sale of this cause, in default since maturity as above. Held on day of sale by assignment by following persons:

By Liddie G. Hampson in her own right to extent of	\$1500.00
with interest thereon from Jan. 24, 1927, to	
May 31, 1927, day of sale:	31.50
Principal and interest due to her amount to	\$1531.50
Add 5 per cent. commissions of Madison Brown	76.57
By Lidie G. Hampson, guardian for Leonard J. Hampson, infant, by	
appointment of proper court in State of Delaware, to extent of	\$1000.00
With interest thereon from Jan. 24, 1927, to May 31, 1927,	
amounting to	21.00
Add 5 per cent. commissions of Madison Brown,	51.05
Principal and interest due her as guardian,	\$1021.00

Note: the two sums above mentioned were assigned in such manner as to make same prior liens with right of prior payment over the balance of said debt hereinafter mentioned (See Copy of mortgage filed)

By James O. Murphy to extent of	\$700.00
with interest thereon from Nov. 26, 1926, to May 31, 1927,	
day of sale, amounting to	21.10

Principal and interest due him.

This part of said mortgage debt was assigned in such manner as to be subject to the mortgage debt mentioned above and to receive payment only after satisfaction of the mortgage debt assigned as above stated.

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

I hereby certify that on this 9 day of August, 1927, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, and he made oath in due form of law that the foregoing is a true statement of the mortgage indebtedness due under the mortgage mentioned above on day of sale mentioned above, and that the matters and things above stated are true as above stated to the best of his knowledge and belief, and that he, the attorney of collection of Lydie G. Hampson, of Lydie G. Hampson, guardian, and of James O. Murphy, mentioned above, as assignees of said mortgage.

B. Hackett Turner.

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

ORDER OF COURT RATIFYING SALE.

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

Madison Brown, attorney named in mortgage,	Cause No.
vs.	
Joseph B. Taylor and Sarah R. Taylor, his wife, mortgagors.	2704.

Ordered, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, on this 9th. day of August, in the year nineteen hundred and twenty seven, that the sale made and reported in this cause by Madison Brown, as attorney named in mortgage of the real estate called "The Hart Farm", described in the proceedings of this 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 in accordance with the order nisi passed June 2, 1927, in this cause, in relation to said sale.
And it is further ordered, that the papers of this cause be and the same are hereby referred to Madison B. Bordley as special auditor of this court with instructions to state and return to this court an account between the proceeds of the said sale and the said Madison Brown as vendor.

Filed August 9th. 1927.

Thomas J. Keating.

Madison B. Bordley, to whom the above mentioned papers were referred for account, having requested to be relieved of his duties as special auditor, it is on the 12th. day of January, 1928, ordered by the Court that the papers of this cause be and they are hereby referred to Edwin H. Brown, Jr., as special auditor, with instructions to state and return to this court an account between the proceeds of sales and Madison Brown, party selling the real estate reported sold in this cause.

Thomas J. Keating.

PETITION OF LIDDIE G. HAMPSON, GUARDIAN
OF LEONARD J. HAMPSON, FOR THE PAYMENT
UNTO HER OF THE MONEY DUE LEONARD J.
HAMPSON, OUT OF THE SALES OF THE ABOVE CAUSE.
Filed January 23rd. 1928.

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

Madison Brown, attorney named in mortgage,	(Cause
vs.	) No..
Joseph B. Taylor and Sarah R. Taylor.	(2704.

To the Honorable, the Judges of said Court;

The petition of Liddie G. Hampson, the legal guardian of Leonard J. Hampson, infant under twenty-one years of age, unto your honors, respectfully sets forth:

1. That your petitioner and the said Leonard J. Hampson, who is her son, both reside in New Castle County in the State of Delaware and were residents of said county when she was appointed guardian of her son as hereinafter set forth.
2. That on the 12th day of July, 1923, she was appointed the legal guardian of her son and she is now the duly appointed guardian to said infant by the proper authority of the State of Delaware, to wit: by the Orphans' Court of the said State in and for New Castle County aforesaid.
3. That she hath given good and sufficient security in the court of her appointment for the faithful performance of her trust as guardian by filing therein her bond as such guardian in the penal sum of two thousand dollars with one Anna Mary Gilch as surety thereon, which surety was accepted and approved by said court.
4. That as such guardian she has the custody of the person of said infant.

5. That the entire amount of the personal property including that in the State of Maryland hereinafter mentioned belonging to said infant is the sum of one thousand dollars.

6. That said infant has no real estate and that therefore no income from real estate has come into her hands and none is likely to come.

7. That as will appear from the proceedings of this cause your petitioner, the mortgage mentioned in said cause was assigned unto the said "Liddie G. Hampson, as the Guardian of Leonard J. Hampson, her minor son, to the extent of one thousand dollars", said assignment securing the sum of one thousand dollars above mentioned, to wit: the entire personal estate of said infant.

8. That the sale of the mortgage property made in this cause produced more than enough money to pay all costs of sale and those parts of the mortgage debt secured by said mortgage which by the terms of the assignments of said mortgage are entitled to priority of payment, to wit: the sum of one thousand dollars assigned as aforesaid and the sum of fifteen hundred dollars assigned unto the said Liddie G. Hampson, in her own right.

9. That accordingly your petitioner is entitled to have paid unto her the said sum of one thousand dollars of said infant together with whatever interest may be due thereon and said interest is in amount less than seventy-five dollars including interest produced after day of sale.

Your petitioner therefore prays Your Honors to pass an order authorizing and directing Madison Brown, the party making the sale mentioned in this cause and holding the proceeds of sale to pay unto your petitioner the said sum of one thousand dollars which is the property of said infant together with all interest thereon.

Your petitioner files herewith as part hereof a copy, duly authenticated, of the record of her appointment and qualifications as such guardian and of the bond so given by her as aforesaid.

And as in duty bound &c.

Liddie G. Hampson
Guardian of Leonard J. Hampson.

State of Delaware, New Castle County, SCT:

I hereby certify that on this 17th. day of January, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County aforesaid, personally appeared Liddie G. Hampson, the guardian of Leonard J. Hampson, infant, and she did make oath in due form of law that the matters and things set forth in the foregoing petition are true as therein stated to the best of her knowledge and belief.

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

Notary
Public
Seal.

Isaac R. Brown, Jr.
Notary Public.

State of Delaware, New Castle County, SCT:

I hereby certify that on this seventeenth day of January, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County aforesaid, personally appeared David P. Hutchison, clerk of the Orphans' Court of the State of Delaware in and for New Castle County aforesaid, and he did make oath in due form of law that the bond mentioned above given by Liddie G. Hampson as the guardian of Leonard J. Hampson in the penal sum of two thousand dollars with Anna Mary Gilch as surety, filed in the Orphans' Court of the State of Delaware in and for New Castle County aforesaid, is sufficient security or sufficiently secured; and that he is clerk of said Orphans' Court.

David P. Hutchison, Clerk O.C.

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

Notary
Public
Seal.

Isaac R. Brown, Jr.
Notary Public.

To the Honorable, the Judges of said Court:

I, Madison Brown, the party making the sale mentioned in the above entitled cause and party holding proceeds of sale, do hereby agree that the Court shall forewith pass an order directing me to pay unto Liddie G. Hampson, the guardian of Leonard J. Hampson, the sum of one thousand dollars, mentioned in said petition and the interest thereon. I am satisfied of the truth of the facts stated in said petition and am willing that the money be paid over at once.

January

1927

REPORT AND ACCOUNT OF SPECIAL AUDITOR.
Filed Feby. 22nd. 1928.

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

Madison Brown, attorney named in mortgage,	}	Cause No. 2704.
vs. Joseph B. Taylor, et al.		

To the Honorable, the Judges of said Court:

The report of Edwin H. Brown, junior, as the special auditor to whom the proceedings of the above cause have been referred for an account, unto Your Honors respectfully sets forth:

That it appears from an examination of the papers of the cause as follows:

That Liddie G. Hampson as assignee of the mortgage of the cause held in her own right on the day of the sale the mortgage debt to the extent of \$1500.00, with interest and costs:

That Liddie G. Hampson, guardian for Leonard G. Hampson, as assignee of the mortgage held on the day of the sale the mortgage debt to the extent of \$1000.00, interest and costs;

That under the terms of the mortgage assignments they held the right of priority of payment over the balance of the mortgage debt which on the day of sale was held by James O. Murphy;

That James O. Murphy by paper writing filed in the cause after the sale assigned his right as assignee unto Sarah R. Taylor.

That it appears from the proceedings that the mortgage property sold for a sufficient amount to pay the costs of sale and the estates therein of Liddie G. Hampson in her own right and as the guardian of Leonard G. Hampson but not for enough to pay the claim of James O. Murphy in full.

That your auditor has stated the within account by first charging Madison Brown, the person making the sale, 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 mortgage, costs of advertising sale and order nisi thereon, auctioneer's fee and the costs of his bond in accordance with his vouchers furnished the auditor, the court costs, costs of advertising the nisi as this account and the fee of the auditor.

That then the auditor allowed Liddie G. Hampson, her mortgage claim in full and Liddie G. Hampson, guardian of Leonard G. Hampson, guardian of Leonard G. Hampson, her mortgage claim in full.

That the balance remaining after these allowances is then distributed unto Sarah R. Taylor as assignee of James O. Murphy in part of the mortgage claim held by James O. Murphy at time of sale and assigned unto Sarah R. Taylor.

That the auditor appends a statement showing the balance due to Sarah R. Taylor on her mortgage claim after application thereto of said balance.

Which is respectfully submitted.

February 22, 1928.

Edwin H. Brown, Jr.
Special Auditor.

The proceeds of the sale of the mortgaged real estate of Joseph B. Taylor, mortgagor, made under mortgage mentioned in this cause in account with Madison Brown, attorney named in mortgage, person making the sale.

1927, May 31,

Cr.

By gross amount of the mortgage sale made and reported in this cause, to wit: the sum of

\$3,136.88

Dr.

To Madison Brown, person making sale, for his commissions for so doing, per terms of mortgage, sum of: \$170.45

To do., for amount paid J. E. Anthony for crying sale, per his receipt exhibited, the sum of: 20.00

To do., for amount paid for costs advertising notice of sale and order nisi in Centreville Observer, per account for same receipted exhibited, sum of: 40.63

To do., for the costs of his bond with corporate surety thereon filed herein paid said surety per receipt for same exhibited, the sum of: 12.00

To do., for court costs of cause per clerk's bill of costs as follows:

Costs of B. H. Turner, clerk,	\$22.00	
Appear. fee, plaintiff's solicitor,	<u>10.00</u>	32.00

To do., for costs of advertising order nisi as to this account, the sum of:	\$3.00	
To Edwin H. Brown, Junior, special auditor, for stating this account, sum of:	9.00	<u>\$287.08</u>
To Liddie G. Hampson, assignee, in her own right of part of mortgage debt this sum in full of her mortgage claim, to wit:	\$1,608.07	
To Liddie G. Hampson, guardian of Leonard J. Hampson, assignee of part of mortgage debt, this sum in full of her mortgage claim, to wit: the sum of:	1,072.05	<u>\$2,967.20</u>
To James O. Murphy, assignee of mortgage debt, use of Sarah R. Taylor (per assignment from him to her filed) in part of mortgage debt, this balance,	169.68	<u>\$3,136.88</u>
		<u>\$3,136.88</u>

Statement of Mortgage Debt.

Joseph B. Taylor, mortgagor, in account with Sarah R. Taylor,
assignee of mortgage.
Dr. To amount of mortgage debt due May 31, 1927, to James O. Murphy,
per statement filed, use of Sarah R. Taylor, per assignment
filed, the sum of \$721.10
Cr. By amount applied thereto above, to wit: sum of 169.68
Dr. To balance due bearing interest from May 31, 1927, sum of \$551.42
February 22, 1928.

Edwin H. Brown, Jr.
Special Auditor.

NISI RATIFICATION OF AUDIT.

Madison Brown, attorney named in mortgage,	{	IN THE CIRCUIT COURT
vs.		FOR QUEEN ANNE'S COUNTY,
Joseph B. Taylor, et al.		IN EQUITY.
	{	CASE NO. 2704.

ORDERED, This 22nd. day of Feby. in the year nineteen hundred and twenty eight,
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 19th. day of March, 1928; provided a copy of this order be published once a
week in each of two successive weeks before the 12th. day of March, 1928, in some news-
paper printed and published in Queen Anne's County.

Filed Feby. 22nd. 1928.

B. Hackett Turner, Clerk.

ASSIGNMENT BY JAMES O. MURPHY
TO SARAH R. TAYLOR OF HIS
MORTGAGE DEBT.
Filed Feb. 22nd. 1928.

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

Madison Brown, attorney named in mortgage,	{	Cause 2704.
versus		
Joseph B. Taylor and Sarah R. Taylor, his wife, Mortgagors.	{	

For value received, I, James O. Murphy, one of the assignees of the mortgage debt secured
by the mortgage filed in the above cause and mentioned in the proceedings thereof as the
mortgage under which the sales of the cause was made, do hereby assign and transfer unto
Sarah R. Taylor, all my right, title, interest and estate as one of the assignees of said
mortgage in, to and of the mortgage debt and in, to and of the proceeds of said sale.
The amount due to me out of said sales is the sum of seven hundred dollars with interest
thereon from Nov. 26, 1927, subject to the prior payment of the sum of twenty five hundred
dollars due as principal debt under said mortgage, with interest from January 24, 1927, my
assignment of the mortgage debt being made with the understanding that said sum of \$2500.00
with interest, should have priority and preference payment over that part of the debt
assigned to me.

Date of sale: May 31, 1927.

Witness my hand and seal this 23 day of August, 1927.

TEST: H. O. Brown.

James O. Murphy (SEAL)

CHANCERY CAUSE NO. 2705.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 31st. day of May, in the year nineteen hundred and twenty seven, the following Order to Docket Suit was filed for record, to wit:-

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

Madison Brown, attorney named in mortgage,

vs.

Joseph B. Taylor, Sarah R. Taylor, his wife,
and Carrie R. Taylor.

To B. H. Turner, clerk

Docket suit in accordance with the above titling. File therein a certified copy of mortgage from the defendants to Madison Brown, trustee of William W. Paca, dated July 20, 1921, and recorded among your land record books in Liber J. F. R. No. 7, fol. 232. File therein the bond from plaintiff to State of Maryland conditioned for foreclosure of said mortgage under power of sale.

Enter my appearance for the plaintiff.

Madison Brown.

CERTIFIED COPY OF MTG.
& ASSIGNMENTS.

#8727. QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the second 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 thirtieth day of July, in the year nineteen hundred and twenty one, by Joseph B. Taylor, Sarah R. Taylor, his wife, and Carrie L. Taylor, his sister, all of Queen Anne's County, in the State of Maryland, parties of the first part, and Madison Brown, of the same place, trustee of the estate of William W. Paca, of said county, party of the second part.

WHEREAS, the said parties of the first part are jointly and severally indebted unto the said party of the second part in the full sum of three thousand dollars (\$3000.00) cash loaned and advanced, with the agreement and understanding that the same was to be repaid at the expiration of five years from the date of this mortgage, and that interest from the date of this mortgage on said sum was to be paid during said period of time semi-annually, and whereas it was a condition precedent to said loan that this mortgage should be given to secure said loan and the interest thereon to accrue and be paid as above set forth. (For privilege to make partial payments see clause following provisional clause.)

Now, this mortgage witnesseth: that in consideration of the premises and of the sum of one dollar, the said Joseph B. Taylor and Sarah J. Taylor, his wife, and Carrie L. Taylor, do hereby grant and convey unto the said Madison Brown, his heirs and assigns, the following described real estate, to wit:- Parcel No. 1. All that farm or tract of land called or known as "Bourbon ", "The George Taylor Farm", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Second Election District of Queen Anne's County aforesaid, on the public road leading from Price Station to Slider's Shops, or to the point on the State Road from Tilghman's Station, to Ingleside, known by the name last mentioned, adjoining the David Rochester Farm, the Crow's Nest Farm of W. C. Palmatary and others, and containing 262 acres of land, more or less; being the same land granted by Thomas J. Keating, trustee and others, by deed dated July 26, 1900, and recorded in Liber J.E.G. No. 1, fols. 7 etc., a land record book of said county, unto George T. Taylor, father of said Joseph B. Taylor and Carrie L. Taylor, now deceased, who, by his last will and testament dated December 14, 1914, and recorded in Liber W.T.B. No. 1, fols. 56 etc., a will record book of said county, devised the same unto the said Joseph B. Taylor and Carrie L. Taylor, being the same farm whereon said Joseph B. Taylor and Sarah R. Taylor, his wife, now live.

Parcel No. 2. All that farm or tract of land called The Frank Meeds Farm or the Hart Farm, situate, lying and being in the same county and district, adjoining the farm hereinbefore described, that of J. Howard Rochester and others, and lying on both sides of the public road first mentioned, containing 223 acres of land, more or less; being the same land described in the deed from Madison Brown and wife to said Joseph B. Taylor, dated May 22, 1918, and recorded in Liber J. F. R. No. 1, fols. 47, etc., a land record book of said county; but subject to a mortgage of four thousand dollars made by said Joseph R. Taylor to Madison Brown, bearing same date as said deed and recorded in land record last mentioned, immediately after record of said deed.

Parcel No. 3. All that farm or tract of land situate, lying and being in the second election district of said county on the road from Price Station to Clark's Corner adjoining the lands of heirs of Dr. James Bordley, John P. Murphy, Charles Clough and containing 35 acres of land, more or less; being the same land granted to said Joseph B. Taylor and Sarah R. Taylor, his wife, by deed dated May 26, 1920, and recorded in Liber J.F.R. No. 5, fols. 23 etc., a land record book of said county; but subject to mortgage from said grantees to Edmund H. Derickson (grantor of said deed) dated same date as said deed and recorded in said land record book immediately after record of said deed made to secure the payment of \$1700.00.

Together with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the building and improvements thereon erected and being. And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said parties of the first part, their executors, administrators or assigns shall well and truly pay to the said Madison Brown, trustee of said William W. Paca, his successors, executors, administrators or assigns the aforesaid sum of three thousand dollars when and as the same shall become due and payable, and also when and as the same shall become due and payable as hereinbefore set forth, the interest to accrue and be paid on said sum as above set forth, and shall perform all the covenants, conditions and agreements hereon on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said parties of the first part, their heirs and assigns, shall possess said property. And said party of the second part hereby agrees that said parties of the first part shall have the privilege to make payments at each time named for the payment of interest on account of the mortgage debt in sums of five hundred dollars, the interest to cease as to each partial payment on date of payment. And the said parties of the first part, for themselves, and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby 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 Parcel No. 1 and Parcel No. 3 above described to the amount of at least the insurable value thereof, in some company or companies approved by the said party of the second part, 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 solely as to improvements on Parcel No. 1, and the improvements on Parcel No. 3, also to this mortgage, 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 Madison Brown, trustee of William W. Paca, his successors, executors, administrators or assigns, of Madison Brown aforesaid, in his individual capacity, 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 county, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to said parties of the first part, 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 party of the second part, his executors, administrators, successors or assigns, or Madison Brown, aforesaid, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, 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 parties of the first, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

In witness whereof the said parties of the first part do hereunto subscribe their names and affix their seals the day and year first above written.

TEST: as all grantors:

John N. Sparks.

Joseph B. Taylor (SEAL)

Sarah R. Taylor (SEAL)

Carrie L. Taylor (SEAL)

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

I hereby certify that on this thirtieth 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 aforesaid, personally appeared Joseph B. Taylor and Sarah R. Taylor, his wife, and Carrie L. Taylor, and each did acknowledge the foregoing mortgage to be their respective act.

John N. Sparks,
Justice of the Peace.

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

I hereby certify that on this thirtieth 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 aforesaid, personally appeared Madison Brown, trustee of William W. Paca, the within named mortgagee, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

John N. Sparks,
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the twenty-eighth day of March, in the year nineteen Hundred Twenty Three, the following Assignment was brought to be recorded, to wit:

The within and foregoing mortgage is a part of the estate and property of William W. Paca, late of Queen Anne's County, deceased, in my hands as his late trustee and devolves upon Clifton M. Rasin, the administrator of personal estate of the said William W. Paca, I now therefore assign and transfer the said mortgage unto Clifton M. Rasin, administrator of the personal estate of William W. Paca. The amount due on said mortgage is \$3000.00 with interest from 30th. day of August, 1922.

Witness my hand and seal this 28th. day of March, nineteen hundred twenty three.

Test: B. Hackett Turner.

Madison Brown (SEAL)

Queen Annes County, to wit: Be it remembered that on the twenty eighth day of February, in the year 1924, the following Assignment was brought to be recorded, to wit:

In consideration of three thousand dollars, principal and payment of accrued interest to date, I, Clifton M. Rasin, administrator of the estate of William W. Paca, deceased, do hereby assign and transfer the said mortgage unto Anna R. Little (authority of Orphans Court, Queen Annes Co., Maryland, to do so having been first had and obtained).

Done this Feb. 28th. 1924.

Test: Eugene O. Dunne,

Clifton M. Rasin (SEAL)
Administrator of Wm. W. Paca.

Queen Annes County, to wit: Be it remembered that on the second day of August, in the year nineteen hundred and twenty six, the following Assignments were brought to be recorded, to wit:

For value received, I hereby assign and transfer the within and foregoing Mortgage unto Delha D. Brown, the amount due thereby and thereon being the principal debt of Three Thousand Dollars with interest to August first, 1926, amounting to Ninety Dollars, total \$3090.00.

Witness my hand and seal this thirty first day of July, nineteen hundred and twenty six.

Test: Clifton M. Rasin.

Anna R. Little (SEAL)

For value received, I hereby assign the within and foregoing mortgage unto the Church Hill Bank of Maryland.
Witness my hand and seal this second day of August, nineteen hundred and twenty six.

Test: Madison Brown.

Delha D. Brown. (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. #7, folio 232, 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 31st. day of May, A. D. nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the thirty first day of May, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, in the State of Maryland, and the American Surety Company of New York, a corporation duly incorporated under the laws of the State of New York, and authorized by law to become sole surety on the bonds of persons about to make sale of real estate under power of sale contained in mortgage under the laws of the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of five thousand, five hundred 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 heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this twenty eighth day of May, in the year nineteen hundred and twenty seven.

WHEREAS, default has occurred in the terms, condition and covenants of the mortgage from Joseph B. Taylor, Mary R. Taylor and Carrie L. Taylor, to Madison Brown, now duly assigned to The Church Hill Bank of Maryland, dated July 30, 1921, and recorded in Liber J.F.R. No. 7, fol. 232, land record book of Queen Anne's County aforesaid, made to secure the payment of the sum of three thousand dollars therein mentioned by reason of the non-payment of the said sum secured by said mortgage at the time named in said mortgage for the payment of the said sum; and

Whereas, the above bounden, Madison Brown, who is named in said mortgage as an attorney with power to sell the land conveyed by said mortgage in case of such default, is about to sell the mortgaged property because of said default under the power and authority conferred upon him by the terms of said mortgage to be exercised in case of default in the terms of said mortgage.

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

Signed, sealed and
delivered in the presence of:
Delha D. Brown.

Attest:

Countersigned by
J. Lemuel Roberts.

Seal's
Place.

Madison Brown. (SEAL)
American Surety Company
of New York.
By Madison Brown.
His attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:- Security approved and Bond filed May 31st., 1927, @ 9.45 A. M.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 301, 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 31st. day of May, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed May 31st. 1927.

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

Madison Brown, attorney named in mortgage,
vs.
Joseph B. Taylor, Sarah R. Taylor, his
wife, and Carrie R. Taylor, mortgagors.

Cause No.

To the Honorable, the Judges of said Court:

The report of Madison Brown, the plaintiff, hereinafter referred to as "Vendor", unto Your Honors respectfully sets forth:

That prior to the time of the sale hereinafter described default had occurred in the terms, conditions and covenants of the mortgage given by Joseph B. Taylor, Sarah R. Taylor, his wife, and Carrie R. Taylor, to Madison Brown, trustee of William W. Paca, hereinafter more particularly described, by reason of the non-payment of the mortgage debt secured by the said mortgage, in accordance with the terms of said mortgage; said mortgage bears date July 30, 1921, is recorded in Liber J. F. R. No. 7, fol. 232, a land record book of said county; and was assigned by the mortgagee unto Clifton Rasin, administrator of William W. Paca, who assigned same unto Anna R. Little, who assigned the same unto Delha D. Brown, who assigned the same unto The Church Hill Bank of Maryland, a corporation which held the mortgage and debt on the day of the sale hereinafter mentioned. A certified copy of the mortgage is filed in these proceedings, containing copies of the assignments.

That your vendor is named in said mortgage as an attorney with power to sell the mortgaged property in case of default such as is recited above.

That prior to the time of the sale hereinafter mentioned your vendor filed with the clerk of this court his bond to the State of Maryland with the American Surety Company as surety thereon in the penalty of the sum of five thousand five hundred dollars conditioned as is required by law for cases of foreclosures of mortgages by sale of mortgaged property under such powers of sale, which bond the Clerk accepted, approved and filed.

That your vendor caused to be inserted in The Centreville Record, a newspaper published in said county, once a week for four successive weeks before the thirty first day of May, 1927, the day of sale hereinafter mentioned, as an advertisement, notice of the sale hereinafter mentioned, the first insertion of the advertisement being the 5th day of May, a copy of said advertisement, bearing the certificate of the publishers of said newspaper as to its publication, is filed herewith as part hereof.

That your vendor did pursuant to the said notice of sale attend in front of the court house door in the town of Centreville, Maryland, on Tuesday, May 31, 1927, at the hour of 2 o'clock P.M., and then and there proceeded to execute the said power of sale conferred upon by said mortgage as aforesaid by making sale of the mortgaged real estate in accordance with the notice of sale, and in the following manner:

Your vendor first read the advertised notice of sale, and then announced that the mortgaged property would be sold in accordance with the advertised terms of sale and under the following terms, to wit:

That the landlord's share of the present growing wheat crop would pass to the purchaser as well as the landlord's share of all other crops; that the purchaser would be required to refund or pay a fertilizer bill amounting to \$24.00 for fertilizer already furnished the tenant for the tomato crop of present year; that the sale would be made so that the mortgaged property would be sold subject to any sums of money due any one whatsoever under the terms of the last will of George T. Taylor from whom mortgagors acquired the property.

That then the property described as Parcel No. 1 in the mortgage and described in the notice of sale, consisting of all that farm called "Bourbon", "The George T. Taylor Farm", "The Joseph B. Taylor Farm", located in Second Election District of said county, on road branching from Church Hill-Ingleside Stone road and running to Clark's Corner, and containing 262 acres of land, more or less, was offered under said mortgage to the highest bidder by the acre, and that after J. E. Anthony had cried the sale in usual manner your vendor, in execution of the power and authority of sale conferred upon him by said mortgage, then sold said mortgaged property unto Sarah R. Taylor, who was then and there the highest bidder therefor, at and for the sum of thirteen dollars per acre, or for the aggregate sum of three thousand four hundred and six dollars.

That said Sarah R. Taylor has given unto your vendor her due bill payable on demand for one third of the said purchase money but has made no further compliance with the terms of sale but has stated her intention to pay in cash in full on ratification of the sale.

That the total sale amounted to \$3406.00.

Respectfully submitted,

Madison Brown
Attorney named in mortgage, vendor.

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

I hereby certify that on this first 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, personally appeared Madison Brown, attorney named in mortgage and vendor above named, and he did make oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made.

Sworn before

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

Filed May 31st. 1927.

NOTE See Folio 283 of this Liber For Continuation.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.

Filed

SALE OF FARM UNDER MORTGAGE.

Default having occurred in terms of the mortgage dated July 30, 1921, given by Joseph H. Taylor, Sarah R. Taylor, his wife, and Carrie L. Taylor, to Madison Brown, trustee, now held by the Church Hill Bank of Maryland, the undersigned, who is named in said mortgage as the attorney to sell the mortgaged property in case of such default, will sell in execution of his said power of public sale to the highest bidder in front of the Court House door in town of Centreville, Queen Anne's County, Maryland, on THURSDAY, MAY 31, 1927, at 2 o'clock P.M.,

ALL THAT FARM called "Bourbon", or "The George Taylor Farm", or "The Joseph B. Taylor Farm", situated on the left of the public road leading from the Church Hill-Ingleside Stone Road at point near Roberts' Station to Clark's Corner, containing 262 ACRES OF LAND, more or less.

This farm adjoins the Hart Farm and is described as Parcel No. 1 in the mortgage which is recorded in Liber J. F. R. No. 7, fol. 232, land record book of said county.

Improvements consist of a 3 story frame DWELLING HOUSE of 9 rooms and attic, in good condition, a new stable and cow barn combined, garage, hen house and implement shed. A windmill pumps water into dwelling and into stable and barn. About 209 acres are in cultivation under good fencing. Balance in woods. The land produces good crops of all kinds and the farm makes a splendid stock farm. It is located about 2 1-2 miles from the stone road mentioned and about 4 miles from Price Station.

TERMS OF SALE:- One third of purchase money in cash on day of sale, and balance is payable six and twelve months from day of sale, with interest from day of sale; or all cash on ratification of sale at option of purchaser with interest from day of sale; all deferred payments to be secured by notes of purchaser with sureties thereon to be approved by undersigned. Further particulars made known on day of sale.

MADISON BROWN,
Attorney Named in Mortgage.
Centreville, Md.,
J. E. Anthony, Auct.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., June 1, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Madison Brown, Atty. vs. Taylor, et al., a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st. ins. May 5/27), before the 31st. day of May, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

NISI.

Madison Brown, attorney named in mortgage, (IN THE CIRCUIT COURT
vs.) FOR QUEEN ANNE(S COUNTY
Joseph B. Taylor, Sarah R. Taylor, his wife, (IN EQUITY.
Carrie R. Taylor, Mortgagors.) CHANCERY NO. 2705.

ORDERED, This 1st. day of June, A. D., 1927, that the sale of the real estate made and reported in this cause by Madison Brown, attorney named in mortgage vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. 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 5th day of July next.

The Report states the amount of sales to be \$3406.00.

Filed June 1st., 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ORDER NISI.
Filed Aug. 9th. 1927.

ORDER NISI.

Madison Brown, Attorney named in Mortgage,
vs.
Joseph B. Taylor, Sarah R. Taylor, his wife, Carrie R.
Taylor, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2705.

Ordered, This 1st. day of June, A. D., 1927, that the sale of the real estate made and reported in this cause by Madison Brown, Attorney named in mortgage vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. 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 5th. day of July next.

The Report states the amount of sales to be \$3406.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed June 1st. 1927.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Aug. 8th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison Brown, Atty. named in Mtg. vs. Joseph B. Taylor, et al., cause #2705, 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 5th. day of July, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

STATEMENT OF THE MORTGAGE DEBT.

Filed

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

Madison Brown, attorney named in mortgage,	}	Cause 2705.
versus		
Joseph B. Taylor and Sarah R. Taylor, his wife, mortgagors.		

Statement of Mortgage Debt.

There is due to the Church Hill Bank of Maryland as of May 31, 1927, day of sale mentioned in the proceedings of this cause, under the mortgage mentioned and described in said proceedings and more particularly described hereinafter, the principal sum of

And interest thereon from February 1, 1927, to day of sale mentioned,	\$3,000.00
	60.00
	\$3,060.00

Total principal and interest,	\$3,060.00
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To 5% commissions of Madison Brown, attorney for collection,	153.00
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Description of said Mortgage: from Joseph B. Taylor and Sarah R. Taylor, his wife, and Carrie R. Taylor, his sister, unto Madison Brown, trustee of William W. Paca, made to secure \$3,000. payable and to fall due five years from July 30, 1921, date of the mortgage. Mortgage is recorded in Liber J. F. R. No. 7, fol. 232, a land record book of Queen Anne's County aforesaid.

Principal mortgage debt became in default of payment on July 31, 1926.

Held by mesne assignments by The Church Hill Bank of Maryland on day of sale and from August 2, 1926.

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

I hereby certify that on this 9th. day of August, 1927, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, attorney for The Church Hill Bank of Maryland, assignee of the mortgage mentioned above, and he made oath in due form of law that the foregoing is a true statement of the mortgage debt due by and under the mortgage described above and that the matters and things set forth in said statement are true as therein stated to the best of his knowledge and belief and that he is the agent of the said The Church Hill Bank of Maryland.

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

REPORT AND ACCOUNT OF THE SPECIAL AUDITOR.
 Filed Feby. 22nd. 1928.

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

Madison Brown, attorney named in mortgage,	}	Cause No. 2705.
vs.		
Joseph B. Taylor, Sarah R. Taylor, his wife, Carrie L. Taylor, mortgagors.		

To the Honorable, the Judges of said Court:

The report of Edwin H. Brown, junior, the special auditor to whom the papers of this cause have been referred with directions to state an auditor between the proceeds of sale and the party making the sale, respectfully sets forth:

That it appears from the proceedings of the cause that the proceeds of the sale made and herein reported do not amount to enough to pay the costs of the case and the mortgage claim in full.

That he has stated the within account by first charging Madison Brown, the person making the sale, with the gross amount of the sale made by him and then allowing thereout as follows:

Unto the said Madison Brown his commissions for making the sale per terms of mortgage, costs of advertising notice of sale and order nisi, auctioneer's charges, court costs and cost of bond in accordance with vouchers exhibited, costs of advertising the order nisi to be passed as to this account and the fee of the auditor.

Unto the Church Hill Bank of Maryland, assignee of the mortgage mentioned in the cause, the balance of the sale remaining after these allowances, on account of its mortgage claim.

That your auditor appends to the account a statement of the mortgage debt showing the amount due thereon after the application of the above balance.

Which is respectfully submitted.

February 22, 1928.

Edwin H. Brown, Jr.
special auditor.

Cause 2705.

The proceeds of the sale of the mortgaged real estate of Joseph B. Taylor and Carrie L. Taylor, mortgagors, made under the mortgage mentioned in this cause, in account with Madison Brown, attorney named in said mortgage, person making the sale under said mortgage.

Cr.

May 31, 1927.

By gross amount of the mortgage sale, per report of sale, filed, to wit: the sum of	\$3,406.00
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Dr.

To Madison Brown, person making the sale, for his commissions for so doing per terms of the mortgage, the sum of	\$181.24	
To do., for the costs of advertising the sale and order nisi thereon in Centreville Record, per account for same receipted, exhibited,	46.25	
To do., for amount paid J. E. Anthony for crying the sale per his receipt for same exhibited, the sum of	20.00	
To do., for the court costs of this cause per bill of costs of clerk as follows: Costs of B.H. Turner, clerk, \$18.75 Appear. fee, plaintiff's solicitor, 10.00	28.75	
To do., for the costs of his bond with corporate surety thereon paid said surety per receipt for same exhibited appears, the sum of:	16.50	
To do., for the costs of advertising the order nisi to be passed as to this account, sum of:	3.00	
To Edwin H. Brown, junior, special auditor, for stating this account, the sum of:	9.00	
	<u>\$304.74</u>	
To the Church Hill Bank of Maryland, assignee of the mortgage, this balance on account of its mortgage debt and claim, this balance not being sufficient to pay the mortgage claim in full, to wit: the sum of	\$3,101.26	
	\$3,406.00	\$3,406.00

Statement of Debt.

Joseph B. Taylor and Carrie L. Taylor, mortgagors, in account with the Church Hill Bank of Maryland.

Dr. To amount of the mortgage claim due on the day of the sale per statement of mortgage debt filed, to wit: the sum of	\$3,213.00
Cr. By proceeds of sale above mentioned applied thereto:	3,101.26
	<u>\$ 111.74</u>
Dr. To balance due bearing interest from May 31, 1927, \$111.74.	

February 22, 1928.

Edwin H. Brown, Jr.
special auditor.

NISI RATIFICATION OF AUDIT.

Madison Brown, attorney
named in mortgage,

vs.

Joseph B. Taylor,
Sarah R. Taylor, his wife,
Carrie E. Taylor, mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2705;

ORDERED, This 22nd. day of February, in the year nineteen hundred and 28, 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 19th day of March, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of March, 1928, in some newspaper printed and published in Queen Anne's County.

Filed February 22nd. 1928.

B. Hackett Turner, Clerk.

NOTE -

Continuation of Report of Sale From Folio 279 of this Liber.

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

Madison Brown, attorney named in mortgage

Cause No. 2705.

vs.

Joseph B. Taylor and Sarah R. Taylor,
his wife, and Carrie Taylor.

Ordered on this 9th 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 made and reported to this court by Madison Brown as attorney named in the mortgage described in this cause of the real estate called "The George Taylor Farm" in these proceedings, described in the report of sale filed in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contraty thereof having been shown, although it appears that notice has been given in accordance with the order nisi passed June 2, 1927, in this cause in relation to the said sale.

And it is further ordered, that the paperes of this cause be and the same are hereby referred to Madison B. Bordley as psecial auditor with instructions to state and return to this court an account between the proceeds of the said sale and the said Madison Brown as vendor.

/S/ THOMAS J. KEATING

ORDER OF COURT

Madison B. Bordley, special auditor to whom the papers of above cause have been referred for audit, having declined to act as auditor, it is on this 12th day of January, 1928 ordered by the Circuit Court for Queen Anne's County in Equity that the said papers be and are hereby referred to Edwin H. Brown, Jr. as special auditor with instructions to state and return to this court an account between the proceeds of sales and Madison Brown, party making the sale.

/S/ THOMAS J. KEATING

No. 2433 CHANCERY.

Queen Anne's County, to wit: Be it remembered that on the eighth day of February, in the year nineteen hundred and twenty-two, the following Order to Docket Suit was filed for record, to wit:-

JOHN PALMER SMITH, Mortgagee,	{	IN THE CIRCUIT COURT
vs.	}	FOR
Elias C. Turner, Thomas Henry Turner, Sarah M. Turner, Mortgagors.	}	QUEEN ANNE'S COUNTY IN EQUITY.

J. F. Rolph, CLERK OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

MR. CLERK:-

You will docket suit as per the above titling, upon your Chancery Docket; file among the papers a certified copy of the mortgage from Elias C. Turner, Thomas Henry Turner and Sarah M. Turner, his wife, to John Palmer Smith, dated February 9th. 1920, and recorded in Liber J. F. R. #4, fol. 153, a land record book for Queen Anne's County, Maryland.

You will also enter my appearance as attorney for Plaintiff.

John Palmer Smith
ATTORNEY FOR PLAINTIFF.

CERTIFIED COPY OF MORTGAGE.
Filed April 8th. 1922.

#7590. QUEEN ANNE'S COUNTY, to wit:- Be it remembered that on the thirteenth day of February, in the year nineteen hundred and twenty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this ninth day of February, in the year nineteen hundred and twenty, by Elias C. Turner, widower, Thomas Henry Turner and Sarah M. Turner, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Elias C. Turner and Thomas Henry Turner have borrowed of John Palmer Smith of said Queen Anne's County, Maryland, the full and just sum of five hundred and eighteen dollars, dollars (\$518.00), to be repaid, with interest semi-annually, at the rate of six per cent per annum, at the expiration of three (3) years from the date of these presents, to secure the payment of which said sum and the interest to accrue thereon as aforesaid, these presents are executed.

Now, therefore, this mortgage witnesseth that, in consideration of the premises and of the sum of one dollar, the said Elias C. Turner, widower, and the said Thomas Henry Turner and Sarah M. Turner, his wife, do hereby grant and convey unto the said John Palmer Smith, his heirs and assigns, in fee simple, all that tract of land situate in the First Election District of Queen Anne's County, Maryland, lying on the northwest side of the public road leading from Sliders Shops Cross Roads to C. H. Merrick's Corner, and adjoining the lands of John Brierly on the west, the lands of S. J. Bradley and Dr. J. E. Graham on the north and east and the aforesaid public road on the southwest, being the land conveyed to William Henry Turner by deed from Samuel C. Walls and wife, bearing date the 6th. day of February, 1884, and recorded in Liber S.C.D. No. 4, folios 298, etc., a land record book for Queen Anne's County aforesaid, and which said land descended to the said Elias C. Turner and Thomas Henry Turner as the only heirs at law of William Henry Turner, who died seized and possessed of said property intestate, upon which said property the said Elias C. Turner now resides.

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 Elias C. Turner, Thomas Henry Turner and Sarah M. Turner, their heirs, executors, administrators or assigns, shall well and truly pay to the said John Palmer Smith, his executors, administrators or assigns, the aforesaid sum of Five Hundred and eighteen dollars (\$518.00), as above set forth, and shall perform all the covenants, conditions and agreements therein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Elias C. Turner, Thomas Henry Turner and Sarah M. Turner, their heirs and assigns, shall possess said property.

AND the said Elias C. Turner, Thomas Henry Turner and Sarah M. Turner, 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 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 John Palmer Smith, 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 John Palmer Smith, his executors, administrators or assigns, or JOHN PALMER SMITH and James T. Bright, 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 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 John Palmer Smith, his administrators, successors or assigns, or JOHN PALMER SMITH and James T. Bright, 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 Elias C. Turner, Thomas Henry Turner and Sarah M. Turner, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

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

Test: E. M. Forman.

Elias C. Turner, (SEAL)
Thomas Henry Turner (SEAL)
Sarah M. Turner (SEAL)

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

I hereby certify that on this thirteenth day of February, in the year nineteen hundred and twenty, before me the subscriber, a Justice of the Peace of the State of Maryland, and for Queen Anne's County aforesaid, personally appeared Elias C. Turner, widower, and Thomas Henry Turner and Sarah M. Turner, his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed; and at the same time also before me, personally appeared John Palmer Smith, the mortgagee above named and made oath in due form of law that the consideration stated in the foregoing 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 foregoing is truly taken and copied from Liber J.F.R. No. 4, folio 153 etc., a Land Record Book for Queen Anne's County, Md.

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 second day of July, in the year nineteen hundred and twenty two.

J. F. Rolph, Clerk.

BOND.
Filed April 13th. 1922.

KNOW ALL MEN BY THESE PRESENTS;:-

THAT WE, JOHN PALMER SMITH, of Queen Anne's County, in the State of Maryland, and the New Amsterdam Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bond, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of One Thousand Dollars (\$1,000.00) to be paid to the said State, or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twelfth day of April, in the year of our Lord One Thousand Nine Hundred and Twenty-two.

WHEREAS, the above bounden, John Palmer Smith, by virtue of a power of sale contained in a mortgage from Elia C. Turner, Thomas Henry Turner and Sarah M. Turner, his wife, to John Palmer Smith, dated February 9th. 1920, and recorded in Liber J. F. R. #4, fol. 152, a land record book for Queen Anne's County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants, contained therein and whereas such default has occurred and the said John Palmer Smith is about to execute the power vested in him in said mortgage.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said bounden shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:-

Earle M. Holden.

ATTEST: Earle M. Holden.

Seal's
Place.

John Palmer Smith (SEAL)

NEW AMSTERDAM CASUALTY COMPANY.

By Richard T. Earle
ITS ATTORNEY IN FACT.

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

"Security approved and Bond filed April 13th. 1922".

J. F. Rolph, Clerk.

REPORT OF SALES.
Filed June 27th. 1922.

JOHN PALMER SMITH,
MORTGAGEE,

VS.

ELIAS C. TURNER,
THOMAS HENRY TURNER,
SARAH M. TURNER,
MORTGAGORS.

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

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The report of John Palmer Smith, Mortgagee named in the mortgage from Elias C. Turner, Thomas Henry Turner and Sarah M. Turner, his wife, to John Palmer Smith, dated February 9th. 1920, and recorded in Liber J. F. R. #4, fol. 153, a land record book for Queen Anne's County, a certified copy of which said mortgage is filed in the above proceedings, to your Honors, respectfully states:-

That by virtue of the power of sale contained in the above mortgage, default having been made in the payment of the interest, taxes and insurance therein covenanted to be paid, and after giving bond with security approved by the Clerk of this Court for the faithful performance and discharge of the trust reposed in him under said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Record, a newspaper printed and published in Queen Anne's County, Maryland, for more than twenty (20) days before the day of sale, as provided in said mortgage, the said John Palmer Smith, as Mortgagee, did, pursuant to said notice and advertisement, attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 2nd. 1922, at the hour of 2 o'clock P.M., and did then and there proceed to make sale of the real estate mentioned and described and conveyed in the aforesaid mortgage, and that the procedure at said sale was as follows:-

In the first place the said Mortgagee directed the Auctioneer to read the advertisement of sale, and announce that the State and County Taxes upon the property would be paid by the purchaser, that the fire insurance would be adjusted to the date

of sale, and that the possession of the property would be given immediately or upon ratification of the sale, and then instructed the Auctioneer to proceed to sell the property, being all of that small farm or tract of land located near Barclay, in the First Election District of Queen Anne's County, Maryland, lying on the northwest side of the public road leading from Slider's Shops Cross Roads to C. H. Merrick's Corner, and adjoining the lands of John Brierley on the west, the lands of S. J. Bradley and Dr. J. E. Graham on the north and east and the aforesaid public road on the southeast, containing the quantity of forty acres, 2 roods and three and one-half perches of land, more or less, and sold the same unto JOHN PALMER SMITH, who was then and there the highest bidder therefor, and for the sum of Five Hundred and ninety-five Dollars (\$595.00).

The Mortgagee begs to report that the total acreage sold is Forty acres, 2 roods and three and one-half perches, less the quantity of four acres, 2 roods and three and one-half perches sold before the date of the mortgage, making the net quantity of the land so sold under the mortgage thirty-six acres of land, more or less.

Respectfully submitted,

Certificate of Centreville Record.
Certificate of T. Frank Seward,
Auctioneer.

JOHN PALMER SMITH,

MORTGAGEE.

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

I HEREBY CERTIFY that on this twenty-seventh day of June, 1922, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Mortgagee, 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 was fairly made.

Filed June 27th. 1922.

J. F. Rolph
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY,
MARYLAND.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed June 27th. 1922.

MORTGAGE SALE OF VALUABLE SMALL FARM TRACT,
LOCATED NEAR BARCLAY, MD., IN
FIRST DISTRICT.

The undersigned, mortgagee in mortgage from Elias C. Turner, Thomas Henry Turner and Sarah M. Turner, his wife, to John Palmer Smith, dated February 9th. 1920, and recorded in Liber J. F. R. No. 4, folio 153, etc., a Land Record Book for Queen Anne's County, Maryland, by virtue of the power of sale contained in said mortgage, and default having occurred under the terms of said mortgage, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, MAY 2, 1922, at the hour of 2 o'clock P.M., the following described real estate, to wit:

ALL THAT SMALL FARM or tract of land situate in the First Election District of Queen Anne's County, Maryland, lying on the northwest side of the public road leading from Slider's Shops Cross Roads to C. H. Merrick's Corner, and adjoining the lands of John Brierley on the west, the lands of S. J. Bradley and Dr. J. E. Graham on the north and east, and the aforesaid public road on the southeast, containing the quantity of 40 ACRES, two roods and three and one-half perches of land, more or less, improved by a 2-story DWELLING HOUSE, and barn and other outbuildings. Being the same property conveyed to William Henry Turner by Samuel C. Walls and wife, dated February 6th. 1884, and which descended to Elias C. C. Turner and Thomas Henry Turner.

TERMS OF SALE.- One-third cash on day of sale, the balance in two equal installments, payable in two and six months from day of sale, or all cash, at the option of the purchaser; the credit payments, if any, to bear interest from day of sale, and to be secured by notes of the purchaser satisfactory to the undersigned.

JOHN PALMER SMITH,
Mortgagee.
T. Frank Seward, Auctioneer.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., June 27, 1922.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Advertisement in the case of Smith, Mortgagee, vs. Turner, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks - 1st. insertion April 8/ 1922, before the 2nd. day of May, in the year 1922.

Filed June 27th. 1922.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I.

John Palmer Smith,
Mortgagee,

vs.

Elias C. Turner,
Thomas Henry Turner,
Sarah M. Turner.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY NO. 2433.

ORDERED, This 27th. day of June, A. D., 1922, that the sale of the real estate made and reported in this cause by John Palmer Smith, mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd. 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 2nd. day of August next.

The Report states the amount of sales to be \$595.00.

Filed June 27th. 1922.

J. F. Rolph, Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT ORDER NISI.

ORDER NISI.

John Palmer Smith, Mortgagee,
vs.Elias C. Turner, Thomas Henry Turner,
Sarah M. Turner.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2433.

Ordered, This 27th day of June, A. D., 1922, that the sale of the real estate made and reported in this cause by John Palmer Smith, mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd. day of August next.

The Report states the amount of sales to be \$595.00.

J. F. ROLPH, Clerk.
True Copy-Test:
J. F. ROLPH, Clerk.

STATEMENT OF MORTGAGE DEBT.

Elias C. Turner,
Thomas Henry Turner,
Sarah Turner,

TO

JOHN PALMER SMITH, mortgagee, Dr.

To amount of mortgage, \$518.00

To interest on Mortgage, 46.62

To taxes unpaid, 10.02

Total \$574.64

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

I HEREBY CERTIFY that on this 15 day of September, 1922, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared John Palmer Smith, Mortgagee, and made oath in due form of law that the above account is true as therein set forth.

Filed Sept. 15th. 1922.

Ezekiel M. Forman
JUSTICE OF THE PEACE.

ORDER OF COURT.

ORDERED, This 15th. day of September, in the year 1922, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made and reported in the above proceedings by John Palmer Smith, Mortgagee, filed in said proceedings, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as provided by a previous Order nisi passed in said Cause and duly published. The said Mortgagee is allowed the commission upon the sale and all costs and expenses provided for in said mortgage. And it is further ordered that Thomas J. Keating, of Queen Anne's County, Maryland, be and he is hereby appointed Trustee to convey by good sufficient deed to John Palmer Smith the property reported sold to him in the foregoing report of sale, and the said Trustee is not required to file bond.

Filed 9/20/22.

Lewin W. Wickes.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 6th. day of July, in the year nineteen hundred and twenty three, the following Order to Docket Suit was filed for record, to wit:-

JOHN PALMER SMITH,
Attorney named in mortgage;

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANNE'S COUNTY,

IN EQUITY.

John Wheeler, Norman Downes,
Clayton E. Berry, Joseph Barrett,
Trustees of Johnson African Methodist
Episcopal Church at Price, Queen Anne's
County, State of Maryland, a body
corporate,

Mortgagors.

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

Mr. Clerk:-

You will docket suit as per the above titling, upon your Chancery Docket; file among the papers a certified copy of the mortgage from John Wheeler, et al., Trustees of John P. Ahern, dated August 30, 1920, and recorded in Liber J. F. R. #5, folio 218, a land record book for Queen Anne's County, Maryland.

July 6, 1923.

John Palmer Smith,

Atty. named in Mortgage.

CERTIFIED COPY OF MORTGAGE.

#7984. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the thirtieth day of August, in the year nineteen hundred and twenty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this thirtieth day of August, in the year nineteen hundred and twenty, by John Wheeler, Norman Downes, Clayton Edward Berry and Joseph Barrett, Trustees of John African Methodist Episcopal Church at Price, Queen Anne's County, State of Maryland, a body corporate, of Queen Anne's County, State of Maryland.

WHEREAS, John P. Ahern has loaned and advanced unto The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, Maryland, a body corporate, the full and just sum of One Thousand Four Hundred and Thirty Seven Dollars and Forty Five Cents (\$1,437.45), with interest thereon, payable in advance for four months, which said sum is represented by a joint and several promissory note drawn and passed to the said John P. Ahern by Joseph Barrett, Clayton Edward Berry, Norman Downes and Joseph Barrett, As Trustees as aforesaid, and endorsed in their respective individual capacities, which said note is payable at The Millington Bank of Maryland, four months (4) after date hereof, and which said note is marked across its face "Secured by mortgage of even date", to secure the payment of which said note, and each renewal thereof, or part renewal, in whole or in part of said original note or renewal or part renewal note, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH THAT, in consideration of the premises and of the sum of One Dollar, the said body corporate, The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, State of Maryland, a body corporate, do hereby grant and convey unto John P. Ahern, his heirs and assigns, in fee simple, the following real estate, to wit:-

ALL that lot of land situate, lying and being at or near the village of Price, (a station on the Queen Anne's and Kent Railroad) in the Second Election District of Queen Anne's County, Maryland, known as and distinguished on the map or plat of survey of the "Cooper's Sub-division of Brown-Faithful Land at Price, Queen Anne's County, Maryland," recorded in Liber W. F. W. #3, fol. 370, as "Lot Number Twenty-One" (Lot #21), and bounded on the north or its north-western side by the street or road called Booker Avenue, upon which street it has a frontage of 80.68 feet; on the east or its northeasterly side by the street or road called Lincoln Avenue, and upon which street it has a frontage of 210.7 feet; on the south or its southwesterly side by the aforesaid railroad, and upon which it has a frontage of 102 feet; and on its remaining side by Lot No. 22 on the aforesaid mentioned map or plat, and upon which lot it has a frontage of 190.5 feet; and being the same lot or parcel of land described and conveyed in the deed from John W. Gibbs, et al., to The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, Maryland, dated March 25th. 1920, and recorded in Liber J. F. R. #4, fols. 302, etc., a land record book for Queen Anne's County aforesaid.

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

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

PROVIDED, that if the said body corporate, The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, Maryland, their successors, heirs, executors, administrators or assigns shall well and truly pay to the said Mortgagee, his executors, administrators or assigns the aforesaid sum of Fourteen Hundred and thirty seven dollars and forty five cents (\$1437.45), and the interest to accrue thereon payable in advance, as represented by the aforesaid joint and several promissory note, payable four months from the date hereof, or any renewal or part renewal thereof, either in whole or in part, as above set forth, and shall perform all the covenants, conditions and agreements herein on his or its or their part to be perform, then this mortgage shall be void; and until default be made in the premises the said body corporate, its successors, heirs and assigns shall possess said property.

AND the said Mortgagor, The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, Maryland, for itself, and for its successors, 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 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 Mortgagee, his 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, Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the mortgagor, the aforesaid body corporate, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Mortgagee, his executors, administrators, successors or assigns, or 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 Mortgagee, the aforesaid body corporate, for itself and for its successors, heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hands and seals of the grantors.

Test:- as to the Trustees of Johnson African Methodist Episcopal Church at Price, Q. A. Co., Maryland.

E. M. Forman.

The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, Maryland.

By:-

John Wheeler (SEAL)
President.

Norman Downes (SEAL)

Clayton Edward Berry (SEAL)

his
Joseph x Berry (SEAL)
mark.

Trustees.

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

I HEREBY CERTIFY that on this 30th day of August, 1920, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John Wheeler, Norman Downes, Clayton Edward Berry and Joseph Barrett, Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, State of Maryland, and did each acknowledge the foregoing Mortgage to be their respective act as Trustees of said body corporate aforesaid.

Ezekiel M. Forman
Justice of the Peace.

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

I HEREBY CERTIFY, that on this 30th. day of August, in the year 1920, before the the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John P. Ahern, the Mortgagee above named, and made oath in due form of law that the consideration stated in the foregoing Mortgage to be true and bona fide as therein set forth,

Ezekiel M. Forman
Justice of the Peace.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 5, folio 218 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 nineteen hundred and 23.

J. F. Rolph,
Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit:- Be it remembered that on the twenty fifth day of July, in the year nineteen hundred and twenty three, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS: that we, John Palmer Smith, 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 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, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th. day of July, in the year nineteen hundred and twenty three.

WHEREAS, the above bounden, John Palmer Smith, as the attorney named in a certain mortgage, and by virtue of the power contained in a mortgage from The Trustees of Johnson African Methodist Episcopal Church to John P. Ahern, bearing date the 13th. day of August, nineteen hundred and twenty, and recorded among the Land Records of Queen Anne's County, in Liber J.F.R. No. 5, folio 218, and in which said mortgage the said John Palmer Smith is named the attorney to make sale of said property in case of default therein, 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 THE OBLIGATION ARE SUCH, that if the above bounden, John Palmer Smith, 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:

Margaret Durney.

Attest: Howard E. Price.

Seal's
Place.

John Palmer Smith (SEAL)

New Amsterdam Casualty Company.
By Johnson & McKenney.
By Wm. McKenney,
Attorney in fact.

And on the back of the foregoing bond was thus endorsed, to wit:- "Security approved and Bond filed July 25th. 1923.*"

J. F. Rolph, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, folio 24 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 25th. day of July, in the year 1923.

J. F. Rolph, Clerk.

REPORT OF SALE.
Filed July 30th. 1923.

John Palmer Smith,
attorney named in mortgage,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

vs.

IN EQUITY.

John Wheeler, Norman Downes,
Clayton Edward Berry, Joseph
Barrett, Trustees of Johnson
African Methodist Episcopal
Church, at Price, Queen Anne's
County, Maryland.

REPORT OF SALES.

To the Honorable, the Judges of said court:-

The report of John Palmer Smith, Attorney named in mortgage, to make sales in case of default said mortgage being to John P. Ahern from John Wheeler, Norman Downes, Clayton Edward Berry and Joseph Barrett, Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, Maryland, dated August thirteenth, 1920, and recorded in Liber J.F.R. #5, folio 218 etc., a land record book for Queen Anne's County, Maryland, the undersigned, John Palmer Smith as attorney named in said mortgage to make sale in case of default, a certified copy of which said mortgage is filed in the above proceedings, to your honors respectfully states:-

That by virtue of the power of sale contained in the aforesaid mortgage, default having been made in the payment of the principal debt, interest, taxes and insurance therein covenanted to be paid; and after giving bond with security approved by the Clerk of this Court for the faithful discharge of the trust reposed in him under said Mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Record, a newspapers printed and published in Queen Anne's County, Maryland, for more than twenty (20) days before the day of sale, as provided in said Mortgage, the said John Palmer Smith, Attorney named in said Mortgage, did, pursuant to said notice and advertisement, attend in front of the Court House in the town of Centreville, Queen Anne's County, Maryland, on Saturday, July 28th. 1923, at the hour of 2:30 o'clock P.M., and did then and there proceed to make sale of the real estate mentioned and described and conveyed in the aforesaid Mortgage, and that the procedure at said sale was as follows:-

In the first place, the said attorney directed the Auctioneer to read the advertisement of sale, and announce that the State, County and Town Taxes upon the property would be paid to January 1st. 1924, that the fire insurance would be adjusted to the date of sale, and that possession would be given upon ratification of the sale, and then instructed the Auctioneer to proceed to sell the said property, BEING ALL that lot of land situate, lying and being at or near the village of Price (a station on the Queen Anne's and Kentu Railroad) in the Second Election District of Queen Anne's County, Maryland, known as and distinguished on the map or plat of survey of the "Cooper's Sub-division of Brown-Faithful land at Price, Queen Anne's County, Maryland," recorded in Liber W.F.W. #3, folio 370, as "Lot Number Twenty-One" (Lot #21), and bounded on the north or its north westernly side by the street or road called Booker Avenue, upon which street it has a frontage of 80.68 feet; on the east or its northeasterly side by the street or road called Lincoln Avenue, and upon which street it has a frontage of 210.7 feet; on the South or its southwesterly side by the aforesaid railroad, and upon which it has a frontage of 102 feet; and on its remaining side by Lot No. 22 on the aforesaid mentioned map or plat, and upon which lot it has a frontage of 190.5 feet; and being the same lot or parcel of land described and conveyed in the deed from John W. Gibbs, et al., to The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, Maryland, dated March 25th. 1920, and recorded in Liber J.F.R. #4, folios 302 etc., a land record book for Queen Anne's County aforesaid, and sold the same to John P. Ahern, who was then and there the highest bidder therefor, at and for the sum of eight hundred dollars (\$800.00).

Certificate of Centreville
Record attached.
Certificated of T. Frank Seward,
Auctioneer, attached.

Respectfully submitted.

John Palmer Smith
ATTORNEY NAMED IN MORTGAGE.

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

I HEREBY CERTIFY, that on this thirtieth day of July, 1923, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared John Palmer Smith, Attorney named in 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 was fairly made.

Filed July 30th. 1923.

J. F. Rolph
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY,
MARYLAND.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed July 30th. 1923.

JOHN PALMER SMITH,
Attorney-at-law,
Centreville, Md.

MORTGAGE SALE OF JOHNSON CHURCH PROPERTY AT PRICE, MD.

Under and by virtue of the Power of sale contained in the mortgage from John Wheeler, et al., Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, Md., to John P. Ahern, dated the thirteenth day of August, nineteen hundred and twenty, and recorded in Liber J. F. R. No. 5, and folio 218 etc., a land record book for Queen Anne's County, Maryland, the undersigned, John Palmer Smith, as Attorney named in said mortgage to make sale in case of default, and default having occurred under the terms of said mortgage, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on SATURDAY, JULY 28, 1923, at the hour of 2.30 p.m., the following described real estate, to wit:

ALL THAT LOT OF LAND SITUATED, lying and being at or near the village of Price, (a station on the Queen Anne's and Kent Railroad) in the Second Election District of Queen Anne's County, Maryland, known as and distinguished on the map or plat of survey of the "Cooper's Sub-division of Brown-Faithful Land at Price, Queen Anne's County, Maryland, recorded in Liber W. F. W. No. 3, fol. 370, as "Lot Number Twenty-one", (Lot No. 21), and bounded on the north or its western side by the street or road called Booker Avenue upon which street it has a frontage of 80.86 feet; on the east or its north-eastern side by a street or road called Lincoln Avenue, and upon which street it has a frontage of 210.7 feet; on the south or its northwestern side of the aforesaid railway, and upon which it has a frontage of 102 feet; and on its remaining side by Lot No. 22 on the aforesaid mentioned map or plat, and upon which lot it has a frontage of 190.5 feet; and being the same lot or parcel of land described or conveyed in the deed from John W. Bibbs, et al., to The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, Maryland, dated March 25th. 1920, and recorded in Liber J. F. R. No. 4, fols. 302 etc., a land record book for Queen Anne's County aforesaid.

IMPROVED BY A NEW CHURCH and other buildings.

TERMS OF SALE:- One third cash day of sale. The balance in two equal installments payable respectively in six and twelve months 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 undersigned attorney.

JOHN PALMER SMITH,

Attorney named in Mortgage.
T. Frank Seward, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., July 28, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of John Palmer Smith, Atty. named in Mtg. vs. John Wheeler, et al., Trustees, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for three successive weeks (1st. insertion being July 7/1923) being 20 days before the 28 day of July, in the year 1923.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed July 30th. 1923.

By E. H. Brown, Jr.

N I S I.

John Palmer Smith, Attorney
named in Mortgage,

vs.

John Wheeler, et al., Trustees
of Johnson African M. E. Church
at Price.

{ IN THE CIRCUIT COURT
{
{ FOR QUEEN ANNE'S COUNTY
{
{ IN EQUITY.
{
{ CHANCERY NO. 2498.

ORDERED, This thirtieth day of July, A. D., 1923, that the sale of the real estate made and reported in this cause by John Palmer Smith, 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 5th. day of September next.

The Report states the amount of sales to be \$800.

Filed July 30th. 1923.

J. F. Rolph, Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT ORDER NISI.

ORDER NISI.

John Palmer Smith, Attorney named
in Mortgage,

vs.

John Wheeler, et al., Trustees of Johnson African M. E. Church
at Price.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2498.

Ordered, This 30th. day of July, A. D., 1923, that the sale of the real estate made and reported in this cause by John Palmer Smith, Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th 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 5th. day of September next.

The report states the amount of sales to be \$800.

J. T. Rolph, Clerk.

True Copy

Test: J. F. Rolph, Clerk.

Filed July 30th. 1923.

THE CENTREVILLE RECORD.

Centreville, Md., Dec. 8th. 1923.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the order nisi in the case of John Palmer Smith, Atty. named in Mortgage, vs. John Wheeler, et al., Trustees of Johnson African M. E. Church at Price, 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 5th. day of September in the year 1923.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. E. Hopkins.

CERTIFIED COPY OF DEED.
Filed June 3rd. 1927.

#7681. QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the fifth day of April, in the year nineteen hundred and twenty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twenty fifth day of March, in the year nineteen hundred and twenty, by John Gibbs and Mary Gibbs, his wife, of Queen Anne's County, in the State of Maryland, parties of the first part, and Lula Tarman and Alberta Tarman, of Baltimore, in said State, parties of the second part, and The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, State of Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the third part.

WHEREAS, by a mortgage bearing date on October 2, 1896, and recorded in Liber W.F.W. No. 9, fols. 332 etc., a land record book of said County, the said parties of the first part did convey certain land, of which the land hereinafter grated is part, unto Edwin H. Brown, Junior, to secure the payment of the sum of money in said mortgage specified; and Whereas said Edwin H. Brown, Junior, duly assigned said mortgage unto said parties of the second part, who now hold the same; and

WHEREAS, the said parties of the first part have sold unto said party of the third part the land hereinafter described at and for the sum of ninety dollars and with the understanding that said parties of the first part should procure the land hereinafter described to be released from said mortgage; and WHEREAS said parties of the second part in consideration of the sum of one hundred dollars paid to them by said parties of the first part to be applied to the indebtedness due under said mortgage, have agreed to unite with said parties of the first part in this deed for the purpose of releasing the land hereinafter described from the lien and operation of said mortgage.

NOW, THEREFORE THIS DEED WITNESSETH: that the said John Gibbs and Mary Gibbs, his wife, in consideration of the sum of ninety dollars paid to them by said party of the third part, the receipt of which is hereby acknowledged, and the said Lula Tarman and Alberta Tarman, Assignees of the mortgage hereinbefore mentioned, in consideration of the sum of one hundred dollars paid to them by said parties of the first part to be applied to said mortgage debt as aforesaid, the receipt of which sum is hereby acknowledged, do hereby grant, convey, remise, release and confirm unto the said body corporate, The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, State of Maryland, its successors and assigns forever, in fee simple, all that of lot

land situate, lying and being at or near Price (a station on the Queen Anne's and Kent Railroad) in the Second Election District of Queen Anne's County, State of Maryland, known as and distinguished on the map or plat hereinafter referred to by the number twenty one (21) and bounded on the north or its northwesterly side by the street or road called Booker Avenue upon which street it has a frontage of 80.68 feet; on the east or its northeasterly side by the street or road called Lincoln Avenue, and upon which street it has a frontage of 210.7 feet; on the south or its southwesterly side by said Railroad, and upon which it has a frontage of 102 feet; and on its remaining side by Lot No. 22 of said map, and upon which lot it has a frontage of 190.5 feet; being Lot No. 21 mentioned in the deed to the said John W. Gibbs from Edwin H. Brown, Junior, dated on the same day as the mortgage above mentioned and recorded among the land record books of said county in above mentioned liber to precede the record of said mortgage; the map above mentioned shows also the streets and roads above mentioned and is recorded in Liber W.F.W. No. 3, folio 370, a land record book of said county, and bears the designation: "Plat showing Cooper's Sub-Division of Brown-Faithful land at Price Station, Queen Anne's County, Maryland", and the signature of F. E. Schnepfe, Engineer or Surveyor.

TOGETHER with all roads, rights, ways, waters, privileges, advantages and appurtenances thereunto belonging or in anywise appertaining, and all the right, title, interest and estate therein of the said parties of the second part therein, to the intent that the land hereby conveyed may be discharged from said mortgage but that the rest of the land in said mortgage specified may remain unto the said parties of the second part in the same manner as if this release had never been made and as heretofore.

To have and to hold the land and premises above described unto the said party of the third part, its successors and assigns, in fee simple, free, clear and discharged of and from all lien and claim under said mortgage, but subject to the rules and regulations of the African Methodist Episcopal Church relating to church and parsonage property and the holding thereof. And the said John Gibbs covenants that he will warrant specially the property hereby granted and conveyed and that he will execute such other and further assurances of said land as may be requisite.

In testimony whereof the said parties of the first and second part do hereunto affix their names and seals the day and year first above written.

Test: as to John Gibbs and
Mary Gibbs is:
E. M. Forman.

his
John x Gibbs (SEAL)
mark.

Test as to Lula Tarman and
Alberta Tarman is:
Florence M. Richter.

her
Mary x Gibbs (SEAL)
mark.

Lula Tarman (SEAL)

Alberta Tarman (SEAL)

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

I hereby certify that on this 25th. day of March, nineteen hundred and twenty, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John Gibbs and Mary Gibbs, his wife, and they did each acknowledge the foregoing deed to be their respective act.

Ezekiel M. Forman.

Justice of the Peace.

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 29th. day of March, in the year nineteen hundred and twenty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Lula Tarman and Alberta Tarman and did each acknowledge the foregoing deed to be their respective act.

In testimony whereof I hereunto affix my name and seal Notarial the day and year first above written.

Notary
Public
Seal.

Florence M. Richter.
Notary Public.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. #4, folio 302, 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 June, A. D. nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF ARTICLES
OF INCORPORATION.
Filed June 3rd. 1927.

Queen Annes County, to wit: Be it remembered that on the twenty fourth day of March, in the year 1920, the following Articles of Incorporation were brought to be recorded, to wit:-

Know All Men By These Presents, that the members of the congregation of the African Methodist Episcopal Church at Price, Queen Anne's County, State of Maryland, called or known as "The Johnson African Methodist Episcopal Church, above the age of twenty one desiring to avail themselves of the provisions of the law of the State of Maryland, relating to and governing the incorporation of religious societies and congregations and intending to form a body politic or corporate agreeably to said laws, did assemble at the place ordinarily used for the meeting of said congregation, pursuant to notice of such meeting previously given, and then and there did did elect or select the following five named persons, to wit: Norman Downes, Joseph Barrett, Clayton Edward Berry, John Wheeler and James Edward Hutchins, all of whom are above the age of twenty one years and reside in Queen Anne's County, State of Maryland, to act as trustees for said corporation until their successors shall be duly elected as hereinafter provided, and did then and there, at said meeting, adopt the following plan, agreement and regulations for the government of said corporation, to wit:

First. The name of said corporation shall be "The Trustees of Johnson African Methodist Episcopal Church at Price, Queen Anne's County, State of Maryland",

Second. The Trustees hereinbefore named shall serve until the next ensuing quarterly conference of said church or of the charge or Circuit of which said church forms a part, and until their successors are elected; and from and after said conference the succession shall be kept up and their successors elected annually in accordance with the rules and discipline of the African Methodist Episcopal Church.

Third. At all meetings a majority of the trustees appointed or elected shall constitute a quorum, the minister or preacher in charge of the station or church of which said church is part shall be ex officio a member of the board of trustees and president thereof; when said minister shall be absent, the board present may appoint any one of their number to act as president protem, during the absence of said minister, Fourth, all lands, tenements, goods and chattels and property of every kind, character or description now held by any person or persons in trust for said church or congregation, and all property of every kind, character or description belonging to said church or congregation or that hereafter may be acquired by said church or congregation shall be held by it in accordance with the terms and conditions prescribed for the holding of church and parsonage property in the discipline of the African Methodist Episcopal Church.

Fifth. The Church or Congregation shall be subject to the provisions of the discipline and the usages and ministerial appointments of the African Methodist Episcopal Church in the United States of America, as from time to time authorized and declared by the General Conference of said church and the Annual Conference within whose bounds the aforesaid congregation and church is situate, and the aforesaid trustees and their successors shall manage the business or secular affairs of the same in accordance with the provisions of the aforesaid discipline.

We, the undersigned, Norman Downes, Joseph Barrett, Clayton Edward Berry, John Wheeler and James Edward Hutchins, the trustees named in the above plan of incorporation do hereby declare the proceedings referred to in said plan of incorporate took place and were held in accordance with the laws of the State of Maryland providing for the incorporation of religious societies or congregations at the time and place aforesaid.

In Testimony whereof we hereunto affix our names and seals this twentieth day of March, nineteen hundred and twenty.

Test as to all parties
signing this plan:

E. M. Forman.

Norman Downes (SEAL)
Joseph Barrett (SEAL)
Clayton Edward Berry (SEAL)
John Wheeler (SEAL)
James Edward Hutchins (SEAL)

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

I hereby certify that on this twentieth day of March, in the year nineteen hundred and twenty, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Norman Downes, Joseph Barrett, Clayton Edward Berry, John Wheeler and James Edward Hutchins, the trustees named in the foregoing plan of incorporation and did each acknowledge the foregoing of incorporation and did each acknowledge the foregoing of regulation of the government of the corporation named therein, declaring that the proceedings referred to therein were had as therein set forth and agreeably to law.

Ezekiel M. Forman.

Justice of the Peace.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber W. D. No. 1, folio 136 et seq., a Charter & Acts of Incorporation 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 June, A. D. nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

FINAL ORDER RATIFYING SALE.

John Palmer Smith,
Attorney named in Mortgage,

IN THE CIRCUIT COURT

FOR

vs,

John Wheeler, et al.,
Mortgagors.

QUEEN ANNE'S COUNTY,

FINAL ORDER OF RATIFICATION.

Ordered, this 14th. day of June, 1927, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made and reported in the above proceedings by John Palmer Smith, Attorney named in mortgage, filed in said proceedings, be, and the same is hereby FINALLY RATIFIED AND CONFIRMED, no cause to the contrary thereof having been shown, although due notice appears to have been given as provided by a previous Order nisi-passed in this Cause and duly published. The said Attorney named in Mortgage is allowed the commissions upon the sale and all costs and expenses provided for in said mortgage.

Filed June 16th. 1927.

Lewin W. Wickes.

NO. 2693 CHANCERY.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 19th. day of March, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:-

Robert E. C. Lowe, Mortgages
and Assignee,

vs.

George M. Ross and
Hester A. Ross, his wife,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,

In Equity.

No. 2693.

B. HACKETT TURNER, CLERK:

You will docket suit on the Equity side of the Circuit Court for Queen Anne's County, in accordance with the above titling, file certified copy of mortgage from George W. Ross and Hester A. Ross, dated January 7th. 1918.

H. B. W. Mitchell.

CERTIFIED COPY OF MTG.
& ASSIGNMENTS.

#6298. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh day of January, in the year nineteen hundred and eighteen, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this seventh day of January, in the year nineteen hundred and eighteen, by George W. Ross and Hester A. Ross, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said George W. Ross and Hester A. Ross are jointly and severally indebted unto Robert E. C. Lowe, of Queen Anne's County aforesaid, in the full and just sum of Nine Thousand Dollars (\$9,000.00), which said sum of Nine Thousand Dollars is the balance of the purchase money due and owing by the said George W. Ross and Hester A. Ross to the said Robert E. C. Lowe for the hereinafter described property sold to them by the said Robert E. C. Lowe and conveyed to them as tenants by the entireties by the said Robert E. C. Lowe and Ida D. Lowe, by deed bearing even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage.

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said sum of Nine Thousand Dollars shall be paid to the said Robert E. C. Lowe at the expiration of five years from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage at the rate of six per centum per annum;

AND WHEREAS it is hereby further agreed that the said George W. Ross and Hester A. Ross shall have the privilege of making partial payments on account of the said principal mortgage debt secured by this mortgage, provided that such partial payments shall in each case amount to at least the sum of Two Hundred Dollars (\$200.00) and in the event any such partial payment shall be made as aforesaid, interest on the amount of such partial payment shall cease from the date of such payment;

AND WHEREAS it was an express precedent agreement and a condition to the sale and conveyance of the said hereinafter described property by the said Robert E. C. Lowe to the said George W. Ross and Hester A. Ross, that the said principal sum of Nine Thousand Dollars and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said George W. Ross and Hester A. Ross, his wife, do hereby grant and convey unto the said Robert E. C. Lowe, his heirs and assigns, in fee simple, all that tract of land or farm known as "The Well Done Division of Lansdowne", and more recently known as the "Wrightson L. Lowe Farm", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Centreville to Hope or Clucktown, adjoining the land of Sudlar C. Tolson, formerly of Mrs. Wrightson L. Lowe, and the land of the devisees of the late William McKenney, and containing two hundred and ninety one acres of land, more or less, being the same land which was conveyed to the said George W. Ross and Hester A. Ross, his wife, as tenants by the entireties, by the said Robert E. C. Lowe and Ida D. Lowe, his wife, 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 reference is hereby made for a more particular and complete description of the said land hereby granted and conveyed.

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

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

PROVIDED, that if the said George W. Ross and Hester A. Ross, their heirs, executors, administrators or assigns, shall well and truly pay to the said Robert E. C. Lowe, his executors, administrators or assigns, the aforesaid sum of Nine Thousand Dollars (\$9,000.00), when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said George W. Ross and Hester A. Ross, their heirs and assigns, shall possess said property.

AND the said George W. Ross and Hester A. Ross, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby 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 Robert E. C. Lowe, 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 Robert E. C. Lowe, his executors, administrators or assigns, or J. Frank Harper, of Queen Anne's County aforesaid, his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or 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 George W. Ross and Hester A. Ross, 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 Robert E. C. Lowe, his executors, administrators or assigns, or J. Frank Harper, his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions, the said George W. Ross and Hester A. Ross, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS the hands and seals of the said mortgagors:-

TEST:- C. S. Jump.

George W. Ross (SEAL)

Hester A. Ross (SEAL)

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

I hereby certify that on this seventh day of January, in the year nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared George W. Ross and Hester A. Ross, his wife, and each acknowledged the foregoing 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 seventh day of January, in the year nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Robert E. C. Lowe, the within named mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

C. S. Jump
Justice of the Peace.

For value received, I hereby assign the within and foregoing mortgage to Effie M. Lowe, to the extent and for the amount of FIFTY SEVEN HUNDRED DOLLARS (\$5,700.00), with interest thereon from the seventh day of January, nineteen hundred and eighteen.

WITNESS my hand and seal this seventh day of January, in the year nineteen hundred and eighteen:-

TEST:- J. Frank Harper.

Robert E. C. Lowe (SEAL)

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the nineteenth day of March, in the year nineteen hundred and twenty seven, the following Assignments were brought to be recorded, to wit:

For value received, I hereby assign the within and foregoing mortgage to Effie M. Lowe to the extent and for the amount of THREE HUNDRED DOLLARS (\$300.00) with interest thereon from the seventh day of January, nineteen hundred and nineteen.

Witness my hand and seal this seventh day of January, in the year nineteen hundred and nineteen:-

TEST:- J. Frank Harper.

Robert E. C. Lowe (SEAL)

For value received, I hereby assign the within and foregoing mortgage to Robert E. C. Lowe to the extent and for the amount for which said mortgage was assigned to me by the assignment last above made from said Robert E. C. Lowe, bearing date the seventh day of January, nineteen hundred and nineteen, that is to say, only to the extent and for the amount of THREE HUNDRED DOLLARS (\$300.00), but to no further extent, with interest from the seventh day of July, nineteen hundred and twenty five.

Witness my hand and seal this seventeenth day of August, in the year nineteen hundred and twenty-five:

TEST: F. A. Bartlett.

Effie M. Lowe (SEAL)

For value received, I hereby transfer and assign the within and foregoing mortgage to Robert E. C. Lowe to the extent and for the amount of six hundred dollars (\$600.00), of the principal amount of said mortgage heretofore assigned to me by said Robert E. C. Lowe, by written assignment dated January 7th. 1918.

Witness my hand and seal this 23rd. day of December, in the year nineteen hundred and twenty six.

WITNESS: Sarah E. Townsend.

Effie M. Lowe (SEAL)

For value received, I hereby transfer and assign the within and foregoing mortgage to the full extent of my interest therein unto Robert E. C. Lowe for the purpose of foreclosure and collection.

Witness my hand and seal this twenty third day of February, in the year nineteen hundred and twenty seven.

WITNESS: Sarah E. Townsend.

Effie M. Lowe (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber W.F.W. #11, foliâ 294 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 19th. day of March, A. D. 1927.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the nineteenth day of March, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Robert E.C. Lowe, of Queen Anne's County, in the 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 ten 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 or assigns, jointly and severally by these presents, sealed with our seals and dated this day of March, in the year nineteen hundred and twenty seven.

WHEREAS, the said Robert E.C. Lowe, is about to execute the power of sale contained in the mortgage from George W. Ross and Hester A. Ross, his wife, to the said Robert E.C. Lowe, dated the seventh day of January, nineteen hundred and eighteen and recorded in Liber W.F.W. No. 11, folio 294, etc., a land record book for Queen Anne's County, and assigned in part unto Effie M. Lowe, and by said Effie M. Lowe, assigned unto said Robert E. C. Lowe, to the full extent of her interest therein for the purpose of foreclosure and collection.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, the said Robert E. C. Lowe, do 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 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.

Robert E. C. Lowe. (SEAL)
Maryland Casualty Company.
By Chas. E. Tucker.
Countersigned:
H.B.W. Mitchell,
Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed March 19th. 1927.

B. Hackett Turner, Clerk.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, folio 287 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 19th. day of March, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed March 22nd. 1927.

Robert E. C. Lowe,
Mortgagee and Assignee,

vs.

George M. Ross and Hester
A. Ross, his wife, Mortgagors.

In the Circuit Court

for

Queen Anne's County,

In Equity.

No. 2693 .

The Report of Robert E. C. Lowe, Mortgagee and Assignee, of the mortgage from George M. Ross and Hester A. Ross, his wife, to Robert E. C. Lowe, dated the 7th. day of January, 1917, and recorded in Liber W. F. W. No. 11, folio 294, a land record book for Queen Anne's County and by said Robert E. C. Lowe assigned in part to Effie M. Lowe and by said Effie M. Lowe assigned unto Robert E. C. Lowe to the full extent of her interest therein for the purpose of foreclosure and collection, of the sale made by him of the farm and tract of land known as "The Wrightson L. Lowe Farm", in the Sixth Election District of Queen Anne's County aforesaid, on the right side of the public road leading from Centreville to Hope, adjoining the land of Sudler C. Tolson and the land of the devisees of the late William McKenney and containing 291 acres of land, more or less, to your Honors respectfully sets forth:

Under and by virtue of the power of sale contained in the aforesaid mortgage, a certified copy thereof being filed herewith as part hereof, default having occurred 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 Centreville Observer, a newspaper printed and published in Queen Anne's County, for more than twenty days previous to day of sale 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 same 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, March 22nd., 1927, between the hours of 1.30 o'clock, p.m., and 2 o'clock p.m., and after the advertisement of said property was read, the said farm and tract of land, being the farm and tract of land mentioned and described in the above mentioned mortgage, was offered at public auction and was purchased by Robert E. C. Lowe, he being then and there the highest bidder therefor, at and for the sum of thirty dollars per acre, for the 291 acres of land, more or less, aggregating \$8730.00 for the entire tract of land.

Respectfully submitted.

Robert E. C. Lowe
MORTGAGEE AND ASSIGNEE.

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

I hereby certify that on this 22nd. day of March, in the year nineteen hundred and twenty seven, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Robert E. C. Lowe, and made oath that the matters and things stated in the within and foregoing Report of Sale were true and bona fide as therein stated, to the best of his knowledge and belief, and that the said sale was fairly made.

Filed March 22nd. 1927.

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

CERTIFICATE OF
PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed March 22nd. 1927.

SALE OF FARM UNDER MORTGAGE.

Under and by virtue of the power of sale contained in the mortgage from George W. Ross and Hester A. Ross, his wife, to Robert E. C. Lowe, dated the 7th. day of January, 1918, and recorded in Liber W.F.W. No. 11, folio 294, a land record book for Queen Anne's County, and by said Robert E. C. Lowe, assigned in part unto Effie M. Lowe and by said Effie M. Lowe assigned unto Robert E. C. Lowe to the full extent of her interest therein, for the purpose of foreclosure and collection, I, the undersigned mortgagee and assignee, default having occurred in the terms and conditions of said mortgage will sell at public auction in front of the Court House Door, in Centreville, Md., on TUESDAY, MARCH 22nd. 1927, between the hours of 1.30 o'clock and 2 o'clock p.m.,

ALL THAT FARM AND TRACT OF LAND known as "The Wrightson L. Lowe Farm", in the Sixth Election District of Queen Anne's County, aforesaid, on the right side of the public road leading from Centreville to Hope, adjoining the land of Sudler C. Tolson, and the land of the devisees of the late William McKenney, and containing 291 ACRES OF LAND, more or less, about 170 acres of arable land, balance in woodland and timber.

This land is improved by a comfortable TWO-STORY FRAME DWELLING, stable, carriage house, cow barn, new implement shed, hen house and other outbuildings.

This farm is suitable for and is adapted to the cultivation of wheat, corn, tomatoes and hay and to the raising of stock, and has small orchard of peach and apple trees.

There are about 55 acres of land on said farm seeded to wheat, which said growing wheat crop will pass to the purchaser of said farm at the sale thereof.

TERMS OF SALE - One-third of the purchase money to be paid in cash on the day of sale and the balance in two equal installments of six and twelve months from day of sale or all cash at the option of the purchaser. All deferred payments to bear interest from day of sale and to be secured by the notes of the purchaser to the satisfaction of the undersigned. A cash payment of \$2,000.00 will be required at the time of the sale.

ROBERT E. C. LOWE,
Mortgagee and Assignee.
H.B.W. MITCHELL, Attorney,
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., March 22, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the sale of farm under mortgage in the case of R.E.C. Lowe, vs. George W. Ross and Hester A. Ross, 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, first insertion being more than 20 days before the 22nd. day of March, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

N I S I.

Robert E. C. Lowe,
Mortgagee and Assignee,

vs.

George F. Ross,
Hester A. Ross.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2693 CHY.

ORDERED, This 22nd. day of March, A. D., 1927, that the sale of the real estate made and reported in this cause by Robert E. C. Lowe, Mortgagee, and Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. day of May, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th. day of April next.

The Report states the amount of sales to be \$8730.00.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed March , 1927.

Robert E. C. Lowe, Mortgagee
and Assignee,

vs.

George M. Ross and Hester
A. Ross, his wife, Mortgagors.

In the Circuit Court for

Queen Anne's County,

In Equity.

No. 2693.

Statement of Mortgage Debt.

Amt. of balance of principal mortgage indebtedness \$8500.00,
together with interest from August 15th. 1926, to March
22nd., 1927,

\$8500.00

Interest from August 15th. 1926, to March 22nd. 1927,
7 mos. and 7 days,

7 months \$297.50
7 days 9.92

307.42

\$8807.42

To H.B.W. Mitchell, the attorney having the mortgage
in hand for collection, for his commissions at 5%

440.37

\$9247.79

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

I hereby certify that on this 14th. day of February, in the year nineteen hundred and twenty seven, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Robert E. C. Lowe, and made oath that the within and foregoing Statement of Mortgage Debt was true and bona fide as therein stated, 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 ORDER NISI.
Filed June 1st. 1927.

NISI.

ROBERT E. C. LOWE,
MORTGAGEE AND ASSIGNEE,
VS.
GEORGE F. ROSS
HESTER A. ROSS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2693 CHY.

Ordered, This 22nd. day of March, A. D., 1927, that the sale of the real estate made and reported in this cause by Robert E. C. Lowe, Mortgagee and Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of April, next.

The report states the amount of sales to be \$8,730.00.

B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.
Filed March 22nd. 1927.

THE CENTREVILLE OBSERVER.

Centreville, Md., June 1, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi in the case of Robert E. C. Lowe, Mortgagee and Assignee, vs. George F. Ross and Hester A. Ross, 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 30th. day of April, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed June 1st. 1927.

By Margaret E. Durney.

For Final Order Ratifying Sale
see bottom of Page 318.

REPORT AND ACCOUNT OF
THE AUDITOR.
Filed July 7th. 1927.

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

Robert E. C. Lowe, mortgagee and assignee,
versus
George W. Ross and Hester A. Ross, his wife,
mortgagors. Chancery No. 2693.

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 reported made in the above entitled cause is not sufficient to pay the mortgage claim in full.

That in the within account Robert E. C. Lowe, the person making and reporting the sale of the cause is charged with the gross amount of the sale, and is then thereout allowed his compensation for making the sale as provided by the mortgage, the costs incident to the sale, such as the court costs, costs of advertising the sale and the several orders nisi of the cause and auctioneer and auditor's fee, and also taxes for two years on the property sold by him, in accordance with the vouchers exhibited to the auditor.

That after these allowances the balance remaining is then distributed unto Robert E. C. Lowe as mortgagee and assignee of the mortgage on account of the claim due him under the mortgage. A statement showing state of the debt after application to same of amount herein distributed is appended to the account.

Respectfully submitted,

July 7, 1927.

Madison Brown
auditor.

The proceeds of the sale of the mortgaged real estate of George W. Ross and Hester A. Ross, his wife, mortgagors, in account with Robert E. C. Lowe, mortgagee and assignee of mortgage, vendor of this cause.

1927.
March

Cr.

22. By gross amount of the mortgage sale, per report
of sale filed, to wit:

\$8,730.00

Dr:

To Robert E. C. Lowe, person making the sale, for his commissions, per terms of mortgage, to wit:	\$394.20	
To Do., for amount of state and county taxes of 1923 on property sold paid W. T. Keating, treasurer, per his receipted tax account exhibited:	152.76	
To do., for amount of state and county taxes of 1926 on property sold paid F. M. Hunter, treasurer, per his receipted tax account, exhibited:	132.88	
To do., for amount paid J.E. Anthony for crying sale per his receipted account exhibited, to wit:	25.00	
To do., for costs of advertising notice of sale and order nisi thereon in Observer paid per receipted account for same exhibited, to wit:	30.00	
To do., for costs of advertising notice of sale in Record per receipted account for same exhibited;	24.00	
To do., for the costs of his bond filed herein due to the corporate surety thereon per account:	40.00	
To do., for the costs of advertising the order nisi to be passed as to this account, to wit:	3.00	
To do., for court costs of this suit as follows: Costs Of B.H.Turner, clerk, per statement: \$18.75 Appear. fee of H. B. W. Mitchell, <u>10.00</u>	28.75	
To Madison Brown, auditor, for stating this account:	9.00	
To Robert E. C. Lowe, mortgagee and assignee, on account of his mortgage claim, this balance, to wit:	\$7,890.41	
	\$8,730.00	\$8,730.00

Statement of Mortgage Debt.

George W. Ross and Hester A. Ross, his wife, mortgagors, to Robert E. C. Lowe,	Dr:	
To amount of principal and interest due by the mortgage on day of sale:		\$8,807.42
To 5% attorneys commissions of H.B.W. Mitchell in whose hands the mortgage was placed for collection:		440.37
		\$9,247.79
Cr: by amount distributed to the mortgage debt above:		7,890.41
To balance due Robert E. C. Lowe with interest from) March 22, 1927.		\$1,357.38

July 7, 1927.

Madison Brown, auditor.

ORDER OF COURT RATIFYING SALE.

ORDERED, this 3rd. day of June, nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, in Equity, that the sale made by Robert E. C. Lowe, Mortgagee and Assignee, and reported by him in the within and foregoing report of sale, 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 of ratification Nisi, the Mortgagee and Assignee is allowed the commissions provided for by the mortgage and all expenses not personal upon producing the proper vouchers therefor to the Auditor. The said Robert E. C. Lowe having purchased the land and premises at the sale under the power of sale in the mortgage, as appears from the foregoing report of said sale Henry B.W. Mitchell is hereby appointed Trustee, without being required to give bond, to convey unto Robert E. C. Lowe the land and premises reported in the foregoing report of sale as having been sold by Robert E. C. Lowe, Mortgagee and Assignee, and purchased at the said sale thereof by Robert E. C. Lowe, upon being satisfied that the purchase money therefor has been fully paid.

Filed June 3rd. 1927.

Thomas J. Keating.

NISI RATIFICATION OF AUDIT.

Robert E. C. Lowe, mortgagee
and assignee of mortgage,

vs.

George W. Ross and
Hester A. Ross, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2693 Chy.

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 3rd. day of August 1927; provided a copy of this order be published once a week in each of two successive weeks before the 25th. day of July, 1927, in some newspaper printed and published in Queen Anne's County.

Filed July 7th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed July 27, 1927.

NISI RATIFICATION OF AUDIT.

ROBERT E.C. LOWE, MORTGAGEE AND ASSIGNEE
OF MORTGAGE,

vs.

GEORGE W. ROSS AND HESTER A. ROSS, HIS WIFE.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2693 CHY.

Ordered, This 7th. day of July, 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 3rd. day of August, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of July, 1927, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy-Test:

B. HACKETT TURNER, Clerk.

Filed July 7th. 1927.

THE CENTREVILLE OBSERVER.

Centreville, Md., July 27, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of R.E.C. Lowe, Mtgee. vs. Geo. W. Ross & Hester A. Ross, 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 25 day of July, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

ORDER OF COURT RATIFYING AUDIT.

ORDERED, this 6th. of August, nineteen hundred and twenty seven, 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 having been shown although due notice appears to have been given as required by the preceding notice of ratification nisi, and the Mortgagee and Assignee is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Filed Aug. 8th. 1927.

Thomas J. Keating.

No. 2730. CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 17th. day of November, in the year nineteen hundred and twenty-seven, the following Letter and Order to Docket Suit was filed for record, to wit:

November 10th. 1927.

B. Hackett Turner, Esq.,
Clerk of the Circuit Court,
Centreville, Md.

My dear Hackett:-

You will please find inclosed mortgage given by John Harbulak and wife to Harvey L. Cooper which has been duly assigned to me by Effie D. Knotts and John W. Davis, trading as Knotts and Davis, which assignment I wish you would please have recorded at the foot of the original mortgage in Liber B.H.T. No. 2, folio 160, one of the Mortgage Record Books for Queen Anne's County, and after recording said assignment return the said original mortgage to my office.

I wish you would also prepare a certified copy of the original mortgage and assignments which I would like to have filed in the mortgage foreclosure proceeding which I wish you would please docket for the collection and foreclosure of this mortgage in the Circuit Court for Queen Anne's County, in Equity.

I also inclose herewith my bond for \$1500.00, together with Effie D. Knotts and John W. Davis, as sureties, to cover the trust reposed in me under the aforesaid mortgage, which I wish you would please approve, and file certified copy of same in the aforesaid mortgage foreclosure proceeding.

I will appreciate your advising me of your action in this matter, and with kindest regards, I beg to remain

Yours very sincerely,

JOK:S

J. Owen Knotts.

CERTIFIED COPY OF MORTGAGE,
AND ASSIGNMENTS.

#10,765. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of July, in the year nineteen hundred and twenty four, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this twenty first day of July, nineteen hundred and twenty four, by John Harbulak and Anna Harbulak, his wife, of Queen Anne's County, in the State of Maryland

WHEREAS, we owe Harvey L. Cooper the full and just sum of One thousand dollars (\$1,000.00), same being cash loaned this day to be paid three years from the date hereof, with interest thereon, payable semi-annually, 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, we, the said John Harbulak and Anna Harbulak, his wife, do grant and convey unto the said Harvey L. Cooper, his heirs and assigns, in fee simple, all that certain tract, part or parcel of land with improvements thereon and rights, appurtenances and advantages thereto belonging, owned by the late John W. Slaughter, situate about one half mile of Templeville, Queen Anne's County, on both sides of the public road leading to Sanfield, Delaware, and described as to the lands on the west of the aforesaid road as follows, to wit:- Beginning at a bridge on said road and running with the ditch through said land to a bridge across the woods road; thence parallel with the aforesaid public road to the lands of Jas. W. Slaughter, thence with the said James W. Slaughter land to said public road to the place of beginning, and also a small lot on the opposite side of said road, the said two lots containing in the aggregate twenty eight and one half (28½) acres of land, more or less, it being the same land conveyed to Ernest G. Cooper by deed of Harvey L. Cooper, assignee, of record among the land record books for Queen Anne's County, and being also the same land conveyed to John Harbulak and Anna Harbulak, as tenants by the entireties, by deed of Ernest G. Cooper and wife, about to be recorded among the land record books for Queen Anne's County aforesaid.

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 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 due 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 or assigns, or 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 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.
Michael G. Marian.

John Harbulak (SEAL)

Anna Harbulak (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:-

I hereby certify that on this twenty first day of July, nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared John Harbulak and acknowledged the foregoing mortgage to be his act; and now, at the same time, before me, also personally appeared Harvey L. Cooper, the within named mortgagee, and made oath in due form of law that the consideration set forth on the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

Elizabeth MacDonald.
Notary Public.

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, TO WIT:-

I hereby certify that on this 22nd. day of July, nineteen hundred and twenty four, Before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia aforesaid, personally appeared Anna Harbulak, wife of John Harbulak, and acknowledged the foregoing mortgage to be her act.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

Michael G. Marian,
Notary Public.
Notary Public.
Cor. 4th. & Fairmount Ave.,
Phila., Pa.
Com. exp. Feb. 19-1926.

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

For value received, I hereby transfer and assign the within and foregoing mortgage to Sallie M. Handy, with interest from date of Mortgage. Witness my hand and seal this 6th. day of August, 1924.

Test: Mildred G. Breeding.

Harvey L. Cooper (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 1st. day of July, in the year nineteen hundred and twenty seven, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and foregoing Mortgage to Knotts and Davis, with interest from date of last interest payment (July 21st. 1926).

Witness my hand and seal this 30th. day of June, 1927.

Witness: Mary Knotts.

Sallie M. Handy (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 17th. day of November, in the year 1927, the following Assignment was brought to be recorded, to wit:

We hereby transfer and assign the within and aforegoing mortgage to J. Owen Knotts, for collection.

Witness our hands and seals this 3 day of November, 1927.

Witness: Wm. H. Knotts.

John W. Davis (SEAL)

Effie D. Knotts (SEAL)

Co partners trading as Knotts and Davis.

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. #7, folio 160 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 17th. day of November, in the year nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of November, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS; that we, J. Owen Knotts, Effie D. Knotts and John W. Davis, are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen Hundred Dollars (\$1500.00) to be paid, well and truly to be made and done, we bind ourselves and every os us, our and each of our heirs, executors, administrators and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th. day of November, 1927.

WHEREAS, the above bounden J. Owen Knotts, by virtue of the power contained/a in mortgage from John Harbulak and Anna Harbulak, his wife, to Harvey L. Cooper, bearing date July 21st. 1924, which said mortgage by mesne assignments has been duly assigned to J. Owen Knotts, and said mortgage and assignments being recorded among the Mortgage record books for Queen Anne's County, in Liber B.H.T. No. 2, folio 160 etc., is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the covenants and conditions therein contained.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden J. Owen Knotts does and shall well, truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the 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.

Test: Grace G. Stufft.

J. Owen Knotts. (SEAL)
Effie D. Knotts (SEAL)
John W. Davis (SEAL)

Wm. H. Knotts.

At the foot of the aforegoing Bond was thus endorsed, to wit: I hereby certify that if this bond was offered in this Court, that I would approve the same.

T. Clayton Horsey.
Clerk of the Circuit Court
for Caroline County.

And on the back of the aforegoing Bond was thus endorsed, to wit: Security approved and Bond filed November 17th. 1927.

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. 337 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 17th. day of November, in the year 1927.

B. Hackett Turner,
Clerk.

REPORT OF SALES.
Filed Dec. 7th. 1927.

J. OWEN KNOTTS, ASSIGNEE, :
VS. :
JOHN HARBULAK AND :
ANNA HARBULAK, HIS WIFE. :
: IN THE CIRCUIT COURT
: FOR QUEEN ANNE'S
: COUNTY
: IN EQUITY. NO. 2750 CHY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of J. Owen Knotts, Assignee, respectfully shows:

First: That on July 21st. 1924, John Harbulak and Anna Harbulak, his wife, executed a Deed of Mortgage to Harvey L. Cooper, the same being of record among the Mortgage Record Books for Queen Anne's County, State of Maryland, in Liber B.H.T. No. 2, folio 160 etc., on

ALL that certain tract, part or parcel of land with improvements thereon and rights, appurtenances and advantages thereto belonging, owned by the late John W. Slaughter, situate about one-half mile of Templeville, Queen Anne's County, on both sides of the public road leading to Sanfield, Delaware, and described as to the lands on the west of the aforesaid road as follows, to wit:

BEGINNING at a bridge on said road and running with the ditch through said land to a bridge across the woods road; thence parallel with the aforesaid public road to the lands of Jas. W. Slaughter; thence with the said James W. Slaughter land to said public road; and thence with said public road to the place of beginning; and also a small lot on the opposite side of said road, the said two lots containing in the aggregate TWENTY-EIGHT AND ONE-HALF (28½) ACRES of land, more or less, it being the same land conveyed to Ernest G. Cooper by deed of Harvey L. Cooper, Assignee, of record among the Land Record Books for Queen Anne's County, and being also the same land conveyed to John Harbulak and Anna Harbulak, as tenants by the entireties, by deed of Ernest G. Cooper and wife, said deed recorded among the Land Record Books for Queen Anne's County aforesaid; said mortgage being given to secure the payment of the sum of One Thousand Dollars (\$1000.00), together with interest thereon, and said mortgage by mesne assignments has been duly assigned on the 3rd. day of November, 1927, to J. Owen Knotts, said assignments being of record at the foot of said mortgage, as will appear by a certified copy of said mortgage and assignments filed among the proceedings in this case.

Second: That default occurred in the covenants and conditions in said mortgage contained, on the part of the said mortgagors, to be performed,

Third: That your assignee by virtue of the power of sale vested in him by said mortgage, and after the default on the part of the mortgagors, and 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 said Queen Anne's County, a copy of said advertisement with printer's certificate attached thereto being filed herewith as a part of this report, and after having given bond to the State of Maryland, in penalty with surety approved by the Clerk of the Court, did attend in front of the store house of Knotts and Davis in the village of Templeville, Queen Anne's County, Maryland, on Saturday, December 3rd. 1927, between the hours of 1 and 4 o'clock P.M., as set forth in said advertisement, and did then and there offer and expose the property hereinbefore mentioned and described, being the same property by said mortgage conveyed, at public sale, and did then and there sell the same to Charles Merchant at and for the price and sum of Thirteen Hundred Dollars (\$1300.00), he being then and there the highest bidder.

Fourth: Your Assignee further reports that the terms of sale have been satisfactorily complied with.

Respectfully submitted.

J. Owen Knotts
Assignee.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th. day of December, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared J. Owen Knotts, assignee, and made oath in due form of law that the matters and things set forth in the foregoing 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 date above written.

Notary
Public
Seal.

Grace G. Stufft
Notary Public.

Filed December 7th. 1927.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Dec. 7th. 1927.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE,
NEAR TEMPLEVILLE.

Under and by virtue of the power of sale contained in a mortgage from John Harbulak and Anna Harbulak, his wife, to Harvey L. Cooper, dated July 21st. 1924, and recorded in Liber E. H. T. No. 2, Folio 160 etc., one of the Mortgage Record Books for Queen Anne's County, which said mortgage has by mesne assignments been duly assigned to J. Owen Knotts for collection, default having occurred in the terms and conditions of said mortgage, the undersigned, as assignee for collection, will offer and expose at public sale to the highest bidder, in front of the store house of Knotts and Davis in the town of Templeville, Queen Anne's County, Maryland, on SATURDAY, DEC. 3rd. '27, between the hours of 1 and 4 o'clock P.M., the following described real estate, to wit:

All that certain tract, part or parcel of land with improvements thereon and rights, appurtenances and advantages thereto belonging, owned by the late John W. Slaughter, situate about one-half mile of Templeville, Queen Anne's County, on both sides of the public road leading to Sanfield, Delaware, and described as to the lands on the west of the aforesaid road as follows, to wit:

28½ ACRES OF LAND, more or less.

Beginning at a bridge on said road and running with the ditch through said land to a bridge across the woods road; thence parallel with the aforesaid public road to the lands of Jas. W. Slaughter; thence with the said Jas. W. Slaughter land to said public road; and thence with said public road to the place of beginning; and also a small lot on the opposite side of said road, the said two lots containing on the aggregate

it being the same land conveyed to Ernest G. Cooper by deed of Harvey L. Cooper, Assignee, of record among the Land Record Books for Queen Anne's County, and being also the same land conveyed to John Harbulak and Anna Harbulak, as tenants by the entirety, by deed of Ernest G. Cooper and wife, said deed recorded among the Land Record Books for Queen Anne's County aforesaid. The improvements consist of a 4-room FRAME DWELLING HOUSE, barn and other necessary outbuildings, all in good repair.

TERMS OF SALE:- The terms of sale are one-half cash on day of sale, and the balance thereof payable in six months from day of sale, deferred payments to be interest from day of sale and to be secured to the satisfaction of the undersigned assignee, or all cash, at the option of the purchaser. Title papers at expense of purchaser.

J. OWEN KNOTTS, Assignee.

THE CENTREVILLE RECORD.

Centreville, Md., Dec. 5th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of J. Owen Knotts, Assignee, vs. John Harbulak & Anna Harbulak, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks-1st. insertion being Nov. 10th. being more 21 days before the 3 day of Dec. in the year 1927,

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I.

J. Owen Knotts, Assignee,	(	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY,
John Harbulak and	(	IN EQUITY.
Anna Harbulak.	)	CHANCERY NO. 2730.

ORDERED, This 7th. day of December, A. D., 1927, that the sale of the real estate made and reported in this cause by J. Owen Knotts, 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 \$1300.00.

Filed December 7th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Feb. 29th. 1928.

ORDER NISI.

J. Owen Knotts, Assignee,
vs.
John Harbulak and Anna Harbulak.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2730.

Ordered, This 7th. day of December, A. D., 1927, that the sale of the real estate made and reported in this cause by J. Owen Knotts, 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 \$1300.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Dec. 7th. 1927.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Feb. 29th. 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of J. Owen Knotts, Assignee, vs. John Harbulak and Anna Harbulak, Chy. 2730, 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 10th day of January in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

STATE OF MORTGAGE DEBT.
Filed March 8th. 1928.

J. OWEN KNOTTS, ASSIGNEE, : IN THE CIRCUIT COURT
VS. : FOR QUEEN ANNE'S COUNTY
JOHN HARBULAK AND : IN EQUITY.
ANNA HARBULAK, HIS WIFE. :

To amount due on mortgage debt	\$1,000.00
To amount of interest due from July 21st. 1926 to December 3rd. 1927,	82.00
	<hr/>
Total amount of mortgage debt and interest	\$1082.00
To 5% Attorney's commissions thereon, per terms of mortgage	54.10
	<hr/>
	\$1136.10

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th. day of March, 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared John W. Davis and Effie D. Knotts, Co-partners trading as Knotts & Davis, mortgagees of the mortgage mentioned in the above entitled cause, and made oath in due form of law that the foregoing statement of mortgage debt and interest is true and correct as therein set forth to the best of their knowledge and belief.

and
WITNESS my hand/Notarial seal the date above written.

Notary
Public
Seal.

B. Ross Duling
Notary Public.

ORDER OF COURT RATIFYING SALE.

ORDERED, this 10th day of March, nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the property mentioned in these proceedings, made and reported by J. Owen Knotts, assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due public notice appears to have been given as required by the previous order of this Court. And the assignee is allowed all expenses, not personal, for which he shall produce vouchers for to the Auditor and the usual commissions for making such sale.

Filed March 10th. 1928.

Thomas J. Keating.

REPORT AND ACCOUNT
OF THE AUDITOR.

Filed April 16th. 1928.

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

J. Owen Knotts, assignee,	}	Cause No. 2730.
vs.		
John Harbulak and Anna	}	
Harbulak, his wife.		

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 reported in this cause are not sufficient to pay the costs incident to the sale and the mortgage debt in full, so that there is a balance due to the holder of the mortgage after the application to the mortgage debt of the net proceeds of the sale.

That the auditor has stated the within account by first charging J. Owen Knotts, the party making the sale with the gross amount of the sale made by him and then thereout allowing him his commissions as compensation making the sale in accordance with the terms of the mortgage, the court costs of the cause, the costs of advertising the sale and the several order nisi of the cause, the charge of the auctioneer for crying the sale, taxes due and owing by the mortgagors paid by the assignee and the fee of the auditor. The balance then remaining is then distributed or awarded unto the assignee of the mortgage in part of his mortgage claim.

That the auditor has appended a statement of the mortgage debt after the application thereto of the net proceeds of sale.

Respectfully submitted.

April 13, 1928.

Madison Brown
AUDITOR.

Filed April 16th. 1928.

Cause 2730.

The proceeds of the sale of the mortgaged real estate of John Harbulak and Anna Harbulak, his wife, mortgagors, in account with J. Owen Knotts, assignee of their mortgage, person making said sale.

1927
Dec.

Cr.

3	By amount of the gross mortgage sale, per report of sale filed, to wit:	\$1300.00.
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Dr.

To J. Owen Knotts, party making sale as assignee for his compensation making sale, per terms of mortgage, the sum of:	\$85.50
To do., for court costs of this suit as follows:	
Costs of B.H. Turner, clerk:	\$18.75
Appear. fee of J. O. Knotts,	10.00
	28.75
To do., for charges of John W. Shewbrooks for auctioneering property sold, to wit:	25.00

To do., for costs of advertising in Centreville Record notice of sale and order nisi thereon per account exhibited, to wit: sum of	42.50	
To do., for amount paid F. C. Stevens, treasurer, for taxes of 1927, due by mortgagors, per receipted tax statement exhibited, sum of	22.83	
To do., for the costs of advertising the order nisi to be passed as to this account, to wit:	3.00	
To Madison Brown, auditor, for stating this account, the sum of	<u>4.50</u>	
	\$212.08	
To J. Owen Knotts, Assignee of mortgage, on account of his mortgage claim, this balance which is not sufficient to pay the mortgage debt in full, to wit: the sum of	<u>1087.92</u>	<u>1300.00</u>
	\$1300.00	\$1300.00

Statement of Mortgage Debt.

John Harbulak and Anna Harbulak, mortgagors, to J. Owen Knotts, assignee of mortgage, to amount of the mortgage due on the day of sale Dec. 3rd. 1927, per statement of mortgage debt filed: Dr: by amount of the net sale mentioned above, to wit: Dr: to balance which bears interest from Dec. 3, 1927,	Dr. \$1136.10 <u>1087.92</u> \$ 48.18
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April 13, 1928.

Filed April 16th. 1928.

Madison Brown,
auditor.

NISI RATIFICATION OF AUDIT.

J. Owen Knotts, Assignee, vs. John Harbulak, et al.	{) {) {) {	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2730.
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ORDERED, This 16th. day of April, 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 11th day of May, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 4th. day of May, 1928, in some newspaper printed and published in Queen Anne's County.

Filed Apr. 16th. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF NISI
RATIFICATION OF AUDIT.
Filed May 11th. 1928.

NISI RATIFICATION OF AUDIT.

J. Owen Knotts, Assignee,
vs.
John Harbulak, et al.

In the Circuit Court for Queen Anne's County, In Equity. Case no. 2730.

Ordered, This 16th. day of April 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 11th. day of May, 1928; provided a copy of this order be published once a week before the 4th day of May, 1928, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
Filed April 16th. 1928.
True Copy
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., MAY 11th. 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of J. Owen Knotts, Assignee vs. John Harbulak, et al., Chy. #2730, a true copy of which is hereby 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 4th. day of May, in the year 1928.

Filed May 11th. 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

ORDER OF COURT RATIFYING AUDIT.

Ordered, this 12th. day of May, in the year 1928, by the Circuit Court for Queen Anne's County, in Equity, that the audit filed in this 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 order of nisi ratification of audit; and the said J. Owen Knotts is hereby directed to pay out and distribute the several amounts distributed in accordance with the audit.

Thomas J. Keating.

CHANCERY NO. 2721.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 15th. day of August, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:-

H. B. W. Mitchell, Assignee,	In the Circuit Court
vs.	For Queen Anne's County,
T. Benson Tatman, Mortgagor.	In Equity.

B. Hackett Turner, Clerk:-

You will docket suit as per the above titling, enter my appearance, file certify copy of mortgage from T. Benson Tatman to James T. Bright dated April 19th. 1922, and recorded in Liber J. F. R. No. 8, folio 499, a land record book for Queen Anne's County and assigned by said James T. Bright to The Queen Anne's National Bank of Centreville, a body corporate, and by said body corporate assigned to me for the purpose of foreclosure and collection; and the assignments of said mortgage, and file the bond which I hand you herewith in said cause.

H. B. W. Mitchell

CERTIFIED COPY OF MORTGAGE &
ASSIGNMENT & DEED OF ASSIGNMENT.

#9244. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty second day of April, in the year nineteen hundred and twenty two, the following Mortgage and Assignment was brought to be recorded, to wit:

THIS MORTGAGE, made this 19th. day of April, in the year nineteen hundred and twenty two, by T. Benson Tatman, of Baltimore City, of _____ County, in the State of Maryland.

WHEREAS, the said T. Benson Tatman is justly indebted unto James T. Bright in the full and just sum of eleven hundred and sixty eight dollars and fifty cents, (\$1168.50), to be repaid unto the said James T. Bright within six months from the date of this mortgage with interest at the rate of six per cent per annum, payable semi-annually; and to secure the prompt payment of the aforesaid payment of the aforesaid principal and interest it was hereby agreed that these presents should be executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the further consideration of five dollars, the said T. Benson Tatman does hereby grant and convey unto James T. Bright, his heirs and assigns, in fee simple, the hereinafter described real estate, to wit:- All that lot or parcel of land situate in the upper part of Church Hill in Queen Anne's County, Maryland, on the west side of the public road leading from Church Hill to Chestertown, on the south by the land formerly owned by Ann Parsons, on the east by the public road leading from Church Hill to I.B. and on the north by the land formerly owned by William Meredith, containing three acres of land, more or less, and being the same land which was granted and conveyed unto Arianna B. Tatman from Perry W. Story and Annie M. Story by deed dated October 9th. in the year nineteen hundred and six, and recorded in Liber S. S. No. 2, folio 177, etc., a land record book for Queen Anne's County aforesaid.

No. 2. All my right, interest, title and estate devised and bequeathed to me under the last will and testament of David Hurlock, late of Queen Anne's County, deceased; said will being recorded among the will records of Queen Anne's County, Maryland, and I do assign and transfer unto the said James T. Bright my one third interest in and to fifteen hundred dollars (\$1500.00) specifically devised and bequeathed in item 2 of the aforesaid will.

Together with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the building and improvements thereon erected and being. And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said T. Benson Tatman, his executors, administrators or assigns, shall well and truly pay to the said James T. Bright, his executors, administrators or assigns, the aforesaid sum of \$1168.50, and interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his their part to be performed, then this mortgage shall be void; and until default be made in the premises the said T. Benson Tatman, his heirs and assigns, shall possess said property.

And the said T. Benson Tatman, 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 James T. Bright, his executors, administrators or assigns, and to have said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, 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 James T. Bright, 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, 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 T. Benson Tatman 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 James T. Bright, his executors, administrators 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 T. Benson Tatman, for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

Witness my hand and seal this 19th. day of April, in the year nineteen hundred and twenty two.

Test: Walter R. Heath.

T. B. Tatman (SEAL)

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 19th. day of April, in the year nineteen hundred and twenty two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, duly commissioned and qualified, personally appeared T. Benson Tatman and acknowledged the foregoing mortgage to be his act.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

Walter R. Heath,
Notary Public.

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 two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James T. Bright, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

J. McK. Tilghman,
Justice of the Peace.

For value received, I do hereby assign the within and foregoing mortgage unto the Queen Anne's National Bank of Centreville. Witness my hand and seal this twenty first day of April, in the year nineteen hundred and twenty two.

Test: Chas. T. Bright.

James T. Bright (SEAL)

#12,577. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 15th. day of August, in the year nineteen hundred and twenty-seven, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this 15th day of August, in the year 1927, by The Queen Anne's National Bank of Centreville, a body corporate.

WITNESSETH: That the said body corporate, The Queen Anne's National Bank of Centreville, does hereby assign unto H. B. W. Mitchell, of Queen Anne's County, Maryland, for the purpose of foreclosure and collection, the mortgage from T. Benson Tatman, executed by said Tatman to James T. Bright, bearing date the 19th day of April, 1922, and recorded in Liber J. F. R. No. 8, folio 499, a land record book for Queen Anne's County, to secure \$1168.50, together with interest on said amount, and assigned April 21, 1922, by said James T. Bright to the said The Queen Anne's National Bank of Centreville, a body corporate.

IN TESTIMONY WHEREOF, the said The Queen Anne's National Bank of Centreville, a body corporate, has caused these presents to be signed by its president, and its corporate seal to be hereto affixed and attested by its cashier the day and year herein last above written.

Witness: Katherine C. Morris.

Seal's
Place.

The Queen Anne's National Bank
of Centreville, a body corporate.
by

Attest: J. Lemuel Roberts
CASHIER.

Walter T. Wright
PRESIDENT.

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

I hereby certify that on this fifteenth day of August, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Walter T. Wright, President of The Queen Anne's National Bank of Centreville, a body corporate, and acknowledged the within and foregoing deed of assignment to be the act and deed of The Centreville National Bank of Centreville, a body corporate.

In testimony whereof, I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

Notary
Public
Seal.

William W. Rhodes
Notary Public.

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

I hereby certify that the foregoing Mortgage and Assignment is truly taken and copied from Liber J. F. R. No. 8, folio 499 etc., and the Deed of Assignment is truly taken and copied from Liber B.H.T. #7, folio 96, both Land Record Books 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 15th. day of August, in the year nineteen hundred and twenty seven.

Seal's
Place.

B. Hackett Turner,
Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the fifteenth day of August, in the year nineteen hundred and twenty seven, 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, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of fifteen 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 fifteenth day of August, in the year nineteen hundred and twenty seven.

WHEREAS, the said H.B.W. Mitchell is about to execute the power of sale contained in the mortgage from T. Benson Tatman, executed by said Tatman to James T. Bright, bearing date the nineteenth day of April, nineteen hundred and twenty two, and recorded in Liber J.F.R. No. 8, folio 499, 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 default having occurred 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:

Seal's
Place.

Verha Mears.

H. B. W. Mitchell. (SEAL)
Maryland Casualty Company.
By Chas. E. Tucker,
Attorney in fact.
Countersigned:
H.B.W. Mitchell,
Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed August 15th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, folio 321, 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 15th. day of August, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed August 16th. 1927.

H. B. W. MITCHELL, ASSIGNEE,

VS.

T. BENSON TATMAN, MORTGAGOR.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY. NO. 2721 .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of H. B. W. Mitchell, Assignee of the Mortgage from T. Benson Tatman to James T. Bright dated April 19th. 1922, and recorded in Liber J. F. R. No. 8, folio 499, a land record book for Queen Anne's County, and assigned by said Bright to the Queen Anne's National Bank of Centreville, a body corporate, and by said Bank assigned to H. B. W. Mitchell for the purpose of foreclosure and collection; of the sale made by him of the undivided one-third interest of said Tatman in the lot of land, with the improvements thereon, described in said mortgage, default having occurred 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 Centreville Observer, 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 Mitchell did, pursuant to said advertisement, attend in front of the Court House door, in Centreville, Queen Anne's County aforesaid, on Tuesday, August 16th. 1927, at the hour of twenty thirty o'clock p.m., and then and there offered at public auction the undivided one-third interest in the land and premises described in said mortgage, consisting of all that lot or parcel of land situated in the upper part of Church Hill, Queen Anne's County, aforesaid, on the Northwest side of the public road leading from Church Hill to Chestertown, bounded on the South by the land formerly owned by Ann Parsons, on the East by the public road from Church Hill to I.B., and on the North by the land formerly owned by William Meredith, containing three acres of land, more or less, and being the same land that was conveyed unto Arianna B. Tatman by Perry W. Story and Annie M. Story, and sold the same to T. Benson Tatman, he being then and there the highest bidder therefor, at and for the sum of \$1,025.00; said Tatman being called upon and refusing and being unable, so far as said Mitchell was able to ascertain, to comply with the terms of sale or to make any cash payment whatever, was at once notified that unless he did comply with the terms of sale the property would be offered and sold again; the said Tatman continuing to refuse and fail to comply with the terms of sale your said Assignee immediately after the sale of the Forman and Mason real estate, the sale of which was in progress when your Assignee was making an effort to get settlement with said Tatman; the said undivided one-third interest in the said land and premises was offered again, after first reading the advertisement of sale again, after announcement had been made that this undivided one-third interest would be offered and sold again by reason of the non compliance thereof at the sale thereof earlier in the day with the terms of the sale thereof, and sold the same to the Queen Anne's National Bank of Centreville, a body corporate, it being then and there the highest bidder therefor at and for the sum of \$800.00, and the purchaser at the second sale as above set forth has complied with the terms of sale paying all of the purchase money on the day of sale.

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 sixteenth day of August, in the year nineteen hundred and twenty seven, 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 foregoing Report of Sale were just and true as therein stated, and that the sale was fairly made.

Filed Aug. 16th. 1927.

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

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed Oct. 8th. 1927.

PUBLIC SALE OF UNDIVIDED INTEREST IN RESIDENT PROPERTY
AT OR NEAR CHURCH HILL UNDER POWER OF SALE
IN MORTGAGE.

Under and by virtue of the power of sale contained in the mortgage from T. Benson Tatman to James T. Bright dated April 19th. 1922, and recorded in Liber J.F.R. No. 8, folio 499, a land record book for Queen Anne's County, and assigned by said Bright to The Queen Anne's National Bank of Centreville, a body corporate and by said bank assigned to the undersigned for the purpose of foreclosure and collection, the undersigned will sell at public auction in front of the court house door in Centreville, Maryland, TUESDAY, AUGUST 16, 1927, at the hour of 12.30 p.m., an undivided one-third interest, being the undivided one-third interest of said T. Benson Tatman, in all that lot or parcel of land situated in the upper part of Church Hill, Queen Anne's County aforesaid, on the northwest side of the public road leading from Church Hill to Chestertown, bounded on the south by the land formerly owned by Ann Parsons, on the East by the public road leading from Church Hill to I.B. and on the North by the land formerly owned by William Meredith, containing 3 acres of land, more or less, and being the same land that was conveyed unto Arianna B. Tatman by Perry W. Story and Annie M. Story.

This lot of land is improved by large frame dwelling house and out buildings.

TERMS OF SALE:- One-half of the purchase money will be required in cash at the time of the sale and the balance upon the ratification of the sale, with interest from day of sale, or all cash at the option of the purchaser.

H. B. W. MITCHELL,
Assignee of Mortgage.

THE CENTREVILLE OBSERVER.

Centreville, Md., Aug. 16, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of T. Benson Tatman, 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 16th. day of Aug. in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Aug. 16th. 1927.

By Margaret E. Durney.

STATEMENT OF MORTGAGE DEBT.
Filed Sept. 2nd. 1927.

STATEMENT OF MORTGAGE DEBT, interest and Attorney's Commission due and owing to The Queen Anne's National Bank of Centreville, a body corporate, by T. Benson Tatman, on mortgage from said Tatman to James T. Bright, dated April 19th. 1922, and recorded in Liber J. F. R. No. 8, folio 499, a land record book for Queen Anne's County, and assigned by said Bright unto said body corporate;

Amount of principal mortgage debt	\$1,168.50
Interest from September 21st. 1922, to June 11th. 1926, 3 years, 8 months and 20 days,	260.77
	\$1,429.27.
Interest on \$1,168.50 from June 11th., 1926, to day of sale, August 16th. 1927, 1 year, 2 months, 5 days	82.76
	\$1,512.03
Attorney's commissions for collection @5%	75.60
	\$1,587.63

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

I hereby certify that on this sixteenth day of August, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Walter T. Wright, President of The Queen Anne's National Bank of Centreville, a body corporate, and made oath that the within and foregoing Statement of Mortgage Debt was true as therein stated to the best of his knowledge and belief.

Notary Public Seal. In testimony whereof, I hereunto subscribe my name and Notarial Seal affix, the day and year herein last above written.

Filed Sept. 2nd. 1927.

William W. Rhodes
NOTARY PUBLIC.

N I S I.

H. B. W. MITCHELL, ASSIGNEE,

VS.

T. BENSON TATMAN, MORTGAGOR.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY NO. 2721.

ORDERED, This 16th. day of August, A. D., 1927, 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 21st. 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 21st. day of September next.

The Report states the amount of sales to be \$800.00.

Filed August 16th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ORDER NISI.

Filed Oct. 8th. 1927.

ORDER NISI.

H.B.W. Mitchell, Assignee,

VS.

T. Benson Tatman, Mortgagor.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2721.

Ordered, this 16th. day of August, A.D., 1927, 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 21st 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 21st. day of September next.

The Report states the amount of sales to be \$800.00.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed August 16th. 1927.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Oct. 8th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of H.B.W. Mitchell, Assignee, vs. T. Benson Tatman, Mortgagor, Chancery #2721, 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 21st day of September, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By

L. E. Hopkins.

Filed
Oct. 8th. 1927.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed Apr. 21st. 1928.

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

H. B. W. Mitchell, assignee of mortgage, (Cause No. 2721.
vs.)
T. Benson Tatman.

To the Honorable, the Judges of said Court:

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

That it does not appear from the proceedings of this cause that the net amount of the mortgage sale is sufficient to pay the mortgage debt in full.

That the auditor has stated the within account by first charging the party making the sale, H. B. W. Mitchell with the gross amount of the sale made and reported by him, and then by allowing him thereout as follows:

His compensation for making the sale per terms of mortgage, the costs of advertising the sale of his bond and the amount paid his auctioneer for crying the sale, the costs of advertising the order nisi to be passed as to this account and the fee of the auditor.

That the balance then remaining is awarded unto the said H.B.W. Mitchell as assignee of the mortgage in part of his mortgage claim.

That the auditor has made as part of the report a statement of the amount remaining due the assignee after the application thereto of the net proceeds of sale and this statement is appended to the report.

Respectfully submitted.

April 21, 1928.

Madison Brown
Auditor.

Cause 2721.

The proceeds of the real estate under the mortgage sale mentioned in this cause if T. Benson Tatman, mortgagor, in account with H.B.W. Mitchell, assignee of the mortgage mentioned in this cause, the person making the mortgage sale.

1927.	Cr.		
Aug.,			
16	- By gross amount of the mortgage sale of this date per report of sale filed, to wit: the sum of		\$800.00.
		Dr.	
" "	To H.B.W. Mitchell, assignee, party making the sale, for his compensation per terms of the mortgage, the sum of		\$54.54
	To do., for the cost of his bond with corporate surety thereon filed herein, per account receipted, exhibited:		10.00
	To do., for cost of advertising notice of sale in Centreville Observer per account for same receipted, exhibited:		27.00
	To do., for the cost of advertising the order nisi on sale in Centreville Record, per account for same with receipt exhibited:		5.00
	To do., for the amount paid J.E. Anthony for crying the sale per his receipt for same exhibited, to wit: the sum of		10.00
	To do., for the cost of advertising the order nisi to be passed as to this report and account, the sum of		3.00
	To Madison Brown, auditor, for stating this account, the sum of		4.50
	To H. B. W. Mitchell, assignee of the mortgage mentioned in this cause, this balance in part of his mortgage claim due on the day of sale, this balance not being sufficient to pay the claim in full, to wit: the sum of		685.96
			<hr/>
			\$800.00 \$800.00

Statement of Debt.

T. Benson Tatman, mortgagor, to H.B. W. Mitchell, assignee, Dr.

1927.

Aug. 16-	To amount of mortgage debt due under said mortgage on this date per statement filed:	\$1587.63
Cr.	By net mortgage sale applicable thereto as above:	685.96
	To balance which bears interest from Aug. 16, 1927:	<u>\$ 901.67</u>

April 21, 1928.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT.

H.B.W. Mitchell, Assignee of Mortgage,	}	IN THE CIRCUIT COURT
vs.		FOR QUEEN ANNE'S COUNTY
T. Benson Tatman.		IN EQUITY.
		CASE NO. 2721.

ORDERED, This 21st. day of April 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 21st. day of May, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of May, 1928, in some newspaper printed and published in Queen Anne's County.

Filed Apr. 21st. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed June 7th. 1928.

NISI RATIFICATION OF AUDIT.

H.B.W. MITCHELL, ASSIGNEE OF MORTGAGE,
vs.
T. BENSON TATMAN.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2721.

Ordered, This 21st. day of April, 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 21st. day of May, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of May, 1928, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.
Filed April 21st. 1928;

THE CENTREVILLE OBSERVER.

Centreville, Md., June 5, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of H.B.W. Mitchell, Assignee of Mortgage, vs. T. Benson Tatman, 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 May in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

FINAL ORDER RATIFYING AUDIT.

ORDERED, this seventh day of June, in the year nineteen hundred and twenty eight, 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 thereof having been shown, although due notice appears to have been given as required by the preceding order of ratification nisi; and the Assignee of Mortgage aforesaid is directed to apply the proceeds accordingly, with a due proportion of interest to claims and commissions as the same has been or may be received.

Thomas J. Keating.

No. 2727 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 12th. day of October, in the year nineteen hundred and twenty-eight, the following Order to Docket Suit was filed for record, to wit:

DR. JOHN R. BENTON, Assignee of Mortgage,	(In the Circuit Court for Queen Anne's County, in Equity.
vs.	
WILLIAM T. LEMUEL NELSON, Mortgagor.	(Cause No.) (

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from William T. Lemuel Nelson to T. Howard Embert, Trustee, bearing date the sixteenth day of February, nineteen hundred and twenty four, and of the assignment thereof by the said T. Howard Embert, Trustee, to Dr. John R. Benton, bearing date the twenty second day of July, nineteen hundred and twenty five, said mortgage and assignment being recorded in Liber B. H. T. No. 1, folios 299 etc., a land record book for Queen Anne's County, Maryland.

This suit, to be docketed as aforesaid, is 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 the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc.,

Harper & Horney
Solicitors for Assignee.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENT.

#10,483. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty first day of February, in the year nineteen hundred and twenty four, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, MADE THIS SIXTEENTH DAY OF February, in the year nineteen hundred and twenty four, between William T. Lemuel Nelson, unmarried, and of legal age, of the City of Baltimore, in the State of Maryland, of the first part, mortgagor, and T. Howard Embert, Trustee, of the same place, of the second part, mortgagee.

WHEREAS, the said mortgagor stands justly and bona fide indebted unto the said Mortgagee in the full and just sum of five hundred dollars, (\$500), being a part of the purchase price of the lot of ground and premises hereinafter described, for which the said Mortgagor has this day passed unto the said Mortgagee his two principal promissory notes each for two hundred and fifty dollars (\$250.00), and each dated December 31st., A.D. 1923, payable respectively eighteen and thirty months after date; and the said mortgagor has also passed unto the said Mortgagee his five interest promissory notes, each dated December 31st. A.D. 1923, the first three thereof being each for fifteen dollars (\$15.00) and the latter two being for seven dollars and fifty cents (\$7.50) each, and payable respectively six, twelve, eighteen, twenty four and thirty months after date.

And whereas to better secure the repayment of said principal sum with interest as aforesaid, these presents are executed.

Now, this mortgage witnesseth, that in consideration of the premises and of the sum of one dollar, the said William T. Lemuel Nelson, unmarried, does grant and convey unto T. Howard Embert, Trustee; his heirs and assigns, in fee simple, all that piece or parcel of ground situate and lying in the town of Queenstown, in the fifth election district of Queen Anne County, Maryland, and particularly described as follows: Beginning at a stone planted on the ground on the south side of a concrete sidewalk in front of the property hereby conveyed and at a corner where said property joins the property known as the Aker lot of ground, and running with the Aker lot south fifty degrees five minutes west, twenty five feet to a stone at the corner of the property hereby conveyed and the Aker property adjoining; thence south forty eight degrees thirty minutes east, five feet eight inches to a point fourteen inches from the corner of the house erected on the adjoining property known as the Aker house, thence south forty five feet forty five inches west eighty two feet nine inches to a stone; thence north forty seven degrees fifteen minutes west fifty two feet and four and one-half inches to a stone, thence north forty eight degrees fifteen minutes east one hundred and sixteen feet and eleven and one half inches to a stone on the south side of a concrete pavement in front of the lot herein described, thence south thirty five degrees east, forty two feet and two and one half inches to the place of beginning, containing one thousand three hundred and twenty six hundred thousandths acres of land, as will more fully appear from the plat annexed and recorded

with the deed made by S. J. Martinet and Company, surveyors of Baltimore,

Being the same lot of ground and premises which by deed of even date herewith, and recorded among the land records of Queen Anne County, immediately prior hereto was conveyed by T. Howard Embert, trustee, to the above named mortgagor, in fee simple.

Together with the buildings and improvements thereon and the rights, roads, ways, water, 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 T. Howard Embert, trustee, his heirs and assigns forever.

Provided, that if the said mortgagor, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of five hundred dollars, and all interest thereon accrued, when and as the same may be due and payable, 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 mortgagor 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, which taxes, assessments, public dues, charges, mortgage debt and interest the said mortgagor, for himself, his heirs, personal representatives 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 in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said T. Howard Embert, trustee, his personal representatives or assigns, or T. Howard Embert, attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in Queen Anne County, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including a fee of fifty 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; secondly, to the payment of all claims of the said Mortgagee, 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 the said Mortgagor, for himself, his heirs, personal representatives and assigns do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all 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 percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Queen Anne County, in Equity, which said expenses, costs and commissions the said mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said mortgagee, his personal representatives or assigns, or their said attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagor, for himself, his heirs, 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 five hundred dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, 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.

Witness the hand and seal of the said Mortgagor.

Test: Jeanette S. Fleischer.

William T. Lemuel Nelson (SEAL)

State of Maryland, City of Baltimore, to wit:-

I hereby certify that on this sixteenth 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 the City aforesaid, personally appeared William T. Lemuel Nelson, the mortgagor named in the foregoing mortgage and he acknowledged the foregoing mortgage to be his act. At the same time also appeared T. Howard Embert, Trustee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Notary
Public
Seal.

Jeanette S. Fleischer,
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the fifth day of August, in the year 1925, the following Assignment was brought to be recorded, to wit:

Baltimore, Md. July 22nd. 1925.

For value received, I, T. Howard Embert, Trustee of Thomas A. Embert, under a certain Deed of Trust recorded among the Land Records of Queen Anne's County, Maryland, do hereby assign, transfer and set over unto Dr. John R. Benton, all my right, title and interest in and to the within mortgage.

Witness my hand and seal this 22nd. day of July, A. D. 1925.

Test: Jeanette Fleischer. Seal's T. Howard Embert (SEAL)
Notary Public. Place. Trustee of Thomas A. Embert.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber B.H.T. #1, folio 299 etc., a Land Record Book for Queen Anne's County.

Seal's IN TESTIMONY WHEREOF, I hereunto subscribe my name
Place. and affix the seal of the Circuit Court for Queen
Anne's County, this 12th. day of October, in the
year nineteen hundred and twenty seven.

B. Hackett Turner,
Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the first day of November, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, John R. Benton, 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 One thousand dollars (\$1,000.00) 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, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this first day of November, in the year nineteen hundred and twenty seven;

WHEREAS, a certain mortgage from William T. Lemuel Nelson to T. Howard Embert, trustees, bearing date the sixteenth day of February, nineteen hundred and twenty four, and recorded in Liber B.H.T. No. 1, folios 299 etc., a land record book for Queen Anne's County aforesaid, has been by the said T. Howard Embert, Trustee, duly assigned to the said John R. Benton, by assignment bearing date the twenty second day of July, nineteen hundred and twenty five, and recorded among said land records at the foot of said mortgage.

AND WHEREAS, the above bounden, John R. Benton, as Assignee of said mortgage as aforesaid, is about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT if the above bounden, John R. Benton 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:
Georgia A. Dudley.
Attest: Georgia S. Dudley.

Seal's
Place.

John R. Benton. (SEAL)
United States Fidelity
Company.
By William R. Horney.
Its Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed November 1st. 1927.

B. Hackett Turner, Clerk.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 11, fol. 333, 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 1st. day of November, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Dec. 7th. 1927.

DR. JOHN R. BENTON,
Assignee of Mortgage,

vs.

WILLIAM T. LEMUEL NELSON,
Mortgagor.

In the Circuit Court for
Queen Anne's County,

In Equity.

Cause No. 2727.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Dr. John R. Benton, 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 the interest thereon covenanted to be paid by the terms of the mortgage mentioned in these proceedings, at the times therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from William T. Lemuel Nelson to T. Howard Embert, Trustee, bearing date the 16th. day of February, 1924, and recorded in Liber B. H. T. No. 1, folios 299 etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned by the said T. Howard Embert, Trustee, to the said Dr. John R. Benton, by assignment bearing date the 22nd day of July, 1925, and recorded at the foot of said mortgage. A copy of said mortgage and of the assignment thereof, duly certified, is filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said Dr. John R. Benton, Assignee of Mortgage, 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 Queenstown News, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said Dr. John R. Benton, Assignee of Mortgage, did, pursuant to said notice, attend on the premises in the town of Queenstown, Queen Anne's County, Maryland, on Tuesday, the 8th. day of November, 1927, at the hour of one o'clock P.M., and then and there, by virtue and in execution of the power of sale contained in said mortgage 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, to wit: All that piece or parcel of ground, situate, and lying in the town of Queenstown, in the Fifth Election District of Queen Anne's County, Maryland, and particularly described as follows: BEGINNING at a stone planted on the ground on the south side of a concrete sidewalk in front of the property hereby conveyed and at a corner where said property joins the property known as the Aker lot of ground, and running with the Aker lot S. 50 degrees 5 minutes W., 25 feet to a stone at the corner of the property hereby conveyed and the Aker property adjoining; thence S. 48 degrees 30 minutes #., 5 feet 8 inches to a point 14 inches from the corner of the house erected on the adjoining property known as the Aker house; thence S. 45 degrees 45 minutes W., 82 feet 9 inches to a stone; thence N. 47 degrees 15 minutes W., 52 feet and 4½ inches to a stone; thence N. 48 degrees 15 minutes E., 116 feet and 11½ inches to a stone on the south side of a concrete pavement in front of the lot herein described; thence S. 35 degrees E., 42 feet and 2½ inches to the place of beginning, containing .01326 of an acre of land, being the same real estate described in and granted by said mortgage, and sold the same to Dr. John R. Benton, of Queen Anne's County aforesaid, at and for the sum of FIVE HUNDRED DOLLARS (\$500.00), he being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Queenstown News, a newspaper printed and published as aforesaid in Queen Anne's County, Maryland, is filed herewith as a part of this Report and is marked "Exhibit A".

4. That prior to offering said property for sale, announcement was made that possession would be given upon the ratification of the sale by this Court in these proceedings; no announcement was made as to the taxes and fire insurance.

Test: Barnes Legg.

Respectfully submitted,

Jno. R. Benton
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 29th. day of November, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Dr. John R. Benton, 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

The Certificate of Pub. of Adv. of Sale which should have followed the above Report of Sale is recorded on folio 350.	Notary Public Seal.	<u>Barnes Legg</u> Notary Public.
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N I S I.

Dr. John R. Benton, Assignee of Mortgage,	}	IN THE CIRCUIT COURT
vs.		FOR QUEEN ANNE'S COUNTY,
William T. Lemuel Nelson, Mortgagor.		IN EQUITY.
	{	CHANCERY NO. 2727.

ORDERED, This 7th. day of December, A. D., 1927, that the sale of the real estate made and reported in this cause by John R. Benton, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th. 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 15th. day of January next.

The Report states the amount of sales to be \$500.00.

Filed December 7th. 1927.

B. Hackett Turner, Clerk.

ORDER NISI.

DR. JOHN R. BENTON,
Assignee of Mortgage,
vs.
WILLIAM T. LEMUEL NELSON,
Mortgagor.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2727.

Ordered, this 7th. day of December, A. D. 1927, that the sale of the real estate made and reported in this cause by Dr. JOHN R. BENTON, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th. 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 15th. day of January next.

The Report states the amount of sale to be \$500.00.

True Copy-

B. HACKETT TURNER, Clerk.
Test: B. HACKETT TURNER, Clerk.
Filed December 7th. 1927.

THE QUEENSTOWN NEWS.

Queenstown, Md., Feb. 16th. 1928.

THE QUEENSTOWN NEWS hereby certifies that the Order Nisi in the case of "Dr. John R. Benton, Assignee of Mortgage, vs. William T. Lemuel Nelson, Mortgagor", a true copy of which is hereto annexed, was inserted in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, Queen Anne's County, Maryland, once a week for four successive weeks before the 15th. day of January, 1928.

Filed March 1st. 1928.

THE QUEENSTOWN NEWS.
by M. W. Aker.

"EXHIBIT A".

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Dec. 7th. 1927.

ASSIGNEE'S SALE OF VALUABLE PROPERTY
IN QUEENSTOWN.

Default having occurred in the terms of the mortgage from William T. Lemuel Nelson to T. Howard Embert, Trustee, dated February 16, 1924, and recorded in Liber B.H.T. No. 1, folios 299 etc., a land record book for Queen Anne's County, Maryland, the undersigned assignee, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, on the premises, in the town of Queenstown, Queen Anne's County, Maryland, on TUESDAY, NOVEMBER 8, 1927, beginning at the hour of 1 o'clock P.M., the property conveyed by said mortgage consisting of

ALL that piece or parcel of ground situate and lying in the town of Queenstown, in the Fifth Election District of Queen Anne's County, Maryland, and particularly described as follows: BEGINNING at a stone planted on the ground on the south side of a concrete sidewalk in front of the property hereby conveyed and at a corner where said property joins the property known as the Aker lot of ground, and running with the Aker lot south 50 degrees 5 minutes west twenty five feet to a stone at the corner of the property hereby conveyed and the Aker property adjoining; thence south 48 degrees, 30 minutes east five feet eight inches to a point fourteen inches from the corner of the house erected on the adjoining property known as the Aker house; thence south 45 degrees 45 minutes west eighty two feet nine inches to a stone; thence north 47 degrees 15 minutes west fifty two feet and one half inches to a stone; thence north 48 degrees 15 minutes east one hundred and sixteen feet and eleven and one-half inches to a stone on the south side of a concrete pavement in front of the lot herein described; thence south 35 degrees east forty two and one-half inches to the place of beginning, containing one thousand, three hundred and twenty six hundred thousandths acres of land.

The improvements consist of a LARGE TWO AND ONE-HALF STORY FRAME DWELLING HOUSE.

TERMS OF SALE:- One-half of the purchase money will be required on the day of sale, and the balance in one year from the day of sale, or all cash, at the option of the purchaser, the credit payment, if any, to bear interest from the day of sale, and to be secured by the note of purchaser, with security to be approved by the undersigned. Further particulars will be made known on day of sale.

DR. JOHN R. BENTON, Assignee.

Queenstown, Md., November 23, 1927,

THE QUEENSTOWN NEWS hereby certifies that the advertisement of sale in the case of "Dr. John R. Benton, Assignee of Mortgage, vs. William T. Lemuel Nelson, Mortgagor", a true copy of which is hereto annexed, was inserted in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, Queen Anne's County, Maryland, once a week for four successive weeks, the first publication thereof having been made on October 15th. 1927, more than 20 days before the 8th day of November, 1927.

Filed December 7th. 1927.

THE QUEENSTOWN NEWS.

by M. W. Akér.

STATEMENT OF MORTGAGE DEBT.
Filed March 1st. 1928.

DR. JOHN R. BENTON,
Assignee of Mortgage,

vs.

WILLIAM T. LEMUEL NELSON,
Mortgagor.

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

Cause No. 2727.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debt and interest owing as of the day of sale, under the mortgage from William T. Lemuel Nelson to T. Howard Embert, Trustee, bearing date the 16th day of February, 1924, and recorded in Liber B.H.T. No. 1, folios 299 etc., a land record book for Queen Anne's County aforesaid, and duly assigned by the said T. Howard Embert, Trustee, to the said Dr. John R. Benton, by assignment bearing date the 22nd day of July, 1925, and recorded at the foot of said mortgage.

Amount of the principal mortgage debt evidenced by the promissory note secured by said mortgage attached hereto, said note being dated December 31st. 1923, and payable eighteen months after date, \$250.00

Amount of the principal mortgage debt evidenced by the promissory note secured by said mortgage attached hereto, said note being dated December 31st. 1923, and payable thirty months after date, 250.00

Amount of interest due on the two above described promissory notes from February 16th. 1927, to November 8th. 1928, (date of sale), 21.83

Total amount of principal mortgage debt and interest owing as of November 8th. 1927, \$521.83

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

I HEREBY CERTIFY that on this 28th. day of February, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Dr. John R. Benton, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

Filed March 1st. 1928. Notary Public Seal. Barnes Legg
Notary Public.

ORDER OF COURT RATIFYING SALE.
Filed March 5th. 1928.

DR. JOHN R. BENTON,
Assignee of Mortgage,
vs.

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

WILLIAM T. LEMUEL NELSON,
Mortgagor.

Cause No. 2727.

ORDERED, This third day of March, 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 sale of the real estate made by Dr. John R. Benton, Assignee of Mortgage, and reported by him in the above cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the previous Order Nisi passed in this cause on the seventh day of December, nineteen hundred and twenty seven; and the said Dr. John R. Benton, 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.

It appearing that Dr. John R. Benton, the party making the sale reported in this cause, is the purchaser of the property reported sold, it is, therefore, FURTHER ORDERED that William R. Horney, of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee, without the necessity of giving bond, to convey the property reported sold to Dr. John R. Benton unto the said Dr. John R. Benton, provided that before said property shall be conveyed by said William R. Horney, Trustee, he, the said Trustee, shall be satisfied that the purchase money named in the Report of said Sale has been fully paid.

Filed March 5th. 1928. Thomas J. Keating.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed June 16th. 1928.

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

Dr. John R. Benton, assignee of mortgage, (vs. Cause No. 2727.
William T. Demuel Nelson, mortgagor.)

To the Honorable, the Judges of said Court:

I, Madison Brown, auditor, unto Your Honors respectfully sets forth:

That from the examination of the papers of this cause and of the vouchers of the vendor making the sale herein reported it appears that the net proceeds of the sale made and reported herein are not sufficient to pay the mortgage debt due and owing on the day of the sale in full.

That in the within account I have charged John R. Benton the party making the sale with the gross amount of the sale made by him and then thereout I have allowed unto him as follows:

His commissions or compensation for making the sale, per terms of the mortgage, the court costs of this cause, per statement of clerk of court, the amount paid by him to the Queenstown News for cost of advertising the sale and the several orders nisi

of the cause, the fee of the auditor, and then the balance, same being the net proceeds of sale mentioned.

That I have made and appended to the account a statement between the mortgagor and said assignee showing the amount due by the former to the latter after the application of the net proceeds of sale to the mortgage claim due at the time of sale.

Which is respectfully submitted,

Madison Brown
auditor.

Cause 2727.

The proceeds of the sales of the mortgaged real estate of William T. Lemuel Nelson, mortgagor, in account with John R. Benton, assignee of the mortgage mentioned in this cause, party making the sale reported in this cause under terms of said mortgage.

1927.		Cr.	
Nov. 8	By gross amount of the mortgage sale, per report of sale filed, to wit:		\$500.00.
<hr/>			
		Dr.	
	To John R. Benton, party making sale for his commissions, per terms of mortgage, to wit:		\$35.00
	To do., for the court costs of cause per bill of costs of clerk as follows, to wit:		
	Costs of B.H. Turner, Clerk, paid-	\$18.75	
	Appear. fee of Harper & Horney-	<u>10.00</u>	28.75
	To do., for costs of advertising in Queenstown New notice of sale, nisi order on sale and nisi order on audit, per receipted statement filed with auditor-		17.00
	To do., for the cost of his bond due corporate surety on the bond, to wit:		5.00
	To Madison Brown, auditor, for stating this account the sum of		4.50
	To John R. Benton, assignee of mortgage, on account of his mortgage claim, this balance which is not sufficient to pay the mortgage claim in full, to wit: sum of		<u>409.75</u>
		\$500.00	\$500.00

Statement of Mortgage Debt.

William T. Lemuel Nelson, mortgagor, in account with John R. Benton, assignee of mortgage,	Dr.
1927, Nov. 8-	
To the amount of the mortgage debt due and owing by him, the mortgagor, on said date, day of sale, per statement filed, to wit: the sum of	\$521.83
Cr.	
By the net amount of above mentioned sales per above statement, to wit: the sum of	<u>409.75</u>
To balance due bearing interest from November 8, 1927-	\$112.08

June 16, 1928.

Madison Brown,
Auditor.

Filed June 16th. 1928.

NISI RATIFICATION OF AUDIT.

DR. JOHN R. BENTON, Assignee,	{	IN THE CIRCUIT COURT
vs.	{	FOR QUEEN ANNE'S COUNTY,
William T. Nelson.	{	IN EQUITY.
	}	CHANCERY No. 2727.

ORDERED, This 16th. day of June, 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 16th. day of July, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 9th. day of July, 1928., in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner,
Clerk.

Filed June 16th. 1928.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed July 23rd. 1928.

ORDER OF RATIFICATION.

DR. JOHN R. BENTON, Assignee,
vs.
WILLIAM T. LEMUEL NELSON.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2727.

Ordered, this 16th day of June, 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 16th day of July, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of July, 1928, in some newspaper printed and published in Queen Anne's County.

True Copy---

E. HACKETT TURNER, Clerk.

Test--- E. HACKETT TURNER, Clerk.

Filed June 16th. 1928.

THE QUEENSTOWN NEWS.

Queenstown, Maryland, July 17th, 1928.

THE QUEENSTOWN NEWS hereby certifies that the Audit Nisi in the case of "Dr. John R. Benton, Assignee of Mortgage, vs. William T. Lemuel Nelson, Mortgagor", 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, the first publication having been on the 23rd day of June, 1928, more than four weeks before the 16th day of July, 1928.

THE QUEENSTOWN NEWS.

Filed July 23rd. 1928.

by M. W. Aker.

ORDER OF COURT RATIFYING AUDIT.

DR. JOHN R. BENTON,
Assignee of Mortgage.

vs.

WILLIAM T. LEMUEL NELSON,
Mortgagor.

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

Cause No. 2727.

ORDERED, this 24th. day of July, 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 foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause, and the Assignee of Mortgage, Dr. John R. Benton 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 of Mortgage.

Filed July 24th. 1928.

Thomas J. Keating.

CHANCERY NO. 2697.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 21st. day of April, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:-

W. Brewster Deen and Thos. J. Keating, Jr., Assignee for Collection,	(In the Circuit Court for Queen Annes County, in Equity.
vs.)
Flora M. Johnson and Harry Johnson, her husband, Mortgagors.	(
)
	(

To B. Hackett Turner, Clerk:-

You will docket suit as per above titling for foreclosure of mortgage from Flora M. Johnson and Harry Johnson, her husband, to Harvey L. Cooper, and by mesne assignments to W. Brewster Deen and Thos. J. Keating, Jr., assigne for collection, dated January second nineteen hundred and twenty-four, and recorded in Liber B.H.T. #1, folio 164 etc., a land record book for Queen Annes County, and file in said suit a certified copy of said mortgage and the assignments thereof.

W. Brewster Deen
per Thos. J. Keating, Jr.

Thos. J. Keating, Jr.

Assignees of mortgage.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.

#10,393. QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the eighth day of January, in the year nineteen hundred and twenty four, the following Mortgage and Assignment was brought to be recorded, to wit:

THIS MORTGAGE, Made this second day of January, nineteen hundred and twenty-four, by Flora M. Johnson and Harry Johnson, her husband, of Queen Anne's County, State of Maryland;

WHEREAS, We owe Harvey L. Cooper the full and just sum of ELEVEN HUNDRED FIFTY DOLLARS (\$1150.00) same being cash loaned this day, to be paid five years 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.

NOW THEREFORE THIS MORTGAGE WITNESSETH, That for and in consideration of the premises and the further sum of one dollar, we, the said Flora M. Johnson and Harry Johnson, her husband, do hereby grant and convey unto the said Harvey L. Cooper, his heirs and assigns, in fee simple, ALL and singular that farm or tract of land with improvements thereon and rights, appurtenances and advantages thereto belonging, situate, lying and being in Queen Anne's County, State of Maryland, and described as follows, that is to say: BEGINNING for the same at a point on the public road running between said tract of land and the land of David G. Walls, and running with the land of the heirs at law of Sarah C. Pierce north 78 degrees and 30 minutes west 118 $\frac{2}{5}$ perches to the land of Nathan B. Benton; thence south 1 degree and 30 minutes west 49 $\frac{3}{5}$ perches; thence south 73 $\frac{1}{2}$ degrees east 85 perches to the aforesaid public road, and thence by said public road to the place of beginning, containing FORTY-TWO (42) acres of land, more or less, being the same land conveyed to Flora Johnson by deed of Eli Kenton and Martha Kenton, his wife, bearing date the 30th. day of December, 1920, and of record in Liber J. F. R. No. 6, folio 166 etc., one of the Land Record Books for Queen Anne's County.

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 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 any 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, 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 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.

Flora M. Johnson (SEAL)

Harry Johnson (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this second day of January, nineteen hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared Flora M. Johnson and Harry Johnson, her husband, and acknowledged the foregoing mortgage to be their act; and now at the same time, before me, also personally appeared Harvey L. Cooper, 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.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

Elizabeth MacDonald
Notary Public.

For value received, I hereby transfer and assign the within and foregoing mortgage to C. N. High.

WITNESS my hand and seal this 7th. day of January, 1924.

TEST: Mildred G. Breeding.

Harvey L. Cooper (SEAL)

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 21st. day of April, in the year nineteen hundred and twenty-seven, the following Assignment was brought to be recorded, to wit:-

I hereby transfer and assign the within and foregoing mortgage to W. Brewster Dean and Thomas J. Keating, Jr., for collection.

Witness my hand and seal this 22 day of March, 1927.

Test: Mildred C. Butler.

C. N. High (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber B.H.T. #1, folio 164 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 21st. day of April, A. D. nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of May, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, W. Brewster Deen of Caroline County, Maryland, and Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as principals, and the Fidelity and Deposit Company of Maryland, a body corporate, as surety

are held and firmly bound unto the State of Maryland, in the full and just sum of two thousand dollars (\$2,000.00) to be paid to the State of Maryland, 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 sixteenth day of May, in the year nineteen hundred and twenty seven.

Whereas, the above bounden, W. Brewster Deen and Thomas J. Keating, Jr., by virtue of the power of sale contained in a mortgage from Flora M. Johnson and Harry Johnson, her husband, to Harvey L. Cooper, dated January second, nineteen hundred and twenty four, and recorded in Liber B.H.T. #1, folio 164 etc., a land record book for Queen Anne's County aforesaid to make sale of the mortgaged premises, they, W. Brewster Deen and Thomas J. Keating, Jr. being assignees for collection of the mortgage debt;

Now, therefore, the condition of the above obligation is such that if the above bounden W. Brewster Deen and Thomas J. Keating, Jr., Assignees, shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of the mortgaged property of the proceeds thereof, then this obligation shall be void; otherwise to remain in full force and virtue in law.

Test: Verna Mears.
Test as to signature of
W. Brewster Deen. Seal's
Mildred C. Butler. Place.
As to J. F. Rolph,
C. Albert Ringgold.

Thos. J. Keating, Jr. (SEAL)
W. Brewster Deen (SEAL)
Fidelity and Deposit Company
of Maryland.
By J. F. Rolph.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed May 17th. 1927.
B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, fol. 295 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 17th. day of May, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed May 18th. 1927.

W. Brewster Deen and
Thomas J. Keating, Jr.,
assignees for collection,

In the Circuit Court
for
Queen Anne's County,

vs.

In Equity.

Flora M. Johnson and
Harry Johnson, her husband,
mortgagors.

No. 2697.

REPORT OF SALE.

To the Honorable Judges of said Courts:

This report of sale made by W. Brewster Deen and Thomas J. Keating, Jr., Assignees of Mortgage, by virtue of the power of sale contained in the mortgage from Flora M. Johnson and Harry Johnson, her husband, to Harvey L. Cooper and by mesne assignments thereof to the above named Assignees assigned, respectfully shows unto your honors:

That by virtue of the power of sale contained in the aforesaid mortgage, after suit had been docketed in this Honorable Court for foreclosure of the mortgage, and after filing in this cause a bond with surety duly approved by the Clerk of this Court in the penalty of two thousand dollars, conditioned as provided by law, and after due advertisement of sale in accordance with the terms of the mortgage as per the annexed certificate, your assignees did attend in front of the Court House door in the town of Centreville, Queen Anne's County between the hours of two and four o'clock P.M., on Tuesday, May 17, 1927, and did then and there proceed to make sale of the mortgaged property upon the terms and conditions set out in the annexed advertisement and did then and there sell said mortgaged property unto Calvin H. Taylor, of Greenville, Delaware, who was then and there the highest bidder for the sum of fifteen hundred and five dollars, which your Assignees believe to be a fair price for the property, and your Assignees have taken a deposit of one hundred dollars on account of the purchase price and the purchaser will further comply with the terms of sale upon the ratification thereof by this Honorable Court, a certificate of purchase having been given by the purchaser on the day of sale.

Respectfully submitted,

W. Brewster Deen,
by Thos. J. Keating, Jr.

Thos. J. Keating, Jr.

Assignees of mortgage.

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

This is to certify that on this 18th. day of May, in the year nineteen hundred and twenty-seven, before the subscriber, Clerk of the Circuit Court in and for the County aforesaid, personally appeared the above named Thomas J. Keating, Jr., Assignee, 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 May 18th. 1927.

B. Hackett Turner, Clerk,

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed May 18th. 1927,

MORTGAGEE'S SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power of sale contained in the mortgage from Flora M. Johnson and Harry Johnson, her husband, to Harvey L. Cooper, dated the second day of January, nineteen hundred and twenty-four, and by mesne assignments to W. Brewster Dean and Thomas J. Keating, Jr., assigned for purpose of foreclosure and collection, said mortgage and the assignments thereof being recorded in Liber B. H. T. No. 1, folio 164 etc., a land record book for Queen Anne's County, the undersigned assignees for collection 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 17, 1927, between the hours of two and four o'clock p.m., the property described in and conveyed by said mortgage, consisting of:

ALL THAT LOT OR PARCEL OF LAND situate in the First Election District of Queen Anne's County, State of Maryland, adjoining the land of the Pierce heirs, and the land of Nathan G. Benton and the land of others, near Barclay Station, and containing 42 ACRES OF LAND, more or less.

The improvements thereon consist of a modern FRAME DWELLING HOUSE of five or six rooms, stable for several horses and the usual outbuildings found on a small country place.

TERMS OF SALE-- One-half 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 person or persons making sale, or all cash at the option of the purchaser. Title papers at the expense of the purchaser.

W. BREWSTER DEAN,
THOMAS J. KEATING, JR.,
Assignees for Collection.
J. Elmer Anthony, auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., May 18, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgagee's Sale in the case of W. Brewster Deen and Thomas J. Keating, Jr., vs. Flora M. Johnson, 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 17th. day of May, in the year 1927.

Filed May 18th. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

N I S S I.

W. Brewster Deen and
Thomas J. Keating, Jr.,
Assignees for Collection,

vs.

Flora M. Johnson and
Harry Johnson, her husband.

(IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S COUNTY,
(IN EQUITY.
) CHANCERY NO. 2697.
(

ORDERED, this 18th. day of May, A. D., 1927, that the sale of the real estate made and reported in this cause by W. Brewster Deen and Thomas J. Keating,

Jr., Assignees for Collection, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. 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 30th. day of June next.

The Report states the amount of sales to be \$1505.00.

Filed May 18th. 1927.

B. Hackett Turner, Clerk.

SUPPLEMENTAL REPORT OF SALE.

Filed May 27th. 1927.

W. Brewster Deen and
Thomas J. Keating, Jr.,
Assignees for collection,

vs.

Flora M. Johnson and
Harry Johnson, her husband,
Mortgagors.

In the Circuit Court
for

Queen Anne's County,

In Equity.

No. 2697.

REPORT OF SALE.

To the Honorable Judges of said Court:

This report of sale made by W. Brewster Deen and Thomas J. Keating, Jr., Assignees of Mortgage, by virtue of the power of sale contained in the mortgage from Flora M. Johnson and Harry Johnson, her husband, to Harvey L. Cooper and by mesne assignments thereof to the above named Assignees assigned, respectfully shows unto your honors:

That by virtue of the power of sale contained in the aforesaid mortgage, default having occurred under same by reason of the non-payment of interest thereon, after suit had been docketed in this Honorable Court for foreclosure of the mortgage, and after filing in this cause a bond with surety duly approved by the Clerk of this Court in the penalty of two thousand dollars, conditioned as provided by law, and after due advertisement of sale in accordance with the terms of the mortgage as per the annexed certificate, your assignee, Thomas J. Keating, Jr., (and your Assignee, W. Brewster Deen was in telephonic communication with him), did attend in front of the Court House door in the town of Centreville, Queen Anne's County between the hours of two and four o'clock P.M., on Tuesday, May seventeenth, nineteen hundred and twenty seven, and did then and there proceed to make sale of the mortgaged property upon the terms and conditions set out in the annexed advertisement and did then and there sell said mortgaged property unto Calvin H. Taylor, of Greenville, Delaware, who was then and there the highest bidder for the sum of fifteen hundred and five dollars, which your Assignees believe to be a fair price for the property, and your Assignees have taken a deposit of one hundred dollars on account of the purchase price and the purchaser will further comply with the terms of sale upon the ratification thereof by this Honorable Court, a certificate of purchase having been given by the purchaser on the day of sale.

Respectfully submitted,

W. Brewster Deen

Thos. J. Keating, Jr.

Assignees of mortgage.

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

This is to certify that on this 27th. day of May, in the year nineteen hundred and twenty-seven, before the subscriber, Clerk of the Circuit Court in and for the County aforesaid, personally appeared the above named Thomas J. Keating, Jr., Assignee, 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 May 27th. 1927.

B. Hackett Turner,

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.

Filed May 27th. 1927.

MORTGAGEE'S SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power of sale contained in the mortgage from Flora M. Johnson and Harry Johnson, her husband, to Harvey L. Cooper, dated

the second day of January, nineteen hundred and twenty four, and by mesne assignments to W. Brewster Dean and Thomas J. Keating, Jr., assigned for purpose of foreclosure and collection, said mortgage and the assignments thereof being recorded in Liber B. H. T. No. 1, folio 164 &c., a land record book for Queen Anne's County, the undersigned assignees for collection 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 17, 1927, between the hours of two and four o'clock P.M., the property described in and conveyed by said mortgage, consisting of:

ALL THAT LOT OR PARCEL OF LAND situate in the First Election District of Queen Anne's County, State of Maryland, adjoining the land of the Pierce heirs, the land of Nathan G. Benton, and the land of others, near Barclay Station, and containing 42 ACRES OF LAND, more or less.

The improvements thereon consist of a modern FRAME DWELLING HOUSE of five or six rooms, stable for several horses and the usual outbuildings found on a small country place.

TERMS OF SALE--One-half 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 person or persons making sale, or all cash at the option of the purchaser. Title papers at the expense of the purchaser.

W. BREWSTER DEAN,
THOMAS J. KEATING, JR.,
Assignees for Collection.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., May 27, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgagee's Sale in the case of W. Brewster Deen and Thomas J. Keating, Jr., vs. Flora M. Johnson, 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 17th. day of May in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed May 27th. 1927.

By Margaret E. Durney.

N I S I.

W. Brewster Deen and
Thomas J. Keating, Jr.,
Assignees for Collection,

vs.

Flora M. Johnson and
Harry Johnson, her husband,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2697.

ORDERED, This 27th. day of May, A. D., 1927, that the sale of the real estate made and reported in this cause by W. Brewster Deen and Thos. J. Keating, Jr., Assignees of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. 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 30th. day of June next.

The Report states the amount of sales to be \$1505.00.

Filed May 27th. 1927.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed June 4th. 1927.

Thomas J. Keating, Jr.,
W. Brewster Deen,
Assignees,

vs.

Flora M. Johnson.

: In the Circuit Court
:
: for Queen Anne's County.
:
:
:

Amount of principal	\$1150.00
Int. from 7/2/26 to 5/24/27	<u>62.10</u>
Amount due	\$1212.10

State of Maryland, Caroline County, to wit:

I hereby certify that on this 3rd day of June, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared W. Brewster Deen, agent of Charles N. High and made oath in due form of law that the above consideration is true as therein set forth to the best of his knowledge and belief, and that he was duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

Mildred G. Butler
Notary Public.

EXCEPTIONS TO RATIFICATION OF SALE.
Filed August 5th. 1927.

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

W. Brewster Deen and Thomas J. Keating, Jr., assignees,	}	Cause 2697.
vs.		
Flora M. Johnson and Harry Johnson, her husband, mortgagors.	}	

To the Honorable, the Judges of said Court:

Calvin H. Taylor, who is named in the reports of sale filed in this cause as the purchaser of the property sold as set forth in said reports by Madison Brown, his attorney, unto Your Honors respectfully sets forth:

1. That as will appear by reference to the mortgage filed in these proceedings and mentioned in said reports of sale the principal mortgage debt secured by the said mortgage had not matured at the time of the sale.
2. That it does not appear from the bond filed in these proceedings as the basis of the mortgage sale nor does it appear from the reports of sale filed in this cause that any default in the terms, conditions and covenants of said mortgage had occurred at the time of the sale mentioned in the reports of sale filed.

The said Calvin H. Taylor, by Madison Brown, his attorney, excepts to the ratification of the sale reported in this cause for the following reasons:

1. Because this Honorable Court is without jurisdiction to ratify the said sale as it does not appear from the said bond and report of sale that any contingency named in the said mortgage as a basis for a sale of the mortgaged property under the power of sale contained in said mortgage had happened at the time of the sale mentioned in the reports.
2. Because no proper bond had been filed by the assignees attempting to exercise the power of sale.
3. Because it does not appear from the bond filed by the said assignees in this cause that any default had occurred in the terms of the said mortgage at the time of the execution and filing of the said bond.
4. Because it does not appear from any report of sale filed in this cause, that any default authorizing the exercise of the said power of sale had occurred in the terms of the mortgage on the day or or at the time of the sale.
5. Because it does not appear from the proceedings of this cause that any default in the terms of said mortgage authorizing the execution and exercise of the power of sale is charged or alleged.
6. Because of other reasons to be shown at the hearing.

Respectfully submitted,

Madison Brown
Attorney for Calvin H/ Taylor.

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CERTIFICATE OF PUBLICATION
OF ADV. ORDER NISI.
Filed Aug. 19th. 1927.

NISI.

W. BREWSTER DEEN AND THOS. J.
KEATING, JR., ASSIGNEES
FOR COLLECTION,

vs.

FLORA M. JOHNSON AND HARRY
JOHNSON, HER HUSBAND,
MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2697.

Ordered, this 27th. day of May, A. D., 1927, that the sale of the real estate made and reported in this cause by W. Brewster Deen and Thomas J. Keating, Jr., Assignees of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. 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 30th. day of June next.

The Report states the amount of sales to be \$1505.00.

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

B. HACKETT TURNER, Clerk.
Filed May 27, 1927.

THE CENTREVILLE OBSERVER.

Centreville, Md., Aug. 19, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi in the case of W. Brewster Deen and Thos. J. Keating, vs. Flora M. Johnson and Harry Johnson, 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 30 day of June, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

BILL OF
ANSWER TO/EXCEPTIONS.
Filed Sept. 22nd. 1927.

W. Brewster Deen and
Thomas J. Keating, Jr.,
Assignees,

vs.

Flora M. Johnson and
Harry Johnson, her husband,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Chancery #2697.

To the Honorable, the Judges of said Court:-

The answer of W. Brewster Deen and Thomas J. Keating, Jr., Assignees, to the exceptions to the ratification of sale filed in this cause by Calvin H. Taylor, purchaser, says:

1. That your Assignees admit the allegations set forth in paragraph 1 of said bill of exceptions.
2. That your Assignees admit the allegations set forth in paragraph 2 of said bill of exceptions.
3. That your Assignees deny that this Honorable Court is without jurisdiction to ratify said sale, although admitting that it does not appear from the bond or from the report of sale that default had occurred under said mortgage at the time of sale, as alleged in the first reason of exception of said Calvin H. Taylor.
4. That your Assignees deny the allegation set forth in the second reason for exception to the sale.
5. That your Assignees admit the allegation set forth in the third reason for exception to the sale but deny that this is a sufficient reason for excepting to the ratification of said sale.

6. That your Assignees admit the truth of the allegation of reason number four in said bill of exceptions but deny that this is a sufficient reason for excepting to the ratification of said sale.

7. That your Assignees deny the truth of the allegation of reason number five in said bill of exceptions, in that it appears from the statement of the mortgage debt that the interest covenanted in said mortgage to be paid was overdue and unpaid at the time that said sale was made.

Wherefore your Assignees pray that said exceptions be dismissed and that said sale be ratified and confirmed.

W. Brewster Deen

Thos. J. Keating, Jr.

PETITION.
Filed Sept. 22nd. 1927.

W. Brewster Deen and
Thomas J. Keating, Jr.,
Assignees,

vs.

Flora M. Johnson and
Harry Johnson, her husband,
Mortgagors.

In the Circuit Court

for
Queen Anne's County,

In Equity.

Chancery #2697.

To the Honorable, the Judges of said Court:-

The Petition of Thomas J. Keating, Jr. and W. Brewster Deen, Assignees, respectfully says:

That exceptions have been filed to the ratification of sale in the above entitled cause and that an answer has been filed to said exceptions.

Wherefore your petitioners pray that the case may be set down for hearing on a day and at a time to be named by your Honors, with leave to either party to produce such testimony, if any, as they may desire at the hearing.

Respectfully submitted,

W. Brewster Deen,

Thos. J. Keating, Jr.,

ASSIGNEES.

PETITION FOR AMENDMENT OF
REPORT OF SALE NUNC PRO TUNC.
Filed Sept. 27th. 1927.

W. Brewster Deen and
Thomas J. Keating, Jr.,
Assignees,

vs.

Flora M. Johnson, and
Harry Johnson, her husband,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S

COUNTY,

IN EQUITY.

Chy. #2697.

To the Honorable, the Judges of said Court:

The petition of W. Brewster Deen and Thomas J. Keating, Jr., Assignees, respectfully shows unto your Honors:

That as will appear by reference to the Supplemental Report of Sale filed in these proceedings on May 27th. 1927, no allegation of default in the terms of the mortgage was made in said report by your petitioners.

That said omission was due to inadvertance and default had actually occurred by non-payment of interest on said mortgage.

Wherefore your petitioners pray your Honors to pass an order nunc pro tunc allowing your petitioners to insert in said report of sale the allegation that default had occurred under said mortgage by non-payment thereon.

Respectfully submitted,

Thos. J. Keating, Jr.,

W. Brewster Deen, Assignees.

per. Thos. J. Keating, Jr., Atty.

Filed Sept. 26th. 1927.

In Chancery

Upon the foregoing petition, it is by the Circuit Court for Queen Annes County, in Equity, this 26th. day of September, in the year nineteen hundred and twenty-seven, that W. Brewster Deen and Thomas J. Keating, Jr., Assignees, be and they are hereby allowed to amend their Supplemental Report of Sale to the extent of inserting therein the allegation of default by reason of non-payment of interest nunc pro tunc as of the 27th. day of May, 1927.

Wm. H. Adkins.

Filed
Sept. 27th. 1927.

CORRECTED STATEMENT
OF MORTGAGE DEBT.
Filed Sept. 30th. 1927.

W. Brewster Deen and
Thomas J. Keating, Jr.,
Assignees,

vs.

Flora M. Johnson and
Harry Johnson, her husband,
Mortgagors.

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

Chancery #2697.

STATEMENT OF MORTGAGE DEBT.

Principal amount of mortgage debt on mortgage from
Flora M. Johnson and Harry Johnson, her husband, to
Harvey L. Cooper, dated Jan. 2, 1924, and recorded
in Liber B.H.T. #1, folio 164 etc.,

\$1,150.00

Interest on above mortgage from July 2, 1926, to
May 17, 1927, day of sale,

61.72

\$1,211.72

State of Maryland, Caroline County, to-wit:

I hereby certify that on this 29th. day of September, in the year nineteen hundred and twenty-seven, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Annes County, personally appeared W. Brewster Deen, Assignee, and agent of Charles N. High, mortgagee, and did make oath in due form of law that the above is a true and correct statement of the mortgage debt due and owing unto Charles N. High by Flora M. Johnson, and Harry Johnson, her husband, mortgagors, under the above described mortgage, and that no part of said debt has been paid, and did further make oath that he was duly authorized to make this affidavit.

Notary
Public
Seal.

Mildred C. Butler
NOTARY PUBLIC.

Further Corrected Statement of Debt.

Amount brought down
To this amount is to be added 5% commissions of
collection on debt and interest due to W. Brewster
Deen and Thos. J. Keating, Jr., in whose hands the
said mortgage had been placed for collection prior to sale:

\$1,211.72

60.58

Total amount due on day of sale:

\$1,272.30

Queen Anne's County, Sct: I hereby certify that on this 10 day of February, 1928, before me, the subscriber, the auditor, personally appeared Thomas J. Keating, Jr., and he did make oath in due form of law that the statement above set forth is a true statement of the amount due under the mortgage mentioned on the day of sale mentioned.

Madison Brown, auditor.

ORDER OF COURT RATIFYING SALE
AND OVERRULING EXCEPTIONS.
Filed October 8th. 1927.

In Chancery, the first day of October, nineteen hundred and twenty-seven.

It is, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the sale within reported by W. Brewster Deen and Thomas J. Keating, Jr., Assignees, 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 directed by the order nisi. The Assignees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers for to the Auditor. And the exceptions heretofore filed are hereby over-ruled.

Filed October 8th. 1927.

W. H. Adkins.

Petition which should precede
the Auditor's Report & Account
is recorded on folio 370;

REPORT AND ACCOUNT
OF THE AUDITOR.

Filed Feb. 10th. 1928.

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

W. Brewster Deen and Thomas J. Keating, Jr.,
assignees of mortgage,

vs,

Cause 2697.

Flora M. Johnson and Harry Johnson, mortgagors.

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 W. Brewster Deen and Thomas J. Keating, Jr., Assignees of the mortgage herein mentioned, with the amount of the gross sale of the mortgage real estate made by them per their reports of sale filed, and then by allowing them thereof as follows: their commissions for making the sale, per the terms of the mortgage; state and county taxes due by Flora Johnson, the mortgagor, costs of insurance obtained by them on mortgaged property, costs of advertising the sale and order nisi thereon, auctioneer's charges, costs of their bond, and the court costs, per their vouchers exhibited to the auditor; costs of advertising the order nisi to be passed as to this account and the fee of the auditor.

The balance remaining after these allowances is then distributed to the said persons so making the sale as the assignees of the mortgage of the cause, in part of their mortgage claim, this balance not being sufficient to pay the mortgage debt in full.

A statement showing the mortgage indebtedness after the application of this balance is appended to the account.

The mortgage debt statement filed September 30, 1927, was corrected before the auditor as appears by reference to the same.

Respectfully submitted,

Filed Feb. 10, 1928.

Madison Brown, auditor.

Cause No. 2697.

The proceeds of the sale of the mortgaged real estate of Flora M. Johnson, mortgagor, in account with W. Brewster Deen and Thomas J. Keating, junior, assignees of mortgage mentioned in this cause, persons making the mortgage sale herein reported.

1927.	Cr:	
May		
17...	By amount of the gross proceeds of the sale made, per reports of sale filed, to wit: the sum of	\$1,505.00
	Dr:	
" "	To W. Brewster Deen and Thomas J. Keating, jr., assignees of mortgage, persons making the sale, for their commissions, per terms of mortgage, the sum of	\$ 97.75
	To do., for the amount of state and county taxes due by said Flora M. Johnson for years 1925 and 1926, per tax statements receipted exhibited, to wit: the sum of	66.89
	To do., for costs of insurance against fire obtained by them on mortgaged property, per account receipted, exhibited, to wit:	3.10
	To do., for the amount paid auctioneer, J. E. Anthony for crying the sale made, per his account receipted, exhibited, to wit: sum of	12.50
	To do., for the costs of their bond with corporate surety thereon paid said surety, per account for same receipted, exhibited, to wit: sum of	10.00
	To do., for the costs of advertising in Centreville Observer the notice of sale and the order nisi thereon, per accounts for same receipted, exhibited, to wit: the sum of	43.25
	To do., for the court costs of this cause, per bill of costs of the clerk as follows: costs of B.H. Turner, Clerk, paid, per recp, \$19.75 Appearance fee of plaintiffs' attorneys, 10.00	29.75
	To do., for costs of advertising the order nisi to be passed as to this account, to wit:	3.00
	To Madison Brown, auditor, for stating this accounts	9.00
	To W. Brewster Deen and Thomas J. Keating, Junior, assignees of said mortgage, on account of their mortgage claim, per statement filed 30 Sept., 1927, this balance which is not sufficient to pay the mortgage claim in full, to wit: sum of	\$1,229.76
		<hr/>
		\$1,505.00 \$1,505.00

Statement of Mortgage debt.

Flora M. Johnson, to W. Brewster Deen and Thomas J. Keating, jr., assignees of mortgage,	Dr:	
To amount of the mortgage debt due on the day of sale, per statement mentioned above, to wit:		\$1,272.30
Cr: By amount applied thereto from above sales, to wit:		1,229.76
To balance due them with interest thereon from 17 May, 1927-		<hr/> 42.54

Filed February 10, 1928.

Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT.

W. Brewster Deen and Thomas J. Keating, Jr., Assignees of Mortgage,

vs.

Flora M. Johnson and Harry Johnson, Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY,

IN EQUITY.

CASE NO. 2697.

ORDERED, This 10th. day of Feby. 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 5th. day of March, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of February, 1928, in some newspaper printed and published in Queen Anne's County.

Filed Feby. 10th. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVR. NISI RATIFICATION OF AUDIT.
Filed March 12th. 1928.

NISI RATIFICATION OF AUDIT.

W. BREWSTER DEEN AND THOS. J. KEATING, JR.,
ASSIGNEES OF MORTGAGE,
VS.

FLORA M. JOHNSON AND HARRY JOHNSON, MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2697.

Ordered, This 10th. day of February, 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 5th. day of March, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 27th 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 February 10th. 1928.

THE CENTREVILLE OBSERVER.

Centreville, Md., March 7th. 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of W. Brewster Deen & Thos. J. Keating, Jr., Assignees, vs. Flore M. Johnson & Harry Johnson, 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 27th. day of February, in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed March 12th. 1928.

By Bertha G. Durney.

FINAL ORDER OF COURT RATIFYING AUDIT.

Ordered, the 12th. day of March, in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that the within 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 W. Brewster Deen and Thomas J. Keating, Junior, Assignees, are hereby directed to apply the proceeds of sale as directed by the audit with a due proportion of interest as the same has been or may be received.

Filed March 12th. 1928.

Thomas J. Keating.

Petition of Calvin Taylor, original purchaser, and of Effie Taylor, his wife, for their substitution as joint purchasers of the property reported sold in place and stead of Calvin Taylor, original purchaser.
Filed Oct. 26th. 1927.

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

W. Brewster Deen, et al.,
vs.
Flora M. Johnson et al.

Cause No. 2697.

To the Honorable, the Judges of said Court:

The petition of Calvin H. Taylor and of Effie Taylor, his wife, unto Your Honors, respectfully sets forth:

That as will appear by reference to the reports of sale filed in the above cause the said Calvin Taylor became the purchaser of the property reported sold under the mortgage described in this cause at the sale in said reports mentioned.

That the said Calvin H. Taylor and the said Effie Taylor, the petitioners, are husband and wife, and they desire as such, that is to say: as tenants by the entireties, to become the purchasers of said property in the place and stead of the said Calvin H. Taylor alone.

Your petitioners therefore pray Your Honors to pass an order substituting them as husband and wife, or as tenants by the entireties, as the purchasers of the property reported sold in the place and stead of the said Calvin H. Taylor alone, and directing the said W. Brewster Deen and Thomas J. Keating, Jr., assignees, parties making the sale reported and mentioned, upon the payment unto them of the full purchase money by your petitioners, to convey the property reported sold unto the said Calvin H. Taylor as aforesaid unto the said Calvin H. Taylor and Effie Taylor, their heirs and assigns, as tenants by the entireties and not as tenants in common, in the place and stead of the said Calvin H. Taylor alone.

Respectfully submitted,

Madison Brown
Attorney for the petitioners.

Calvin H. Taylor.

Effie Taylor.

We hereby give our consent to the passage of the order prayed for.

W. Brewster Deen,
Assignee,
per. Thos. J. Keating, Jr.

W. Brewster Deen
Thos. J. Keating, Jr.,
Assignee.

Ordered, this 26th. day of October, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, in Equity, upon the foregoing that the petitioners, Calvin H. Taylor and Effie Taylor, his wife, be, and they are hereby substituted as purchasers of the property reported sold in the reports of sale filed in above cause in the place and stead of the said Calvin H. Taylor alone, and that W. Brewster Deen and Thomas J. Keating, Jr., assignees, parties making the sale reported, upon the full payment unto them of the purchase money mentioned in the report of sale and not before be and they are hereby authorized, empowered and directed to grant and convey unto the said Calvin H. Taylor and Effie Taylor, his wife, their heirs and assigns, as tenants by the entireties and not as tenants in common, the property described as sold in the reports of sale, in the place and stead of the said Calvin H. Taylor alone.

Thomas J. Keating.

CHANCERY NO. 2598.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 19th. day of May, in the year nineteen hundred and twenty-five, the following Order to Docket Suit was filed for record, to wit:-

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

Madison Brown, attorney
named in mortgage,

versus

Cause No.

John B. Brown,
Joseph Kennard Brown.

To B. H. Turner, Clerk:-

Docket suit forthwith on your Chancery Docket in accordance with the above titling.

File in the papers of said suit a certified copy of a mortgage from John B. Brown and Joseph Kennard Brown, to Delha D. Brown, dated January 13th., 1906, and recorded in Liber J. E. G. No. 8, folio 559, land record book of said County, and of all Assignments thereof whether by short form endorsed on original mortgage or by Deeds of Assignment.

This proceeding is one for the foreclosure of said mortgage by sale of the mortgaged property by reason of default in the mortgage.

File in the papers of said suit, the accompanying bond conditioned for foreclosure of said mortgage from the plaintiff to the State of Maryland.

Enter my appearance for the plaintiff.

Madison Brown
Attorney for plaintiff.

CERTIFIED COPY OF MTG.
& ASSIGNMENT.

Queen Annes County, to wit: Be it remembered that on the sixteenth day of January, in the year Nineteen Hundred and Six, the following Mortgage and Assignment was brought to be recorded, to wit:

This Mortgage, made this thirteenth day of January, in the year nineteen hundred and six, by John B. Brown and Joseph Kennard Brown, of Howard County, in the State of Maryland, but residing in Queen Anne's County, said State, at the time of execution of this mortgage.

Whereas, the said John B. Brown and Joseph Kennard Brown are justly indebted unto Delha D. Brown, of Queen Anne's County aforesaid, in the full sum of thirteen hundred and thirty three dollars and thirty three cents, for purchase money for the real estate hereinafter described, sold by her to them, which said sum is to be paid to the said Delha D. Brown, at the expiration of five years from January first, nineteen hundred and six, with interest on said sum payable annually from said date during said period of five years, and whereas the said John B. Brown and Joseph Kennard Brown, are desirous of more effectually securing the payment of said sum and the interest to accrue thereon as aforesaid, Now this mortgage witnesseth, that in consideration of the premises and the sum of one dollar, the said John B. Brown and Joseph Kennard Brown do hereby grant and convey unto the said Delha D. Brown, in fee simple, the following described real estate, to wit: all that lot or tract of land, situate, lying and being in the Sixth Election District of Queen Anne's County aforesaid, on the left of the public road leading from Hall's X Roads to Hillsborough, adjoining the lands of Joel Brown known as "The Bennett Farm", the saw mill lot of Nellie B. Cromwell (a part of the Hall farm) and the tract of land hereinafter conveyed, containing forty two acres and sixteen square perches of land, more or less. All that lot or tract of land situate, lying and being in the Sixth Election District of Queen Anne's County aforesaid, on the left of the public road leading from the road from Centreville to Hillsborough, to Willoughby's Shops, adjoining the land granted and conveyed above, the farm known as "The Hall Farm", and the above mentioned "Bennett Farm", and containing sixty acres and three rods of land, more or less. Being the same land granted and conveyed unto the said John B. Brown and Joseph Kennard Brown, by Madison Brown and Delha D. Brown, his wife, by deed bearing even date with this Mortgage, and intended to be recorded among the land records of said county immediately preceding this mortgage, to which deed, and the references therein made, reference is hereby made for a more particular description of the same. Together with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining. Provided, that if the said John B. Brown and Joseph Kennard Brown, their or either of their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said Delha D. Brown, her personal r _____ or assigns, the aforesaid sum of thirteen hundred and thirty three dollars and thirty three cents and the interest thereon when and as the same shall become and payable as above set forth, and shall perform

all the covenants and conditions herein on their part to be performed, then this Mortgage shall be void, and until default, the said John B. Brown and Joseph Kennard Brown, their heirs and assigns, shall possess said property. And the said John B.

Brown and Joseph Kennard Brown, for themselves, and each of them, their and each of their heirs, executors, administrators, 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, or any part thereof, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the full 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 Mortgage premises may be depreciated or lessened in value. But in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant or condition in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Delha D. Brown, her legal representatives or assigns, or Madison Brown, of Queen Anne's County aforesaid, who is hereby constituted Attorney therefor, are hereby authorized to sell said premises upon giving three weeks previous notice of the time, place, manner and terms of sale, in a newspaper published in Queen Anne's County aforesaid, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making sale, the credit payments, if any, to bear interest, and to be secured by the notes of the purchaser with approved securities, and to apply the proceeds to the payment of first, all expenses incident to such sale, (including compensation to the person making the sale, the same as to Trustees in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to the said John B. Brown or Joseph Kennard Brown, or whoever may be entitled to the same.

Witness their hands and seals.

Test: B. Emory, Jr.

John B. Brown (SEAL)

Joseph Kennard Brown (SEAL)

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

I hereby certify that on this thirteenth day of January, in the year nineteen hundred and six, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John B. Brown, and Joseph Kennard Brown, and each acknowledged the foregoing mortgage to be their respective act.

B. Emory, Jr. J. P.

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

I hereby certify that on this thirteenth day of January in the year nineteen hundred and six, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Madison Brown, Agent of Delha D. Brown, the within named mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent of the said Delha D. Brown, and by her duly authorized to make said oath.

B. Emory, Jr. J. P.

For value, I hereby assign and transfer the within and foregoing mortgage to Nellie B. Cromwell. Witness my hand and seal this thirteenth day of January, nineteen hundred and six.

Delha D. Brown (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber J. E. G. #8, folio 559 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 19th. day of May, A.D. nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF DEED
OF ASSIGNMENT.

#10,810. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty first day of August, in the year nineteen hundred and twenty four, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this 19th. day of August, in the year nineteen hundred and twenty four, by and between Nellie B. Cromwell, of Howard County, State of Maryland, party of the first part, and The Centreville National Bank of Maryland, a corporation, party of the second part.

WHEREAS, the said party of the first part is the holder of a mortgage from Joseph Kennard Brown and John B. Brown, to Delha D. Brown, dated 13th. day of January, 1906, and recorded in Liber J. E. G. No. 8, fols. 559 etc., land record book of Queen Anne's County, and by Delha D. Brown duly assigned unto said Nellie B. Cromwell.

NOW THIS ASSIGNMENT WITNESSETH: that the said Nellie B. Cromwell in consideration of the sum of five dollars and for other good and valuable considerations her thereunto moving, receipts of which are hereby acknowledged, does hereby grant, convey, assign and transfer unto the said The Centreville National Bank of Maryland, its successors and assigns, all her right, title, interest and estate in and to said mortgage, and all right, title, interest and estate in and to the land described in said mortgage and the debt thereby secured.

And this assignment is made with the understanding that the said Nellie B. Cromwell hereby assigns no responsibility for the payment of said debt nor for the performance of the covenants of said mortgage.

In testimony whereof the said Nellie B. Cromwell does hereunto sign her name and affix her seal.

Test: Margaret Larkin.

Nellie B. Cromwell (SEAL)

State of Maryland, City of Baltimore, to wit:-

I hereby certify that on this 19th. day of August, nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Nellie B. Cromwell and she did acknowledge the foregoing Deed of Assignment to be her act.

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

Notary
Public
Seal.

Margaret Larkin,
Notary Public.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber B.H.T. #2, folio 228, 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 19th. day of May, A.D. nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF DEED
OF ASSIGNMENT.

#11,140. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eleventh day of March, in the year nineteen hundred and twenty five, the following Deed of Assignment was brought to be recorded, to wit:

THIS DEED OF ASSIGNMENT, made this seventh day of March, in the year nineteen hundred and twenty five, by and between THE CENTREVILLE NATIONAL BANK OF MARYLAND, a corporation, party of the first part, and GRACE BROWN, of Queen Anne's County, in the State of Maryland, party of the second part.

WHEREAS, under and by virtue of an assignment dated 19th. day of August, 1924, and recorded in Liber B.H.T. No. 2, fols. 228, &c., land record book of said county, the party of the first part is the holder of a mortgage given by Joseph Kennard Brown and John B. Brown, jr., unto Delha D. Brown, dated 13th. day of January, 1906, and recorded in Liber J. E. G. No. 8, fols. 559 &c., land record book of said county, and under which mortgage, there is now due and owing unto said Bank the sum of eighteen hundred fifty eight dollars forty two cents; and

Whereas the party of the second part has paid said sum unto said party of the first part with the understanding that this assignment should be made.

NOW, THEREFORE THIS DEED OF ASSIGNMENT WITNESSETH: that for and in consideration of the said sum of eighteen hundred fifty eight dollars forty two cents paid as aforesaid, the receipt of which is hereby acknowledged, the said THE CENTREVILLE NATIONAL BANK OF MARYLAND, does hereby grant, convey, assign and transfer unto the said GRACE BROWN, her heirs and assigns, all the right, title, interest and estate of the said party of the first part, in, to and of said mortgage, the land in said mortgage described and the debt secured by said mortgage.

And this assignment is made with the understanding that there is no guarantee on the part of the party of the first part in favor of party of second part in the matters assigned nor is there to be any recourse to party of first part on account of the matters assigned.

IN WITNESS WHEREOF the party of the first part has caused its name to be hereunto signed by Wm. R. Wilson, its President, and its corporate seal to be hereunto affixed by J. F. Rolph, its Cashier, day and year above written.

Test:

THE CENTREVILLE NATIONAL BANK
OF MARYLAND.

Test: J. F. Rolph
Its Cashier.

By Wm. R. Wilson
Its President.

State of Maryland, Queen Anne's County, SCT: I hereby certify that on this 10th. day of March, nineteen hundred and twenty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Wm. R. Wilson, President of said Bank, The Centreville National Bank of Maryland, above named, and he did acknowledge the aforesaid DEED OF ASSIGNMENT to be the act and deed of the said The Centreville National Bank of Maryland, the corporation above named.

In witness whereof I hereunto subscribe my name and affix my seal Notarial 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 the aforesaid is truly taken and copied from Liber B.H.T. #3, folio 211 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 19th. day of May, A.D. nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wits: Be it remembered that on the nineteenth day of May, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wits:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, and 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 laws of the State of Maryland, to become sole surety on bonds required in mortgage foreclosure proceedings, etc., are held and firmly bound unto the State of Maryland, in the full and just sum of six 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 bond, 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 18th. day of May, in the year nineteen hundred and twenty five.

WHEREAS John B. Brown and Joseph Kennard Brown, by mortgage dated on the thirteenth day of January, in the year nineteen hundred and six, and recorded in Liber J. E. G. No. 8, folio 559, a land record book of Queen Anne's County aforesaid, did convey certain lands therein described unto Delha D. Brown, to secure to her the payment of the sum of one thousand three hundred and thirty three dollars (\$1333.33) at the time in said mortgage specified.

WHEREAS, the said Madison Brown, is named attorney in said mortgage to execute the power of sale therein contained of the mortgaged property in case of default in the terms, conditions and covenants of said mortgage.

WHEREAS, default has occurred in the terms, conditions and covenants of said mortgage by reason of the non payment of the said principal debt, secured by said mortgage as aforesaid, and the interest thereon by said mortgage covenanted to be paid, and the said Madison Brown, because of said default is about to make sale of the real estate described in said mortgage.

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

Signed, sealed and delivered
in the presence of Hilda T. Seward.
Countersigned
at Centreville, Md.,
By J. Lemuel Roberts,
5/18/25.

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.

And on the back of the foregoing Bond was thus endorsed, to wit:
"Security approved and bond filed May 19th. 1925 at 11 o'clock. A.M.
E. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, folio , 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 19th. day of May, in the year 1925.

B. Hackett Turner,
Clerk.

REPORT OF SALE.
Filed Sept. 8th. 1926.

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

Madison Brown, attorney named
in mortgage, plaintiff,
vs.

John B. Brown and
Joseph Kennard Brown,
defendants.

Chancery Docket,
Cause No. 2598.

To the Honorable, the Judges of said Court:

The report of Madison Brown, who is hereinafter called "vendor", unto Your Honors respectfully sets forth:

That default occurred in the terms, conditions and covenants of the mortgage from John B. Brown and Joseph Kennard Brown to Delha D. Brown dated January 13, 1906, and recorded in Liber J. E. G. No. 8, fol. 559, a land record book of said county when the mortgage debt secured by said mortgage was not paid at the time named in said mortgage for the payment of the same, and said debt yet remains unpaid.

That said mortgage was assigned by the said Delha D. Brown, unto Nellie F. Cromwell who assigned the same unto the Centreville National Bank of Maryland, which bank later assigned said mortgage unto Grace G. Brown, who now holds the same; a copy of said mortgage duly certified and of said assignments also certified are filed in this cause.

That your vendor is advised that there is now due by said mortgage the sum of eighteen hundred fifty eight dollars and forty two cents with interest from March 7, 1925.

That the said vendor, Madison Brown, is clothed by the terms of said mortgage with power and authority to sell the mortgaged real estate in case of default in the terms of said mortgage.

That on May 19, 1925, the vendor, because of said default, instituted suit in this court for the foreclosure of this mortgage by filing with the clerk of the court a bond executed by the vendor given to the State of Maryland in the penalty of the sum of six thousand dollars conditioned as required by law for the foreclosure of the

mortgage under the said power and authority of sale which bond was approved by said clerk.

That prior to the 19th day of May, 1925, the said vendor caused to be advertised in both The Centreville Record and The Centreville Observer, two newspapers published in said county, notice of the time, place, manner and terms of a sale of the mortgaged property to be made by him on the day just named, the notice of sale appearing in the newspaper first named appearing for more than twenty days previous to the day of sale named; a copy of said last named notice is filed herewith a part hereof.

That pursuant to the advertised notices of sale the said vendor did attend in front of the court house door in the town of Centreville in said county, on Tuesday, May 19, 1925, at hour of two o'clock P.M., and then and there under the power and authority mentioned proceeded to offer the mortgaged property through the medium of T. F. Seward, auctioneer, at public auction to the highest bidder, and was obliged to withdraw said property for the reason that no bid whatsoever was received, although every effort was made by the vendor and his auctioneer to obtain some bid.

That between the 19th day of May, 1925, and the 8th day of September, 1926, your vendor made many efforts to sell the mortgaged property by offering the same to persons seeking to purchase real estate as well as those persons in whom he sought to awaken an interest in the mortgaged property, and by letting it be known in the neighborhood of the property that the mortgaged property was for sale, but the vendor received no definite offer which he felt he could accept until the 8th day of September, 1926, when on Alza Neighbors made the vendor an offer of three thousand dollars for said property, the offer being accompanied by the following conditions:

That the said Madison Brown would procure one Nellie F. Cromwell to sell to said Neighbors her lot of land adjoining the mortgaged property without which property of said Nellie F. Cromwell said Neighbors did not want the mortgaged property;

That said Neighbors would be able to secure under the deed to him from said Nellie F. Cromwell and under the deed to him from this vendor fee simple marketable titles to both properties;

That if said Neighbors could not so secure such titles he would be relieved of the necessity of complying with the terms of the sale made hereunder and said sale was to be set aside;

That said vendor would pay all state and county taxes of the current year out of the proceeds of the sale to the relief of the purchaser.

That said vendor has, since said offer procured the said Nellie F. Cromwell to sell said property so owned by her unto the said Alza Neighbors by written contract, and has accepted the offer of the said Alza Neighbors as the said vendor considers said offer the best definite offer he has received and the purchase price as good, if not better than what could be obtained at public auction.

That therefor your vendor now reports to this Honorable Court that in execution of the power and authority of sale conferred upon him by said mortgage he has sold at private sale unto the said Alza Neighbors the mortgaged property at and for the sum of three thousand dollars with the understanding that the sale herein made shall be approved by this Court; that said Alza Neighbors shall be able to receive under the deeds to be made to him for said properties fee simple marketable titles to each property or be relieved of his purchase of the mortgaged property; that all state and county taxes on the mortgaged property are to be paid out of the proceeds of the sale hereby made; that the mortgaged property is sold subject to the rights of the present tenant; that all rents to be paid out of the mortgaged property during the current year are reserved by the terms of sale from passing to the purchaser.

That said Alza Neighbors has paid unto Your vendor the sum of four hundred dollars on account of the purchase money mentioned, and has agreed to pay the balance thereof when the sale herein reported has been finally consummated under the plan herein set forth,

That the mortgaged property consists of the two lots of land described in the mortgage and contains the acreage in the mortgage mentioned instead of the acreage mentioned in the annexed copy of advertisement of sale.

That the mortgaged property is now owned by the following named persons:

By Alice G. Brown, widow of John B. Brown, deceased, one of the mortgagors, to the extent of one half under the deed to her from said John B. Brown dated June 7, 1924, and recorded in Liber B. H. T. No. 2, fol. 66, land record book of said county:

By Grace G. Brown, widow of Joseph Kennard Brown, the other mortgagor, now deceased, to extent of one third of one half and by the four children of the said Joseph Kennard Brown, to the extent of two thirds of one half; said Joseph Kennard Brown having died in year 1925 intestate leaving as his only heirs at law, his said widow and four children.

Total amount of sale is sum of \$3,000.00.

Madison Brown
Attorney named in mortgage,
vendor.

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 six, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, above named attorney and vendor, and he did make oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein set forth and that the sale therein reported was fairly made.

B. Hackett Turner,

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

CERTIFICATION OF PUB. OF
ADV. OF SALE.
Filed Sept. 8th. 1926.

MORTGAGE SALE OF FARM.

Default having occurred in the mortgage from J. Kennard Brown, et al., to Dehla D. Brown, dated Jan. 13th. 1906, and recorded in Liber J. E. G. No. 8, folio 58, land record of Queen Anne's County, the undersigned, by virtue of the Power of Sale upon him conferred by said mortgage, will sell at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, at the hour of 2 o'clock P.M., on TUESDAY, MAY 19, 1925,

All that farm called or known as "The J. Kennard Brown Farm", situate in the 6th. District of Queen Anne's County, containing 126 ACRES, 1 ROOD, 11 PERCHES OF LAND, more or less.

The road from Starr to Willoughby passes the front of this farm and the road from Starr to Hillsboro the side thereof. The farm adjoins the "Bennett Farm" where William B. Hollingsworth lives, and is composed of the farm proper containing the buildings and the tract called "The Saw Mill Lot", containing 23 acres, 1 rood, 33 perches of land, more or less, on road first mentioned by a side of the front field next to Starr.

Improvements consist of a frame DWELLING HOUSE, shingled sides, barn, stable, silo, and small labor house,

This is a nice little farm of good land suitable for corn, wheat, hay, tomatoes, and the small meadow thereon furnishes good pasture for cattle and is especially fine for raising of geese. The village of Starr with stores, church, school and cannery is but a short distance away.

TERMS OF SALE:- One third of purchase money in cash on day of sale, balance in one and two years from day of sale; or all cash at option of purchaser on ratification of sale; all deferred payments to bear interest from day of sale and to be secured by notes of purchaser with security to meet the approval of undersigned. Cash deposit of \$500.00 required at time of sale. Further particulars made known on day of sale.

MADISON BROWN,
Attorney Named in Mortgage.
T. F. Seward, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., Sept. 8th. 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Madison Brown, Atty. vs. J. Kennard Brown, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland; once a week for four successive weeks before the 19th. day of May, in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I.

Madison Brown, Attorney named in Mortgage, Plaintiff,	(IN THE CIRCUIT COURT
vs.	) FOR QUEEN ANNE'S COUNTY,
John B. Brown and Joseph Kennard Brown, Defendants.	(IN EQUITY.
	) CHANCERY No. 2598.

ORDERED, This 8th. day of September, A. D., 1926, that the sale of the real

estate made and reported in this cause by Madison Brown, Atty. 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 \$3,000.00.

Filed Sept. 8th. 1926.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUB. OF ORDER

NISI.

Filed Nov. 23rd. 1926.

NISI.

MADISON BROWN,
Attorney named in mortgage,
Plaintiff,

vs.

JOHN B. BROWN and JOSEPH
KENNARD BROWN,
Defendants.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2598.

Ordered, This 8th day of September, A. D., 1926, that the sale of the real estate made and reported in this cause by Madison Brown, attorney, 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 \$3,000.00.

B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.
Filed Sept. 8th. 1926.

THE CENTREVILLE RECORD.

Centreville, Md., Nov. 22nd. 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison Brown, Atty. vs. J. B. Brown & J. K. Brown, Chy. 2598, 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 Oct. in the year 1926.

Filed Nov. 23rd. 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

STATEMENT OF MORTGAGE DEBT.

Filed Dec. 20th. 1926.

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

Madison Brown, attorney
named in mortgage,

vs.

John B. Brown,
Joseph Kennard Brown.

Chancery Docket.
Cause No. 2598.

Statement of Mortgage Debt.

On March 7, 1925, there was due under the mortgage mentioned and described in the proceedings of the above cause, to wit: the mortgage from John B. Brown and Joseph Kennard Brown to Delha D. Brown, dated Jan. 13, 1906, made to secure \$1333.33, the sum of

\$1858.42

To which is to be added interest on the said sum of \$1333.33 from March 7, 1925, to Sept. 7, 1926,

120.00

Total amount due,

\$1978.42

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

I hereby certify that on this twentieth day of December, nineteen hundred and twenty six, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, the above named plaintiff, party making the sale described in the report of sale filed in the above cause, and also agent for Grace Brown, assignee of the mortgage mentioned above, and he did make oath in due form of law that the foregoing is a true statement of the indebtedness due under the mortgage above mentioned on day of sale mentioned in the report of sale, to the best of his knowledge and belief.

B. Hackett Turner,

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

ORDER OF COURT RATIFYING SALE.

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

Madison Brown, attorney named in mortgage, versus John B. Brown and Joseph Kennard Brown.	Chancery No. 2598.
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Ordered, this 23rd. 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 that the sale set forth and described in the within and foregoing report of sale of the real estate of John B. Brown and Joseph Kennard Brown, mortgagors, made by Madison Brown as attorney named in the mortgage from said mortgagors to Delha D. Brown described also in said report of sale, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice relative thereto has been given by the conditional order or order nisi passed in the said cause September 8, 1926, as relative to said sale. The papers of the cause are hereby referred to Madison Brown Bordley as special auditor with instructions to state an account between the proceeds of sale and Madison Brown, party making the said sale, and to return said account to this court.

Filed December 24th. 1926.

Thomas J. Keating.

AUDIT NO. 1.
Filed Sept. 28th. 1927.

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

Madison Brown, attorney named in mortgage,	Cause No. 2598.
versus	
John B. Brown and Joseph Kennard Brown. mortgagors.	

To the Honorable, the Judges of said Court:

The Report of Madison B. Bordley, special auditor, unto Your Honors respectfully sets forth:

That at the request of Madison Brown, the party making the sale reported in this cause under the mortgage mentioned herein your auditor has stated the within account by first charging Madison Brown, party selling, with the gross amount of the sale made by him, and then by allowing him thereout his commissions for making the sale, as provided in the terms of the mortgage, the court costs of the cause, costs of advertising the sale, costs of advertising the several orders nisi of the cause, the fee of the auditor, and then your auditor allowed Grace Brown, the assignee of the mortgage, her mortgage claim in full, per statement of mortgage debt filed.

These allowances do not consume the amount of the sale, and the balance is left subject to the future order of the court, to await further legal procedure.

Respectfully submitted,

September 28, 1927.

Madison B. Bordley
Special Auditor.

The proceeds of the sale of the mortgaged real estate of John B. Brown and Joseph Kennard Brown, mortgagors, IN ACCOUNT WITH Madison Brown, Attorney named in mortgage, party making the sale of said mortgaged real estate.

1926.

Sept.

Cr:

8- By gross proceeds of the sale of the mortgaged property, per report of sale filed, to wit: \$3,000.00

Dr:

" "	To Madison Brown, party making the sale reported, for his commissions for making sale per terms of the mortgage, to wit:	\$165.00	
	To do., for the court costs of this suit, per bill of costs of clerk of court, as follows:		
	Costs of B. H. Turner, Clerk, \$18.75		
	Appearance fee of Madison Brown, <u>10.00</u>	28.75	
	To do., for the costs of advertising in Centreville Record, the notice of sale, per receipted account,	40.50	
	To do., for costs of advertising in Centreville Observer, the notice of sale, per receipted account for same, to wit:	28.50	
	To do., for costs of advertising the order nisi on sale, \$5.00, and the order nisi on audit, \$3.00, the sum of	8.00	
	To Madison B. Bordley, special auditor, for stating this account, the sum of	4.50	
	To Madison Brown, party making the sale, for costs of his bond due corporate surety thereon, per account for same, the sum of	64.00	
	To Grace Brown, assignee of mortgage, in full of her mortgage claim, per statement of mortgage claim filed, the sum of:	<u>1978.42</u>	
		\$2317.67	\$
	To balance, to remain subject to future order of the court, to wit: the sum of	<u>682.33</u>	
		\$3000.00	\$3000.00
	By balance, to remain subject to the future order of the court, to wit:		\$ 682.33

September 28, 1927.

Madison B. Bordley,
Special Auditor.

NISI RATIFICATION OF AUDIT.

Madison Brown, Attorney
named in mortgage,

vs.

John B. Brown & Joseph
Kennard Brown.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY;

IN EQUITY.

CAUSE NO. 2598.

ORDERED, This 28th. day of September, in the year nineteen hundred and 27 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 21st. day of October, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of October, 1927, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed Sept. 28th. 1927.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Nov. 19th. 1927.

NISI RATIFICATION OF AUDIT.

Madison Brown, Attorney named in Mortgage,
vs.
John B. Brown & Joseph Kennard Brown.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2598.

Ordered, this 28th. day of September, in the year nineteen hundred and twenty seven, 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 21st. day of October, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of October, 1927, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Sept. 28th. 1927.

THE CENTREVILLE RECORD.

CENTREVILLE, MD. Nov. 19, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Madison Brown, Atty. vs. J. B. Brown & J. Kennard Brown, Cause No. 2598, 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. ins. Sept. 29th. 1927), before the 14 day of Oct. in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

FINAL ORDER RATIFYING AUDIT.

Ordered, this 19th. day of November, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County sitting as a Court of Equity, that the within and foregoing 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 order nisi heretofore passed in this cause relative thereto; and Madison Brown, the party making the sale charged in the within audit and account is hereby directed to apply the proceeds of sale in accordance with the said audit or account, with a due proportion of interest received or to be received on the credit sales to the commissions, mortgage debt and the sum of \$682.33, mentioned in said audit, this sum of \$682.33 however to remain in the hands of the said Madison Brown as vendor subject to the future order of this court.

Filed Nov. 19th. 1927.

Thomas J. Keating.

PETITION OF GRACE G. BROWN
FOR DISTRIBUTION UNTO HEIRS
AT LAW OF JOSEPH KENNARD BROWN
ONE HALF OF THE PROCEEDS OF SALE
REMAINING AFTER PAYMENT OF
MORTGAGE DEBT.
Filed Nov. 19th. 1927.

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

Madison Brown, attorney named in mortgage,	| Cause	
versus		| No.
John B. Brown and Joseph Kennard Brown.		| 2598.

To the Honorable, the Judges of said Court:

the petition of Grace G. Brown unto Your Honors respectfully sets forth:

1. That Joseph Kennard Brown, one of the parties making the mortgage mentioned and

DESCRIBED in the proceedings of the above entitled cause had at the time of the making of the said mortgage one undivided half part or interest in the land mortgaged or conveyed by said mortgage.

2. That the said Joseph Kennard Brown departed this on the 31st. day of December, 1925, without leaving a last will and testament and while a resident of Queen Anne's County aforesaid.

3. That the said Joseph Kennard Brown was at the time of his death as aforesaid seized and possessed of one undivided half part or interest in the land sold in this in this cause, that is to say: seized and possessed of one half part of said land subject to said mortgage.

4. That the said Joseph Kennard Brown left surviving him as his only heirs at law the following named persons, to wit:

5. 1. The said Grace G. Brown, the petitioner, and his widow.
2. Nellie C. Brown, his daughter, who was born on the 25th. day of December, 1909;
3. Madison Brown, his son, who was born on the sixth 6th. day of January, 1912;
4. Grace Kennard Brown, his daughter, who was born on the 3rd. day of June, 1914;
5. Frances Brown, his daughter, who was born on the 10th tenth day of December, 1922.

6. That at the time of the sale of the mortgaged property described in the report of sale filed in this cause, your petitioner as the widow of the said Joseph Kennard Brown was seized and possessed subject to said mortgage of one third of one half or one undivided sixth part of said land, and each of the said children were seized and possessed at the time of the said sale as heirs at law of said Joseph Kennard Brown of one undivided one twelfth part of said land subject to said mortgage.

7. That the mortgaged land at the sale reported in this cause sold for more than enough to pay the mortgage debt and all costs incident to the sale, and the surplus mortgage sale remains in court undistributed.

8. That your petitioner is entitled to have distributed unto her one sixth part of the said surplus mortgage sale and that each of the children of the said Joseph Kennard Brown (who are also the children of your petitioner) are entitled to have distributed unto her or him one twelfth part of the surplus mortgage sale less whatever costs are properly chargeable to the said surplus sale.

9. That the sale made in this cause was made on the 7th day of September in the year nineteen hundred and twenty six, and after the death of the said Joseph Kennard Brown.

10. That your petitioner and all her children are residents of Queen Anne's County aforesaid.

11. That the said surplus mortgage sale of this cause to which your petitioner and her children are entitled as the heirs at law of the said Joseph Kennard Brown will not be required for the payment of the debts of the said Joseph Kennard Brown.

Your petitioner therefor prays Your Honors to pass an Order directing that one sixth of the surplus mortgage sale of this cause be distributed unto her and that one twelfth of the said surplus mortgage sale be distributed unto each of the said children of the said Joseph Kennard Brown less whatever costs are properly chargeable thereto.

And your petitioner prays for such other relief as her case may require.

Respectfully submitted,

Grace G. Brown.

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

I hereby certify that on this twenty second day of October in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Grace G. Brown, and she did make oath in due form of law that the matters and things set forth in the foregoing petition are true as therein set forth to the best of her knowledge and belief.

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

Notary
Public
Seal.

William W. Rhodes, Notary Public.

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

I hereby certify that on this 22nd. day of October, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared _____ and he did make oath in due form of law that _____ is acquainted with the facts and parties named in the within and foregoing petition, and that the said facts and parties named in said petition are _____ to the best of his knowledge and belief correctly stated in said petition and that _____ he, the affiant, is not interested in the surplus mortgage sale mentioned in said petition and is disinterested in the proceedings.

CERTIFIED COPY OF
DEED FROM JOHN B. BROWN
TO ALICE G. BROWN.
Filed Nov. 19th. 1927.

#10,695. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the ninth day of June, in the year nineteen hundred and twenty four, the following Deed was brought to be recorded, to wit:

THIS DEED, made this seventh day of June, in the year nineteen hundred and twenty four, by me, John B. Brown, of City of Baltimore, State of Maryland.

WITNESSETH, that for and in consideration of the love and affection which I have for and bear unto my wife, Alice G. Brown, and in further consideration of the sum of one dollar, I, the said John Brown, do hereby give, grant and convey unto my said wife, Alice G. Brown, all my undivided one half part and all my right, title, interest and estate, in, to and of all that farm or tract of land called or known as "The J. Kennard Brown Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Centreville thru Hall's X roads to Hillsborough, and also the public road branching therefrom (that is to say: from said road) at Anthony Thomas' property and leading to Cordova; adjoining the Bennett Farm or Reverend Joel Brown and now in the occupancy of my brother, J. Kennard Brown, and composed of two several lots of land, one containing sixty acres and the other forty two acres of land, more or less; being same described in the deed to my mother, Fannie K. Brown (and bought) from trustee of John B. Brown, my father, and in the deed from Madison Brown and Delha D. Brown to me and J. Kennard Brown dated January 13-1906, and recorded in Liber J.E.G. No. 8, fol. 558, etc., a land record book of Queen Anne's County aforesaid.

In witness whereof I hereunto subscribe my name and affix my seal.

J. Carroll Sullivan.

John B. Brown (SEAL)

State of Maryland, Baltimore City, to wit:

I hereby certify that on this seventh day of June, 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, personally appeared John B. Brown, above named grantor, and he did acknowledge foregoing deed to be his act and deed.

Notary Public Seal. In witness whereof I hereunto subscribe my name and affix my seal Notarial, day and year above written.

J. Carroll Sullivan.
Notary Public.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 2, fol. 66 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 Co., this 19th. day of November, in the year 1927.

Filed Nov. 19th. 1927.

B. Hackett Turner, Clerk.

PETITION AND ORDER REFERRING
PAPERS TO MADISON B. BORDLEY,
SPECIAL AUDITOR FOR PURPOSE OF
TAKING TESTIMONY.
Filed Nov. 19th. 1927.

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

Madison Brown, attorney
named in mortgage,
vs.
John B. Brown,
Joseph Kennard Brown.

} Chancery Cause No. 2598.

It is on this 19th. day of November, in the year nineteen hundred and twenty seven, ordered by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the proceedings of this, the above entitled cause arising under the petition filed hereby by Alice G. Brown and under the petition filed herein by Grace B. Brown, be and the same are hereby referred unto Madison B. Bordley, the special auditor of

this court, with directions to him to state and return to this court an audit distributing the surplus proceeds of the sale of this cause mentioned in the audit heretofore filed herein as undistributed and subject to the future order of this court unto the parties entitled thereto under the said petitions or may be entitled thereto under other claims to be presented under the auditor's notice hereinafter provided.

And it is further ordered that before the said auditor shall proceed to state said audit he shall give notice by advertisement to be inserted in some newspaper published in Queen Anne's County aforesaid once in each of four successive weeks to all judgment creditors, lienors, assignees, and to all persons claiming an interest in the equity of redemption of the property sold in this cause to file with him, the said auditor, their claims, with the vouchers thereof, on or before some certain day to be named in said order, which day shall be sixty days from the date of the first publication of said notice.

And the said Madison B. Bordley, special auditor, be, and he is hereby authorized and empowered to take such testimony as he may find necessary to establish the claims of the parties filing the petitions hereinbefore mentioned or to establish the claims of such other parties as may file claims under the notice to be given by him.

Thomas J. Keating.

ORDER OF COURT REFERRING PAPERS
IN THIS CASE TO H.B.W. MITCHELL,
SPECIAL AUDITOR, FOR PURPOSE OF
TAKING TESTIMONY IN THE PLACE AND
STEAD OF MADISON B. BORDLEY, WHO
REQUESTED TO BE RELEASED.
Filed Nov. 22nd. 1927.

Ordered, this 22nd. day of November, 1927, by the Circuit Court for Queen Anne's County, in Equity, that H. B. W. Mitchell, be, and he is hereby appointed as a Special Auditor, to take the testimony authorized in the foregoing order in the place and stead of Madison Bordley, who has requested to be relieved.

Filed Nov. 22nd. 1927.

Thomas J. Keating.

REPORT AND ACCOUNT
OF THE AUDITOR AND
TESTIMONY TAKEN BY HIM.
Filed Oct. 16th. 1929.

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

Madison Brown, attorney named in mortgage,)
vs. (Cause 2598.
John B. Brown and Joseph Kennard Brown.)

To the Honorable, the Judges of said Courts:

The Report of H. B. W. Mitchell, special auditor, unto Your Honors respectfully sets forth:

That your auditor was appointed special auditor to distribute the surplus mortgage sales, on half of which was claimed by Alice G. Brown through her petition filed in this cause and the other half of which was claimed by Grace G. Brown by her petition filed in this cause to be payable to the heirs of Joseph Kennard Brown, one of the mortgagors; that your auditor was directed by the order of his appointment to give, before stating the within audit, notice to all judgment creditors, lienors, assignees of, as well as to all other persons claiming, the surplus mortgage sales; that your auditor gave the said notice and he has returned to this court a copy thereof as advertised in The Centreville Record with a certificate of the publishers of said paper as to the publication of the notice; that your auditor has taken testimony supporting the allegations of the above mentioned petitions, and returns same with this report.

No persons other than the said Alice G. Brown and the heirs of Joseph Kennard Brown have filed with your auditor pursuant to his notice above set forth, any claims whatsoever.

It appears from the petition of Alice G. Brown and from the testimony referred to that John B. Brown, one of the mortgagors, owned at the time of the making of the mortgage, one undivided half part in the land mortgaged, and that he after the making of said mortgage conveyed said interest by deed unto the said Alice G. Brown, and that she at the time of the mortgage sale owned one half interest in the mortgaged

property, and that she is, therefore, entitled to one half of the proceeds of the sale remaining after payment of the payment of the mortgage and the costs of sale.

It appears from the petition of Grace G. Brown and from the testimony referred to that Joseph Kennard Brown owned at the time of the making of the mortgage an undivided one half interest in the land mortgaged; that he is dead; that he died owning said half interest subject to said mortgage; that he left as his heirs at law a widow, Grace G. Brown, and four children, who are named in the petition and testimony; that his said heirs are entitled to one half of the proceeds of sale made in this cause remaining after payment of the mortgage debt and cost of sale; that this share of the surplus mortgage sale is not required for the payment of the debts of the said Joseph Kennard Brown.

That in the within account Madison Brown, vendor of the cause, is charged with the surplus mortgage sales undistributed by audit No. 1, and then is thereout allowed the costs of the Clerk of the Court, the cost of advertising auditor's notice to creditors, and order nisi as to audit, and the fee of the auditor; one half of the surplus mortgage sale then remaining is distributed unto Alice G. Brown as assignee, of John B. Brown, and the other half is divided among the heirs of Joseph Kennard Brown according to their respective rights as heirs.

Respectfully submitted.

October 15, 1929.

H. B. W. Mitchell
Special Auditor.

Cause 2598.
Audit No. 2.

The proceeds of the sale of the mortgaged real estate of John B. Brown and Joseph Kennard Brown, mortgagors, in account with Madison Brown, attorney named in mortgage, the party making the sale of the mortgaged real estate.

1926.
Sept.

Cr.

8	By amount of balance of the mortgage sale remaining undistributed by the preceding audit filed in said cause September 28, 1927, said balance being the surplus mortgage sales, to wit: the sum of		\$682.33
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Dr.

To Madison Brown, vendor, for the costs of B.H. Turner, Clerk, for proceedings of cause following audit No. 1, including proceedings to and following this audit, to wit:	\$2.50	
To do., for the cost of advertising in Centreville Record the notice of the auditor to judgment creditors, etc., of mortgagors to file their claims, per receipted bill for same, to wit: the sum of	5.00	
To do., for the cost of advertising the order nisi to be passed as to this account, the sum of	3.00	
To H. B. W. Mitchell, special auditor, for stating this account, to wit: the sum of	4.50	
To balance carried below, to wit:	667.33	
	<u>\$682.33</u>	\$682.33

Cr.

By balance brought down, to wit: sum of		\$667.33
To Alice G. Brown, assignee of John B. Brown, one of the mortgagors, one half of the above balance, to wit:	333.67	
To balance of surplus mortgage sale yet undistributed being one half thereof, and carried below for distributed, to wit:	333.66	
	<u>\$667.33</u>	\$667.33

Cause 2598,
Audit No. 2.

Cr.

By amount brought forward for distribution, to wit:		\$333.66
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Dr.

To Grace G. Brown, widow of Joseph Kennard Brown, one of the mortgagors, 1/3 of above balance, to wit: sum of	\$111.22	
To Nellie C. Brown, child of Joseph Kennard Brown, 1/4 of 2/3 of above balance, to wit: sum of	55.61	
To Madison Brown, child of said Joseph Kennard Brown, and an infant, 1/4 of 2/3 of above balance, to wit: sum of	55.61	
To Grace Kennard Brown, infant child of said Joseph Kennard Brown, 1/4 of 2/3 of above balance, to wit: sum of	55.61	
To Frances Brown, infant child of said Joseph Kennard Brown, 1/4 of 2/3 of above balance, to wit: sum of	55.61	
	<hr/>	<hr/>
	\$333.66	\$333.66

H. B. W. Mitchell
special auditor.

October 15, 1929.

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

Madison Brown, attorney named in mortgage,	}	Cause 2598.
John B. Brown and Joseph Kennard Brown.		

To the Honorable, the Judges of said Court:

The report of H. B. W. Mitchell, as special auditor to whom the proceedings of the above entitled cause were referred by the order of this court passed in said cause November 22, 1927, respectfully sets forth:

That pursuant to the order of his appointment he gave notice by advertisement in the Centreville Record, a newspaper published at Centerville in said county to all judgment creditors, lienors and assignees of, and to all other persons claiming an interest in the equity of redemption of the property sold by the entitled cause to file with him their claims against said equity on or before January 26, 1928; that this advertisement appeared in the issue of said paper issued November 24, 1927, and for three other successive weeks; that a copy of said advertisement with a certificate of its publication made by the publishers of said paper attached thereto is filed herewith as part hereof.

That no claims against this equity have been filed by any persons with your auditor, other than the claims of the persons mentioned in the petition of Grace Brown, and other than the claim of Alice G. Brown mentioned in her petition, both petitions having been filed in this cause November 19, 1927.

That your auditor gave notice to Madison Brown, the attorney of Grace G. Brown and of the said Alice G. Brown, that he deemed it necessary to take testimony to establish the claims arising under said petitions, and that he would sit at his office in the town of Centreville on October 16, 1929, for the purpose of taking such testimony as the petitioners or their said attorney might produce at that time.

That on said day mentioned above he did attend at his office for the purpose of taking said testimony, and did take the following testimony at the request of the said attorney.

That the said Madison Brown was produced as a witness for the petitioners and having been by me, the auditor, first duly sworn he did depose and say in answer to the questions propounded to him as follows, to wit:

Question No. 1: Please state your name, place of residence and occupation.

Answer: My name is Madison Brown. I reside in Centreville, Maryland, and I am an attorney at law.

Question No. 2: I now hand you for your examination the petition filed November 19, 1927, in cause 2598 in the Circuit Court for Queen Anne's County, in Equity; please state if you are familiar with the proceedings of said cause, and if you are acquainted with the parties thereto.

Answer: I am familiar with the said proceedings, for I am the plaintiff of the cause, and the party who made the sale of the land therein described under the sale therein mentioned. The defendants, John B. Brown and Joseph Kennard Brown, were my brothers and both are dead.

Question No. 3: State whether or not you are acquainted with Grace G. Brown, the party filing one petition.

Answer: I am very well acquainted with her, for she is the widow of my brother, Joseph Kennard Brown.

Question No. 4: When did Joseph Kennard Brown die, and where did he reside at the time of his death?

Answer: He died December 31, 1925, and he resided at the time of his death in Queen Anne's County.

Question No. 4: Do you or not know if he left a will?

Answer: I know that he died without leaving a last will and testament.

Question No. 5: State if you know if the said Joseph Kennard Brown at the time of his death was seized and possessed of any real estate, and if so, describe the same.

Answer: At the time of his death he was seized and possessed of an undivided one-half part of the land sold in cause 2598 heretofore mentioned, subject to the mortgage mentioned in said cause, which had been placed thereon by him and his brother, John B. Brown, who owns the other half part. I sold the land under this mortgage after the death of the said Joseph Kennard Brown.

Question No. 6: State whom the said Joseph Kennard Brown left surviving him as his only heirs at law.

Answer: He left the following persons, his heirs at law: Grace G. Brown heretofore mentioned, his widow; Nellie C. Brown, his daughter, born December 25, 1909; (nearly 20 yrs. old); Madison Brown, his son, born January 6, 1912; Grace Kennard Brown, his daughter, born June 3, 1914; Frances Brown, his daughter, born December 10, 1922; these four children and his wife, who is the mother of the children, comprise the only heirs at law of my brother, and they all reside in Queen Anne's County.

Question No. 7: State if you have the knowledge whether or not the real estate so left by your brother, and his part of the equity of redemption or surplus mortgage sale will be required for the payment of his debts.

Answer: I know of my own personal knowledge that the surplus mortgage sales to which the heirs above mentioned of the said Joseph Kennard Brown will not be required for the payment of his debts. I was well acquainted with his affairs and know that his part of the surplus mortgage sales mentioned in the audit filed in Cause 2598, which interest is one half of said surplus mortgage sales, will not be required for the payment of his debts.

Question No. 8: I now hand you the petition of Alice G. Brown, which has also been filed in cause 2598 and ask whether or not you are acquainted with her.

Answer: I am well acquainted with her, for she was the wife and is the widow of my brother, John B. Brown, whom I heretofore mentioned in this, my testimony.

Question No. 9: What interest or estate did your brother, John B. Brown, have in the land sold by you in this cause 2598 at any time.

Answer: At the time of the making of the mortgage described in cause 2598 and under which the sale of the cause has been made he owned one half interest in said land, and this interest he mortgaged by said mortgage.

Question No. 10: What disposition, if any, did your brother, John B. Brown, ever make of his said half interest.

Answer: On June 7, 1924, he conveyed by deed dated June 7, 1924, his undivided one-half part of said land unto his wife, Alice G. Brown. I prepared the deed and was present when it was executed and carried the same at the request of him and of Alice G. Brown, his wife, to the Clerk's office of this county for record. I have examined the paper writing bearing the number 10,695 attached to the petition of Alice G. Brown, which I now hold in my hand, and I know it to be a copy of the deed made by my brother to his wife with a certificate of the Clerk of the court attached thereto as to it being truly copied from the record.

Question No. 11: State if you know who is entitled to the one half part of the surplus mortgage sale mentioned in the audit in cause 2598 at the present time.

Answer: Alice G. Brown, the grantee named in the deed made by my brother and just described by me. When he made the deed, the mortgage made by him and his brother was in full force and effect and the deed conveyed his half interest in said land subject to said mortgage.

Question by the auditor:

Do you know or can you state any other matter or thing which may be of benefit or advantage to the parties of this cause or either of them, or that may be material to the subject of this, your examination or the matters in question between the parties? If yea, state the same fully and at large in your answer.

Answer: I do not.

Madison Brown.

No other witnesses being named or produced to me I, deeming the above testimony sufficient to establish the claims set forth in the petitions of Alice G. Brown and Grace G. Brown, close the taking of the testimony.

H. B. W. Mitchell (SEAL)
special auditor.

NISI RATIFICATION OF AUDIT.

Madison Brown, Attorney named in Mtg.,

vs.

John B. Brown and Joseph Kennard Brown.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2598.

ORDERED, This 16th. day of October, in the year nineteen hundred and 29, that the Report and Account filed in these proceedings by H. B. W. Mitchell, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th. day of November 1929; provided a copy of this order be published once a week in each of two successive weeks before the 1st. day of November 1929 in some newspaper printed and published in Queen Anne's County.

Filed Oct. 16th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed Nov. 12th. 1929.

NISI RATIFICATION OF AUDIT.

Madison Brown, Atty. named in Mtg.,

vs.

John B. Brown and Joseph Kennard Brown.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2598.

ORDERED, this 16th day of October in the year nineteen hundred and twenty nine that the Report and Account filed in these proceedings by H.B.W. Mitchell, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of November, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of November, 1929, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed Oct. 16, 1929.

THE CENTREVILLE RECORD.

Centreville, Md., Nov. 12, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Madison Brown, Atty. named in Mtg. vs. John B. Brown & Joseph Kennard Brown cause #2598, 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 succeeding weeks (1st. int. Oct. 17/29) before the 1st. day of Nov. in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Nov. 12th. 1929.

By E. H. Brown, Jr.

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

Madison Brown, attorney named in mortgage,

vs.

John B. Brown and Joseph Kennard Brown.

Cause 2598.

Ordered, on this 12th. day of November in the year nineteen hundred and twenty nine, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the within and foregoing report and account of H. B. W. Mitchell, special auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi passed in this cause October 16, 1929, in relation to said report and account, has been given, and Madison Brown, the party making the sale of said cause, be and he is hereby ordered and directed to apply the proceeds of sale in accordance with said audit with the due proportion of interest on credit sales to the trustee's commissions and the shares of the representatives as has been or may be received, the payment of the sums of money awarded to Madison Brown, Grace Kennard Brown and Frances Brown, who are infants according to the audit and the testimony filed therein is hereby ordered not to be made until further order of this court.

Filed Nov. 12th. 1929.

Thomas J. Keating.

CHANCERY NO. 2659.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 12th. day of August, in the year nineteen hundred and twenty-eight, the following Bill of Complaint was filed for record, to wit:

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

James Page Brown
and
Ernest Bonsall Brown, plaintiffs,
versus
Helen Brown Bordley and
Madison B. Bordley, her husband,
Barbara Page Brown, infant,
James Alexander Brown, infant, defendants.

To the Honorable, the Judges of said Court:

Your orators, complaining, say:

1. That James Brown, late of Queen Anne's County aforesaid, departed this life on the twenty first day of March, 1926, seized and possessed of the following tracts or parcels of land, all situated in the Second Election District of said county, to wit:

- (1) A farm or tract of land called "Ripley" situate, lying and being on the State Road from Church Hill to Chestertown, adjoining the farm of the heirs of Woodland P. Finley, and containing 225 acres of land, more or less.
- (2) A farm or tract of land called "Castle Miles" situate on the right side of the State Road from Church Hill to Chestertown, and containing 150 acres of land, more or less, and adjoining the land of John and J. Ernest Stokes.
- (3) A farm or tract of land called or known as "Henfield Resurveyed" situate on the State Road from Church Hill to Chestertown and on the road branching therefrom and leading to Rolph's Wharf, and containing 90 acres of land, more or less, and adjoining the lands of Emily Klinefelter.
- (4) A lot of land situate on the left side of the road mentioned above as branching from the State Road and leading to Rolph's Wharf, containing 2½ acres of land, more or less, and adjoining the land of Lillian Goldsborough.
- (5) A lot of land situate on the right of the last mentioned road, containing between 7 and 8 acres of land, and adjoining the land of Emily Klinefelter and that of the devisees of Rufus Parks.

2. That the said James Brown left surviving him at the time of his death the following named children and grandchildren, all of whom are named in the will herein after mentioned, to wit:

two sons, the said James Page Brown and Ernest Bonsall Brown, the plaintiffs;
a daughter, Helen Brown Bordley, called in said will Helen Page Bordley, the wife of Madison B. Bordley, and who resides with her husband in county aforesaid;
two grandchildren, by named Barbara Page Brown and James Alexander Brown, who are infants under twenty one years of age, and both of whom reside in Queen Anne's County aforesaid.

3. That the said James Brown left a last will and testament duly executed to pass real estate, bearing date April 27, 1920, and which was on the 30th day of March, 1926, duly admitted to probate before the Orphans' Court of Queen Anne's County aforesaid; of which will a certified copy marked, "Exhibit James Brown", is filed herewith as part hereof.

4. That the said testator, in item five of his said will, states that it is his desire that his son, the said James Page Brown, should become the owner of the farm where the testator was living at the time of his death, (hereinafter called "Ripley") and that his other children, Ernest Bonsall Brown and Helen Brown Bordley (called Helen Page Bordley in the will), to the extent of one third each, and his two grandchildren, Barbara Page Brown and James Alexander Brown, to the extent of one six to each, should become the owners of his other real estate, but that his son James Page Brown, should not by becoming the owner of "Ripley" derive any pecuniary advantage over the other two children and two grandchildren, and the testator devised said land accordingly.

5. That the testator was at the time of the making of said will, residing on his farm or tract of land called "Ripley" described in sub-paragraph 1 of paragraph I of this bill, and for that reason, and for brevity, the said farm is called herein "Ripley" instead of being referred to as the farm the testator was residing on at the time of the making of his will.

6. That as will also appear by reference to the said fifth item of his will, the testator, in order that his desires above expressed as to his land might be carried out, did direct that as soon after his death as might be possible proper proceedings should be taken in the proper court for the valuation and division of his real estate, and that in said proceedings the farm called "Ripley" should be awarded unto his son, James Page Brown; that the remaining real estate should be divided between his other two children and his two grandchildren in such manner

as to give to his two children one-third part each and to his two grandchildren one-sixth part each; and that in said division the farm to be so allotted unto the said James Page Brown should be charged with the payments of such sums of money to the said other two children and grandchildren as would make an equal division of his real estate from a pecuniary standpoint among his other children and his said two grandchildren, the two grandchildren, however, to receive only one share between them.

7. That your orators aver that the real estate so devised for partition by said testator is susceptible of division among the parties entitled thereto under said will, but that the partition directed by said will cannot be made without the aid of this Honorable Court, and that they, as parties in interest, in accordance with the direction of the testator in the will contained, do now hereby apply to this Honorable Court for its aid in said division.

8. That in said division of said James Page Brown is entitled to have said farm called "Ripley" awarded unto him; that the said Ernest Bonsall Brown is entitled to have one-third of the other land of the testator awarded unto him; that the said Helen Brown Bordley is entitled to have one-third of the other land of the testator awarded unto her; that the said Barbara Page Brown is entitled to have awarded unto her one-sixth of the other land of the testator, and the said James Alexander Brown is entitled to have awarded unto him one-sixth part of the other land of the testator; but that in said division of the said farm called "Ripley" to be so allotted unto the said James Page Brown is to be charged with the payment the other two children and unto the two grandchildren of the testator of such sums of money as will give to each child one-fourth, and to each grandchild one eighth of the whole real estate of the testator (devised by him for division) from a pecuniary point of view.

To the end therefore:

- (1) That the defendants may answer the premises.
- (2) That a decree may be passed for partition of the said real estate of the said testator in accordance with the terms of his will.
- (3) That said real estate may be valued and appraised for the purposes of said division by appraisers or commissioners to be appointed by this Honorable Court.
- (4) That the Honorable Court assume jurisdiction in the premises pass all orders and decrees requisite and necessary to give full force and effect to the provisions of the will of the testator relating to the real estate left by him for partition and to the division of his said real estate.
- (5) And 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 writs of subpoena against the said Helen Brown Bordley and Madison B. Bordley, her husband, residing in Queen Anne's County aforesaid, and writs of subpoena against the said Barbara Page Brown, infant, and against the said James Alexander Brown, infant, both residing in Queen Anne's County aforesaid, commanding 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 it duly bound etc.

Madison Brown,
Solicitor for plaintiffs.

James Page Brown
Ernest B. Brown,
Plaintiffs.

EXHIBIT "A".
Filed Aug. 12th. 1926.

I, James Brown, of Queen Anne's County, State of Maryland, do make, and publish this, my last will and testament, in manner and form following, that is to say:

First. I hereby revoke all former wills by me made.

Second. I give and bequeath my household goods unto my son, James Page Brown, my son, Ernest Bonsall Brown, my daughter, Helen Page Bordley and unto my two grandchildren, Barbara Page Brown and James Alexander Brown, the children of my deceased son, Arthur Noble Brown, to be divided among them, so far as practicable, in the following manner, to wit: each of my said children to receive one fourth thereof and my said grandchildren to receive between them the remaining fourth.

Third. I hereby direct the sale of my farming implements and farming stock, and my real estate situated in the town of Church Hill, by my executor hereinafter named, and I hereby empower him with full authority to make said sales, and the proceeds of said sales I hereby direct shall pass under the following clause of this, my will.

Fourth. All the rest, residue and remainder of my personal property, including the proceeds of the sales directed to be made in the preceding clause, and including also my money in bank, my stocks and bonds and whatever cash I may

have on hand at the time of my death, I hereby direct shall be divided into four equal parts, and I hereby give and bequeath one of said parts unto my son James Page Brown, one unto my son, Ernest Bonsall Brown, one to my daughter, Helen Page Bordley, and the remaining part I give and bequeath unto my said grandchildren, Barbara Page Brown and James Alexander Brown, to be equally divided between them.

Fifth. It is my desire that my son, James Page Brown shall become the owner of the farm whereon I now live but not thereby to derive any greater pecuniary advantage over my other children and my grandchildren. It is also my desire that the rest and residue of my real estate shall be divided between my other children and the said children of my son, Arthur Noble Brown, the said children of my son Arthur Noble Brown to receive but one share between them, or that share I would give unto their father if living. I therefore direct that as soon after my death as may be possible that proper proceedings shall be taken in the proper court for the valuation and division of my real estate and that in said proceedings my said farm whereon I now live shall be awarded unto my said son James Page Brown and that the real estate then remaining shall be divided between my other children and my said grandchildren in such a manner to give one third thereof unto each of my said other children and the remaining one third unto my said grandchildren between them, and that my said son James Page Brown and the farm so to be awarded unto him shall be charged with the payment of such sums of money to my other children and my said grandchildren as shall be necessary to make an equal division of my real estate from a pecuniary point of view, my said grandchildren to receive between them no more than each of my other children shall receive or be awarded. And in order that my intention may be carried out I do hereby give and devise unto my said son James Page Brown my said farm whereon I do now reside and I do hereby charge him and said farm with the payment to my other children and to my said grandchildren of such sums of money as aforesaid as may be found necessary to equalize the distribution of my real estate, and my remaining real estate I do hereby give and devise in following manner, to wit: one third thereof unto my son, Ernest Bonsall Brown, one third thereof unto my daughter, Helen Page Bordley, and one third thereof unto my said two grandchildren to be equally divided between them.

Sixth. I do hereby expressly charge and devise that in the event of a sale hereafter by son James Page Brown, his heirs and assigns, of the farm devised unto him by the preceding paragraph of this will, that the graveyard on said farm shall never be sold but shall always be reserved from the operation of any sale or sales of said farm, and that in all papers relating to any sale of said farm that the graveyard shall be expressly reserved, And I do hereby expressly request my said son, his heirs and assigns, to see that this request herein in this clause of my will made shall always be observed and carried out.

Seventh. I do hereby nominate and appoint my said son, James Page Brown, to be the executor of this my last will and testament.

In witness whereof I hereunto subscribe my name and affix my seal this twenty seventh day of April, in the year nineteen hundred and twenty.

James Brown (SEAL)

Signed, sealed, published pronounced and declared by James Brown, the above named testator, as and for his last will and testament, in the presence of us, who, at his request, in his presence and in the presence of each other, have subscribed our names as witnesses thereto.

J. Fletcher Rolph

Spencer Wright.

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

On the thirtieth day of March, A.D. 1926, came Madison Brown, Custodian of the within and foregoing instrument of writing purporting to be the last will and Testament of James Brown, late of Queen Anne's County, deceased, and made oath in due form of law that the foregoing is the true and whole of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other, and that he received the same from the said James Brown, on or about two weeks before the death of James Brown, deceased.

Sworn before:

William T. Bishop.

Register of Wills for Queen Anne's
County, Md.

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

On the thirtieth day of March, 1926, came J. Fletcher Rolph and Spencer Wright, subscribing witnesses to the foregoing last will and testament of James Brown, 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 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

Wm. T. Bishop

Test:

Register of Wills for Queen Anne's
County, Md.

STATE OF MARYLAND, SCT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of James Brown, late of Queen Anne's County, deceased, having been exhibited for Probate, and no objection thereto having been made, although notice, according to law, appears to have been given to the next relations of said deceased; and his son, James Page Brown, being present:

The Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, Orders and Decrees this thirtieth day of March, A.D. 1926, that the same be admitted in this Court as the true and genuine last will and Testament of the said James Brown, deceased.

W. Hopper Gibson

Chas. E. Cannon

Judges of the Orphans' Court for
Queen Anne's County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of last will and testament of James Brown, deceased, with probates thereto attached, as filed and passed in this office on March 30th. 1926, and recorded in Liber W.T.B. No. 3, Folio 65 etc., in the Orphans' Court for Queen Anne's County, Maryland.

Seal's
Place.

In testimony whereof I heretunto subscribe my
name and affix the seal of my office this 12th.
day of August, 1926.

Wm. T. Bishop

Register of Wills for
Queen Anne's County,
Maryland.

SUBPOENA.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

Seal's Helen Brown Bordley,
Place.

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 September next, to answer the complaint of James Page Brown & Ernest Bonsall Brown 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, 1926.
Issued the 12th. day of August, in the year 1926.

Madison Brown,

B. Hackett Turner, Clerk.

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 September, next, being the Return Day.

B. Hackett Turner, Clerk.

SUBPOENA.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's THE STATE OF MARYLAND,
Place.

TO

Madison Brown Bordley,

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 September next, to answer the complaint of James Page Brown & Ernest Bonsall Brown 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, 1926.

Issued the 12th. day of August, in the year 1926.

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 September next, being the Return Day.

B. Hackett Turner, Clerk.

SUBPOENA.

Filed Sept. 16th. 1926.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's THE STATE OF MARYLAND,
Place.

TO

Barbara Page Brown, 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 September next, to answer the complaint of James Page Brown & Ernest Bonsall Brown 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, 1926.

Issued the 12th. day of August, in the year 1926.

Madison Brown,

Solicitor for Complainants.

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 September next, being the Return Day.

B. Hackett Turner, Clerk.

And on the back of the foregoing Writ was thus endorsed, to wit:-

"To the Honorable, the Judges of the Circuit Court for Queen Anne's County, in Equity:

I hereby certify that I serve the within writ on Barbara Brown named therein, infant, by reading the same to her on this thirtieth day of August, nineteen hundred and twenty six, by reading the same to her, and that at the same time I did leave with Augusta C. Brown, the legal guardian of said infant, by appointment of the Orphan's Court of Queen Anne's County, a copy of the within writ furnished to me by the clerk of the Court named in the within writ,

D. Hawkins Everett, Sheriff.

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SUBPOENA.
Filed Sept. 16th. 1926.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND.

TO James Alexander Brown, 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 September next, to answer the complaint of James Page Brown & Ernest Bonsall Brown 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, 1926.
Issued the 12th. day of August, in the year 1926.

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 September next, being the Return Day.

B. Hackett Turner, Clerk.

And on the back of the foregoing Writ, was thus endorsed, to wit:

"To the Honorable, the Judges of the Circuit Court for Queen Anne's County, In Equity:

I hereby certify that I did serve the within writ on James Alexander Brown, infant, named therein, by reading the same to him on this thirtieth day of August, 1926, by reading the same to him and that at the same time I did leave with Augusta C. Brown, the legal guardian of said infant by appointment of the Orphans' Court of Queen Anne's County, a copy of the within writ furnished me by the clerk of the court named in within writ*.

D. Hawkins Everett,

Sheriff of Queen Anne's County.

PETITION FOR APPOINTMENT
OF GUARDIAN AD LITEM FOR
INFANT DEFENDANT.
Filed Sept. 18th. 1926.

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

James Page Brown
and
Ernest Bonsall Brown, plaintiffs.

versus
Helen Brown Bordley, and
Madison B. Bordley, her husband,
Barbara Page Brown, infant,
James Alexander Brown, infant, defendants.

To the Honorable, the Judges of said Court:

The petition of James Page Brown, the plaintiff of the above cause, unto Your Honors respectfully sets forth:

That the process heretofore issued for Barbara Brown and the process heretofore issued for James Alexander Brown, infant defendants, of the above cause, have each been returned "served", as will appear by reference to the certificate of the sheriff written on each original process now on file among the papers of the above cause.

That one Augusta C. Brown is the legal guardian of each infant by appointment of the Orphan's Court of Queen Anne's County, but that the said Augusta C. Brown is not within the jurisdiction of this court for she is at present living in the Dominion of Canada and your petitioner has been informed that she intends to reside in said Dominion of Canada at least until the close of the school year which will not be until probably sometime next summer.

That your petitioner is advised some suitable person should be appointed as guardian ad litem for said infants to answer to defend the suit instituted by this bill for said infants in order that this cause may be proceeded with.

Your petitioner therefore prays Your Honors to pass an order appointing the guardian ad litem mentioned.

Respectfully submitted:

Madison Brown
Attorney for petitioner.

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

I hereby certify that on this 18th day of September, 1926, before me, the subscriber, Clerk of Circuit Court for Queen Anne's County, personally appeared Madison Brown, above named, and he did make oath in due form of law that the matters and things sets forth in aforegoing petition are true as set forth to the best of his knowledge and belief.

B. Hackett Turner, Clerk.

Ordered, this 18th. day of September, 1926, by the Circuit Court for Queen Anne's County, in Equity, upon the foregoing petition, that Wm. Purnell Brown be and he is hereby appointed guardian ad litem for Barbara Brown and James Alexander Brown, infants above named, to answer and defend for said infants the suit instituted against them by the bill in the above cause.

Lewin W. Wickes.

ANSWER OF BARBARA BROWN,
INFANT, AND JAMES ALEXANDER
BROWN, INFANT, BY THEIR GUARDIAN
AD LITEM.
Filed Oct. 11th. 1926.

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

James Page Brown et al.,	}	Chancery Docket, Cause No. 2659.
vs. Helen Brown Bordley et al.		

To the Honorable, the Judges of said Court:

The answer of Barbara Brown, an infant under the age of twenty one years, by William Purnell Brown, her guardian ad litem, to the bill of complaint of James Page Brown and Ernest Bonsall Brown, against her in the above entitled cause exhibited.

This defendant cannot admit any of the matters and things alleged in said bill, and being an infant of tender years, submits her rights to the protection of this court.

William Purnell Brown.

On this 11th. day of October, 1926, the above named William Purnell Brown, guardian ad litem of Barbara Brown, infant defendant of above cause, personally appeared before me, the undersigned, clerk of the Circuit Court for Queen Anne's County aforesaid, and he did make oath in due form of law that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief.

B. Hackett Turner, Clerk.

To the Honorable, the Judges of said Court:

The answer of James Alexander Brown, an infant under the age of twenty one years, by William Purnell Brown, his guardian ad litem to the bill of complaint of James Page Brown and Ernest Bonsall Brown against her in the above entitled cause 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.

William Purnell Brown.

On this 11th. day of October, 1926, the above named William Purnell Brown, guardian ad litem of James Alexander Brown, infant defendant of above cause, personally appeared before me, the undersigned, the clerk of the Circuit Court for Queen Anne's County aforesaid, and he did make oath in due form of law that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief.

B. Hackett Turner, Clerk.

ANSWER OF HELEN BROWN
BORDLEY AND MADISON BROWN
BORDLEY, HER HUSBAND.
Filed Oct. 11th. 1926.

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

James Page Brown, et al.,	}	Chancery Docket,
vs.		
Helen Brown Bordley,	}	Cause No. 2659.
et al.		

To the Honorable, the Judges of said Court:

The joint and several answer of Helen Brown Bordley and Madison Brown Bordley, her husband, to the bill of complaint of James Page Brown and Ernest Bonsall Brown against them in the above court exhibited.

These defendants admit the several matters and things charged in the complainants' bill to be true and submit to such decree in the premises as may be right.

And as in duty bound &c.,

Helen Brown Bordley

Madison B. Bordley.

PETITION OF PLAINTIFFS FOR
APPOINTMENT OF SPECIAL
EXAMINER TO TAKE TESTIMONY.
Filed Oct. 11th. 1926.

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

James Page Brown et al.,	"	Chancery Docket,
versus	"	
Helen Brown Bordley,	"	Cause 2659.
Madison Brown Bordley,	"	
et al.	"	

To the Honorable, the Judges of said Court:

The petition of James Page Brown and Ernest Bonsall Brown, complainants, unto Your Honors respectfully sets forth:

That they desire to take testimony to support the allegations of the bill filed in above cause.

That Madison Brown Bordley, one of the regular examiners of this Court is a party to above cause, and it is inconvenient to obtain the services of Charles E. Tucker, the only other regular examiner of the Court, as an examiner.

For the reasons stated your petitioners therefore pray Your Honors to pass an order appointing some one as special examiner to take the testimony desired.

Respectfully submitted,

Madison Brown.

Attorney for the petitioners.

Upon the foregoing petition, it is on this 12th. day of October, 1926, ordered by the Circuit Court for Queen Anne's County, in Equity, that James T. Earle be and he is hereby appointed special examiner to take testimony in the above entitled cause.

Lewin W. Wickes.

Sworn to by James T. Earle, Special Examiner, appointed by the Court in the above entitled case Oct. 12th. 1926.

B. Hackett Turner, Clerk.

TESTIMONY.

Filed Oct. 12th. 1926.

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

James Page Brown et al., # Chancery Docket,

vs. # Cause No. 2659.

Helen Brown Bordley, et al. #

#

To the Honorable, the Judges of said Court:

The Report of James T. Earle, Special Examiner in the above entitled cause to your Honors, respectfully shows:

That the said James T. Earle was appointed Special Examiner in the above entitled cause by an Order of said Court passed on this 12th. day of October, in the year nineteen hundred and twenty six, and filed same day, and that all parties having had due notice the said James T. Earle as Special Examiner and acting under the above mentioned Order proceeded on this 12th. day of October, 1926, in the office of Madison Brown, Esq., in Centreville, Maryland, at the hour of eleven o'clock A.M. proceeded to take the following testimony, all parties being duly represented either by Guargian ad Litem or by Counsel.

James Page Brown, a witness of lawful age, produced on the part of the Plaintiff, being duly sworn, deposeth and says:

- Inter #1: Please state your name, age, place of residence and occupation.
 Answer: James Page Brown, 53 years of age, Church Hill, Maryland, farmer and banker.
- Inter #2: Were you or not acquainted with James Brown, late of "Ripley" in Church Hill District in Queen Anne's County, Maryland, and if so, state whether he is living or dead, and if dead, state when and where he died.
 Answer #2: I was acquainted with him; he was my father, and he died March 21st. 1926, at his home, Ripley, in Queen Anne's County, near Church Hill, Maryland.
- Inter #3: State whether or not the said James Brown left a last will and testament, and if so, state if you know whether the same has been probated before the Orphans Court of Queen Anne's County, Maryland.
 Answer #3: He did leave a last will and testament which has been duly probated before the Orphans Court for Queen Anne's County, Maryland.
- Inter. #4: State whether or not you are familiar with this will and terms thereof and state what connection, if any, you have in connection therewith.
 Answer #4: I am familiar with the terms of the will and am executor named therein, and I am also the James Page Brown named in said will as devisee.
- Inter #5: I now hand you a paper writing heretofore filed in this case as an exhibit and marked exhibit James Brown; please examine the same and tell me what is is.
 Answer #5: It is a certified copy of the last will and testament of my father, James Brown.
 At this time there is filed with the examiner a certified copy of the last will and testament of James Brown, deceased, being the exhibit marked James Brown.
- Inter #6: Please give the names of the children of the said James Brown surviving him at time of his death and give their places of residence, and also give the names of any grandchildren surviving him at time of his death and their ages.
 Answer #6: I am the oldest child; Helen B. Bordley and Ernest B. Brown are the only other two children surviving him, all being more than twenty one years of age and all residing in Queen Anne's County, Maryland. He left surviving him two grandchildren who are the children of his son, Arthur Noble Brown, who died in the life time of his father. One is a boy, whose name is James Alexander Brown, and who is seven years of age, and the other is a girl whose name is Barbara Page Brown who is fifteen years of age. These two grandchildren are named in the will of my father. He left also a grandson named Madison Brown Bordley who is the son of Madison Brown Bordley and his wife, Helen B. Bordley, my sister, but he is not mentioned in the will of my father.
- Inter #7:m State if you know who is the legal guardian of Barbara Page Brown and James Alexander Brown, and where this guardian was appointed.
 Ans. #7: Their legal guardian is their mother, Augusta C. Brown. She was appointed guardian for these children by the Orphans Court for Queen Anne's County, about six or seven years ago. These two children and their mother were then residents of Queen Anne's County.
- Inter #8: Please describe, if you can, what real estate, if any, the said James Brown died seized and possessed of.
 Answer #8: He left a farm called Ripley on the State Road from Church Hill to Chestertown, adjoining the farm of the heirs of Woodland P. Finley and containing about 225 acres of land; this is the farm my father, by his will, devised to me.
 He also left a farm called Castle Miles, located on the right side of the State Road leading from Church Hill to Chestertown, containing about 150 acres, and adjoining the land of John Stokes and J. Ernest Stokes. He also left a farm called Henfield Re-Surveyed located on the State Road leading from Church Hill to Chestertown, and also on the road branching from the last named road and running to Rolph's Wharf. This farm contains about 90 acres of land, and adjoins the land of Emily Klinefelter.

He left a lot of land on the left side of the road running from the Chestertown-Church Hill Road and running to Rolph's Wharf. This lot contains about two and one quarter acres, and adjoins the land of Lillian Goldsborough. He also left a lot of land on the right side of the last mentioned road, containing about seven or eight acres. This lot adjoins the land of Emily Klinefelter and the farm left by Rufus Parks. The land mentioned above by me is the land left by my father under paragraph #5 & 6 of his will. He also left a lot of real estate situated in the town of Church Hill, Maryland, which he directed me as executor to ^{third paragraph of his will and I have under the} sell under the power given me under the will sold this real estate since the death of my father.

Inter. #9: As will appear by reference to the will of your father, he devised his farm called "Ripley" to you, to be taken by you at a valuation to be determined upon in a manner set forth in the will and the rest of his real estate exclusive of the land in Church Hill he devised one third thereof to his son, Ernest Bonsal Brown, and one third thereof to his daughter, Helen B. Bordley, and one sixth thereof unto his grandson, James Alexander Brown and one sixth thereof to his grand daughter, Barbara Page Brown. Please state whether or not the real estate devised by your father unto Ernest Bonsal Brown, Helen B. Bordley, James Alexander Brown and Barbara Page Brown in the manner just stated can be divided among them in accordance with the proportions so given them without loss or injury to them, and if so, give your reasons for your answer.

Ans #9: It is clearly the intention of my father, as expressed in his will, that this real estate should be taken and held by the parties to whom it is given. If the real estate cannot be divided into as many parts as their are devisees to take it in my judgment it can be divided into two parts without loss or injury and in a division of this land one part thereof can be awarded to one adult devisee and another part to the other adult devisee and these two parts can be charged in the division with sums of money payable to the two infant grandchildren sufficient in amount to make an equal distribution from a pecuniary standpoint. The two infant grandchildren at the present time are in Canada, where their mother is living at present time. They are attending school where they are living. I do not know how long this arrangement will continue. I respectfully suggest that a distribution of money to these two grandchildren instead of land would be to their interest and advantage.

Examiner's Interrog:

I do not.

James P. Brown.

Madison B. Bordley, a witness of lawful age, produced on the part of the Plaintiff, being duly sworn, deposes and says:

Inter #1: State your name, age, residence and occupation.

Ans. #1: My name is Madison B. Bordley, 53 years of age, and I reside in Centreville, Maryland, and I am a lawyer.

Inter #2: Do you know the parties to this suit, and if so, how long have you known them and are they living or dead, and if living, where do they reside.

Ans. #2: Yes, I know all of them. The Plaintiffs, James P. Brown and Ernest B. Brown, I have known for forty years. Helen B. Bordley is my wife and the infant defendants I have since their birth. All of the parties, except the infant defendants reside in Queen Anne's County, Maryland, and they at present time are living with their mother in Canada.

Inter. #3: Were you or not acquainted with James Brown of Ripley in the Second District of Queen Anne's County, Maryland, and if so, state whether he is living or dead, and if dead, when and where did he die.

Ans. #3: I was acquainted with him. He was my father-in-law and he died at his home near Church Hill, March 21st. 1926.

Inter. #4: State whether or not the said James Brown left a last will and testament, and if so, state if you know whether the same has been probated before the Orphans Court of Queen Anne's County, Maryland.

Ans. #4: He did leave a last will and testament which has been duly probated before said Orphans Court.

Inter. #5: State whether or not you are familiar with this will and the terms thereof.

Ans. #5: I am familiar with its terms.

Inter, #6: I now hand you a paper writing heretofore filed in this case as an exhibit and marked Exhibit James Brown. Please examine the same and tell me what it is.

Ans. #6: It is a certified copy of the last will and testament of the said James Brown, deceased.

Inter. #7: Please give names and ages of the children and heirs at law of the said James Brown surviving him at time of his death.

Ans. #7: James P. Brown, 53 years of age; Helen B. Bordley, wife of this witness, 48 years of age; Ernest B. Brown, 47 years of age, and the infants, Barbara Page Brown, 15 years old and James Alexander Brown, 7 years old, his grandchildren are all and the only heirs at law surviving the said James Brown.

Inter. #8: State if you know who is the legal guardian of Barbara Page Brown and James Alexander Brown and where this guardian was appointed.
 Ans. #8: Their legal guardian is Augusta C. Brown, their mother, and she was appointed guardian to these children by the Orphans Court for Queen Anne's County, Maryland, about six years ago. These two children and their mother were then residing in Queen Anne's County.
 Inter 9: Please described, if you can, what real estate, if any, the said James Brown died seized and possessed of.

He left a farm called Ripley on State Road from Church _____ to Chestertown, adjoining the farm of the Woodland P. Finley heirs, containing about 225 acres of land. This is the farm devised to James P. Brown by said James Brown.

He also left a farm called Castel Miles on the right side of the State Road from Church Hill-Chestertown containing about 150 acres, and adjoining the land of the Stokes heirs.

He also left a farm called Henfield Re-surveyed, located on the State Road from Church Hill to Chestertown and from Church Hill to Rolph's Wharf, containing about 90 acres of land, adjoining the lands of Emily Klinefelter.

He also left a lot of land on left side of the road leading from Church Hill to Rolph's Wharf, containing two and one quarter acres of land, and adjoining the land of Lillian Goldsborough.

He also left a lot of land on right side of last mentioned road, containing seven or eight acres of land, adjoining the land of Emily Klinefelter and the farm left by Rufus Parks.

The land above mentioned by me is the land left under paragraphs 5-6 of the last will and testament of James Brown.

Inter 10- He also left a lot of real estate situated in town of Church Hill, Maryland, which he directed his executor to sell under the third paragraph of said will and which said land has since been sold by the the executor, as will appear by reference to said will of said James Brown he devised his farm called Ripley to James P. Brown to be taken by him at a valuation to be determined upon in a manner set forth in the said will and the rest of his real estate exclusive of the land in Church Hill he devised on a third thereof to his son Ernest Bonsal Brown and one third thereof to his daughter, Helen B. Bordley and one sixth thereof to his grandson James Alexander Brown and one sixth thereof to his grand daughter Barbara Page Brown.
 Please state whether or not the real estate devised by said James Brown unto Ernest Bonsal Brown, Helen B. Bordley, James Alexander Brown and Barbara Page Brown in the manner just stated can be divided among them in accordance with the proportions so given them without loss or injury and if so give your reasons for your answer.

Ans. #10. It is clearly the intention of said James Brown as expressed in his will that this real estate should be taken and held by the parties to whom it is given. If the real estate cannot be divided into as many parts as there are devisees in my judgment it can only be divided into two parts without loss or injury and in such a division one part thereof can be awarded to one adult devisee and another part to the other adult devisee and these two parts can be charged in the division with sums of money payable to the two infant defendants sufficient in amount to make an equal distribution from a pecuniary stand point. The two infant defendants at the present time are living in Canada with their mother where they are attending school. I think it would be very much to the interest and advantage to the infant defendants to have their share of the estate in money which could be invested at a much better advantage to them than if left in real estate.

Examiner's Inter:

Ans. I do not.

Madison B. Bordley.

There being no more witnesses and neither side desiring further time for the production of evidence or the propounding of interrogatories your examiner herewith closes the within testimony together with the exhibit marked James Brown and filed with me as a part hereof and respectfully sets forth that he has been engaged two days in the taking of same and that he has examined two witnesses making the cost chargeable as follows:

Examiner's fee \$8.00

Respectfully submitted,

Oct. 12th. 1926.

James T. Earle
 Special Examiner.

SUGGESTION CONTAINING NAMES
OF PARTIES WITH SUITABLE
QUALIFICATIONS TO APPRAISE
THE REAL ESTATE OF JAMES
BROWN, TESTATOR NAMED IN
THE BILL OF COMPLAINT.
Filed Jan. 15th. 1927.

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

James Page Brown, et al.,
vs.
Helen Brown Bordley et al. } Cause No. 2659.

To the Honorable, the Judges of said Court:

The suggestion of James Page Brown and Ernest Bonsall Brown, plaintiffs, unto Your Honors respectfully sets forth:

That in the event an appraisement of the real estate described in the bill of complaint filed in the above cause as the property of James Brown, testator named in said bill, becomes necessary, that Harry E. Walls, Bernard L. Appleford, William C. Smith and J. Wilmer Hall or any of them will make good men to make the appraisement, for they possess suitable qualifications for the purpose, are fair, impartial and disinterested, and have knowledge of the said real estate to be so appraised and possess that intelligence which will enable them to ascertain the value of said real estate after inspection thereof and after inquiry on the subject.

Respectfully submitted,

Attorney for the plaintiffs.

ORDER OF COURT DIRECTING
WARRANT TO APPRAISE REAL
ESTATE TO ISSUE TO NAMED
APPRAISERS.
Filed Jan. 15th. 1927.

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

James Page Brown, et al., plaintiffs,

vs.

Cause No. 2659.

Helen Brown Bordley, et al. defendants.

The proceedings in this cause have been read and considered and it is ascertained that an appraisement of the real estate described in the bill of complaint devised by James Brown, the testator, mentioned in said bill, is necessary,

It is thereupon, on this fifteenth day of January in the year nineteen hundred and twenty seven, ordered by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this court, that a warrant to appraise the real estate of the said James Brown described in paragraph 1 of the said bill issue out of this court to Harry E. Walls, Bernard L. Appleford, William C. Smith,

And it is further ordered by this Court:

1. That before said appraisers shall proceed to act they shall first take before some officer of the State of Maryland authorized by the laws of said State to administer oaths an oath that they will well and truly, without fear or partiality, value and appraise said real estate and they they will in all respects discharge their duties as such appraisers to the best of their skill and judgment.
2. That a certificate of said oath, to be signed by the officer administering the same shall be attached to and returned with the inventory hereinafter mentioned.
3. That said appraisers shall have and they are hereby given power and authority to go upon said real estate and to walk over and survey the same in order that they may be able to value the same in dollars and cents.
4. That the said appraisers are hereby authorized and directed to employ a competent surveyor to survey said real estate, to make certificates of his survey and plats of each parcel of said real estate.
5. That said appraisers are hereby directed to return to this court with the inventory hereinafter mentioned the certificate of survey and plats of said real estate above mentioned.
6. That said appraisers are hereby given power and authority to call upon parties having deeds, writing and maniments of title relating to said real estate to produce the same before the appraisers.

7. That said appraisers shall have and are hereby given power and authority to take depositions of witnesses relating to the value of said real estate and the title of same and to such other matters as may be necessary to arrive at the value of the said real estate and descriptions thereof.

8. That when said appraisers shall have finished their said appraisement they are hereby directed to return to this court an inventory of said real estate containing full and complete descriptions of each parcel thereof and containing the value of each parcel thereof as ascertained by the said appraisers set down in dollars and cents as is usual in making inventories.

9. That the said appraisers shall attach to said inventory the warrant hereby directed to issue and to return the same with said inventory.

10. That the said appraisers are hereby directed to ascertain whether or not said real estate can be divided among the several parties owning the same according to their respective interest therein as set forth in the bill of complaint without loss or injury to said parties and to report their finding to this court in said inventory; this direction shall not apply to that part of said real estate called and described in the bill of complaint as "Ripley".

11. That the clerk of this court shall attach to the said warrant a copy of this order and a copy of the said bill of complaint.

Filed Jan. 29th. 1927.

Thomas J. Keating.

RETURN OF APPRAISERS
WITH CERTIFICATES OF
SURVEYOR, JOHN C. TURNER,
AND PLAT MADE BY HIM.
Filed Apr. 26th. 1927.

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

James Page Brown and Ernest Bonsall Brown,
vs.
Helen Brown Bordley, Madison B. Bordley,
and others.

Chancery
No.
2659.

To the Honorable, the Judges of said Court:

We, Harry E. Walls, Bernard L. Appleford and William C. Smith, the subscribers, unto Your Honors respectfully report as follows:

1. That we were appointed by the warrant heretofore issued out of this court under the decree of January 15, 1927, to appraise the real estate hereinafter described of which James Brown, late of said county, died seized and possessed, and which is described in the first paragraph of the bill of complaint filed in this cause, and to return an inventory thereof showing our valuation; as will appear by reference to the said warrant which is returned herewith as part hereof.

2. That prior to making the valuation hereinafter mentioned we took the oath required of us by said warrant and decree, as will appear from the certificate of Nelson J. Brown, a Notary Public before whom said oath was taken, hereto annexed and to be returned herewith as part hereof.

3. That prior to making the valuation hereinafter mentioned we went upon each parcel of said real estate for the purpose of examining the same for valuation under said warrant.

4. That prior to making the valuation hereinafter mentioned we employed John C. Turner, of said county, a surveyor, to survey said land, and to plat the same and to furnish us certificates of survey showing the metes and bounds, courses and distances and contents in area of each parcel; that the said John C. Turner has completed the work mentioned, and we return herewith attached hereto as part hereof the said certificates of survey and the plat, one plat being made for the several parcels of land.

5. That we then proceeded to value and appraise each parcel of said real estate, and have concluded the said valuation and appraisement; do make below an inventory of said real estate showing a brief description of each parcel and our separate valuation of each parcel of land.

The Inventory.

6. Tract called "Ripley".

All that lot of land called or known as "Ripley", and being the farm upon which the said James Brown, the testator of said cause, resided at the time of his death on March 21, 1926, situated, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the Stone Road leading from Church Hill to Chestertown, adjoining the land of heirs of Woodland P. Finley, James P. Brown,

and others, and containing according to the certificate of the said John C. Turner, two hundred thirty seven acres, no roods and thirty seven perches of land; which farm or tract of land we value and appraise at eleven thousand dollars, \$11,000.00

7. Tract called "Castle Miles".

All that lot of land called "Castle Miles", situated, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on both the Stone Road (which is the State Road) mentioned above and the road leading from Brown's Corner to Ewingtown, adjoining the land of Ernest Stokes, and others, and containing according to the certificate of survey of the said John C. Turner, one hundred and fifty five acres, two roods and eight perches of land; which farm or tract of land we value and appraise at the sum of nine thousand dollars. \$ 9,000.00

8. Tract called "Henfield".

All that tract of land called or known as "Henfield" situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on both the State Road above named and on the road branching therefrom and leading to Rolph's Wharf, adjoining the land of Emily Klinefelter, and containing according to the survey of the said John C. Turner ninety two acres, three roods and thirty one perches of land; which tract of land we value and appraise at the sum of five thousand five hundred dollars. \$ 5,500.00

9. Tract called "Sorrell Lot".

All that lot of land called or known as "The Sorrell Lot" or "The Sewall Lot", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the road leading from the State Road above mentioned to Rolph's Wharf, adjoining the tract called herein "Henfield" and containing two acres, one rood and twenty one perches of land; this lot of land we value and appraise at the sum of one hundred dollars 100.00.

10. Lot called "The Pearce Lot".

All that lot of land called or known as "The Pearce Lot" situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the road leading from the State Road above mentioned to Rolph's Wharf, adjoining the lot called "The Church Lot" and of James P. Brown, and containing eleven acres of land, according to the certificate of survey of the said John C. Turner; this lot of land we value and appraise at the sum of three hundred and thirty dollars 330.00.

11. Recapitulation.

Name of Land.	Appraisement and Value.
Ripley,	\$ 11,000.00
Castle Miles,	9,000.00
Henfield,	5,500.00
Sorrell Lot,	100.00
Pearce Lot,	330.00
Total appraisement and valuation,	<u>\$ 25,930.00</u>

12. We hereby refer to the said certificates of survey of the said John C. Turner attached hereto as part hereof for further descriptions of the said real estate, the said certificates describing the same land under the names given above.

13. We have ascertained that the real estate mentioned and described above, excluding the tract called "Ripley", that is to say, the tract called "Castle Miles", the tract of land called "Henfield", the lot of land called the "Sorrell Lot" and the lot of land called "The Pearce Lot" cannot be divided among the several parties entitled thereto and owning the same according to their respective interests, as set forth in the said bill of complaint, a copy of which bill is attached to the said warrant, without loss or injury to the said parties so owning the said land.

We, the subscribers, do hereby certify that the foregoing is a true INVENTORY and VALUATION of the Real Estate above described of James Brown above mentioned as valued and appraised by us in dollars and cents, according to the best of skill and judgment.

Respectfully submitted under our hands and seals this 18th. day of April, in the year one thousand nine hundred twenty seven.

Harry E. Walls (SEAL)

Bernard L. Appleford (SEAL)

William C. Smith (SEAL)

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

James Page Brown
and
Ernest Bonsall Brown, plaintiffs.

versus
Helen Brown Bordley, and
Madison B. Bordley, her husband,
Barbara Page Brown, infant,
James Alexander Brown, infant, defendants.

To the Honorable, the Judges of said Court:

Your Orators, complaining, say:

1. That James Brown, late of Queen Anne's County aforesaid, departed this life on the twenty first day of March, 1926, seized and possessed of the following tracts or parcels of land, all situated in the Second Election District of said county, to wit:

(1) A farm or tract of land called "Ripley", situate, lying and being on the State Road from Church Hill to Chestertown, adjoining the farm of the heirs of Woodland P. Finley, and containing 225 acres of land, more or less.

(2) A farm or tract of land called "Castle Miles", situate on the right side of the State Road from Church Hill to Chestertown, and containing 150 acres of land, more or less, and adjoining the land of John and J. Ernest Stokes.

(3) A farm or tract of land called or known as "Henfield Resurveyed", situate on the State road from Church Hill to Chestertown and on the road branching therefrom and leading to Rolph's Wharf, and containing 90 acres of land, more or less, and adjoining the lands of Emily Klinefelter.

(4) A lot of land situate on the left side of the road mentioned above as branching from the State Road and leading to Rolph's Wharf, containing 2½ acres of land, more or less, and adjoining the land of Lillian Goldsborough.

(5) A lot of land situate on the right of the last mentioned road, containing between 7 and 8 acres of land, and adjoining the land of Emily Klinefelter and that of the devisees of Rufus Parks.

2. That the said James Brown left surviving him at the time of his death the following named children and grandchildren, all of whom are named in the will herein after mentioned, to wit:

two sons, the said James Page Brown and Ernest Bonsall Brown, the plaintiffs; a daughter, Helen Brown Bordley, called in said will, Helen Page Brown, the wife of Madison B. Bordley, and who resides with her husband in county aforesaid; two grand children, by named Barbara Page Brown and James Alexander Brown, who are infants under twenty one years of age, and both of whom reside in Queen Anne's County aforesaid.

3. That the said James Brown left a last will and testament duly executed to pass real estate, bearing date April 27, 1920, and which was on the 30th. day of March, 1926, duly admitted to probate before the Orphans' Court of Queen Anne's County aforesaid; of which will a certified copy marked, "Exhibit James Brown", is filed herewith as part hereof.

4. That the said testator, in item five of his said will, states that it is his desire that his son, the said James Page Brown should become the owner of the farm where the testator was living at the time of his death, (hereinafter called "Ripley") and that his other children, Ernest Bonsall Brown and Helen Brown Bordley (called Helen Page Bordley in the will) to the extent of one third each, and his two grandchildren, Barbara Page Brown and James Alexander Brown, to the extent of one six to each, should become the owners of his other real estate, but that his son, James Page Brown, should not by becoming the owner of "Ripley" derive any pecuniary advantage over the other two children and two grandchildren, and the testator devised said land accordingly.

5. That the testator was at the time of the making of said will, residing on his farm or tract of land called "Ripley" described in sub-paragraph 1 of paragraph 1 of this bill, and for that reason, and for brevity, the said farm is called herein "Ripley" instead of being referred to as the farm the testator was residing on at the time of the making of his will.

6. That as will ^{also} appear by reference to the said fifth item of his will, the testator, in order that his desires above expressed as to his land might be carried out, did direct that as soon after his death as might be possible proper proceedings should be taken in the proper court for the valuation and division of his real estate, and that in said proceedings the farm called "Ripley" should be awarded unto his son James Page Brown; that the remaining real estate should be divided between his other two children and his two grand-children in such manner as to give to his two children one-third part each and to his two grandchildren one-sixth part each; and that in said division the farm to be so allotted unto the said James Page Brown should be charged with the payments of such sums of money to the said other two children and grandchildren as would make and equal division of his real estate from a pecuniary standpoint among his other children and his said two grandchildren, the two grandchildren, however, to receive only one share between them.

7. That your orators aver that the real estate so devised for partition by said testator is susceptible of division among the parties entitled thereto under said will, but that the partition directed by said will cannot be made without the aid of this Honorable Court, and that they, as parties in interest, in accordance with the direction of the testator in the will contained, do now hereby apply to this Honorable Court for its aid in said division.

8. That in said division of said James Page Brown is entitled to have said farm called "Ripley" awarded unto him; that the said Ernest Bonsall Brown is entitled to have one-third of the other land of the testator awarded unto him; that the said Helen Brown Bordley is entitled to have one-third of the other land of the testator awarded unto her; that the said Barbara Page Brown is entitled to have awarded unto her one-sixth of the other land of the testator, and the said James Alexander Brown is entitled to have awarded unto him one-sixth part of the other land of the testator; but that in said division of the said farm called "Ripley" to be so allotted unto the said James Page Brown is to be charged with the payments the other two children and unto the two grandchildren of the testator of such sums of money as will give to each child one fourth, and to each grandchild one eighth of the whole real estate of the testator (devised by him for division) from a pecuniary point of view.

To the end therefore:

- (1) That the defendants may answer the premises.
- (2) That a decree may be passed for partition of the said real estate of the said testator in accordance with the terms of his will.
- (3) That said real estate may be valued and appraised for the purpose of said division by appraisers or commissioners to be appointed by this Honorable Court.
- (4) That the Honorable Court assume jurisdiction in the premises pass all orders and decree requisite and necessary to give full force and effect to the provisions of the will of the testator relating to the real estate left by him for partition and to the division of his said real estate.
- (5) And 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 writs of subpoena against the said Helen Brown Bordley and Madison B. Bordley, her husband, residing in Queen Anne's County aforesaid, and writs of subpoena against the said Barbara Page Brown, infant, and against the said James Alexander Brown, infant, both residing in Queen Anne's County aforesaid, commanding 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 it duly bound etc.

Madison Brown

Solicitor for Plaintiff.

Filed August 12th. 1926.

James Page Brown

Ernest B. Brown.

Plaintiffs.

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

James Page Brown et al, Plaintiffs,

vs.

Cause No. 2659.

Helen Brown Bordley et al., Defendants.

The proceedings in this cause have been read and considered and it is ascertained that an appraisement of the real estate described in the Bill of Complaint devised by James Brown, the testator mentioned in said bill is necessary.

It is thereupon, on this fifteenth day of January, in the year nineteen hundred and twenty seven, ordered by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, that a warrant to appraise the real estate of the said James Brown described in paragraph 1 of the said bill issue out of this court to Harry E. Walls, Bernard L. Appleford, William C. Smith.

And it is further ordered by this Court:

1. That before said appraisers shall proceed to act, they shall first take before some officer of the State of Maryland authorized by the laws of said State to administer oaths an oath that they will well and truly, without fear or partiality, value and appraise said real estate and that they will in all respects discharge their duties as such appraisers to the best of their skill and judgment.

2. That a certificate of said oath, to be signed by the officer administering the same, shall be attached to and returned with the inventory hereinafter mentioned.
3. That said appraisers shall have and they are hereby given power and authority to go upon said real estate and to walk over and survey the same in order that they may be able to value the same in dollars and cents.
4. That the said appraisers are hereby authorized and directed to employ a competent surveyor to survey said real estate, to make certificate of his survey and plats of each parcel of said real estate.
5. That said appraisers are hereby directed to return to this Court with the inventory hereinafter mentioned the certificates of survey and plats of said real estate above mentioned.
6. That said appraisers are hereby given power and authority to call upon parties having deeds, writings and muniments of title relating to said real estate to produce the same before the appraisers.
7. That said appraisers shall have and are hereby given power and authority to take depositions of witnesses relating to the value of said real estate and the title of same and to such other matters as may be necessary to arrive at the value of the said real estate and descriptions thereof.
8. That when said appraisers shall have finished their said appraisement they are hereby directed to return to this Court an inventory of said real estate containing full and complete descriptions of each parcel thereof and containing the value of each parcel thereof as ascertained by the said appraisers set down in dollars and cents as is usual in making inventories.
9. That the said appraisers shall attach to said inventory the warrant hereby directed to issue and to return the same with said inventory.
10. That the said appraisers are hereby directed to ascertain whether or not said real estate can be divided among the several parties owning the same according to their respective interest therein, as set forth in the bill of complaint without loss or injury to said parties and to report their finding to this Court in said inventory; this direction shall not apply to that part of said real estate called and described in the bill of Complaint as "Ripley".
11. That the clerk of this court shall attach to the said warrant a copy of this order and a copy of the said Bill of Complaint.

Filed Jan. 29th. 1927.

Thomas J. Keating.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the foregoing is truly taken and copied from the Bill of Complaint and Order of Court directing warrant to appraise real estate filed in the above entitled case and both of which now remain in my office.

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 January, in the year 1927.

B. Hackett Turner, Clerk.

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

THE STATE OF MARYLAND, to Harry E. Walls, Bernard L. Appleford and William C. Smith, of Queen Anne's County aforesaid, GREETING:

KNOW YE, that we, have pursuant to a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, passed in a cause therein bearing the number 2559 and wherein James Page-Brown and Ernest Bonsall Brown are plaintiffs and Helen Brown Bordley, Madison B. Bordley, Barbara Page Brown and James Alexander Brown are the defendants, have ordered this warrant to issue to you to appraise the real estate of James Brown, late of said county, deceased, the testator mentioned in the bill of complaint filed in said cause, described in paragraph 1 of said bill and as follows, to wit:

(1) A farm or tract of land called "Ripley" situate, lying and being on the State Road from Church Hill to Chestertown, adjoining the farm of the heirs of Woodland F. Finley, and containing 225 acres of land, more or less.

(2) A farm or tract of land called "Castle Miles" situate on the right side of the State Road from Church Hill to Chestertown, and containing 150 acres of land, more or less, and adjoining the land of John and J. Ernest Stokes.

(3) A farm or tract of land called or known as "Henfield Resurveyed" situate on the State Road from Church Hill to Chestertown and on the road branching therefrom and leading to Rolph's Wharf, and containing 90 acres of land, more or less, and adjoining the lands of Emily Klinefelter.

(4) A lot of land situate on the left side of the road mentioned as branching from the State Road and leading to Rolph's Wharf, containing $2\frac{1}{2}$ acres of land, more or less, and adjoining the land of Lillian Goldsborough.

(5) A lot of land situate on the right side of the last mentioned, containing between 7 and 8 acres of land, and adjoining the land of Emily Klinefelter and that of the devisees of Rufus Parks.

Before proceeding to act as such appraisers you are hereby directed to take an oath before some officer of the State of Maryland authorized by law of said State to administer oaths that you will well and truly, without partiality or prejudice, value and appraise said real estate and that you will, in all respects, discharge your duties as such appraisers to the best of your skill and judgment.

You are directed to attach to the inventory hereinafter mentioned a certificate of said oath signed by the officer administering the same and to return said certificate with said inventory.

You are hereby given full power and authority to go upon said real estate and to walk over the same and survey the same in order that you may be able to value the same in dollars and cents.

You are authorized and directed to employ a competent surveyor to survey said land, to make certificates of his survey and plats of each parcel thereof and to return to this court with the inventory hereinafter mentioned the said certificates of survey and plats.

You are hereby given full power and authority to call upon parties having deeds, writing and muniments of title relating to said real estate to produce the same before you, and to take depositions of witnesses relating to the value of said real estate and the title of the same and to such other matters as may be necessary for you to arrive at the value of said real estate and descriptions thereof.

When you shall have finished your appraisement you are hereby directed to return to this court an inventory of said real estate containing full and complete descriptions of each parcel thereof and containing the value of each parcel thereof as ascertained by you set down in dollars and cents as is usual in making inventories, and to said inventory you shall attach this warrant in order that same may be returned with said inventory.

You are hereby directed to ascertain whether or not the said real estate can be divided among the several parties owing the same according to their respective interests as set forth in the bill of complaint without loss or injury to said parties and to return your finding to this court in said inventory; this direction shall not apply to that part of said real estate called and described in the bill of complaint as "Ripley".

The clerk of this court has been directed to attach to this warrant a copy of the decree appointing you appraisers as aforesaid and a copy of said bill of complaint.

WITNESS the Honorable William H. Adkins, Chief Judge of the Circuit Court for Queen Anne's County, the first Monday of _____ in the year nineteen hundred and twenty seven.

Issued this Twenty ninth day of January, in the year nineteen hundred and twenty seven.

B. Hackett Turner.

Seal's
Place.

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

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

James Page Brown and Ernest Bonsall Brown,
vs.
Helen Brown Bordley, Madison B. Bordley,
Barbara Page Brown and James Alexander Brown.

{ Chancery Cause
No.
2559.
}

Oath of Appraisers.

We, Harry E. Walls, Bernard L. Appleford and William C. Smity, appraisers appointed by the decree of the above named court passed in the above cause to value and appraise the real estate of James Brown described in the first paragraph of the bill of complaint filed in the above cause, do solemnly promise and declare that we will and truly, without fear or partiality, value and appraise said real estate, and that we will in all respects

discharge our duties as such appraisers to the best of our skill and judgment.

Harry E. Walls

Bernard L. Appleford

William C. Smith.

I hereby certify that the foregoing oath was administered in due form of law unto the said Harry E. Walls, Bernard L. Appleford and William C. Smith, by me, and was so taken by them, and that they did subscribe their names to said oath before me, on this 11th. day of March, in the year nineteen hundred and twenty seven.

Notary
Public
Seal.

Nelson J. Brown,
Notary Public.

To Harry E. Walls, Bernard C. Appleford and William C. Smith, appraisers appointed by the Circuit Court for Queen Anne's County, in Equity, to value and appraise the real estate hereinafter mentioned and described, of which James Brown, late of said county, died seized and possessed on the 21st. day of March, 1926, GREETING:

I, John C. Turner, surveyor, of said county, employed by you to make a survey of the real estate hereinafter mentioned do hereby certify to you that I have made and concluded the said survey, that I have made a plat of the same which is hereunto attach as part of this report, and that I have made and concluded certificates of survey of each parcel of said real estate showing the metes and bounds, courses and distances of each parcel of said real estate, and that below as part hereof will be found the said certificates.

Tract called "Ripley".

I hereby certify that I have surveyed the tract of land of the late said James Brown called "Ripley" situated in the Second Election District of Queen Anne's County, State of Maryland, on the Stone or State Road from Church Hill to Chestertown, and on the road branching from said road and leading to Rolph's Wharf, and that said tract of land is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for said tract of land called "Ripley", said tract being the farm whereon the said James Brown resided at the time of his death,

at a stone set on the north side of Southeast Creek at the southwest corner of said farm and in the line of the land of Lillian Goldsborough, and running thence with the last named land north forty three degrees east, 8.28 perches to a stone; thence north seventeen degrees and one fourth of a degree east, 91.36 perches; thence south eighty five degrees east, 14.4 perches; thence north three degrees and one fourth of a degree one hundred and eighty perches to the centre of the road leading to Rolph's Wharf as aforesaid; thence with that road south eighty three degrees and three-fourths of a degree east, twenty four (24) perches to the centre of the Stone Road from Church Hill to Chestertown as aforesaid; thence with that road south forty two degrees and one half of a degree west, 123.88 perches; thence south fifty three degrees and one half of a degree east, 59.68 perches to the centre of the Stone Road aforesaid at the place called "Brown's Corner"; thence with that road south five degrees and one half of a degree west, 46 perches; thence south fifteen degrees and one fourth of a degree west, eight perches to the corner of the woods; thence with the land of James P. Brown south eighty one degrees east, four perches; to a stone; thence south three degrees and one half of a degree west, 59 perches; thence south nine degrees and one half of a degree west, 12.64 perches; thence south thirty degrees west four (4) perches; thence north seventy eight degrees and one half of a degree west, 17.44 perches to the centre of the said Stone Road from Church Hill to Chestertown; thence with the said road south fifteen degrees and one fourth of a degree west, ten perches; thence south two degrees and one half of a degree west, 26.24 perches to centre of the concrete bridge at the stream of water called "Brown's Branch"; and to the land of the heirs of Woodland P. Finley; thence the land last named and with the middle of said stream to the point of beginning, containing two hundred thirty seven acres and thirty seven square perches of land,
(237A-OR-37P-)

made up as follows:

Woodland, 21 3/4 acres, Open Meadow Land, 12 acres, Marsh 14 1/2 Ac. Cleared land, 188 acres, 3 roads, 37 perches.

John C. Turner, Surveyor.

Tract called "Castle Miles".

I hereby certify that I have surveyed the tract called "Castle Miles" of the said James Brown, situated in the Second Election District of Queen Anne's County, State of Maryland, on the Stone Road from Church Hill to Chestertown, and on the road leading from the point called "Brown's Corner" to Ewingtown, adjoining the land of Ernest Stokes and others, and that the same is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same in the centre of the aforesaid Stone Road at the place called "Brown's Corner" and at the beginning of the dirt road leading from said place to Ewingtown, and running thence with the last named road north four degrees

east, one hundred and forty perches; thence north three degrees east, 49.52 perches to the woodland; thence north eighty one degrees east, 1.32 perches; thence north two degrees and and three fourths of a degree west, fourteen perches with the woodland to a large stone; thence south eighty seven degrees and one half of a degree west, eleven (11) perches to the centre of the road; thence north forty one degrees and one half of a degree west 14.4 perches to a point in the road opposite a stone set in the side of the said road; a corner for this land the Stokes' woodland; thence south seventy degrees west, 1.40 perches to said stone; thence south three degrees east, 11.32 perches to a stone; thence with the Stokes' woodland, north eighty six degrees and one half of a degree west, 88.52 perches; thence south eighty eight degrees and one half of a degree west, 18.36 perches; thence north sixty three degrees west, 87.44 perches to the Stokes land; thence south seven degrees east, sixty (60) perches to the centre of the Stone Road from Church Hill to Chestertown; thence with the road south forty two degrees and one half of a degree east, 204 perches; thence south fifty three degrees and one half of a degree east, 59.68 perches to a point in the centre of the said stone road at the place called "Brown's Corner", and the place or point of beginning, containing one hundred fifty five acres, two roads and eight perches of land (155A.--2R-8P.--)

Woodland 4.5 acres
Cleared land 151. A.,) roads, 8 perches.

John C. Turner, Surveyor.

Tract called "Henfield".

I hereby certify that I have surveyed the tract called "Henfield" of the said James Brown, situated in the Second Election District of Queen Anne's County, State of Maryland, on the Stone Road above mentioned from Church Hill to Chestertown and and also on the road branching from said road and leading to Rolph's Wharf, adjoining the land

and that the same is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same in the centre of the said Stone Road at a point north sixty three degrees and one half of a degree west, 3.36 perches from a large stone on the side of the said road and running thence north forty two degrees and one half of a degree west, 206.52 perches to a point opposite a stone a corner for this land and that of Emily Klinefelter; thence south twenty six degrees west, sixty three perches; thence north sixty three degree and three fourths of a degree west, 17.6 perches to a lot owned by James P. Brown; thence south eighteen degrees and one fourth of a degree west, 83.6 perches to the road to Rolph's Wharf; thence south seventy two degrees east, eighteen (18) perches; thence south eighty four degrees east 183 perches to the place of beginning, containing ninety two acres, three roads and thirty one perches of land (92A.--#R.--31P.)

Woodland, 5 acres
Cleared land 87 A.3R.31P.

John C. Turner, Surveyor.

Sorrell Lot.

I hereby certify that I have surveyed the lot of land called "The Sorrell Lot" of the said James Brown and that the same is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same at a point on the road leading to Rolph's Wharf from said Stone Road at at the end of the fourth line of the said tract so called "Henfield", and running thence south seventy two degrees east, 6.2 perches; thence south five degrees west, 18.76 perches; thence north eighty degrees west, 18.52 perches; thence north five degrees east, twenty three perches to the center of the road leading from Stone Road to Rolph's Wharf; thence south sixty three degrees and three fourths of a degree east, 13.2 perches to the place of beginning, containing two acres, one road and twenty one perches of land (2A.1R.--21P.)

John C. Turner, Surveyor.

Pearce Lot.

I hereby certify that I have surveyed the lot of land called "The Pearce Lot" of the said James Brown and situated on the road leading to Rolph's Wharf from said Stone Road and that the same is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same in said road at a point opposite a large stone set in the southwest corner of the lot called "The Church Lot" now owned by James P. Brown and running thence north eighteen degrees east, eighty four perches to a stone and Klinefelter's Woodland; thence north sixty five degrees and one fourth of a degree west, twenty one perches to a stone and the Smith woodland; thence south eighteen degrees west, 85.4 perches to center of said road; thence south sixty eight degrees and one half of a degree east, 20.64 perches to the point of beginning, containing eleven acres of land. (11 Acres).

John C. Turner, Surveyor.

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ORDER NISI ON REPORT OF
APPRAISERS AND THEIR IN-
VENTORY AND VALUATION OF
REAL ESTATE AS RETURNED.
Filed April 26th. 1927.

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

James Page Brown and Ernest Bonsall Brown,

vs.

Helen Brown Bordley,
Barbara Page Brown,
James Alexander Brown.

} Cause 2659.

Harry E. Walls, Bernard L. Appleford and William C. Smith, the appraisers appointed by the decree of this court passed in the above cause January 15, 1927, to value and appraise the real estate described in paragraph one of the bill of complaint filed in above cause of which James Brown, late of said county, died seized and possessed, and to return to this court an Inventory of said real estate showing their valuation of the same in dollars and cents, have made and filed in this court in this cause a report of their proceedings under said decree and the warrant to them thereunder issued, which report includes an Inventory of said real estate showing their valuation of the same in manner directed.

It is thereupon, on this 26th. day of April, 1927, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of said Court, ordered that the said Report, Inventory and Valuation of the said appraisers be finally ratified and confirmed by this Court and a final decree for the division of said real estate in accordance therewith be passed by this Court, unless cause to the contrary thereof be shown on or before the first day of July next; provided a copy of this order be inserted in some newspaper published in Queen Anne's County aforesaid once in each of four successive weeks before the first day of June next.

Filed April 26th. 1927.

Thomas J. Keating.

AGREEMENT OF JAMES PAGE
BROWN TO ACCEPT LAND CALLED
RIPLEY DEVISED TO HIM UNDER THE
TERMS OF THE DEVISE AS CONTAINED
IN WILL OF JAMES BROWN.

Filed July 16th. 1927.

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

James Page Brown et al.,

vs.

Helen Brown Bordley et al.,

} Chancery Number 2659.

To the Honorable, the Judges of said Court:

I, James Page Brown, son of James Brown mentioned in the proceedings of this, the above entitled cause, as the testator making the will therein filed, unto Your Honors, respectfully sets forth:

That my father, by his last will and testament, a copy of which is on file herein, devised unto me the farm whereon he resided at the time of the making of his said will charged with the payment unto my brother, Ernest Bonsall Brown, unto my sister, Helen Brown Bordley, and unto the two grandchildren of my father mentioned in his will of such sums of money as might be necessary to equalize the distribution of the real estate of my father, the testator, into four parts, one to me, one to my brother, one to my sister and one to the said grandchildren.

That as will appear from the testimony filed in this cause the farm so devised unto me is that one of the testator which is called and known as "Ripley" and this farm is called and described by that name in the inventory of the real estate of the testator heretofore made under the direction of this court and now on file in the proceedings hereof.

That as will appear from said inventory the said farm so called "Ripley" has been valued by the appraisers heretofore appointed by the court in this cause at the sum of eleven thousand dollars.

That I now declare unto Your Honors my election to accept the farm so devised unto me upon the terms of the devise so made unto me, and I further declare unto Your Honors my ability and willingness to pay into this court, when and in the manner

directed by this court, for the benefit of my brother, sister and the two grandchildren of my father, such sums of money as this court shall find that I owe under the terms of the devise of said farm unto me under the valuation of the entire real estate of my father as made and returned by the said appraisers.

Respectfully submitted,

James Page Brown.

James P. Brown.

AGREEMENT AND OFFER OF
ERNEST B. BROWN AND HELEN
BROWN BORDLEY TO TAKE ALL
APPRAISED LAND SAVE RIPLEY
AT APPRAISED VALUE.

Filed July 16th. 1927.

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

James Page Brown et al.,

vs.

chancery 2659.

Helen Brown Bordley et al.

To the Honorable, the Judges of said court:

We, Ernest Bonsall Brown and Helen Brown Bordley, son and daughter of James Brown mentioned in the proceedings of the above cause as the testator making the will therein mentioned, unto Your Honors, respectfully set forth:

That in the event that the court shall hereafter determine in the further proceedings to had herein that that the real estate (other than that called "Ripley" devised by the testator unto the said James Page Brown) cannot be divided into three equal parts, one unto the said Ernest Bonsall Brown, one unto the said Helen Brown Bordley and one unto the grandchildren of the testator mentioned in his will, then we are willing, and hereby declare our consent, to take all of said real estate between us, without divisions, as tenants in common, at the valuation heretofore placed upon said real estate by the appraisers heretofore appointed by this court to value all the real estate of said testator.

and we further declare our willingness and ability to pay into court, when and in the manner directed by the court, such sums of money for the benefit of the other devisees of the testator as this court shall determine we shall owe them under a division of all the real estate of the testator, based on the said valuation of the same, in which we shall be awarded all of the testator's real estate other than that devised unto James Page Brown, the said division to be in the manner directed by the will of the said testator.

Respectfully submitted,

Ernest Bonsall Brown.

Helen Brown Bordley.

ADDITIONAL TESTIMONY.
Filed July 26th. 1927.

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

James Page Brown et al., # Chancery Docket.

vs.

Cause No. 2659.

Helen Brown Bordley et al. #

To the Honorable, the Judges of said Court:

The Report of James T. Earle, Special Examiner, appointed in the above entitled Cause respectfully shows:

That the said James T. Earle was appointed Special Examiner in this cause by an order of this Honorable Court passed on the 12th. day of October, 1926. That he was advised by counsel that additional testimony was to be taken and that after notifying all parties, they being present either by guardian ad litem or counsel, your special examiner did proceed to take the within testimony on the 26th. day of July, 1927, at office of Madison Brown, Esq., in Centreville, Md., beginning at 11 o'clock A.M. on that day.

Ernest Bonsall Brown, a witness of lawful age produced on part of the plaintiff being duly sworn, deposeth and says:

Question No. 1: State your name, age, residence and occupation.

My name is Ernest Bonsall Brown, I am 47 years old, I reside on farm known as Ripley between Church Hill and Chestertown and I am a farmer.

State whether or not you are acquainted with the parties to this suit or any of them.

I know all of the parties; I am one of the plaintiffs; James Page Brown is my brother and Helen Brown Bordley is my sister; Barbara Page Brown is my niece and James Alexander Brown is my nephew.

State if you know the ages of your niece and nephew.

Barbara is sixteen and Alexander is eight years old last October.

In the appraisal of the land of James Brown, your father, filed in this Cause, four tract of land are mentioned, called respectively, "Castle Miles", "Henfield", "Sorrell Lot" and the "Pearce Lot". State if you are acquainted with these several tracts of land and how long you have known them.

I know these tracts of land very well. I have known them all of my life and have been on them so many times I could not count the number of times. These are the tracts of land which James Brown, my father, by his will mentioned in this cause devised unto me and my sister, Helen Brown Bordley to the extent of one third each, and unto my niece and nephew above mentioned to the extent of one third between them, and these parties now own these tracts in that manner.

State whether or not in your opinion these tracts of land can be divided between the parties now owning the same as above set forth by you and to whom they were devised by James Brown, your father, according to their respective interests and rights therein, without loss and injury to them.

It would be impossible to divide these tracts into three parts of equal value. Castle Miles contains about 155 acres, Henfield contains about 92 acres; the Sorrell Lot contains a little over 2 acres and the Pearce Lot 11 acres. There are farm houses and farm buildings on the two farms. In a division into three parts one or more of the parts would contain no buildings and these parts would be of much less value than a part containing a building or buildings. I will also add that the tracts mentioned do not form one body and therefore a division into three parts would result in giving to one person parts separated from the other. Each farm has only one farm house and one necessary set of farm buildings and of course these buildings could not be divided.

Assuming that the Court will find the said tracts of land cannot be divided in kind among the parties entitled thereto under the will of your father according to their respective rights and that the court in a distribution of the land in the manner set forth in the will of your father will be obliged to award to one party in lieu of land a sum of money equal to one third of the appraised value of the said four tracts. State whether or not it will be to the interest and advantage of Barbara Page Brown and James Alexander Brown, infant defendants, that they be awarded in this distribution a part of the land or a sum of money equal to one third of the appraised value of these four tracts.

My judgment is that it will not be to their interest and advantage to award them land. They reside with their mother who resides with her father in Ontario, Canada, and so far as I know has no intention of taking up a residence in the State of Maryland. The children are of an age which makes them incapable of managing the land and would necessitate the appointment of a trustee or agent to manage the land for them. This would seem to me to be disadvantageous as it would require greater expense and there would be the possibility of mismanagement and unsatisfactory returns from the land. If money were awarded to them in lieu of land it could be invested in suitable securities that would be reasonably certain of returning them an assured and fixed income. Any income from farm land is of necessity variable and uncertain. In my opinion the risk is greater than the children should be required to take and therefore in my judgment the Court should award them money.

Examiner's special interrogatory.

I do not.

Ernest Bonsall Brown.

Henry C. Bowne, a witness of lawful age produced on part of the plaintiff, deposes and says:

State your name, age, residence and occupation.

My name is Henry C. Bowen, 40 years old, I live in Church Hill, Queen Anne's County, Maryland, and I am a farmer and Chief Judge of the Orphans Court for this county.

The adult parties to this suit are James Page Brown, Ernest Bonsall Brown, Helen Brown Bordley and Madison B. Bordley. State if you know them or any of them, and how long you have known them.

I know all of them and have known them practically all of my life.

The other two defendants are Barbara Page Brown and James Alexander Brown. Do you know them and about how old are they, if you know them.

Yes, I know them and have known them for about seven years. Barbara is about sixteen and James about eight or nine.

State whether or not you were acquainted with James Brown, now dead, the father of the adult parties to this suit.

Yes, I was acquainted with him.

James Brown, the father of the adult parties, left four tracts of land situated in the Second District of Queen Anne's County, one is called "Castle Miles" and contains about 155 acres, another is called "Henfield" and contains about 93 acres, one is called "Sorrell Lot" and contains about 2 acres, and the other is called the Pearce Lot and contains about 11 acres. State whether or not you know these tracts of land and if so, how long you have known them.

Yes, I know all of them well, have known them all of my life. I have been on them frequently.

James Brown, father of the adult parties to this cause, left a will by which he devised one undivided third part of these tracts unto Ernest Bonsall Brown, one undivided third part to his daughter, Helen Brown Bordley, one undivided third part unto Barbara Page Brown and James Alexander Brown between them, and these parties now own these tracts in these proportions. State whether or not these tracts of land can be divided between the parties now owning the same under the will of James Brown, according to their respective rights therein without loss or injury to them.

They cannot be divided between the parties without loss or injury. It can't be divided into two equal parts without loss and injury not to speak of a division into three equal parts. They lie on different sides of a road and new buildings would have to be erected, if divided, into three parts, one part would contain buildings and another part would not contain any buildings and one part would lie nearer the road and be of greater value than another part, for these and many other reasons the land cannot be divided into three parts.

Let us assume that the court will find that these tracts of land cannot be divided between the parties entitled thereto under the will of James Brown, without loss or injury. Let us assume that the court will be called upon to determine in making a division of these tracts among said parties whether Barbara Page Brown and James Alexander Brown shall be awarded a part or parts of these tracts or shall be awarded in lieu of land a sum of money equal in value to their share of the land. State whether or not in your opinion it would be to the interest and advantage of these two infants that the court award them land or that the court award them in money the value of their part of the land.

I believe that it would be to their advantage to accept a money value for their part of the land, rather than the land, for these reasons: there is great uncertainty as to the income from land, but we do know that the cost of up-keep, taxes &c. are certain. I believe that the money during the infancy of these children can be handled in such a manner as to produce a greater income and a more certain income than the land. It is my understanding that if the court were to award land to these children their portion would have to be charged with money for purpose of equalization. In my judgment this would be placing certain money in uncertain investment so far as income is concerned. These children live in Canada and this would necessitate the management of their land by agents or trustees which is not as advantageous as management by an owner. As one of the judges of the Orphans Court for this county it is my experience from observing the estate of infants that they are better off with money than with its equivalent in land for many reasons.

Examiner's Special.

I do not.

Henry G. Bowen.

Charles M. West, a witness of lawful age produced on part of the plaintiff, deposes and says:

State your name, age, residence and occupation.

My name is Charles M. West, I am sixty years old, I reside in Centreville, Maryland, and my occupation is banker and farmer.

This is a suit in which James Page Brown, Ernest Bonsall Brown, Helen Brown Bordley and Madison Bordley are the adult parties, do you know them or any of them, and if so, state how long you have known them.

I have known them all for a good many years except Ernest Bonsall Brown whom I have known for about four years.

The other parties to the suit are two infants, Barbara Page Brown and James Alexander Brown. Do you know them or either of them.

I think that I have seen them both up to the residence of Mr. Brown, I mean Mr. James Brown, now dead, their grandfather, who told me that these children were his grandchildren.

State whether or not you were acquainted with Mr. James Brown, now dead, the father of the adult parties to this suit.

I was.

Mr. James Brown left four tracts of land, one called "Castle Miles, containing about 155 acres of land, one called "Henfield", containing about 93 acres of land, one called Sorrell Lot and containing about 2 acres of land, and one called Pearce Lot, containing 11 acres of land. State whether or not you are familiar with these tracts of land.

I am familiar with both the farms but not with two small lots.

Mr. James Brown left a will by which he devised these four tracts as follows: One undivided third part to Ernest Bonsall Brown, one undivided third part to Helen Brown Bordley, and one undivided third part to the two grandchildren, Barbara Page Brown and James Alexander Brown, jointly. State whether or not in your opinion these tracts of land can be divided among the parties entitled thereto under the will of James Brown according to their respective interest therein without loss or injury to them.

They cannot; in the first place they are in such shape and condition and the position of the buildings thereon I don't see how it could be done to the interest of all concerned. The would be one or more parts without buildings, there being 2 sets of buildings and more parcels of land, making an equal division impossible.

Let us assume that the court in this proceeding will have to determine whether it will award and allot to the two infant defendants land in kind or in lieu thereof its equivalent or value in money. Which allotment in your judgment would be to the interest and advantage of the two infant children?

The allotment in money. It would be far better than land. I have had considerable experience in the management of land both as owner, as trustee for owners and as agent for owners and under the rental system prevailing in Queen Anne's County, I think that all land owners would be better off today if at the beginning of the ownership each had instead of land, its equivalent value in money. Under my knowledge of the age of the two infants any land allotted to them would have to be rented out under this system as they could not carry same on.

The tract of land called "Castle Miles" has been appraised in these proceedings at \$9,000.00; the tract called "Henfield" has been appraised in these proceedings at \$5500.00, do you or not consider these estimates of value fair and conservative ones.

I do. It is about what I would appraise them at myself.

Examiner's special.

I do not.

Charles M. West.

There being no more witnesses and neither side desiring further time for production of evidence or the propounding of interrogatories, your special examiner herewith closes the within testimony and respectfully sets forth that he has been engaged on day in the taking of the same and that he has examined three witnesses and that the cost is as follows:

Charles M. West, witness fee	.75		
Henry C. Bownen, " "	.75		
Examiner's fee	4.00	Total	\$5.50

Respectfully submitted,

James T. Earle
Special Examiner.

DECREE.

Filed Aug. 13th. 1927.

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

James Page Brown et al.,	}	Cause No. 2659.
vs.		
Helen Brown Bordley et al.		

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

It appears that James Brown, under whose will this cause has arisen, left five several tracts of land and that the same have been appraised in these proceedings as directed by his will, the tract called Ripley at \$11,000.00 and the other four tracts called Castle Miles, Henfield, Sorrell Lot and Pearce Lot at \$14,930.00, the total appraisement being \$25,930.00.

It appears that James Page Brown, Ernest Bonsall Brown and Helen Brown Bordley, the testator's children, are each to receive in the distribution to be made by this court land to the value of one fourth of the total appraisement, or \$6482.50 and that Barbara Page Brown and James Alexander Brown, his grandchildren are entitled jointly to land to same amount.

It appears that James Page Brown has filed his consent or election to accept the tract called Ripley devised to him under the terms of the devise, and that Ernest Bonsall Brown and Helen Brown Bordley are willing to accept in the distribution all the other land, or the land devised to them and the two grandchildren together, in case the court shall find the same cannot be divided between the parties without loss.

It appears from the return of the appraisers and from the testimony filed that the land devised unto the said Ernest Bonsall Brown and Helen Brown Bordley and to the two grandchildren cannot be divided without loss among them.

IT IS THEREUPON, on this thirteenth day of August, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, adjudged, ordered and decreed that the tracts of land devised by James Brown, by his said will, unto Ernest Bonsall Brown and Helen Brown Bordley to extent one third each and unto Barbara Page Brown and James Alexander Brown to extent of one third part between them, called and described in these proceedings by the names "Castle Miles", "Henfield", "Sorrell Lot" and "Pearce Lot" cannot be divided between the said parties according to their respective rights without loss or injury to them.

And it is further adjudged, ordered and decreed that it will be to the interest and advantage of the said Barbara Page Brown and James Alexander Brown, who are infants under the age of twenty one years, that they be herein allotted and awarded no part nor parts of said tracts so devised unto them but that they be allotted and awarded and they are hereby allotted and awarded in lieu thereof the sum of six thousand four hundred eighty two dollars and fifty cents to be equally divided between them and to be paid to them by James Page Brown to the extent and amount of four thousand five hundred seventeen dollars and fifty cents and by Ernest Bonsall Brown and Helen Brown Bordley to the extent and amount of nineteen hundred and sixty five dollars, as hereinafter set forth.

And it is further adjudged, ordered and decreed as follows:

1. That Ernest Bonsall Brown and Helen Brown Bordley be and they are hereby allotted and awarded as tenants in common as between them but not jointly nor in common with the other parties to this cause all the real estate devised unto them and unto Barbara Page Brown and James Alexander Brown by the said James Brown, the testator, by his said will and which in these proceedings are called and described by the names "Castle Miles", "Henfield", "Sorrell Lot", and "Pearce Lot", val and appraised at \$14,000.00, subject nevertheless to the payment by them of the sum of nineteen hundred and sixty five dollars to Barbara Page Brown and James Alexander Brown to be equally divided between them as hereinafter specified.
2. That Ernest Bonsall Brown and Helen Brown Bordley pay unto the said Barbara Page Brown and James Alexander Brown the sum of nineteen hundred and sixty five dollars, to be equally divided between them, and the manner of payment thereof shall be as follows: The said payments to be made in cash.
- 3/ That the said sum of nineteen hundred and sixty five dollars shall be and remain a lien and charge on the real estate herein awarded and allotted unto the said Ernest Bonsall Brown and Helen Brown Bordley unto the same with all interest thereon shall have been fully paid and discharged.
4. That upon the payment by the said Ernest Bonsall Brown and Helen Brown Bordley of said sum of nineteen hundred and sixty five dollars, they, the said Ernest Bonsall Brown and Helen Brown Bordley, their heirs and assigns, shall hold the said real estate herein allotted and awarded unto them free, clear and discharged of the lien thereon created by said will and by this decree and of all claims of the other parties to this cause.

And it is further adjudged, ordered and decreed as follows:

1. That James Page Brown pay unto the said Barbara Page Brown and James Alexander Brown the sum of four thousand five hundred seventeen dollars and fifty cents, to be equally divided between the said infants, and the manner of payment shall be as follows: The said payments to be made in cash.

2/ That the said sum of four thousand five hundred seventeen dollars and fifty cents so decreed to be paid by the said James Page Brown as above set forth shall be and remain a lien and charge on the real estate devised by the said James Brown, the testator, unto the said James Page Brown, until the same with all interest thereon which may accrue shall have been fully paid and discharged.

3. That upon the payment by the said James Page Brown unto the said Barbara Page Brown and James Alexander Brown of the said sum of four thousand, five hundred seventeen dollars and fifty cents, he, the said James Page Brown, his heirs and assigns, shall hold the said real estate so devised unto him, the said James Page Brown by the said James Brown, the testator, by said will and called in these proceedings by the name of "Ripley", free, clear and discharged of the lien on said real estate and land created by said will and by this decree and of all claims of the other parties to this suit or cause.

And it is further adjudged, ordered and decreed as follows:

1. That Madison Brown, of said county, be, and he is hereby appointed trustee to collect and receive of the said James Page Brown the said sum of four thousand five hundred seventeen dollars and fifty cents hereinbefore decreed to be paid by him to Barbara Page Brown and James Alexander Brown in equal parts and to collect and receive of Ernest Bonsall Brown and Helen Brown Bordley the said sum of nineteen hundred and sixty five dollars hereinbefore decreed to be paid by them unto the said Barbara Page Brown and James Alexander Brown in equal parts.

2. That before proceeding to act as said trustee the said Madison Brown shall file with the clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland in the penalty of the sum of Thirteen Thousand Dollars, if the surety or sureties thereon be persons, and in the penalty of the sum of sixty-five hundred dollars if the surety thereon be a corporation duly authorized to become the sole surety on the bonds of such 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 said James Page Brown unto the said trustee of the whole amount of the said sum of four thousand five hundred seventeen dollars and fifty cents and not before he, the said Madison Brown, as said trustee, shall by a good and sufficient release to be executed and acknowledged agreeably to law release the said James Brown and the said real estate devised unto him by the said James Brown, the testator, called in the proceedings by the name of "Ripley" from the lien and charge on him and on said real estate created by the said will and by this decree and from all claims of all the other parties to this cause.

4. That upon the payment by the said Ernest Bonsall Brown and Helen Brown Bordley unto the said trustee of the whole amount of the said sum of nineteen hundred and sixty five dollars, he, the said Madison Brown, as trustee, shall by a good and sufficient deed and release to be executed and acknowledged agreeably to law convey unto the said Ernest Bonsall Brown and Helen Brown Bordley, their heirs and assigns the real estate herein called "Castle Miles", "Henfield", "Sorrell Lot" and "Pearce Lot" herein by this decree allotted unto them free, clear and discharged from the lien and charge thereon by this decree and by said will created and from all claims of all the other parties to this cause, and also release them, the said Ernest Bonsall Brown and Helen Brown Bordley from the payment thereof.

5. And as soon as may be convenient after the collection of either of said sums of money by the said trustee, he shall report to this court a full and particular account of said collection with an affidavit of the truth thereof annexed in writing, and he shall bring into this court each sum of money he shall collect and receive under this decree so that the same may be disposed of under the direction of this court.

Thomas J. Keating.

CERTIFIED COPY OF BOND.
Filed Sept. 1st. 1927.

Queen Anne's County, to wit: Be it remembered that on the first day of September, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown of Queen Anne's County, in the State of Maryland, and the American Surety Company of New York, a corporation duly created by and existing under the laws of the State of New York, duly authorized to become sole surety on bonds of trustees, are held and firmly bound unto the State of Maryland in the full and just sum of six thousand five hundred dollars, lawful money of the United States of America, to be paid to the said State of Maryland, or to 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 thirty first day of August, in the year nineteen hundred and twenty seven.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, bearing date on the thirteenth day of August, nineteen hundred and twenty seven, and passed in a cause in said court bearing the number 2659 Chancery and wherein James Page Brown and another are complainants and Helen Brown Bordley and others are the defendants, the above bound, Madison Brown, has been appointed trustee to collect and receive of James Page Brown the sum of four thousand five hundred seventeen dollars and fifty cents adjudged, ordered and decreed by said court by said decree to be paid by him, the said James Page Brown, unto Barbara Page Brown and James Alexander Brown, infant defendants of said cause, and to collect and receive of Ernest Bonsall Brown and Helen Brown Bordley the sum of nineteen hundred and sixty five dollars adjudged, ordered and decreed to be paid by them unto the said Barbara Page Brown and James Alexander Brown and to bring into said court each sum of money above mentioned, when collected, in order that the same might be disposed of under the direction of said court.

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:

Madison Brown (SEAL)
American Surety Company of
New York by
Madison Brown
Its Attorney in fact. Seal's Place.

Countersigned:
By J. Lemuel Roberts.
Nellie G. Meredith.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Sept. 1st. 1927.
B. Hackett Turner, Clerk.

State of Maryland.

Queen Anne's County, to wit:-

I hereby certify that the foregoing Bond is truly taken and copied from Liber J.F.R. No. 1, fol. 328 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 1st. day of September, in the year 1927.

B. Hackett Turner, Clerk.

Petition of Madison Brown, trustee, for leave to resign the trusteeship.
"Exhibit A." (being an account of receipts and disbursements of Madison Brown, Trustee) filed June 24th. 1928.

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

James Page Brown, et al.

Vs.

Cause No. 2659.

Helen Brown Bordley, et al.

To the Honorable, the Judges of said Court:
The Petition of Madison Brown, the trustee of the above cause unto Your Honors respectfully sets forth:-

1. That by the decree passed August 13, 1927, in the above entitled cause your Petitioner was appointed trustee for the following purposes:
 - (1) To collect and receive for and behalf of Marbara Page Brown and James Alexander Brown, infant defendants of said cause, of James Page Brown, the sum of forty five hundred and seven-teen dollars and fifty cents by said decree ordered to be paid by the said James Page Brown unto the said Barbara Page Brown and James Alexander Brown.
 - (2) To release by deed of release the said James Page Brown and the tract of land called "Ripley" in the proceedings of said cause, upon the payment by the said James Page Brown unto your trustee of the sum of money above mentioned, from the lien and charge thereof under the will mentioned in said cause and under said decree.
 - (3) To collect and receive for and behalf of the said Barbara Page Brown and James Alexander Brown of Earnest Bonsall Brown and Helen Brown Bordley the sum of nineteen hundred and sixty five dollars ordered to be paid by said decree, by the said Earnest Bonsall Brown unto Barbara Page Brown and James Alexander Brown.
 - (4) To release by deed of release the said Earnest Bonsall Brown and Helen Brown Bordley and the tracts in the proceedings of said cause called "Castle Miles", "Henfield", "Sorrell Lot" and "Pierce Lot" upon the payment by the said Earnest Bonsall Brown and Helen Brown Bordley unto your trustee of the sum of money above mentioned, from the lien and charge thereof under the will mentioned in said cause and under said decree.

2. That your petitioner accepted said trust and prior to the payment as herein-after set forth of said sums of money filed with the clerk of this court a bond to the State of Maryland in the penalty of sixty five hundred dollars with the American Surety Company Surety Company of New York, a corporation authorized by law to become the sole surety on bonds, as the surety thereon, which bond was accepted and apprived by said Clerk.

3. That on or about September 3, 1927, the said James Page Brown paid said sum of forty five hundred and seventeen dollars and fifty cents unto your trustee, who thereupon, on or about the date mentioned, delivered unto the said James Page Brown the release, which your trustee was ordered to give him by said decree as above set forth.

4. That on or about September 3, 1927, the said Earnest Bonsall Brown and Helen Brown Bordley paid said sum of nineteen hundred and sixty five dollars unto your trustee, who on or about the same date delivered unto him the release which your trustee by said decree was ordered to give them as above set forth.

5. That your petitioner desires to retire from and resign such trust and he files herewith as part hereof marked "Exhibit A", a full and particular account under oath of his receipts and disbursements of said trustee.

6. That both sums of money so paid unto your trustee as aforesaid were by him shortly after the receipt of payment of him deposited in his name as trustee of this cause in the Savings Department of the Church Hill Bank of Maryland and therein in that manner remain deposited at this time.

Your petitioner, therefore, prays:

(1) That this court may release and discharge him, as trustee as aforesaid from future execution of said trust as reposed on him in said decree; and to that end the court will direct notice of this resignation to be given by publication in some newspaper as by law directed.

(2) That this petitioner may have such other and future release as the case may require.
Respectfully submitted.

Madison Brown, Trustee.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY SCT:⁶

I hereby certify that on this 24th. day of July in the year nineteen hundred and twenty eight, 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 made oath in due form of law that the matter and facts in the foregoing petition stated are true as therein set forth to the best of his knowledge and belief.

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

Filed July 24th. 1928.

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

James Page Brown et al.

vs.

Helen Brown Bordley, et al.

Cause No. 2659.

Exhibit A.

A full and particular account of the receipts and disbursements of Madison Brown, trustee appointed by the decree filed in the above entitled cause, from the thirteenth day of August, 1927, up to and including the 23rd. day of July, 1928.

Receipts.

Amount of money received of James Page Brown for and behalf of Barbara Page Brown and James Alexander Brown, infant defendants of said cause, in accordance with the decree of said cause, the sum of	\$4517.50
Amount of money received of Earnest Bonsall Brown and Helen Brown Bordley for and behalf Barbara Page Brown and James Alexander Brown, infant defendants of said cause, in accordance with the decree of said cause, the sum of	1965.00
Total principal	<u>\$6482.50</u>
Amount of interest received from the Church Hill Bank of Maryland on deposits of said sums of money in the Savings Department of said Bank on December 31, 1927, the sum of	86.35
Amount of interest received from the Church Hill Bank of Maryland on deposits of said sums of money in the Savings Department of said Bank on June 30, 1928, the sum of	<u>130.86</u>
Total interest	217.21
Total principal and interest	<u>\$6699.71</u>

Disbursements.

Amount paid on or about the nineteenth day of December to the corporate surety on the bond of said trustee, filed in said cause for the costs of said bond for the first year, the sum of	<u>26.00</u>
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Balance

\$6673.71

Respectfully submitted.

Madison Brown,
Trustee.

State of Maryland, Queen Anne's County, SCT:-

I hereby certify that on this 24th, day of July, in the year nineteen hundred and twenty eight, 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 foregoing account is a full and particular account of his receipts and disbursements, as the trustee appointed by the decree filed in the above entitled cause.

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

Filed July 24th.1928.

Order of Court
filed July 25th. 1928.

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

James Page Brown, et al.

Vs.

Helen Brown Bordley, et al.

Cause No. 2659.

Order of Court.

Ordered, this 25th. 25th. day of July, 1928, by the Circuit Court for Queen Anne's County, in Equity, upon the petition of Madison Brown, the trustee in the above entitled cause, to be released from his trust, and upon his exhibit and affidavit, accompanying said petition, filed in said cause, that the said Madison Brown, trustee as aforesaid, by publication of a copy of this order in some newspaper published in Queen Anne's County, once a week for four successive weeks before the 26th. day of August, next, give notice of his application to be relieved and discharged from further execution of his trust and also give warning to all persons to show cause, if any they have on or before the fifteenth day of September, 1928, why the application of the trustee should not be granted.

Filed July 25th. 1928.

Thomas J. Keating.

Certificate of publication of Order of Court
filed Aug. 30th. 1928.

Order of Court

In the Circuit Court for Queen Anne's County, in Equity, Cause No.2659.

James Page Brown et al.

Vs.

Helen Brown Bordley, et al.

Ordered, this 25th. day of July, 1928, by the Circuit Court for Queen County, in Equity, upon the petition of Madison Brown, the trustee in the above entitled cause, to be released from his trust, and upon his exhibit and affidavit, accompanying said petition, filed in said cause, that the said Madison Brown, trustee as aforesaid, by publication of a copy of this order in some newspaper published in Queen Anne's County, once a week for four successive weeks before the 26th. day of August next, give notice of his application to be relieved and discharged from further execution of his trust and also give warning to all persons to show cause if any they have, on or before the fifteenth day of September, 1928, why the application of the trustee should not be granted.

Filed July 25th. 1928.

Thomas J. Keating,

THE CENTREVILLE RECORD.

Centreville, Md. July 24, 1930.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Order of Court in the case of J.P.Brown et al. Vs. Helen B.Bordley et al. cause #2659, 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 July 26/28) before the 26 day of Aug. in the year 1928.

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

Petition of Mother and guardian of infant
defendants for appointment of Jas. Page Brown as
Trustee to succeed Madison Brown, filed Aug. 30th. 1928.

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

James Page Brown et al.

Vs.

Helen Brown Bordley et al.

Cause No. 2659.

To the Honorable, the Judges of said Court:

The petition of Augusta C. Brown of the Dominion of Canada unto Your Honors respectfully sets forth:-

1. That she is the mother and the legal guardian by appointment of the Orphan's Court of said county of Barbara Page Brown and James Alexander Brown, the infant defendants mentioned in the proceedings of this cause, and at the present time she is a resident of the Dominion of Canada.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 9th. day of January, in the year nineteen hundred and twenty-eight, the following Order to Docket Suit was filed for record, to wit:-

H. B. W. Mitchell, Assignee,	In the Circuit Court
vs.	for
Harriett Matthews and John F. Matthews, Mortgagors.	Queen Anne's County, In Equity. No.

B. Hackett Turner, Clerk:-

Docket suit as per the above titling, file certified copy of mortgage from Harriett Matthews and John F. Matthews, her husband, to James T. Bright and H.B.W. Mitchell, dated October 7th. 1909, and recorded in Liber S. S. No. 7, folio 72 etc., a land record book for Queen Anne's County and by mesne assignments assigned to H. B. W. Mitchell for the purpose of collection; the assignment of the said mortgage and bond herewith.

H. B. W. Mitchell.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.

#676. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 14th. day of October, in the year nineteen hundred and nine, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this Seventh day of October, in the year nineteen hundred and nine, by HARRIET MATTHEWS, (formerly Harriet Kirby) and JOHN F. MATTHEWS, her husband, of Queen Anne's County, in the State of Maryland. WHEREAS the said Harriet Matthews and John F. Matthews are indebted unto JAMES T. BRIGHT AND H. B. W. MITCHELL, of said County and State in the full and just sum of FOUR HUNDRED DOLLARS for money loaned and advanced, which said sum is to be paid in installments in accordance with the terms of thirteen promissory notes drawn and passed by said Harriet and John F. Matthews unto said James T. Bright and H. B. W. Mitchell, each of the first twelve of said notes to mature being for fifteen dollars and payable every three months at THE CENTREVILLE NATIONAL BANK OF MARYLAND, representing the interest on said principal sum to the time of the maturity of the note and a part of the principal also, and the thirteenth note to mature, the one payable three years from its date at the aforesaid bank for the sum of \$282.55, representing the balance of said principal mortgage indebtedness. Each of said notes being endorsed upon its face "SECURED BY MORTGAGE OF EVEN DATE HEREWITH, And there was an express condition precedent to the aforesaid loan that it was to be paid in accordance with the tenor of said promissory notes, and 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 Harriet Matthews and John F. Matthews do hereby grant and convey unto the said James T. Bright and H. B. W. Mitchell, all that lot, tract or parcel of land situate, lying and being on the north side of Commerce Street in the southern part of the town of Centreville, Queen Anne's County aforesaid, near the Mill, adjoining the property of Harriet Minor, Charles E. Harman heirs and others, and being the same land conveyed unto Harriet Kirby by deed of December 8th. 1879, and recorded in Liber J. W. No. 10, fol. 181, a land record book for Queen Anne's County, from Joseph O. Rasin and Florence M. Rasin, his wife, and fronting about 108 feet on Commerce Street with a depth of about sixty feet. TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. PROVIDED, that if the said Harriet Matthews and John F. Matthews, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of four hundred dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be void, then this Mortgage shall be void. And it is agreed, that until default be made in the premises, the said Harriet Matthews and John F. Matthews, their heirs and assigns shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Harriet Matthews and John F. Matthews, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt shall be deemed due and demandable; and it shall be lawful for the said James T. Bright and H. B. W. Mitchell, or either of them, their personal representatives and assigns, 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 the 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 and such other notice as by the said Mortgagees, their personal representatives or assigns may be deemed expedient; and in the event of the sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale including a fee of twenty five dollars and a 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 Mortgagees, 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 Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same. And the said Harriet Matthews and John F. Matthews, for themselves, their heirs, 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 Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least three hundred and fifty dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said 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.

WITNESS THE HANDS AND SEALS OF THE SAID MORTGAGORS.

test: John W. Tarmen.

her
HARRIET x MATTHEWS (SEAL)
mark.
his
JOHN F. x MATTHEWS (SEAL)
mark.

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

I HEREBY CERTIFY, that on this Seventh day of October, in the year nineteen hundred and nine, before me, a Justice of Peace of the State of Maryland, in and for the County aforesaid, personally appeared Harriet Matthews and John F. Matthews, her husband, the Mortgagors named in the foregoing Mortgage and each acknowledged the foregoing Mortgage to be their act. At the same time also appeared James T. Bright, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

JOHN W. TARMAN,

JUSTICE OF THE PEACE.

Queen Anne's County, to wit: be it remembered that on the twenty seventh day of November, in the year nineteen hundred and fourteen, the following Assignment was brought to be recorded, to wit:

I hereby transfer and assign the within and foregoing Mortgage, to the extent of my undivided one-half interest, therein, to H. B. W. Mitchell.
Witness my hand and seal this first day of September, nineteen hundred and fourteen.

Witness: Mary E. Forman.

James T. Bright (SEAL)

Queen Anne's County, to wit: Be it remembered that on that on seventeenth day of September, 1919, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and foregoing Mortgage to John Palmer without recourse or guarantee.

Witness my hand and seal this seventeenth day of September, nineteen hundred and nineteen.

Witness: B. H. Turner.

H. B. W. Mitchell, (SEAL)

Queen Anne's County, to wit: Be it remembered that on the ninth day of January, in the year Nineteen Hundred and Twenty eight, the following Assignment was brought to be recorded, to wit:-

I hereby transfer and assign the within and foregoing Mortgage unto H. B. W. Mitchell, for the purpose of foreclosure and collection.

Witness my hand and seal this 2nd. day of December, nineteen hundred and twenty seven.

Witness: Charles H. Weelans,
412 American Mechanics Bldg.,
Trenton, N. J.

John Palmer (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber S. S. #7, folio 72 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 January, in the year nineteen hundred and twenty eight.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the ninth day of January, in the year nineteen hundred and twenty eight, 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 R. Mildred Mitchell and C. M. Davidson of said County and State, as sureties, are firmly bound unto the State of Maryland in the full and just sum of fifteen hundred dollars, current money, 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, 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 seventh day of January, nineteen hundred and twenty eight.

Whereas the said H. B. W. Mitchell is about to execute the power of sale contained in the mortgage from Harriett Matthews (formerly Harriett Kirby) and John F. Matthews, her husband, executed by said Harriett Matthews and John F. Matthews, her husband, to James T. Bright and H. B. W. Mitchell, bearing date the seventh day of October, nineteen hundred and nine, and recorded in Liber S. S. No. 7, folio 72, 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, default having occurred 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:
Verna Mears.

H. B. W. Mitchell. (SEAL)
R. Mildred Mitchell. (SEAL)
C. M. Davidson. (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed January 9th. 1928.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 338 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 January, in the year 1928.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Jan. 11th. 1928.

H. B. W. Mitchell, Assignee
of Mortgage,
vs.
Harriett Matthews and
John F. Matthews, her husband,
Mortgagors.

In the Circuit Court
for
Queen Anne's County,
In Equity.
No. 2733.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of H. B. W. Mitchell, Assignee of Mortgage, from Harriett Matthews and John F. Matthews, her husband, to James T. Bright and H. B. W. Mitchell, dated

the seventh day of October, nineteen hundred and nine, and recorded in Liber S. S. No. 7, folio 72, a land record book for Queen Anne's County, and by mesne assignments duly assigned unto H. B. W. Mitchell for the purpose of foreclosure and collection, of the sale made by him of the lot or parcel of land improved by a small frame dwelling house on the North side of Commerce Street in the southern part of the town of Centreville, Maryland, adjoining the land of the Hearn Oil Company, having a frontage on Commerce Street of about one hundred and five feet, more or less, and a depth of about eighty four feet, more or less, having a width in the rear of about eighty five feet, more or less, and being the same land that was conveyed in eighteen hundred and seventy nine unto Harriet Kirby by Joseph O. Rasin and Florence M. Rasin, his wife, to your Honors respectfully sets forth:

FIRST: Under and by virtue of the power of sale contained in the afore-said mortgage, certified copy thereof being filed herewith as a part hereof, default having occurred 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 Centreville Observer, a newspaper printed and published in Queen Anne's County, for more than twenty days previous to the day of sale 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, January tenth, nineteen hundred and twenty eight, at one thirty 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 F. Guerney Jump, he being then and there the highest bidder therefor, at and for the sum of twelve hundred dollars. The purchaser has paid six hundred dollars on account of said purchase money.

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 Eleventh day of January, in the year nineteen hundred and twenty eight, before me, the subscriber, The Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared H. B. W. Mitchell, Assignee of said Mortgage, and made oath that the matters and things stated in the foregoing Report of Sale were true as therein stated, to the best of his knowledge and belief, and that the sale was fairly made.

Filed January 11th. 1928.

B. Hackett Turner, Clerk.

NISI.

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

vs.

Harriett Matthews, and
John F. Matthews, her husband,
Mortgagors.

In the Circuit Court
for

Queen Anne's County,

In Equity.

Chancery No. 2733.

ORDERED, This eleventh day of January, A. D. 1928, 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 contrary thereof be shown on or before the thirteenth 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 thirteenth day of February next.

The Report states the amount of sales to be \$1200.00.

Filed Jany. 11th. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUB. OF
ADV. OF SALE.

Filed Jan. 11th. 1928/
This should have preceded
the above Order Nisi.

PUBLIC SALE OF HOUSE AND LOT UNDER MORTGAGE.

Under and by virtue of the power of sale contained in the mortgage from Harriett Matthews (formerly Harriett Kirby) and John F. Matthews, her husband, to James T. Bright and H. B. W. Mitchell dated the 7th day of October, 1909, and recorded in Liber S. S. No. 7, folio 72, a land record book for Queen Anne's County and by mesne assignments duly assigned unto H. B. W. Mitchell for the purpose of foreclosure and collection. The undersigned, the said H. B. W. Mitchell, will sell

at public sale to the highest bidder in front of the Court House door in Centreville, Maryland, TUESDAY, JAN. 10, '28, at 1.30 o'clock p.m.,

ALL THAT LOT OR PARCEL OF LAND improved by a SMALL FRAME DWELLING HOUSE on the North side of Commerce Street in the Southern part of the town of Centreville, Maryland, adjoining the land of the Hearn Oil Company, having a frontage on Commerce Street of about 105 feet, more or less, and a depth of about 84 feet, more or less, having a width in the rear of about 85 feet, more or less, and being the same land that was conveyed in 1879 unto Harriett Kirby by Joseph O. Rasin and Florence M. Rasin, his wife.

TERMS OF SALE.- Payment of one-half of the purchase money will be required at the time of the sale and the balance in six months from day of sale or all cash at the option of the purchaser. Deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned.

H. B. W. MITCHELL,
Assignee of Mortgage.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., July 20, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgage Sale in the case of Harriet Matthews and John F. Matthews, 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 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Jan. 11th. 1928.

By Margaret E. Durney.

CERTIFICATE OF PUB. OF
ADV. ORDER NISI.
Filed March 21st. 1928.

ORDER NISI.

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

Harriett Matthews and John F. Matthews, her husband,
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2733.

Ordered, This 11th. day of January, A. D., 1928, 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 contrary thereof be shown on or before the 13th 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 thirteenth day of February next.

The Report states the amount of sales to be \$1200.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Jan. 11, 1928.

THE CENTREVILLE RECORD.

CENTREVILLE, MD.

19

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of H. B. W. Mitchell, Assignee of Mortgage, vs. Harriet Matthews & John F. Matthews, her husband, 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 13 day of Feb. in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown.

STATEMENT OF MORTGAGE DEBT.
 Filed March 21st. 1928.

STATEMENT OF MORTGAGE DEBT.

Amount of balance of mortgage debt taken over by John Palmer	\$386.95
Interest from December 10th. 1916, to January 10th. 1928, the day of sale, 11 years, 1 month-	257.32
	<hr/> \$644.27
Cr.	
By amount received from said property over and above amount paid to Harriett Matthews and amount expended on said property and in connection with the care thereof, including taxes, repairs etc.,	22.06
	<hr/> 622.21
5% attorney's commissions for collection	31.11
	<hr/> 653.32

County of Mercer)
 State of New Jersey) SS. John Palmer.

I hereby certify that on this 20th day of March, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of New Jersey, in and for the county of Mercer, personally appeared John Palmer and made oath that the within and foregoing statement is correct, true and bona fide as therein set forth and that no part of the same has been paid to the best of his knowledge and belief.

Notary Public Seal. Anthony Bella
 NOTARY PUBLIC.

FINAL ORDER.

ORDERED, this 23rd. day of March, in the year nineteen hundred and twenty eight, 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 foregoing Report of Sale, in the cause entitled, "H. B. W. Mitchell, Assignee of Mortgage, vs. Harriett Matthews and John F. Matthews, her husband, Mortgagors", being No. 2733, 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 therefor before the Auditor.

Filed March 24th. 1928. Thomas J. Keating.

REPORT AND ACCOUNT OF THE AUDITOR.
 Filed Nov. 2nd. 1928.

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

H. B. W. Mitchell, assignee, ()
 vs. () Cause No. 2733.
 Harriet Matthews, et al. ()

To the Honorable, the Judges of said Court:

I, Madison Brown, auditor, do unto Your Honors respectfully set forth as follows:

That I have stated the within account by first charging H.B.W. Mitchell, the party making the sale, with the gross proceeds of the sale made by him, and I have allowed him thereout his commissions provided by the mortgage, the costs incident to the proceedings including court costs and advertising costs in accordance with his vouchers, the fee of the auditor, and the mortgage debt in full.

That after these allowances the sum of three hundred seventy seven dollars and forty three cents appears as the net proceeds of the mortgage sale, and this sum is by the within account to remain subject to the future order of the court, as Mrs. Mitchell informs the auditor that Harriet Matthews is dead and some proceedings of the disposition of the sale will have to be taken in the court.

Respectfully submitted.

Madison Brown
 auditor.

Cause 2733.

The proceeds of the sale of the mortgaged property of Harriet Matthews, formerly Harriet Kirby, mortgagor, in account with H. H. B. Mitchell, assignee of mortgage, party making the mortgage sale.

Cr.

1928.

Jan. 10. By gross amount of the mortgage sale per report of sale filed, to wit: the sum of \$1200.00

Dr.

" "	To H.B.W. Mitchell, party making the sale, for his commissions for so doing per terms of mortgage, to wit: the sum of	\$79.50	
	To do., for the court costs of this suit per statement of clerk as follows, to wit: Costs of B. H. Turner, clerk, paid per receipt exhibited, to wit: the sum of \$18.75 Appear. fee of H. B. W. Mitchell, sum <u>10.00</u>	28.75	
	To do., for cost of advertising notice of sale in The Centreville Observer, paid per account for same exhibited, to wit: sum of	31.50	
	To do., for the cost of advertising the order nisi passed in this cause as to sale of land in Centreville Record 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 the sale made, per his receipt for same exhibited, to wit: sum of	12.50	
	To do., for the cost of advertising the order nisi to be passed as to this account and report, to wit: the sum of	3.00	
	To Madison Brown, auditor, for stating this account, to wit: the sum of	<u>9.00</u>	
		\$169.25	
	To H.B.W. Mitchell, assignee of the mortgage, in full of his mortgage claim due on day of sale, per statement filed, to wit: sum of	<u>653.32</u>	
		\$822.57	
	To balance being the net amount of the mortgage sales to remain subject to the future order of the court, to wit: the sum of	<u>377.43</u>	
		\$1200.00	\$1200.00

Cr.

By balance brought down to remain subject to the future order of the court, to wit: \$ 377.47

November 2, 1928.

Madison Brown
auditor.

NISI RATIFICATION OF AUDIT.

H.B.W. MITCHELL, ASSIGNEE,

(IN THE CIRCUIT COURT

VS.

) FOR QUEEN ANNE'S COUNTY

HARRIETT MATTHEWS AND
JOHN T. MATTHEWS, MORTGAGORS.

(IN EQUITY.

) CASE NO. 2733.

ORDERED, This 2nd. day of November, 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 3rd. day of December 1928; provided a copy of this order be published once a week in each of two successive weeks before the 26th. day of November, 1928, in some newspaper printed and published in Queen Anne's County.

Filed November 2nd. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed June 7th. 1929.

NISI RATIFICATION OF AUDIT.

H.B.W. Mitchell, Assignee,
vs.
Harriett Matthews and John T. Matthews, Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2733.

Ordered, This 2nd. day of November, 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 3rd. day of December, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of November, 1928, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed November 2nd. 1928.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., June 7th. 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of H.B.W. Mitchell, Assignee, vs. Harriett Matthews & John T. Matthews, Mortgagors, Chy. 2733, 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 26 day of November, in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed June 7th. 1929.

By L. Hopkins.

FINAL ORDER RATIFYING AUDIT.

ORDERED, this 11th. day of June, in the year nineteen hundred and twenty nine, 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 in accordance with the preceding order of ratification nisi; the said H.B.W. Mitchell, Assignee, is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed June 12th. 1929.

Thomas J. Keating.

Chancery No. 2737.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 17th. day of February, in the year nineteen hundred and twenty-eight, the following Order to Docket Suit was filed for record, to wit:-

OSCAR CLARK, ASSIGNEE FOR COLLECTION,	(IN THE CIRCUIT COURT FOR
)
VS.	QUEEN ANNE COUNTY,
	(
SAMUEL G. NUTTLE, MARY H. NUTTLE, FRED R. OWENS, MARY E. OWENS, SAMUEL J. ROCHESTER, & MAGGIE ROCHESTER.	IN EQUITY.
)
	(

B. HACKETT TURNER, CLERK:

Please docket suit in the above entitled cause. Enter my appearance for Plaintiff.

Oscar Clark
ASSIGNEE.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.

#3405. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the nineteenth day of December, in the year nineteen hundred and twelve, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this seventeenth day of December in the year nineteen hundred and twelve by Samuel G. Nuttle and Mary H. Nuttle, his wife, Fred R. Owens and Mary E. Owens, his wife, all of Caroline County, State of Maryland,

WHEREAS, the said Samuel G. Nuttle and Fred R. Owens have borrowed from James D. Neal of said County and State the full sum of Eleven Hundred Dollars to be repaid with interest at six per cent. per annum payable semi-annually at the expiration of one year from the date of these presents, to better secure the payment of which said sum with interest as aforesaid these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of one dollar, the said Samuel G. Nuttle, Mary H. Nuttle, Fred R. Owens and Mary E. Owens, do hereby grant and convey unto the said James D. Neal, his heirs and assigns in fee simple, all those two tracts or parcels of land situate, lying and being in the second election district of Queen Anne County, State of Maryland, on the road leading from Clark's Corner to Ingleside and known by the name in part as "Bradford and Timber Swamps", and more particularly described as follows:-

Lot No. 1. Beginning in the center of the said public road at a point where the lands herein being described and the lands of William J. Hutchins intersect and from thence runs south five degrees west ninety-eight and two-fifth perches to the Crane land; thence with Crane's land to land of James Matthews; thence with James Matthews land north four degrees east, one hundred and eighteen perches to the centre of the aforesaid County road; thence with the centre of said county road north eighty eight degrees west, ninety-nine and one fifth perches to the place of beginning, containing sixty-eight and one-fifth acres of land, more or less.

Lot No. 2. Beginning in the centre of the aforesaid county road at a point where the land herein being described intersects with the Porter land, thence with said Porter land north twenty three and one-fourth degrees west, forty-four and four-tenths perches; thence still with said Porter land south seventy five degrees west twenty perches to the centre of ditch a corner for William J. Hutchins land; thence with said William J. Hutchins land and also with the centre of said ditch following two courses south seventy one and one-half degrees east, ten perches; south thirty seven degrees east thirty six and one-fifth perches to the center of the aforesaid County road; thence with center of said County road south eighty eight degrees east thirteen and one-fifth perches to the place of beginning, containing four and one-fourth acres of land, more or less. It being the same land conveyed by Charles H. Anthony and wife to the said Samuel G. Nuttle and Fred R. Owens by deed dated December the fourteenth, nineteen hundred and twelve and recorded prior hereto or intended so to be among the land records for Queen Anne County.

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

TO HAVE AND TO HOLD the lands and premises above granted and conveyed unto and to the proper use and benefit of the said James D. Neal, his heirs and assigns forever, in fee simple.

PROVIDED, that if the said Samuel G. Nuttle and Fred R. Owens, their heirs or assigns, shall pay or cause to be paid to the said James D. Neal, his personal representatives or assigns, said principal and interest at the time limited for the payment of the same and shall perform all the covenants herein on his or their part to be performed, then this mortgage shall be void.

IT is agreed that until default be made in the premises Samuel G. Nuttle and Fred R. Owens, their heirs or assigns shall possess said property, said Samuel G. Nuttle and Fred R. Owens covenant for themselves, their and each of their heirs and assigns to pay as they severally fall due said principal and all installments of interest hereby intended to be secured, all taxes that may be levied on said property, mortgage debt and interest when the same shall become due and payable, all costs and attorney's fees and charges incurred in the collection of said principal and interest or in part thereof, and to insure immediately and pending this mortgage to keep insured the improvements on said premises to the amount of at least its insurable value in some insurance company to be first approved by the mortgagee, his personal representatives or assigns and to have the said policy so framed or endorsed that the proceeds thereof shall be applied to the payment of the indebtedness aforesaid, but in case of default in any agreement, covenant or condition 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 FRED R. OWENS, their attorney are hereby authorized to sell said mortgaged property pursuant to law and to convey the same to the purchaser upon the following terms, namely: cash on day of sale or for cash and credit at the option of the person making such sale; the proceeds arising from such sale shall be applied as follows: First, to the payment of all expenses incident to such sale including commission to the party selling equal to the commissions allowed Trustees in Equity, together with attorney's fees and costs; secondly, to the payment of all claims hereunder as aforesaid whether the same have matured or not; and third, the balance to us or to whoever may be entitled to the same. In the event said property is advertised under the power hereby granted and settlement is made before sale, said mortgagors, for themselves, their heirs and assigns, hereby agree to pay all expenses incurred up to date of settlement including attorney's fees, Court costs, advertising and one-half of said commissions to party advertising sale.

Witness the hands and seals of the said Mortgagors.

Test: Harry E. Ramsdell.

SAMUEL G. NUTTLE (SEAL)
 MARY H. NUTTLE (SEAL)
 FRED R. OWENS (SEAL)
 MARY E. OWENS (SEAL)

STATE OF MARYLAND,

CAROLINE COUNTY, TO WIT:-

I hereby certify that on this seventeenth day of December, in the year nineteen hundred and twelve, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Samuel G. Nuttle and Mary H. Nuttle, his wife, Fred R. Owens and Mary E. Owens, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed, and now at the same time also personally appeared before me, T. Pliny Fisher 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 also made oath that he is the attorney and agent for the within named mortgagee, and duly authorized to make this affidavit.

As witness my hand and Notarial Seal.

Notary
 Public
 Seal.

HARRY E. RAMSDELL.

Queen Anne's County, to wit:- Be it remembered that on the seventeenth day of February, in the year Nineteen Hundred and Twenty Eight, the following Assignment was brought to be recorded, to wit:-

For value received, and per order of the Orphans' Court, I hereby assign the foregoing mortgage to Florence E. Love, there being due thereon the principal sum of Eleven Hundred Dollars, (\$1100.00), with interest from October 19th. 1925, this assignment being made without recourse.

Witness my hand and seal this 24th. day of October, 1925.

Test: Pauline T. Roe.

T. Pliny Fisher, (Seal),
 Executor of the estate of James D. Neal,
 deceased.

For value received, I hereby assign the within mortgage to Hannah M. Love, with interest from March 23-1927.

As witness my hand and seal this 23rd. day of March, 1927.

Test: Fred R. Owens,

Florence E. Love (SEAL)

For value received, I hereby assign the within mortgage to H. Earle Smith, without recourse or guarantee.

As witness my hand and seal this 18th. day of January, 1928.

Test: Martha E. Beck.

Hannah M. Love. (SEAL).

For value received, I hereby assign the within mortgage to Oscar Clark, for collection.

As witness my hand and seal this 16th. day of February, 1928.

Test: Martha E. Beck.

H. Earle Smith (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber W. F. W. #2, folio 393, 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 17th. day of February, in the year nineteen hundred twenty eight.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF
MTG. & ASSIGNMENTS.

#6748. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty-third day of December, in the year nineteen hundred and eighteen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this seventh day of December in the year nineteen hundred and eighteen, by Samuel J. Rochester and Maggie Rochester, his wife, both of Queen Anne County, State of Maryland.

WHEREAS, the said Samuel J. Rochester and Maggie Rochester are now due and owing unto Samuel G. Nuttle and Fred R. Owens, the full and just sum of Six Hundred Fifty (\$650) Dollars, being balance in full for the purchase money of the lands and premises herein described, said sum of Six Hundred Fifty Dollars to be paid at the expiration of _____ years from the date of these presents, with interest payable half yearly at six percent per annum, to secure the payment of which said sum with interest as aforesaid, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That for and in consideration of the premises and the sum of One dollar, the said Samuel J. Rochester and Maggie Rochester do hereby grant and convey unto said Samuel G. Nuttle and Fred R. Owens, their heirs and assigns, in fee simple, all those two tracts or parcels of land situate, lying and being in the Second Election District of Queen Anne County, State of Maryland, on the road leading from Clark's Corner to Ingleside, and known by the name in part as "Bradford and Timber Swamps", and more particularly described as follows:

Lot No. 1: Beginning in the center of the said public road at a point where the lands herein being described and the lands of William J. Hutchins intersect and from thence runs south five degrees west, ninety-eight and two-fifth perches to the Cranes land; thence with Crane's land to land of James Matthews; thence with James Matthews land north four degrees east, one hundred and eighteen perches to the centre of the aforesaid County road; thence with the centre of said County road north eighty-eight degrees west, ninety-nine and one-fifth perches to the place of beginning, containing sixty-eight and one-fifth acre of land, more or less.

Lot No. 2: Beginning in the centre of the aforesaid county road at a point where the land herein being described intersects with the Porter land; thence with said Porter land north twenty-three and one-fourth degrees west, forty-four and four-tenth perches; thence still with said Porter land south seventy-five degrees west, twenty perches to the center of ditch a corner for William J. Hutchins land; thence with said William J. Hutchins land and also with the center of said ditch following two courses south seventy-one and one-half degrees east, ten perches; south thirty-seven degrees east, thirty-six and one-fifth perches to the center of the aforesaid county road; thence with center of said county road south eighty-

eight degrees east, thirteen and one-fifth perches to the place of beginning, containing four and one-fourth acres of land, more or less. It being the same land conveyed by Samuel G. Nuttle and others by deed of even date herewith and recorded prior hereto or intended so to be among the land records for Queen Anne County.

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

TO HAVE AND TO HOLD the land and premises above granted and conveyed unto and to the proper use and benefit of the said Samuel G. Nuttle and Fred R. Owens, their heirs and assigns forever in fee simple.

PROVIDED, that if the said Samuel J. Rochester and Maggie Rochester, their heirs or assigns shall pay or cause to be paid to the said Samuel G. Nuttle and Fred R. Owens, their personal representatives or assigns, said principal and interest at the time limited for the payment of the same and shall perform all the covenants herein on his or their part to be performed, then this mortgage shall be void.

It is agreed that until default be made in the premises Samuel J. Rochester and Maggie Rochester, their heirs or assigns, shall possess said land and premises, said Samuel J. Rochester and Maggie Rochester, for themselves, their and each of their heirs and assigns to pay as they severally fall due, said principal and all instalments of interest hereby intended to be secured, all taxes that may be levied on said property, mortgage debt and interest when the same shall become due and payable, all costs and attorneys fees and charges incurred in the collection of said principal and interest or in 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 its insurable value in some insurance company to be first approved by the mortgagees, their 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 in any agreement, covenant or condition herein, then the whole debt, principal and interest hereby secured shall be immediately due and demandable and the said Mortgagees, their personal representatives or assigns or Fred R. Owens, their attorney, are hereby authorized to sell said mortgaged property pursuant to law and to convey the same to the purchaser, upon the following terms, namely: cash on day of sale, or for cash and credit, at the option of the person making such sale; the proceeds arising from such sale shall be applied as follows: first, to the payment of all expenses incident to such sale, including commissions to the party selling, equal to the commissions allowed Trustees in equity, together with attorneys fees and costs, secondly, to the payment of all claims hereunder as aforesaid, whether the same have matured or not, and third, the balance to us or to whoever may be entitled to the same. In the event said property is advertised under the power hereby granted and settlement is made before sale, said Mortgagors, for themselves, their and each of their heirs and assigns hereby agree to pay all expenses incurred up to date of settlement, including attorneys fees, court costs, advertising and one-half of said commissions to party advertising sale.

Witness the hands and seals of the said Mortgagors.

Test: Wm. S. Crouse.

SAMUEL J. ROCHESTER (SEAL)

MAGGIE ROCHESTER (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO-WIT:

I hereby certify that on this 17th. day of November, in the year Nineteen hundred and eighteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel J. Rochester and Maggie Rochester, and each acknowledged the foregoing mortgage to be their respective act and deed; and now at the same time also personally appeared before me, Samuel G. Nuttle, one of the within named mortgagees, 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.

As witness my hand and notarial seal.

Notary
Public
Seal.

Wm. S. Crouse,
Notary Public.

Queen Annes County, to wit: Be it remembered that on the nineteenth day of April, in the year nineteen hundred and nineteen, the following the following Assignment was brought to be recorded, to wit:-

For value received, we hereby assign the within mortgage to Arthur J. Kenney, with interest from January 11-1919.

As witness our hands and seals this 11th. day of January, 1919.

Test: Annie Carter Sinclair.

Samuel G. Nuttle (SEAL)

Fred R. Owens (SEAL)

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of February, in the year Nineteen Hundred and Twenty Eight, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby assign this within mortgage to Oscar Clark, for collection.

As witness my hand and seal this 1st. day of February, 1928.

Test: Nettie Jolliffe.

Arthur J. Kinney (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J. F. R. #1, folio 425, 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 17th. day of February, in the year nineteen hundred and twenty eight.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed Feb. 18th. 1928.

Queen Anne's County, to wit: Be it remembered that on the twentieth day of February, in the year nineteen hundred and twenty eight, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS: that we, Oscar Clark, Principal, and H. Earle Smith, Samuel G. Nuttle and Fred R. Owens, sureties, all of Caroline County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Three thousand dollars (\$3,000.00), 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, administrators or assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 14th. day of February, in the year of our Lord one thousand nine hundred and twenty eight.

WHEREAS, the above bounden, Oscar Clark, by virtue of the power contained in two mortgages, one from Samuel G. Nuttle and others to James D. Neal, dated December 17th. 1912, and recorded among the mortgage records of Queen Anne County in Liber W. F. W. No. 2, folio 393, and the other of which is from Samuel J. Rochester and wife to Samuel G. Nuttle and others, dated December 7th. 1918, and recorded in Liber J.F.R. No. 1, folio 425, etc., one of the mortgage records of Queen Anne County, and which said mortgages have been assigned by mesne assignments to the said Oscar Clark for collection, which said assignments are duly recorded at the foot of said mortgages, is about to sell the land 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, Oscar Clark do and shall well and truly and faithfully perform the trust reposed in him under the mortgages 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:
Martha E. Beck.

Oscar Clark. (SEAL)

Samuel G. Nuttle (SEAL)
Fred R. Owens (SEAL)
H. Earle Smith (SEAL)

At the foot of the foregoing Bond was thus endorsed, to wit:-

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I hereby certify that if the foregoing Bond was presented to the Circuit Court for Caroline County, it would be accepted and approved both to principal and sureties.

Seal's
Place.

In testimony whereof, I hereunto set my hand and the seal of the Circuit Court for Caroline County affix, this 18th. day of February, A.D. 1928.

T. Clayton Horsey,
Clerk of the Circuit Court for
Caroline County.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed February 20th. 1928.

B. Hackett Turner, Clerk.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, fol. 343, 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 February, in the year 1928.

Seal's
Place.

B. Hackett Turner,
Clerk.

REPORT OF SALE.
Filed March 21st. 1928.

OSCAR CLARK, ASSIGNEE FOR COLLECTION,	(IN THE CIRCUIT COURT FOR
VS.	) QUEEN ANNE COUNTY,
SAMUEL G. NUTTLE ET AL.	(IN EQUITY. NO.
)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Oscar Clark, Assignee, respectfully shows:

FIRST. That Samuel G. Nuttle and others executed and delivered to James D. Neal a mortgage bearing date the 17th day of December, 1912, and which has by mesne assignments been assigned to Oscar Clark for collection, which said mortgage and assignments are recorded in Liber W.F.W. No. 2, folio 393, one of the land record books for Queen Anne County, as will fully appear by reference to certified copy of said mortgage filed in these proceedings as part hereof and marked Exhibit A. And also that Samuel J. Rochester and wife executed and delivered to Samuel G. Nuttle and others a mortgage bearing date the 7th day of December, 1918, and which has by mesne assignments been assigned to Oscar Clark for collection, which said mortgage and assignments are recorded in Liber J.F.R. No. 1, folio 425, etc., one of the land record books for Queen Anne County, as will fully appear by reference to certified copy of said mortgage filed in these proceedings as part hereof and marked Exhibit B.

SECOND. That after default had occurred in the covenants and conditions of said mortgages and after having given bond with security for the faithful performance of his trust and having complied with all the other pre-requisites as prescribed by law and the said mortgages and after giving notice of the time, place, manner and terms of sale by advertisement inserted in The Centreville Record, a weekly newspaper printed and published in Queen Anne County for more than twenty days before the day of sale, as will fully appear by copy of said advertisement with printer's certificate filed herewith as part hereof and marked Exhibit C.

THIRD. That your Assignee did, pursuant to said notice, proceed to sell said property in front of the Court House door at Centreville, Maryland, on Wednesday, March 21st. 1928, between the hours of one and two o'clock P.M. Your Assignee offered the lots or parcels of land as advertised at public sale to the highest bidder and the property mentioned in said mortgages was sold as follows, namely:

ALL those two tracts or parcels of land situate, lying and being in the Second Election District of Queen Anne County, Maryland, on the road leading from Clark's Corner to Ingleside and known by name in part as "Bradford and Timber Swamp";

LOT NO. 1. Beginning in the center of said public road at a point where the lands herein described and lands of William J. Hutchins intersect, and adjoining Crane lands, the lands of James Matthews and Lot No. 2, containing SIXTY-EIGHT AND ONE-FIFTH (68 1/5) ACRES, more or less.

LOT NO. 2. Beginning in the center of the aforesaid county road where the land herein described intersects the Porter land, and adjoins the Porter land, William J. Hutchins land and Lot No. 1, containing FOUR AND ONE-HALF (4 1/2) ACRES of land, more or less.

For description of said land by metes and bounds, see deed from Samuel G. Nuttle and others to Samuel J. Rochester, dated December 7th. 1918, and duly recorded among the land records of Queen Anne County.

FOURTH. Your Assignee offered the above tracts and sold the same to Samuel G. Nuttle, of Denton County, State of Maryland, for the sum of Fifteen Hundred Dollars, he being at that price the highest bidder therefor.

FIFTH. Your Assignee further reports that the terms of sale will be complied with upon ratification of sale.

Oscar Clark.

ASSIGNEE FOR COLLECTION.

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

I hereby certify that on this 21st. day of March, in the year nineteen hundred and twenty-eight, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne County in Equity, personally appeared Oscar Clark, Assignee for Collection, and made oath in due form of law that the matters and things contained in the above report of sale are true to the best of his knowledge and belief, and that said sale was fairly made.

Filed March 21st. 1928.

B. Hackett Turner,
Clerk.

ORDER NISI.

OSCAR CLARK,
ASSIGNEE FOR COLLECTION,

VS.

SAMUEL G. NUTTLE ET AL.

(IN THE CIRCUIT COURT FOR

) QUEEN ANNE COUNTY,

(IN EQUITY.

) NO.

ORDERED, this 21st. day of March, nineteen hundred and twenty-eight, that the sale of the property mentioned in these proceedings made and reported by Oscar Clark, Assignee for Collection, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd. day of May next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne County once in each of four successive weeks before the 23rd. day of April next.

The Report states the amount of sales to be \$1500.00.

Filed March 21-1928.

B. Hackett Turner,
Clerk.

CERTIFICATE OF PUB. OF
ADVERTISEMENT OF SALE.
Filed June 8th. 1928.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power of sale contained in two mortgages; one from Samuel G. Nuttle and others to James D. Neal, dated December 17th. 1912, and recorded in Liber W. F. W. No. 2, Folio 393, a land record book for Queen Anne's County; and the other from Samuel J. Rochester and wife to Samuel G. Nuttle and others, dated December 7th. 1918, and recorded in Liber J. F. R. No. 1, folio 425 etc., a land record book for Queen Anne's County, which said mortgages have been assigned by mesne assignments to Oscar Clark for the purpose of collection, as will fully appear by reference to said assignments duly recorded at the foot of said respective mortgages; default having occurred in the terms of the said mortgages, the undersigned Oscar Clark, as the assignee for collection of the aforesaid mortgages will sell at public sale in front of the Court House door in the town of Centreville, in Queen Anne's County, Maryland, on WEDNESDAY, MAR. 21, '28, between the hours of 1 and 2 o'clock p.m., all those two tracts or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the road leading from Clark's Corner to Ingleside, and known by name in part as "Bradford and Timber Swamp".

LOT NO. 1. Beginning in the center of said public road at a point where the lands herein described and lands of William J. Hutchins intersect, and adjoining Crane lands, the lands of James Matthews and Lot No. 2, containing SIXTY-EIGHT AND ONE-FIFTH (68 1/5) ACRES, more or less.

LOT NO. 2. Beginning in the center of the aforesaid county road where the land herein described intersects the Porter land, and adjoins the Porter land, William J. Hutchins' land and Lot No. 1, containing FOUR AND ONE-HALF (4 1/2) ACRES OF LAND, more or less.

For description of said land by metes and bounds, see deed from Samuel G. Nuttle and others to Samuel J. Rochester, dated December 7th. 1918, and duly recorded among the land records of Queen Anne's County.

Improvements- Two-story dwelling house and out-buildings.

TERMS OF SALE- Cash on day of sale. Title papers at expense of purchaser.

OSCAR CLARK.
Assignee for Collection.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., June 7th. 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of sale of real estate of Samuel G. Nuttle, Chy. 2737, 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 March, in the year 1928.

Filed June 8th. 1928.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Lida Hopkins.

CERTIFICATE OF PUB. OF
ADV. ORDER NISI.
Filed June 8th. 1928.

ORDER NISI.

Oscar Clark, Assignee for Collection,
vs.
Samuel G. Nuttle, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2737.

Ordered, this 21st. day of March, nineteen hundred and twenty-eight, that the sale of the property mentioned in these proceedings made and reported by Oscar Clark, Assignee for Collection vs. Samuel G. Nuttle, et al., case 2737, 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 23rd. day of April, in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Lida Hopkins.

STATEMENT OF MORTGAGE DEBT.
Filed June 13th. 1928.

OSCAR CLARK, (IN THE CIRCUIT COURT FOR
ASSIGNEE FOR COLLECTION,) QUEEN ANNE COUNTY
VS.)
SAMUEL G. NUTTLE ET AL. (IN EQUITY.
) NO. 2737.
SAMUEL J. ROCHESTER AND
MAGGIE ROCHESTER, HIS WIFE,

TO ARTHUR J. KENNY,

DR.

For mortgage from Samuel J. Rochester and Maggie J. Rochester, to Samuel G. Nuttle and others, dated December 7th. 1918, and recorded in Liber J.F.R. No. 1, folio 425, a land record book for Queen Anne's County, and which said mortgage was duly assigned to A. J. Kenny and by him to Oscar Clark, for collection,

\$650.00

Int, from Dec. 7th. 1927, to 3-21-1928.

11.26

Total

\$661.26

STATE OF MARYLAND, CAROLINE COUNTY, TO-WIT:

I hereby certify that on this 12th. day of June, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Fred R. Owens, who made oath in due form of law that the above statement is true to the best of his knowledge and belief, and that he has personal knowledge of the same.

AS WITNESS my hand and Notarial seal. Notary
Public

Seal. Martha E. Beck
NOTARY PUBLIC.

STATEMENT OF
MORTGAGE DEBT.
Filed June 12th. 1928.

OSCAR CLARK, (IN THE CIRCUIT COURT FOR
ASSIGNEE FOR COLLECTION,) QUEEN ANNE COUNTY
VS. (IN EQUITY.
SAMUEL G. NUTTLE ET AL.) NO. 2737.

SAMUEL G. NUTTLE ET AL.,
MORTGAGEES,

TO H. EARL SMITH,

DR.

For mortgage from Samuel G. Nuttle and others to James D. Neal, dated December 17th. 1912, and recorded in Liber W. F. No. 2, folio 393, one of the record books for Queen Anne's County, and which said mortgage was duly assigned to H. Earle Smith, Jan. 18, 1928,

\$1,100.00

Interest from December 17th. 1927, to 3-21-1928.

17.23

Total

\$1,117.23

STATE OF MARYLAND, CAROLINE COUNTY, TO-WIT:

I hereby certify that on this 12th. day of June, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Earle Smith, who made oath in due form of law that the above statement is true to the best of his knowledge and belief.

and
AS WITNESS my hand/Notarial Seal.

Notary
Public
Seal.

Martha E. Beck
Notary Public.

ORDER RATIFYING SALE.

OSCAR CLARK, (IN THE CIRCUIT COURT FOR
ASSIGNEE FOR COLLECTION,) QUEEN ANNE COUNTY,
VS. (IN EQUITY. NO.
SAMUEL G. NUTTLE ET AL.)

ORDERED, this 16th. day of June, 1928, by the Circuit Court for Queen Anne County, in Equity, and by the authority thereof, that the sale made and reported by Oscar Clark, Assignee for Collection, in the above entitled cause, 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 by order nisi passed in said cause. The Assignee is allowed the usual commissions and all expenses not personal when vouchers are filed with the Auditor.

Filed June 16th. 1928.

Thomas J. Keating.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed June 29th. 1928.

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

Oscar Clark, assignee, (Cause No. 2737.
vs.)
Samuel G. Nuttle, et al. (

To the Honorable, the Judges of said Court:

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

That it appears from the proceedings of this cause that the sale of the cause was made under two mortgages, one from Samuel G. Nuttle and Fred R. Owens dated December 17, 1912, and the other from Samuel J. Rochester and Maggie Rochester, his wife, dated December 7, 1918, and that these mortgages conveyed the same land, to wit: the land sold in this cause;

That the auditor has visited the Court House and ascertained that Samuel G. Nuttle and Fred R. Owens, mortgagors executing the first mortgage mentioned above, conveyed the land subject to said first mortgage to Samuel J. Rochester and Maggie Rochester, his wife, and under the agreement that the latter were to pay the first mortgage or a mortgage of eleven hundred dollars, the amount of the first mortgage.

That from an examination of the proceedings of the cause, the statements of the mortgage indebtedness filed and the vouchers of Oscar Clark, the party making the mortgage sale, that the proceeds of the sale are sufficient to pay the costs of the sale and the amount due under the first mortgage in full but are not sufficient to pay the second mortgage in full.

That there is nothing in the proceedings of the cause to show that these mortgages stand or stood pari passu nor does this appear from the second mortgage and therefore the auditor has treated the first mortgage in the within account as being entitled to receive priority of payment over the mortgage of later date.

That in the within account Oscar Clark, the party making the sale, 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 called number one, the costs of advertising the sale and the several orders nisi of the cause, the fee of the auctioneer, taxes on the mortgaged property in arrear at time of sale, the fee of the auditor and the amount due by the first mortgage according to the mortgage statement filed and is then allowed the amount of the sale then remaining on account of the second mortgage. A statement of the debt showing this credit on the second mortgage is appended.

Respectfully submitted,

Madison Brown, auditor.

Samuel J. Rochester and Maggie Rochester, his wife, to Oscar Clark, assignee,	Dr.
1928, March 21: To amount of debt due under mortgage from them to Samuel G. Nuttle, et al., dated December 7, 1918, on this date, to wit: the day of mortgage sale, per statement filed, to wit:	\$661.26
Cr: By amount applied thereto by within account:	149.93
Dr: To balance with interest thereon from March 21-1928-	<u>\$511.33</u>

June 26, 1928.

Madison Brown,
Auditor.

The proceeds of the sale of the mortgaged real estate of Samuel J. Rochester and Maggie Rochester, his wife, mortgagors, in account with Oscar Clark, assignee of two mortgages made by mortgagors, party making the sale under said mortgages.

1928.	Cr.	
March		
21,	By amount of the gross sale, made, per report of sale filed, to wit: the sum of	\$1500.00
	Dr.	
" "	To Oscar Clark, party making sale, for his com- pensation, per terms of mortgage:	\$97.50
	To do., for the amount of state and county taxes for year 1927, paid by him, per receipted statement of treasurer of Queen Anne's County exhibited, to wit: the sum of	32.59
	To do., for the costs of advertising notice of sale and the two orders nisi of the cause in Centreville Record, per statement exhibited, to wit: the sum of	53.00
	To do., for the court costs of this cause per statement of clerk exhibited, to wit:	
	costs of B.H. Turner, clerk. \$20.75	
	Appear. fee of Oscar Clark: <u>10.00</u>	30.75
	To do., for amount paid J. E. Anthony for auctioneering sale, per his receipt exhibited, to wit: the sum of	10.00
	To Madison Brown, auditor, for stating this account, the sum of	9.00
	To Oscar Clark, assignee, in full of the mortgage debt due under the mortgage from Samuel Nuttle and others on the day of the mortgage sale, per statement of the mortgage debt filed, to wit: the sum of	<u>\$1117.23</u>
		<u>\$1350.07</u>

To Oscar Clark, assignee in part of the mortgage due under the mortgage from the mortgagors, Samuel J. Rochester and Maggie J. Rochester, his wife, this balance, which is not sufficient to pay said mortgage debt in full, to wit: the sum of

149.93

\$1500.00 \$1500.00

June 26, 1928.

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

Oscar Clark, Assignee,	(	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY,
Samuel G. Nuttle, et al.	(	IN EQUITY.
	)	CASE NO. 2737.

ORDERED, this 29th. day of June, 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 28th. day of July, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 20th. day of July, 1928, in some newspaper printed and published in Queen Anne's County.

Filed June 29th. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT NISI RATIFICATION
OF AUDIT.
Filed July 19th. 1928.

NISI RATIFICATION OF AUDIT.

Oscar Clark, Assignee,
vs.
Samuel G. Nuttle, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2737.

Ordered, This 29th. day of June, 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 28th day of July, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 20th day of July, 1928, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
Filed June 29th. 1928.
True Copy,
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., July 19th. 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Oscar Clark, Assignee, vs. Samuel G. Nuttle, et al., Chy. 2737, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of two successive weeks before the 20th. day of July, in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fifth day of August, in the year nineteen hundred and twenty seven, the following Order to Docket Suit was filed for record, to wit:-

Clarence B.Dille, Assignee of Mortgage	(	In the Circuit Court
	)	for Queen Anne's County,
Vs.	(	in Equity.
Edgar L. Housh and Leona L. Housh, his wife, Mortgagors.	)	Cause No.
	(

To the Clerk of said Court:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from Edgar L.Housh and Leona L.Housh, his wife, to Albert J.Wood and Mary E.Wood, as tenants by the entireties, bearing date the first day of November, nineteen hundred and twenty two, and of the assignment thereof by the said Mary E.Wood, (the said Albert J.Wood having departed this life sometime in the year nineteen hundred and twenty seven) to Clarence B.Dille, bearing date the third day of August, nineteen hundred and twenty seven, said mortgage and assignment being recorded in Liber J.F.R. No.9, folios 569, etc. a land record book for Queen Anne's County, Maryland.

This suit, to be docketed as aforesaid, is 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 the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof, and the failure to keep insured the improvements on the mortgaged property, which the said Edgar L.Housh covenanted to insure, and pending the existence of said mortgage, to keep insured to the amount of at least the full insurable value thereof.

And as in duty bound etc.,

Harper & Horney.
Solicitors for Assignee.

Certified Copy of Mortgage
and Assignment filed Aug. 5th. 1927.

#9659. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twentieth day of November, in the year nineteen hundred and twenty two, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this first day of November, in the year nineteen hundred and twenty two, by Edgar L.Housh and Leona L.Housh, his wife, of Queen Anne's County, in the State of Maryland,

WHEREAS, the said Edgar L.Housh is indebted unto Albert J.Wood and Mary E. Wood, as tenants by the entireties, in the full and just sum of fourteen thousand dollars (\$14,000), and for which said principal sum he has passed unto them his thirteen promissory notes each of which are dated November 1st. in the year nineteen hundred and twenty two, and each payable at the Centreville National Bank of Maryland, for the following amounts and on the following dates, to wit:- Two thousand dollars payable Apr. 1st. 1923, One thousand dollars payable Nov. 1st. 1923, one thousand dollars payable Nov. 1st. 1924; one thousand dollars payable Nov. 1st. 1925, one thousand dollars payable Nov. 1st. 1926, one thousand dollars payable Nov. 1st. 1927; one thousand dollars payable Nov. 1st. 1928, one thousand dollars payable Nov. 1st. 1929, one thousand dollars payable Nov. 1st. 1930; one thousand dollars payable Nov. 1st. 1931, one thousand dollars payable Nov. 1st. 1932, one thousand dollars payable Nov. 1st. 1933, and one thousand dollars payable Nov. 1st. 1934, and for the interest to accrue on the aforesaid principal sum and those portions due and unpaid, at the rate of 5% per annum, he has passed unto them his thirteen promissory notes each dated Nov. 1st. 1922, and payable in the sums hereinafter set forth and in the amounts hereinafter designated, as follows: to wit: one due Apr. 1st. 1923 for \$291.67; 1 due Nov. 1st. 1923 for \$350.00; one due Nov. 1st. 1924 for \$550; 1 due Nov. 1st. 1925, for \$500; one due Nov. 1st. 1926 for \$450.00; 1 due Nov. 1st. 1927 for \$400.00; one due Nov. 1st. 1928 for \$350; 1 due Nov. 1st. 1929 for \$300.00; one due Nov. 1st. 1930 for \$250; 1 due Nov. 1st. 1931 for \$200.00; one due Nov. 1st. 1932 for \$150.00; one due Nov. 1st. 1933 for \$100.00; one due Nov. 1st. 1934 for \$50.00; the aforesaid notes given for the principal as aforesaid are each endorsed across the face in red ink "For principal and secured by mortgage" and the aforesaid notes given for the interest are each endorsed across the face in red ink "For interest and secured by a mortgage" and it was a condition precedent to said loan that the prompt payment of the aforesaid principal and interest notes should be secured and assured by the execution of these presents.

Now, therefore, this mortgage witnesseth that on consideration of the premises and the sum of one dollar the said Edgar L.Housh and Leona L.Housh, his wife, do hereby grant and convey unto Albert J.Wood and Mary E.Wood, as tenants by the entirety, in fee simple, all those tracts, parts of tracts and parcels of land situate in the fifth election district of Queen Anne's County aforesaid, and consisting of three parcels of land more particularly described as follows, to wit:-

Parcel No.1, All that piece or parcel of land situate, lying and being in the fifth election district of Queen Anne's County beginning for the same at a stone in the southeast corner of said land and running thence south seventy eight degrees west, thirty two and one third perches, thence north forty five and one-half degrees west, fifty two perches to a locust tree, thence north forty three degrees west, seventy and one-half perches to a creek, thence with the shore of the creek north forty three degrees east, thirty perches, and north sixty four degrees east, eight and one half perches to mouth of Ravine, thence up said ravine south seventy five degrees east, fourteen perches, thence south twenty three degrees east, sixteen perches, thence south forty five and three quarter degrees east, fourteen and one third perches, thence south forty seven degrees east nine perches, thence south twenty three degrees east, fifteen perches, thence south forty nine degrees east, twenty four perches to the place of beginning, containing sixteen acres, three roods and nine perches of land, more or less; together with rights of way as layed down in contract signed Apr. 2nd. 1905, to Sarah A. Eaton, et al., said contract being in Liber J.E.G.No.7, folio 466 etc. a land record book for Queen Anne's County.

Parcel No.2 All that lot or tract of land situate in the fifth election district of Queen Anne's County aforesaid, and beginning for the same at a stone which is also the boundry for the corner of George A.Holland land, bordering on the land hereby intended to be conveyed and running south eighty two and one half degrees west eight and twenty hundredths chains to a stone, which is on the boundry line between the land of Elijah Prouse, John H. Russell and the land intended to be conveyed on the other, reserving however two rights of way to the said John H. Russell in consideration of the establishment of the above lines which separates the land hereby intended to be conveyed from the land of the said John H.Russell, thence south 45 deg. east, 9 and 70/100 chains to a stone, thence north 17 $\frac{1}{2}$ deg. east 8 and 70/100 chains, thence $\frac{1}{2}$ degrees east, 87/100 chains till it intersects the boundry line between George A.Holland land, the land of Louis Hergenrather and the land hereby conveyed; thence south 79 degrees west 1 and 27/100 chains to the beginning, containing 3 acres, 2 roods and 30 perches, of land, more or less;

Parcel No.3. All that farm or parcel of land known as the Blunt Farm, or by whatsoever name or names the same may be called or known, situate in the 5th. election district of Queen Anne's County aforesaid on Chester River and on the Winchester Creek, adjoining the Walsey or Davidson Farm, now owned by Elizabeth Carter, the land of William J.Pinder, formerly the G.C.Strong lands, and the lands of others, containing sixty four acres, 2 roods and 5 perches of land, more or less;

The aforesaid three parcels of land being the same three parcels of land which were conveyed by the said Albert J.Wood and Mary E.Wood, his wife, to the said Edgar L. Housh by deed bearing even date herewith and recorded or intended to be recorded immediately preceding these presents among the land record books for Queen Anne's County, 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.

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 Edgar L. Housh, his heirs, executors, administrators or assigns, shall well and truly pay to the said Albert J.Wood and Mary E.Wood, or the survivor of them, and their successors, executors, administrators or assigns, the aforesaid principal notes and interest notes as above set forth according to the purport and tenor thereof, 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 Edgar L.Housh, his heirs and assigns shall possess said property.

And the said Edgar L.Housh, 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 insurable value thereof, in some Company or Companies approved by the said Mortgagees, 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 Albert J.Wood and Mary E. Wood, or the survivor of them, their executors, administrators or assigns, or Edwin H.Brown, Jr. her 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 Edgar L.Housh 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 Albert J.Wood and Mary E.Wood, or the survivor of them, their executors, administrators, successors or assigns, or Edwin H.Brown, Jr. his, her 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 Edgar L.Housh, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness their hands and seals.

Test: Chas. O.Coursey.

Edgar L.Housh.
Leona L.Housh.

(SEAL)
(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 twenty two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared the said Edgar L.Housh and Leona L.Housh and did each acknowledge the foregoing mortgage to be their respective act.

Chas. O.Coursey, J.P.
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 twenty two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Albert J.Wood, and Mary E.Wood, his wife, and did each make oath in due form of law that the consideration as stated in the foregoing mortgage is true and just as therein set forth.

Chas. O.Coursey, J.P.
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the fifth day of August, in the year nineteen hundred and twenty seven, the following Assignment and Certificate of death were filed for record, to wit:-

The unpaid principal and interest notes mentioned in the foregoing mortgage having been transferred and assigned to Clarence B.Dille, for value received, I, Mary E. Wood, do hereby transfer and assign the within and foregoing mortgage unto the said Clarence B.Dille for the purpose of collection by foreclosure or otherwise, Albert J. Wood having departed this life sometime in the year nineteen hundred and twenty seven as will appear by reference to a certified copy of his death certificate attached hereto.

Witness my hand and seal this third day of August, in the year nineteen hundred and twenty seven.

Test: Joseph H.Courtney.

Mary E.Wood.

(SEAL)

CERTIFICATE OF DEATH.

State of West Virginia, S.S.

In the office of the Clerk of the County Court of Monongalia County:

I, John M.Gregg, Clerk of the County Court of the County and State aforesaid, it being an office of record, and having a seal, do hereby certify that the records of my said office show that the death of Albert Jordan Wood occurred on the 15 day of January, 1927, as shown by the certificate of death returned by S.S.Wade, Physician of said County. Given under my hand and the seal of the said County Court this 3 day of August, 1927.

Seal's
Place.

John M.Gregg,
Clerk of the County Court.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R.#9, folio 569 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 August, in the year

(Seal's)
(Place.) nineteen hundred and twenty seven.

B.Hackett Turner, Clerk.

Certified Copy of Bond filed Aug. 23rd. 1927.

Queen Anne's County, to wit: Be it remembered that on the twenty third day of August, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, Clarence B.Dille, of Monongalia County, State of West Virginia, 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 eleven thousand dollars (\$11,000.00) 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, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, and dated this 22nd. day of August, in the year nineteen hundred and twenty seven.

WHEREAS, a certain mortgage from Edgar L.Housh and Leona L.Housh, his wife, to Albert J.Wood and Mary E.Wood, as tenants by the entireties, bearing date the first day of November, nineteen hundred and twenty two, and recorded in Liber J.F.R.No.9, folios 569, etc. a land record book for Queen Anne's County aforesaid, has been by the said Mary E.Wood (the said Albert J.Wood having departed this life sometime in the month of January, nineteen hundred and twenty seven,) duly assigned to the said Clarence B.Dille, by Assignment bearing date the third day of August, nineteen hundred and twenty seven, and recorded at the foot of said mortgage.

And Whereas, the above bounden Clarence B.Dille, the Assignee of said mortgage as aforesaid, is about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage;

Now the condition of the above obligation is such, that if the above bounden Clarence B.Dille 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.

Clarence B.Dille (SEAL)

Signed, sealed and delivered
in the presence of:
Thomas Ray Dille

Seal's
Place.

United States Fidelity and
Guaranty Company.
By William R.Horney.
Its Attorney in fact.

Attest: Georgia S.Dudley.

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed August 23rd. 1927.
B.Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R.No.1, folio 325 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 August, in the year 1927.

(Seal's)
(Place.)

B.Hackett Turner, Clerk.

REPORT OF SALE filed Sept. 8th. 1927.

Clarence B.Dille
Assignee of Mortgage

Vs.

Edgar L.Housh and
Leona L.Housh, his wife,
Mortgagors.

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

Cause No. 2715.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Clarence B.Dille, Assignee of the mortgage hereinafter described, unto 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 covenanted to be paid by the terms of the mortgage mentioned in these proceedings, at the times therein provided for the payment thereof, and the failure to keep insured the improvements on the mortgaged property to the amount of at least the insurable value thereof, the said mortgage being as follows, to wit: the mortgage from Edgar L.Housh and Leona L.Housh, his wife, to Albert J.Wood

and Mary E. Wood, as tenants by the entireties, bearing date the first day of November, nineteen hundred and twenty two, and recorded in Liber J.F.R.No.9, folios 569 etc. a land record book for Queen Anne's County, Maryland, which said mortgage was assigned by the said Mary E. Wood, (the said Albert J. Wood her husband, having departed this life some time in the month of January, nineteen hundred and twenty seven) to the said Clarence B. Dille, by assignment bearing date the third day of August, nineteen hundred and twenty seven, and recorded among said land records at the foot of said mortgage. A copy of said mortgage and of the assignment thereof, duly certified, is filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said Clarence B. Dille, 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 and The Centreville Record, two newspapers printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said Clarence B. Dille, 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 thirtieth day of August, nineteen hundred and twenty seven, at the hour of one o'clock P.M., and then and there, by virtue and in execution of the power of sale contained in said mortgage 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, to wit: All those tracts, parts of tracts and parcels of land situate in the Fifth Election District of Queen Anne's County aforesaid, and comprised of three parcels of land (now reduced into one tract), described as follows: Parcel Number One. All that piece or parcel of land situate, lying and being in the fifth election district of Queen Anne's County aforesaid, beginning for the same at a stone in the southeast corner of the said land and running thence south seventy eight degrees west, thirty two and one-third perches; thence north forty five and one-half degrees west fifty two perches to a locust tree; thence north forty three degrees west, seventy and one half perches to the creek; thence with the shore of the creek north forty three degrees east, thirty perches and north sixty four degrees east, eight and one-half perches to mouth of ravine; thence up said ravine south seventy five degrees east, fourteen perches; thence south twenty three degrees east, sixteen perches; thence south forty five and three-fourths degrees east, fourteen and one-third perches; thence south forty seven degrees east, nine perches; thence south twenty three degrees east, fifteen perches; thence south forty nine degrees east, twenty four perches to the place of beginning, containing sixteen (16) acres, three (3) roods and nine (9) perches of land more or less; together with rights of way as laid down in contract signed April second, nineteen hundred and five, to Sarah A. Eaton et al. said contract being recorded in Liber J.E.G.No.7, folios 466 etc. a land record book for Queen Anne's County aforesaid; PARCEL NUMBER TWO: All that lot or tract of land situate in the Fifth election District of Queen Anne's County aforesaid, and beginning for the same at a stone which is also the boundary for the corner of George A. Holland land, bordering on the land hereby intended to be conveyed, and running south eighty two and one-half degrees West, eight and twenty hundredths chains to a stone, which is on the boundary line between the land of Elijah Prouse, John H. Russell and the land intended to be conveyed on the other, reserving however two rights of way to the said John H. Russell in consideration of the establishment of the above lines which separates the land hereby intended to be conveyed from the land of the said John H. Russell; thence south forty five degrees east, nine and seventy hundredths chains to a stone; thence north seventeen and one-half degrees east, eight and seventy hundredths chains; thence one-half degree East, eighty seven hundredths chains till it intersects the boundary line between the George A. Holland land, the land of Louis Hergenrath and the land hereby conveyed; thence south seventy nine degrees west one and twenty seven hundredths chains to the beginning, containing three (3) acres, two (2) roods and thirty (30) perches of land, more or less; PARCEL NUMBER THREE. All that farm or parcel of land known as the "Blunt Farm" or by whatsoever name or names the same may be called or known, situate in the Fifth Election District of Queen Anne's County aforesaid, on Chester River and on Winchester Creek, adjoining the "Walsey" or "Davidson Farm", now owned by Elizabeth Carter, the lands of William J. Pinder, formerly the C.C. Strong lands, and the lands of others, containing sixty four (64) acres, two (2) roods and five (5) perches of land, more or less; being the same real estate described in and granted by said mortgage, and sold the said three parcels of land as one tract of land to Mary E. Wood, of Monongalia County, State of West Virginia, at and for the sum of Seventy six Hundred dollars (\$7,600.00) she being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Centreville Observer, a newspaper printed and published as aforesaid in Queen Anne's County, Maryland, is filed herewith as a part of this Report and is marked "Exhibit A".

4. That prior to offering said property for sale, announcement was made that three dwelling houses were located on the mortgaged property instead of two, as advertised, and that all three of the said dwellings would pass to the purchaser of said property; that all fixtures located on the said property which have become a part of the realty would pass to the purchaser; that possession of said property would be given upon the ratification of the sale by this Court in these proceedings; that the Assignee of said mortgage would pay two-thirds of the State and County taxes for the current year nineteen hundred and twenty seven, and that the purchaser would be required to pay the other one-third of said taxes, and that the Assignee of said mortgage would pay all taxes now due and in arrears which constitute a lien on said property; and that the insurance on the improvements on said property would be adjusted as of the day of sale.

Respectfully submitted,

Clarence B. Dille.
Assignee of Mortgage.

Harper & Horney
Solicitors for Assignee.

STATE OF WEST VIRGINIA, MONONGALIA COUNTY, TO WIT:-

I hereby certify that on this the third day of September, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of West Virginia in and for Monongalia County aforesaid, duly commissioned and qualified according to law, personally appeared Clarence B. Dille, Assignee of the mortgage mentioned and described in the foregoing Report, 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.

In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written.

Jas. R. Moreland.
Notary Public.

Notary
Public
Seal.

My commission expires Dec. 17th 1929.

\$7,600.00

Filed Sept. 8th. 1927.

Certificate of Publication of Advertisement of Sale
filed Sept. 8th. 1927.

Assignee's Sale of a valuable Poultry Farm near Grasonville.

Default having occurred in the terms of the mortgage from Edgar L. Housh and Leona L. Housh, his wife, to Albert J. Wood and Mary E. Wood, as tenants by the entireties, dated November 1st. 1927, and recorded in Liber J.F.R.No. 9, folios 569 etc. a land record book for Queen Anne's County, Maryland, the undersigned, assignee, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, Aug. 30, '27 beginning at the hour of 1 o'clock p.m., the property conveyed by said mortgage, consisting of:

All those tracts, parts of tracts and parcels of land situate in the Fifth Election District of Queen Anne's County aforesaid, and comprised of three parcels of land (now reduced into one tract) described in said mortgage, as follows: to wit:

Parcel No. 1: All that piece or parcel of land situate, lying and being in the Fifth Election district of Queen Anne's County aforesaid, beginning for the same at a stone in the southeast corner of the said land and running thence south 78 degrees west, 32 1-3 perches; thence north 45 1-2 degrees west, 52 perches to a locust tree; thence north 43 degrees west, 70 1-2 perches to the creek, thence with the shore of the creek north 43 degrees east, 30 perches and north 64 degrees east 8 1-2 perches to mouth of ravine; thence up said ravine south 75 degrees east 14 perches; thence south 23 degrees east, 16 perches, thence south 45 3-4 degrees east, 14 1-3 perches, thence south 47 degrees east, 9 perches, thence south 23 degrees east 15 perches, thence south 49 degrees east 24 perches to the place of beginning, containing 16 acres, 3 roods and 9 perches of land, more or less, together with rights of way as laid down in contract signed April 2nd. 1905, to Sarah A. Eaton et al, said contract being recorded in Liber J.E.G.No. 7, folio 466 etc. a land record book for Queen Anne's County.

Parcel No. 2. All that lot, or tract of land situate in the Fifth election district of Queen Anne's County aforesaid, and beginning for the same at a stone which is also the boundary for the corner of George A. Holland land, bordering on the land hereby intended to be conveyed, and running south 82 1-2 degrees west, 8.20 chains to a stone, which is on the boundary line between the land of Elijah Prouse, John H. Russell and the land intended to be conveyed on the other, reserving however two rights of way to the said John H. Russell in consideration of the establishment of the above lines which separates the land hereby intended to be conveyed from the land of the said John H. Russell; thence south 45 degrees east 9.70 chains to a stone; thence north 17 1-2 degrees east 8.70 chains, thence 1-2 degrees east, .87 chains till it intersects the boundary line between the George A. Holland and the land of Louis Hergenrather and the land hereby conveyed; thence south 79 degrees west 1.27 chains to the beginning, containing 3 acres, 2 roods and 30 perches of land, more or less;

Parcel No. 3. All that farm or parcel of land known as the "Blunt Farm" or by whatsoever name or names the same may be called or known, situate in the fifth Election District of Queen Anne's County aforesaid on Chester River and on Winchester Creek, adjoining the "Walsey" or "Davidson Farm" now owned by Elizabeth Carter, the lands of William H. Pinder formerly the C.C. Strong lands, and the lands of others, containing 64 acres, 2 roods and 5 perches of land, more or less.

The improvements consist of a fine 2 1-2 story dwelling house, tenant house, and numerous poultry houses. The three above described parcels of land are ideally located and being fully equipped therefor should make an excellent poultry farm. This property is a part of the land until recently used by The Wadewood Farms, Inc. in the raising of poultry etc..

Terms of Sale- One-third of the purchase price will be required on the day of sale, and the balance in two equal installments, payable respectively, in one and two years from the day of sale, or all cash, at the option of the purchaser or purchasers, the credit payments, if any, to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the undersigned. Further particulars will be made known on day of sale.

Clarence B. Dille.
Assignee of Mortgage.

Harper & Horney, Attorneys;
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md. August 31st. 1927.

The Centreville Observer Publishing Co. hereby certifies that the advertisement of sale in the case of "Clarence B.Dille, Assignee of Mortgage, Vs. Edgar L.Housh and Leona L.Housh, his 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, the first publication thereof having been made on August 6th. 1927, more than twenty days before the 30th. day of August, in the year 1927

The Centreville Observer Publishing Co.
By Margaret E.Durney

Filed Sept. 8th. 1927.

Order Nisi filed Sept. 8th. 1927.

NISI.

Clarence B.Dille, Assignee of Mortgage	(	In the Circuit Court
	)	for Queen Anne's County,
Vs.	(	in Equity.
Edgar L.Housh and Leona L.Housh, his wife, Mortgagors.	)	Chancery No. 2715.
	(

ORDERED, this 8th. day of September, A.D. 1927, that the sale of the real estate made and reported in this cause by Clarence B.Dille, Assignee of Mortgage, 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 \$7,600.00

Filed Sept. 8th. 1927.

B.Hackett Turner, Clerk.

Certificate of publication of Order Nisi filed November 17th. 1927.

NISI

Clarence B.Dille Assignee of Mortgage	(	In the Circuit Court
	)	for Queen Anne's County.
Vs.	(	in Equity.
Edgar L.Housh and Leona A. Housh, his wife. Mortgagors.	)	Chancery No. 2715.
	(

Ordered, this 8th. day of September, A.D. 1927, that the sale of the real estate made and reported in this cause by Clarence B.Dille, Assignee of Mortgage, 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 \$7,600.00

B.Hackett Turner, Clerk.
True Copy,
Test:

Filed Sept. 8th. 1927

B.Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md. November 16th. 1927.

The Centreville Observer Publishing Co. hereby certifies that the Order Nisi in the case of Clarence B.Dille, Assignee, Vs. Edgar L.Housh 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 four successive weeks, the first publication thereof having been on September 10th. 1927, more than sixty days before the 11th. day of November, in the year 1927.

The Centreville Observer Publishing Co..
By Bertha G.Durney.

Filed November 17th. 1927.

Final Order of Ratification filed Nov. 18th. 1927.

Clarence B.Dille, Assignee of Mortgage,	{	In the Circuit Court
	)	for Queen Anne's County,
Vs.	(	in Equity,
Edgar L. Housh and Leona L.Housh, his wife, Mortgagors.	)	Cause No. 2715.
	(

FINAL ORDER OF RATIFICATION.

ORDERED, this 17th. day of November, 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 Clarence B.Dille, Assignee of Mortgage, and reported by him in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the preceding Order Nisi passed in this cause on the eighth day of September, nineteen hundred and twenty seven; and the said Clarence B.Dille, 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 Nov. 18th. 1927.

Lewin W.Wickes.

Statement of Mortgage debt filed Nov. 17th. 1927.

Clarence B.Dille Assignee of Mortgage	{	In the Circuit Court
	)	for Queen Anne's
Vs.	)	County, in Equity.
Edgar L.Housh and Leona L.Housh, his wife, Mortgagors.	)	Cause No. 2715.
)	

STATEMENT OF MORTGAGE DEBT.

Statement of the principal mortgage debt, interest etc. owing as of the day of sale, under the mortgage from Edgar L.Housh and Leona L. Housh, his wife, to Albert J.Wood and Mary E.Wood, as tenants by the entireties, bearing date the first day of November, nineteen hundred and twenty two, and recorded in Liber J.F.R.No.9, folios 569 etc. a land record book for Queen Anne's County, Maryland, and duly assigned by the said Mary E.Wood (the said Albert J.Wood having departed this life sometime in the year nineteen hundred and twenty seven) to Clarence B.Dille, for the purpose of collection by foreclosure or otherwise:

Amount of the principal mortgage debt evidenced by the following promissory notes secured by said mortgage attached hereto, to wit:-

Note due November 1st. 1924;	-----	\$1,000.00	
Note due November 1st. 1925;	-----	1,000.00	
Note due November 1st. 1926;	-----	1,000.00	
Note due November 1st. 1927;	-----	1,000.00	
Note due November 1st. 1928;	-----	1,000.00	
Note due November 1st. 1929;	-----	1,000.00	
Note due November 1st. 1930;	-----	1,000.00	
Note due November 1st. 1931;	-----	1,000.00	
Note due November 1st. 1932;	-----	1,000.00	
Note due November 1st. 1933;	-----	1,000.00	
Note due November 1st. 1934;	-----	1,000.00	\$11,000.00

Amount of the interest on said principal mortgage debt evidenced by the following promissory notes secured by said mortgage attached hereto, to wit:

Note due November 1st. 1925	-----	\$500.00	
Less payment made May 13, 1926	-----	166.50	333.50
Note due November 1st. 1926	-----		450.00
Note due November 1st. 1927	-----	\$400.00	
Less rebate from the day of sale (August 30th. 1927)	-----	67.78	332.22
			1,115.72

Amount of the interest on said principal mortgage debt evidenced by the following past due principal mortgage debt notes, to wit:

On the note due November 1st. 1924 from that date to August 30th. 1927, (the day of sale)	-----	\$ 1411.533
On the note due November 1st. 1925,		

from that date to August 30th. 1927 -----	\$91.53	
On the note due November 1st. 1926		
from that date to August 30th. 1927 -----	<u>41.53</u>	\$274.59

Amount of the insurance premium on the policy of fire insurance for the sum of \$5,500.00 on the improvements on the mortgaged property, for the period of one year from July 28th. 1927 ----- 54.78

Less the amount of the proportionate part of the insurance premium on the policy mentioned above for the period from August 30th. 1927, (the day of Sale) to the date of expiration of said policy, to be paid by the purchaser of the real estate sold in these proceedings in the adjustment of said insurance as of the day of sale, ----- 50.22 4.56

Total amount of principal mortgage debt, interest, etc. owing as of August 30th. 1927 ----- \$12,394.87

STATE OF WEST VIRGINIA,
MONONGALIA COUNTY, TO WIT:-

I HEREBY CERTIFY that on this fourteenth day of November, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of West Virginia, in and for Monongalia County aforesaid, duly commissioned and qualified according to law, personally appeared Clarence B. Dille, Assignee of Mortgage, and made oath in due form of law that the foregoing Statement of Mortgage Debt is 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 last above written:

Thomas Ray Dille
Notary Public

My commission expires
December 2nd. 1929.

Notary
Public
Seal.

Report and Account of the Auditor
filed Feb. 13th. 1928.

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

Clarence B. Dille, Assignee
of mortgage

Vs.

Edgar L. Housh and
Leona L. Housh, his wife,
mortgagors.

Chancery Docket 2715.

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 herein that the proceeds of the sale of this cause are not sufficient to pay the mortgage debt in full.

That in the within account Clarence B. Dille, the person making the sale, is first charged with the gross amount of the sale he reports he made, and is then there out allowed as follows:

His commissions, per terms of the mortgage, for making the sale; the court costs of the cause, taxes for 1926 and 1927 on property sold; costs of advertising the sale and order nisi on sale; costs of his bond with corporate surety thereon and charges of the auctioneer for selling the real sold; in accordance with the vouchers for the same exhibited to the auditor:

That the balance is then distributed unto the said Clarence B. Dille, as assignee of the mortgage on account of his mortgage claim due on the day of sale.

That there is appended below the account a statement showing the amount due the said assignee on said debt after the application thereto of the net sale which is the balance mentioned.

Which is respectfully submitted:

Feb. 10, 1928.

Madison Brown.

Auditor.

Cause No. 2715.

The proceeds of the sale of the mortgaged real estate of Edgar L.Housh, mortgagor debtor, in account with Clarence B.Dille, assignee of mortgage, person making the sale of this cause.

1927	Cr.	
Aug.		
30	By amount of the gross sale, per report filed:	\$7,600.00

Dr.

" "	To Clarence B.Dill, person making the sale, for his commissions for so doing, per terms of the mortgage, the sum of	\$349.00	
" "	To do., for the court costs of this cause per bill of costs of the clerk, as follows: Costs of B.H.Turner, Clk. paid	\$20.50	
	Appear. fee, plaintiff's attorney, paid	10.00	30.50
" "	To do., for State and County taxes on mortgaged property for 1926 paid by him, per receipted tax account exhibited, the sum of		175.35
" "	To do. for two-thirds of state and county taxes on same property for 1927, paid by him per terms of sale, per tax account receipted, exhibited, to wit:		118.33
" "	To do. for the costs of advertising in Centreville Observer notice of sale made, per account receipted, exhibited, to wit:		76.50
" "	To do., for costs of advertising in Centreville Record notice of the sale, per account for same receipted, exhibited, to wit:-		65.62
" "	To do., for costs of adcertising in Centreville Observer order nisi as to sale, per receipted account for same exhibited, to wit:-		5.00
" "	To do, for amount paid fpr his bond to corporate surety thereon for one year, per receipt for same exhibited, to wit: the sumof		33.00
" "	To do. for the amount paid J.E.Anthony, auc-tioneer, for crying sale made, per his receipt for same exhibited, to wit: the sum of		25.00
" "	To do, for costs of advertising the order nisi to be passed as to this account, to wit:		3.00
" "	To Madison Brown, auditor, for stating this acct.		9.00
" "	To Clarence B.Dille, assignee of mortgage, this balance which is not sufficient to pay the mortgage claim in full, to wit: sum of	6,709.70	
		\$7,600.00	\$7,600.00

-666

Statement of Mortgage debt:

Edgar L.Housh to Clarence B.Dill, assignee of mortgage	Dr.	
To amount of the mortgage debt due on August 30, 1927		12,394.87
Cr- By amount applied thereto from the sale above		6,709.70
To balance due with interest from August 30, 1927		\$5,685.17

February 10, 1928.

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT
Filed Feby. 13th. 1928.

Nisi ratification of audit.

Clarence B.Dille,
Assignee of Mortgage

Vs.

Edgar L.Housh
Leona L.Housh.

In the Circuit Court
for Queen Anne's County,
in Equity.
Case No. 2715.

ORDERED, this 13th. day of February, 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 13th. day of March, 1928, provided a copy of this order be published once a week in each of two successive weeks before the 6th. day of March, 1928, in some newspaper printed and published in Queen Anne's County.

Filed February 13th. 1928.

B.Hackett Turner, Clerk.

Certification of Publication of
Nisi Ratification of Audit,
filed March 14th. 1928.

NISI RATIFICATION OF AUDIT.

Clarence B.Dille, Assignee of
mortgage

Vs.

Edgar L.Housh,
Leona L.Housh.

In the Circuit Court

for Queen Anne's

County, in Equity.

Case No. 2715.

Ordered, this 13th. day of February, 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 13th. day of March, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 6th. day of March, 1928, in some newspaper printed and published in Queen Anne's County.

B.Hackett Turner, Clerk.

True Copy,

Filed February 13th. 1928.

Test: B.Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md. March 14, 1928.

The Centreville Observer Publishing Co. hereby certifies that the Nisi Ratification of Audit in the case of Clarence B.Dille, assignee vs. Edgar L. Housh, Leona L.Housh, 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 6th. day of March, in the year 1928.

Filed March 14th. 1928.

The Centreville Observer Publishing Co.
By Margaret W. Durney.

Final Order Ratifying Audit
filed March 24th. 1928.

Clarence B.Dille,
Assignee of Mortgage.

Vs.

Edgar L. Housh and
Leona L.Housh, his wife,
Mortgagors.

In the Circuit Court

for Queen Anne's County,

in Equity.

Cause No. 2715.

ORDERED, this 24th. day of March, 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 foregoing 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 passed thereon in this cause, and the Assignee of Mortgage, Clarence B.Dille, 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 of Mortgage.

Filed March 24th. 1928.

Thomas J.Keating.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixteenth day of September, in the year nineteen hundred and twenty six, the following BILL OF COMPLAINT was filed for record, to wit:-

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

Laura Annetta Seibel and	(
William Seibel, her husband,)	
George Edward Godwin	(	Chancery
Mary Susan Roe and J.Wesley)	
Roe, her husband,	)	Docket,
Emma M. Graves and Leonard W.	(
Graves, her husband,	)	Cause No.
Annie Ruby Whilden and Charles	(
Whilden, her husband,	)	2664.
Gurney L.Godwin and Marguerite	(
Godwin, his wife,)	
Goldie M. Gephart and John E.	(
Gephart, her husband, and)	
James E.Godwin,)	

Plaintiffs.

Versus

Emma Wilhelmina Stafford and	(
William B.Stafford,)
her husband,)

Defendants.

To the Honorable, the Judges of said Courts:-

Your orators, complaining, say:-

1. That James Edward Godwin, late of Baltimore City, departed this life on or about the twenty first day of October, nineteen hundred and twenty one, without leaving a last will and testament.
2. That at the time of his death the said James Edward Godwin was seized and possessed of two several lots or parcels of land, one of which is hereinafter called "Lot No.1" and the other of which is hereinafter called "Lot No.2" situate, lying and being in Queen Anne's County, State of Maryland on the left side of the public road leading from Wye Mills to Queen Anne Station, the description of the said lots being as follows:

 Lot No.1. This lot has a frontage on said road of one hundred feet and a depth with a width of one hundred feet of two hundred ninety three feet, is bounded on one side by Lot No.2, and on the other side by the property of John MacFarland; is improved by a two story frame dwelling, blacksmith shop and stable, and is the same land conveyed to the said James Edward Godwin by Robert B.Dixon by deed dated January 11, 1897, and recorded in Liber W.H.C. No.5, fol. 490, land record book of said county.

 Lot No.2. This lot is bounded on one side by Lot No.1, on another side by the Methodist Church Lot and on the remaining side by the Wye Mills Mill Pond, has a frontage on said road of one hundred and eighty feet with a diminishing width of one hundred and twenty feet along the mill pond; is without improvements and is the same land conveyed to the said James Edward Godwin by William Mason Shehan by deed dated June 16, 1916, and recorded in Liber W.F.W. No.9, fol. 257, a land record book of said county.
3. That the said Edward Godwin left surviving him as his only heirs at law Emma Wilhelmina Godwin, his widow, who has since married the said William B.Stafford, and who is now known as Emma Wilhelmina Stafford, both of whom are defendants to this bill and both of whom reside in Kent County.

Mabel Godwin, his child, who died on the fourth day of August, 1922, intestate, unmarried and without leaving issue and who left surviving her as her only heir at law her mother, the said Emma Wilhelmina Stafford.

Eight other children, all of whom are now living and who are among the plaintiffs to this bill and whose names are as follows , to wit: Laura Annetta Seibel, whose husband is William Seibel; George Edward Godwin, who is unmarried; Mary Susan Roe whose husband is the said J.Wesley Roe; Emma M.Graves who husband is the said Leonard W.Graves; Gurney L.Godwin, who wife is said Marguerite Godwin; Annie Ruby Whilden whose husband is said Charles Whilden; Goldie M.Gephart whose husband is said John E.Gephart; James E.Godwin who is unmarried.

4. That the said Emma Wilhelmina Stafford is now seized and possessed of four undivided ninth parts in, to and of said lots of land, that is to say: she is seized and possessed of that one third part in said lots which descended unto her from her said deceased husband and of that one ninth part in said lots which descended unto her from her said daughter Mabel Godwin who inherited the same from her said father.

5. That the said Laura Annetta Seibel, George Edward Godwin, Mary Susan Roe, Emma M. Graves, Gurney L. Godwin, Annie Ruby Whilden, Goldie M. Gephart and James E. Godwin are each seized and possessed at this time of five undivided seventy second parts in, to and of said lots of land by inheritance from their said father,

6. That the said lots or parcels of land above mentioned and described cannot be divided among the said parties interested therein and owning the same as set forth in paragraphs four and five of this bill, according to their respective interests thereon without loss or injury to said parties so entitled thereto or owning the same as above set forth.

7. That your orators are entitled to have the real estate above mentioned and described sold under a decree of this Court and a division had of the money arising from said sales among the parties entitled thereto according to their respective rights and interests therein.

To the end therefore:

That the said Emma Wilhelmina Stafford and William B. Stafford, her husband, may answer the premises, and that a decree may be passed for the sale of the real estate hereinbefore mentioned and described for the purpose of partition among the said parties entitled thereto, and the proceeds of such sale or sales distributed among the said parties in proportion to their respective interests and rights, and 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 against the said Emma Wilhelmina Stafford and William B. Stafford, her husband, residing in Kent County aforesaid, commanding 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 for plaintiffs.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
"TO LIE IN OFFICE".

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND.

TO

Emma Wilhelmina Stafford,
and William B. Stafford.

OF KENT 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 Laura Annetta Seibel et al., against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the 1st. Monday of September, 1926.
Issued the 16th. day of September, in the year 1926.

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 October next, being the Return Day.

B. Hackett Turner, Clerk.

ANSWER OF EMMA WILHELMINA
STAFFORD AND WILLIAM B. STAFFORD.
Filed July 19th. 1927.

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

Laura Annetta Seibel and others,

against

Chancery Docket

Emma Wilhelmina Stafford and
William B. Staffors, her husband.

No. 2664.

To the Honorable, the Judges of said Court;

The Joint and several answer of Emma Wilhelmina Stafford and William B. Stafford, her husband, to the bill of complaint of Laura Annetta Seibel and others against them in the above cause exhibited.

These defendants admit the matters and things set forth in the bill of complaint so filed against them and consent to the passage of the decree prayed for and to such decree as might be right and proper.

Emma Wilhelmina Stafford

William B. Stafford.

DECREE OF COURT.
Filed July 20th. 1927.

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

Laura Annetta Seibel and others,

vs.

Cause 2664.

Emma Wilhelmina Stafford and another.

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 19th. day of July, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity,

ADJUDGED, ORDERED AND DECREED that the real estate in the proceedings mentioned be sold for the purpose of partition between the parties;

that Madison Brown, of said county, be and he is hereby appointed trustee to make said sale, and the manner and course 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 given to the State of Maryland to be executed by himself and with a surety or with sureties to be approved by this Court or by the said clerk, in the penalty of Fifteen hundred dollars, if the surety or sureties be persons, and in the penalty of Fifteen hundred dollars if the surety be a corporation authorized by law to become sole sureties on the 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; he shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement inserted in one newspaper published in Queen Anne's County aforesaid, and such other notice as he shall think proper, of the time, place, manner and terms of the sale, which terms shall be as follows:

One third of the purchase money in cash on the day of the sale, and the residue thereof to be paid in two instalments payable six and twelve months from the day of sale with interest from the day of sale, the deferred payments to be secured by the notes of the purchaser with a surety or sureties thereon to meet the approval of the trustee; with the option to the purchaser to pay the entire purchase money in cash on the day of the sale; the trustee to require a cash deposit of the purchaser at the time of sale of hundred dollars.

And as soon as it may be convenient after any such sale or sales the 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 thereof annexed; and on the ratification of such sale or sales by this court and on the payment of the whole purchase money and not before the said trustee, by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said trustee shall bring unto this court, the money arising from said sale or sales, and the notes which may be taken for the same, to be disposed of under the direction of this court after deducting

therefrom the costs of this suit and such commissions to the said trustee as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust.

Thomas J. Keating.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the thirteenth day of August, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, in the State of Maryland, and the American Surety Company of New York, a corporation created by and existing under the laws of the State of New York, duly authorized to become the sole surety on the bonds of trustees, are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen hundred dollars (\$1500.00) lawful money of the United States of America, to be paid to the said State of Maryland or to 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 thirteenth day of August, in the year nineteen hundred and twenty seven.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, sitting as a court of equity, bearing date on the nineteenth day of July, in the year nineteen hundred and twenty seven, and passed in a cause in said court wherein Laura Annetta Seibel and others are complainants, and Emma Wilhelma Stafford and another are defendants, the above bound, Madison Brown, has been appointed trustee to make sale of certain real estate in the proceedings in the 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 which may be reposed in him by any future decree or order 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:
Wm. R. Horney.

Seal's
Place.

Madison Brown (SEAL)
American Surety Company
of New York.
by
Madison Brown,
its attorney in fact.

Countersigned by J. Lemuel Roberts.

And on the back of the foregoing Bond was thus endorsed, to wit:- Security approved and Bond filed August 13th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 319 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 August, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE
Filed Aug. 24th. 1927.

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

Laura Annetta Seibel et al.,
versus
Emma Wilhelma Stafford et al. | Cause No. 2664.

To the Honorable, the Judges of said Court:

The report of Madison Brown, trustee appointed by the decree in this cause to make sale of certain real estate therein mentioned, shows:

That after giving bond with security for the faithful discharge of his trust as required by said decree and after giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Record, a weekly newspaper published in said county for more than three successive weeks before the day of sale, he did pursuant to said notice attend in front of the post office at Wye Mills, in Talbot County, a few feet distant from the border line of Queen

Anne's County, on Saturday, August 13, 1927, at three o'clock P.M., and then and there proceeded to sell said real in the following manner, that is to say:

Your trustee offered at public sale to the highest bidder all that property called "The James Edward Godwin Property" situated at or near Wye Mills in Queen Anne's County, State of Maryland, on the left of the road from Wye Mills to Hillsboro, now in the tenancy of Samuel Sewell, and more particularly described hereinafter, and sold the same to John S. Sewell, of Wye Mills, he being then and there the highest bidder therefor, at and for the sum of seven hundred dollars.

The said John S. Sewell gave unto your trustee his check for said purchase money drawn on the Talbot Bank of Easton.

The property sold consists of the two lots of land described in the bill of complaint, the two lots being sold as one property. Prior to the sale your trustee agreed with one Mary Ahern, who is entitled to a dower interest in Lot No. 2 of the bill, that said lot should be sold clear and free of her dower in consideration of the sum of ten dollars to be paid to her out of the proceeds of the sale. Your trustee considered this arrangement one of interest and advantage to the parties to the suit. A release of the said dower is to be given when the said sum is paid and payment is contingent on ratification of the sale herein reported.

The property was sold with the understanding that the purchaser should pay all taxes of the current year and should rents from August 1, and that property was sold subject to the rights of present tenant to occupy same until end of year 1928, the rents due to and on August first being reserved unto present owners.

Your trustee files with this report as part hereof a copy of the said advertisement of sale duly certified to by the purchasers of the paper above named.

The sale amounts to \$700.00.

Which is respectfully submitted,

Madison Brown,
Trustee.

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

I hereby certify that on this 24th. day of August, 1927, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, trustee named above, 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 of the Circuit Court for
Queen Anne's County.

CERTIFICATE OF PUB. OF
ADVERTISEMENT OF SALE.
Filed Aug. 24th. 1927.

TRUSTEE'S SALE OF DWELLING AND BLACKSMITH PROPERTY
AT WYE MILLS.

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in a cause of Laura Seibel, Gurney L. Godwin et al., against Emma Wilhelmina Stafford and William B. Stafford, the undersigned as trustee named in the decree, will sell at public sale to the highest bidder in front of the post office at Wye Mills, Talbot County, Maryland, on SATURDAY, AUG. 13, 1927, at 3 o'clock P.M.,

ALL THAT PROPERTY called "The James Edward Godwin Property", situated at or near Wye Mills, in Queen Anne's County, on left of road from Wye Mills to Hillsboro, now in tenancy of Samuel Sewell,.

This property consists of two lots both extending to mill pond. One lies next to the MacFarland Property of Harry Boyles, is 100 feet by 293 feet, and improved by a nice 2-story frame FRAME DWELLING and blacksmith shop. The other lot is unimproved, adjoins the Church Property, has a frontage of 180 feet with a width which grows less as it extends. This sale offers a good opportunity to secure both home and business property close to town of stores, mill, school and church. The two lots will be offered separately and then as a whole, and sold in the way to realize most money.

TERMS OF SALE:- One third of the purchase money in cash on day of sale, and residue thereof is to be paid in two equal installments payable 6 and 12 months from day of sale, with interest from day of sale, or all cash on day of sale at option of the purchaser. Deferred payments to be secured by notes of purchaser with security to be approved by trustee. Cash deposit at time of sale of \$200.00. Full particulars made known on day of sale.

MADISON BROWN, Trustee.
Centreville, Md.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Aug. 24, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Laura Seibel et al. vs. Emma W. Stafford, et al., a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st. insertion being July 21st. 1927), before the 13 day of Aug. in the year 1927.

Filed Aug. 24-1927,

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

ORDER NISI.

Filed Aug. 24th. 1927.

NISI.

Laura Annetta Seibel,
et al.,

vs.

Emma Wilhelma Stafford,
et al.

(IN THE CIRCUIT COURT
)
FOR QUEEN ANNE'S COUNTY
(IN EQUITY.
) CHANCERY NO. 2664.

ORDERED, This 24th. day of August, A. D., 1927, that the sale of 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 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 \$700.00.

Filed Aug. 24th. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUB. OF ADV.
OF ORDER NISI.
Filed Nov. 19th. 1927.

ORDER NISI.

Laura Annetta Seibel, et al.,
vs.

Emma Wilhelma Stafford, et al.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2664.

Ordered, This 24th. day of August, A. D., 1927, that the sale of 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 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 \$700.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Aug. 24th. 1927.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Nov. 19, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Laura A. Seibel et al., vs. Emma W. Stafford, et al., Chy. 2664, 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. int. Aug. 25th. 1927) before the 28 day of Septe in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

ORDER OF COURT RATIFYING SALE.

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

Laura Annetta Seibel et al., Cause No. 2664.
vs.
Emma Wilhelma Stafford et al.

Ordered, on this 19th. day of November, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this Court, that the sale of the real estate described in the within and afore-going 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 August 24, 1927, in this cause with reference to said sale.

The papers of the cause are hereby referred to Madison B. Bordley, as special auditor, with directions to state and return to this court an account between the sale so made and the said trustee making the sale, Madison Brown, who is allowed the usual commissions incident to such sales and all expenses not personal.

Thomas J. Keating.

Filed Nov. 19th. 1927.

Ordered this 22nd. day of November, 1927, by the Circuit Court for Queen Anne's County, in Equity, that Edwin H. Brown, be and he hereby is substituted for Madison Bordley to state the Audit in these proceedings.

Thomas J. Keating.

AUDITOR'S REPORT AND ACCOUNT.
Filed Jan. 12th. 1928.

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

Laura Annetta Seibel et al., Cause No. 2664.
vs.
Emma Wilhelmina Stafford et al.

To the Honorable, the Judges of said Court:

I, Edwin H. Brown, junior, as special auditor appointed by the Court to state an account between the proceeds of the sale of the above cause and Madison Brown, the trustee of the cause to make the sale thereof, unto Your Honors respectfully sets forth:

That I have stated the account directed to be stated and the same is herewith attached as part hereof.

That in the within account I have stated the trustee with the gross amount of the sale made by him and then thereout allowed unto him his commissions on the amount of the gross sale in accordance with the rule of the court for making the sale, the costs of advertising the sale and the several orders nisi of the cause, the court costs of the cause, the amount paid in procuring the release of Mary Ahearn as to her dower in one of the lots sold, the fee of the auctioneer for crying the sale, the costs of the bond of the trustee and the fee of the auditor.

For these allowances save that of the auditor the trustee produced to the auditor vouchers.

That the balance remaining after these allowances is then distributed among the parties of the cause according to their rights as set forth in the bill of complaint, the share of the net sales of George Edward Godwin is however allotted or distributed unto Emma Wilhelmina Stafford in accordance with his assignment of the same filed in this cause.

All of which is respectfully submitted,

January 12, 1928.

Edwin H. Brown, Jr.
Special Auditor.

Cause 2664.

The proceeds of the sale of the real estate of Laura Annetta Seibel and others named in the above cause in account with Madison Brown, trustee for the sale of the said real estate.

1927.
August

Cr.

13. By gross proceeds of sales of said real estate,
per report of sale filed;

\$700.00

Dr.

To Madison Brown, trustee, for his commissions for making sale, per rule of court, the sum of	\$48.00	
To do., for the court costs of this cause, per statement of clerk as follows, to wit:		
Cost of B.H. Turner, clerk,	21.50	
Appearance fee of plaintiffs' solicitor	<u>10.00</u>	31.50
To do., for amount paid Mary Ahern for release of dower in lots sold and recording said release, per receipts for same, to wit:		11.50
To do., for amount paid corporate surety on his bond, per receipt for same, to wit:		10.00
To do., for amount paid J. E. Anthony for crying sale, per receipt for same, to wit:		10.00
To do., for cost of advertising sale and order nisi thereon, per receipt for same, to wit:		30.00
To do., for costs of advertising order nisi to be passed in relation to this account, to wit:		3.00
To Edwin H. Brown, Jr., special auditor, for stating this account, to wit:		4.50
To balance carried below, to wit:	<u>551.50</u>	<u>\$700.00</u>
	<u>\$700.00</u>	<u>\$700.00</u>

Cr.

By balance brought down, to wit:		\$551.50
----------------------------------	--	----------

Dr.

To Emma Wilhelmina Stafford, formerly Emma Wilhelmina Godwin, as heir at law of James Edward Godwin, one third of said balance, to wit: the sum of	\$183.83	
To balance carried over, to wit:	<u>367.67</u>	<u>\$551.50</u>
	<u>\$551.50</u>	<u>\$551.50</u>
By balance brought over, to wit:		\$367.67

To Emma Wilhelmina Stafford, as heir at law of Mabel Godwin, deceased heir of James Edward Godwin, 1/9 of said balance or the sum of	\$40.86	
To Laura Annetta Seibel, 1/9 the said balance of the sum of	40.86	
To George Edward Godwin, use of Emma Wilhelmina Stafford, per assignment filed, 1/9 of said balance or the sum of	40.85	
To Mary Susan Roe, 1/9 of the said balance or the sum of	40.85	
To Emma M. Graves, 1/9 of the said balance or the sum of	40.85	
To Gurney L. Godwin, 1/9 of the said balance or the sum of	40.85	
To Annie Ruby Whilden, 1/9 of the said balance or the sum of	40.85	
To Goldie M. Gephart, 1/9 of the said balance or the sum of	40.85	
To James E. Godwin, 1/9 of the said balance or the sum of	<u>40.85</u>	<u>\$367.67</u>
	<u>\$367.67</u>	<u>\$367.67</u>

Edwin H. Brown, Jr.
Special Auditor.

January 11, 1928.

NISI RATIFICATION OF AUDIT.

Laura Annetta Seibel, et al., { IN THE CIRCUIT COURT
 {
 { FOR QUEEN ANNE'S COUNTY
 {
 { IN EQUITY.
 {
 { CASE NO. 2664.

ORDERED, This 12th. day of January, in the year nineteen hundred and twenty eight, 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 11th. day of February, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 3rd. day of February, 1928, in some newspaper printed and published in Queen Anne's County.

Filed

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
 NISI RATIFICATION OF AUDIT.
 Filed Feb. 14th. 1928.

NISI RATIFICATION OF AUDIT.

Laura Annetta Seibel, et al.,
 vs.
 Emma Wilhelmina Stafford and William B. Stafford,
 her husband.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2664.

Ordered, This 12th day of January, in the year nineteen hundred and twenty-eight, 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 11th day of February, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 3rd day of February, 1928, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
 Filed January 12, 1928.
 True Copy
 Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Feb. 13, 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Seibel et al. vs. Stafford, et al., Case No. 2664, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 3rd day of February, in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

ASSIGNMENT OF GEORGE EDWARD
 GODWIN TO EMMA WILHELMINA STAFFORD.
 Filed Jan. 14th. 1928.

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

Laura Annetta Seibel et al.,

vs.

Cause No. 1664.

Emma Wilhelma Godwin, et al.

For value received, I, George Edward Godwin, one of the plaintiffs to the above entitled cause, do hereby assign and transfer unto my mother, Emma Wilhelma Stafford, all my right, title, interest and estate as one of the heirs at law of my father, James Edward Godwin, in, to and of the proceeds of the sale decreed to be made in the above entitled cause.
 And I hereby direct the auditor of the court in the audit or account to be made in the above cause to distribute unto the said Emma Wilhelma mt share of the sales of the said cause.

In witness whereof I hereunto subscribe my name and affix my seal this Thuesday,
day of August, 7, 1927.

test:-

George Edward Godwin (SEAL)

FINAL ORDER RATIFYING AUDIT.
Filed Feb. 15th. 1928.

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

Laura Annetta Seibel et al.,
vs. Cause 2664.
Emma Wilhelmina Stafford et al.

Ordered, this 14th. day of February, 1928, that the report and account set forth above of Edwin H. Brown, Jr., 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 in accordance with the order nisi passed January 12, 1928, in said cause in reference to said auditor account, and Madison Brown, the trustee, be and he is hereby directed to apply the proceeds of sale in accordance with said account with a due proportion of interest on the commissions and claims as it has been or may be received.

Thomas J. Keating.

Filed Feb. 15th. 1928.

Chancery no. 2646.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 22nd. day of April, in the year nineteen hundred and twenty-eight, the following Order to Docket Suit was filed for record, to wit:-

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

Madison Brown, assignee of mortgage,

vs.

Julius Marchleck and Sarah Marchleck,
his wife, and
John L. Bursey and Minnie Bursey, his wife,
mortgagors.

To B. H. Turner, clerk:

Docket suit forwith on your chancery docket and prepare and file in the papers of said suit.

A copy of the mortgage from Julius Marchleck and Sarah Marchleck to the Queenstown Bank of Maryland, dated October 20, 1922, and recorded in Liber F. F. R. No. 9, fols. 485, land record in your office, and

A copy of the mortgage from John L. Bursey and Minnie Bursey to Madison Brown, dated October, 1, 1924, and recorded in Liber fols. 370, land record in your county, and

Include copies of the assignments thereof.

Madison Brown, Assignee.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.

#9606. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty first day of October, in the year nineteen hundred and twenty two, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this twentieth day of October, in the year nineteen hundred and twenty two, by Julius Marchleck and Sarah Marchleck, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, Julius Marchleck and Sarah Marchleck, his wife, are justly indebted unto the body corporate, The Queenstown Bank of Maryland, in the full and just sum of two hundred and fifty dollars (\$250.00) for money this day loaned upon their promissory note of even date herewith, drawn to the order of the said body corporate, The Queenstown Bank of Maryland for said amount, and payable six months after date to the said body corporate at its banking house in the town of Queenstown, Maryland. And whereas at the time of making said loan it was agreed as a condition precedent thereto that this mortgage should be given to secure the payment of the above described note and all interest to accrue thereon as evidenced by said note and any and all renewals thereof that may hereafter be made, including any renewal of renewal, in whole or in part, so long as the said body corporate may consent to accept renewals or part renewals thereof until the whole of said indebtedness, with all interest accruing thereon, is fully paid and satisfied.

Now this mortgage witnesseth, that in consideration of the premises and one dollar, the said Julius Marchleck and Sarah Marchleck, his wife, do hereby grant and convey unto the Queenstown Bank of Maryland, its successors and assigns, in fee simple, all of that lot, tract, parcel or part of a tract of land situate, lying and being in the fifth election district of County and State aforesaid, in or near the town of Grasonville, and particularly designated on a plat now recorded among the land records for County and State aforesaid, in Liber W. H. C. #7, folio , known as The Plat of the Sub-division of the property of the Chester River Steamboat Company, at Jackson's Creek, and being the same land that is described in a deed to these mortgagors from Nathan P. Corkran and wife, said deed being recorded among the land records aforesaid in Liber J.F.R. #9, folio 454 etc., and bearing date the 11th day of October, 1922, said deed particularly describing five separate tracts, all of which these mortgagors purchased as aforesaid and all particularly described in the aforesaid deed.

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 Julius Marchleck and Sarah Marchleck, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said body corporate, The Queenstown Bank of Maryland, its successors, executors, administrators or assigns, the aforesaid sum of two 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 their part to be performed, then this mortgage shall be void, and until default be made in the premises the said Julius Marchleck and Sarah Marchleck, his wife, their heirs and assigns shall possess said property. And the said Julius Marchleck and Sarah Marchleck, his wife, their heirs, executors, administrators and assigns

hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to 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 body corporate, The Queenstown Bank of Maryland, its successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgage 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 body corporate, The Queenstown Bank of Maryland, its successors or assigns, or James T. Earle, its and their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to the said 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 body corporate, The Queenstown Bank of Maryland, its successors or assigns, or James T. Earle, its and their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Julius Marchleck and Sarah Marchleck, for themselves, their heirs, executors, administrators and assigns hereby covenant to pay.

Witness the hands and seals of the said mortgagors.

Test: W. I. Tuttle.

Julius Marchleck (SEAL)

Sarah Marchleck (SEAL)

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 two, before me, the subscriber, a Notary Public of the State of Maryland, in and for County and State aforesaid, personally appeared Julius Marchleck and Sarah Marchleck, his wife, and did each acknowledge the foregoing mortgage to be their respective act; and at the same time personally appeared before me, Eugene L. Dudley, President of the Queenstown Bank of Maryland, mortgagee, and made oath in due form of law that he is President of said Bank and as such is the proper party to make oath as to the consideration stated in the foregoing mortgage, and that the consideration stated herein is true and bona fide as herein stated.

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: Be it remembered that on the 22nd. day of April, in the year nineteen hundred and twenty six, the following Assignments were filed for record, to wit:

"For value received, The Queenstown Bank of Maryland does hereby assign the within and foregoing mortgage unto Delha D. Brown, to whom the bank has assigned the note now outstanding and unpaid, secured by said mortgage. This assignment is made without recourse to or guarantee by the assignor bank. In witness whereof the said assignor has caused its name to be hereunto assigned by _____, its President, and its seal corporate to be hereunto affixed by W. I. Tuttle, its Cashier, this 10th.

day of April, nineteen hundred and twenty six.

Seal's
Place.

Queenstown Bank of Maryland.
W. E. King, President.
Attest: W. I. Tuttle, Cashier.

I hereby assign and transfer the within and foregoing mortgage unto Madison Brown for purpose of collection by foreclosure or otherwise.

Witness my hand and seal this fourteenth day of April, in the year nineteen hundred and twenty six.

TEST: Frances K. Brown.

Delha D. Brown (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. #9, folio 485 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, in the year nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENTS.

#10,888. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the first day of October, in the year nineteen hundred and twenty four, the following Mortgage and Assignment was brought to be recorded, to wit:

THIS MORTGAGE, made this first day of October, in the year nineteen hundred and twenty four, by John L. Bursey and Minnie E. Bursey, his wife, of Baltimore County, in the State of Maryland, parties of the first part, and Madison Brown, of Queen Anne's County, State of Maryland, party of the second part.

WHEREAS, the parties of the first part are jointly and severally indebted unto the party of the second part in the full sum of four hundred dollars (\$400.00), cash loaned by him to them and for which they have drawn and passed unto them their promissory note bearing date October 1, 1924, and payable to his order six months after date at the Centreville National Bank of Maryland, with interest from date.

WHEREAS, it is a condition of said loan that this mortgage should be given at the time of said loan to secure the said debt and the note given therefore and each and every renewal thereof whether in whole or in part which hereafter may be made and accepted until the whole of the original indebtedness shall have been fully paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that the said John L. Bursey and Minnie E. Bursey, his wife, do hereby grant and convey unto the said Madison Brown, his heirs and assigns forever, in fee simple, all the following lots or parcels of land situate, lying and being in the fifth election district of Queen Anne's County, State of Maryland, in the section called Grasonville or Winchester, which is described as follows, to wit:-

First: All that lot or parcel of land called or known as Lot No. 37 of (and so distinguished on a plat hereinafter described) the Chester River Steamboat Property situate, lying and being on the street or road called Winchester Avenue, and containing one half acre of land, more or less.

Second: Also all those lots or parcels of land called or known as Lots No. 40, 41 and 42 of (and so distinguished on said plat of the Chester River Steamboat Property) situate, lying and being on Gratitude Avenue and on Winchester Avenue aforesaid.

Third. All that lot or parcel of land called or known as Lot No. 38 of the Chester River Steamboat Property situate, lying and being on Winchester Avenue and on Gratitude Avenue, and also distinguished by said No. 38 on said plat.

The land described above in the first place is the land described in the first place, the land described above in the second place is the land described in the second place and the land described above in the third place is the land described in the third place in the deed made to the parties of the first part by Julius Marchleck and Sarah Marchleck, his wife, dated October 1, 1924, and recorded or to be recorded among the land record books of Queen Anne's County aforesaid just prior to the record of these presents which are given to secure a part of the purchase money named in said deed.

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 John L. Bursey and Minnie E. Bursey, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Madison Brown, his executors, administrators or assigns the aforesaid sum of four hundred dollars and the said interest when and as the same shall become due and payable according to the tenor of the above described promissory note and shall also well and truly pay each and every renewal of said note which hereafter may be made whether in whole or in part and all interest thereon at the maturity of the same, 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 parties of the first part, their heirs and assigns shall possess said property.

AND the said parties of the first part, for themselves and each of them, their and each of their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby 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, 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 Madison Brown, his executors, administrators or assigns, or Madison Brown, as 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 payment, 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 Mortgagees, 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, his executors, administrators or assigns, or Madison Brown, as 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 parties of the first part for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

In witness whereof the parties of the first part hereunto subscribe their names and affix their seals day and year above written.

Test: J. McK. Tilghman.

John L. Bursey (SEAL)

Minnie E. Bursey (SEAL)

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

I hereby certify that on this first day of October, in the year nineteen hundred and twenty four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared John L. Bursey and Minnie E. Bursey, his wife, and each did acknowledge the foregoing mortgage to be their respective act.

J. McK. Tilghman,
Justice of the Peace;

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:-

I hereby certify that on this first day of October, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland,

in and for Baltimore County, personally appeared John L. Bursey and Minnie E. Bursey, his wife, and each did acknowledge the foregoing mortgage to be their respective act.

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

Notary Public.

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

I hereby certify that on this first day of October, in the year nineteen hundred and twenty four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Madison Brown, the above named mortgagee, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth,

J. McK. Tilghman,
Justice of the Peace.

For value received, I hereby assign this mortgage unto The Centreville National Bank of Maryland.

Witness my hand and seal this first day of October, nineteen hundred and twenty four.

Test: Catherine A. Pratt.

Madison Brown (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 Assignments were filed for record, to wit:

For value received, The Centreville National Bank of Maryland does hereby assign and transfer the within and foregoing mortgage unto Delha D. Brown, to whom said Bank has assigned the note of the mortgagors for three hundred and fifty dollars, bearing interest from October 1, 1925, which note is the note now secured by said mortgage. This assignment and that of the note are made without guarantee by or recourse to assignor.

In witness whereof the assignor has caused its name to be hereunto signed by Madison B. Bordley, its Vice-President, and its seal corporate to be hereunto affixed by J. F. Rolph, its Cashier, this fourteenth day of April, in the year nineteen hundred and twenty six.

Seal's
Place.

THE CENTREVILLE NATIONAL BANK
OF MARYLAND.

by Madison B. Bordley,
Its Vice-President.

Attest: J. F. Rolph, Cashier.

I hereby assign and transfer the within and foregoing mortgage unto Madison Brown for the purpoer of collection by foreclosure and otherwise. Witness my hand and seal this 14th. day of April, in the year nineteen hundred and twenty six.

TEST: Frances K. Brown.

Delha D. Brown (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. #2, folio 370 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, in the year 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 fifth 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, Madison Brown, of Queen Anne's County, State of Maryland, and the American Surety Company of New York, a corporation created by and existing under the laws of the State of New York and authorized by the law of the State of Maryland to become sole surety on bonds of trustees, etc., are held and

firmly bound unto the State of Maryland in the full and just sum of nine hundred dollars; lawful money of the United States 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 every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

SEALED with our seals and dated this sixth day of May, in the year nineteen hundred and twenty six.

WHEREAS, defaults have occurred in the terms, covenants, conditions and provisions of two mortgages given on the same property, one by Julius Marchleck and Sarah Marchleck, his wife, to the Queenstown Bank of Maryland, dated October 20, 1922, and recorded in Liber J.F.R. No. 9, fols. 485, land record of said county, made to secure payment of two hundred fifty dollars and the other given by John L. Bursey and Minnie Bursey, his wife, to Madison Brown, dated October 1, 1924, and recorded in Liber B.H.T. No. 2, fols. 370, a land record of said county made to secure four hundred fifty dollars, by reason of the non-payment of the debts secured by said mortgage and of certain interest due thereon.

WHEREAS, the above bound Madison Brown has become assignee of both of said mortgages, and because of said defaults, is, as such assignee, about to make sale of the mortgaged property in exercise of the powers of sale contained in said mortgages to be exercised in case of defaults.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: that if the above bounden Madison Brown do and shall well and faithfully abide by, perform and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation is to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
H.B.W. Mitchell.

Countersigned by Seal's
J. Lemuel Roberts. Place.

Madison Brown. (SEAL)
AMERICAN SURETY COMPANY OF
NEW YORK, By
Madison Brown,
Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed May 5th. 1926.

B. Hackett Turner, Clerk.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, folio 223 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 1926.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed May 20th. 1926.

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

Madison Brown,
assignee of mortgage,
versus
Julius Marchleck,
Sarah Marchleck, his wife,
John L. Bursey,
Minnie L. Bursey, his wife.

Chancery Docket,
No.
2646.

To the Honorable, the Judges of said Court:

The report of Madison Brown, assignee of the mortgages hereinafter mentioned, who hereinafter refers to himself as "vendor", unto Your Honors respectfully sets forth:

That your vendor is the holder by assignments duly made of two mortgages on the same property, to wit:

The mortgage from Julius Marchleck and Sarah Marchleck to the Queenstown Bank of Maryland, dated October 20, 1922, and recorded in Liber J. F. R. No. 1, fols. 485, land record of said county, made to secure a debt of \$250.00.

The mortgage from John L. Bursey and Minnie Bursey, his wife, to Madison Brown, dated October 1, 1924, and recorded in Land Record of said county in Liber B. H. T. No. 2, fols. 370.

That the makers of the mortgage last mentioned purchased from the makers of the mortgage first mentioned the mortgage property subject to the mortgage first mentioned and then placed on said property the mortgage last mentioned.

That prior to the first insertion of the notice of sale hereinafter mentioned in the newspaper hereinafter mentioned defaults had occurred in the terms, conditions, covenants and provisions of both of said mortgages because of the non-payments of the mortgage debts, interest thereon and other matters.

That both mortgages contained powers of sale to be exercised in case of such defaults by the assignees of the same.

That prior to the day of sale hereinafter mentioned your vendor filed with the clerk of this court a bond from him, vendor, to the State of Maryland in the penalty of the sum of nine hundred dollars, containing the condition required by law for the sale of the mortgage property under said powers.

That once a week for four successive weeks prior to the day of sale hereinafter mentioned, your vendor caused to be advertised in the Centreville Record, a newspaper published weekly in said county, notice of the time, place, manner and terms of the sale hereinafter mentioned; a copy of said advertisement duly certified to by the publishers of said paper is filed herewith as parts hereof.

That pursuant to said notice of sale your vendor did attend in front of the court house door in the town of Centreville, Queen Anne's County, State of Maryland, on Saturday, May 8, 1926, at the hour of one o'clock P.M., and he then and there proceeded to make sale of the mortgage property under said powers of sale and in exercise thereof because of said defaults in the following manner:

Your vendor first read the notice of sale as advertised and then through the medium of Elmer Anthony as auctioneer offered the mortgaged property consisting of all that lot of land called or known as "The John L. Bursey Property", situated in Grasonville, near Jackson's Creek, and on right of road from Queenstown to Kent Island, adjoining railroad tract and property of Nathan P. Corkran, containing $2\frac{1}{2}$ acres of land, more or less, and consisting of lots Nos. 37, 38, 40, 41 and 42 of land of Chester River Steamboat Company at Jackson's Creek, and described in said mortgages, at public sale to the highest bidder on the advertised terms and sold the same unto Nathan P. Corkran, he being then and there the highest bidder therefor, at and for the sum of five hundred dollars.

All of which is respectfully admitted,

Madison Brown
Assignee of Mortgages,
Vendor.

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

I hereby certify that on this twentieth day of May, 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 Madison Brown, assignee of mortgage, vendor, and he did make oath in due form of law that the matters and things set forth in the foregoing 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.

Filed May 20th. 1926.

B. Hackett Turner
Clerk of the Circuit Court.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed May 20th. 1926.

MORTGAGE SALE OF BURSEY PROPERTY AT GRASONVILLE.

Default having occurred in two mortgages covering the property hereinafter described, one from Julius and Sarah Marchleck to Queenstown Bank, dated October 20, 1922, recorded in Land record of Queen Anne's County, J. F. R. No. 9, fol. 485, and other from John L. and Minnie Bursey to Madison Brown, dated October 1, 1924, Liber B.H.T. No. 2, fol. 370, land record of same county, the undersigned as assignee of the two mortgages will sell at public sale to the highest bidder in front of Court House door, town of Centreville, Queen Anne's County, Maryland, at hour of one o'clock P.M., on SATURDAY, MAY 8, 1926,

ALL THAT LOT OF LAND, called or known as "The John L. Bursey Property", situated in Fifth District of said county in Grasonville, near Jackson's Creek and on right of road from Queenstown to Kent Island, adjoining railroad track and property of Nathan P. Corkran, CONTAINING $2\frac{1}{2}$ ACRES of land, more or less.

The land consists of lots Nos. 37, 38, 40, 41 and 42 of land of Chester River Steamboat Company at Jackson's Creek. For complete description see the mortgages and Plat therein mentioned.

Improvements consist of- FRAME DWELLING HOUSE, cow house, poultry houses and nice new garage. The property is located at Jackson's Creek where there is fine boating, fishing and bathing and makes a nice home, and is reached by a good shell road running from main road of above mentioned.

TERMS OF SALE:- One half of the purchase money is to be paid on the day of sale and the other half is to be paid on ratification of sale with interest from day of sale;

the deferred payment to be secured by a note of purchaser with securities to be approved by undersigned. Possession given on compliance with terms of sale.

MADISON BROWN.
Assignee
Centreville, Maryland.
J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD.

Centreville, Md., May, 19, 1926.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the advertisement in the case of Madison Brown, Assignee, vs. Julius Marchleck 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 8 day of May in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I.

Madison Brown, Assignee of Mortgage, vs. Julius Marchleck and wife and John L. Bursey and wife.	{ { { { {	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2646.
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ORDERED, This 20th. day of May, A. D., 1926, that the sale of the real estate made and reported in this cause by Madison Brown, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of June next.

The Report states the amount of sales to be \$500.00.

Filed May 20th. 1926.

B. Hackett Turner, Clerk,

STATEMENT OF MORTGAGE DEBT.
Filed Aug. 18th. 1926.

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

Madison Brown, assignee of mortgage, versus Julius Marchleck and wife, John L. Bursey and wife, mortgagors.	{ { { { {	Chancery Docket, Cause No. 2646.
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Statement of Mortgage Debt.

Amount of the principal debt and interest due under the mortgage from Julius Marchleck and Sarah Marchleck, his wife, to The Queenstown Bank, dated October 20, 1922, and recorded in Liber J.F.R. No. 1, fol $\frac{1}{2}$, land record book of said county, on April 10, 1926,
 Add interest from date mentioned to May 1, 1926,

\$113.14	
.53	\$113.67

Amount of the principal debt and interest due under the mortgage from John L. Bursey and Minnie L. Bursey, his wife, to Madison Brown, dated October 1, 1924, and recorded in Liber B.H.T. No. 2, fols. 370, land record book of said county, on April 10, 1926,
 Add interest from date mentioned to May 1, 1926,

\$360.60	
1.44	\$362.04

Amount of debt and interest due day of sale, May 8, 1926,

\$475.71

Add the commissions due Madison Brown in whose hands the mortgages were placed for collection,

10.87

Total amount of the mortgage debts on day of sale

\$486.58

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

I hereby certify that on this 18th. day of August, nineteen hundred and twenty six, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, assignee of mortgage, and he did make oath in due form of law that the foregoing statement of mortgage debt is a true statement of the debts due under the mortgages therein mentioned and that the matters and things set forth in said statement are true as therein set forth, to the best of his knowledge and belief.

Sworn before E. Hackett Turner,

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

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Aug. 18th. 1926.

ORDER NISI.

Madison Brown, Assignee of
Mortgage,

vs.

John Marchleck and wife, and John
Burseley and wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2646.

Ordered, This 20th day of May, A. D., that the sale of the real estate made and reported in this cause by Madison Brown, Assignee of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of June next.

The Report states the amount of sales to be \$500.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Fay 20th. 1926.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., July 28th. 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison Brown, Assignee of mortgage, vs. Julius Marchleck and wife and John Bursey and wife, cause No. 2646, 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 as follows, May 27, 1926, June 3, 10, & 17th. 1926, before the 28 day of June, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.,
Editor.

FINAL ORDER RATIFYING SALE.

Madison Brown, assignee, (Chancery No. 2646.
vs.)
Julius Marchleck, et al., (

Ordered on this 19th. day of August in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, sitting as the Court of Equity, that the sale made by Madison Brown, assignee, set forth and described in the within and foregoing 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 as directed by the order nisi passed in this cause heretofore in relation to said sale. And it is further ordered that the proceedings of the cause be and the same are hereby referred to Madison B. Bordley, special auditor, with instructions to him to state and return to this court an account between the party making the sale and the proceeds thereof.

Thomas J. Keating.

Brought from Liber B.H.T.No.1, fol. 389, a Judgment Extenso Record Book for Queen Anne's Co.

Supplemental Report of Sale and Order of Court Ratifying Sale filed Jany. 29th. 1926.

Ezekiel M. Forman,
Assignee of Mortgage

Vs.

Henry Barnes,
Mortgagor.

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

To the Honorable, the Judges, of said Court:-

Since filing the original report of sale on January 8th. 1925, the short term note mentioned in said report of sale together with the accrued interest thereon has been fully paid and satisfied, making the total amount of purchase money fully paid.

Respectfully submitted,

Ezekiel M. Forman
Assignee of Mortgage.

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

I hereby certify that on this twenty ninth day of January, 1926, before me, the Clerk of the Circuit Court for Queen Anne's County, there personally appeared Ezekiel M. Forman and made oath in due form of law that the matters and facts stated in the foregoing supplemental report of sale are true and bona fide as therein stated.

Filed Jan. 29th. 1926.

B. Hackett Turner, Clerk.

Certificate of Publication of Order Nisi
filed Jan. 29th. 1926.

ORDER NISI

Ezekiel M. Forman, Assignee

Vs.

Henry Barnes, Mortgagor.

In the Circuit Court
for Queen Anne's County,
in Equity,
Chancery No. 2575.

Ordered this 9th. day of January, A.D. 1925, that the sale of the real estate made and reported in this cause by Ezekiel M. Forman, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 23 day of March next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Md. once in each of four successive weeks before the 20th. day of February next.

The Report states the amount of sales to be \$1000.

B. Hackett Turner, Clerk.

True Copy,

Test: B. Hackett Turner, Clerk.

Filed January 9th. 1925.

THE CENTREVILLE RECORD.

Centreville, Md. Jan. 29. 1926.

The Centreville Record Publishing Co, hereby certifies that the Order Nisi in the case of Ezekiel M. Forman, Assignee Vs. Henry Barnes, mortgagor, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of four successive weeks before the 20th. day of February, in the year 1925.

The Centreville Record Publishing Co.
By Lida Hopkins.

Filed Jan. 29th. 1926.

Final Order of Ratification
 Filed Feby. 2nd. 1926

FINAL ORDER OF RATIFICATION.

Ezekiel M. Forman,
 Assignee of Mortgage,
 Vs.
 Henry Barnes,
 Mortgagor.

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

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 Ezekiel M. Forman, 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 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 Feb. 2nd. 1926.

Thomas J. Keating.

Report and Account of the auditor
 filed June 29th. 1926.

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

Ezekiel M. Forman,
 Assignee
 Versus
 Henry Barner, mortgagor.
 Cause 2575.

To the Honorable, the Judges of said Court:

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

That it appears from the proceedings of this cause that the sales amounted to more than enough to pay all costs and the mortgage debt, so that there is a balance after allowance of costs and debt to remain subject to the future order of the Court.

That within the auditor has stated an account between the party making the sale and the proceeds of sale in which said party is charged with the gross amount of the sale and then allowed thereout his commissions for making the sale, per rule of court, his costs incident to the sale and these proceedings and his mortgage claim in full, there remaining the balance above mentioned.

Respectfully submitted,

Madison Brown,
 Auditor.

June 28, 1926.

The proceeds of the sale of the mortgaged real estate of Henry Barner, Mortgagor, in account with Ezekiel M. Forman, Assignee of Mortgage, party making the sale.

1924	Cr.	
Dec.		
23,	By gross amount of the mortgage sale,	
	per report of sale filed,	\$1,000.00

Dr.

"	"	To Ezekiel M. Forman, Assignee, vendor, for his commissions, per terms of mortgage, the sum of.....	\$65.00
		To do. for court costs of suit per statement of clerk, to wit:	
		costs of B.H. Turner, clerk	\$18.75
		appear. fee of plaintiff's atty.	10.00
			28.75
		To do. for amount paid auctioneer for selling the land sold, per receipted acct.	7.50

To do. for amount of the premiums or costs of his bond, the sum of (per receipts)	\$20.00	
To do. for amount paid the Centreville Record for costs of advertising notice of sale and order nisi on sale, per receipted account for same, the sum of	45.50	
To do. for the costs of advertising the order nisi to be passed as to this account, the sum of	3.00	
To do. for the full amount of the mortgage debt due on the day of sale, per statment of debt filed December 30,1924, the sum of	257.29	
To do. for the amount of the fee of Madison Brown, auditor, for stating this account, the sum of	4.50	
To balance to remain subject to order of Court, the sum of	568.46	
	<u>\$1000.00</u>	<u>\$1000.00</u>
<hr/>		
By balance, net sale, to remain subject to order of court, the sum of		\$568.46

June 28, 1926,

Madison Brown,
Auditor.

Nisi Ratification of Audit.
filed June 29th. 1926.

NISI RATIFICATION OF AUDIT.

Ezekiel M. Forman, Assignee	}	In the Circuit Court for Queen Anne's County, in Equity.
Vs.		
Henry Barnes		Case No. 2575

ORDERED, this 29th. day of June, 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 25th. day of July, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 16th. day of July, 1926, in some newspaper printed and published in Queen Anne's County.
Filed June 29th. 1926. B.Hackett Turner, Clerk.

Certificate of publication
of Nisi Ratification of Audit
filed June 30th. 1927.

NISI RATIFICATION OF AUDIT.

Ezekiel M. Forman, Assignee	)	In the Circuit Court for Queen Anne's County, in Equity,
Vs.		
Henry Barnes, Mortgagor.		Case No. 2575.

Ordered, this 29th. day of June, 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 or on before the 25th. day of July, 1926, provided a copy of this order be published once a week in each of two successive weeks before the 16th. day of July, 1926, in some newspaper printed and published in Queen Anne's County.

Filed June 29, 1926. B.Hackett Turner, Clerk.
True Copy,
Test: B.Hackett Turner, Clerk.

THE CENTREVILLE RECORD,

Centreville, Md. Mar. 22nd. 1927.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the nisi ratification of audit in the case of E.M. Forman, Assignee Vs. Henry Barnes, 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 16 day of July in the year 1926.

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

Order of Court
ratifying Audit filed
March 31st. 1929.

ORDERED, this 30th. day of March, in the year 1927 by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court that the within Report and Account of Madison Brown, Auditor, be and the same is hereby finally ratified and confirmed, it appearing that Nisi Ratification of Audit having been duly published and the trustee is directed to pay the sums so allowed with due proportions of interest thereon and to hold the balance of five hundred and sixty eight dollars and forty six cents subject to the further order of this Court.

Filed March 31st. 1927.

Thomas J.Keating.

Audit No.2.
Report and account of the auditor
distributing net mortgage sale among
creditors and heirs at law of
Henry Barnes, filed May 11th. 1927.

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

Ezekiel M. Forman, Assignee
versus
Henry Barnes, mortgagor.

Cause No. 2575.

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 accordance with the decree of this court passed in above cause March 30, 1927, by which decree the amount of balance of the sales of the above cause remaining in the hands of the assignee by the previous audit is converted into a fund for the payment of creditors of Henry Barnes with distribution of that part of said balance not so required among the heirs at law of said Henry Barnes.

It appears from the papers of the cause and from an examination of the Registre of Claims against estates of parties in the office of the Clerk of the Court that twelve persons have filed claims against the said Henry Barnes or said balance. The auditor has allowed each creditor so filing a claim interest on his claim from what appeared to the proper date by the clai, to allow interest from to the date of the above mentioned decree. The amount of the claims with the interest, does not consume the entire balance.

In the within account Ezekiel M. Forman, assignee, party making the mortgage sale of the cause, is charges with the balance due by him by the previous audit, and is then allowed the costs of advertising the legal notices required under the creditors' petition; the court costs under same petition, the costs of his bond for additional year, costs of advertising the nisi order to be passed in relation to this account and the auditor is allowed his fee.

Then each creditor is allowed the full amount of his claim with the said interest and the sum then remaining is divided between the two children of Henry Barnes, it appearing from the testimony that they are his only heirs at law.

The son of Henry Barnes, Farnell Barnes, is not awarded his share absolutely but his share is distributed to remain in the hands of said Ezekiel M. Forman, to await the final disposition of certain attachments against the said share. This distribution is made in accordance with the order of the court passed herein in relation thereto.

Respectfully submitted,

Madison Brown, Auditor.

May 11th. 1927.

The proceeds of the sale of the mortgaged real estate of Henry Barnes, mortgagor, in account with Ezekiel M. Forman, assignee of mortgage, party making the mortgage sale.

1927
 March
 30 By balance subject to the order of court
 by the audit filed June 29, 1926, to wit: \$568.46

Dr.

" " To Ezekiel M. Forman, party making sale for the following costs incident to creditors' petition and proceedings thereunder, as follows:

For the costs of advertising the order of publication and notice to creditors, paid by him to Centreville Record, per receipted account filed, the sum of \$86.00

For the court costs per statement made by clerk of court, as follows:
 Apprs. fee of E.H. Brown, Jr. \$10.00
 Appear. fee of Jas. T. Earle 10.00
 costs of B.H. Turner, clerk, 1.50
 Fees of W.R. Horney, special examiner, 8.00
 Fees of witnesses before examiner 1.50
 Fee of witnesses before examiner .75 47.50

For the costs of his bond for year beginning Nov. 26, 1926, paid per receipted account for same, the sum of 10.00

For the costs of advertising the order nisi to be passed as to this account, sum of 3.00

To Madison Brown, auditor, for stating this account, the sum of 9.00

To balance carried forward for distribution, the sum of \$413.96
 \$568.46 \$568.46

Cr.

By balance brought forward for distribution 413.96

Dr.

Distribution among creditors of Henry Barnes:			Amt.
Their names:	Amt. claim	Interest.	Distrib'd.
1. Walls and Yeates,	\$1.72	.25	\$ 1.97
2. H.B.W. Mitchell,	3.00	.60	3.60
3. Harry F. Callahan	78.74	12.566	91.30
4. Wm. Henry Fisher	24.00	3.50	27.50
5. Barton Bros.	23.70	6.97	30.67
6. Wright & Lowe Company	7.54	1.11	8.65
7. H.F. McPherson	8.00	1.16	9.16
8. E.S. Adkins, & Co.	1.10	.16	1.26
9. Wright and Collins	6.80	1.61	8.41
10. Phillip Lee Travers	30.00	4.38	34.38
11. Emergency Hospital	6.00	.88	6.88
12. Barton Bros.	61.88	9.03	70.91
	<u>\$252.48</u>	<u>\$42.21</u>	

Amount distributed to creditors \$294.69
 Balance carried below 119.27
 \$413.96 \$413.96

Distribution among heirs at law of Henry Barnes:
 By balance brought down, to wit: \$ 119.27

To Estella Massey, his daughter, 59.64
 1/2 of above balance, to wit; the sum of 59.64

To Purnell Barnes, his son, to be held by Ezekiel M. Forman, assignee, pending the final disposition of attachments laid in hands of said assignee attaching the money and credits of said Purness Barnes, 1/2 of the above balance, to wit, the sum of 59.64

\$119.27 \$ 119.27

May 11, 1927,

Madison Brown,
 Auditor.

Nisi Ratification of Audit filed
May 11th. 1927.

NISI RATIFICATION OF AUDIT

Ezekiel M. Forman,
Assignss

Vs.

Henry Barnes.

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

Case No. 2575.

ORDERED, this 11th. day of May, 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 3rd. day of June, 1927; provided a copy of this order be
published once a week in each of two successive weeks before the 26th. day of
May, 1927 in some newspaper printed and published in Queen Anne's County.

Filed May 11th. 1927.

B.Hackett Turner, Clerk.

Certificate of publication
of Nisi Ratification of Audit
filed June 7th. 1927.

NISI RATIFICATION OF AUDIT.

Ezekiel M. Forman, Assignee,

Vs.

Henry Barnes

In the Circuit Court
for Queen Anne's County,
in Equity,
Case No. 2575.

ORDERED, this 11th. day of May, 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 3rd. day of June, 1927; provided a copy of this order
be published once a week in each of two successive weeks before the 26th. day of
May, 1927, in some newspaper printed and published in Queen Anne's County.

B.Hackett Turner, Clerk.

Filed May 11, 1927

True copy,

Test: B.Hackett Turner, Clerk.

The Centreville Record.

Centreville, Md. June 7, 1927.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Nisi
Ratification of Audit in the case of Ezekiel M. Forman, Assignee Vs. Henry Barnes,
Chancery #2575 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 26 day of May,
in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

Final Order Ratifying Audit
filed June 7th. 1927.

Ordered, this 6th. day of June, in the year nineteen hundred and twenty
seven, by the Circuit Court for Queen Anne's County, in Equity, and by the author-
ity of said Court, that the within and foregoing Report and Account of the
Auditor be and the same is hereby finally ratified, and confirmed, no cause to
the contrary having been shown, although notice appears to have been given as
directed by the previous Nisi Ratification of Audit passed thereon in this cause
and the assignee is hereby directed to apply the proceeds according to said
audit, with a due proportion of interest as has been received by said assignee.

Filed June 7th. 1927.

Thomas J. Keating.

Brought forward from Liber B. H. T. No. 1, folios 148, a Judgment Extenso Record Book for Queen Anne's County.

PETITION FOR LEAVE TO DISMISS
EXCEPTIONS TO AUDIT; ORDER OF
COURT THEREON GRANTING LEAVE :
:
:
Hope H. Barroll, Assignee : In the circuit Court for
and Attorney for Collection : Queen Anne County, Maryland
vs. : In Equity. No. 2553 Chy.
:
Clifton L. Jarrell :
Elizabeth F. S. Jarrell :
:

THE PETITION FOR LEAVE TO DISMISS EXCEPTIONS TO AUDIT.

Hope H. Barroll, Assignee in the above entitled case respectfully shows unto your Honors that Exceptions to the Ratification of the Audit in this case were filed February 25th. 1925.

Since the filing of said Exceptions, Mrs. Bershe B. Greenwood, the real party in interest, in order to avoid delay has adjusted with the Petitioner the matters set forth in said Exceptions.

Your Trustee never intended to charge the fees of \$30 and \$25 allowed in said Audit, and this sum of \$55 is retained by Mrs. Greenwood and not paid to your Exceptant.

Wherefore, your Exceptant prays your Honors to allow him to dismiss the said Exceptions filed to the audit February 25th. 1925 and prays the Court to ratify said Audit making a notation in the Order of Ratification of said Audit that the said sum of \$55 and was not claimed by the said Hope H. Barroll, nor paid to him.

All of which is respectfully submitted.

Hope H. Barroll
Assignee, Atty., & Trustee.

ORDER TO DISMISS EXCEPTIONS
Filed Aug. 27, 1925.

Hope H. Barroll, Attorney : No. 2553 Chy.
for collection, Assignee :
:
vs. :
:
Clifton L. Jarrell :
Elizabeth F. S. Jarrell :
:

Order to Dismiss.

B. Hackett Turner, Esq., Clerk:-

Please file this order to Dismiss the Exceptions to the Ratification of the Audit filed in this Cause February 25th. 1925, and file this as your authority for so doing, says:

Hope H. Barroll
Attorney, Assignee & Trustee.

PETITION AND ORDER
Filed Apr. 9, 1927

HOPE H. BARROLL, Assignee, : Cause No. 2553
VS. : IN THE CIRCUIT COURT FOR QUEEN
CLIFTON L. JARRELL, : ANNE'S COUNTY, In Equity
ELIZABETH F. S. JARRELL :
:

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY, MD.

Your Petitioner, Bershe Betton Greenwood, respectfully shows unto your Honors as follows:-

(1) That in the above Cause which is a sale under a mortgage from Elizabeth S. Jarrell and Clifton L. Jarrell to Mary J. Subers, which mortgage was assigned by Mary J. Subers to Frank H. Greenwood, deceased, and which mortgage was subsequently assigned by Bershe Betton Greenwood administratrix of Frank H. Greenwood to herself as an individual and subsequently assigned by Bershe B. Greenwood to Hope H. Barroll, attorney for collection.

(2) That Hope H. Barroll sold said property covered by said mortgage and prior to the distribution of the proceeds and the payment of costs, died; and so your Petitioner is advised it is proper to her to apply to this court for the appointment of a new trustee to take charge of and to administer this estate in the place of the deceased trustee.

Wherefore your Petitioner prays your Honors, she being sole beneficiary in this estate to appoint and she hereby does nominate John W. Barroll of Chestertown to be the new trustee in this Cause.

And as in duty bound, etc.,

BERSHE BETTON GREENWOOD
PETITIONER

JOHN W. BARROLL
SOLICITOR FOR PETITIONER

Filed Apr. 9th, 1927

ORDER OF COURT
Filed April 9th, 1927.

ORDERED this 9th day of April 1927, upon the foregoing Petition that John W. Barroll be, and he is hereby appointed Trustee in this cause in the place and stead of Hope H. Barroll, assignee, deceased, with all powers, to act as Trustee in this Cause for the collection and disbursement of the purchase money and that the said Trustee be required to give a bond, approved by the clerk for full amount of the purchase money to come into the hands of the trustee.

Thomas J. Keating

Filed April 9th, 1927.

CERTIFIED COPY OF BOND
Filed June 11th, 1927

Queen Anne's County, to wit: Be it remembered that on the eleventh day of June, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that, we John W. Barroll and the New Amsterdam Casualty Company, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of two hundred Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents-sealed with our seals and dated this 8th. day of June in the year of our Lord one thousand nine hundred and twenty seven.

WHEREAS, the above bounden John W. Barroll by virtue of a decree of the Honorable the Judge of the Circuit Court for Queen Anne County, Md. has been appointed trustee mentioned in the proceedings in the case of Hope H. Barroll, Assignee Vs. Clifton L. Jarrell and Elizabeth F. S. Jarrell now pending in said Court same being Chancery Cause #2553.

Now the Condition of the above Obligation is such, That if the above bounden John W. Barroll do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

John W. Barroll (SEAL)

Signed, sealed and delivered
in the presence of
James T. Dixon, Jr.

New Amsterdam Casualty Co.
by John W. Barroll.
Atty. in fact.

Seal's
Place

At the foot of the above bond was thus endorsed, to wit:

I hereby certify that John W. Barroll is authorized to execute Bonds of this nature as attorney in fact for New Amsterdam Casualty Co. as

per Power of attorney of record in the Circuit Court for Kent County

Seal's
Place.

Robert R. Ayres. Clerk.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed June 11th. 1927.

B. Hackett Turner, Clerk.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, folios 308, 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 eleventh day of June, in the year nineteen hundred and twenty seven.

B. HACKETT TURNER

Seal's
Place.

Clerk.

CHY. #2539.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 6th. day of May, in the year nineteen hundred and twenty-four, the following Bill of Complaint was filed for record, to wit:-

William Ritchie Elliott, Eloise Elliott, his wife,	# NO.	Chancery
vs.	#	In the
	#	Circuit Court for
Mary Charlotte Elliott, Martha Louise Elliott.	#	Queen Anne's Co., Md.
	#	In Equity.
	#	

BILL IN EQUITY.

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

THE BILL OF COMPLAINT of William Ritchie Elliott and Eloise Elliott, his wife, through Hope H. Barroll, their Solicitor, shows unto your Honors:

(1) That under the last Will and Testament, and the Codicils thereunto annexed, of Mary Elliott Howard, deceased, bearing date the 18th. day of July, 1916, she devised unto William Ritchie Elliott, and his wife, Eloise Elliott, jointly, the property and home now occupied by them at Chestertown, Maryland, in trust, for life to have the use and benefit thereof; in case of the death of either of them the survivor shall have the use and benefit thereof during his or her lifetime, and upon the death of the survivor such property shall vest in fee simple to the children of the said William Ritchie Elliott and his wife, Eloise Elliott, and in case of the death of any such children the interest of the deceased child shall vest in its or their descendants, if any; as will appear by a duly certified copy of the said last Will and Testament of the said Mary Elliott Howard an authenticated copy of which, in accordance with the acts of Congress, duly made and probated is on record in the Orphans Court of Queen Anne County, Maryland, and a duly certified copy of said record is filed herein and prayed to be taken as a part hereof, which are makred respectively "Plaintiffs Exhibit No. 1".

(2) That the said land mentioned in the said last Will of Mary Elliott Howard, as will appear by the 13th. paragraph thereof, as a home now occupied by them in Chestertown, Maryland, and which was conveyed to them in trust for life, according to the terms of the said paragraph of the said Will, in point of fact, lies opposite Chestertown, across the Chester River in Queen Anne County, Maryland.

(3) And the said property is fully described by a deed bearing date the 12th. day of March, 1913, from L. Bates Russell and wife, to the said Mary Elliott Howard, duly executed, acknowledged and recorded in Liber W. F. W. No. 2, Folios 222, one of the Land Record Books for Queen Anne County aforesaid, a copy of which is filed with this Bill of Complaint and prayed to be taken as a part hereof as fully as if the same were at length set forth herein.

(4) And your Orators show that at the present time they have the following children, namely, Mary Charlotte Elliott, who was born March 31st. 1913, and Martha Louise Elliott, who was born February 2nd. 1916,. That these two children are infants and are the only children at present living, the issue of the said Plaintiffs in this Cause, and as such infants under the Will of the said Mary Elliott Howard upon the death of the Plaintiffs in this Cause, are each entitled to an undivided fee simple interest in and to the said farm or tract of land in Queen Anne County aforesaid.

(5) And your Orators show unto your Honors that they occupied the said property in Queen Anne County in the State of Maryland, but although they did everything possible to make a living thereon they could not do so and because of their financial condition they were obliged to remove to King's Park, Long Island, N. Y. and that they have rented the said property, but the net proceeds thereof amount to a very small sum of money, not nearly sufficient even for the support of their infant children; that the said property lies on the State Road running from Chestertown to Centreville, and is about one half (1/2) mile from the Chestertown end of Chester River Bridge; that at the present time they believe it is possible to sell the property for a reasonable sum and conserve the proceeds thereof, and from proper investments save the same from total loss.

(6) That as the land is a very light, sandy soil and the buildings could not be divided into two equal shares of equal value with any land attached thereto because the entire remainder of the farm would be less valuable than a small portion of only several acres attached to the buildings, and it would be impossible to divide the same among those having shares therein as life tenants or as remaindermen without material loss or injury to those interested in same; that it is, therefore, to the benefit and advantage of each of the persons named to have the same sold and the fund invested by this Honorable Court and then paid over to those who may be entitled to the same. Otherwise, if the land remain in the hands of tenants it will deteriorate in value and is not now so valuable as it was in 1922 when your Orators were compelled to abandon and leave it in the hands of a tenant in no wise related to or interested in the minor children entitled to shares in the same.

Wherefore your Orators show unto your Honors that it is to the benefit and advantage of all the parties interested to have the said real estate sold and the proceeds invested under the care and custody of this Honorable Court.

To the end, therefore:

- (a) That a decree may be passed for the sale of the said real estate.
- (b) That the proceeds of the said sale may be distributed between your Orators and the said defendants, Mary Charlotte Elliott and Martha Louise Elliott, according to their respective rights and interests.
- (c) That your Orators may have all and 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 Mary Charlotte Elliott and Martha Louise Elliott, all of whom will be within the jurisdiction of this Court so that they may be summoned by the Sheriff of Queen Anne County, commanding them to be and 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.

As in duty bound will ever pray, &c.

Filed May 6th. 1924.

Hope H. Barroll,

Sol. for Pltffs.

PLAINTIFF'S "EXHIBIT #1".
Filed May 6th. 1924.

THE STATE OF TEXAS, |
COUNTY OF BEXAR. |

KNOW ALL MEN BY THESE PRESENTS.

That I, Mary Elliott Howard, being of sound and disposing mind and memory, do hereby make, publish and declare these presnets as my last will and testament, hereby revoking any and all wills at any time heretofore made by me.

1st. I desire that all my just debts, if any, and funeral expenses shall be first paid.

2nd. I give, devise and bequeath to the Right Reverend Bishop J. W. Shaw, as Bishop of San Antonio, of the Roman Catholic Church, and to his successors in office, the sum of One Thousand (\$1000.00) Dollars, to be loaned by him at the highest rate of interest consistent with safety, and the proceeds thereof, or so much as may be necessary for the purpose to be used in keeping my cemetery lot in San Fernando Cemetery (Catholic) in San Antonio, Texas, in good condition, having the same attended to, the grass and shrubbery watered, also the tombstone and monuments kept in good condition and repaid and replaced whenever necessary, and for that purpose to use the whole or any part of the capital as in his judgment from time to time deemed fit. Any surplus income remaining annually may be used as he sses fit for any other purpose.

3rd. I give, devise, and bequeath to the Reverend J. H. Quinn, as Rector of St. Mary's Catholic Church, San Antonio, Texas, and to his successors in office, the sum of One Hundred Dollars (\$100.00), and he shall as soon as convenient say or have said one hundred (100) masses for the repose of my soul; and I also give, devise and bequeath unto the said Reverend Quinn, as Rector as above, my diamond cross, the same to be used by him as a decoration of the chalice donated by the women of St. Mary's Parsonage, and be encrusted thereon.

4th. I give, devise and bequeath to Mary Stevenson, No. 416 Nashville Avenue, New Orleans, Louisiana, the sum of Two Thousand Dollars (\$2,000.00), to be paid to her by my executor as soon as same can be done without material loss or sacrifice.

5th. I give, devise and bequeath unto Lee Dunn, daughter of Bernard Dunn, of New Orleans, Louisiana, the sum of Five Hundred Dollars (\$500.00).

6th. I give, devise and bequeath to Eleanor Bergstrom Estes, wife of Z. N. Estes, of Memphis, Tennessee, my diamond ear rings,.

7th. I give, devise and bequeath to Eleanor Elliott Bergstrom, wife of Oscar Bergstrom, of New York, the portraits of her grandfather and of her uncle, John Elliott.

8th. I give, devise and bequeath unto William Ritchie Elliott, of Chestertown, Maryland, the portrait of his grandmother, Eleanor Elliott.

9th. I give, devise and bequeath to the Right Reverend J. W. Shaw, Bishop, of the City of San Antonio, of the Roman Catholic Church, and to his successors in office, the sum of Five Thousand (\$5,000.00) Dollars, to be used by him in the education of

young men for the Priesthood in the Catholic Church for service in the Diocese. This bequest of Five Thousand Dollars (\$5,000.00) is to be paid only when realized out of the principal of Twenty Two bonds of the Citizen's Ice Company, dated Jan. 2, 1914, each being for Five Hundred (\$500.00) Dollars due January 2, 1919, and eleven bonds of the New Process Laundry Company for Five Hundred Dollars each, dated October 1, 1913, due October 1, 1918, which I now hold and own, and out of the principal of said securities when realized, this bequest of Five Thousand Dollars (\$5000.00) is to be paid, whether such principal is realized by me during my life time or by my executors after my death. And if such securities or any part thereof are still a part of my estate after my death my executors are requested to use their best judgement in realizing on said securities and paying this bequest or any part thereof as has been or may be realized.

10th. I give, devise and bequeath to the San Antonio Loan & Trust Company, of San Antonio, Texas, and to its successors in this trust, the sum of Five Thousand Dollars (\$5000.00), to be held and invested by the said Trustee from time to time at the highest obtainable interest consistent with safety, and to pay the income thereof to my cousins, Mrs. Victoria O'Keefe, and her daughter, Mary O'Keefe, No. 364 Magazine Street, New Orleans, Louisiana; such income to be paid to them annually as near as may be in monthly installments during their lives. Upon the death of either of them the entire income to be paid to the survivor, and upon the death of the survivor the said Five Thousand Dollars (\$5000.00) in principal shall revert to and become a part of my estate and be divided as hereinafter set out for the disposition of my residuary estate among the residuary legatees; William Ritchie Elliott, Eloise Foster Elliott, Kate V. Elliott and Eleanor Bergstrom, and their descendants.

11th. I give, devise and bequeath unto Kate V. Elliott, of No. 523 S. Milo Street, New Orleans, Louisiana, the premises occupied by her at said number on Milo Street, New Orleans, being a lot with the improvements thereon; the said property to be held by the said Kate V. Elliott during the term of her natural life, and upon her death the same shall become the property of and vest in her son, William Adams, in fee simple, and in case of his death before the death of the said Kate V. Elliott then the said property shall vest in the children and descendants of her son, the said William Adams. The said property shall be included in and be a part of the residuary estate of which she is hereinafter given a third interest, and the same shall be charged against her said third interest at the price of Thirty-Three Hundred Dollars (\$3300.00).

12th. I give, devise and bequeath unto Edward Adams, son of Kate V. Elliott, the lot and improvements occupied by him at No. 135 S. Telemachus Street, in New Orleans, Louisiana; said property also to be considered as a part of my residuary estate of which the said Kate V. Elliott is to receive a third and is to be charged up against her third interest at the price of Three Thousand Dollars (\$3000.00).

13th. I give, devise and bequeath unto William Ritchie Elliott and his wife, Eloise Elliott, jointly, the property and home now occupied by them at Chestertown, Maryland, in trust, for life, to have the use and benefit thereof. In case of the death of either of them the survivor shall have the use and benefit thereof during his or her lifetime, and upon the death of the survivor such property shall vest in fee simple in the children of the said William Ritchie Elliott and his wife, Eloise Elliott, and in case of the death of any such children the interest of the deceased child shall vest in its or their descendants, if any.

14th. All the remainder and residue of my estate of any kind and nature, whether real or personal, that I may be possessed of or entitled to, by gift, devise, or descent, I hereby give, devise and bequeath to the San Antonio Loan & Trust Company, of San Antonio Texas, upon the following trusts and conditions;

They shall use their best judgement, and in their discretion, to convert every property of every kind into cash or its equivalent. Shall pay over to Eleanor Bergstrom Estes, of Memphis, Tennessee, one third thereof, including in such estimate the value of the real estate bequeathed to William R. Elliott, Eloise Elliott, Kate V. Elliott and Edward Adams. Out of the remaining two thirds the said Trustee shall pay to William Ritchie Elliott and his wife, Eloise Elliott, the sum of Two Thousand Dollars (\$2000.00) for their free use and benefit and shall pay to Kate V. Elliott, of New Orleans, Louisiana, the sum of Two Thousand Dollars (\$2000.00) for her use and benefit; and the remainder of said two-thirds the said Trustee shall invest and loan from time to time as in its discretion they may deem best to realize the highest income thereon consistent with safety, and the annual income thereon they shall pay as nearly as may be in monthly installments, one half to William Ritchie Elliott, and his wife, Eloise Elliott, and one half to Kate V. Elliott. The income paid to the said William Ritchie Elliott and his wife shall continue during their natural lives, and in case of the death of either of them then such income shall be paid one half to the survivor and one half to their child or children, in equal proportions; and to Kate V. Elliott shall continue during her natural life. Upon the death of both William Ritchie Elliott and his wife, Eloise Elliott, the remainder of the one-third herein devised to them shall vest in their child or children, and in case of the death of any of them shall vest in their child or children or their descendants, if any, and in case any such or children are without issue and have died, the entire devise shall vest in the remaining child or children of the said William Ritchie Elliott and Eloise Elliott; - In case of the death of Kate V. Elliott the remainder of her one third herein devised to her shall immediately vest in her children, William Adams and Edward Adams, share and share alike, and in case of the death of either of them such interest shall vest in their children or descendants, if any.

15th. I hereby nominate, constitute and appoint as the executors of this my last will and testament, the San Antonio Loan & Trust Company, of San Antonio, Texas, and I direct that no bond or other security be required of them as such executor, and that they act independently of the probate or any other court, and that no action be taken upon this

will or in my estate in such court or in any probate court except the return and approval of an inventory and appraisement of my said estate.

IN TESTIMONY WHEREOF I hereunto set my hand, this the 18th of July, A. D. 1916, in the presence of the subscribing witnesses, who signed the same in my presence, at my request, and in the presence of each other.

MARY ELLIOTT HOWARD.

The above and foregoing instrument is now here subscribed by Mary Elliott Howard, the testatrix in our presence and in the presence of each other, and she declared the same to be her last will and testament, this the 18th day of July, A.D. 1916.

F. Paschal.

Oscar B. Bergstrom.

Josephine Dillon.

State of Texas

County of Bexar.

Know all men by these presents, that I, Mary Elliott Howard, hereby make, publish and deliver this codicil and addition to my last will and testament dated 18th day of July, 1916, signed in the presence of the witnesses F. Paschal, Oscar B. Bergstrom and Josephine Dillon and hereby revoke any and all other codicils I may have made to said will, leaving said will and this codicil as my last will and testament.

1. I hereby direct and desire that my Executor pay out of any of my funds as soon as available, the following sums to the following parties:

1. To Mrs. Lottie Ritchie now living in Washington, D. C. the sum of Five Hundred Dollars (\$500.00).

2. To Mrs. Elsie Gallagher, Conroy, wife of Thos. L. Conroy, the sum of Five Hundred Dollars (\$500.00).

3. To Mrs. Kate Nolan Graves the sum of Five Hundred dollars (\$500.00).

4. To Ethel Murphy-Gardner Tobin, oldest daughter of W. C. and Ethel Murphy Tobin the sum of One Hundred Dollars.

Witness my signature in the presence of the three subscribed witnesses, each of whom now sign this instrument at my request, in my presence, and in the presence of each other, I having signed the same at the same time in all their presence, this, the 23rd. day of August, 1916.

The name "Murphy" appearing in the Fourth bequest in this codicil having been changed to "Gardner" before signing.

MARY ELLIOTT HOWARD.

We, the undersigned, sign this Will as witnesses at the request of Mrs. Mary Elliott Howard in her presence, she having signed the same in our presence, and each of us at the same time signing in the presence of each other, this 23rd day of August, 1916.

Ella Campbell.

Josephine Dillon.

Chas. W. Pickard.

State of Texas.

County of Bexar.

Know All men by these presents, that I, the undersigned, having given Mrs. Lottie Ritchie the sum of five hundred dollars (\$500.00)

Therefore I now cancel and annul the bequest of five hundred dollars (\$500.00) made to her in the foregoing codicil made the 23rd day of Aug. 1916, and in all particulars other than said provisions of said codicil contained in my will dated July 18th. 1916, and in said codicil dated Aug. 23rd. 1916, I hereby reaffirm and republish as my last will and testament.

In testimony whereof witness my hand on this, the 3rd day of February, 1917.

MARY ELLIOTT HOWARD.

The foregoing will and codicil was signed by Mary E. Howard on this the 3rd day of Feby. 1917, and we sign the same as witnesses at her request in her presence and in the presence of each other.

Oscar B. Bergstrom.

M. F. Durst.

State of Texas.

County of Bexar.

Know all men by these presents, that I, The undersigned having by the 9th clause of my foregoing will provided for a legacy of Five thousand dollars (\$5000.00) to Reve. J. W. Shaw, Bishop, of San Antonio, for the purposes therein specified. I now desire that the amount named shall be twenty five hundred dollars (\$2500.00) instead of five thousand dollars (\$5000.00) in all other respects said clause in my will dated July 18th. 1916, as well as all other provisions of said will and the codicils thereto dated respectively August 23rd. 1916, and February 3rd. 1917, shall remain in full force and effect as my last will and testament.

In testimony whereof witness my hand this, the 10th day of May, 1917, signed in the presence of the undersigned witnesses who sign the same at my request and in my presence.

Mary E. Howard.

The foregoing will and codicil was signed by Mary E. Howard on this, the 10th day of May, 1917, and we sign the same as witnesses at her request in her presence and in the presence of each other.

Margaret Bragg.

Oscar B. Bergstrom.

Filed this 17th day of Oct. A. D. 1918.

Frank R. Newton.

Clerk, County Court, Bexar County, Texas.

By T. W. Massey, Deputy.

No. 9529.

In the Matter of the Estate of
Mary Elliott Howard,
deceased.

(In the County Court
of Bexar County, Texas.
) For Probate Matters.

On this 14th day of January, 1919, came on to be heard the application of the San Antonio Loan and Trust Company for the probate of the last will and testament of Mary Elliott Howard now produced in open court and for Letters Testamentary to said applicant, whereupon the following evidence was introduced;

The testimony of Oscar B. Bergstrom, F. Paschal, Josephine Dillon, Ella Campbell, M. F. Durst, and Margaret Bragg, statements of which are filed in this cause.

And said testimony having been heard by the Court, and it appearing to the court that the original of said testimony, consisting of a will and three codicils thereto, has been duly filed for probate herein; that the said Mary Elliott Howard duly executed said will on the 18th day of July, 1916, and the first of said codicils on the 23rd day of August, 1916, the second of said codicils on the 3rd day of February, 1917, and the third of said codicils on the 10th day of May, 1917, . That she was at the date of the execution of each of said instruments over twenty-one years of age and of sound mind. That she died on October 8th. 1918, and at the date of her death was a resident of and had her domicile in Bexar County, Texas. That citation herein has been duly served and returned in the manner required by law. That four years have not elapsed since her death. That said will and codicils were executed by her with all of the formalities and under the circumstances required by law for a valid will, and that the same have never been revoked by her. That said will appointed the San Antonio Loan & Trust Company, a corporation duly incorporated under the laws of Texas, having its office in San Antonio, Texas, executor of said will and estate, and directed that no security be required of it as such executor, and that no action be had in the Probate Court in the settlement of said estate, except the probate of said will and the return of an inventory and appraisement as required by law.

And it further appearing to the court that said company has full power and authority to act as such executor and is not disqualified by law from accepting such

Letters Testamentary,

And it appearing from the evidence in this cause that said will should be admitted to probate;

It is therefore ordered, adjudged and decreed that said last will and said three codicils be and the same are hereby probated as together constituting the last will and testament of the said Mary Elliott Howard, and it is ordered that the same, together with the application for probate thereof, and the testimony of the above witnesses, be recorded in the Minutes of this Court.

And it is further ordered, adjudged and decreed that Letters Testamentary be issued to The San Antonio Loan and Trust Company as independent executor of this estate, without bond, upon said executor taking the oath required by law.

And it is further ordered, adjudged and decreed that upon the taking of such oath said executor shall file an inventory and appraisement of the estate of said decedent and proceed to administer said estate as provided by said will and codicils.

It is further ordered that Joe S. Newton, T. D. Anderson and Alfred Duerler, citizens of Bexar County, Texas, and persons disinterested in said estate, or any two of them, be and they are hereby appointed to appraise the estate of said decedent and make due return of their appraisement into this court.

"Subject to Rights of Any Person in Active Service of the U. S. Government."

J. R. Davis.

County Judge of Bexar County, Texas.

In the Matter of the
Estate of Mary Elliott
Howard, deceased.

} In the County Court
} of Bexar County, Texas.
} For Probate Matters.

Before me, the undersigned, authority, personally appeared Wm. L. Herff, President of The San Antonio Loan and Trust Company, and made oaths as follows:

I do solemnly swear that the writing which has been offered for probate is the last will of Mary Elliott Howard, so far as I or said Company know or believe, and that said Company will well and truly perform all the duties of Executor of said Will of the Estate of said deceased.

Wm. L. Herff.

(SEAL)

President of The San Antonio Loan and Trust Company.

Subscribed and sworn to before me, this 14th day of January, A. D. 1919.

Annie T. Connors.

Notary Public in and for Bexar County, Texas.

(SEAL)

Filed This 14 day of Jany. A. D. 1919.

Frank R. Newton.

Clerk County Court, Bexar County, Texas.

By Joe McClellan, Jr., Deputy.

CERTIFICATE.

THE STATE OF TEXAS.

COUNTY OF BEXAR.

I, Frank R. Newton, Clerk of the County Clerk of Bexar County, Texas, do hereby certify that the foregoing is a true and correct copy of the Last Will and Testament, Order Probating Will and Oath of Executor, in the Matter of the Estate of Mary Elliott Howard, deceased, as the same appear of record in the Probate Minutes of Bexar County, Texas.

IN TESTIMONY WHEREOF witness my hand and official seal at office in San Antonio, Texas, this 3rd day of April, A. D. 1919.

Frank R. Newton.

Place of Seal.

Clerk County Court, Bexar County, Texas.

THE STATE OF TEXAS.

COUNTY OF BEXAR.

I, J. R. Davis, Judge of the County Court in and for Bexar County, Texas, do hereby certify that said Court is a Court of Record and that Frank R. Newton is the Clerk thereof, and that the above and foregoing is his genuine signature and that the attestation is in due and legal form and is entitled to all due credit as such.

IN TESTIMONY WHEREOF, witness my hand and the seal of said Court, at office in the City of San Antonio, this, the 3rd day of April, A. D. 1919.

J. R. Davis.

Seal Place.

County Judge of Bexar County, Texas.

THE STATE OF TEXAS.

COUNTY OF BEXAR.

I, Frank R. Newton, Clerk of the County Court in and for Bexar County, Texas, do hereby certify that the County Court is a Court of Record and that J. R. Davis is the Judge thereof and that the above and foregoing is his genuine signature and that his attestation is in due form and is entitled to all due credit as such.

IN TESTIMONY WHEREOF witness my hand and official seal at office in the City of San Antonio, this 3rd day of April, A. D. 1919.

Frank R. Newton.

Seal Place.

Clerk County Court, Bexar County, Texas.

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 foregoing is a true copy of the Record of an exemplified copy of the last will and testament of Mary Elliott Howard, of Bexar County, State of Texas, with Codicils thereto attached as filed and passed in this office on April 14th, 1924, and recorded in Liber W. T. B. No. 2, folio 40 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 21st. day of April, 1924.

Wm. T. Bishop.

Register of Wills for Queen Anne's County,
Maryland.

PLAINTIFF'S "EXHIBIT #2".
Filed May 6th. 1924.

#3630. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the tenth day of April, in the year nineteen hundred and thirteen, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twelfth day of March, in the year nineteen hundred and thirteen, by L. Bates Russell and Lola K. Russell, his wife, both of Chestertown, County of Kent, in the State of Maryland, to Mrs. Mary Elliott Howard, of San Antonio, State of Texas.

WITNESSETH: that for and in consideration of the sum of Five thousand dollars, lawful money of the United States, paid, the receipt of which is hereby acknowledged, the said L. Bates Russell and Lola K. Russell, do hereby grant, bargain se., and convey unto the said Mrs. Mary Elliott Howard, her heirs and assigns, in fee simple, forever, all that tract of land and premises lying and being in the second election district of Queen Anne's County, State of Maryland, on the south west side of the state road leading from Chestertown to Church Hill, adjoining the lands of Mrs. S. A. Copper, Mrs. Emma Klinefelter, Mrs. Felix Zeizel and Harry P. Skipper:

Beginning for the same in the middle of said State road at a point in a line with a concrete block which is placed on the south side of said road sixteen and one half feet from the middle of said road, on a line between this property and the land of the aforesaid Zeizel, and running with the Zeizel and Klinefelter lands south twenty degrees seventy one and seventy five hundredths perches to a concrete block at the corner of the said Copper land, thence with the line of the Copper land south fifty nine degrees west, one hundred and six and four tenths perches to a concrete block in the middle of a road twelve feet wide, said road being an outlet for the Copper and Klinefelter lands; thence with the middle of said road north nineteen degrees and thirty minutes west, sixteen and nine tenths perches to a concrete block in the middle of the road leading from the buildings on the Skipper land now occupied by Harry P. Skipper to the said State road,

said Skipper road being eighteen feet wide; thence with the middle of this this eighteen feet road north forty six degrees and thirty minutes east, twenty nine and thirty three hundredths perches in the middle of and at the bend in said road, thence with the middle of said road north nineteen degrees and thirty minutes east, ninety nine perches to the middle of aforesaid State Road, and opposite a concrete block placed on the south side of said State road, sixteen and a half feet from the centre thereof, thence south seventy degrees and fifteen minutes east nineteen and sixty seven perches to the place of beginning, containing thirty two acres, six perches of land, more or less, being the same land that was conveyed to the said L. Bates Russell by Jacob S. Long and Mary E. Long, by deed bearing date of the twenty seventh day of September, in the year nineteen hundred and eleven, and duly recorded in Liber S. S. No. 10, folio 417, etc., a land record book of the said Queen Anne's County.

Together with the improvements thereon and the rights, ways and appurtenances thereto belonging or in anywise appertaining.

And the said L. Bates Russell and Iola K. Russell do hereby covenant with the said Mrs. Mary Elliot Howard that they will warrant specially the hereby conveyed lands and premises, free of all incumbrances, and will execute such further assurances as may be requisite to perfect the title thereto.

Witness their hands and seals the day hereinbefore first written.

Witness: Jesse B. Burchinal.

L. Bates Russell (SEAL)

Iola K. Russell (SEAL)

State of Maryland, Kent County, to wit:-

I hereby certify that on this twelfth day of March, in the year nineteen hundred and thirteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, aforesaid, personally appeared L. Bates Russell and Iola K. Russell, his wife, and each acknowledged the foregoing to be their respective act.

Notary
Public
Seal.

Jesse B. Burchinal, N.P.

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

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W. No. 3, folio 222 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 eighteenth day of April, in the year nineteen hundred and twenty four.

B. Hackett Turner, Clerk.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
Filed May 26th. 1924.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND.
TO

Mary Charlotte Elliott, 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 June next, to answer the complaint of William Ritchie Elliott, Eloise Elliott 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, 1924.
Issued the sixth day of May, in the year 1924.

B. Hackett Turner, Clerk.

Hope H. Barroll.
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.

And on the back of the foregoing Writ was the following endorsement, to wit:

"I hereby certify that on this 16th. day of May, 1924, I read the within writ to the defendant, Mary Charlotte Elliott, an infant therein named, and delivered a copy of same in the town of Centreville at the Railroad Station to her Mother, Elliose Elliott, who had charge of the said infant at the time.

So answers

T. F. Seward,

Sheriff of Queen Anne County, Maryland.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER.
Filed May 26th. 1924.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place.

THE STATE OF MARYLAND.

TO

Martha Louise Elliott, 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 June next, to answer the complaint of William Ritchie Elliott-Eloise Elliott 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, 1924.
Issued the sixth day of May, in the year 1924.

B. Hackett Turner, Clerk.

H. H. Barroll.
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.

And on the back of the foregoing Writ, was the following endorsement, to wit:

"I hereby certify that on this 16th. day of May, 1924, I read the within writ to the defendant, Martha Louise Elliott, an infant therein named, and delivered a copy of same in the town of Centreville at the Railroad Station to her Mother, Elliose Elliott, who had charge of said infant at the time.

So answers

B. Frank Seward.

Sheriff of Queen Anne County, Maryland.

ANSWER & CONSENT OF GEORGE D.
LOFLAND TO USE OF NAME AS GUARDIAN
AD LITEM.
Filed June 3rd. 1924.

William Ritchie Elliott,	:	No. 2539 Chancery
Eloise Elliott, his wife,	:	In the Circuit Court for
	:	
vs.	:	Queen Anne County,
	:	
Mary Charlotte Elliott,	:	Maryland.
Martha Louise Elliott,	:	
Infants.	:	In Equity.
	:	

The joint and several answer of Mary Charlotte Elliott and Martha Louise Elliott, infant Defendants, in the above entitled cause by George D. Lofland, their Guardian ad litem duly appointed by Order of this Court to the Bill of Complaint of William Ritchie Elliott and Eloise Elliott, his wife, against them and others in this Court exhibited, says that:

These Defendants being infants can not admit any of the matters and things in said Bill alleged, and submit their rights thereunder to the protection of this Court.

And as in duty bound &c.

Geo. D. Lofland.
Guardian ad litem.

PETITION FOR THE APPOINTMENT
OF GEORGE D. LOFLAND AS GUARDIAN
AD LITEM AND ORDER OF COURT
THEREON GRANTING PETITION.
Filed June 3rd. 1924.

William Ritchie Elliott, : No. Chancery
Eloise Elliott, his wife, :
vs. : In the Circuit
 : Court for Queen Anne
 :
Mary Charlotte Elliott, : In Equity.
Martha Louise Elliott. :
 :

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of William Ritchie Elliott and Eloise Elliott, Plaintiffs in the above entitled cause through Hope H. Barroll, Solicitor, respectfully represents-

That Mary Charlotte Elliott and Martha Louise Elliott, who are infant Defendants in the above entitled cause have been duly summoned but being infants they cannot answer and defend this suit for themselves.

Your Petitions therefore pray your Honors to appoint a guardian ad litem to appear, answer and defend the said infants.

As in duty bound, &c.,

Hope H. Barroll,
Solr. for plttf. Infants.

I hereby consent that my name shall be used as guardian ad litem for the above named Mary Charlotte Elliott and Martha Louise Elliott, infant Defendants in this cause.

Geo. D. Lofland,
Guardian ad litem.

Ordered this 30th. day of May, 1924, by the Circuit Court for Queen Anne County, Maryland, upon the foregoing Petition that George D. Lofland be and he is hereby appointed guardian ad litem to appear, answer and defend for Mary Charlotte Elliott and Martha Louise Elliott, infant Defendants in this cause.

Filed June 3rd. 1924.

Lewin W. Wickes.

ORDER OF JOHN W. BARROLL
TO ANSWER HIS APPEARANCE
FOR GEO. D. LOFLAND.
Filed July 14th. 1924.

William R. Elliott, et al., :
vs. : No. Chancery
 :
Mary Charlotte Elliott, : In the Circuit Court for
et al. : Queen Anne County,
 : Maryland,
 : In Equity.

E. Hackett Turner, Esq.,

Please enter my appearance for George D. Lofland, Guardian ad litem for infant Defendants. Says:

John W. Barroll,
Solicitor &c.

INTERLOCUTORY DECREE.
Filed July 15th. 1924.

William Ritchie Elliott,
Eloise Elliott, his wife,

vs.

Mary Charlotte Elliott,
Martha Louise Elliott,
Infants.

" No. 2539 Chancery.
" In the Circuit Court for
" Queen Anne County, Maryland.
" In Equity.
"

The Defendants, Mary Charlotte Elliott and Martha Louise Elliott, Infants, having been duly summoned to appear to the Bill of Complaint, and George D. Lofland, having been appointed their Guardian Ad Litem, but the Defendants being infants cannot answer the Bill of Complaint and defend their rights in the premises, it is necessary to apply to this Honorable Court and ask for an Interlocutory Degree to authorize the taking of testimony to prove the allegations in the Bill of Complaint.

It is thereupon, this 14th. day of July, 1924, by the Circuit Court for Queen Anne County, Maryland, adjudged, ordered and decreed that the Plaintiffs are entitled to relief in the premises; but as it does not appear to what relief the Plaintiffs are entitled it is further adjudged and ordered that leave be granted to the Plaintiffs to take testimony before any one of the Standing Examiners of this Court to support the allegations of the Bill.

And since the parents of the infant Defendants allege that they can visit Chestertown with less expense and loss of time than if they go to Centreville, leave is hereby granted that such testimony as may be necessary to support the allegations of the Bill may be taken before Herbert E. Perkins, one of the Examiners of the Circuit Court for Kent County, Maryland, on such date as he and the parties of this suit may agree upon.

Thomas J. Keating.

TESTIMONY.
Filed July 28th. 1924.

William R. Elliott,
et al.,

vs.

Mary Charlotte Elliott,
et al.

: No. 2539 Chancery.
: In the Circuit Court for Queen
:
: Anne County,
:
: Maryland.

TESTIMONY TAKEN UNDER THE BILL IN EQUITY.

I, Herbert E. Perkins, an Examiner of the Circuit Court for Kent County, in the State of Maryland, acting under an order filed in this cause on July 15th. 1924, for the reasons set forth therein in order to save expense and the loss of time of witnesses who live in Chestertown or close thereto, while Centreville is 15 miles away, I was requested by Hope H. Barroll, Solicitor for the Plaintiffs in this cause, William Ritchie Elliott being one of the Plaintiffs and the father of the infant children and he being present, I administered to him the usual oath that the Testimony he would give in this cause be true and in accordance with the facts recited by him.

Please state all you know about the facts in this cause as recited in the Bill of Equity.

My name is William Ritchie Elliott. My wife's name is Eloise Foster Elliott. We have two children, Mary Charlotte Elliott and Martha Louise Elliott, both of whom are infants. My wife and my children reside with me at our home at King's Park, Long Island, New York. I have come down here solely to testify in this case. The eldest of our two children is Mary Charlotte Elliott, the youngest is Martha Louise Elliott. At our request the Court appointed Mr. George D. Lofland, Guardian ad litem for the purpose of defending this suit. The name of my wife's aunt was Mary Elliott Howard. She left a last will and testament, a copy of which is filed among the papers of this Court and marked "Exhibit No. 1". By the terms of the said Will she devised unto my wife and myself, jointly, the property and home once occupied by us at Chestertown, Maryland, in trust for life, to have the use and the benefit thereof. In the case of death, then either of the survivors should have the use and benefit thereof during his or her lifetime. Upon the death of such survivor the property should vest in fee simple in our children and in case of the death of any such children the interest of the deceased child should vest in it's or their descendants, if any. All of which will duly appear by an authenticated copy of the said Will to which reference is hereby made and which we ask shall be taken as fully as if it were set out in my answer or in the Bill of Complaint.

The Will described the property as situated in Chestertown, but Mrs. Howard resided in Texas and had never seen the property. Our Postoffice was Chestertown, Maryland, and in her will she described the property, which, at the date of her will, was occupied by us, as lying in Chestertown, Maryland. She had no property in Chestertown, Maryland, and we occupied none. The property, in point of fact, lies opposite Chestertown, across Chester River, in Queen Anne County, Maryland, and scarcely one mile from the heart of Chestertown, on the West side of the public road leading from Chestertown to Centreville, which is now a State Road having recently been built. It is the same property which is described in a deed of March 12th. 1913, from L. Bates Russell and wife to said Mary E. Howard, duly executed, acknowledged and recorded in Liber W.F.W. No. 2, Fols. 222, &c., one of the Land Record Books for Queen Anne County, a copy of which is filed with my testimony as well as with the Bill of Complaint, and I ask that it be taken as a part of my testimony as fully as if I read it aloud and it was at length set forth herein.

This witness states that at the present time he and his wife have only the following children, Mary Charlotte Elliott, who was born March 31st. 1913, and Martha Louise Elliott, who was born February 2nd. 1916. That these two children are infants and are the only children at present living the issue of the said Plaintiffs in this cause, and as such infants under the Will of the said Mary E. Howard, upon the death of each of the Plaintiffs are entitled to an undivided fee simple interest in and to the said farm or tract of land in Queen Anne County aforesaid.

I desire to state that my wife and family together with myself occupied the said property in Queen Anne County in the State of Maryland in full view of Chestertown, but although we did everything possible to make a living thereon we could not do so and because of our financial condition we were obliged to remove elsewhere. At present we are residing at King's Park, Long Island, . My opinion is that this property is worth and should bring at public sale from \$4000 to \$4500. While out of condition somewhat the purchaser could put it in condition for future use and then it will be much more likely to be kept in repair if the owner occupies it. We have rented the said property in Queen Anne County, Maryland, but the net proceeds thereof amount to a very small sum of money, not even sufficient for the support of our infant children. The said property, by reason of fact that it is in the hands of a tenant, is deteriorating rapidly. We understand that the paint has been practically worn off by the weather. The nail holes have enlarged through wear and tear and many of the clapboards are loose. While it is possible we believe to sell at present for a reasonable sum and conserve the proceeds thereof and by means of proper investment save the principal sum from total loss, it is best to do so.

The land on this place consists of about 32 or 33 acres. It is very light and sandy. It is and was not productive, or sufficiently productive to support the Plaintiffs and their family; that the buildings on the said farm could not be divided into two equal shares of equal value with any portion of the land attached thereto or into three or four shares because the entire remainder of the farm would be less valuable than a very small part if attached to the buildings. It would be impossible to divide the same among those having shares therein as life tenants or as remaindermen without material loss or injury to those interested in same. This witness and his wife have abandoned all thought of ever occupying the place again. It's inaccessibility to their present home makes it impossible for them to give it due and proper oversight. The present condition of the buildings plainly shows that in a very few years it will be practically worthless. In my opinion, therefore, it is to the benefit and advantage of each of the persons named, the Plaintiffs and Defendants, to have the same sold and the fund invested by this Honorable Court and eventually paid over to those who may be entitled to the same and by whom it may be claimed as distributees. If the land remains in the hands of tenants it will deteriorate in value and is now not nearly so valuable as it was in 1922 when the Plaintiffs and their family were compelled to abandon and leave it in the hands of a tenant in no wise related to or interested in the minor children entitled to shares in this estate.

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large your answer.

Answer: Nothing more.

Test; H. E. Perkins.

Wm. R. Elliot.

William T. Bramble, a witness of lawful age and competent to testify, having been adduced before me as a witness in behalf of the Plaintiffs and after having first been duly sworn, deposes and says as follows:

I reside across the Chester River in Queen Anne County. I live on my own property, nearly opposite the place owned by Mr. and Mrs. William Ritchie Elliott and have lived in Queen Anne County for 11 years. My business during this period has constantly taken me to Chestertown. Mr. William R. Elliott and his wife, Eloise Foster Elliott, are well-known to me and I saw them frequently while they lived on their place near my own. They had two little girls. I should say when I knew them the oldest was about four years old and the youngest about two or two and one half. I saw them frequently. They would drive to town and I would meet them and always spoke and often had talks with Mr. Elliott. I knew the little children and used to talk to them. Their names are Martha Louise and Mary Charlotte Elliott. The house in which they

lived was built, according to the best of my recollection, about 12 or 14 years ago. The property consists of about 32 acres of land. The soil is very light and in dry seasons it is hard to make it yield. The house is ample for the place. At present it is not in as good condition as it was even when Mr. and Mrs. Elliott left it about five or six years ago. It needs paint very badly. It was in good repair while Mr. Elliott lived on it. I do not recall any repairs being made since he left. I notice that the nail holes in many of the boards on the place have become larged and the boards are loose. The place is rapidly deteriorating. In my opinion it could not be divided into four or even two equal shares of any equal value without material loss and injury to those entitled to shares therein. I say this because the land, in my opinion, is not worth as much as the buildings and the land without the buildings would be worth but little and the buildings without the land would not bring anything like what it cost to erect them. The place could not be divided into four shares of near equal value because three of the shares would have to be taken from the land and the fourth share with the house and buildings would be worth more than the other three shares themselves. I say this because the house with even a small part of the land would be worth very much more than all the rest of the land put together and the smaller piece of the rest of the three-fourths could not be divided into shares of nearly equal value: First, because none of it would have any improvements and secondly because there is no demand at this time for back lots of such a small acreage as these would be for building purposes, and even if there were it is doubtful as all the rest of the land except the one fourth with the buildings would bring as much as the land without the buildings. As I live so near the place, of course, I am acquainted with the buildings, the soil, the location and the improvements. According to my best judgment at the present time, if this entire property were put on the market it would be from \$4000.00 to \$4500.00.

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this, your examination, or the matters in question between the parties? If yea, state the same fully and at large your answer.

Answer: No.

Test: Wm. T. Bramble.

Wm. T. Bramble.

No other witnesses being named or produced, I then, at the request of the Solicitor for the Complainant close the depositions, and herewith return them closed under my hand and seal this 25th. day of July, 1924.

Herbert E. Perkins (SEAL)
Examiner.

Statement of Costs:

William T. Bramble, Witness, one day	\$.75
Abigail Atwell, Stenographer, one day	\$3.00
Herbert E. Perkins, Examiner, one day	4.00
	\$7.75

I hereby certify that the above statement of costs is correct.

Filed July 28th. 1924.

Herbert E. Perkins
Examiner.

ADDITIONAL TESTIMONY.
Filed Oct. 20th. 1924.

William B. Elliott, et al.,	:	No. 2539 Chancery In the Circuit Court for
vs.	:	Queen Anne Co.,
Mary Charlotte Elliott, et al.	:	Maryland.

The above entitled case having been returned for additional testimony and notice having been given me by the Solicitor for the Complainants of a desire to take additional testimony, I, Herbert E. Perkins, one of the standing examiners of said Court, assigned Wednesday, October 15th., 1924, at 2 o'clock P.M. in the office of the Solicitor for the Complainant for the time and place of taking additional testimony, at which last mentioned time and place I attended and proceeded to take the following additional testimony.

William R. Elliott, : No. 2539 Chancery.
 et al., :
 vs. : In the Circuit Court for Queen Anne Co.
 :
 Mary Charlotte Elliott, : Maryland.
 et al. :

TESTIMONY OF WILLIAM T. BRAMBLE.

After closing his testimony at the suggestion of the Court, William T. Bramble was recalled and further testified as follows:

In my opinion this farm could not possibly under the best circumstances, even cultivated by Mr. Elliott, who is not a practical farmer, or by any tenant yield sufficient to pay for the support of his minor children, or indeed any one of them. Mr. Elliott has no expectation of return to Queen Anne County and every one knows in the present condition of renting to tenants land pays too little. This soil is exceptionally light and unless a tenant of unusual ability was secured the rent in some years would not in all probability exceed the taxes, repairs and landlord's expenses. I know about this because my place is not one half mile from it and is in full sight of the Elliott property. In a few years if left as it is now, in my opinion, the place will be practically worthless and those interested in it, Mr. and Mrs. Elliott, as well as the children, would lose the property which could be sold only at the greatest sacrifice. In my opinion, therefore, it would be for the benefit and advantage of each of the persons entitled to interest in the land, the plaintiffs as well as the defendants, in this case, if it could be sold and the fund invested in some safe security so that it would eventually be paid over to those entitled to same under the will of Mrs. Elliott. In my opinion the place is not now worth as much as it was in 1922 when it was abandoned by Mr. and Mrs. Elliott who could not possibly make a living on same. In 4 or 5 years unless a person owns the property who lives on it and attends to it it is hardly likely it would bring \$2000.00, if that much, and the only way to prevent the loss to those interested is by selling it and investing the proceeds.

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large your answer.

Answer: Nothing.

Witness: H. E. Perkins.

Wm. T. Bramble.

No other witnesses being named or produced to me I then closed the depositions and herewith enclose them under my hand and seal, this 15th. day of October, 1924.

Herbert E. Perkins (SEAL)
 Examiner.

STATEMENT OF ADDITIONAL COSTS.

Wm. T. Bramble, witness, one day	.75
Herbert E. Perkins, Examiner, one day	4.00
Abigail Atwell, stenographer, one day	3.00
	<u>7.75</u>

I hereby certify that the above statement of costs is correct.

Herbert E. Perkins,
 Examiner.

DECREE.
 Filed Oct. 20th. 1924.

William R. Elliott,	(	IN THE
Eloise F. Elliott,	)	CIRCUIT COURT
versus	)	FOR
Mary Charlotte Elliott,	)	QUEEN ANNE'S COUNTY,
Martha Louise Elliott.	)	IN EQUITY.

Term, 187

The above cause standing ready for hearing, and being submitted without argument, the Bill of Complaint and all the other proceedings therein having been read and considered,

It is thereupon, this 16th. day of October, in the year 1924, by the Circuit Court for Queen Annes County, in Equity, and by the authority of this Court, ADJUDGED, ORDERED and DECREED, that the property mentioned in the proceedings be sold, that Hope H. Barroll

he and he is hereby appointed Trustee to make said sale, and that the course and manner of these proceedings shall be as follows: he shall first file 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 this Court or the said Clerk, in the penalty of Seven Thousand (\$7000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in such newspaper or newspapers as he shall think proper, of the time, place, manner, and terms of sale, which shall be payable one third cash, the balance in two equal installments payable in twelve and eighteen months from the day of sale; - all purchase money to bear interest from the day of sale and to be secured by the note or notes of the purchaser in a manner satisfactory to the Trustee; - all title papers, including Revenue Stamps, at the cost of the purchaser, 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 these proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's Ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, 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 he shall appear to have discharged his trust.

Lewin W. Wickes.

CERTIFIED COPY OF BOND.
Filed Oct. 23rd. 1924.

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

KNOW ALL MEN BY THESE PRESENTS, that we, Hope H. Barroll and George D. Lofland and John Wethered Barroll, of Kent County, in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of seven thousand (\$7000.00) dollars, (\$7000.00) current money of the United States, to be paid to the State of Maryland aforesaid, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators 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 October, in the year nineteen hundred and twenty four.

WHEREAS, the above bounden Hope H. Barroll was duly appointed Trustee by virtue of a decree of the Circuit Court for Queen Anne's County, Md. to sell the property mentioned in the proceedings in the case of William R. Elliott and Eloise F. Elliott, against Mary Charlotte Elliott & Martha Louise Elliott now pending in said court.

And whereas the said Hope H. Barroll is about to execute the trust reposed in him by the said decree and to offer the property mentioned in the proceedings above mentioned at public sale, but before doing this it is necessary for him to execute a bond in the penalty of Seven Thousand (\$7000.00) Dollars as prescribed by said decree and this bond is executed in pursuance of the decree and order of the Circuit Court for Queen Anne's County, Maryland, therein passed as by reference to same will fully and at large appear.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, Hope H. Barroll 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 shall be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in
the presence of:

Abigail Atwell.

Hope H. Barroll (SEAL)

John W. Barroll (SEAL)

Geo. D. Lofland (SEAL)

I hereby certify the above bond if presented to the Circuit Court for Kent County, Maryland, would be accepted.

Robert R. Ayres, Clerk.

And on the back of the foregoing Bond was thus endorsed, to wit:- Surety approved and Bond filed October 23rd. 1924.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, folio 115 &c., 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 twenty third day of October, in the year 1924.

B. Hackett Turner, Clerk.

TRUSTEE'S REPORT OF SALE.
Filed Dec. 1st. 1924.

William R. Elliot	:	No. 2539 Chancery.
et al.,	:	
vs.	:	In the Circuit Court for Queen
	:	
Mary Charlotte Elliot,	:	Anne Co., Md.
et al.	:::	In Equity.

TRUSTEE'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Hope H. Barroll, Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 16th. day of October, 1924, to make sale of certain real estate therein mentioned, respectfully shows:

That after having given 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 Decree, and after having given 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 County, Maryland, as will appear by a duly certified copy of the said advertisement which is filed herewith and prayed to be taken as a part hereof and marked "Report Exhibit No. 1," precisely as if the same were fully and at length set forth, as on reference to same will more fully and at large appear, he did, pursuant to said notice, attend on the premises of said farm, on the 18th. day of November, in the year 1924, at 11 o'clock A.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said Decree, situated in Queen Anne County, and described as follows: All that valuable farm, situated, lying and being in Queen Anne County in the State of Maryland, near the State Road which leads from Chestertown to Centreville. It contains 32 acres of land, more or less. It is improved by a comfortable frame dwelling house ample for the use of the place and other usual out-buildings. It lies in full view of the Chester River and of Chestertown, being on the Queen Anne side of the river directly opposite the centre of said town.

The land is medium light soil and will grow all sorts of fruit, truck &c. It adjoins the lands of Mrs. S. A. Copper, Mrs. Emma Klinefelter, Mrs. Felix Zeizel and Harry P. Skipper. It is one of the most desirable small farms in this section of the County, convenient to a fine local market and to railroads and steamboats. Not over one mile from Chestertown and almost at the foot of the Chester River Bridge. In the course of a few years it is more than likely that this place can be cut into building lots which will greatly add to it's value.

The terms under which this property was offered are as follows: One third of the purchase money cash on the day of sale, the balance in two equal installments payable in 12 and 18 months from the day of sale. All unpaid purchase money to bear interest from the day of sale and to be secured by the notes or note of the purchaser in a manner satisfactory to the Trustee. All title papers, including revenue stamps, at the cost of the Purchaser.

And your Trustee sold the above described property to J. Townsend Anthony at and for the sum of Four Thousand two Hundred and Fifty (\$4250.00) Dollars, he being the highest bidder therefor, the terms of said sale given above.

Respectfully submitted,

Hope H. Barroll,
Trustee.

STATE OF MARYLAND,

COUNTY OF KENT, TO WIT:

I hereby certify that on this 28th. day of November, in the year 1924, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Hope H. Barroll, Trustee named in the above Report of

Sale and made oath in due form of law that the matters and things stated in the same 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 have hereunto subscribed my name and have affixed my official seal the day and year above mentioned.

Helen L. Shinn,
Notary Public.

My Commission expires May 3rd. 1927.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
"Report EXHIBIT No. 1".

SALE OF SMALL FARM IN QUEEN ANNE'S CO., MARYLAND,
NEAR CHESTERTOWN.

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, passed in Chancery Cause No. 2539, entitled William Ritchie Elliott, et al. vs. Mary Charlotte Elliott, et al., I will offer at public sale on premises on TUESDAY, NOV. 18, 1924, between the hours of 11 o'clock A.M. and 12 o'clock noon, ALL THAT VALUABLE FARM situate, lying and being in Queen Anne's County in the State of Maryland, near the State Road, which leads from Chestertown to Centreville. It contains 32 ACRES OF LAND, more or less. It is improved by a comfortable frame DWELLING HOUSE ample for the use of the place and other usual out-buildings. It lies in full view of the Chester River and of Chestertown, being on the Queen Anne side of the river directly opposite the center of said town.

The land is medium light soil and will grow all sorts of fruit, truck, &c., It adjoins the lands of Mrs. S. A. Copper, Mrs. Emma Klinefelter, Mrs. Felix Zeisel and Harry P. Skipper. It is one of the most desirable small farms in this section of the county, convenient to a fine local market and to railroad and steamboats. Not over one mile from Chestertown and almost at the foot of the Chester River Bridge. In the course of a few years it is more than likely that this place can be cut into building lots which will greatly add to it's value.

TERMS OF SALE:- one third of the purchase money cash, the balance in two equal installments payable in 12 and 18 months from the day of sale. All unpaid purchase money to bear interest from the day of sale and to be secured by the notes or note of the purchaser in a manner satisfactory to the Trustee. All title papers, including revenue stamps at the cost of the purchaser.

HOPE H. BARROLL,
Trustee.

John T. Jester, Auctioneer.

THE CENTREVILLE RECORD.

CENTREVILLE, MD. Nov. 24, 1924.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Advertisement in the case of Elliott vs. Elliott, 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 18 day of Nov. in the year 1924.

THE CENTREVILLE RECORD PUBLISHING CO.,

"Report Ex. No. 1".

By E. H. Brown, Jr.

N I S I.

William Ritchie Elliott,
Eloise Elliott, his wife,

vs.

Mary Charlotte Elliott,
Martha Louise Elliott, Infants.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY,

IN EQUITY.
CHANCERY NO. 2539.

ORDERED, This 1st. day of December, A. D., 1924, that the sale of the real estate made and reported in this cause by Hope H. Barroll, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of January next.

The Report states the amount of sales to be \$4250.00.

Filed December 1st. 1924.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed March 16/1925.

NISI.

William Ritchie Elliott, Eloise Elliott, his wife,
vs.
Mary Charlotte Elliott, Martha Louise Elliott, Infants.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2539.

Ordered, This 1st day of December, A. D., 1924, that the sale of the real estate made and reported in this cause by Hope H. Barroll, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of February, 1925; 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 January next.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed December 1st. 1924.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Feb. 25th. 1925.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Elliott vs. Elliott, Chy. 2539, 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. Inst. Dec. 6/24) before the 8th. day of January in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed March 16/1925.

By E. H. Brown, Jr.

ORDER OF THE COURT.

Ordered, by the Circuit Court for Queen Annes County, in Equity, this 12th. day of March, 1924, that the sale made and reported by Hope H. Barroll, Trustee, be 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 to whom the papers in this cause are hereby referred for the purpose of stating an audit when the purchase money is fully paid.

Filed March 16th. 1925.

Lewin W. Wickes.

NOMINATION OF TRUSTEE.
Filed Dec. 2nd. 1925.

William Ritchie Elliott,	:	No. 2539 Chy.
et al.,	:	In the Circuit Court for Queen
	:	
vs.	:	Anne's County.
	:	
Mary Charlotte Elliott,	:	
et al.	:	

NOMINATION OF TRUSTEE.

We, the undersigned beneficiaries in the above proceeding in Equity, do hereby respectfully nominate John Wethered Barroll, of Chestertown, Maryland, to be appointed by this Honorable Court, Trustee of the Estate aforesaid, in the place and stead of Hope H. Barroll, who has heretofore acted as Trustee herein, but who on the 22nd day of September, 1925, departed this life.

Guardian: Geo. D. Lofland.

Wm. R. Elliott.

Filed December 2nd. 1925.

Eloise Foster Elliott.

PETITION & ORDER.
 Filed Dec. 2nd. 1925.

William Ritchie Elliott, et al.,	:	No. 2539 Chy.
	:	In the Circuit Court for
vs.	:	Queen Anne's County, Md.
	:	
Mary Charlotte Elliott, et al.	:	In Equity.

PETITION AND ORDER.

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND:

Your Petitioners, William R. Elliott and Eloise Foster Elliott, by John W. Barroll, their Attorney, respectfully shows unto Your Honors as follows:

1. That the object of this Petition is to secure from your Honors an order appointing John W. Barroll substitute Trustee in the place of Hope H. Barroll, Trustee, deceased.

2. Your Petitioner shows unto your Honors that Hope H. Barroll, acting under an order of this Court has heretofore performed the duties of Trustee in this Cause and that on the 22nd day of September, 1925, the said Trustee departed this life; that thereupon the parties interested in this Cause have signified their wish to have appointed as substitute Trustee in said Cause, John W. Barroll, as per the suggestion signed by the said beneficiaries which is hereto annexed, and prayed to be taken as a part hereof, as though herein set forth at length.

3. That your Petitioner is advised it is proper for him to apply to this Court for an Order appointing him Trustee in this Cause so that the same may be terminated.

Therefore your Petitioner prays your Honors to order and direct that your Petitioner be appointed Trustee in this Cause to act as such under the Orders of this Court after having duly qualified as such.

And as in duty bound, etc.,

John W. Barroll
 SOLICITOR FOR PETITIONERS.

State of Maryland, Queen Anne County, to wit:

I hereby certify this 30th. day of October, 1925, that before me a Notary Public in and for the State of Maryland, personally appeared John W. Barroll and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

Notary
 Public
 Seal.

As witness my hand and seal the day and year above set forth.

Alice R. Smith
 NOTARY PUBLIC.

Upon the foregoing Petition and affidavit, the Petition having been read and considered it appears that Hope H. Barroll, the Trustee heretofore acting in this estate, has died.

It is thereupon this second day of December, 1925, by the Circuit Court of Queen Anne County, in Equity, adjudged, ordered and decreed that in the place of the said Hope H. Barroll, deceased trustee, the said John W. Barroll be and he is hereby appointed Trustee with all the powers and subject to all the duties of said original trustee, in the discharge of said Trust; provided that the said John W. Barroll shall first file in this Court a bond to be approved by the Clerk of the Court in the penalty of seven thousand dollars (\$7,000.00) at the expense of the estate, conditioned for the faithful performance of his duties as said Trustee.

Filed December 2nd. 1925.

Thomas J. Keating.

CERTIFIED COPY OF BOND.
Filed Dec. 2nd. 1925.

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 Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, John W. Barroll and New Amsterdam Casualty Company, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand (\$7000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents-sealed with our seals and dated this Twenty-six day of October in the year of our Lord one thousand nine hundred and twenty-five.

WHEREAS, the above bounden John W. Barroll by virtue of a decree of the Honorable the Judge of the Circuit Court for queen Anne County, has been appointed substitute trustee, in the place of Hope H. Barroll, Trustee, deceased mentioned in the proceedings in the case of William Ritchie Elliott et al. vs, Mary Charlotte Elliott et al., now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN, John W. Barroll do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

John W. Barroll (SEAL)

Kathryn E. Wallis.

Seal's
Place.

New Amsterdam Casualty Company (SEAL)
a body corporate of the State of
New York.

Attest: Kathryn E. Wallis.

By John W. Barroll, Agent.

And on the back of the foregoing 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 foregoing is truly taken and copied from Liber J. F. R. #1, folio 195 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 2nd. day of December, in the year nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed January 31st. 1927.

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

William Ritchie Elliott, et al., plaintiffs,	}	Chancery Cause
vs.		
Mary Cahrlotte Elliott Et al., defendants,	}	No. 2539.

To the Honorable, the Judges of said Court:

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

That in the within account, stated by the auditor, there are two sections or two sub-accounts, the first deals with the principal fund of the estate and the second deals with the income received thereon.

It appears that Hope H. Barroll, original trustee, received the entire amount of the proceeds of the sale and deposited same in bank, received interest from the bank thereon, and after his death these two sums, principal and interest, were

received by John W. Barroll as substituted trustee who now holds the same, with certain interest received thereon from the bank on his deposit of the amount received by him.

From statements furnished the auditor, it seems that Hope H. Barroll, in his lifetime, paid with his own checks or money certain costs enumerated in the within account.

It appears from exhibit filed with the bill in the shape of a certified copy of the will mentioned in these proceedings, that is to say: from an endorsement on the backing of this exhibit that Hope H. Barroll paid the Register of Wills for said copy \$21.50 and that in the statement of costs as made by the clerk he included this cost.

In the sub-account attached, or the account dealing with the principal fund of the cause, John W. Barroll is charged with the gross amount of the sale made by Hope H. Barroll and received by the said substituted trustee, and that in the same account the said John W. Barroll is allowed as follows:
 The usual commissions for making the sale to be paid to the executrix of Hope H. Barroll;
 the amount paid by Hope H. Barroll to the auctioneer for making sale,
 the amounts of taxes on the property sold for two years, advertising costs, and the costs of the certified copy of the will mentioned above, all of which are allowed to be paid to the executrix of Hope H. Barroll;
 certain costs enumerated paid or yet to be paid by said John W. Barroll;
 The costs of his bond and costs of advertising the order nisi to be passed as to this account, and auditor's fee.
 The balance remaining after these allowances, to wit; \$3748.24, is the net and principal fund of the cause and trust.
 In the section of the within account dealing with the income said John W. Barroll is charged with the interest received by the former trustee and paid over to the substituted trustee, same having been received as above stated by John W. Barroll, and is charged with the interest received by him, and out of this interest he is allowed ten per cent. commissions on the said interest, the costs of his bond for the second year and the fee of the auditor. There remains then out of the interest paid or produced by the trust fund the sum of \$285.46, which is the net interest to be paid to the life tenant.

Respectfully submitted,

Madison Brown,
Auditor.

Jan. 22, 1927.

Second page of Auditor's report.

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

William Ritchie Elliott, et al., plaintiffs,	} Chancery Cause No. 2539.
vs.	
Mary Charlotte Elliot, et al., defendants,	

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, and to Your Honors respectfully sets forth:

That since the stating of the within account John W. Barroll has filed with the auditor the following vouchers to be returned with the audit as part thereof, to wit:

Check of Hope H. Barroll dated December 4, 1924, to John T. Chester and also receipt of John T. Chester for \$15.00 for (crying) sale of Elliott property.

Check of Hope H. Barroll to William T. Keating, late treasurer, for taxes, \$42.99.

Check of Hope H. Barroll to F. Marion Hunter, treasurer, for taxes, \$41.82.

Check of Hope H. Barroll to Centreville Record and receipt of Centreville Record for advertising \$20.00.

Check of Hope H. Barroll dated April 16, 1924, to the order of William T. Bishop, for costs in case of Elliott vs. Elliott, \$21.50.

Check of John W. Barroll, trustee, and receipt of B. Hackett Turner, for costs \$38.75.

Check of John W. Barroll to Herbert E. Perkins and receipt of Herbert E. Perkins for fees, \$8.00.

Check of John W. Barroll, to surety on his bond and receipt of surety for bond \$28.00.

Check of John W. Barroll, to surety on bond and receipt of surety on bond for bond costs \$18.66.

Auditor is returning these vouchers and the bill of costs with this report.

Respectfully submitted,

Madison Brown,
auditor.

The proceeds of the sale of the real estate devised by Mary Elliott Howard, testatrix mentioned in this cause, unto William Ritchie Elliott and Eloise Elliott, his wife, for their lives, with remainder unto their children,

IN ACCOUNT WITH

John W. Barroll, substituted as trustee in this cause in place of Hope H. Barroll, original trustee.

Cr:

1924.

Nov. 18.

By gross proceeds of the sale as made by Hope H. Barroll and received by the said John W. Barroll, per reports:

\$4250.00.

Dr:

To John W. Barroll, to be paid to executrix of will of Hope H. Barroll, the amount of commissions for making sale per rule of court, the sum of \$215.00

\$215.00

To John W. Barroll, to be paid to executrix of will of Hope H. Barroll, following items of costs incident to trust paid by latter in his life time, to wit:

Amount paid

Dec. 4/24. to J. T. Jester, crying sale, \$15.00

Mar. 20/25 to W. T. Keating, treas., 1923 taxes 42.99

Mar. 20/25 to F.M. Hunter, treas., 1924 taxes, 41.82

Aug. 17/25 to Centreville Record for advertising 20.00

\$119.81

to W.T. Bishop, Reg. Wills, for copy of testatrix's will for exhibit,

21.50

\$141.31

141.31

To John W. Barroll, present trustee, for court costs as taxes by clerk, per statement omitting costs of Will mentioned, to wit:

Appearance fee of complainants' solicitor, 10.00

Costs of B. H. Turner, clerk, 38.75

Fee of guardian ad litem, 4.00

Fees of T. F. Seward, sheriff, 1.20

Fees of H. H. Perkins, Examiner, 8.00

Fees of stenographer of examiner, 6.00

Fees of witnesses before examiner, .75

Fees of witness before examiner, .75

69.54

To do., for the costs of his bond paid corporate surety thereon, to wit:

28.00

To do., for costs of advertising order nisi as to audits:

3.00

To Madison Brown, auditor, for stating this account,

9.00

\$465.76

To balance credited below as an unt of net sale, to wit:

3784.24

\$4250.00

\$4250.00

Cr: by balance brought down, being amount of the net sale made in this cause, to wit:

\$3784.24

INCOME ACCOUNT.

The income produced from day of sale, of this cause, to date hereof by the proceeds of the sale of the real estate devised by Mary Elliott Howard, testatrix of the cause, unto William Ritchie Elliott and Eloise Elliott for their lives with remainder unto their children,

IN ACCOUNT WITH

John W. Barroll, substituted as trustee in this cause in place of Hope H. Barroll, deceased, original trustee.

Cr:

1924, Nov. 18, day of sale:

By interest paid by the purchaser to Hope H. Barroll, \$81.17

By interest paid by bank to Hope H. Barroll on proceeds of sale deposited therein, 47.66

Total interest received by Hope H, Barroll:

\$128.83

By interest paid by bank to John W. Barroll on proceeds of sale deposited therein on

Dec. 30, 1925,

16.31

June 29, 1926,

98.07

Dec. 31, 1926,

99.70

Total interest received by John W. Barroll:

214.08

Total interest received,

\$342.91

Dr:

To John W. Barroll, for 10 per cent. commissions on \$128.83, the sum of	\$12.88	
To John W. Barroll, trustee, for 10 per cent. commissions on \$214.08, the sum of	<u>21.41</u>	
	\$34.29	
To do., for the costs of his bond for the second year, the sum of	18.66	
To Madison Brown, auditor, for this account:	<u>4.50</u>	
	\$57.45	
To balance, being net income payable to the life tenants mentioned in proceedings of this cause,	<u>285.46</u>	
	\$342.91	\$342.91
1927.		
Jan. 22. By balance brought down as net income due to the said life tenants, to wit:		\$285.46
	Madison Brown, Auditor.	
Jan. 22, 1927.		

NISI RATIFICATION OF AUDIT.

William Ritchie Elliott,
Louise Elliott, his wife,

vs.

Mary Charlotte Elliott,
Martha Louise Elliott, infants.

(IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY,

IN EQUITY.

CASE NO. 2539.

ORDERED, This 31st. day of January, 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 28th day of February, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 21st. day of February, 1927, in some newspaper printed and published in Queen Anne's County.

Filed Jan. 31st. 1927.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed May 6th. 1927.

NISI RATIFICATION OF AUDIT.

William Ritchie Elliott,
Louise Elliott, his wife,

vs.

Mary Charlotte Elliott, Mary Louise Elliott, Infants.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2539.

Ordered, This 31st. day of January, 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 28th day of February, 1927, provided a copy of this order be published once a week in each of two successive weeks before the 21st day of February, 1927, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed Jan. 31st. 1927.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., May 6, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Elliott vs. Elliott, Case No. 2539, 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 (1st insertion Feb. 3, 1927) before the 21 day of Feb. in the year 19 .

Filed May 6th. 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown.

FINAL ORDER RATIFYING AUDIT.

Ordered, this 7th. day of June, 1927, by the Circuit Court for queen Anne's County, in Equity, that the foregoing Report and Account of the Auditor, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the previous order nisi, and the trustee is hereby directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Lewin W. Wickes.



Chancery #2724.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 30th. day of August, in the year nineteen hundred and twenty-seven, the following Order to Docket Suit was filed for record, to wit:

B. Hackett Turner, Esq., Clerk Circuit Court, Queen Anne's Co., Md.

Please docket the above entitled case on the Equity side of your court and file certified copies of the mortgage within named and this Bond after approving the same.

John D. Urie,
Pliffs. Sol.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the thirtieth day of August, in the year nineteen hundred and twenty seven, the following Bond was filed for record, to wit:-

Know all men by these presents, that we, John D. Urie, Lilian 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 twenty thousand (\$20000) dollars to be paid by us and each of us, our and each of our heirs or 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 30th. day of August, A. D. 1927.

Whereas under and by virtue of the power contained in a mortgage from James T. Bright and Mamie S. Bright, his wife, and Madison Brown and Delha D. Brown, his wife, to Thomas G. Gardner and John D. Urie, dated August 5th. A.D. 1919, and duly recorded together with an assignment thereof by said Gardner to Margaret L. Hurlock, in Liber J.F.R. No. 2, folio 512 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 the said mortgage when due to sell the lands and premises described in and conveyed by way of said mortgage located in said Queen Anne's County, in the manner and upon the terms named therein.

And whereas default has occurred under said mortgage by reason of the failure of the said mortgagors to pay said mortgage debt and interest thereon when due. And whereas the said John D. Urie is about to exercise the power conferred on him in said mortgage and sell the lands and premises conveyed by way of said mortgage because of such default.

Now the condition of this obligation is such that if the said John D. Urie shall well and faithfully execute the power 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:
Delia A. Urie.

John D. Urie (SEAL)
Lilian B. Urie (SEAL)
Jas. W. Urie (SEAL)

At the foot of the above bond was thus endorsed, to wit:-

I hereby certify that the above Bond would be accepted if offered in this Court.

Seal's
Place.

Test: Robt. R. Ayres. Clerk.

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

Security approved and Bond filed August 30th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, fol. 327 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 30th. day of August, in the year 1927.

B. Hackett Turner,
Clerk.

CERTIFIED COPY OF MORTGAGE.
Filed Aug. 30th. 1927.

#7151. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the ninth day of August, in the year nineteen hundred and nineteen, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this fifth day of August, in the year nineteen hundred and nineteen by James T. Bright and Mamie S. Bright, his wife, and Madison Brown and Delha D. Brown, his wife, Mortgagors, the said James T. Bright and Madison Brown being referred to hereinafter as Mortgagors, of Queen Anne's County, in the State of Maryland, to John D. Urie, Attorney, of Kent County, State aforesaid.

WHEREAS, The said mortgagors have passed to a certain Thomas B. Gardner their joint and several note for the sum of twelve thousand dollars (\$12,000.00) and to John D. Urie, their joint and several note for the sum of six thousand dollars, (\$6,000.00), both of which notes are payable six (6) months after date at Chestertown, Maryland, and provide for the payment of interest thereon from this date and judgment by confession with usual commissions for collection if not paid when due and waiving all exemptions or stay from execution the loan secured by this mortgage being for purchase money.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of five dollars, (\$5.00), the said mortgagors, James T. Bright and Mamie S. Bright, his wife, Madison Brown and Delha D. Brown, his wife, do hereby grant and convey unto the said John D. Urie, Attorney, his personal representatives and assigns, in fee simple, all that tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, and on the public road leading from the state road near Chester River Bridge at Chestertown, Maryland, to Crumpton, Maryland, and whereon Lemuel Powell now resides, commonly called the "Kendall" farm and more particularly described as follows: Beginning for the same in the middle line of the public road leading from Chestertown to Millington where the same is intersected by the division line established by agreement between the Walker Home Farm and the Kendall Farm and running with the said public road two courses north 81 degrees east (bearings magnetic) 2624 feet; then north 74 degrees 50 minutes east, 330 feet; then north 6 degrees, 45 minutes east 594 feet; then north 2 degrees 48 minutes east 1310 feet; then north 62 degrees 45 minutes west 1046 feet to the east side of what was once a private road leading to Roundtop; then along the same as it now is north 11 degrees 23 minutes west 810 feet to the stream of the branch; then south 86 degrees 40 minutes west 518 feet (this line being given in a former description as 35.4 perches); then south 12 degrees 45 minutes west 115 feet; then south 74 degrees west 99 feet; then north 74 degrees 15 minutes west 82 feet; then north 38 degrees 15 minutes west 122 feet; then north 10 degrees 45 minutes east 330 feet; then north 3 degrees 15 minutes west 297 feet; then north 35 degrees 15 minutes west 264 feet; then north 38 degrees 45 minutes west 287 feet to the middle of the bridge over the stream of the branch being also in the middle line of the public road leading from Roundtop to Chestertown; then with said road three courses south 46 degrees 20 minutes west 595 feet; then south 55 degrees west 140 feet; then south 66 degrees west 1540 feet to the first mentioned division line; then with the same south 16 degrees 40 minutes east 3762 feet to the place of beginning and containing 283.36 acres of land, more or less; for further title see deed W. Irving Walker, Trustee, to James T. Bright and Madison Brown, and exchange deed of William T. Smith, both duly recorded among the Land Records of said Queen Anne's County immediately prior to these presents.

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 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 and Mamie S. Bright, his wife, Madison Brown and Delha D. Brown, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said John D. Urie, Attorney, his executors, administrators or assigns the aforesaid sum of eighteen thousand dollars (\$18,000.00) as represented by said notes, or renewals thereof as the parties hereto may from time to time agree, 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 T. Bright and Madison Brown, their heirs and assigns shall possess said property. AND the said mortgagors, 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 insurable value thereof in some company or companies approved by the said John D. Urie, attorney, 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 debts, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole

debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said John D. Urie, attorney, his executors, administrators or assigns or John D. Urie, his 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 Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to the said mortgagors or whoever may be 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 D. Urie, attorney, his executors, administrators or assigns, or John D. Urie, attorney, his executors, administrators or assigns, or John D. Urie, 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 each of their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the mortgagors.

Test: J. McK. Tilghman.

James T. Bright (SEAL)

Mamie S. Bright (SEAL)

Madison Brown (SEAL)

Delha D. Brown (SEAL)

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

I hereby certify that on this fifth day of August, in the year nineteen hundred and nineteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared James T. Bright and Mamie S. Bright, his wife, and Madison Brown and Delha D. Brown, his wife, and did each acknowledge the foregoing Mortgage to be their respective act; and at the same time before me, personally appeared also John D. Urie, Attorney as herein named, and he made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth and that he is the duly authorized attorney for the mortgagees within named to make this affidavit.

Witness my hand and seal this fifth day of August, in the year nineteen hundred and nineteen.

J. McK. Tilghman.

Justice of the Peace.

Assignment & Release filed and recorded August 3rd. 1920.

For value received, we hereby assign the within mortgage and mortgage note for \$12000.00 to Margaret L. Hurlock.

As witness my hand and seals this 3rd. day of August, A.D. 1920.

Witness for Thomas B. Gardner:
Mary L. Gardner.

Thomas B. Gardner (SEAL)

For value received, I hereby release the within mortgage note for \$6000, said note being paid.

As witness my hand and seal this 3rd. day of August, A.D. 1920.

Witness: B. Hackett Turner.

John D. Urie (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. #2, folio 512 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 30th. day of August, in the
year nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Sept. 28th. 1927.

John D. Urie, Attorney,
Plaintiff,

vs.

James T. Bright,
Nemie S. Bright,
Madison Brown,
Delha D. Brown,
Defendants.

No. for Equity.

In the Circuit Court for
Queen Annes County, Maryland.

The Report of Sale made by John D. Urie, Atty. named in the mortgage in
the above entitled cause respectfully represents to this Honorable Court:-

1. That under and by virtue of a mortgage from the above entitled Defendants to
Thomas B. Gardner and John D. Urie, which mortgage is dated August 5th. A.D. 1919
and duly recorded in Liber J.F.R. No. 2, folio 512 etc., of the Land Records for said
Queen Anne's County, a certified copy of which is filed in these proceedings and
prayed to be taken as a part hereof, and which mortgage was given to secure separate
debts, one of \$12,000 to said Gardner and one of \$6000. to said John D. Urie, and which
debt to said John D. Urie having been fully paid to him and his interest in said mort-
gage having been released by said Urie, the remaining debt of said Gardner secured by
mortgage note, and said mortgage was, by said Gardner, duly assigned to Margaret L.
Hurlock, which release by said Urie, and assignment by said Gardner, were duly re-
corded and will fully appear by reference to said certified copy of said mortgage,
certain lands and premises as described in said mortgage located in said Queen Annes
County were conveyed to secure said mortgage debt with a power to sell the same
conferred on said John D. Urie, Atty., upon default in the payment of the mortgage
debt thereby secured.
2. And default having occurred under said mortgage by reason of the failure of the
mortgagors to pay said mortgage debt of \$12000 and the interest thereon, the said John
D. Urie, Attorney named in said mortgage proceeded to exercise said Power of Sale and
to sell the said lands and premises as provided therein.
3. That after giving Bond with sureties approved by the Clerk of this Court for the
faithful performance of his trust and having complied with all other legal prerequisites
and giving 20 days notice by advertisement in the Centreville Record, a newspaper pub-
lished weekly in said Queen Annes County, of the time, place, manner and terms of sale, a
certified copy of which advertisement is filed herewith and prayed to be taken as a part
hereof, he did, pursuant to said notice, attend at the Court House Door in Centreville,
Queen Anne's County aforesaid, at 11.30 A.M. o'clock on Thursday, September 22nd. A.D.
1927, and offered said mortgaged premises at public auction to the highest bidder, and
after successive bids and due outcry and warning he sold the said farm and premises as
described in the said advertisement and mortgage to James E. Hurlock, who was the highest
bidder therefor, at and for the sum of \$6500, as the said bid was the best obtainable
bid procurable, although diligent effort was made by the undersigned to secure a pur-
chaser, at a better price.

And the said James E. Hurlock has paid part of the purchase money and satisfactorily
complied with the advertised terms of sale.

John D. Urie,

Attorney named in Mortgage.

State of Maryland,

Kent County, to wit:-

I hereby certify that on this 27th. day of September, A. D. 1927, before me, the sub-
scriber, a Notary Public of the State of Maryland, in and for Kent County, State afore-
said, personally appeared John D. Urie, and he made oath in due form of law that the
facts and matters set out in the foregoing Report of Sale are true and bona fide as
therein stated and that said sale was fairly made.

Notary
Public
Seal.

Harry C. Coleman,
Notary Public.

Certificate of Publication
of Advertisement of Sale.
Filed Sept. 28th. 1927.

PUBLIC SALE OF VALUABLE FARM UNDER MORTGAGE.

Default having occurred under the mortgage from James T. Bright and others, to Thomas B. Gardner and others, dated August 5th. 1919, and duly recorded in Liber J. F. R. No. 2, folio 512 &c., of the Land Records for Queen Anne's County, State of Maryland, the undersigned, as attorney named in said mortgage, to execute of Power of Sale contained in said mortgage in the event of default, will offer at public sale to be sold to the highest bidder on THURSDAY, SEPT. 22, '27, at 11.30 o'clock A.M. at the Court House door, in Centreville, Queen Anne's County aforesaid,

ALL THAT FARM, called Kendall Farm, located in the Second Election District of Queen Anne's County aforesaid, whereon Edward Teat now resides, adjoining the lands of Robert M. Subers, and the lands of others, and on the Southerly side of the public road leading from Chestertown to Millington and about one half of a mile Easterly of the State road from Church Hill to Chestertown and containing 283.36 ACRES OF LAND, more or less.

This farm has long been known for its fertility and productiveness being especially adapted to grain and dairy farming. It is nearly all tillable, being nearly level or gently rolling. The buildings consist of a large and COMFORTABLE DWELLING and outbuildings, sufficient for the farm.

For further description and title see said mortgage.

The purchaser is entitled to the landlord's 1-2 interest in the growing crop of corn of about 40 acres, and 4 acres of tomatoes, from the day of sale, and will be required to pay the taxes for the year 1927.

TERMS OF SALE:- One third of the purchase money cash on day of sale. The remainder payable in two equal installments in one and two years from day of sale, with interest from day of sale thereon, and to be secured to the satisfaction of the undersigned. Title papers at the purchaser's expense.

JOHN D. URIE,
Attorney named in Mortgage.

THE CENTREVILLE RECORD.

CENTREVILLE, MD. SEPT. 28, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Public Sale in the case of John D. Urie, Attorney, vs. James T. Bright, 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 3 successive weeks, the first insertion being Sept. 1, which is 20 days before the 22 day of September, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

N I S I.

John D. Urie, Attorney, Plaintiff,	}	IN THE CIRCUIT COURT
vs.		FOR QUEEN ANNE'S COUNTY,
James T. Bright, Mamie S. Bright, Madison Brown, Delha D. Brown.		IN EQUITY.
		CHANCERY NO.

ORDERED, This 28th. day of September, A.D. 1927, 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 31st. 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 30th. day of October next.

The Report states the amount of sales to be \$6500.

Filed September 28th. 1927.

B. Hackett Turner, Clerk.

Certificate of Publication
of Order Nisi.
Filed Dec. 5th. 1927.

ORDER NISI.

John D. Urie, Attorney, Plaintiff,
vs.
James T. Bright, Mamie S. Bright, Madison Brown,
Delha D. Brown, Defendants.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2724.

Ordered, This 28th. day of September, A.D., 1927, 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 31st. 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 30th day of October next.

The Report states the amount of sales to be \$6500.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Sept. 28th. 1927.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., DEC. 5, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Annexed Order Nisi in the case of John D. Urie, Atty., Plaintiff, vs. James T. Bright, et al., in Equity No. 2724, 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 30 day of October, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown.

STATE ^{MENT} OF MORTGAGE DEBT.
Filed Dec. 5th. 1927.

James T. Bright & Madison Brown, Mortgagors,
To Margaret L. Hurlock, Assignee of Mortgage Dr.

To amt. of mortgage debt due on Mortgage Note hereto attached, February 5th. A.D. 1927, on principal	\$12000.00
* bal. due on int. thereon on Feb. 5th. 1927.	70.00
* int. thereon from Feb. 5th. 1927 to Aug. 27th. 1927	404.00
	\$12474.00
By amt. pd. thereon by Madison Brown,	3500.00
	\$ 8974.00
To int. on \$8974 from Aug. 27th. '27 to Sept. 22nd. '27, date of sale of farm	38.88
	\$9012.88

State of Maryland,

Kent County, to wit:-

I hereby certify that on this 23rd. day of November, A.D. 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, State aforesaid, personally appeared Margaret L. Hurlock, Assignee of the mortgage note hereto attached and the mortgage securing the same, and she made oath in due form of law that the foregoing statement of the mortgage debt due her is just and true as therein stated and that not part of the same has been paid by the mortgagors except what is credited and that the balance of \$9012.88 of said mortgage indebtedness remains unpaid, and due as above stated, and that she hath no satisfaction or security for the same, nor hath any one for her.

Margaret L. Hurlock.

Subscribed and sworn to before me.

Notary
Public
Seal.

Harry C. Coleman,
Notary Public.

PETITION & ORDER
 SUBSTITUTING PURCHASER.
 Filed Dec. 5th. 1927.

John D. Urie, Attorney,
 Plaintiff,

vs.

James T. Bright, et al.,
 Defendants.

No. 2724. In Equity

Circuit Court for Queen

Anne's County, Maryland.

To the Honorable, the Circuit Court for Queen Annes County, sitting as a Court of Equity.

That the undersigned Petitioners respectfully represent.

1. That the Report of Sale made by John D. Urie, Attorney in the above entitled cause reported James E. Hurlock as the purchaser of the lands and premises sold in said cause.
2. That the said purchaser desires that his wife, Margaret L. Hurlock, be substituted as the purchaser of the said property to be conveyed by said Attorney (upon the final ratification of said Report of Sale) to her, the undersigned, Margaret L. Hurlock, who also wishes to be substituted as the purchaser of said lands and premises.
3. That the above entitled Plaintiff is willing for such substitution and joins in this Petition as evidence of such assent to have the said Margaret L. Hurlock substituted as the purchaser of said property in the place and stead of said James E. Hurlock as desired by her.

Respectfully submitted.

Witness: Hylard Simmons.

James E. Hurlock (SEAL)

Margaret L. Hurlock (SEAL)

John D. Urie, (SEAL)
 Attorney named in mortgage.

The foregoing Petition have been read and considered, it is thereupon this 5th. day of November, A.D. 1927, by the Circuit Court for Queen Annes County, Maryland, in Equity, ordered that the prayer of the petitioners be granted and that Margaret L. Hurlock be and she is substituted in the place of James E. Hurlock as the purchaser of the real estate reported in the Attorney's Report of Sale filed in these proceedings and John D. Urie, Attorney, is hereby directed, upon the final ratification of said sale and the payment in full of the purchase money, to execute a Deed to the said Margaret L. Hurlock as the purchaser thereof, and upon the full compliance of the said Margaret L. Hurlock with the terms of Sale as reported in this Court.

Lewin W. Wickes.

ORDER OF COURT RATIFYING SALE.

Ordered by the Circuit Court for Queen Annes County, Md., sitting as a Court of Equity, this 5th. day of December, A. D. 1927, that the sale made and reported by the Attorney and 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 commissions provided for in said mortgage and such proper expenses as he shall produce vouchers for to the Auditor.

Lewin W. Wickes.

CHANCERY NO. 2741.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 16th. day of April, in the year nineteen hundred and twenty-eight, the following Order to Docket Suit was filed for record, to wit:-

WILLIAM R. HORNEY,
Assignee of Mortgages,

vs.

THOMAS F. SHORTALL and
ROSALIE A. SHORTALL, his wife,
Mortgagors.

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

Cause NO.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause certified copies of the two following mortgages, to wit:

(a) The mortgage from Thomas F. Shortall and Rosalie A. Shortall, his wife, to William T. Baxter, bearing date the 4th day of September, 1909, and of the assignments thereof, including the assignment from J. Frank Harper to William R. Horney, bearing date the 14th day of April, 1928, said mortgage and assignments being recorded in Liber S. S. No. 6, folios 537 etc., a land record book for Queen Anne's County, State of Maryland;

(b) The mortgage from Thomas F. Shortall and Rosalie A. Shortall, his wife, to J. Frank Harper, bearing date the 16th day of April, 1912, and of the assignment thereof from the said J. Frank Harper to the said William R. Horney, bearing date the 14th day of April, 1928, said mortgage and assignment being recorded in Liber W. F. W. No. 1, folios 338 etc., another land record book for Queen Anne's County aforesaid.

This suit, to be docketed as aforesaid, is for the foreclosure of the two above described mortgages under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgages by reason of the non-payment of the principal mortgage debts and the interest thereon covenanted to be paid by the terms of said mortgages at the times therein provided for the payment thereof.

And as in duty bound, etc.

William R. Horney
Assignee of Mortgages.

CERTIFIED COPY OF MORTGAGE.

#594. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 4th. day of September, in the year nineteen hundred and nine, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this fourth day of September, in the year nineteen hundred and nine, by Thomas F. Shortall and Rosalie A. Shortall, his wife, of Queen Anne's County, State of Maryland, WHEREAS the said Thomas F. Shortall is justly indebted unto William T. Baxter, of Kent County, State of Maryland, in the full sum of FIVE THOUSAND (\$5000.00) DOLLARS, being cash loaned, which sum is to be repaid unto the said William T. Baxter at the expiration of three years from September first, nineteen hundred and nine, with interest thereon in the meantime payable semi-annually from September first, nineteen hundred and nine, for which interest the said Thomas F. Shortall has drawn and passed unto the said William T. Baxter, his six several promissory notes, each bearing date September first, 1909, each for the sum of One Hundred and Fifty Dollars, and payable to the order of the said William T. Baxter, six, twelve, eighteen, twenty four, thirty and thirty six months respectively after date, at THE CENTREVILLE NATIONAL BANK OF MARYLAND, each note bearing across its face the words written in red ink "Secured by Mortgage of September first, 1909", and whereas it was a condition precedent to said loan that the sum so loaned and the interest thereon to accrue should be secured by this mortgage. NOW THIS MORTGAGE WITNESSETH:- that in consideration of the premises and of the sum of One Dollar, the said Thomas F. Shortall and Rosalie A. Shortall, his wife, do hereby grant and convey unto WILLIAM T. BAXTER, his heirs and assigns, in fee simple:- All those tracts, parts of tracts or parcels of land situate, lying and being in the third and fifth election districts of Queen Anne's County aforesaid, on both sides of the public road leading from the Centreville-queenstown road into Tilghman's Neck, and on the new road branching therefrom and running to the said Centreville-queenstown road at a point opposite the Hemsley farm of Hiram G. Dudley, and called or known as "Bristol Marsh", "Spring Branch", "Hermitage Resurveyed", "The DeButts Farm", "The Thomas Holmes Farm", adjoining the lands of Summerfield Tilghman known as the "Lloyd Tilghman Farm", the lands of William T. Bishop, formerly of Thomas B. Kinnamon, the Tan Yard Farm, the lands of Mrs. Marianna Robinson and Miss Susan Williams and others, and containing two hundred and seventy six acres, one rood and thirty eight perches of land, more or less. Being the same land granted and conveyed unto the said Thomas F. Shortall by Madison Brown, Trustee, by deed bearing date the same as this mortgage, and intended to be filed for record among the land record books of said county, to

which deed and the references therein contained, reference is hereby made for a more particular description of the same. The sum secured by this mortgage was advanced by the said William T. Baxter to the said Thomas F. Shortall to enable him to complete his payment of said lands with the said Madison Brown, Trustee, of whom he purchased the same. It is hereby agreed by and between the parties to this Mortgage that in the event of a sale of the land hereby granted and conveyed under the power of sale herein contained, that all annual crops pitched, planted or growing on the land so sold and hereby conveyed at the time of said sale shall pass to the purchaser of said land as part of the same. TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining. TO HAVE AND TO HOLD the aforesaid land and premises unto and to the proper use and benefit of the said William T. Baxter, his heirs and assigns forever. PROVIDED, that if the said Thomas F. Shortall, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid to the said William T. Baxter, his executors, administrators or assigns, the aforesaid sum of five thousand dollars and the interest thereon to accrue when and as the same shall become due and payable as above set forth, 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 Thomas F. Shortall, 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 Thomas F. Shortall, for himself, 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 assessments, public dues and charges of every kind, 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 William T. Baxter, his executors, administrators and assigns, or Madison Brown, of said County, 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 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 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 Mortgagor, his heirs 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 and assigns, or Madison Brown, 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 to trustees for making sale under orders or decrees of the Circuit Court for Queen Anne's County, in Equity, but 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, his heirs, personal representatives and assigns, covenant 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 Thomas F. Shortall, for himself, his 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, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least the full insurable value thereof 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, 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, any act or thing whereby the said mortgaged land and premises may be depreciated or lessened in value.

WITNESS THE HAND AND SEALS OF THE SAID MORTGAGORS:

TEST:-

John W. Tarman.

Thomas F. Shortall (SEAL)

Rosalie A. Shortall (SEAL)

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

I HEREBY CERTIFY that on this fourth day of September, in the year nineteen hundred and nine, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Thomas F. Shortall and Rosalie A. Shortall, his wife, and each acknowledged the foregoing mortgage to be their respective act.

John W. Tarman,
Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I HEREBY CERTIFY, that on this fourth day of September, in the year nineteen hundred and nine, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William T. Baxter, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing 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 14th. day of May, in the year nineteen hundred and ten, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby assign and transfer the within and foregoing Mortgage and the debt secured thereby, to J. Frank Harper, to whom I have assigned all the interest notes described in said mortgage, except the interest note drawn to mature six months from its date therein described, which note has been paid and delivered to maker.

The amount due on this mortgage is the sum of five thousand dollars, with interest from March 1st. nineteen hundred and ten.

Witness my hand and seal this thirteenth day of May, nineteen hundred and ten.

Test: Madison Brown.

William T. Baxter (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 16th. day of April, in the year 1926, the following Assignment was brought to be recorded, to wit:

For value received, I, J. Frank Harper, do hereby transfer and assign the within and foregoing mortgage unto William R. Horney, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal this fourteenth day of April, nineteen hundred and twenty eight.

TEST: L. Herman Meredith.

J. Frank Harper (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber S.S. #6, folio 537 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 16th. day of April, in the year nineteen hundred and twenty eight.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE
WITH ASSIGNMENTS.

#3032. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the sixteenth day of April, in the year nineteen hundred and twelve, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, Made this sixteenth day of April, in the year nineteen hundred and twelve, by Thomas F. Shortall and Rosalie A. Shortall, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Thomas F. Shortall is justly indebted unto J. Frank Harper, of Queen Anne's County aforesaid, in the full sum of two thousand dollars (\$2,000.00),

being cash loaned, which the said Thomas F. Shortall hereby agrees to repay unto the said J. Frank Harper at the expiration of three years from the first day of March, 1912, with interest thereon in the meantime payable semi-annually from March 1st. 1912; for which said principal sum the said Thomas F. Shortall has drawn and passed unto the said J. Frank Harper his promissory note bearing date March 1st. 1912, for the said sum of two thousand dollars, and payable to the order of the said J. Frank Harper three years after date at the Queen Anne's National Bank of Centreville, and which said note bears across its face written in red ink the endorsement "Note for principal sum secured by mortgage dated April 16th. 1912"; and for the interest to accrue on said sum during said period the said Thomas F. Shortall has drawn and passed unto the said J. Frank Harper his six several promissory notes, each bearing date March 1st. 1912, each for the sum of sixty dollars and payable to the order of the said J. Frank Harper in six, twelve, eighteen, twenty four, thirty and thirty six months, respectively, after date, at the Queen Anne's National Bank of Centreville, and each of said notes bearing across its face written in red ink the endorsement "Interest note secured by mortgage dated April 16th. 1912"; and

WHEREAS, it was a condition precedent to said loan that this mortgage should be given to secure the sum so loaned as aforesaid, the interest to accrue thereon as aforesaid, and the prompt payment of the same at maturity of the same;

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises, and of the sum of One Dollar, the said Thomas F. Shortall and Rosalie A. Shortall, his wife, do hereby grant and convey unto the said J. Frank Harper, his heirs and assigns forever, in fee simple, all those tracts, parts of tracts or parcels of land situate, lying and being in the Third and Fifth Election Districts of Queen Anne's County, State of Maryland, on both sides of the public road leading from the Centreville-Queenstown road into Tilghman's Neck, and on the new road branching from the last named road and running to intersect the said Centreville-Queenstown road at a point thereon opposite the Hemsley Farm of Hiram G. Dudley, and called or known as "Bristol Marsh", "Spring Branch", "Hermitage Resurveyed", "The DeButts Farm", "The Thomas Holmes Farm", "The James Tilghman Farm", adjoining the lands formerly of Summerfield Tilghman but now of Joseph Boyles, known as "The Lloyd Tilghman Farm", the lands of William T. Bishop, formerly of Thomas B. Kinnamon, the farm known as "The Tan Yard Farm", the "Judge Robinson Farm", and "The Hermitage Farm" of Susan Williams and others, containing two hundred and seventy six acres, one rood and thirty eight perches of land, more or less, being the same land granted and conveyed unto the said Thomas F. Shortall by Madison Brown, Trustee, by deed bearing date September 4th. 1909, and recorded in Liber S. S. No. 6, fol. 535 &c., a land record book of Queen Anne's County aforesaid, to which said deed and the references therein contained, reference is hereby made for further and more particular description of the land hereby granted and conveyed.

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

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

PROVIDED, that if the said Thomas F. Shortall, his heirs, executors, administrators or assigns, shall well and truly pay to the said J. Frank Harper, his executors, administrators or assigns, the aforesaid sum of two thousand dollars and the interest to accrue thereon, as above set forth, when and as the same shall become due and payable as above set forth, according to the tenor of the above described promissory notes, 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 Thomas F. Shortall, his heirs and assigns, shall possess said property.

AND the said Thomas F. Shortall, 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 J. Frank Harper, 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 J. Frank Harper, his executors, administrators or assigns, or Madison Brown, of said county, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper 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 the said Thomas F. Shortall, 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 J. Frank Harper, his executors, administrators or assigns, or Madison Brown, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all 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 Thomas F. Shortall, for himself, his heirs, executors, administrators and assigns hereby covenants to pay.

Witness the hands and seals of the said mortgagors.

Test:	Thomas F. Shortall	(SEAL)
J. McK. Tilghman.	Rosalie A. Shortall	(SEAL)

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

I hereby certify that upon this 16th. day of April, 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 aforesaid, personally appeared Thomas F. Shortall and Rosalie A. Shortall, his wife, and they each did acknowledge the foregoing 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 upon this 16th. day of April, 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 aforesaid, personally appeared J. Frank Harper, the within named mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bonafide as therein set forth.

J. McK. Tilghman.

Justice of the Peace.

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

FOR VALUE RECEIVED, I, J. Frank Harper, do hereby transfer and assign the within and foregoing mortgage unto William R. Horney, for the purpose of collection by foreclosure or otherwise, the principal mortgage note mentioned therein and secured thereby having been assigned to the said William R. Horney.

WITNESS my hand and seal, this fourteenth day of April, nineteen hundred and twenty eight.

TEST: L. H. Meredith.	J. Frank Harper	(SEAL)
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STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber W.F.W. #1, folio 338 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 16th. day of April, in the year nineteen hundred and twenty eight.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit:- Be it remembered that on the fourteenth day of May, in the year nineteen hundred and twenty eight, the following Bond was filed for record, to wit:-

STATE OF MARYLAND, 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 Ten Thousand dollars (\$10,000.00), 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 fourteenth day of May, in the year nineteen hundred and twenty eight.

WHEREAS, a certain mortgage from Thomas F. Shortall and Rosalie A. Shortall, his wife, to William T. Baxter, bearing date the fourth day of September, nineteen hundred and nine, and recorded in Liber S. S. No. 6, folios 537 etc., a land record book for Queen Anne's County aforesaid, has been, by mesne assignments, duly assigned to the said William R. Horney;

AND WHEREAS, a certain mortgage from the said Thomas F. Shortall and Rosalie A. Shortall, his wife, to J. Frank Harper, bearing date the sixteenth day of April, nineteen hundred and twelve, and recorded in Liber W. F. W. No. 1, folios 338 etc., another land record book for Queen Anne's County aforesaid, was, by the said J. Frank Harper, duly assigned to the said William R. Horney, by assignment bearing date the fourteenth day of April, nineteen hundred and twenty eight, and recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden, William T. Horney, as the assignee as aforesaid, of the two above described mortgages, is about to execute the power of sale contained in the said two above described mortgages by making sale of the property described in, granted and conveyed by said mortgages, default having occurred in the terms, conditions and covenants of each of said mortgages by reason of the non-payment of the principal mortgage debts named in said mortgages and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debts by the terms of said mortgages respectively at the times 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:

Sarah L. Wright.

Seal's
Place.

William R. Horney (SEAL)
United States Fidelity and
Guaranty Company.
By J. Frank Harper.
Its attorney in fact.

Attest; Sarah L. Wright.

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

Security approved and Bond filed May 14th. 1928.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F. R. No. 1, fol. 353 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 May, in the year nineteen hundred and twenty eight.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed May 24th. 1928.

WILLIAM R. HORNEY,
Assignee of Mortgages,

vs.

THOMAS F. SHORTALL and
ROSALIE A. SHORTALL, his wife,
Mortgagors.

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

Cause No. 2741.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgages 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 debts and the interest thereon covenanted to be paid by the terms of said mortgages mentioned in these proceedings, at the times therein provided for the payment thereof, the said mortgages being as follows:

(a) The mortgage from Thomas F. Shortall and Rosalie A. Shortall, his wife, to William T. Baxter, bearing date the 4th day of September, 1909, and recorded in Liber S. S. No. 6, folios 537 etc., a land record book for Queen Anne's County, Maryland, which said mortgage was by mesne assignments duly assigned to the said William R. Horney, said assignments being recorded among said land records at the foot of said mortgage.

(b) The mortgage from Thomas F. Shortall and Rosalie A. Shortall, his wife, to J. Frank Harper, bearing date the 16th day of April, 1912, and recorded in Liber W. F. W. No. 1, folios 338 etc., another land record book for Queen Anne's County aforesaid, which said mortgage was by the said J. Frank Harper duly assigned to the said William R. Horney by assignment bearing date the 14th day of April, 1928, and recorded among said land records at the foot of said mortgage.

A copy of said mortgages and the several 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 William R. Horney, Assignee of said mortgages 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 and the Centreville Record, two newspapers printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said William R. Horney, the Assignee of said mortgages 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 fifteenth day of May, nineteen hundred and twenty eight, at the hour of one-thirty o'clock P.M., and then and there, by virtue and in execution of the powers of sale contained in said mortgages 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 mortgages, 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 mortgages, to wit: ALL those tracts, parts of tracts or parcels of land situate, lying and being in the Third and Fifth Election Districts of Queen Anne's County aforesaid, on both sides of the public road leading from the Centreville-Queenstown road into Tilghman's Neck, and on the new road branching therefrom and running to the said Centreville-Queenstown road at a point opposite the Hemsley Farm of the late Hiram G. Dudley, and called or known as "Bristol Marsh", "Spring Branch", "Hermitage Resurveyed", "The DeButts Farm", "The Thomas Holmes Farm", adjoining the lands of Joseph Boyles, known as "The Lloyd Tilghman Farm", the lands of William T. Bishop, the "Tanyard Farm", the lands of the late Marianna Robinson and the late Susan Williams and others, and containing 276 acres, 1 rood and 38 perches of land, more or less, being the same real estate described in and granted by said mortgages, and sold the same to J. Frank Harper, of Queen Anne's County aforesaid, at and for the sum of Twenty Five Dollars (\$25.00) per acre, making a total of Sixty Nine Hundred Twelve Dollars and Nineteen Cents (\$6,912.19) for the entire tract of 276 acres, 1 rood and 38 perches of land, he being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Centreville Observer, a newspaper printed and published as aforesaid in Queen Anne's County, Maryland, is filed herewith as a part of this Report and is marked "Exhibit A".

4. That prior to offering said property for sale, announcement was made that the property would be sold subject to the tenancy of J. Fred Shortall, the present tenant of the farm, and of Thomas F. Shortall, Jr., the present tenant of the storehouse property, for the current year 1928; that the purchaser would be entitled to

and receive the landlord's interest in all crops planted and growing on said farm as well as all crops to be planted and harvested on said farm during the current year 1928; that the purchaser would be required to pay one-half of the cost of the fertilizer used in seeding the wheat crop and also one-half of the cost of the clover seed planted on said farm in the spring of 1928; that the purchaser would be required to pay the State and County taxes for the year 1928; that the fire insurance on the buildings on the premises would be adjusted as of the day of sale; that all title papers would be at the expense of the purchaser; and that a small red frame garage building located near the store-house property was owned by the said Thomas F. Shortall, Jr., and would not pass with the property.

Respectfully submitted,

William R. Horney
Assignee of Mortgages.

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

I HEREBY CERTIFY that on this 24th. day of May, in the year nineteen hundred and twenty eight, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the Assignee of the mortgages mentioned and described in the foregoing Report, 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.

Filed May 24th. 1928.

B. Hackett Turner,

Clerk of the Circuit Court for Queen

Anne's County.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed May 24th. 1928.

ASSIGNEE'S SALE OF VALUABLE FARM OR
TRACT OF LAND.

Default having occurred in the terms of the two following mortgages, to wit: the mortgage from Thomas F. Shortall and Rosalie A. Shortall, his wife, to William T. Baxter, dated September 4th. 1909, and recorded in Liber S. S. No. 6, folios 537, etc., a land record book for Queen Anne's County aforesaid, and assigned by mesne assignments, to William R. Horney, and the mortgage from the said Thomas F. Shortall and Rosalie A. Shortall, his wife, to J. Frank Harper, dated April 16th. 1912, and recorded among said land records in Liber W. F. W. No. 1, folios 338 etc., and assigned by the said J. Frank Harper to the said William R. Horney, the undersigned, assignee of the two aforesaid mortgages, by virtue of the power of sale contained in said mortgages, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, MAY 15th. 1928, beginning at the hour of 1.30 o'clock p.m., the property conveyed by said mortgages, consisting of:

ALL THOSE TRACTS, parts of tracts or parcels of land situate, lying and being in the Third and Fifth Election Districts of Queen Anne's County aforesaid, on both sides of the public road leading from the Centreville-Queenstown road into Tilghman's Neck, and on the new road branching therefrom and running to the said Centreville-Queenstown road at a point opposite the Hemsley Farm of the late Hiram G. Dudley, and called or known as "Bristol Marsh", "Spring Branch", "Hermitage Resurveyed", "The De-Butts Farm", "The Thomas Holmes Farm", adjoining the lands of Joseph Boyles, known as "The Lloyd Tilghman Farm", the lands of William T. Bishop, the "Tan Yard Farm", the lands of the late Marianna Robinson and the late Susan Williams and others, and containing 276 ACRES, 1 ROOD AND 38 PERCHES OF LAND, more or less.

The improvements consist of a large 2½ story frame dwelling house, corn house and granary with driveway, horse stable, cow stable, silo, carriage house, tool house, 2 story frame tenant house, and other outbuildings. There is also located on the farm a 2 story frame store house with dwelling attached, together with combination stable and garage, which store and dwelling fronts on the said Tilghman Neck road.

This farm is desirably located, being within a short distance of the Centreville-Queenstown State road.

TERMS OF SALE:- A cash deposit of \$1,000.00 will be required on the day of sale. One-third of the purchase price, less the cash deposit of \$1,000.00, will be required upon the ratification of the sale by the Circuit Court for Queen Anne's County in Equity, and the balance of said purchase price will be required in two equal installments, payable respectively, in one and two years from the day of sale, or all cash at the option

of the purchaser, all credit payments, if any, to bear interest from the day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the undersigned. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY,
Assignee of Mortgages.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

CENTREVILLE, MD., May 24th. 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of William R. Horney, Assignee of Mortgages, vs. Thomas F. Shortall and Rosalie A. Shortall, his 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, the first publication thereof having been on April 21st. 1928, more than twenty days before the 15th day of May, in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

N I S I.

WILLIAM R. HORNEY,
ASSIGNEE OF MORTGAGE,

VS.

THOMAS F. SHORTALL,
ROSALIE A. SHORTALL, HIS WIFE,
MORTGAGORS.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2741.

ORDERED, This 24th. day of May, A.D. 1928, 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 second 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 second day of July next.

The Report states the amount of sales to be \$6,912.19.

Filed May 24th. 1928.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Aug. 14th. 1928.

WILLIAM R. HORNEY,
Assignee of Mortgages,

vs.

THOMAS F. SHORTALL and
ROSALIE A. SHORTALL, his wife,
Mortgagors.

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

Cause No. 2741.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debts and interest owing as of the day of sale, under the following mortgages, to wit: the mortgage from Thomas F. Shortall and Rosalie A. Shortall, his wife, to William T. Baxter, bearing date the 4th day of September, 1909, and recorded in Liber S. S. No. 6, folios 537, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was by mesne assignments duly assigned to the said William R. Horney, said assignments being recorded among said land records at the foot of said mortgage; and the mortgage from the said Thomas F. Shortall and Rosalie A. Shortall, his wife, to J. Frank Harper, bearing date the 16th day of April, 1912, and recorded in Liber W. F. W. No. 1, folios 338 etc., another land record book for Queen Anne's County aforesaid, which said mortgage was by the said J. Frank Harper duly assigned to the said William R. Horney by assignment bearing date the 14th day of April, 1928, and recorded among said land records at the foot of said mortgage;

Amount of the principal mortgage debt secured by the said first mortgage attached hereto,	\$5,000.00
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Amount of interest due on said first mortgage from March 1st. 1926, to March 1st. 1928,	\$600.00
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Less payment made thereon on September 19th, 1927,	<u>116.00</u> 484.00
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Amount of interest due on said first mortgage from
March 1st, 1928, to May 15th, 1928 (date of sale), 62.50

Amount of the principal mortgage debt evidenced by the
promissory note secured by said second mortgage attached
hereto, said note being dated March 1st, 1912, 2,000.00

Amount of interest due on the said above described
promissory note from March 1st, 1926, to March 1st, 1928, 240.00

Amount of interest due on the said above described
promissory note from March 1st, 1928, to May 15th, 1928,
(date of sale), 25.00

Total amount of principal mortgage debt and interest
owing as of May 15th, 1928, \$7,811.50

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

I HEREBY CERTIFY that on this 14th. day of August, in the year nineteen
hundred and twenty eight, before me, the subscriber, the Clerk of the Circuit Court
for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgages,
and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is
true to the best of his knowledge and belief.

Filed Aug. 14th. 1928.

B. Hackett Turner

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

CERTIFICATE OF PUBLICATION
OR ORDER NISI.
Filed Aug. 14th. 1928.

William R. Horney, Assignee of Mortgage,
vs.
Thomas F. Shortall, Rosalie A. Shortall, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2741.

Ordered, this 24th. day of May, A. D. 1928, 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 second
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 second day of July, next.

The Report states the amount of sales to be \$6,912.19.

B. Hackett Turner, Clerk.
Filed May 24th. 1928.
True Copy
Test: B. Hackett Turner, Clerk.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Aug. 3, 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi
in the case of William R. Horney, Assignee of Mortgages, vs. Thomas F. Shortall
and Rosalie A. Shortall, 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, the first publication thereof having been made on the 31st. day
of May, more than four weeks before the 2nd. day of July, in the year 1928.

Filed Aug. 14th. 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

FINAL ORDER OF RATIFICATION.

WILLIAM R. HORNEY,
Assignee of Mortgages,

vs.

THOMAS F. SHORTALL and
ROSALIE A. SHORTALL, his wife,
Mortgagors.

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

Cause No. 2741.

ORDERED, this fourteenth day of August, 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 sale of the real estate made by William R. Horney, Assignee of Mortgages, and reported by him in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the preceding Order Nisi, passed in this cause on the 24th day of May, nineteen hundred and twenty eight; and the said William R. Horney, Assignee of Mortgages 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 August 15th. 1928.

Thomas J. Keating.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed Nov. 3rd. 1928.

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

William R. Horney, assignee of mortgages, (Cause No. 2741.
vs.)
Thomas F. Shortall et ux., mortgagors. (

To the Honorable, the Judges of said Court:

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

That it appears from the proceedings of this cause that the sale herein made and reported was made under two mortgages which are described in the statement of the mortgage debt filed herein.

That it appears from the papers of the cause and the vouchers of William R. Horney, the party making the sale, that the amount of the sale made is not sufficient to pay the cost of the sale and the amount of the mortgage indebtedness due under the said two mortgages on the day of sale.

That in the within account stated by the auditor the said William R. Horney is charged with the gross amount of the sale made by him and is then thereout allowed his commissions on the gross sale for making the sale, per the terms of the mortgages, then the cost of the sales inclusive of court cost, bond charges, cost of advertising the sale and several orders nisi of the cause and the fee of the auditor, and finally there is distributed unto the said William R. Horney as assignee of the mortgage the balance of the sale then remaining.

That the auditor appends below a statement showing the amount due by the mortgagor under the two mortgages after the application thereto as a credit the amount distributed to William R. Horney by the within account.

Which is respectfully submitted.

Madison Brown,
Auditor.

Statement of Mortgage Debt.

Thomas F. Shortall to William R. Horney, assignee of the two mortgages described in this cause, 1928.	Dr.	
May 15: To the amount due on this date under said mortgages, per statement filed, to wit:		\$7,811.50
Cr. By the amount distributed to said William R. Horney by the within account, to wit:		<u>6,396.56</u>
To amount due William R. Horney as assignee, bearing interest from May 15, 1928,		\$1,414.94

November 2, 1928.

Madison Brown,
Auditor.

Cause 2741.

The proceeds of the sale of the mortgaged real estate of Thomas F. Shortall, mortgagor, in account with William R. Horney, assignee of the two mortgages described in this cause, the person making the sale of said mortgaged real estate under said two mortgages.

1928

May 15

Cr.

By the gross amount of the mortgage sale of this cause, per the report of sale filed herein, to wit: the sum of \$6,912.19

Dr.

To William T. Horney, the party making the sale, for his commissions, per terms of the mortgage, to wit: the sum of \$321.49

To do., for the court cost of this cause, per statement of clerk as follows, to wit:
Costs of B. H. Turner, clerk, paid per said statement receipted exhibited, 23.75
Appear. fee of plaintiff's solicitor, 10.00 33.75

To do., for the cost of his bond with corporate surety thereon filed herein paid said surety, per receipted account for same exhibited, to wit: the sum of 30.00

To do., for the amount paid by him to J. E. Anthony, auctioneer, for crying the sale reported, per his receipt for same exhibited, to wit: the sum of 20.00

To do., for cost of advertising in The Centreville Observer notice of sale, per account for same receipted exhibited, to wit: sum of 52.89

To do., for the cost of advertising in The Centreville Record notice of sale and the several orders nisi of the cause as per account for same receipted exhibited appears, to wit: the sum of 53.00

To Madison Brown, auditor, for stating this account, the sum of 4.50
\$515.63

To William R. Horney, assignee of the two mortgages mentioned above, in part of his claim thereunder, this balance, to wit: 6,396.56
\$6,912.19 \$6,912.19

For statement of mortgage debt see page 1.

Madison Brown, Auditor.
Nov. 2-1928.

NISI RATIFICATION OF AUDIT.

William R. Horney,
Assignee of Mortgages,

vs.

Thomas F. Shortall, et ux.,
Mortgagors.

{ IN THE CIRCUIT COURT
{ FOR QUEEN ANNE'S COUNTY,
{ IN EQUITY.
{ CASE NO. 2741.

ORDERED, This third day of November, 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 3rd. day of December, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 26th. day of November, 1928, in some newspaper printed and published in Queen Anne's County.

Filed November 3rd. 1928.

B. Hackett Turner, Clerk.

FINAL ORDER OF COURT RATIFYING AUDIT.

WILLIAM R. HORNEY,
Assignee of Mortgages,

vs.

THOMAS F. SHORTALL and
ROSALIE A. SHORTALL, his wife,
Mortgagors.

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

Cause No. 2741.

ORDERED, this 8th. day of December, 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 foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the previous order of ratification nisi passed thereon in this cause, and the Assignee, William R. Horney, 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, according to the dates of the two mortgages.

Thomas J. Keating.

Filed December 8th. 1928.

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 BILL OF COMPLAINT was filed for record, to wit:-

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

The Church Hill Bank of Maryland,
a corporation,

versus

Joseph B. Taylor, executor of Carrie L. Taylor, Joseph B. Taylor, in his own right, Mary E. Baumister, formerly Mary E. Taylor, and Victor Baumister, her husband, Susan V. Sterling, and Grover C. Sterling, her husband, Mary R. Taylor, Mary F. Thompson, Thomas J. Taylor, Esther Taylor, Ruth Taylor, Joseph B. Taylor, Junior.

Chancery Docket,
Cause No/ 2612.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Your orator, which sues as well for itself as for all of the other creditors of Carrie L. Taylor, late of Queen Anne's County aforesaid, deceased, who will come in and contribute to the expenses of this suit, complaining, says:-

1. That your orator is a corporation engaged in the banking business duly incorporated under the laws of the State of Maryland.
2. That a certain Carrie L. Taylor, late of Queen Anne's County aforesaid, deceased, was in her life time indebted unto Your orator in the sum of Five Hundred dollars on a certain promissory note, now over due, made by her and signed also for her by Joseph B. Taylor and Mary R. Taylor, payable to the order of your orator, dated on the 16th day of February, 1924, and payable six months after date, and including the additional promise to pay all costs incident to the collection thereof including also five per centum commissions of collection; as will appear by said note which is filed herewith as part hereof marked "Exhibit A".
3. That the said Carrie L. Taylor was in her lifetime, seized and possessed or otherwise entitled to the following described real estate, to wit:-
 1. A lot of land improved by a frame dwelling house called or known as "The George T. Taylor Property", "The Carrie L. Taylor Home Property" situate, lying and being in the First election district of Queen Anne's County, State of Maryland, in or near Ingleside, on the State Road from Ingleside to Greensboro adjoining the M. E. Church Property, containing two acres of land, more or less, subject, however, to a life estate therein of Mary E. Taylor, mother of Carrie L. Taylor, being the same property which George T. Taylor, father of Carrie L. Taylor, by his last will and testament of record among the will record books of said County devised unto Mary E. Taylor for life with remainder to said Carrie L. Taylor.
 2. Of one undivided half part (subject to the mortgage hereinafter mentioned) in, to and of a farm or tract of land called the "George T. Taylor Farm", situate on the road from Price to the State Road from Tilghman's to Ingleside; which farm is subject to a mortgage of three thousand dollars made by Joseph B. Taylor and Carrie L. Taylor to Madison Brown, trustee, dated July 30, 1921, and duly recorded in J. F. R. No. 7, folio 232, a land record book of Queen Anne's County aforesaid.

That the said Carrie L. Taylor, being so seized and possessed of said real estate or otherwise entitled thereto, did on or about March 13, 1918, duly make and execute her last will and testament in writing and thereby amongst other things she devises her real estate, in the following manner, to wit:-

- (A) She devises her home in Ingleside (said County) being the lot of land and dwelling mentioned in sub-paragraph No. 1 of the preceding paragraph unto her two neices, Susan V. Sterling and Mary E. Taylor, now Mary E. Baumister.
- (B) She devises her half part of the farm mentioned in sub-paragraph No. 2 of the preceding paragraph unto her brother, Joseph B. Taylor, in trust for certain purposes for the life of Mary R. Taylor, her mother, with directions that at her mothers death that the farm be sold and the proceeds of sale she bequeaths as follows:-
- (C) For a tombstone for her grave and that of her father and mother Three Hundred fifty dollars.
- (D) To Mary F. Thompson, a neice, five dollars.
- (E) To Joseph B. Taylor, fifty dollars.

- (F) To Thomas J. Taylor, fifty dollars.
 - (G) To Esther Taylor, and Ruth Taylor, One hundred dollars to be equally divided between them.
 - (H) To Joseph B. Taylor, the amount of said note and interest thereon if he is obliged to pay the same.
 - (I) To the upkeep of the grace of herself and of her mother and father a reasonable sum.
 - (J) Unto Joseph B. Taylor, Thomas J. Taylor, Susan V. Sterling, Ruth Taylor and Joseph B. Taylor junior, the balance of said sale.
4. That the said Carrie L. Taylor, being indebted as aforesaid, unto your orator and also unto divers other persons in large sums of money and being entitled to the real estate herein before described, departed this life sometime in the month of May, in the year nineteen hundred and twenty four, leaving her last will and testament unaltered and unrevoked.
 5. That shortly after the death of the said Carrie L. Taylor, to wit: on the fifth day of August, 1924, said last will and testament was in due form of law admitted to probate before the Orphan's Court of Queen Anne's County aforesaid; a certified copy of said last will and testament and of the probate proceedings thereof, marked "Exhibit B", is filed herewith as part hereof.
 6. That on the fifth day of August, 1924, letters testamentary under said will were in due form of law granted by the Orphan's Court of said County unto the said Joseph B. Taylor who is named in said last will and testament as the executor thereof; a certificate of the grant of said letters marked "Exhibit C", is filed herewith as part hereof.
 7. That the said Joseph B. Taylor, as executor aforesaid, has possessed himself of the personal estate left by the said Carrie L. Taylor and is now duly administering the same.
 8. That your orator is advised and charges that the personal estate left by the said Carrie L. Taylor at the time of her death is not sufficient to pay the debts due or owing by her at the time of her death and the cost of administration incident to her personal estate.
 9. That your orator is advised that it and the other creditors of the said Carrie L. Taylor are entitled to have paid out of the real estate of the said Carrie L. Taylor in the hands of her said devisees whatever balances may be due to them on their respective claims against the said Carrie L. Taylor, after the application thereto of her personal estate.
 10. That the said Joseph B. Taylor who is a party defendant hereto both as executor and in his own right, is a resident of Queen Anne's County aforesaid.
 11. That the said Ruth Taylor and Joseph B. Taylor, junior, are infants under the age of twenty one years and reside with their father, the said Joseph B. Taylor.
 12. That the said Mary E. Baumister and Victor Baumister, her husband, are non residents of the State of Maryland, and reside on Onida Street, Fulton, New York.
 13. That the said Susan V. Sterling and Grover C. Sterling, her husband, are non-residents of the State of Maryland, and reside at 2112 Vermillion Road, Duluth, Minnesota.
 14. That Mary R. Taylor, the mother of the said Carrie L. Taylor is still living and resides with the said Joseph B. Taylor.
 15. That the said Mary F. Thompson, resides in Queen Anne's County, near Queenstown.
 16. That the said Thomas J. Taylor is a non resident of the State of Maryland and resides in Georgetown, Delaware.
 17. That the said Esther Taylor, is an infant under twenty one years of age and is a non-resident of the State of Maryland and resides with her father, Thomas J. Taylor, in Georgetown, Delaware.

To the end, therefore:

- (1) That the aforesaid real estate of the said Carrie L. Taylor, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of a debt due as aforesaid, by the said Carrie L. Taylor unto your Orator and for the payment of all the other debts which were owing or due by the said Carrie L. Taylor at the time of her death, or for the payment of the balances which may remain due on said debts after the application thereto of the personal estate left by the said Carrie L. Taylor.
- (2) That your orator, may have such other and further relief as its case may require.

May it please Your Honors to grant unto your orator, the writ of subpoena directed to the said Joseph B. Taylor, executor of Carrie L. Taylor, and to the said Joseph B. Taylor in his own right, to the said Mary R. Taylor and to the said Mary F. Thompson, adults and to the said Ruth Taylor and to the said Joseph B. Taylor, junior, both of whom are infants, all of whom reside in Queen Anne's County aforesaid, 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 also the other of publication unto the said Mary E. Baumister and Victor Baumister, her husband, of the State of New York to the said Susan V. Sterling and Grover C. Sterling, her husband, of the State of Minnesota, to the said Thomas J. Taylor of the State of Delaware, adult defendants and to the said Esther Taylor, of the State of Delaware, infant, all of whom are non-residents of the State of Maryland, 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.,

Madison Brown.

Solicitor for Plaintiff.

EXHIBITS NOS. A.B.& C. Filed Aug. 4th. 1925.

Exhibit A.

\$500.00	Prices	Post Office	Feb. 16, 1924	2nd.	<u>RENEWAL</u>	
	Six months after date, for value received, we promise				No. 9165	-
	to pay to the order of				\$500.00	-
					Due	-
					Aug. 16/24	-
						-

THE CHURCH HILL BANK OF MARYLAND

the sum of Five Hundred -----dollars
100

payable at the Banking House of said Bank in Church Hill, Maryland, and, if not paid at maturity, we further agree to pay all costs and 5 per centum commission for collecting same, and I, we or either of us, whether makers, securities, indorsers or guarantors, do 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.

Pay proceeds of this note to first signer.

- Ten Cent	-	Carrie L. Taylor.
- Documentary	-	Joseph B. Taylor
- Stamp	-	Mary R. Taylor
- CLT	-	mark
- 2/16/24.	-	

Test: Joseph B. Taylor

Due.

And on the back of the foregoing note was thus endorsed, to wit:-
For value received, we hereby jointly and severally guarantee the payment of the within note at maturity and the costs and commissions incident to the collection and if not paid at maturity we further agree to pay 5 per centum commission for collecting same, and we do hereby confess judgment to be entered by proper officials at any time after maturity for the amount then due hereunder with all exemptions waived.

Examined and entered on Docket of Claims and will be allowed when paid, per order of Court.

Wm. T. Bishop.
Register of Wills for Queen Anne's County.

And attached to the above note is the followings:

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

I hereby certify that on this 5th. day of Sept. 1924, before the subscriber, a Justice of the Peace of the State and County aforesaid, personally Nelson J. Brown, Cashier, and made oath in due form of law that the annexed note as stated, is just and true, and that he has not received directly or indirectly and part or parcel of the money charged to be due thereon, or any security or satisfaction for the same.

Exhibit A. Cause. Wm. McK. Tilghman J.P.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-
On the 24th. day of May, 1927, before the subscriber, Register of Wills for Queen Anne's County, personally appeared Nelson J. Brown, Cashier Church Hill Bank of Maryland, and made oath according to law, that the annexed account as stated in just and true, and that they have not received any part of the money or any security or satisfaction given for the same.

By the Orphan's Court of Queen Anne's County: Wm. T. Bishop. Register of Wills
May 24th. 1927
The annexed note will pass when paid.
Test: Wm. T. Bishop. Register of Wills.

Exhibit B.

I, Carrie L. Taylor, of the village of Ingleside or Ingleside, Queen Anns County, State of Maryland, being of sound mind and memory, do make and declare this to be my last will and testament, to wit:-

All my just debts and funeral expenses shall be paid.

I nominate and appoint my brother Joseph B. Taylor to be the executor or administrator of this my last will and testament, giving bond.

I give, devise and bequeath to my mother, a policy I hold on furniture, and all my personal property to use till her death, then what is left of my personal property is to be divided between my two neices Mary E. Taylor and Mrs. Susan V. Sterling.

I give, devise and bequeath the home in Ingleside at my mother death, or where ever that home mabe, that is bought with the money, from sale of our present home left to my mother and I, by my father, Geo. T. Taylor. The said home is to go to my two neices "at my mother death" for a home for either as long as needed, if not it to be sold, and money for same is to be equal divided two neices named.

I wish my brother Joseph B. Taylor to rent my hald of farm, and honestly do his best to have successful crops, or rent it to a responsible person that will do so, till my mother death, it is then to be sold, to the highest bidder at public or privit sale. From the yearly crop rents, of my half of said farm, till my mother death. I wish the following yearly expenses that is required of me, from my half of farm, which includes half of my mothers money legacy, and her living expenses Dr. bills, half of taxes and insurance on farm and out buildings on same, and half of necessary land improvements for crops of said half of farm. I pay the full amount of taxes and insurances on my mother home till her death.

From my real estate, half of farm, where my brother Joseph B. Taylor, now resides, known as the George T. Taylor farm, joining farms, Crows nest and Potter farm, when sold at my mother death, after all my hald of my fathers legacies "not paid" is to be paid, and half of my mother funeral expenses. I give and bequeath the following legacies.

First: Three hundred and fifty dollars for tomb stones, for fathers, mothers and my graves.

Second: The sum of five dollars to Mary F. Thompson, my neice, wife of Joseph Thompson.

Third: The sum of fifty dollars to Joseph B. Taylor.

Fourth. The sum of fifty dollars to Thomas J. Taylor, my brother.

Fifth: The sum of one hundred dollars equal divided between Esther and Ruth, daughters of Thomas J. and Joseph B. Taylor.

Sixth: If my brother, Joseph B. Taylor, as administrator or executor of my will has to assume a note of five hundred dollars I owe the Church Hill Bank of Md. or what ever is unpaid at my death and my mothers death, he is to have the amount and interest he paus on same, from my real estate when sold, at my mothers death.

Seventh: I give, devise and bequeath balance of real estate after a reasonable sum put by for, keeping fathers, mothers and my graves cleane, is to be equal divided between Joseph B. Taylor, Thomas J. Taylor, Susan V. Sterling, my neice and Ruth Taylor, Joseph Jr. children of Joseph B. Taylor.

I declare this to be my last will and testament. In testimony whereof I hereunto set my hand and seal this 13th. day of March, in the year of 1918.

In witness

Carrie L. Taylor.

(SEAL)

Signed, sealed, declared her will and testament by the above named testatrix, in our presence, who have, at her request and in her presence, and in the presence of each other, signed our named as witnesses thereto.

Lydia A. Holden.

Stuart M. Walraven.

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

On the twentieth day of May, A.D. 1924, came Joseph B. Taylor, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of Carrie L. Taylor, deceased, and made oath in due form of law that the aforegoing is the true and whole will of said deceased that has come to his hand and possession and that he does not know nor has he heard of any other and that he received the same from papers, of the deceased on or about the fifth day of May, A.D. 1924.

William T. Bishop.

Register of Wills for Queen Anne's County.

Sworn before:-

IN THE ORPHAN'S COURT OF QUEEN ANNE'S COUNTY, TO WIT:-
STATE OF MARYLAND, QUEEN ANNE'S COUNTY: SCT:-

On the fifth day of August, in the year nineteen hundred and twenty four, came in open court Lydia A. Holden, one of the subscribing witnesses to the aforegoing last will and testament of Carrie L. Taylor and having been duly sworn in due form of law she did say and declare that she did see the said Carrie L. Taylor, the testatrix, sign and seal the said will, of the said Carrie L. Taylor, hereunto attached and exhibited to the said witness, that she heard her, the said Carrie L. Taylor, publish, pronounce and declare the same to ber her last will and testament that at the time of her so doing she, the said Carrie L. Taylor was to the best of

her apprehension of sound and disposing mind, memory and understanding, that she the said Lydia A. Holden and the other subscribing witness Stuart M. Walraven did subscribe their names as witnesses to said will in the presence of the said Carrie L. Taylor and at her request and the presence of each other; that the name Stuart M. Walraven subscribed to said will as a witness is the handwriting of the said Stuart M. Walraven and was signed thereto by him the said Stuart M. Walraven in the presence of her, this affiant; that the said Stuart M. Walraven is on this date a non resident of the State of Maryland and is beyond the jurisdiction of this Court:-

Sworn to in open court; Cert: per

Wm. T. Bishop.
Register of Wills for Queen Anne's County.

IN THE ORPHANS COURT FOR QUEEN ANNE'S COUNTY:-

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

On this fifth day of August, in the year nineteen hundred and twenty four, came into open court Joseph B. Taylor, and having been duly sworn did depose and say as follows:

My name is Joseph B. Taylor, I live in Queen Anne's County, State of Maryland, Carrie L. Taylor whose will is now exhibited to me by the Register of Wills of Queen Anne's County, was my sister. She died at my home in Queen Anne's County on May 1, 1924, I am familiar with her signature and get my familiarity and knowledge thereof my having seen her sign her name many times in her life time to checks, notes and other papers. The signature in the words "Carrie L. Taylor" subscribed as a signature to the foregoing last will and testament of Carrie L. Taylor is the true and genuine signature of my sister, the said Carrie L. Taylor, for I have examined carefully said signature- I know that Stuart A. Walraven the other subscribing witness is on this date a non-resident of the State of Maryland.

Sworn in open Court:
Test:

William T. Bishop.
Register of Wills for Queen Anne's County.

STATE OF MARYLAND, SCT:-
IN THE ORPHANS' COURT
FOR QUEEN ANNE'S COUNTY:

The foregoing instrument of writing purporting to be the last will and testament of Carrie L. Taylor, late of Queen Anne's County, deceased, having been offered 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 Instrument of Writing and also the evidence adduced as to its validity, orders and decrees this fifth day of August, A.D. 1924, that the same be admitted as the true and genuine last will and testament of the said Carrie L. Taylor, deceased.

W. Hopper Gibson
John R. Benton
Chas. E. Cannon.

Judges of the Orphan's
Court for Queen Anne's
County.

Exhibit C.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-
TO ALL TO WHOM these Presents shall come or May Concern;

KNOW YE, that on the 5th. day of August, A.D. 1924 before the Orphan's Court of Queen Anne's County, duly thereunto elected, commissioned and qualified according to the Constitution of the State of Maryland, the last will and testament of Carrie L. Taylor, late of said County, deceased, was in due form of law admitted to probate, and that on the 5th. day of August, A.D. 1924, 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 her said last will and testament, were granted unto Joseph B. Taylor, the executor in and by the said Bill named appointed he having first entered into bond with approved security for the due performance thereof according to law.

IN TESTIMONY WHEREOF, I, William T. Bishop, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphan's Court of Queen Anne's County, this first day of August, A.D. 1925.

W. T. Bishop
Register of Wills.

Seal's
Place.

Cost 50¢

Subpoena.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:-
THE STATE OF MARYLAND.

To Ruth Taylor, 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 September next, to answer the complaint of The Church Hill Bank of Maryland, a corporation, 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, 1925,
Issued the 4th. day of August, 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 September next, being the Return day.

B.Hackett Turner, Clerk.

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

I hereby certify that on this sixth day of August, 1925, I did serve the within writ of subpoena upon Ruth Taylor, infant, named therein by reading the same to her and by delivering at the same time a copy of said writ of subpoena furnished me by the Clerk of the Court for said delivery to Joseph B. Taylor, her father.

Filed Aug. 12th. 1925.

T.Frank Seward, Sheriff

Subpoena.

Seal's Place. QUEEN ANNE'S COUNTY, to wit:-
THE STATE OF MARYLAND.

To Joseph B. Taylor, Executor of Carrie L. Taylor and
Joseph B. Taylor in his own right 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 September, next, to answer the complaint of The Church Hill Bank of Maryland, a corporation 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, 1925,
Issued the 4th. day of August, in the year 1925.

Madison 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 September next, being the return day.

B.Hackett Turner, Clerk.

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

I hereby certify that on this sixth day of August, 1925, I did serve the within writ of subpoena upon Joseph B. Taylor, named therein by reading the same to him and by delivering to him at the same time a copy of said writ of subpoena furnished me by the Clerk of the Court for said delivery.

Filed Aug. 12th. 1925.

T.Frank Seward,
Sheriff.

Subpoena.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:
THE STATE OF MARYLAND.

To Joseph B. Taylor, 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 September next, to answer the complaint of The Church Hill Bank of Maryland, a corporation 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, 1925.

Issued the 4th. day of August, in the year 1925.

Madison Brown
Solicitor for Complainants.

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 September next, being the return day.

B.Hackett Turner, Clerk.

And on the back of the foregoing is thus endorsed, to wit:-

I hereby certify that I did serve the within writ of summons upon Joseph B. Taylor, junior, named therein by reading the same to him and by delivering unto Joseph B. Taylor, his father, a copy of said writ of subpoena furnished me for said delivery by the Clerk of the Court on this sixth day of August, 1925.

Filed Aug. 12th. 1925.

T.Frank Seward, Sheriff.

Subpoena

Seal's

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

To Mary R. Taylor 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 Centerville, in said County, on the first Monday of September next, to answer the complaint of The Church Hill Bank of Maryland, a corporation 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, 1925.

Issued the 4th. day of August, in the year 1925.

B.Hackett Turner, Clerk.

Madison Brown

Solicitor for Complainants.

TO THE DEFENDANTS: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of September, next, being the return day.

B.Hackett Turner, Clerk.

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

I hereby certify that on this sixth day of August, 1925, I did serve the within writ of subpoena upon Mary R. Taylor, named therein by reading the same to her and delivering at the same time a copy of said writ of subpoena furnished me by the Clerk of the Court for said delivery, to her said Mary R. Taylor.

Filed Aug. 12th. 1925.

T.Frank Seward, Sheriff.

Filed Jany. 16th. 1928 Ans. of Susan and Grover C. Sterling to Bill of Complaint, with said paper was not in the office at the time of the recording of these papers.

Filed Jany. 31st. 1928 Suggestion of death of Joseph B. Taylor, executor, etc.. with order of Court thereon.

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

The Church Hill Bank of Maryland

Vs.

Joseph B. Taylor, et.al.

Cause No. 2612.

To the Honorable, the Judges of said Court:-

The Church Hill Bank of Maryland, plaintiff of above cause respectfully suggests unto the court that in 1927, since the filing of the bill of complaint in the above cause, Joseph B. Taylor, who was a party defendant to said bill as the executor of Carrie L. Taylor mentioned in said bill, departed this life and that letters of administration cum testamento annexo de bonis non upon the personal estate of the said Carrie L. Taylor have been granted by the Orphan's Court of said county unto Madison Brown and Earle J. Everett, as will appear from a certificate thereof hereunto will appear.

Your petitioner therefore prays your Honors to pass an order making the said Madison Brown and Earle J. Everett, administrators as aforesaid of the estate of Carrie L. Taylor, deceased, parties defendant to the said bill of complain in the place and stead of the said Joseph B. Taylor.

Respectfully submitted.

The Church Hill Bank of Maryland.
By Madison Brown,
Its attorney.

I hereby certify that before personally appeared said Madison Brown and he did make oath in due form of law that the matters and things set forth in the foregoing suggestion are true as therein stated to the best of his knowledge and belief.

B.Hackett Turner, Clerk.

To the Honorable, the Judges of said Court:

The undersigned admit the matters and things set forth in the foregoing suggestion to be true and they hereby give their consent to be made parties defendant to the above entitled cause and to the bill of complaint filed therein in the place and stead of said Joseph B. Taylor, executor of Carrie L. Taylor, deceased, and they do hereby waive notice by subpoena.

Madison Brown/
Earle J. Everett.

Administrators cum testamento annexo
de bonis non of Carrie L. Taylor, deceased.

Upon the foregoing petition and consent of the said Madison Brown and Earle J. Everett, administrators as aforesaid of Carrie L. Taylor, it is on this 31st. day of January, 1928, ordered by the Circuit Court for Queen Anne's County in Equity, that said Madison Brown and Earle J. Everett, administrators cum testamento annexo de bonis non of the estate of Carrie L. Taylor, deceased, be and they are hereby made parties defendant to the bill of complaint filed in above cause in the place and stead of Joseph B. Taylor, deceased, and the parties are allowed to proceed in the cause according to the course of this Court.
Filed Jan. 31st. 1928.

Thomas J. Keating.

Petition of plaintiff for leave to dismiss bill as to Mary R. Taylor et al. and leave to retain same against the personal representative of Carrie L. Taylor, Susan V. Sterling and Mary E. Baumister, filed Jan. 31st. 1928, and order of Court thereon.

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

The Church Hill Bank of Maryland.

versus

Joseph B. Taylor, executor, et al.

Cause No. 2612 .

To the Honorable, the Judges of said Court:-

1. That as will appear by reference to the bill of complaint filed by your petitioner in this cause Mary R. Thompson, Joseph B. Taylor (in his own right) Thomas J. Taylor, Esther Taylor, Ruth Taylor and Mary R. Taylor and Joseph Taylor were made parties to the bill of complaint simply because they were interested under the will described in said bill of Carrie L. Taylor mentioned in said bill of complaint in the sale of the half part of the said Carrie L. Taylor in the farm or land described in said bill by the name of the "George T. Taylor Farm" directed by said Will to be made.
2. That as will appear by reference to sub-paragraph 2 of paragraph 3 of the bill the said Carrie L. Taylor owned at the time of her death said one undivided part of said farm subject, however, to a certain mortgage given by Joseph B. Taylor and the said Carrie L. Taylor, in her lifetime on the farm as a whole unto Madison Brown, trustee, dated July 30, 1921, and recorded among the land record books on said county in Liber J.F.R.No.7, fol. 232.
3. That since the day of the date of the filing of the said bill of complaint, to wit: on the 30th. day of May, 1927, the entire tract of land or farm so called "The George T. Taylor Farm" including of course said half interest of the said Carrie L. Taylor was sold at public sale under the power of sale in said mortgage contained and the sale so made has been completed by ratification by this Court in a cause herein in which the sale was made by the delivery of the deed for the property sold unto the purchaser at said sale by the party making the sale.
(Note: for the proceedings of said sale under said mortgage reference is hereby made to Cause No. 2405 of this Court)
4. That because said undivided half part of said farm which the said Carrie L. Taylor owned at the time of her death as aforesaid has been thus sold no decree for the sale thereof can be passed in this cause under said bill of complaint, and therefore the said Mary R. Thompson, Joseph B. Taylor (in his own right) Thomas J. Taylor, Esther Taylor, Ruth Taylor and Mary R. Taylor and Joseph Taylor, are no longer interested in any property which can be sold under any decree to be passed in this cause, and are no longer necessary parties to the bill of complaint and are no longer proper parties to the bill, and to continue them as parties defendant to said bill would not only impose upon them the unnecessary burden of defending the suit instituted by the bill but would impose unnecessary labor and expenses upon the plaintiff and those other creditors of the said Carrie L. Taylor who desire to come in and contribute to the expenses of the suit.

Your petitioner therefore prays Your Honors to pass an order granting your petitioner leave to dismiss his said bill of complaint as to the said Mary R. Thompson, Joseph B. Taylor (in his own right) Thomas J. Taylor, Esther Taylor, Ruth Taylor and Mary R. Taylor and Joseph Taylor, Jr. and to proceed against the personal representative of the Carrie L. Taylor, Susan V. Sterling and Mary E. Taylor now Mary E. Baumister, who are the other and re-

maining parties to the bill of complaint in the same manner as if they had been the only original parties defendant to the said bill according to the course of this court.

And your petitioner prays for such relief as its case may require.

And as in duty bound etc.,

Madison Brown.
The Church Hill Bank of
Maryland, plaintiff,
petitioner.

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

I hereby certify that on this 31st. day of January, in the year nineteen hundred and twenty eight, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown, the attorney of the Church Hill Bank of Maryland, the petitioner above named and he did make oath in due form of law that the matters and things set forth in the foregoing petition are true as therein stated to the best of his knowledge and belief.

B.Hackett Turner, Clerk.

Ordered, by the Circuit Court for Queen Anne's County, in Equity, on this 31st. day of January, upon the foregoing petition and affidavit, that leave be and the same is hereby granted to The Church Hill Bank of Maryland, plaintiff filing the bill of complaint filed in this cause.

(1) to dismiss the said bill of complaint as to Mary F.Thompson, Joseph B. Taylor (in his own right) Thomas J.Taylor, Esther Taylor, Ruth Taylor and Joseph Taylor, Jr. Mary R.Taylor, parties defendants to said bill;

(2) to proceed according to the course of this court against the legal representative of Carrie L.Taylor, Victor Baumister, Grover C.Sterling, Susan V.Sterling and Mary E.Baumister, the other defendants to said bill in the usual course of this court in same manner as if they had been the only original defendants to said bill.

And it is further ordered that that the said plaintiff, The Church Hill Bank of Maryland, give notice to the said Susan V.Sterling and Mary E.Baumister, who appear from the bill of complaint to be non-residents of the State of Maryland, of the substance and object of the bill of complaint as the same shall stand after, the amendment thereof under this order by advertisement in one newspaper published in Queen Anne's County, in accordance with section 142 of Article 16 of the Annotated Code of the Public General Laws of Maryland.

Thomas J.Keating.

Fuled Jan. 31st. 1928.

Answer of above defendants to amend bill of complaint and their waiver to order of publication now running, filed Feby. 13th. 1928.

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

The Church Hill Bank of Maryland

versus

Joseph B.Taylor, executor,
Susan V.Sterling,
Grover C.Sterling, et al.

Cause No. 2612.

To the Honorable, the Judges of said Court:-

The joint and several answer of Susan V.Sterling and Grover C.Sterling her husband to the bill of complaint as amended against them and others in the said court in the said cause exhibited.

These respondents admit the several matters and things stated in the bill of complaint as amended to be true and consent to the passage of the decree prayed for.

These respondents waive any further advertisements of the order of publication now running in the Centreville Record against in relation to the bill of complaint as amended.

And as in duty bound etc.

Susan V.Sterling
Grover C.Sterling

February 7th. 1928.

Filed March 31st. 1928 Certificate of Administration.

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

I, William T. Bishop, Register of Wills in and for Queen Anne's County, State of Maryland, and by law Keeper of the Seal and of the records and of the original papers of the Orphan's Court for Queen Anne's County, DO HEREBY CERTIFY that it appears from the records in said court, that on the twenty first day of June, A.D. nineteen hundred and twenty seven Letters of Administration cum testamento annexo of all and singular the goods, chattels, credits and personal estate of Carrie L. Taylor, late of Queen Anne's County, deceased, not already administered, were granted and committed unto Earle J. Everett and Madison Brown, after they had entered into bond with approved security for the due performance thereof, according to law, and after they had taken the oath by law required of them.

IN TESTIMONY WHEREOF, I, Wm. T. Bishop, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the seal of the Orphan's Court of Queen Anne's County, this 31st. day of January, nineteen hundred and twenty eight.

Seal's
Place.

Wm. T. Bishop.
Register of Wills for Queen Anne's County.

Costs of Register of Wills .50

Copy of order of publication filed March 31st. 1928.

ORDER OF PUBLICATION.

In the Circuit Court for Queen Anne's County, in Equity.
Cause No. 2612.

The Church Hill Bank of Maryland, Plaintiff

versus

Joseph B. Taylor, executor of Carrie L. Taylor,
Susan V. Sterling, Grover C. Sterling, her husband,
Mary E. Baumister, Victor Baumister, her husband,
Defendants.

The object of this suit according to the bill of complaint as amended by order of Court of January 31, 1928, is to procure a sale of the real estate of which Carrie L. Taylor, late of said county, died seized and possessed, known as her "Home property" located in Ingleside in said county, for the payment of her debts. The bill as amended states: that Carrie L. Taylor in her life time and at time of her death was indebted unto the plaintiff in sum of \$500.00 by her promissory note dated February 16, 1924, payable six months after date, now overdue; that she died in said county in May, 1924, leaving a last will and testament, which was shortly after her death admitted to probate before the Orphans' Court of said county; that letters testamentary thereon were in due form granted to Joseph B. Taylor as executor named in said will by said court; that at time of her death she was seized and possessed of a lot of land improved by a frame dwelling located in Ingleside in said county and known as "The Carrie Taylor Home Property"; that by said will she devised said real estate unto Susan V. Sterling and Mary E. Taylor, who is now Mary E. Baumister; that said Carrie L. Taylor did not leave sufficient personal property at time of her death to pay the debts due and owing by her at the time of her death; that Grover C. Sterling is the husband of Susan V. Sterling and Victor Baumister is the husband of Mary E. Baumister; that the said Susan V. Sterling, Grover C. Sterling, Mary E. Baumister and Victor Baumister are all non residents of the State of Maryland, Susan V. Sterling and Grover C. Sterling residing in Duluth, Minnesota, and Mary E. Baumister and Victor Baumister in Fulton, New York; that the plaintiff and other creditors of Carrie L. Taylor are entitled to have said real estate sold and their claims paid out of the proceeds of sale. The bill prays for a sale of the above described property or so much thereof as may be necessary for the payment out of the proceeds of sale of the claims of the plaintiff and of the other creditors of the said Carrie L. Taylor or for the payment of those parts of said claims which will remain unpaid after application there to of the personal estate.

The proceedings show that Mary F. Thompson, Joseph B. Taylor (in his own right) Thomas J. Taylor, Mary R. Taylor, Ruth Taylor, Esther Taylor and Joseph B. Taylor, were also parties to the original bill but that the will has been dismissed as to them and that Madison Brown and Earle J. Everett, administrators cum testamento annexo de bonis non of the estate of Carrie L. Taylor have been made parties defendant in the place of Joseph B. Taylor executor, now dead.

It is thereupon, this first day of February, 1928, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiff, 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 8th. day of March, 1928, give notice to the said Susan V. Sterling, Grover C. Sterling, Mary E. Baumister and Victor Baumister, 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 24th. day of March next, to show cause, if any they have, why a decree ought not to pass as prayed.

Filed February 1st. 1928

B. Hackett Turner, Clerk.

True copy,

Test: B. Hackett Turner, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Mar.22nd. 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certified that the Order of Publication in the case of The Church Hill Bank of Md. Vs. Joseph B. Taylor, Ex. et al. Cause No. 2612, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks (1st insertion Feb.2nd. 1928) before the 8th. day of March, in the year 1928.

Filed March 31st. 1928.

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

Answer of Madison Brown and Earle J. Everett administrators C.T.A.D.B.N. filed Apr. 10th. 1928.

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

The Church Hill Bank of Maryland, Plaintiff

versus

Joseph B. Taylor, executor of Carrie L. Taylor, Susan V. Sterling, Grover C. Sterling, her husband, Mary E. Baumister, Victor Baumister, her husband, Defendants.

Cause No. 2612.

To the Honorable, the Judges of said Court:-

The joint and several answer of Madison Brown and Earle J. Everett administrators with the will annexed de bonis non of the personal estate of Carrie L. Taylor, deceased, to the bill of complaint against them in the above entitled cause exhibited, amended.

These defendants admit the several matters and things set forth in the amended bill of complaint filed in the above cause and consent to the passage of such decree as may be right and proper.

Madison Brown
Earle J. Everett.
Earle J. Everett
Administrators cum testment
annexo de bonis non of
Carrie L. Taylor.

Order of Plaintiff dismissing bill as to certain parties filed March 31st. 1928.

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

The Church Hill Bank of Maryland,

versus

Joseph B. Taylor, executor of Carrie L. Taylor, et al.

Cause No. 2612.

To B.H. Turner, Clerk:

The Church Hill Bank of Maryland, the plaintiff, by Madison Brown, its attorney, acting under leave of the order of the court passed January 31, 1928, in the above cause hereby dismisses the bill of complaint filed in the above entitled cause against Mary F. Thompson, Joseph B. Taylor (in his own right) Thomas J. Taylor, Esther Taylor, Ruth Taylor, Joseph B. Taylor, junior and Mary R. Taylor as against them the said Mary R. Thompson, Joseph B. Taylor (his own right) Thomas J. Taylor, Esther Taylor, Ruth Taylor, Joseph B. Taylor Junior, and Mary R. Taylor.

You are therefore directed to enter the said bill of complaint and said cause "dismissed" as to them, the said Mary F. Thompson, Joseph B. Taylor (in his own right) Thomas J. Taylor, Esther Taylor, Ruth Taylor, Joseph B. Taylor junior, and Mary R. Taylor.

The Church Hill Bank of Maryland,
By
Madison Brown,
Its attorney.

Decree pro confesso Vs. Mary E. Baumister and Victor Baumister, filed Apr. 11th. 1930.

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

The Church Hill Bank of Maryland, Plaintiff

Versus

Cause No. 2612.

Joseph B. Taylor, executor of Carrie L. Taylor, Susan V. Sterling, Grover Sterling, her husband, Mary E. Baumister and Victor Baumister, her husband, Defendants.

The order of publication heretofore passed in this cause on February 1, 1928 against Susan V. Sterling and Grover C. Sterling, her husband, and Mary E. Baumister and Victor Baumister, her husband, has been duly published and it appears that Susan V. Sterling and Grover C. Sterling have appeared by filing their answer to the amended bill of complaint on February 13, 1928 but the defendants, Mary E. Baumister and Victor Baumister, her husband have failed to appear an answer the amended bill of complaint.

It is thereupon this 11th. day of April, 1928, 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 amended bill of complaint be and the same is hereby taken pro confesso against the said Mary E. Baumister and Victor Baumister, her husband; but because it does not certainly appear to what relief the plaintiff is entitled it is adjudged and ordered that leave be and the same is hereby granted the plaintiff to take testimony to support the allegations of the bill before Harry E. W. Mitchell as special examiner hereby appointed to take said testimony.

Thomas J. Keating.

DEPOSITIONS filed June 1st. 1928.

The Church Hill Bank of Maryland, a corporation

versus

Joseph B. Taylor, executor of Carrie L. Taylor, Joseph B. Taylor, in his own right, Mary E. Baumister, formerly Mary E. Taylor, and Victor Baumister, her husband, Susan V. Sterling and Grover C. Sterling, her husband, Mary R. Taylor, Mary F. Thompson, Thomas J. Taylor, Esther Taylor, Ruth Taylor, Joseph B. Taylor, Junior

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. Chancery Docket, Cause No. 2616.

The papers in the proceedings in the above entitled cause having been referred to me as Special Examiner by order of the Court passed April 11th. 1928, and filed in said cause the same day; (decree pro confesso) in order that the plaintiff might take testimony to support the allegation of the bill, I received notice from Madison Brown, Esq. Solicitor, for the Church Hill Bank of Maryland, the plaintiff, that the plaintiff desired to take testimony Wednesday, May 30th. 1928, at 10.00 o'clock A.M., and pursuant to said notice your Special Examiner did attend at the law office of Madison Brown, in Centreville, Md., on the 30th. day of May, 1928, at 10.00 o'clock A.M. plaintiff appearing by Madison Brown, its solicitor, and proceeded to take the following testimony, to wit:- Sarah R. Taylor, a witness of lawful age, produced on the part of the plaintiff was duly sworn by me and on examination deposes and says:-

Question No.1.

Please state your name, age, place of residence and occupation.

My name is Sarah R. Taylor. I am forty two years of age and live on a farm near Price's Station in Queen Anne's County.

Question No.2.

This is a suit brought by the Church Hill Bank of Maryland against Joseph B. Taylor as executor of the will of Carrie L. Taylor, Mary E. Baumister, Victor Baumister, Susan V. Sterling, Grover C. Sterling and against Earle J. Everett and Madison Brown, administrators de bonis non cum testamento annexo of Carrie L. Taylor. State if you know any of these parties; if yea, state which of them you know and how long you have known them.

Answer No.2

Joseph B. Taylor was my husband and he died March 10, 1927. All of the rest of these people I know and have known them for some time.

Question No.3

State whether or not you were acquainted with one Carrie L. Taylor, late of Queen Anne's County, and if so, state whether she is living or dead and if dead, when and where she died.

Answer No.3.

I was well acquainted with her and knew her for over twenty years. She was the sister of Joseph B. Taylor, my husband. She died in Queen Anne's County on May 1, 1924 at the home of myself and my husband.

Question No.4.

Do you or not know if the said Carrie L. Taylor left a last will and testament?

Answer No.4

I know she left a last will and testament and I am familiar with it because my husband became the executor of this will.

Question No.5.

I now hand you a paper writing marked "exhibit B" which has been filed or which was filed August 4, 1925, in this cause. Please examine the same and state if you can what it is.

Answer No.5.

It is a certified copy of the last will and testament of Carrie L. Taylor.

Question No.6.

Are you or not acquainted with the handwriting of Carrie L. Taylor and if so state how you became acquainted with the same.

Answer No.6

I am well acquainted with her handwriting. I have seen her sign her name frequently to notes and to other papers.

Question No.7.

I now hand you a paper writing marked "Exhibit A" and which was filed in this cause on August 4, 1925, and which purports to be a promissory note of Carrie L. Taylor, Joseph B. Taylor and Mary R. Taylor to the Church Hill Bank of Maryland. Please examine this paper and state if you know in whose handwriting or the signatures of the makers of this note.

Answer No.7.

On examination of this paper, which has been handed to me, I can say that the name Carrie L. Taylor signed the said note as the first maker thereof is a true and genuine handwriting of the said Carrie L. Taylor and that the name Joseph B. Taylor signed thereto is a true and genuine handwriting of my husband, Joseph B. Taylor, and the name signed thereto of Mary R. Taylor is the handwriting of my husband. My husband's name was written by him after the word test:

Question No.8.

State whether or not you ever heard Carrie L. Taylor mention this note in her life time and if yea, state what she said.

Answer No.8.

I heard her say that she owed the Church Hill Bank of Maryland a note for the sum of five hundred dollars.

Question No.9.

State if you know who first administered--upon the estate of the said Carrie L. Taylor?

Answer No.9

I know that my husband, Joseph B. Taylor became the executor of said will and was granted letters testamentary thereunder by the Orphan's Court of Queen Anne's County. I know he returned an inventory for I became familiar with it.

There are now filed with the examiner the paper writing above mentioned as and which is marked "Exhibit B" and the paper writing above mentioned and which is marked as "Exhibit A".

Question No.10.

I now hand you a paper writing marked "Exhibit D". Please examine the same and state if you know what it is.

Answer No.10.

The paper which you have just handed me marked "Exhibit D" is a certified copy of the inventory of the personal estate of Carrie L. Taylor, which was returned to the Orphan's Court of Queen Anne's County by my husband.

Question No. 11.

State if you know whether or not letters of administration upon the personal estate of your husband, Joseph B. Taylor, were granted to any one and if so to whom.

Answer No. 11

After the death of my husband, letters of administration upon his personal estate of the said Joseph B. Taylor, my husband, were granted to me by the Orphan's Court of Queen Anne's County.

Question No. 12.

After letters of administration had been granted to you upon the estate of your husband what if anything, did you do as such administratrix with reference to the estate of Carrie L. Taylor?

Answer No. 12.

I caused to be made out and returned to the Orphan's Court of Queen Anne's County an account of the sales of the goods and chattels of Carrie L. Taylor as made by me said husband, and the same was made out for me by Madison Brown, who was the attorney of my husband in the settlement of the estate of Carrie L. Taylor. I also caused to be stated the first and final account of Joseph B. Taylor, my husband as executor of Carrie L. Taylor and I passed this account in the Orphan's Court above mentioned.

Question No. 13

I now hand you for your examination a paper writing marked "Exhibit E" and a paper writing marked "Exhibit F". Please examine the same and state what they are.

Answer No. 13

The first is a certified copy of the account of sales returned by me and the second is a copy of the administration account passed by me as I have stated.

Question No. 14.

State if you know, what real estate the said Carrie L. Taylor died, seized and possessed of.

Answer No. 14.

She owned subject to the life estate of Mary R. Taylor, her mother, a lot of land improved by frame dwelling house called or known as The George T. Taylor Property, or The Carrie L. Taylor Home Property situated in the first election district of Queen Anne's County, State of Maryland in or near Ingleside and on the state road from Ingleside to Greensboro adjoining the M.E. Church Property. This property is the same property which Carrie L. Taylor in her will calls "The Home in Ingleside" and which she gives to her two nieces, Mary E. Taylor, now Mary E. Baumister and Susan V. Sterling at the death of Mary R. Taylor, who is now dead, and who died the tenth of April, 1927. She also had at the time of her death a half interest in a farm called The George T. Taylor Home Farm situated in Queen Anne's County, on the road from Price's Station leading to intersect the state road. This is the farm which is mentioned in her will at the death of Carrie L. Taylor this farm was subject to a mortgage of three thousand dollars, which had been given by my husband and Carrie L. Taylor and in which I join to Madison Brown trustee; since the death of Carrie L. Taylor, this farm was sold under said mortgage at public sale in May, 1927 by Madison Brown, as attorney named in the mortgage. I became the purchaser of this farm at this sale and have received my deed for it. I have been advised by Madison Brown that the proceeds of the sale did not pay the debt in full.

The plaintiff now filed with the examiner the paper writings which have been shown to the witness and which are marked "exhibit D", Exhibit E" and "Exhibit F".

Question No. 15

Do you or not know what personal property the said Carrie L. Taylor left at the time of her death?

Answer No. 15.

When she died, she was living with me and my husband and as I stated he administered on her estate. I am familiar with the personal property left by her. She left no personal property except what is mentioned and described in the inventory returned by my husband, and in the account of sales, and in the administration account, returned by me. As will appear by reference to this administration account, returned by me, my husband at the time of his death owed the estate of Carrie L. Taylor \$391.09 and I have paid this amount to Earle J. Everett and Madison Brown, who were appointed administrators of the estate of Carrie L. Taylor to succeed my husband.

I desire to add this; that when the mortgage of three thousand dollars which I have mentioned was given by Joseph B. Taylor and Carrie L. Taylor, each owned one half interest in the farm and the money was borrowed for the benefit of my husband, and he gave Carrie L. Taylor a mortgage of indemnity on this farm and another farm, which he and I owned jointly. Since the farm owned jointly was sold I have paid unto Earle J. Everett and Madison Brown, the administrators of the present time of Carrie L. Taylor, in settlement of the mortgage of indemnity the sum of \$1742.72, an amount equal to one half of the gross sale of the farm made by Madison Brown. I will also add that my husband left only a small amount of property, not sufficient to pay his funeral expenses, widow's allowance and cost of administration.

Question No. 16.

I now hand you for your examination a paper writing marked "Exhibit G" which please examine and then state what it is.

Answer No. 16.

It appears to be a certified copy of the mortgage of indemnity which I have mentioned.

Question No. 17

You have stated that you were acquainted with Mary E. Baumister and Victor Baumister and Susan V. Sterling and Grover C. Sterling. Please state who they are and where they live.

Answer No. 17

Mary E. Baumister is the wife of Victor Baumister, and they both live in Fulton in the State of New York, before her marriage, she was Mary E. Taylor, and is that niece, mentioned in the will of Carrie L. Taylor as Mary E. Taylor.

Susan V. Sterling and Grover C. Sterling are husband and wife, and live in Duluth, Minnesota.

Question No. 18.

Do you or not know whether or not the said Carrie L. Taylor left sufficient personal property when she died to pay the debts due and owing by her at the time of her death.

Answer No. 18

I know that she did not. Independent of the mortgage of indemnity her total personal estate, amounted to \$721.94 and the payment thereof of funeral expenses, taxes and costs reduced this amount to \$391.09, which of course is not sufficient to pay the claim of the Church Hill Bank alone; and I do know she owed other debts.

The plaintiff now files with the examiner the paper writing marked "Exhibit G" heretofore shown the witness.

Examiner's question.

Answer: I do not.

Sarah R. Taylor.

Earle J. Everett, a witness of lawful age, was next produced on the part of the plaintiff and was duly sworn by me and on examination, he deposes and says:-

Question No. 1.

Please state your name, age, place of residence and occupation.

Answer No. 1

My name is Earle J. Everett. I am thirty three years of age and live on a farm near Price's Station.

Question No. 2.

This is a suit of the Church Hill Bank of Maryland against Joseph B. Taylor, Mary Baumister Victor Baumister, Susan V. Sterling, and Grover C. Sterling, and Madison Brown and Earle J. Everett, administrators of Carrie L. Taylor. State which of these parties you know.

Answer No.2.

Ofcourse, I know the Church Hill Bank of Maryland. I knew Joseph B. Taylor well. He is now dead. I know Mary E. Baumister but do not know Susan V. Sterling. I am one of the administrators c.t.a.d.b.n. of Carrie L. Taylor and the other one, Madison Brown, I have know for some time.

Question No.3.

Were you not acquainted with one Carrie L. Taylor, if so, state whether she is living or dead, and when and where she died.

Answer No.3.

I was acquainted with Garrie L. Taylor. She died at the home of Sarah R. Taylor, May 1, 1924.

Question No.4.

Do you or not know whether Carrie L. Taylor left a last will and testament?

Answer No.4.

She did, for Madison Brown and I are now administering her estate under her will.

Question No.5

State how long you knew Carrie L. Taylor and how you got acquainted with her.

Answer No.5

I knew her for over ten to twelve years. I married the sister of the wife of Joseph B. Taylor, Sarah R. Taylor, and visited the latter's family very often and became well acquainted with Carrie L. Taylor and her affairs.

Question No.6.

What position if any do you occupy in relation to the estate of Carrie L. Taylor?

Answer No.6.

Joseph B. Taylor was granted letters testamentary by the Orphans' Court of Queen Anne's County upon the estate of Carrie L. Taylor. He died before administering in full the estate and then letters of administration de bonis non with a copy of her will thereunto annexed were granted by the Orphan's Court of Queen Anne's County unto Madison Brown and myself.

Question No.7.

What if anything, have you and Madison Brown done in reference to the estate and administration thereof of Carrie L. Taylor?

Answer No.7

After we were apppinted administrators, we investigated the standing of the estate as left by Joseph B. Taylor and found that the statement of this estate as shown by the inventory filed by Joseph B. Taylor and the account of sales and administration account of Joseph B. Taylor as exhibited by Sarah R. Taylor, his administrator, to be correct, and we received of said Sarah R. Taylor the sum of \$391.09, the amount shown to be due by Joseph B. Taylor at the time of his death unto Carrie L. Taylor's estate. This amount we have distributed and paid out through the direction of the Orphan's Court of Queen Anne's County and in accordance with the first account of our administration, which we have passed.

Question No.8.

I now hand tou a paper writing marked Exhibit H, which please examine and state what it is.

Answer No.8.

It is a certified vopy of our administration account.

Question No.9.

Do you or not know if the said Carrie L. Taylor left at the time of her death personal property sufficient to pay her debts owing by her at the time of her death?

Answer No.9

I as one of the administrators of Carrie L. Taylor familiarized myself with the debts due and owing by her at the time of her death. The amount which we present administrators have received is not sufficient to pay the claims of the creditors in full and gave to each creditor .31 cents on the dollars. The administration account which Madison Brown and I have passed shows the names of the creditors and the amount of their claims, and the amounts that we paid them. We know of no other personal property of the said Carrie L. Taylor other than that received by us and distributed except as follows:

When Carrie L. Taylor died, she owned one half interest in the farm mentioned in her will. This farm was subject to a mortgage of three thousand dollars, which was given to Madison Brown, Trustee, and which was held by the Church Hill Bank of Maruland, in May, 1927, when the farm was sold by Madison Brown under a power of sale given him by the mortgage. This farm at this sale did not sell for quite enough to pay the debt. When this mortgage was given, Carrie L. Taylor received from Joseph B. Taylor a mortgage of indemnity, given her on a farm owned by Joseph B. Taylor and Sarah R. Taylor, to secure of Carrie L. Taylor from loss in case the farm mortgaged for three thousand dollars should be sold. Sarah R. Taylor since the sale of the farm owned jointly was sold under the three thousand dollar mortgage, has paid unto me and Madison Brown \$1742.72 in settlement of the mortgage of indemnity. This amount is equal to one half of the gross sale of the farm sold under the three thousand dollar mortgage and we have this amount in hand awaiting distribution under the will of Carrie L. Taylor. It is the opinion of Mr. Brown and myself that this amount takes the place of the sale, which Carrie L. Taylor by her will directed to be made at the death of her mother (now dead) of her one half interest in the farm mortgaged, being the darn dexcribed in her will and that this sum should be distributed in the same manner that she directs the proceeds of the sale mentioned by her to be distributed, subject to its proportion of the shortage of her personal property to pay her debts.

Question No.10

What real estate if any did the said Carrie L. Taylor die, seized and possessed in addition to the half interest in the farm sold under the three thousand dollar mortgage.

Answer No.10.

When she died, she was seized and possessed of (subject to the life estate of Mary R. Taylor, her mother, now dead) of a lot of land improved by a frame dwelling

house called "The George T. Taylor Property" "The Carrie L. Taylor Home Property" situate in the First Election district of Queen Anne's County, in or very near Ingleside and on the stone road from Ingleside to Greensboro adjoining the M.E. Church Property and containing two acres of land, more or less.

Question No. 11

Please give your idea of the value of this property and state its present condition.

Answer No. 11

In my judgment the property is worth from \$700.00 to \$800.00.

The property has been going down in value since the death of Carrie L. Taylor for lack of improvements and someone to look after it. The sooner the property can be sold, the better off everybody will be.

Examiner's special question.

Answer: I do not.

Earle J. Everett.

Madison Brown, a witness of lawful age, was next produced on the part of the plaintiff and having been by me duly sworn, did depose and say:-

Question No. 1.

State your name, place of residence and occupation.

Answer No. 1.

My name is Madison Brown and I reside in Centreville, Queen Anne's County, Maryland and I am an attorney at law.

Question No. 2

This suit as it now stands is that of the Church Hill Bank of Maryland against Joseph B. Taylor as executor of Carrie L. Taylor, Mary E. Baumister, Victor Baumister, Susal V. Sterling and Grover C. Sterling and Madison Brown and Earle J. Everett, as the administrators de bonis non cum testamento annexo of Carrie L. Taylor. State which of these parties you know and how long you have known them.

Answer No. 2

I know the Church Hill Bank of Maryland as a corporation doing business in Church Hill, Maryland, Joseph B. Taylor, I knew very well and he is dead. I am the Madison Brown, you mention in your question. Earle J. Everett, I know and have known for some time. I have no personal acquaintance with the other parties, but have had considerable correspondence with Mary Baumister and Susan V. Sterling.

Question No. 3

Were you or not acquainted with Carrie L. Taylor, mentioned in the bill of complaint?

Answer No. 3.

I do not recall that I ever knew her personally, but I know that in her life time I performed legal services for her.

Question No. 4.

Do you or not know whether Carrie L. Taylor left a will?

Answer No. 4.

I know that she did, for the will was brought to my office after her death by Joseph B. Taylor, her brother, and I acted as his attorney in taking it to the Orphan's Court for probate, and I was present at and superintended the probate of the will. A certified copy of this will marked "Exhibit B" has been filed in this cause.

Question No. 5.

Do you or not know to whom administration upon the estate of Carrie L. Taylor was first granted?

Answer No. 5.

Letters testamentary thereon was granted by the Orphan's Court of Queen Anne's County unto Joseph B. Taylor, named in said will as executor. I furnished as the agent of the American Surety Company bond for the said Joseph B. Taylor as the executor with said Company surety thereon, and this is under the agreement that I should have joint control of the money of her estate during administration.

Question No. 6.

After the death of Joseph B. Taylor, to whom if anyone were the letters of administration on the estate of Carrie L. Taylor granted.

Answer No. 6.

By the Orphan's Court of Queen Anne's County unto Earle J. Everett and myself jointly as administration de bonis non cum testamento annexo.

Question No. 7.

Do you or not know what personal property the said Carrie L. Taylor left at the time of her death?

Answer No. 7.

I know of no property other than that mentioned in the copy of the inventory, copy of the account of the sales and a copy of the administration account of Joseph B. Taylor, as executor, filed in these proceedings. I had joint control of the funds of the cause attended the sale, conducted the sale, mentioned in the account of sales, and superintended the administration of Joseph B. Taylor and I feel sure from my knowledge of the matter and the statements to me that these papers fully account for all the personal estate left by Carrie L. Taylor, except the mortgage of indemnity hereinafter mentioned by me, for I shall be obliged to refer to it.

Question No. 8.

What real estate if any did the Carrie L. Taylor own at the time of her death?

Answer No. 8.

She owned a house and lot in or near Ingleside, described in subparagraph one of paragraph three of the bill of complaint and the half part of the farm described in sub-

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paragraph two of paragraph three of the bill of complaint, subject, however, to a mortgage of three thousand dollars given by Joseph B. Taylor and Carrie L. Taylor to Madison Brown, trustee, dated July 30, 1921, recorded in Liber J.F.R.No.7, fol. 232 a land record book of Queen Anne's County.

Question No.9

State if you know what disposition if any has been made of the farm you mention since the death of Carrie L. Taylor other than the disposition made by her of her half interest in the farm by her will.

Answer No.9.

The mortgage, mentioned, was held on and prior to May 31, 1927 by the Church Hill Bank of Maryland and remained unpaid on that date. On that date I as the attorney named in the mortgage with the authority to sell the mortgaged property in case of default sold said property under said mortgage at public sale unto Sarah R. Taylor. This sale was conducted under the proceedings had in the Circuit Court for Queen Anne's County, in Equity, in cause No. 2705, wherein Madison Brown, attorney named in mortgage, the plaintiff and Joseph B. Taylor, Sarah R. Taylor and Carrie R. Taylor are defendants. This sale was ratified by the Court August 9, 1927, and I have given Sarah R. Taylor a deed for the property. This sale did not produce enough to pay the mortgage debt and costs of sale.

Question No.10.

You spoke awhile ago of a mortgage of indemnity. Please state what you meant.

Answer No.10.

I prepared the mortgage of three thousand dollars, mentioned above and when I did so, Joseph B. Taylor and Carrie L. Taylor each owned one half undivided part. It was agreed that Joseph B. Taylor for whose benefit the three thousand dollar mortgage was made should give Carrie L. Taylor a mortgage of indemnity to secure her from loss, on account of her uniting in the three thousand dollar mortgage. I drew this mortgage and a certified copy has been filed in this cause marked "Exhibit H". It covered the farm in which both Joseph and Carrie had half interest and a farm called The Hart Farm and the Home Farm owned by Joseph B. Taylor and Carrie L. Taylor jointly. The Hart farm was then subject to a prior mortgage under which it had been sold for not enough to pay the prior mortgage. When the mortgage of indemnity was given the farm owned by Joseph B. Taylor and Sarah R. Taylor jointly was subject to a prior mortgage and was subject to a prior mortgage when the release which appears on the copy, filed, was made. Mr. Earle Everett and myself accepted \$1703.00 in settlement of the mortgage of indemnity, which amount is one-half of the gross sale of the farm sold under the three thousand dollar mortgage. I think Sarah R. Taylor in her testimony stated that the amount she paid was \$1747.00 but \$1747.00 is the correct amount. This amount the present administrators of Carrie L. Taylor have in hand and we consider that it has taken the place of the sale of the half interest of Carrie L. Taylor in the farm sold under the mortgage, which she by her will directed should be made.

Question No. 11.

Did or not Carrie L. Taylor leave sufficient personal property at the time of her death to pay the debts due and owing by her at the time of her death?

Answer No. 11.

When she died, the mortgage of indemnity could not be realized as property of her estate for she had lost nothing then under the three thousand dollar mortgage. I am familiar with her indebtedness both because of my association with and knowledge obtained from Joseph B. Taylor and because of my being one of the present administrators of her estate, and her personal property left by her is not sufficient to pay her debts and only paid 31 cents on the dollar to her creditors. When she died, her half interest in the mortgaged farm was land and I consider the collection under the mortgage of indemnity land and applicable to the payment of the balance of her debt on the same footing that the property at the Ingleside is applicable to the payment of the balance of the debt.

Examiner's special question.

Answer. I do not.

Madison Brown.

There being no other witnesses to be examined or to testify at this time, the taking of testimony was discontinued for the day and postponed until the next day, May 31st. 1928, for the purpose of taking additional testimony.

H.B.W. Mitchell.
Special Examiner.

Taking of testimony in the above entitled cause having been discontinued on May 30th. 1928, and postponed to May 31st. 1928 for the purpose of taking additional testimony as above stated, your Examiner attended at the Church Hill Bank of Maryland, Church Hill, Maryland, Thursday, May 31st. 1928, at the hour of 11.30 o'clock a.m., and proceeded to take the following testimony, to wit:-

Nelson J. Brown, a witness of lawful age, was the next witness produced on the part of the plaintiff and having been by me duly sworn does depose and say:-

Question No.1.

Please state your name, place of residence and occupation.

Answer No.1

My name is Nelson J. Brown; I reside in Church Hill, Maryland, and I am the cashier of the Church Hill Bank of Maryland, and have been cashier of said bank for 21 years.

Question No.2

This suit as it now stands is a suit of the Church Hill Bank of Maryland against Joseph B. Taylor, executor of Carrie L. Taylor, Mary E. Baumister, Victor Baumister, Susan V. Sterling, Grover C. Sterling, and Madison Brown and Earle J. Everett, as

the administrators of Carrie L. Taylor. Do you know any of these parties, if so, state how long you have known those you know.

Answer No. 2.

The Church Hill Bank of Maryland is a corporation and I am cashier thereof as above stated. I knew Joseph B. Taylor, but he is now dead. I know Madison Brown and Earle J. Everett and have known them for some time. I don't know the other parties, except Susan V. Sterling whom I do know.

Question No. 3.

State whether or not you were acquainted with Carrie L. Taylor, and if so, state whether she is living or dead.

Answer No. 3.

I knew Carrie L. Taylor. She is dead. She was a depositor in my bank and a borrower by note therefrom.

Question No. 4.

State whether or not you were acquainted with the hand-writing of the said Joseph B. Taylor and with the handwriting of the said Carrie L. Taylor and if so, state how you became so acquainted.

Answer No. 4.

Both were depositors in my bank, and both borrowed money by note from the Bank and each from time to time became the surety of the other upon those notes. I frequently saw their checks and notes and became acquainted with their handwriting in that way.

Question No. 5.

I now hand you a paper writing marked "Exhibit A" which has heretofore been filed in this cause and with the examiner. Please examine the same, and state what it is and what you know about it.

The witness is now handed said exhibit for examination.

Answer No. 5.

I know this paper, which you have handed me. It is a note for \$500.00, dated February 16th, 1924, and payable to the order of the Church Hill Bank of Maryland, six months after date, signed by Carrie L. Taylor, Joseph B. Taylor and Mary R. Taylor, the latter signing by making her mark. The name Carrie L. Taylor written on this note, is in the handwriting of the Carrie L. Taylor you have mentioned and the name of Joseph B. Taylor written on this note is in the handwriting of the said Joseph B. Taylor. When Carrie L. Taylor died, she was indebted by this note unto the Church Hill Bank of Maryland, and on behalf of the bank I proved this note for entry against the estate of Carrie L. Taylor and Joseph B. Taylor. The whole of the note was due when she died, and since her death, Madison Brown and Earle J. Everett as administrators de bonis non-cum testamento annexo have paid to the bank two hundred dollars and fifty five cents on account of this note. That is all, which has been paid on account of the note and the balance remains unpaid and due to the bank.

Examiner's special question.

Answer: I do not.

Nelson J. Brown.

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Special Examiner respectfully makes his return and certified that he was engaged as such Special examiner two days and examined four witnesses, making the cost chargeable to the plaintiff.

H.B.W. Mitchell, Special Examiner.	\$8.00
Sarah R. Taylor.	.75
Earle J. Everett	.75
Madison Brown	.75
Nelson J. Brown	.75
	<u>\$11.00</u>

H.B.W. Mitchell.
SPECIAL EXAMINER.

With the testimony filed June 1st, 1928 Exhibits A.B.C.D.E.F.G. and H were also filed.

Exhibits A. B. and C heretofore filed with the Bill of Complaint as a part thereof and afterwards filed with the testimony will be found recorded among these proceedings just following the bill of complaint.

Exhibit D.

A TRUE AND PERFECT INVENTORY of all and singular, the goods, chattels and personal estate of Carrie L. Taylor late of Queen Anne's County, deceased, appraised by the subscribers Jas. T. Scott and Bernard L. Appleford, jointly, we having first been legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and certificate thereon hereto annexed.

1 oak bed room suit	\$12.00	Column No. 2	
1 feather bed, blster		Cash in the Church Hill	
and 2 pillows	20.00	Bank of Maryland, active	
1 fiber rug 9x12	7.00	account (nothing in savings	
2 stands 1 oak 1 mahoga		department)	\$226.40
any finish	8.00		

1 china toilet set 3.00
 1 oak sectional book case 10.00
 1 parlor suit 15.00
 2 rockers leather uphol-
 stery 12.00
 1 reed rocker 3.00
 1 cotton top mattress 5.00
 8 framed pictures 3.50
 1 large bowl and cover .25
 1 sewing machine 10.00
 1 parlor organ 5.00
 1-2 oil burner stove & oven 6.00
 Column No.1 \$119.75

Recapitulations:
 Col. No.1\$119.75
 Col. No.2 226.40
 Total\$346.15

We, the subscribers, do certify that the foregoing is a just and true Inventory and valuation of all and singular the goods, chattels and personal estate of the said Carrie L. Taylor, deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness our hands and seals this 25th. day of August, in the year of our Lord one thousand nine hundred and twenty four.

Jas. T. Teat. (SEAL) Appraisers
 B.L. Appleford.

Amount of appraisement \$346.15

QUEEN ANNE'S COUNTY, TO WIT:-

On this 28th. day of August, 1924, came Joseph B. Taylor Executor of Last Will and testament of Carrie L. Taylor, deceased, and made oath in due form of law, that the annexed and foregoing is a true and perfect inventory of the goods, chattels and personal estate of Carrie L. Taylor, deceased, so far as the same had come to his hands and possession at the time of the making thereof; that what has since or shall hereafter come to his hands and possession he will return in an additional inventory, that he knows of no concealment of any part or parcel of said deceased's estate by any person whatever, and that should he hereafter hear of any concealment of suspicion of concealment he will acquaint the Orphan's Court therewith, that it may be inquired into according to law.

Certified by Wm. T. Bishop. Register of Wills.

In the Orphan's Court for Queen Anne's County:

On this sixteenth day of September, 1924, the foregoing inventory was duly examined and passed by Court, and same ordered to be received, filed and recorded.

Register's costs \$1.50 Wm. T. Bishop. Register of Wills.

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 foregoing is a true copy of The Inventory and Appraisement of the Personal estate of Carrie L. Taylor, deceased, as filed and passed in this office in September 16, 1924 and recorded in Liber W.T.B. No. 2, folio 3, 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 19th. day of April, 1928.

Seal's Place. William T. Bishop. Register of Wills for Queen Anne's County, Maryland.

Exhibit E.

ESTATE OF CARRIE L. TAYLOR
 ACCOUNT OF SALES.

And account of the sales of the goods and chattels of Carrie L. Taylor, deceased, as made by Joseph B. Taylor, executor of her last will and testament.

Article	Apprmt.	Purchaser	Amount of sale.
1 oak bed room set	12.00	Steve Boswick	\$24.50
Feather bed, bolster, pillows	20.00	West Holden	\$19.25
		W. Marvel	.90
		S. Connolly	.50
		Tobe Johnson	20.65
Fibre rug	7.00		11.25
1 stand	4.00	B. Stubbs	1.85
1 stand	4.00	Tobe Johnson	2.45
Tbliet set	3.00	Mr. Bucky	4.80
Bookcase	10.00	Charles Cohee	14.00
Parlor suit	15.00	H. Scott	19.25
2 rockers	12.00	H. B. Hague	13.50

1 rocker	3.00	Lee Ross	\$3.25
Mattress	5.00	Mat Ross	1.00
Lot of pictures	3.50	Sundry parties	6.55
Bowl & Cover	.25	Mrs. Norris	1.25
Sewing Machine	10.00	C. Cohee	8.00
Organ	5.00	H. Dawson	7.00
Stool	-----	H. Scott	.25
Oil Stove	6.00	Thomas Greene	5.00

Amount of Appraisal	\$119.75	Amt. of sales	144.55
			119.75
		Gain on sales	24.80

And account of sales of foods and chattels of said deceased omitted from appraisal.

1 rug		\$20.00	
Victrola		25.00	
			45.00

Amount of interest received on credit sales ----- 2.18

Sarah R. Taylor
Executor.

Register's fee \$1.00

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of The Account of sales of the goods and chattels of Carrie L. Taylor, deceased, as filed and passed in this office on November 29, 1927, and recorded in Liber W.T.B. No. 1, folio 23 in the Orphan's Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 19th. day of April, 1928.

Seal's
Place.

William T. Bishop.
Register of Wills for Queen Anne's County,
Maryland.

Exhibit F.

Administration Account.

Queen Anne's County, SCT:- The first and final account of Joseph B. Taylor, the executor of the last will and testament of Carrie L. Taylor, late of said county, deceased, as exhibited by Sarah R. Taylor, and administrator of the personal estate of the Joseph B. Taylor, now deceased.

This accountant charges himself with the proceeds of the personal estate of the said Carrie L. Taylor as received by him, to wit:-

With the amount of the inventory of the goods, chattels and personal estate as per same returned appears, to wit:	\$346.15
And with the gain on the sales of said goods, as per account of sales returned appears, to wit:	24.80
And with the interest received on credit sales	2.18
And with the proceeds of sales of certain goods and chattels not appraised, per account of sales, to wit:-	45.00
And with the net proceeds of certain crops from farm in which testatrix had an half interest for years 1925 and 1924 (which proceeds were deposited in bank by deceased administrator, Joseph B. Taylor in his life time for the benefit of the estate of Carrie L. Taylor) to wit:	303.81
Total amount of the estate received as aforesaid, to wit:	\$721.94

1. For cash paid by this accountant to W.H. Good for casket for remains of deceased, as per check given for same appears, to wit: 100.00
2. For cash paid by this accountant to The Church Hill Cemetery Association, for grave for remains of deceased, as per check for same appears, to wit:- 45.00
3. For cash paid by this accountant to F.M. Hunter, treasurer for 1/2 of state and county taxes for year 1924 on farm in which deceased had 1/2 interest, as per check given for same appears, to wit:- 63.56
4. For cash paid by this accountant to American Surety, surety on bond of executor, for costs of bond for two years, per check given for same appears, to wit:- 10.00

Amount expended by executor in his lifetime \$218.56

Following payments made by his administratrix for completion of his trust:

5. For cash paid by this accountant to the Centreville Record Publishing Co. for costs of advertising notice to creditors of deceased to file their claims, as per account for same with receipted thereon appears to wit:-	\$5.00	
6. For cash paid by this accountant to said surety on said bond for additional premiums due by him, as per account for same with receipt thereon appears:-		10.00
7. For cash paid by this accountant to sundry persons for following items as follows:-		
For costs of advertising the sale	\$4.97	
for fee of clerk at sale	4.05	
for auctioneer's fee	1.28	
for legal services rendered by Madison Brown	<u>15.00</u>	
as per statement appears, to wit:		25.30
8. For cash paid by this accountant to W.T.Bishop Register of Wills for his fees from time of filing will to time of this account, including stating this account and certified copy thereof, as per his receipt for same appears, to wit:-		22.00
9. To .0692 % of \$721.94, amount of commissions	<u>\$49.99</u>	\$112.29
Amount of assets charged, to wit:	\$721.94	
Amount of disbursements, to wit:	330.85	
Amount of balance, to wit:	391.09	
which is to be paid to the administrators de bonis non c.t.a of Carrie L. Taylor.		

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

This twenty ninth day of November, 1927.

Then came Sarah R. Taylor, administratrix of Joseph B. Taylor, late of the County aforesaid, deceased, and made oath in due form of law that the foregoing account of administration is just and true as stated, and that she has bona fide paid or secured to be paid the several sums for which she therein claims an allowance.

Certified per

Wm. T. Bishop.
Register of Wills for Queen Anne's County.

In the Orphan's Court for Queen Anne's County, Maryland.

Twenty-ninth day of November, 1927

The foregoing account of administration was duly examined and passed by the Court and hereby ordered to be recorded.

Henry C. Bowen
W. Hopper Gibson
Clayton T. Cann

Judges of the Orphan's Court
for Queen Anne's County.

In the Orphan's 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 foregoing is a true copy of The First and Final Administration account of Joseph B. Taylor, executor of Carrie L. Taylor, deceased, as exhibited by Sarah R. Taylor, the administratrix of the estate of Joseph B. Taylor, deceased, as filed and passed in this office on November 29, 1927, and recorded in Liber W.T.B. No. 3, folio 306, in the Orphan's Court for Queen Anne's County Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 19th. day of April, 1928.

Seal's
Place.

William T. Bishop.
Register of Wills for Queen Anne's
County, Maryland.

Exhibit G.

ADMINISTRATION ACCOUNT. Estate of Carrie L. Taylor, deceased.

Queen Anne's County, Sct:- The first account of Madison Brown and Earle J. Everett, the administrators cum testamento annexo de bonis of Carrie L. Taylor, late of said County, deceased.

These accountants charge themselves with the amount due by Joseph B. Taylor, deceased, late executor of the last will and testament of said Carrie L. Taylor, by his first and final administration account exhibited in this court by Sarah R. Taylor, his administratrix, and paid by her to them, to wit:-

\$391.09

Total amount of the estate now accounted for

\$391.09

And these accountants pray to be allowed for the following payments and disbursements, to wit:

1.	For cash paid by these accountants to American Surety Company surety on their bond for the costs of their bond for one year, as per receipt for same appears, to wit:	\$10.00
2.	For cash paid by these accountants to Dr. W.H. Fisher for cash due from deceased for medical attention rendered her in her last illness, as per account proved and allowed by order of court with the receipt thereon appears, to wit:	10.00
3.	For cash paid by these accountants to Dr. N.S. Dudley for cash due from deceased for medical attention rendered her in her last illness, as per account for same proved and allowed by order of court with receipt thereon appears, to wit:-	40.00
4.	For cash paid by these accountants for costs of advertising notice to creditors to file their claims in Centreville Record, as per account for same with receipt thereon appears, to wit:	5.00
5.	For cash paid by these accountants to Madison Brown attorney at law, for legal services rendered as per receipt for same appears to wit:	15.00
6.	For cash paid by these accountants to W.T. Bishop, register of will, for letters of administration (including as part thereof copy of will) stating and recording this account and stating statement of claims and dividend among creditors and stating, recording final account of payments to creditors, with copies of same, as per his account for same with receipt thereon appears, to wit:	16.75
	To .056 per cent. commissions on \$391/09	22.20

Note: total commissions allowed in both accounts equal ten per cent. of total estate accounted for and no more)

Amount of disbursements, to wit:		\$118.95
Amount of the assets accounted for, to wit:	\$391.09	
Amount of disbursements, to wit:	<u>118.95</u>	
Balance due the estate, to wit:-	\$273.44	

Statement of claims filed against Carrie R. Taylor.

Holder of claim	Ant. of claim.		
1. J.P. Bittle	\$78.71		
Less due bills	20.64	\$58.07	58.07
Interest from		June 1, 1924	<u>12.48</u>
			\$70.55
2. Church Hill Bank of Md.	500.00		500.00
Interest from	Aug. 16, 1924		<u>101.25</u>
5 per cent. commissions of collection			<u>601.25</u>
			30.06
			631.31
3. Sterling's Pharmacy			20.20
Interest from	Jul. 1, 1924		<u>4.32</u>
			24.52
4. Dr. Norman S. Dudley			46.75
Interest from	Jul. 1, 1924		<u>9.81</u>
			56.56
5. Sarah R. Taylor,	Less preference allowance		40.00
Interest from	May 1, 1924		<u>97.00</u>
			20.85
			117.85
Total amount of claims with interest to Jan. 1 1928			<u>\$860.79</u>

Distribution among creditors.

By balance brought forward, to wit:

\$273.44

The foregoing balance will not pay the claims of the creditors of Carrie R. Taylor in full and divided or distributed among them will give to each .31 per cent. of his claim and each as follows:

1	To J.P. Bittle on claim of \$70.55 sum of	\$22.40
2.	To Church Hill Bank of Maryland on claim of 631.31 sum of	200.55
3	To Sterling's Pharmacy on claim of 24.52 sum of	7.78
4	To Norman S. Dudley on claim of 16.56 sum of	5.26
5	To Sarah R. Taylor on claim of 117.85 sum of	37.45
		\$273.44
	Amount distributed,	273.44
	Amount for distribution	

January 24, 1928

Wm. T. Bishop.
Register of Wills.

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

This 24th. day of January, 1928.

Then came Madison Brown and Earle J. Everett, administrators of Carrie L. Taylor, late infant, and made oath in due form of law that the foregoing and within account of Administration is just and true as stated and that they have bona fide paid or secured to be paid the several sums for which they therein claim an allowance.

Certified per

Wm. T. Bishop.
Register of Wills for Queen Anne's County.

In the Orphan's Court for Queen Anne's County, Maryland.
Twenty fourth day of January, 1928.

The foregoing account of administration was duly examined and passed by the Court and hereby ordered to be recorded.

Henry C. Bowen
W. Hopper Gibson
Clayton T. Cann

Judges of the Orphan's 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 foregoing is a true copy of The First Administration account and dividend among creditors of Madison Brown and Earle J. Everett, the administrators cum testamento annexo de bonis non of Carrie L. Taylor, deceased, as filed and passed in this office on January 24, 1928 and recorded in Liber W.T.B. No. 3, folio 320 in the Orphan's Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 19th. day of April, 1928.

Seal's
Place.

William T. Bishop.
Register of Wills for
Queen Anne's County,
Maryland.

Exhibit H.

#8728. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second 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 thirtieth day of July, in the year nineteen hundred and twenty one, by Joseph B. Taylor and Sarah R. Taylor, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Carrie L. Taylor, of the same place, party of the second part.

WHEREAS the parties to these presents did heretofore by mortgage dated July 30th.1921, convey the land hereinafter described unto Madison Brown, trustee of William W.Paca, to secure the payment of the sum of three thousand dollars, which mortgage it is intended is to be recorded prior to the record of this mortgage, and

WHEREAS, between the parties to the mortgage mentioned the said Joseph B.Taylor and Sarah R.Taylor, his wife, are the principal debtors, the sum so secured by said mortgage having been borrowed for their sole benefit, the said Carrie L.Taylor having united in said mortgage, so that the entire title to the farm first described might be mortgaged at the request of the said Joseph B.Taylor and Sarah R.Taylor, his wife, and for their sole benefit, and upon this condition precedent, to wit; that these presents should be made to secure the said Carrie L.Taylor from all loss on account of her said undertaking.

Now this Mortgage witnesseth: that in consideration of the premises and of the sum of one, the said Joseph B.Taylor and Sarah R.Taylor, his wife, do hereby grant and convey unto the said Carrie L.Taylor, her heirs and assigns forever, all the following described real estate, to wit:-

Parcel No.1. All the undivided one-half interest and estate of the said Joseph B.Taylor, in, to and of the farm or tract of land called or known as The George Taylor farm, Bourbon, situate, lying and being in the Second election district of Queen Anne's County, State of Maryland; on the road from Price to the point on the State road from Tilghman's Station to Ingleside, called Clider's Shops, adjoining the lands of heirs of W.C.Palmatary and other and containing 262 acres of land, more or less; for further description and title see the aforesaid mortgage in which said parcel is described as Parcel No.1.

Parcel No.2. All that farm or tract of land called or known as The Hart Farm, or the Meeds farm, situate, lying and being in the second election district of said county, on the road first mentioned, adjoining said farm first described, and containing 223 acres of land, more or less; for further description and title see said mortgage to said Madison Brown, trustee, in which said land is described in the second place.

Parcel No.3. All that lot of land situated in Second Election District of said county, on the road from Price to Clark's Corner, adjoining the lands of heirs of James Bordley, Charles Clough and John Murphy, and containing 35 acres of land, more or less; for title and description see Parcel No.3 of said mortgage.

Together with the roads, rights, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Subject to the said mortgage to said Madison Brown, trustee, to which these presents are to be second in lien. Provided, that if said parties of the first part shall pay or cause to be paid the debt named in said mortgage to said Brown, Trustee, and the interest thereon, when the same shall respectively fall due, and shall keep, observe and perform all the covenants, conditions and provisions of said mortgage, then this mortgage shall be void; and until default the said mortgagors shall possess said property. But in case of default in the payment of the said debt named in said mortgage to said Madison Brown, Trustee, or in the interest thereon, or in any of the terms, conditions and covenants of said mortgage, then it shall be lawful for the said Carrie L.Taylor, her executors, or administrators, or for Madison Brown, attorney at law, who is hereby named as attorney for the purpose, to sell the property hereby mortgaged, or any part of either, at public sale, after having given twenty days previous notice of the time, place, manner and terms of sale, in some newspaper published in said county, for cash or for cash and credit at the option of the party making the sale, the credit payments, if any, to bear interest and to be secured by the notes of the purchasers with security thereon to be approved by the party making the sale, and to apply the proceeds of sale first to the payment of the expenses incident to said sale, including as part of said expenses compensation to the person making the sale of seven per centum commissions on the gross sale and an attorney's fee fee of fifty dollars; secondly, to the payment of the said mortgage to said Madison Brown, trustee, if the same be then unpaid; or if the same been then paid, by the sale of the real estate or farm described in said mortgage, to the payment to the said Carrie L.Taylor, her executors or administrators, for the purpose of reimbursing her as to any loss she may have sustained by reason of the execution by her of the said mortgage to the said Madison Brown, thirdly to pay the balance to said parties of the first part or to whoever may be entitled to the same.

In witness whereof said parties of the first part do hereunto subscribe their names and affix their seals the say and year first herein written.

Test: Jno. N.Sparks.

Joseph B.Taylor.
Sarah R.Taylor.

(SEAL)
(SEAL)

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 one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Joseph B.Taylor and Sarah T.Taylor his wife, and they did each acknowledge the foregoing mortgage to be their respective act; and at the same time also personally appeared the within named mortgagee, Carrie L. Taylor, and she did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

John N.Sparks.
Justice of the Peace.

Release filed February 21st. 1928.

In consideration of the sum of seventeen hundred and three dollars, the receipt of which is hereby acknowledged by us, undersigned, we, the undersigned who are the administrators cum testamento annexo de bonis non of the personal estate of Carrie L.Taylor, by appointment of the Orphan's Court of Queen Anne's County, do hereby release the within and foregoing mortgage.

Witness our hands and seals this twenty fourth day of January, in the year nineteen hundred and twenty eight.

Madison Brown. (SEAL)

Earle J. Everett (SEAL)

Test: Nellie Brown.

Administrators cum testamento annexo de bonis ^{non} of personal estate of Carrie L. Taylor, deceased.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R.No.7, folio 236 etc. a land record book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 30th day of May A.D. nineteen hundred and twenty eight.

Seal's Place.

B.Hackett Turner, Clerk.

DECREE filed June 13th. 1928.

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

The Church Hill Bank of Maryland.

vs.

Joseph B. Taylor, executor of
Carrie L. Taylor,
Susan V. Sterling,
Mary E. Baumister,
Madison Brown and
Earle J. Everett, administrators
of Carrie L. Taylor, et al.

Chancery Docket

Cause No.

2612

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

It is thereupon on this twelfth day of June, in the year nineteen hundred and twenty eight, 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 as follows:

That the real estate in the proceedings of said cause described as the "George T. Taylor Property", "The Carrie L. Taylor Home Property" situate in said county in or near Ingleside, on the State Road from Ingleside to Greensboro, or so much thereof as may be necessary, be sold for the payment of the debts of the said Carrie L. Taylor, mentioned in said cause.

That Madison Brown of said county be and he is hereby appointed trustee to make said sale and the course and manner of his proceedings shall be as follows:

He shall first file with the clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland executed by himself with a surety or with sureties thereon to be approved by this court or by said clerk in the penalty of fifteen hundred dollars if the sureties be natural persons and in the penalty of eight hundred dollars if the surety be a corporation duly authorized by law of Maryland to become the sole surety on such bond 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; he shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement in some newspaper 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 and said terms shall be as follows:

One third of the purchase money to be paid in cash at the time of sale, and the balance of the purchase money to be paid by two equal instalments payable in six and twelve months from the day of sale, or all cash at the time of the sale at election of the purchaser; all credit payments to be secured by the notes of the purchaser with surety or sureties thereon to be approved by the trustee

That as soon as may be convenient after any such sale or sales the said trustee shall return to this court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of said sale or sales annexed.

That on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money and not before the said trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser

or purchasers of said property and to his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged of and from all claim of the parties to this cause and of any and every person or persons claiming by, from or under them or any of them.

That the said trustee shall bring into this Court the money arising from said sale or sales and the bonds or notes which may be taken for the same to be disposed of under the direction of this court, after deducting therefrom the costs of this suit and such commission to the said trustee as this court shall think proper to allow in the consideration of the skill and attention and fidelity wherewith the trustee shall appear to have discharged the trust created by this decree.

That at the time of advertising the said sale the trustee is directed to give notice to the creditors of the said Carrie L. Taylor, deceased, to file their claims with the vouchers thereof with the clerk of the Circuit Court for Queen Anne's County within two months from the day of sale.

Thomas J. Keating.

Certified copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fifth day of June, in the year nineteen hundred and twenty eight, 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, in the State of Maryland, and the American Surety Company of New York, a corporation duly created by and existing under the laws of the State of New York and with authority to become the sole surety on the bonds of trustees, are held and firmly bound unto the State of Maryland in the full and just sum of eight hundred dollars, lawful money of the United States of America, to be paid to the said State of Maryland or to 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 fifth day of June, in the year nineteen hundred and twenty eight.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, in the State of Maryland, sitting as a Court of Equity, bearing date the twelfth day of June, in the year nineteen hundred and twenty eight and passed in a cause in the said court bearing the number 2612, and wherein the Church Hill Bank of Maryland is the plaintiff, and Joseph B. Taylor, executor of Carrie L. Taylor, and others are the defendants the above bound Madison Brown, has been appointed a trustee to make sale of 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 be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Nellie Brown

Attests:

J. Lemuel Roberts.

Seal's Place.

Madison Brown. (SEAL)
American Surety Company
of New York.
By Madison Brown,
Its attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and bond filed June 25th. 1928.

B. Hackett Turner, Clerk.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the foregoing Bond was truly taken and copied from Liber J.F.R. No. 1, fol. 353, a Bond record book for Queen Anne's Co..

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 25th. day of June, in the year 1928.

Seal's Place.

B. Hackett Turner, Clerk.

Report of Sale filed July 9th. 1928.

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

The Church Hill Bank of Maryland

Vs.

Cause No. 2612

Joseph B. Taylor, executor of the
will of Carrie L. Taylor, et al.

To the Honorable, the Judges of said Court:-

The report of Madison Brown, trustee appointed by the decree of the above entitled cause to make sale of certain real estate therein mentioned, shows:

1. That on June 25, 1928, he filed with the clerk of the above named Court his bond to the State of Maryland with the American Surety Company of New York, a corporation duly authorized to become sole surety on the bonds of trustees, as surety thereon, in the penal sum of \$800.00 for the faithful discharge of his trust, as required by said decree.
2. That prior to the day of sale hereinafter mentioned he gave notice of the time, place, manner and terms of sale by advertisements in The Centreville Record, a newspaper published weekly at Centreville in said county for more than three successive weeks before the day of sale; a copy of the advertisement so made is filed herewith as part hereof and is certified to as to publication by the publishers of said paper.
3. That pursuant to said notice of sale your trustee did attend in front of the store of J. Percy Bittle in Ingleside, Queen Anne's County, Maryland, at the hour of 2 o'clock P.M. on Saturday, July 7th. 1928, and then and there proceeded to sell said real estate in the following manner, to wit:- your trustee offered at public sale to the highest bidder all that property called "The Carrie L. Taylor Home Property" situate, lying and being at or near the village of Ingleside, in the First Election District of Queen Anne's County, in the State of Maryland, on the left side of the state road leading from Ingleside to Goldsboro, adjoining the land of Mrs. Mattie Wilson, the farm of James Merrick and the white school lot, containing two acres of land, more or less, and improved by a frame dwelling house now occupied by Andrew LeSage and sold the same to Sallie E. Bostick, she being then and there the highest bidder therefor at and for the sum of five hundred and seventy five dollars and he has since received of her the sum of three hundred dollars on account of said purchase money.
4. That your trustee reports that at the time of advertising said sale he gave notice to the creditors of the said Carrie L. Taylor, deceased, to file their claims against her with the vouchers thereof with the clerk of the Circuit Court for Queen Anne's County within two months from July 7, 1928; (for copy of advertisement of this notice see the copy of advertisement of sale above mentioned.)

Total amount of the sales \$575.00

Which is respectfully submitted.

Madison Brown,
Trustee.

State of Maryland, Queen Anne's County, SCT:-

I hereby certify that on this 9th. day of July, in the year nineteen hundred and twenty eight, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, above named trustee, and he did make oath in due form of law that the matters and things stated in the foregoing report are true, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

B. Hackett Turner,
Clerk of the Circuit Court.

NISI.

The Church Hill Bank of Maryland

Vs.

Joseph B. Taylor, executor of the
Will of Carrie L. Taylor, et al.

In the Circuit

Court for Queen Anne's

County, in Equity.

Chancery No. 2612.

Ordered this 9th. day of July, A.D. 1928, 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 13th. 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 13th. day of August next.

The Report states the amount of sales to be \$575.00

B.Hackett Turner, Clerk.

Certificate of Publication of
Advertisement of Sale. filed July 9th. 1928.

TRUSTEE'S SALE OF INGLESIDE PROPERTY.

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in a cause of the Church Hill Bank of Maryland against Joseph B. Taylor, executor of Carrie L. Taylor and others, number 2612, the undersigned as trustee will sell at public sale in front of the Store of J. Percy Bittle in Ingleside, Queen Anne's County, Maryland, at the hour of 2 o'clock P.M. on SATURDAY, July 7th. 1928

All that property called "The Carrie L. Taylor Home Property" situate in Ingleside, Queen Anne's County, Maryland, on left side of State Road leading from Ingleside to Goldsboro, adjoining the land of Mrs. Mattie Wilson, farm of James Merrick and the white school lot, and containing 2 acres of land, more or less. Improvements consist of a 2½ story frame dwelling and outbuildings. Property now occupied by Mr. LeSage, and makes a nice home, being close to school, church, garage and stores.

TERMS OF SALE- One third of the purchase money in cash at time of sale and balance in two equal payments, six and twelve months from day of sale or all cash at time of the sale at election of purchaser; all credit payments to bear interest from day of sale and to be secured by the notes of the purchaser with surety to meet approval of undersigned. Further particulars made known at time of the sale.

Madison Brown, Trustee.

James E. Anderson, Auctioneer.

COURT'S NOTICE TO CREDITORS.

Notice is hereby given to all creditors of Carrie L. Taylor, late of Queen Anne's County, deceased, to file their claims against her with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County within two months from July 7, 1928. This notice is given pursuant to the decree of said court mentioned in the foregoing advertisement of sale.

Madison Brown, Trustee.

THE CENTREVILLE RECORD.

Centreville, Md. July 9, 1928.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Trustee's sale in the case of 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 7th. day of July, in the year 1928.

Filed July 9th. 1928.

THE CENTREVILLE RECORD PUBLISHING CO.
By Lida Hopkins.

Certificate of publication of Order Nisi filed Nov. 1st. 1928.

Order Nisi
The Church Hill Bank of Maryland
Vs.
Joseph B. Taylor, Executor of the
will of Carrie L. Taylor et al.

In the Circuit Court
for
Queen Anne's County,
in Equity.
Chancery No. 2612.

Ordered, this 9th. day of July A.D. 1928, 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 13th. 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 13th. day of August next.

The report states the amount of sales to be \$575.00

B.Hackett Turner, Clerk.

True copy,

Filed July 9th. 1928.

Test: B.Hackett Turner, Clerk.

THE CENTREVILLE RECORD.

Centreville Md. Nov. 1st. 1928.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Order Nisi in the case of The Church Hill Bank of Md. vs. Joseph B. Taylor, executor of the will of Carrie L. Taylor et al. Chy. 22612, a true copy of which is hereto annexed was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks

before the 13th. day of August, in the year 1928.

Filed November 1st. 1928.

THE CENTREVILLE RECORD PUBLISHING CO.
By Lida Hopkins.

Final Order of Ratification of sale filed Nov. 3rd. 1928.

Final Order of Ratification
of Sale.

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 sale of the real estate made by Madison Brown, trustee of this cause, set forth in the within and foregoing 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 heretofore passed in this cause in relation to said sales.

And it is further ordered that the papers of this cause be and they are hereby referred to Edwin H. Brown, Jr. as special auditor, with instructions to state an audit or account between the proceeds of the sale set forth in the foregoing report of sale and Madison Brown, the trustee of the cause and to return said account to this court in usual form.

Thomas J. Keating.

Filed November 3rd. 1928.

Petition of Stephen R. Bostick and
Sallie E. Bostick, his wife, to be sub-
stituted as purchasers in the place and
stead of Sallie E. Bostick alone filed
Nov. 22nd. 1928.

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

The Church Hill Bank of Maryland.

Vs.

Joseph B. Taylor, executor et al.

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"

Cause No. 2612.

To the Honorable, the Judges of said Court:-

The petition of Sallie E. Bostick and Stephen R. Bostick unto Your Honors respectfully sets forth:-

That your petitioners are husband and wife.

That as will appear from the report of sale filed in this cause, the said Sallie E. Bostick became the purchaser of the property sold at the sale described in the report of sale.

That she now desired that the property should be owned by herself and husband as tenants by the entireties, and in this desire her husband concurs as is evidenced by his uniting in this petition.

Your petitioners, therefore, prays Your Honors to pass an order substituting the said Stephen R. Bostick and the said Sallie E. Bostick, his wife, as tenants by the entireties, purchasers of said property in the place, and stead of the said Sallie E. Bostick alone, and directing Madison Brown, the trustee, upon the payment to him of the full purchase money to convey said property unto them instead of the said Sallie E. Bostick alone.

Which is respectfully submitted.

Sallie E. Bostick.
Stephen R. Bostick.

To the Honorable, the Judges of said Court:

I, Madison Brown, the trustee of above cause, do hereby agree to the passage of the order prayed for above.

Madison Brown,
Trustee.

The foregoing petition and consent of above named trustee have been read and considered.

It is thereupon, on this 24th. day of November, 1928, by the Circuit Court for

Queen Anne's County, sitting as a Court of Equity, adjudged, ordered and decreed that Stephen R. Bostick and Sallie E. Bostick, his wife, above named petitioners, be and they are hereby substituted as purchasers of the property sold in this cause in the place and stead of the said Sallie E. Bostick alone, and that Madison Brown, the trustee of the cause, upon the full payment unto him of the purchase money agreed to be paid by the said Sallie E. Bostick and not before, be and he is hereby authorized, empowered and directed to convey by proper deed said property unto the said Stephen R. Bostick and Sallie E. Bostick, his wife, their heirs and assigns, as tenants by the entireties, in the same manner and as fully and as effectually as if they both had been the purchasers of said property at said sale in the place and stead of the said Sallie E. Bostick alone.

Thomas J. Keating.

REPORT AND ACCOUNT OF SPECIAL AUDITOR
filed Feby. 22nd. 1929.

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

The Church Hill Bank of Maryland

Vs.

Joseph B. Taylor, executor of
Carrie L. Taylor, Mary E.
Baumister et al.

Cause No. 2612.

To the Honorable, the Judges of said Court:-

I, Edwin H. Brown, junior, appointed as the special auditor to state the account of the above cause, do hereby make this report:

I have examined carefully the proceedings of the above cause and find that the bill upon which the proceedings are based is a creditor's bill filed by the Church Hill Bank of Maryland for the payment out of land devised by Carrie L. Taylor mentioned in the cause of a note due by her to said bank filed in the cause as "Exhibit A". I do not find any other claims filed in the cause nor upon examination of the Claims' Docket in the office of the clerk of the above named court any claims entered under the notice to creditors of this cause. I have been advised by Madison Brown the trustee of the cause, that he is one of the administrators c.t.a.d.b.n. of the estate of Carrie L. Taylor, and that there is in the hands of said administrators a sufficient sum of money to pay all the claims of the creditors of Carrie L. Taylor, and that an account has been stated by the administrators in which there are distributed unto the creditor of Carrie L. Taylor sums of money in payment in full of all their claims with the exception of the claim of the Church Hill Bank of Maryland; that in said account the said The Church Hill Bank of Maryland receives payment of its claim, with the exception of \$66.55 left by said account as a balance due said bank, and this balance as will appear by the attached account is awarded unto said bank out of the sales of the cause.

I have stated the within account by first charging Madison Brown, the trustee, with the gross amount of the sale made by him as trustee of this cause, as per his report filed herein appears, and I have then out of said amount allowed unto him as follows: his commissions per rule of court, the court costs of this cause as taxed by the clerk of the court, the costs of advertising the order of publication, notice to creditors, notice of sale and the two orders nisi of the cause, certain taxes on land sold agreed to be paid by him under the terms of sale, the cost of his bond, the charges of the auctioneer for crying the sale and the fee of the auditor, and as above stated I have also allowed unto the Church Hill Bank of Maryland the sum of money above mentioned as the balance due said bank on its claim above mentioned.

I find upon examination of the papers of the cause that the property sold was devised by Carrie L. Taylor unto her two nieces Mary E. Baumister and Susan V. Sterling, and I have distributed unto them in equal parts on the within account the proceeds of the sale remaining after the allowance thereout above set forth.

The amount of money so distributed unto the two nieces is subject to the payment thereout of a collateral inheritance tax due by the two nieces under the law of Maryland upon the devise unto them of the property sold in this cause. The trustee of the cause states to the auditor that for some reason or the other the property devised was never appraised for the purpose of ascertaining a value upon which to base said tax, probably because it was realized that the property would be required for the payment of debts very soon after the death of Carrie L. Taylor, and that he does not know whether or not the property should now be appraised for the purpose aforesaid, or whether the tax should be paid on the property or money passing by this account; that he has written unto the Honorable Thomas H. Robinson, attorney General of Maryland, for his advise, and that the trustee will not disburse the money until he has ascertained the proper amount of tax to be retained out of the sums distributed.

It appears from the examination of the paper of the cause that the other property mentioned in the bill of complaint was sold after institution of the bill under a mortgage given by Carrie L. Taylor, and that, therefore, there are no persons interested in the proceeds of sale of this cause as owners of the property sold under the will of Carrie L. Taylor other than the two nieces named above.

Madison Brown, the trustee of the cause, states to the auditor that by the arrangement made for the payment of the money due to the creditors by their claims through the money in the hands of said administrator and through the money of this cause as herein distributed unto the creditor herein named is an arrangement by which the several legatees and devisees of the will of Carrie L. Taylor contribute to the payment of expenses and debts pro rate according to the respective values of the properties devised, taking the gross sale of the land sold in this cause as the value thereof for the purpose of the contribution.

Respectfully submitted.

Edwin H. Brown, Jr.
Special auditor.

February 21, 1929

Cause No. 2612.

The proceeds of sale of the real estate of Carrie L. Taylor, deceased, made in the above entitled cause, in account with Madison Brown, the trustee appointed by the decree of said cause to make said sale.

1928.

July
7.

Cr.

By the gross proceeds of said sale per report of sale filed, to wit; the sum of

\$580.00

1928

July
7

Dr.

To Madison Brown, trustee making sale, for his commissions, per rule of court, the sum of

\$40.20

To do., for the court costs of the cause, per statement of Clerk as follows:

Costs of B.H. Turner, Clerk	\$40.75	
Appra. fee of Madison Brown	10.00	
Cost of T.F. Seward, Sheriff,	2.40	
Cost of Register of Wills,	8.75	
Cost of H.B.W. Mitchell, examiner,	8.00	
Cost of witnesses before examiner,	3.00	72.90

To do. for the cost of advertising in the Centreville record notice of sale, the two orders nisi of the cause, notice to creditors and order of publication of sale, per account for same receipted exhibited, to wit; sum of

77.75

To do. for state and county taxes for year 1928, paid by him per terms of the sale, per tax statement receipted exhibited appears, to wit:-

10.14

To do. for the amount paid J.W. Anderson for crying the sale, per his receipt for same exhibited to wit; the sum of

10.00

To do for the costs of his bond for one year paid the corporate surety thereon, per receipt for same exhibited to wit; the sum of

5.00

To Edwin H. Brown, junior, special auditor, for stating this account, the sum of

9.00

To balance, same being net sales, carried over

\$355.01

\$580.00

\$580.00

Cause No. 2612.

Cr.

By balance, being the net sales, brought forward;

\$355.01

Dr.

To the Church Hill Bank of Maryland, on account of its claim against Carrie L. Taylor filed in the cause as Exhibit A. the balance due on said claim after application thereto of proceeds of personal estate of Carrie L. Taylor, the sum of

\$66.55

To balance carried below, the sum of

288.46

\$355.01

\$355.01

Cr.

By balance brought down, the sum of

\$288.46

Dr.

To Susan V. Sterling, niece of Carrie L. Taylor
 $\frac{1}{2}$ of said balance, to wit, the sum of \$144.23
 to be reduced by the collateral inheritance
 tax due thereon, to be deducted when ascertained,
 (see report attached herewith)

To Mary E. Baumister, niece of Carrie L. Taylor,
 $\frac{1}{2}$ of said balance, to wit; the sum of 144.23
 to be reduced by the collateral inheritance
 tax due thereon, to be deducted when ascertained,
 (see report attached herewith)

\$288.46 \$288.46

February 21. 1929.

Edwin H. Brown, Jr.
 Special Auditor.

Filed February 22nd. 1929

Nisi Ratification of Audit.

The Church Hill Bank of Maryland.

Vs.

Joseph B. Taylor, Executor of
 Carrie L. Taylor, Mary E. Baumister,
 et al.

In the Circuit Court for
 Queen Anne's County, in Equity.
 Case No. 2612.

ORDERED' this 22nd. day of February, 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 29th. day of March, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 22nd. day of March, 1929 in some newspaper printed and published in Queen Anne's County.

Filed Feby. 22nd. 1929

B. Hackett Turner, Clerk.

Certificate of publication of
 Nisi Ratification filed
 March 30th. 1929.

NISI RATIFICATION OF AUDIT

The Church Hill Bank of Maryland,

vs.

Joseph B. Taylor, executor of Carrie
 L. Taylor, Mary E. Baumister et al.

In the Circuit Court for Queen
 Anne's County, in Equity.
 Case No. 2612.

ORDERED this 22nd. day of February, 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 29th. day of March, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 22nd. day of March, 1929, in some newspaper printed and published in Queen Anne's County.

Filed Feby. 22nd. 1929.

B. Hackett Turner, Clerk.
 True copy,
 Test: B. Hackett Turner, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Mar. 30-1929

THE CENTREVILLE RECORD PUBLISHING CO. hereby certified that the nisi ratification of audit in the case of The Church Hill Bank of Md. Vs. Joseph B. Taylor, ex. et al. cause #2612, 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 22nd. day of March, in the year 1929.

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

Filed March 30th. 1929.

Final Order of Court
ratifying Audit filed
March 30- 1929.

ORDERED, on this 30th. day of March, in the year nineteen hundred and twenty nine, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing report and account of Edwin H. Brown, Junior, 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 order nisi passed February 22, 1929, in this cause in relation to said report and account, and Madison Brown the trustee of the cause, is hereby directed to apply the proceeds of sale in accordance with said audit with the due proportion of interest received and to be received on credit sales to the commissions of the trustee, the claims of the creditors, and the distributive shares of the heirs at law of Carrie L. Taylor, except as follows:

from the sum of \$144.23 distributed to Susan V. Sterling, the trustee shall deduct the collateral inheritance tax due thereon to the State of Maryland; and then pay said tax to the register of wills for the use of the State of Maryland, and then pay the balance of said sum of \$144.23 to Susan V. Sterling; and

from the sum of \$144.23 distributed to Mary E. Baumister, the trustee shall deduct the amount of the collateral inheritance tax due thereon to the State of Maryland, and pay said tax to the Register of Wills for the use of the State of Maryland, and then pay the balance of said sum of \$144.23 to Mary E. Baumister.

Filed March 30-1929.

Thomas J. Keating.



QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the third day of May, in the year nineteen hundred and twenty nine, the following Order to Docket Suit was filed for record, to wit:-

Edwin H. Brown, Jr.
Assignee

Vs.

Roland Morris and
Addie Morris, his wife.

In the Circuit Court

for

Queen Anne's County,

in Equity.

Mr. Clerk:

Please docket the above entitled suit and file therein certified copy of the mortgage from Roland Morris and Addie Morris, his wife to The Centreville National Bank of Maryland, dated the 29th. day of December, 1923, and recorded in Liber B.H.T.No.1, folios 85 etc. one of the land record books for Queen Anne's County, with the assignment thereon and enter my appearance for the plaintiff, and file bond.

May 3rd. 1929.

Edwin H. Brown, Jr..

Certified copy of
Mortgage and Assignment.

#10,355. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty ninth day of December, in the year nineteen hundred and twenty three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty ninth day of December, in the year nineteen hundred and twenty three, by Roland Morris and Addie Morris, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Roland Morris has borrowed from the Centreville National Bank of Maryland, a body corporate of said County and State, the full and just sum of fifty five hundred and sixteen dollars and forty nine cents (5516.49) as evidenced by his promissory note drawn and passed unto the said Centreville National Bank of Maryland, a body corporate as aforesaid payable six months after date at the banking house of said bank with interest from date, said note bearing even date herewith.

AND WHEREAS as a condition precedent to said loan and the acceptance of said note, it was agreed that this mortgage should be executed to secure the payment thereof as represented by said note, and any and all renewals and part renewals thereof, including renewals of renewals,, whether whole or in part of the original or any renewal thereof;

Now, therefore, this mortgage witnesseth in consideration of the premises and the said sum of fifty five hundred and sixteen dollars and forty nine cents (\$5516.49) the said Roland Morris and Addie Morris, his wife, do hereby grant and convey unto the said Centreville National Bank of Maryland, a body corporate, as aforesaid, its heirs and assigns absolutely in fee simple, the following described real estate, to wit:-

Parcel No.1. All that farm or tract of land situate, lying and being in Spaniard's Neck, in the third election district of Queen Anne's County, State of Maryland, on the right of the public road leading from Burrisville to Spark's Mill and commonly known as the Murphy Farm, containing one hundred and forty six acres of land, more or less, and being the same land conveyed unto the said Roland Morris by deed from Wm.F.Watson and wife, dated the 27th. day of November, 1905, and recorded in Liber J.E.G.#8, folios 430 etc. a land record book for said Queen Anne's County.

Parcel No.2. All that farm or tract of parcel of land called Yorkshire, Newnam, Harris Ramble, or by whatsoever name the same may be known or called, commonly known as the Walter Rolph Farm, situate in the first election district of Queen Anne's County aforesaid, on the public road leading from Duhamels Corner to Carsons Corner, adjoining the lands of Joseph Cummins and others and containing one hundred and fourteen acres of land, more or less, and being the same and all the land described in a deed from Thomas C. Frame, Jr. assignee and vendor, to the said Roland Morris, dated May 19th 1923, and recorded in Liber J.F.R.#10, folio 525 etc. a land record book for Queen Anne's County aforesaid, to which two above mentioned deeds reference is hereby made for a more full and complete description of above mortgaged property.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging, or in anywise appertaining, and the buildings and improvements thereon erected and being. And it is hereby agreed that, in the event of a sale of the above 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 Roland Morris, his heirs, executors administrators, or assigns, shall well and truly pay to the said The Centreville National Bank of Maryland, a body corporate, as aforesaid, its successors, executors, administrators or assigns the aforesaid sum of _____ 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 Roland Morris, his heirs and assigns shall possess said property.

And the said Roland Morris, 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 its full insurable value in some Company or Companies approved by the said Centreville National Bank of Maryland, a body corporate, its successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from the said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, 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 Centreville National Bank of Maryland, a body corporate, as aforesaid, its executors, administrators or assigns or Madison B. Bordley, 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 Roland Morris 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 Centreville National Bank of Maryland, a body corporate, its executors, administrators, successors or assigns, or Madison B. Bordley, 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 Roland Morris, for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

As witness our hands and seals.

Test: W.L. Holton, Jr.
W.L. Holton, Jr.

Roland Morris. (SEAL)
Addie Morris. (SEAL)

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

I hereby certify that on this 29th. day of December, in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared the within named Roland Morris and Addie Morris, his wife, and did each acknowledge the within and aforesaid mortgage to be their respective act.

W.L. Holton, Jr.
N.P.

Notary
Public
Seal.

State of Maryland, Queen Anne's County, SCT:-

I hereby certify that on this 29th. day of December, in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally J. Fletcher Rolph, Cashier of the above named mortgagee, The Centreville National Bank of Maryland, a body corporate, as aforesaid, and made oath in due form of law that the consideration named in the within and aforesaid mortgage is true and bona fide as there in set forth and he also further made oath that he was the duly constituted agent of said, the Centreville National Bank of Maryland, a body corporate as aforesaid to make

said oath.

W.L.Holton, Jr. N.P.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the third day of May, in the year one thousand nine hundred and twenty nine, the following assignment was brought to be recorded, to wit:-

For value received, the note secured by said mortgage having been assigned to Edwin H. Brown, Jr. the Centreville National Bank of Maryland does hereby assign and transfer the within and foregoing mortgage unto Edwin H. Brown, Jr. for the purpose of collection.

In testimony whereof the Centreville National Bank of Maryland has caused is name to be signed to this assignment by its vice president this thirtieth day of April, in the year nineteen hundred and twenty nine, and its corporate seal attached hereto.

The Centreville National Bank
of Maryland.

Test: Spencer Wright,
Cashier.

Seal's
Place.

By Madison B. Bordley,
Vice-President.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T.#1, folios 85 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 May, nineteen hundred and twenty nine.

Seal's
Place.

B. Hackett Turner, Clerk.

Certified copy of Bond.

Queen Anne's County, to wit: Be it remembered that on the third day of May, in the year 1929, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that Edwin H. Brown, Jr. of Queen Anne's County, Maryland, as principal 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 seven thousand dollars (7,000) to be paid to the State of Maryland, 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 3rd. day of May, in the year nineteen hundred and twenty nine.

WHEREAS the above bounden Edwin H. Brown, Jr. by virtue of the power of sale contained in a mortgage from Roland Morris and Addie Morris, his wife to the Centreville National Bank of Maryland, dated December 29th. 1923, and recorded in Liber B.H.T. No.1 folios 85 etc. a land record book for Queen Anne's County, default having occurred in the terms of the mortgage, is about to make sale of the mortgaged premises, Edwin H. Brown, Jr. being assignee for collection of the mortgage debt.

NOW THEREFOR, THE CONDITION OF THE ABOVE OBLIGATION IS such that if the above bounden Edwin H. Brown, Jr. assignee shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, then this obligation shall be void; otherwise to remain in full force and virtue in law.

Test: Lida Hopkins.

Seal's
Place.

Edwin H. Brown, Jr. (SEAL)

United States Fidelity
and Guaranty Co..

By William R. Horney,
Its attorney in fact.

Attest:

Lida Hopkins.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed May 3rd. 1929.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T.No.1, fol. 34, 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 3rd. day of May, in the year 1929.

Seal's
Place.

B.Hackett Turner, Clerk.

Report of Sale filed June 11th. 1929.

Edwin H.Brown, Jr.
Assignee

Vs.

Roland Morris and
Addie Morris, his wife.

In the Circuit Court

for

Queen Anne's County,
in Equity.

Cause No. 2777.

To the Honorable, the Judges of said Court;

The Report of Sale of Edwin H.Brown, Jr. Assignee of Mortgage respectfully sets forth:-

First: That default having occurred in the mortgage from Roland Morris and Addie Morris, his wife to The Centreville National Bank of Maryland dated the 29th. day of December, in the year nineteen hundred and twenty three and recorded in Liber B.H.T.No. folio 85 &c. a land record book for Queen Anne's County, said mortgage being assigned to Edwin H.Brown, Jr. (a certified copy of this mortgage being filed in this cause and prayed to be taken as part of this report) by the non payment of the principal 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 Record, a newspaper printed and published in the town of 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 the town of Centreville, in Queen Anne's County, Maryland, on Tuesday, June 11th. 1929 at one thirty o'clock P.M. and then and there proceeded to sell said mortgaged real estate as follows, to wit:-

Parcel No.1. All that farm or tract of land situate, lying and being in Spaniard's Neck in the Third election district of Queen Anne's County, Maryland on the right of the public road leading from Burrisville to Sparks Mill and commonly known as "The Murphy Farm" containing one hundred and forty six acres of land, more or less, improvements consisting of dwelling, barn and other necessary outbuildings, and sold same to The Centreville National Bank, it being then and there the highest bidder therefor at and for the sum of thirty dollars per acre, making in the aggregate the sum of forty three hundred and eighty three dollars.

Parcel No.2. All that farm or tract or parcel of land called "Yorkshire" or "Harrison's Ramble" and commonly known as "The Walter Rolph Farm" situate in the First Election District of Queen Anne's County aforesaid, on the public road leading from Duhamel's Corner to Carson's Corner adjoining the land of Joseph Cummins and others and containing one hundred and fourteen acres of land, more or less, improvements consisting of dwelling and other necessary outbuildings, and sold same to Margaret Walls and Harvey Walls, as tenants by the entireties, they being then and there the highest bidder therefor at and for the sum of fifteen dollars per acre, making in the aggregate the sum of seventeen hundred and ten dollars.

The total amount of the sales of the parcels No. 1 and Nos.2 amount to six thousand and ninety dollars.

In addition to the advertised terms of sale these properties were sold with the understanding that the purchasers were to get the landlord's interest in all all growing crops on said farm and were to have the right to entry to harvest same. Possession of both farms, subject to the tenant's rights for the year 1929, will be given upon the final ratification of the sale by the Court and full compliance of the terms by the purchasers. The purchasers are to pay the taxes for the year 1929 on said parcels of land.

The Centreville National Bank has entered into an agreement to comply with the terms of sale upon the final ratification of this sale by the Court.

Margaret Walls and Harvey Walls paid one-third of the purchase money in cash on the day of the sale and entered into an agreement to fully comply with the terms of sale.

Your Petitioner filed herewith a certified copy of the advertisement of the sale and prays same to be taken as a part of this Report.

Respectfully submitted,

Edwin H.Brown, Jr.
Assignee.

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

I hereby certify that on this 11th day of June, in the year nineteen hundred and twenty nine, 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 foregoing 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.

Order Nisi filed June 11th. 1929.

NISI

Edwin H. Brown, Jr.
Assignee

Vs.

Roland Morris and
Addie Morris, his wife,

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

Chancery No. 2777.

ORDERED, this 11th day of June, A.D. 1929, 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 15th 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 15th day of July next.

The Report states the amount of sales to be \$6090.

Filed June 11th. 1929.

B. Hackett Turner,

Clerk.

Certificate of publication of
Advertisement of Sale.

ASSIGNEE'S SALE OF TWO VALUABLE FARMS in Queen Anne's County, Md.

Default having occurred in the terms of the mortgage from Roland Morris and Addie Morris, his wife to The Centreville National Bank of Maryland, a body corporate; said mortgage being dated the 29th day of December, 1923, and recorded in Liber B.H.T. No. 1, folios 85 &c. one of the land record books for Queen Anne's County, the undersigned as 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, June 11th. 1929 commencing at 1.30 o'clock, the following valuable real estate, to wit:-

Parcel No. 1. All that farm or tract of land situate, lying and being in Spaniard's Neck in the Third Election District of Queen Anne's County, Maryland, on the right of the public road leading from Burrisville to Sparks Hill and commonly known as The Murphy Farm, containing 146 acres of land, more or less. Improvements consist of dwelling barn and other necessary outbuildings.

Parcel No. 2. All that farm or tract or parcel of land called "Yorkshire" or "Harrison's Ramble" and commonly known as The Walter Rolph Farm situated in the first election district of Queen Anne's County aforesaid, on the public road leading from Duhamel's Corner to Carson's Corner adjoining the land of Joseph Cummins, and others and containing 114 acres of land, more or less. Improvements consist of Dwelling and other necessary outbuildings. These two farms are well located and are productive and well situated near schools and churches and will each make a good home or investment.

Terms of Sale; One third of the purchase money in cash on the day of sale and the balance in two equal installments payable respectively in one and two years from day of sale. All deferred payments are to bear interest from the day of sale and to be secured to the satisfaction of the undersigned. The purchaser may pay the entire purchase money in cash upon the final ratification of the sale by the Circuit Court for Queen Anne's County, in Equity. A cash deposit of five hundred dollars will be required on each farm on the day of sale. Further particulars will be made known on day of sale.

Edwin H. Brown, Jr.
Assignee.

J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD

Centreville, Md. June 10th. 1929

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Edwin H. Brown, Jr. Assignee vs. Roland Morris and wife a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, 1st. insertion being May 16th. 1929 before the 11th. day of June, in the year 1929.

The Centreville Record Publishing Co.
By Lida Hopkins.

Statement of Mortgage Debt filed
June 11th. 1929.

Edwin H. Brown, Jr.
Assignee

Vs.

Roland Morris and
Addie Morris, his wife.

In the Circuit Court

for

Queen Anne's County.
in Equity.

Cause No. 2777.

STATEMENT OF MORTGAGE DEBT.

Amount of principal of mortgage		\$5,516.49
Interest on mortgage to December 2nd. 1928		68.81
Interest on mortgage from December 2nd. 1928 to June 11th. 1929		<u>173.77</u>
		\$5,759.07
Commissions for collecting same as per terms of mortgage.		<u>287.95</u>
Total		\$6,047.02
Taxes for 1927 & 1928 on Parcel #1	\$203.28	
Taxes for 1927 & 1928 on Parcel #2	<u>133.93</u>	<u>337.21</u>
		\$6,374.23

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

I hereby certify that on this 11th. day of June, in the year nineteen hundred and twenty nine, 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 of mortgage and made oath in due form of law that the Statement of Mortgage debt as above set forth is true and just as therein stated.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

Lida Hopkins.
Notary Public.

Notary
Public
Seal.

Certificate of publication
of Order Nisi filed Nov. 4th 1929.

Edwin H. Brown, Jr. Assignee
Vs.
Roland Morris and Addie Morris,
his wife.

ORDER NISI

In the Circuit Court for
Queen Anne's County, in
Equity. Chancery No.
2777.

ORDERED, this 11th. day of June, A.D. 1929, 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 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 Queen Anne's County, Maryland, once in each of four successive weeks before the 15th. day of July next.

The Report states the amount of sales to be \$6090.

B. Hackett Turner, Clerk.
True copy
Test: B. Hackett Turner, Clerk.

Filed June 11th. 1929.

THE CENTREVILLE RECORD.

Centreville, Md. Nov. 1st. 1929

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Edwin H. Brown, Jr. Assignee vs. Roland Morris and Addie Morris, his wife, Chy. #2777, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 15th. day of July, in the year 1929.

Filed Nov. 4th. 1929.

The Centreville Record Publishing Co..
By L. Hopkins.

Final Order of Court
Ratifying Sale filed
Nov. 4th. 1929.

Edwin H. Brown, Jr.
Assignee

Vs.

Roland Morris and
Addie Morris, his wife.

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In the Circuit Court

for Queen Anne's

County, in Equity.

Cause No. 2777.

ORDERED, this 4th. day of November, in the year nineteen hundred and twenty nine, 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 preceding Order Nisi. The said Assignee is allowed the usual Trustee commission as provided in the mortgage and all expenses not personal.

Filed Nov. 4th. 1929.

Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed April 1st, 1930.

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

Edwin H. Brown, jr.,
assignee,

vs.

Roland Morris and
Addie Morris, his wife.

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}
}
}
}

Cause No. 2777.

To the Honorable, the Judges of said Court;

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

That the sales made in this cause were made under a power contained in a mortgage filed in the cause for the payment of the mortgage indebtedness and did not produce enough to pay said indebtedness in full.

That Edwin H. Brown, junior, the party making the mortgage sales, has produced to the auditor his vouchers for all the allowances of the audit under expenses of sale, excepting, of course, those for his commissions, cost of advertising the order nisi and the auditor's fee.

That in the within account the said Edwin H. Brown, junior, vendor as aforesaid, is charged with the gross amount of the two sales made by him and is then thereout allowed his commissions for making the mortgage sale, per terms of mortgage, the costs of advertising the notice of sales and the several orders nisi of the cause, the court costs of the cause, the charges of the auctioneer at the sale, the cost of his bond, the taxes on the mortgaged land for years 1927 and 1928, the cost of advertising the order nisi to be passed as to this audit, and the fee of the auditor.

That the balance of the sales remaining after these allowances, being the net proceeds of the sale, is then distributed unto the said Edwin H. Brown, junior, on account of his mortgage claim as it existed on the day of sale, per the statement of the mortgage debt filed.

That the auditor appends to the account a statement showing the balance due by Roland Morris, mortgager, to the said assignee on account of the mortgage debt on the day of sale after the application to the debt the net proceeds of sales mentioned.

Which is respectfully submitted,

April 1, 1930.

Filed April 1st, 1930.

Madison Brown
Auditor.

Cause 2777.

The proceeds of the sales of the mortgaged real estate of Roland Morris, mortgagor of the mortgage filed in said cause, in account with Edwin H. Brown, junior, assignee of said mortgage, and as such vendor making the sales reported in this cause under the terms of said mortgage.

	Cr.	
1929		
June		
11	By the gross amount of the sale of Parcel No. 1 of the report of sales, called "The Murphy Farm", per said report, to wit: the sum of	\$4,383.00
	By the gross amount of the sale of Parcel No. 2 of the report of sales called "The Rolph Farm", per said report, to wit: the sum of	<u>1,710.00</u>
	Total amount of said sales, to wit: the sum of	\$6,093.00
	Dr.	
"	To Edwin H. Brown, junior, person making the sales reported, for his commissions, per terms of mortgage, to wit: the sum of	\$ 286.72
	To do., for the cost of advertising in the Centreville Record notice of the sale and the order nisi thereon, per accounts for same exhibited:	56.75
	To do., for the court costs of cause, per Clerk's statement as follows:	
	Appear. fee, plaintiff's attorney, \$10.00	
	Costs of B. H. Turner, Clerk, <u>18.75</u>	28.75
	To do., for amount paid J. E. Anthony for crying the sales made, per his account with a receipt thereon exhibited, to wit: the sum of	37.50
	To do., for the cost of his bond filed herein with corporate surety thereon paid said surety, per account for same with receipt thereon exhibited: .	21.00
	To do., for state and county taxes on land sold, per receipted tax bills exhibited, for years 1927 and 1928 on first farm mentioned (\$107.80 & \$95.48) \$203.28 and on second farm mentioned (\$55.58 & \$78.35) \$133.93, total sum of	337.21
	To do., for advertising the order nisi to be passed as to this account, the sum of	3.00
	To Madison Brown, auditor, for stating this account: <u>9.00</u>	
		\$ 779.93
	To Edwin H. Brown, jr., assignee of mortgage, this balance on account of his mortgage claim due on day of sale, the balance not being sufficient to pay the claim in full, to wit: the sum of	<u>5,313.07</u>
		\$6,093.00 \$6,093.00

Statement of mortgage debt appears on next page.

Cause 2777.

Statement of Mortgage Indebtedness.

1929

June 11

Roland Morris, mortgagor, to Edwin H. Brown, jr., assignee of mortgage,

Dr.

To amount of the mortgage indebtedness due under mortgage from Roland Morris to the Centreville National Bank of Maryland, dated Dec. 29, 1923, recorded in Liber B. H. T. No. 1, a land record book of Queen Anne's County, on folio 85, being

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty third day of August, in the year nineteen hundred and twenty nine, the following Order to docket suit etc., was filed for record, to wit:-

Walter Jewell, Mortgagee	(	In the Circuit
	)	Court for Queen
Vs.	(	Anne's County,
James B. Rhodes and Manie L. Rhodes, his wife. Mortgagors/	)	in Equity.
	(	Cause No.

To Mr. B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, in Equity:

Mr. Clerks:

Please docket the above entitled suit on Your Chancery Docket, enter the appearance of J.H.C. Legg, Esq. for the Mortgagee make out and filed in this cause a certified copy of the mortgage from James B. Rhodes and Manie L. Rhodes, his wife, to Walter Jewell dated April 12th. 1928, and recorded in Liber B.H.T.No.8, folios 110 etc..

J.H.C. Legg,
Solicitor for Mortgagee.

Certified Copy of Mortgage:

#13,021. Queen Anne's County, to wit: Be it remembered that on the 15th. day of May, in the year nineteen hundred and twenty eight, the following mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 12 day of April, in the year nineteen hundred and twenty eight, by James B. Rhodes and Manie L. Rhodes, his wife, of Queen Anne's County, in the State of Maryland, WITNESSETH:-

WHEREAS, the said James B. Rhodes is justly and bona fide indebted unto Walter Jewell, of said Queen Anne's County, in the said State of Maryland, in the full and just sum of two thousand dollars, being for that amount of cash money this day loaned and advanced by the said Walter Jewell to the said James B. Rhodes, upon the express condition precedent to the making of the said loan, that the repayment of the said sum of two thousand dollars, together with the interest to accrue thereon, within one year from the date of these presents, should be secured and assured by the execution and delivery of a first mortgage on the hereinafter described real estate and interest to be paid each six months, or semi-annually, and the principal sum of two thousand dollars to be due and payable one year from the date of these presents.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar, we, the said James B. Rhodes and Manie L. Rhodes, his wife, do hereby grant and convey unto Walter Jewell in fee simple, the following described real estate, situate, lying and being in the fifth election-district of Queen Anne's County, in the State of Maryland, and described as follows; to wit:- All that lot or parcel of land situate, lying and being on the right hand side of the Macadam state road leading through Grasonville (formerly Winchester) to Kent Island Narrows, and improved by a frame dwelling house and other buildings, a frame store house and other buildings, where the said James B. Rhodes now lives and is engaged in the mercantile business, as well as the vacant lot of land in the rear of the store and dwelling, and is the same land as that described in the deed from John W. Hassett to the said James B. Rhodes, dated May 12th. 1891, and recorded in Liber W.D.No.5, folios 530 etc. one of the land record books for Queen Anne's County, Maryland, which described the said land by metes and bounds, courses and distances, with the exception of the part heretofore sold off of the said lot by James B. Rhodes to Reese Rhodes, in deed dated December 19th. 1912, and recorded in Liber W.F.W. No.2, folios 452, one of the land record books for Queen Anne's County, Maryland.

SECONDLY: All that tract or lot of land situate on the north side of the public road leading from Queenstown to Kent Island, in or near the town of Winchester (Now Grasonville) in the rear of and adjoining the property of the said James B. Rhodes, the property of John W. Hassett and others, and containing one and three quarter of an acre of land, more or less, and is the same land as that described in the deed from George M. Vansant, Sheriff, to the said James B. Rhodes, dated Nov. 29th. 1898, and recorded in Liber S.H.C.No.8, folios 535 etc. one of the land record books for Queen Anne's County, Maryland, to which deed especial reference is hereby made for an accurate description of this lot intended to be herein conveyed.

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 James B. Rhodes, his heirs, executors, administrators or assigns, shall well and truly pay to the said Walter Jewell, his successors, executors, administrators or assigns, the aforesaid sum of two thousand dollars, at the end of one year from the date of these presents, and the interest each six months during the continuance of this loan, as above set forth, and shall perform all the covenants, conditions and agreements therein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said James B. Rhodes, his heirs and assigns, shall possess said property.

AND the said James B. Rhodes, for himself and for his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and 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 Walter Jewell, 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 Walter Jewell, his successors, executors, administrators or assigns, or J.H.C. Legg, his and their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or 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 B. Rhodes 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 Walter Jewell, his executors, administrators, successors 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 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 B. Rhodes, for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

As witness their hands and seals.

Test: Chas. O. Coursey.

James B. Rhodes. (SEAL)

Manie L. Rhodes. (SEAL)

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

I hereby certify that on this 12 day of April, in the year nineteen hundred and twenty eight, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James B. Rhodes and Manie L. Rhodes his wife, the within named mortgagors, and did each acknowledge the foregoing mortgage to be their respective act; and now at the same time also personally appeared before me, the subscriber, Walter Jewell, the within named mortgagee, and made oath in due form of law that the consideration named in the foregoing mortgage is just and true and bona fide as therein set out and stated.

Chas. O. Coursey. J.P.
Justice of the Peace.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber B.H.T.#8, folios 110 et seq., a land record book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of August, A.D. nineteen hundred and twenty nine.

Seal's
Place.

B. Hackett Turner, Clerk.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty seventh day of August, in the year 1929, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we Walter Jewell, Myrtle B. Jewell and Carey-Saddler, all 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 five 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 and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty sixth day of August, in the year nineteen hundred and twenty nine.

WHEREAS, the above bounden Walter Jewell, by virtue of the power of sale contained in a mortgage from James B. Rhodes and Manie L. Rhodes, his wife, bearing date the 12th. day of April, in the year 1928, and recorded among the land record books for Queen Anne's County, Maryland, in Liber B.H.T. No. 8, folios 110 etc. the said Walter Jewell 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 payment of the interest, the insurance 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 Walter Jewell, 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:
Jeannette Saddler.

Walter Jewell. (SEAL)
Myrtle B. Jewell. (SEAL)
Carey Saddler. (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Aug. 27th. 1929.

B. Hackett Turner, Clerk.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, fol. 44, a bond record book for Queen Anne's Co..
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 1929.

B. Hackett Turner, Clerk.

Seal's
Place.

Report of Sale filed September 19th. 1929.

Walter Jewell	(	In the Circuit Court for
Mortgagee	)	Queen Anne's County,
	(	in Equity,
Vs.	)	Cause No. 2785.
James B. Rhodes and Manie L. Rhodes, his wife.	(
Mortgagors.)	

To the Honorable, the Judges of said Court:-

The report of Walter Jewell, Mortgagee, named in the mortgage from James B. Rhodes and Manie L. Rhodes, his wife, to the said Walter Jewell, dated the twelfth day of April, in the year nineteen hundred and twenty eight, and recorded in Liber B.H.T. No. 8, folios 110 etc. one of the land record books for 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, the insurance and the taxes; 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 the 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 Observer, for four insertions, a newspaper printed and published in said Queen Anne's County, State of 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 same, he did pursuant to said advertisement, attend in person together with his attorney, in front of the Court House door in the town of Centreville on Tuesday, the 17th. day of September, 1929, at the hour

of 2 O'clock P.M. and then and there proceeded to sell the property mentioned and described in the aforesaid mortgage and in the annexed advertisement, in the following manner, to wit:- The mortgagor, his son, and his friend Mr. James B. Baker, came to your mortgagee, and requested him to offer the property described in the aforesaid mortgage, and in the annexed advertisement in three separate parcels, reserving the right to sell it as whole and to sell it in the way it would bring the most money, so in compliance with that request, your mortgagee first offered the vacant lot, containing one and three quarter acres, in the rear of the store and dwelling, reserving the right to offer it as whole, and sell in the way it would bring the most money, and after crying it for some time no bid was made for it, so it was withdrawn to be offered with the store and dwelling; Your mortgagee then offered the dwelling house, with the explanation that the line would take in one-half of the alley way between the store and dwelling, and run back from the public road to the vacant lot in the rear, reserving the right to re-offer it, with the whole property, and sell it in way it brought the most money, and after crying this piece for some time and receiving no bid for it, it was withdrawn, to be offered with the property as a whole; your mortgagee then offered the store property, reserving the right to offer it with the other two parcels as a whole, and after crying the same for some time and receiving no bid, he withdrew it, announcing it would be offered with the other two parcels as a whole; Your mortgagee then offered the whole property described in the aforesaid mortgage and in the annexed advertisement, and described as follows, to wit:- All that lot or parcel of land situate, lying and being on the right hand side of the Macadam State road leading through Grasonville (formerly Winchester) to Kent Island Narrows, and improved by a frame dwelling house and a store house and other buildings, where the said James B. Rhodes now lives and is engaged in business, as well as the vacant lot in the rear of the store and dwelling, and secondly all that tract or lot of land situated on the north side of the public road leading from Queenstown to Kent Island in or near the town of Winchester now (Grasonville) in the rear and adjoining the property of the said James B. Rhodes and others and containing one and three quarter acres of land, more or less. This is the same property as that described in the aforesaid mortgage and the references therein contained, to which special reference is hereby made, and after the auctioneer cried the sale for over half an hour, the same was sold to your mortgagee, Walter Jewell at and for the sum of twenty six hundred and fifty dollars the said Walter Jewell being then and there the highest bidder for the said property at and for the sum of twenty six hundred and fifty dollars. And your mortgagee further reports that it was announced that the balance due on taxes on this property for the year 1928 and the taxes for the year 1929 would be paid out of the proceeds of sale that possession of the property would be given on the final ratification of the sale by this Honorable Court, and that he will comply with the terms of sale upon the final ratification of the sale by this Honorable Court.

All of which is respectfully by

Walter Jewell.
Mortgagee.

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

I hereby certify that on this 18th. day of September, in the year nineteen hundred and twenty nine, before me the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, legally commissioned and qualified personally appeared Walter Jewell, 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 foregoing 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.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year first above written.

H.K. Thomas,
Notary Public. Notary
Public
Seal.

J.H.C. Legg, Attorney-at-law.

ORDER NISI

Walter Jewell,
Mortgagee

Vs.

James B. Rhodes and
Manie L. Rhodes, his wife,
Mortgagors.

In the circuit Court
for Queen Anne's County,
in Equity.
Cause No. 2785.

ORDERED on this 19th. day of September, in the year nineteen hundred and twenty nine, that the sales of the real estate and property mentioned and described in these proceedings, and made and reported in this Cause by Walter Jewell, mortgagee, be ratified and confirmed, unless cause to the contrary be shown on or before the 23rd. day of November next; provided a copy of this Order be inserted in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd. day of October next.

The report states the amount of sales to be \$2650.00

Filed Sept. 19th. 1929.

B. Hackett Turner, Clerk.

Certificate of Publication of
Advertisement of Sale filed
Sept. 19th. 1929.

**MORTGAGEE'S SALE of Valuable STORE PROPERTY and DWELLING
In Grasonville, Queen Anne's County, Md..**

Under and by virtue of the power of sale contained in the mortgage, from James B. Rhodes and Manie L. Rhodes, his wife, to Walter Jewell, dated the 12 day of April, in the year nineteen hundred and twenty eight, and recorded on Liber B.H.T. No. 8, folios 110 etc. one of the land record books for Queen Anne's County, Maryland, default having occurred in the payment of interest and the insurance and the principal sum secured by said mortgage, the undersigned mortgagee is authorized and empowered to sell the said property in said mortgage described. As mortgagee he will sell at public auction in front of the Court House door in Centreville, in Queen Anne's County, Maryland, on TUESDAY, SEPT. 17, 1929 commencing at 2 o'clock P.M. all that lot or parcel of land situate, lying and being on the right hand side of the Maryland state road leading through Grasonville (formerly Winchester) to Kent Island Narrows, and improved by a Frame Dwelling House and a Store House and other buildings, where the said James B. Rhodes now lives and is engaged in business, as well as the vacant lot in the rear of the store and dwelling, and secondly all that tract or lot of land situate on the North side of the public road leading from Queenstown to Kent Island in or near the town of Winchester now (Grasonville) in the rear and adjoining the property of the said James B. Rhodes and others, and containing One and three-quarter acres of land, more or less. This is the same property as that described in the aforesaid mortgage, and the references therein contained to which special reference is hereby made.

This is the oldest established business place in Grasonville and the buildings are in excellent condition and this property should command the attention of anyone who desires to go in business, and secure a desirable home and at the same time an old established business stand.

TERMS OF SALE; Half of the purchase price cash on day of sale, and the balance is six months from the day of sale, with interest bearing note payable in bank with securities to the satisfaction of the undersigned attorney, 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.

J. Elmer Anthony, Auct.

Walter Jewell, Mortgagee.
J. H. C. Legg, attorney for mortgagee.

THE CENTREVILLE OBSERVER.

Centreville, Md. Sept. 19, 1929.

The Centreville Observer Publishing Co. hereby certifies that the mortgagee's sale in the case of Walter Jewell, mortgagee vs. James B. Rhodes and Manie R. Rhodes, his 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 20 days) before the 17 day of September, in the year 1929.

The Centreville Observer Publishing Co..
By Margaret E. Durney.

Certificate of Publication
of Order Nisi filed Nov. 28th. 1929.

J. H. C. Legg, Attorney-at-law.

ORDER NISI

Walter Jewell, mortgagee
Vs.
James B. Rhodes and Manie
L. Rhodes, his wife, mortgagors/

In the Circuit Court for
Queen Anne's County, in
Equity. Cause No. 2785

ORDERED on this 19th. day of September, in the year nineteen hundred and twenty nine, that the sales of the real estate and property mentioned and described in these proceedings and made and reported in this Cause by Walter Jewell mortgagee, be ratified and confirmed, unless cause to the contrary be shown on or before the 23rd. day of November next; provided a copy of this order be inserted in some weekly newspaper, printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd. day of October next.

The report states the amount of sales to be \$2650.00

B. Hackett Turner, Clerk.
True copy,
Test: B. Hackett Turner, Clerk.

Filed-September 19th. 1929

THE CENTREVILLE OBSERVER.

Centreville, Md. November 29, 1929

THE CENTREVILLE OBSERVER PUBLISHING CO, hereby certifies that the Order Nisi in the case of Walter Jewell, mortgagee, vs. James B. Rhodes and Manie L. Rhodes, 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 22nd. day of Oct. in the year 1929.

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

Statement of Mortgage Debt
filed Nov. 29th. 1929.

Walter Jewell,
Mortgagee,

Vs.

James B. Rhodes, and Manie
L. Rhodes, his wife,
Mortgagors.

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

Cause No. 2785.

STATEMENT OF MORTGAGE DEBT.

To amount of mortgage debt, under mortgage dated Oct. 12th. 1928	\$2000.00
Interest for 11 months and 5 days	111.67
5% Attorneys Commissions	<u>105.59</u>
	\$2217.26
Insurance paid by mortgagee on property before sale	<u>66.60</u>
Amount of the mortgage debt, interest to day of sale attorneys commissions, and insurance on property paid by mortgage prior to day of sale.	\$2283.86

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

I hereby certify that on this 26th. day of November, in the year nineteen hundred and twenty nine, 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 Walter Jewell Mortgagee as aforesaid, and made oath in due form of law that the statement of the mortgage indebtedness interest attorneys commissions and insurance is true as above set out to the best of his knowledge and belief. I testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

H.K. Thomas.
Notary Public.

Notary
Public
Seal.

Final Order of Ratification
filed Dec. 4th. 1929.

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 third day of December, in the year nineteen hundred and twenty nine, that the sales of the real estate made and reported in this cause by Walter Jewell, 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 mortgage is allowed the usual commissions, provided for in the said mortgage, and such proper expenses as he shall produce vouchers for to the auditor.

Thomas J. Keating.

Filed Dec. 4th. 1929.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed Feb. 21, 1930.

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

Walter Jewell, mortgagee,
vs.
James B. Rhodes and wife,
mortgagors.

Cause No. 2785.

To the Honorable, the Judges of said Court:

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

That it appears from an examination of the proceedings of this cause that the sale herein set forth did not produce sufficient money to pay the debt due under the mortgage under which the sale was made, and the cost of sale and of this cause.

That in the within account the auditor has charged Walter Jewell, the party making the sale, with the gross amount of the sale made by him, and then thereout has allowed unto him as follows: his commissions for making the sale, per rule of court and terms of mortgage, the court costs of this cause, cost of fire insurance obtained by him, the amount paid the auctioneer for crying the sale, the amount paid The Centreville Observer for advertising sale and order nisi thereon, the taxes on the property sold for year 1928 and for year 1929 paid by him, cost of advertising the order nisi to be passed as to this report, the fee of the auditor, and then the balance of the sale remaining after these allowances on account of his mortgage claim.

That the auditor has made and appends to the account a statement showing the amount of the mortgage indebtedness due by Walter Jewell, mortgagee, after the application to his claim of the proceeds of this cause.

Which is respectfully submitted,

Madison Brown.
auditor.

February 21, 1930.

Cause No. 2785.

The proceeds of the sale of the mortgaged real estate of James B. Rhodes, mortgagor, in account with Walter Jewell, the mortgagee named in the mortgage mentioned in this cause, and the vendor making the sale under said mortgage.

Sept. 17, 1929.	Cr.		
By the gross amount of the mortgage sale made on date mentioned, per report of sale filed, to wit: the sum of			\$2,650.00
	Dr.		
To Walter Jewell, vendor, for his commission for making sale, per terms of said mortgage, to wit: the sum of		\$151.00	
To do., for the court costs of this cause, per Clerk's statement as follows, to wit:			
Costs of B. H. Turner, Clerk, paid, per receipt,	\$18.75		
Appear. fee of J. H. C. Legg, paid, per receipt,	<u>10.00</u>	28.75	
To do., for cost of advertising in Centreville Observer notice of sale \$57.39 and order nisi on sale, \$5.00, per account for same receipted exhibited			62.39
To do., for amount paid J. E. Anthony for crying sale per his receipt exhibited, to wit: the sum of			15.00
To do., for state and county taxes paid by him on property sold to F. C. Stevens, Treasurer, for year 1928 per receipted tax statement,	\$46.44		
for year 1929 per receipted tax statement,	<u>73.47</u>	119.91	
To do., for the amount paid for fire insurance on mortgaged property to McKenney & Price, per receipted statement exhibited, to wit: the sum of			66.60
To do., for the cost of advertising the order nisi to be passed as to this report and account, to wit:			3.00
To Madison Brown, auditor, for stating this account;		<u>9.00</u>	
		\$455.65	
To Walter Jewell, mortgagee, on account of his mortgage claim due on the day of sale, this balance, to wit: the sum of		<u>2,194.35</u>	
		\$2,650.00	\$2,650.00

Statement of Mortgage Debt.

James B. Rhodes, mortgagor, to Walter Jewell, mortgagee,	Dr.
To amount of the mortgage debt due on September 17, 1929, under mortgage from James B. Rhodes to Walter Jewell dated April 12, 1928, per statement of debt filed in this cause, the sum of	\$2,217.26
Cr: By amount of net sales distributed above to Walter Jewell, on account of his mortgage claim, to wit: sum of	<u>2,194.35</u>
Dr: To balance which bears interest from Sept. 17, 1929,	\$ 22.91

Madison Brown
auditor.

Filed February 21, 1930.

NISI RATIFICATION OF AUDIT

Walter Jewell,
Mortgagee

VS.

James B. Rhodes and
wife, Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY.

IN EQUITY

CASE NO. 2785.

ORDERED, This 21st. day of February in the year nineteen hundred and thirty 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 17th. day of March 1930; provided a copy of this order be published once a week in each of two successive weeks before the 10th day of March, 1930 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk.

Filed Feby. 21st. 1930.

PETITION TO HAVE TRUSTEE APPOINTED
TO CONVEY THE REAL ESTATE SOLD IN
THESE PROCEEDINGS TO THE PURCHASER.
Filed Mar. first 1930.

Walter Jewell,
Mortgagee

VS.

James B. Rhodes and Wife,

IN THE CIRCUIT COURT,

For

Queen Anne's County, In Equity.

Cause No. 2785.

To The Honorable, the Judges, of said Court

Your Petitioner Walter Jewell, respectfully desires to bring to the attention of the Court,

(1) That it will appear from an Examination of the Papers on File in this cause that he is the Mortgagee, and at the same time the Purchaser,

(2) That on September 17th. 1929 he offered this property described in the Mortgage at Public Sale, and that the same was truck off to you Mortgagee and Petitioner and he became the purchaser of the said Property,

(3) That he has not as yet received any Deed for the same, and that in the Order Finally ratifying the said sale of the said property to him there was no one appointed to convey the same to him, and he therefore prays your Honors to appoint some one to execute a Deed conveying the said Mortgaged property so sold to him.

AND AS IN DUTY BOUND, WILL EVERY PRAY Etc.,

J. H. C. Legg
Solicitor for Petitioner.

Walter Jewell, the Purchaser.

ORDERED upon the foregoing Petition on this thjrd day of March, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity and by the authority thereof that J. H. C. Legg of Queen Anne's County, Maryland, be and he is hereby appointed Trustee to convey unto the said Walter Jewell, the purchaser of the property in 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 presents, and not before.

LEWIN W. WICKES

Filed March 4th., 1930.

CERTIFICATE OF THE PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Apr. 5th., 1930.

NISI RATIFICATION OF AUDIT.

Walter W. Jewell, Mortgagee
vs
James B. Rhodes and wife, mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2785.

ORDERED, This 21st day of February in the year nineteen hundred and thirty 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 17th day of March, 1930; provided a copy of this order be published once a week in each two successive weeks before the 10th day of March, 1930 in some newspaper printed and published in Queen Annes County.

B. HACKETT TURNER, Clerk.

True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed February 21st, 1930.

THE CENTREVILLE OBSERVER

CENTREVILLE, MD., April 4, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Walter W. Jewell, Mortgagee vs James B. Rhodes 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 two successive weeks before the 10th day of March in the year 1930.

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

FINAL ORDER RATIFYING
AUDIT.
Filed Apr. 8th, 1930.

ORDERED this 7th day of April, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County in Equity, and by the authority of the said Court, that the within and foregoing 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 directed to pay the several amounts in said Account awarded to the several persons to whom the same are therein allowed by the Auditor.

LEWIN W. WICKES.

Filed Apr. 8th, 1930.

Brot.forward from Page 423.

2. That she has been informed that it appears from the proceedings of the cause that Madison Brown, who was appointed by the decree of this cause to receive for and on behalf of said infant defendants certain sums of money mentioned in said decree, has filed in this court his petition to be relieved and his resignation as such trustee and that upon said resignation becoming effective under the order of this Court a new trustee will have to be appointed to receive from the said Madison Brown the said sums of money received by him as aforesaid and to hold and invest the same under the order of this Court for and on behalf of said infants.

3. That your petitioner respectfully suggests to this Honorable Court that James Page Brown of Queen Anne's County be appointed the trustee to succeed the said Madison Brown, stating that in her opinion he is a suitable person to act as said trustee and his appointment will be agreeable to her in her capacity as said guardian.

Your petitioner, therefore, respectfully suggests to this court the appointment of the said James Page Brown as the trustee to succeed the said Madison Brown.

Respectfully submitted,

Augusta C. Brown.

Certificate of Publication of
Order of Court
Filed Aug. 30, 1928.

ORDER OF COURT

In the Circuit Court for Queen Anne's County, In Equity, Cause No. 2659.

James Page Brown, et. al.,
vs.
Helen Brown Bordley, et. al.

Ordered, this 25th day of July, 1928, by the Circuit Court for Queen Anne's County, in Equity, upon the petition of Madison Brown, the trustee in the above entitled cause, to be released from his trust, and upon his exhibit and affidavit, accompanying said petition, filed in said cause, that the said Madison Brown, trustee as aforesaid, by publication of a copy of this order in some newspaper published in Queen Anne's County, once a week for four successive weeks before the 26th day of August next, give notice of his application to be relieved and discharged from further execution of his trust and also give warning to all persons to show cause if any they have, on or before the fifteenth day of September, 1928, why the application of the trustee should not be granted.

THOMAS J. KEATING
Filed July 25th., 1928.
True Copy
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD

Centreville, Md., July 24, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order of Court in the case of J. P. Brown et al vs. Helen B. Bordley et al. Cause #2656, 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 July 26/28) before the 26 day of Aug. in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

Decree of Court discharging Madison Brown as trustee of the trust of the cause and appointing James P. Brown trustee in his place.
Filed Nov. 3rd, 1928.

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

James P. Brown et al.,)
versus (Cause No. 2659.
Helen Brown Bordley, et al.)

DECREE OF THE COURT.

The within and foregoing petition of Madison Brown, trustee of this cause, to be released and discharged from the duties of the trust imposed upon him by the decree of this court passed in this cause August 13, 1927, has been read and considered.

It is thereupon upon this third day of November in the year nineteen hundred and twenty eight, adjudged, ordered and decreed 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 said Madison Brown be and he is hereby released and discharged from the further execution of the said trust, no cause to the contrary thereof having been shown, although notice appears to have been given of the filing of said petition in accordance with the order nisi passed in this cause on July 25, 1928.

And it is further ordered, adjudged and decreed as follows:-

That James P. Brown, of said county, be and he is hereby appointed trustee in the place and stead of said Madison Brown to perform the trust reposed in the said Madison Brown by said decree not as yet performed by him.

That before the said James P. Brown shall proceed to act as said trustee, he shall file with the clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland to be executed by himself and by a surety or sureties to be approved by the said clerk or by the court in the penalty of Ten Thousand dollars if the surety thereon be a corporation duly authorized to become sole surety on the bonds of trustees and in the penalty of Twenty Thousand dollars if the surety or sureties be natural 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.

That the papers of this cause and the proceedings had therein be and the same are hereby referred to Thomas J. Keating, Jr, as special auditor, with directions to him to state and return to this court an account showing the trust fund of this cause now in the hands of the said Madison Brown as trustee belonging to the said trust.

That upon the ratification by this court of said report and account of the said special auditor the said Madison Brown be and he is hereby empowered and directed to pay over, transfer and assign all the money funds, property and effects in his, the said Madison Brown's hands as trustee as aforesaid shown by the said report and account of said special auditor unto the said James P. Brown, the new trustee, who is hereby directed upon the receipt by him of said money, funds and property, to deliver a proper release for the same unto the said Madison Brown to be executed and acknowledged agreeably to law by him. And it is ordered that the costs under this petition including a fee of twenty five dollars to Madison Brown for legal services rendered in preparation of the said petition and this order, be paid out of trust funds.

And as soon as may be convenient after the receipt by the said James P. Brown of said money, property, funds and effects from said Madison Brown, he, the said James Page Brown, shall return a full and particular account of his transactions under this decree and he shall hold the said money, funds, property and effects subject to the order of this court.

Thomas J. Keating.

Report and Account of the Auditor.
Filed July 10th, 1929.

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

James P. Brown, et al.,	)	Chancery Docket
vs.	(	Cause 2659.
Helen B. Bordley, et al.,)	

To the Honorable, the Judges of said Court:

The report of Thomas J. Keating, Jr., as special auditor, unto Your Honors respectfully sets forth:

That by the decree of this court dated November 3, 1928, the papers of the above cause were referred unto your auditor, with directions to him to state and return to this Court an account to show the trust funds of the cause in the hands of Madison Brown as trustee of said cause, and the within accounts are stated pursuant to said order.

That the first account deals with the principal trust funds and in said account the said trustee is charged with the sums of money decreed by the decree of August 13, 1927, to be paid unto Barbara Page Brown and James Alexander Brown, infant defendants of the cause, and received by the said trustee per his report filed July 24, 1928. From examination of the papers of the cause the trustee was appointed to receive no other money other than that mentioned.

That in the second account the trustee is charged with the interest received by him from savings bank on deposit therein of said funds from date of deposit, September 2, 1927, to and inclusive of the date of June 30, 1929, and he is thereout allowed the cost of his bond, the Clerk's costs under the petition of resignation, the cost of advertising order of court relating to resignation, the fee of the auditor, the fee of twenty five dollars allowed the trustee in the order of court first mentioned, and the payment of two hundred dollars made the legal guardian of wards out of interest for their maintenance. At the direction of the trustee no commissions on income are allowed him. That from the first account mentioned it appears that the said trustee is now due and owing to said infant defendants by way of principal funds or money \$6,482.50, and that from the second account mentioned he is now due and owing by way of interest received to July 9, 1929, a balance of \$196.28.

Which is respectfully submitted.

Thos. J. Keating, Jr.
special auditor.

July 9, 1929;

Filed July 10th, 1929.

Brought forward from page 222.

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

Summoned by Reading and leaving a copy with the Defendant and also leaving a copy with Dr. Clark.

Filed Sept. 11th, 1928.

Geo. C. Kowble
Sheriff.

Report and Account
of the Auditor.
Filed February 13th, 1929.

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

Thomas J. Keating, jr.,
assignee,

vs.

Noah Clough, et al.

Cause No. 2706.

To the Honorable, the Judges of said Court:

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

That I have stated the within account in accordance with the order of this court passed February 7, 1929, in the above cause.

That in the within account I have charged Thomas J. Keating, Jr., the party who made the sale heretofore reported in this cause with the balance of the sale so made by him which by the audit filed February 10, 1928, remained in his hands subject to the order of the court, and I have then allowed him thereout the costs arising under the petition of Harriet Elizabeth Clough filed in the cause, as follows:

the court costs under the petition, the cost of advertising notice to creditors and an order of publication passed under said petition, renewal of premium on his bond, the cost of advertising the order nisi to be passed as to this account, and the fee of the auditor.

That the balance remaining after these allowances I have in the within account distributed unto said Harriet Elizabeth Clough in part and on account of her judgment claim filed in the cause as "Exhibit A" with said petition, the balance not being sufficient to per her claim in full.

It does not appear from the proceedings of the cause or from the claims' docket in the office of the clerk of said court that any other claim has been filed against this balance, I have examined personally the land records and judgment records in the Clerk's office for mortgages and judgments against Noah Clough following the date of the mortgage under which the sale of this cause was made, and I find no mortgages from him, nor unreleased judgments other than the judgment mentioned, and as this judgment has been verified by affidavit, I have not deemed it necessary to take any testimony in the matter of the distribution of said balance.

Respectfully submitted.

Madison Brown.
auditor.

February 13, 1929.

Cause No. 2706.

The proceeds of the sale of the mortgaged real estate of Noah Clough, mortgagor, in account with Thomas J. Keating, junior, assignee of the mortgage herein mentioned, the person making the sale of the mortgaged property.

1927,
June,
25.

Cr.

By the balance of the mortgage sale made in this cause undistributed by the preceding audit and by same remaining subject to the future order of the court, to wit: sum of \$404.75

Dr.

1929,
Feb.,
7.

To Thomas Keating, junior, party making the sale, for the following costs arising under the Creditors' Petition filed herein August 10, 1928, as follows: to wit:
For the court costs under said petition:
Costs of B. H. Turner, clerk, paid per receipted statement, to wit: \$ 8.75
Appear. fee of T. J. Keating, Jr.,
Cost of advertising in the Queenstown News notice to creditors and order of publication, \$3.50 8.50
paid per receipted statement. 5.00
Cost of renewal of bond filed herein, paid receipt exhibited, to wit: 5.00
Cost of advertising the 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 Harriet Elizabeth Clough, judgment creditor,
 in part of her judgment claim filed as "Exhibit A" with her petition, in part of her judgment claim, this balance, to wit: sum of \$ 365.00
 \$ 404.75 \$404.75

February 13, 1929.

Madison Brown

auditor.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr. Assignee
 VS.
 Noah Clough, et al.

IN THE CIRCUIT COURT
 FOR QUEEN ANNE'S COUNTY
 IN EQUITY
 CAUSE No. 2706.

ORDERED, This 13th. day of February, in the year nineteen hundred and 29, 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 11th. day of March, 1929. provided a copy of this order be published once a week in each of two successive weeks before the 4th. day of March, 1929 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk.

Filed Feby. 14th. 1929.

Certificate of Publication of
 Nisi Ratification of Audit.
 Filed February 19th, 1929.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr.,
 Assignee,
 vs.
 Noah Clough, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2706.

Ordered, This 13th day of February, in the year nineteen hundred and twenty-nine, 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 11th day of March, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 4th day of March, 1929, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
 True copy-Test:
 B. HACKETT TURNER, Clerk.
 Filed February 14th, 1929.

THE CENTREVILLE OBSERVER

Centreville, Md., March 19, 1929

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Thomas J. Keating, Jr., Assignee Vs. Noah Clough 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 4th day of March in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed 3/19/29.

Final Order of Court
ratifying Audit.
Filed March 19th, 1929.

Ordered this 19 day of March, in the year 1929, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although the order nisi thereon offers to have been duly published as by said order provided; and the assignee making sale is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same may have been or may hereafter be received from credit sales; if any. A receipt for the Clerk's costs is attached to said audit.

Filed March 19th, 1929

Thomas J. Keating.

Brought forward from Page 608.

Cause 2659.

The trust funds of Barbara Page Brown and James Alexander Brown, infant defendants of the above cause, in account with Madison Brown, trustee appointed in the above cause to receive said trust fund.

Account of Principal.

		Cr.	
1927,			
Sept. 2	By amount received by said trustee from James Page Brown for said Barbara Page Brown for said James Alexander Brown	\$ 2,258.25 <u>2,258.25</u>	\$ 4,517.50
" "	By amount received from Ernest B. Brown and Helen B. Bordley for Barbara Page Brown for James Alexander Brown	982.50 <u>982.50</u>	<u>1,965.00</u>
1929			
July 9	Total amount of principal fund now due and owing by said trustee to said infants,		\$ 6,482.50

Account of Interest.

		Cr.	
By amounts of interest received by said trustee for the joint account of said infants from said funds as follows:			
1927			
Dec. 31	Interest received from bank,	\$ 86.35	
1928			
June 30	Interest received from bank,	130.86	
Dec. 31	Interest received from bank,	133.47	
1929			
June 30	Interest received from bank,	<u>134.09</u>	
	By total interest received by trustee		484.77

Dr.

To Madison Brown, trustee for costs of advertising order of court relating to his resignation in Centreville Record per receipted account for same,	7.50	
for the cost of his bond for first year,	26.00	
for costs due B. H. Turner, Clerk, under petition of resignation per account for same,	4.75	
for the cost of advertising the order nisi to be passed as to this account,	3.00	
for the cost of his bond for second year,	17.74	
for the amount of the fee allowed him by order of court passed in said cause,	25.00	
for the amount of interest paid April 4, 1927, to Augusta C. Brown, legal guardian of said infants, for their support, to wit: sum of	200.00	
for the amount of the fee of Thomas J. Keating, jr., as special auditor, to be paid to him for stating this account, sum of	<u>4.50</u>	
	\$288.49	
To balance carried below, to wit: sum of	<u>196.28</u>	<u>\$484.77</u>
	\$484.77	\$484.77

Cr.

1929			
July 9	By balance of income due to said wards jointly or in equal parts by the said trustee, to wit:		\$196.28

Thos. J. Keating, Jr.
special auditor.

July 9, 1929.

Petition of Mother &
Guardian of infant defendants
for appointment of Jas. Page Brown
as trustee to succeed Madison Brown.
Filed Aug. 30th, 1928.

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

James Page Brown, et al.,)	
vs.	(
Helen Brown Bordley et al.	)	Cause No. 2659.

To the Honorable, the Judges of said Court:

The petition of Augusta C. Brown of the Dominion of Canada unto Your Honors respectfully sets forth:

1. That she is the mother and the legal guardian by appointment of the Orphans' Court of said county of Barbara Page Brown and James Aledander Brown, the infant defendants mentioned in the proceedings of this cause, and at the present time she is a resident of the Dominion of Canada.

2. That she has been informed that it appears from the proceedings of the cause that Madison Brown, who was appointed by the decree of this cause to receive for and on behalf of said infant defendants certain sums of money mentioned in said decree, has filed in this court his petition to be relieved and his resignation as such trustee and that upon said resignation becoming effective under the order of this court a new trustee will have to be appointed to receive from the said Madison Brown the said sums of money received by him as aforesaid and to hold and invest the same under the order of this court for and on behalf of said infants.

3. That your petitioner respectfully suggest to this Honorable Court that James Page Brown of Queen Anne's County be appointed the trustee to succeed the said Madison Brown, stating that in her opinion he is a suitable person to act as said trustee and his appointment will be agreeable to her in her capacity as aaid guardian.

Your petitioner, therefore, respectfully suggests to this court the appointment of the said James Page Brown as the trustee to succeed the said Madison Brown.

Respectfully submitted,

Augusta C. Brown.

NISI RATIFICATION OF AUDIT

James P. Brown et al.
VS.
Helen Brown Brodely et al.

} IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE NO. 2659.

ORDERED, This 10th day of July in the year nineteen hundred and twenty nine 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 3rd day of August 1929; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of July 1929 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk

Filed July 10th, 1929

Publication of Nisi Ratification of Audit.
Filed Aug. 14, 1929.

NISI RATIFICATION OF AUDIT

James P. Brown, et. al.,

vs.

Helen Brown Bordley, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2659.

ORDERED, This 10th day of July in the year nineteen hundred and twenty nine, 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 3rd day of August, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of July, 1929 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed July 10th, 1929.

THE CENTREVILLE RECORD

Centreville, Md., Aug. 14th, 1929

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the case of James P. Brown et al vs. Helen Brown Bordley et al Chancery #2659, 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 two successive weeks (1st insertion July 11/29) before the 26 day of July in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

Filed Aug. 14, 1929.

Certified Copy of Bond
Filed Aug. 16, 1929.

Queen Anne's County, to wit:- Be it remembered that on the sixteenth day of August, in the year 1929, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, James Page Brown, Ernest B. Brown 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 twenty thousand dollars, lawful money of the United States of America, to be paid to the said State of Maryland or to 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 in the whole and for the whole jointly and severally, firmly by these presents.

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

WHEREAS by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity passed in a cause therein bearing the number 2659, and wherein James Page Brown, et al. are plaintiffs, and Helen B. Bordley, et al. are defendants, on August 31, 1927, one Madison Brown was appointed trustee to collect of James P. Brown forty five hundred seventeen dollars and fifty cents, and of Ernest B. Brown and Helen B. Bordley nineteen hundred sixty five dollars, decreed by said court in said cause to be paid unto Barbara Page Brown and James Alexander Brown. infant defendants of said cause, and to hold said sums of money subject to the order and direction of said Court.

WHEREAS the said court by its decree passed on said cause November 3, 1928, released said Madison Brown from further execution of said trust, and did appoint the said James Page Brown, trustee in the place and stead of the said Madison Brown to perform the trust reposed in the said Madison Brown by the first mentioned decree.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: that if the above bound, James Page Brown, shall well and faithfully perform the trust reposed in him by the said decree of his appointment or which may be reposed in him by any future decree or order of said court 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:
Madison Brown.

James P. Brown. (SEAL)
Ernest B. Brown (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Aug. 16th. 1929.
B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 42. 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 Co. this 16th. day of August, in the year 1929.

Seal's Place:

B. Hackett Turner, Clerk.

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

James P. Brown, et al.,

vs.

Helen B. Bordley, et al.

)
(
)
(
)
(

Cause 2659.

To the Honorable, the Judges of said Court:

I, James Page Brown, the present trustee of the above entitled cause, by appointment of this court to succeed Madison Brown, the preceding trustee, do hereby agree to the final ratification of the within and foregoing audit stated and filed in said court by T. J. Keating, junior, special auditor; the sum of two hundred dollars allowed to Madison Brown in said audit as income paid to Augusta Brown, legal guardian of said infants, for their support, was applied by her to my knowledge to the support of said infants.

James P. Brown.

CLERK'S CERTIFICATE.

James P. Brown

Vs.

Helen Bordley

In the Circuit Court

for Queen Anne's County,

in Equity,

No. 2659. Chy.

I HEREBY CERTIFY, that no objections to the ratification of the Audit have been filed in the above entitled proceeding, and that 11 taxed costs, as stated in the Auditor's Account filed in this cause on the 10th day of July, 1929, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affix this 15th day of Aug 1929.

Seal's Place.

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

Final Order of Court
Ratifying Audit.
Filed Aug. 23rd, 1929.

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

James P. Brown, et al.,

vs,

Helen B. Bordley, et al.

)
(
)
(
)
(

Cause 2659.

Ordered, this 23rd day of August in the year hintein hundred and twenty nine, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the within and aforegoing report and account of Thomas J. Keating, junior, as special auditor, filed 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 it appears that notice has been given in accordance with the order nisi heretofore passed in this cause in relation to said account and report, and Madison Brown, the trustee now holding the money of this cause, is hereby directed to disburse the said money in the following manner, to wit ;

- (1) By payment of the costs allowed in said audit not already paid by him,
- (2) By payment unto James Page Brown, the qualified trustee of this cause by appointment of this court in the place of the said Madison Brown of the principal fund of \$6482.50 of said cause, shown by said account.
- (3) By the payment unto the said James Page Brown, present trustee as aforesaid, of the sum of \$196.28, the amount of the income now in the hands of the said Madison Brown, according to the said report and account of the auditor.
- (4) By the payment unto the said James Page Brown, present trustee, of any income which has been received since the stating of said account by said Madison Brown.

Filed Aug. 23rd, 1929.

Thomas J. Keating.

Brought forward from page 596.

the mortgage mentioned in the above cause, as follows, to wit:

Amount of principal debt the sum of	\$5,516.49
Amount of interest thereon to Dec. 2, 1928,	68.81
Amount of interest thereon from Dec. 2, 1928, to June 11, 1929,	<u>173.77</u>
	\$5,759.07
Commissions of collection due to Edwin H. Brown, jr., in whose hands the mortgage was placed for collection,	<u>287.95</u>
Total amount of debt,	\$6,047.02
Cr: By the net proceeds of sales of this cause, per preceding page, to wit: the sum of	<u>\$5,313.07</u>
To balance which bears interest from June 11, 1929,-	\$ 733.95

Madison Brown
auditor.

April 1, 1930.

Filed April 1st, 1930.

NISI RATIFICATION OF AUDIT

Edwin H. Brown, Jr.,
Assignee

VS.

Roland Morris and
Addie Morris, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE NO. 2777 Chy.

ORDERED, This 1st day of April in the year nineteen hundred and thirty 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 1930; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of April 1930 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed April 1st, 1930.

By request of Madison Brown the following Petition of Madison Brown for leave to accept six hundred seventy five dollars from the surety on the bond of James T. Bright, and to give a release to the surety, filed February 14th 1929.

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

In the Matter of the Trust Estate created
by the will of James H. Dodd, deceased,
in favor of Annie C. Bryan.

{
} Cause No. 2037.
{

To the Honorable, the Judges of said Court:-

The petition of Madison Brown, present trustee of this cause, unto Your Honors respectfully sets forth:-

1. That the only persons now living, who are interested as beneficiaries in the trust estate of this cause, are Annie C. Bryan, the life tenant, and Julian C. Bryan, Sarah E. Thomas and Adlai S. Bryan, her children.
2. That James T. Bright, the preceding trustee, was removed by the court as such trustee, because he failed to exhibit to the court in accordance with its order a full statement of the trust estate in his hands.
3. That since the said James T. Bright was so removed your petitioner has demanded of him many times a statement of his trust and has endeavored by cooperation of the said James T. Bright to make up the proper statement, but because of the inability of the said James T. Bright to furnish the necessary data nothing has been accomplished.
4. That the said James T. Bright claims that he has made unto the said beneficiaries certain payment out of the trust estate, but he has exhibited unto your petitioner no papers to prove the payments, and your petitioner does not know the amounts nor the dates thereof, but he believes certain payments were so made by the said James T. Bright, although, they must have been made without the sanction of the Court.
5. That at the present time your petitioner knows no more of what will be justly due by the said James T. Bright to the trust estate than he did when the said James T. Bright was removed as said trustee.
6. That the United States Fidelity and Guaranty Company, the surety on the bond of the said James T. Bright as trustee, in respond to demands of your trustee against it for a settlement of the amount due by the said James T. Bright, has offered to pay unto your petitioner the sum of six hundred seventy five dollars in full settlement of its liability as surety upon said bond, and upon the condition that the said Madison Brown, as trustee, shall give under an order of this court to be first obtained a release to said surety of all its liability under said bond.
7. That the said Annie C. Bryan, Julian C. Bryan, Adlai S. Bryan and Sarah E. Thomas, above named, have entered unto an agreement with your petitioner whereby they give their consent to the acceptance of said offer and to the making of said release; said agreement which is in writing is filed herewith as part hereof.
8. That the said James T. Bright is insolvent and a suit against him would be useless, and a suit against the said surety on his bond would be attended by uncertainty as to outcome, by delay and by considerable expense, and the said beneficiaries and your trustee are without money to meet any expenses of such suit.
9. That your petitioner believes it will be to the interest and advantage of all persons interested in the trust estate of this cause, that said offer be accepted and the said release be made for the reasons above stated and for other reasons which which will be made known unto Your Honors by your petitioner.
10. Your petitioner, therefore, prays Your Honors to pass an order authorizing, empowering him to accept of the said United States Fidelity and Guaranty Company the said sum of six hundred seventy five dollars in full settlement of its liability as surety upon said bond and upon the payment unto him of said sum to make and execute a release to said surety of all its liability under said bond.

Respectfully submitted.

Madison Brown.
Trustee.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCTs:-

I hereby certify that on this fourteenth day of February, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown, trustee above named, and he did make oath in due form of law that the matters and things set forth in the foregoing petition are 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.

THIS AGREEMENT, made this twelfth day of February, in the year nineteen hundred and twenty nine between Annie C. Bryan, Julian C. Bryan, Adlai S. Bryan and Sarah E. Thomas, of Queen Anne's County, State of Maryland, parties of the first part, and Madison Brown, of the same place, trustee as hereinafter set forth:-

WHEREAS the said Madison Brown is the trustee in a cause in the Circuit Court for said county bearing the number and title

In the Matter of the Trust created
by the will of James H. Dodd, deceased,
in favor of Annie C. Bryan.

(Cause 2037.
)

by appointment by decree in said cause in the place and stead of James T. Bright, former trustee.

WHEREAS there is due and owing by the said James T. Bright unto the said trust estate certain money, the amount of which cannot be ascertained with certainty owing to the manner in which he, the said James T. Bright, has conducted the affairs of the trust.

WHEREAS the United States Fidelity and Guaranty Company as surety upon the bond of the said James T. Bright has agreed to pay unto the said Madison Brown as said trustee the sum of six hundred seventy five dollars in full settlement of its liability as surety upon said bond and upon the condition that the said Madison Brown shall give the said surety a release of all liability under said bond having first obtained the consent of the parties hereto and the order of said court to make said release, the parties hereto being Annie C. Bryan, life tenant mentioned in said cause, and Julian C. Bryan, Adlai S. Bryan and Sarah E. Thomas, her children.

WHEREAS the parties of the first part desire that the offer of said surety company be accepted.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH; that the parties of the first part, for and in consideration of the premises and of the sum of one dollar, do hereby covenant and agree to and with the said Madison Brown as trustee aforesaid;

That the said Madison Brown as said trustee shall have and is hereby given full power and authority to settle with the said surety company for the claims of the trust estate inclusive of principal and interest by receiving from said company the sum of six hundred seventy five dollars in full of its responsibility and liability under said bond;

that the said Madison Brown as trustee as aforesaid shall have and he is hereby given full power and authority upon the payment to him of the said sum of six hundred seventy five dollars to release said surety of and from all debt, liability suit and demand, which could or might possibly be brought against it for or on account of its undertaking as the surety for the said James T. Bright on said bond; that the said Madison Brown and L. W. Barroll, as attorneys at law, shall be allowed for services rendered by them in the matter of procuring a settlement with said surety and in obtaining said offer or compromise such fee as said court may think proper to allow them;

that the parties of the first part shall receive notice from the said Madison Brown of the amount of said fee prior to its payment.

That the settlement herein agreed upon shall be made by the said Madison Brown only after receiving the order of the court to make settlement.

And the parties of the first part do jointly and severally covenant and agree to and with the said Madison Brown, his executors, administrators and assigns that in settlement with him of the matters of the trust estate of this cause, that they will hold him and them under his bond as trustee liable for no greater sum than the said sum of six hundred and seventy five dollars, and will allow all costs, charges, fees and commissions proper to be allowed thereout.

The parties of the first part covenant to and with the said Madison Brown that the said Annie C. Bryan is the life tenant entitled under the will of James H. Dodd to a life estate in the funds of said cause; that at the time of the death of said James H. Dodd she had living four children, to wit; Julian C. Bryan, Adlai S. Bryan and Sarah S. Thomas aforesaid and one child by the name of Lolita Bryan, who died April 28, 1917; that no children have been born unto the said Annie C. Bryan since the day of the death of the said James H. Dodd and that the said Annie C. Bryan is seventy one years of age.

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

Test: Marian P. Bryan
Test: Marian P. Bryan
Test: Arthur T. Thomas.
Test: Lillian M. Bryan.

Annie C. Bryan
Julian C. Bryan
Sarah E. Thomas
Adlai S. Bryan

(SEAL)
(SEAL)
(SEAL)
(SEAL)

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

In the Matter of the Trust Estate
created by the will of James H. Dodd,
deceased, in favor of Annie C. Bryan

{
} Cause No. 2037.
{

ORDER OF COURT.

The foregoing petition and agreement thereto attached have been read and considered by the court.

It is, thereupon, on this 14th. day of February in the year nineteen hundred and twenty nine, adjudged, ordered and decreed that Madison Brown, the trustee of said cause, be and he is hereby authorized, empowered and directed to accept from the United States Fidelity and Guaranty Company, the surety upon the bond filed by James T. Bright, as former trustee of this cause, in this cause the sum of six hundred seventy five dollars in full settlement of its liability as surety on said bond and that upon the payment by said surety unto the said Madison Brown trustee, of said sum of six hundred seventy five dollars, that he shall deliver unto said surety a release in writing of all liability of said surety under said bond.

Filed Feby. 14th. 1929.

Thomas J. Keating.

