

1431368

Chancery Cause #2735.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 19th. day of January, in the year 1928, the following Order to Docket Suit was filed for record, to wit:-

J. RUSSELL CARROLL, : IN THE CIRCUIT COURT
 Assignee, : :
 : :
 vs. : :
 : QUEEN ANNE'S COUNTY.
 BESSIE G. DOWNS. :
 :
 : IN EQUITY.
 :

Mr. Clerk:

Please docket suit as per above titling, make certified copy of Mortgage and file same in these proceedings.

Filed January 19th. 1928.

J. Russell Carroll,
Assignee.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENTS.

#8702. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the nineteenth day of July, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 26th. day of April, in the year one thousand nine hundred and twenty one, by and between Bessie G. Downs, of Philadelphia County, in the State of Pennsylvania, of the first part, and Nathan D. Smith, of Baltimore City, in the State of Maryland, of the second part;

WHEREAS, the said Nathan D. Smith has this day loaned to the said Bessie G. Downs, the sum of thirty five hundred dollars, said sum being for payment in part of the purchase money for the property hereinafter described, and which sum is to be repaid to the said Nathan D. Smith in one year from date, with interest thereon at six per cent per annum. And whereas it was a condition precedent to the making of said loan that these presents should be executed for the purpose of securing the payment of said loan and interest at maturity.

NOW, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Bessie G. Downs, widow, does grant and convey unto Nathan D. Smith, his heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in Queen Anne's County, State of Maryland, being part of all that tract of land commonly known as The Love Point Farm, and which are laid down on a plat of the Love Point Land and Improvement Company of Caroline County, and recorded among the land records of Queen Anne's County, in Liber S. S. No. 7, folio 590 and 591 as follows: Lots numbers 18, 19, 20, 21, 22, 23 and 24 in block No. 2, each being fifty feet front by one hundred and twenty feet deep and fronting on Second Street.

lots numbers 11, 12, 13, 14 and 15 in block No. 11.
lots numbers 7, 8, 9, 10, 11 and 24 in block No. 12.
lots numbers 7, 8, 9 and 13 in block No. 20, each fronting on Love Point Avenue.

Being part of all those lots of ground which by deed of even date herewith and intended to be recorded among the land records of Queen Anne's County, prior hereto, were granted and conveyed by Nathan D. Smith to the said mortgagor.

It is understood and agreed by and between the parties hereto that the said mortgagor shall be entitled to partial releases of the above mortgage at any time on payment of the sum of two hundred dollars and interest to date for each lot so partially released, until thirty five hundred (\$3500.00) dollars has been paid when this mortgage shall be considered satisfied and the balance of the property hereunder released.

Together with the buildings and improvements thereupon, and all the right and appurtenances thereto belonging. TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid, unto and to the proper use of the said Nathan D. Smith, his heirs and assigns forever in fee simple. Provided that if the said Bessie G. Downs, her heirs or assigns shall well and truly pay or cause to be paid the aforesaid principal sum of thirty five hundred dollars and all the installments of interest thereon when and as each shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on her part to be performed, then this mortgage shall be void. And it is agreed that until default be made in the premises, the said party of the first part, her heirs or assigns, shall possess the aforesaid property upon paying, in the meantime, all

taxes, assessments, public dues and charges levied or assessed or to be levied or assessed on said property, which taxes, public dues, charges, assessments, and the principal hereof and the interest thereon, the said party of the first part, for herself, her heirs and assigns, hereby covenants to pay when legally demandable. But if default be made in the payment of the aforesaid mortgage debt, either principal or interest, in whole or in part, at the time or times limited and mentioned for the payment of the same as aforesaid, or in case of any default being made in any covenant or condition of this mortgage, then the whole mortgage debt shall be deemed to be due and payable, and it shall be lawful for the said Nathan D. Smith, his heirs or assigns, or by Alfred J. O'Ferrall, 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 and assigns, and said sale shall be made in the manner following, to wit: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Queen Anne's County, and such other notice as by the said mortgagee, his heirs or assigns may be deemed expedient, and in the event of a sale of said property under the powers hereby granted, the proceeds of said sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, and including a commission to the party making sale of said property, equal to the commissions usually allowed trustees for making sale of similar property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; second, to the payment of all claims of the said mortgagee, his heirs and assigns under this mortgage, whether or not the same shall have matured, and the surplus, if any there be, shall be paid to the said mortgagor, her heirs or assigns or to whoever may be entitled to the same. And the said mortgagor, for herself, her personal representatives and assigns, does 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 foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest, equal to one half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court of Queen Anne's County, in Equity, which said expenses, costs and commission the said party of the first part, for herself, her heirs or assigns hereby covenant to pay, and the said party of the second part, his heirs or assigns, or Alfred J. O'Ferrall, their said attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission; but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

As witness my hand and seal.

Test: H. A. Cannon.

Bessie G. Downs (SEAL)

State of Pennsylvania, Philadelphia County, to wit:

I hereby certify that on this 26th. day of April, in the year one thousand nine hundred and twenty one, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Philadelphia County, personally appeared Bessie G. Downs, the mortgagor named in the foregoing mortgage, and she acknowledged said mortgage to be her act.

As witness my hand and Notarial Seal.

Notary
Public
Seal.

H. A. Cannon,
Notary Public.

Commission expires
February 27th. 1925.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 26th. day of April, 1921, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Nathan D. Smith 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.

Adrian J. Grape,
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the twentieth day of January, in the year nineteen hundred and twenty eight, the following Assignments were brought to be recorded, to wit:-

For value received, I do hereby assign the within and foregoing mortgage unto James T. Bright.

Witness my hand and seal this fifth day of January, nineteen hundred and twenty eight.

Test: J. R. Carroll.

Nathan D. Smith (SEAL)

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For value received, I hereby assign the within and foregoing mortgage unto J. Russell Carroll.
Witness my hand and seal this 17th. day of January, 1928.

Test: Matthew D. O'Connor.

James T. Bright (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 188 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 January, in the year nineteen hundred and twenty eight.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed Feb. 15th. 1928.

Queen Anne's County, to wit: Be it remembered that on the fifteenth 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, Russell Carroll, of Baltimore, Maryland, as Principal, and The Aetna Casualty & Surety Company, a corporation of the State of Conn., of Hartford, Conn., as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand and 00/100 Dollars (\$2,000.00) 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 14th. day of February, in the in the year of our Lord, one thousand nine hundred and twenty eight.

WHEREAS, the above bounden, J. Russell Carroll, by virtue of the power contained in a mortgage from Bessie G. Downs to Nathan D. Smith, dated the 26th. day of April, 1921, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 7, folio 188 etc., and duly assigned by mesne assignments unto the undersigned, default having occurred in the terms and conditions of said mortgage, the undersigned assignee will sell at public auction, to the highest bidder at Love Point, Maryland, in front of the Love Point Hotel, on Wednesday, February 15-1928,,all those lots or parcels of ground situate and lying at Love Point, in Queen Anne's County, Maryland.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, J. Russell Carroll 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 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, J. Russell Carroll has hereto set his hand and seal and the said Aetna Casualty & Surety Company has caused these presents to be duly assigned by its resident Vice-President, attested by its Resident Assistant Secretary, the day and year first above written.

Clyde H. Wilson.
Ethel P. Keil.
John C. Tucker.

J. Russell Carroll. (SEAL)
The Aetna Casualty & Surety Company.
J. G. Price, Jr. Seal's
Res. Vice-Pres. Place.
A. Hueg.
Res. Asst. Secty.

And on the back of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed February 15th. 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. 342 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 15th. day of February, in the year 1928.

B. Hackett Turner, Clerk.

REPORT OF SALE.
 Filed Feb. 28th. 1928.

J. RUSSELL CARROLL,
 Assignee,
 vs.
 BESSIE G. DOWNS.
 IN THE CIRCUIT COURT
 FOR
 QUEEN ANNE'S COUNTY,
 IN EQUITY.

The Report of Sale of J. Russell Carroll, Assignee, under and by the terms of the Mortgage filed in this Cause, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, and having given notice of the time, place and manner and terms of sale, by advertisements inserted in The Centreville Observer, a newspaper published in Queen Anne's County, for more than twenty days preceding the day of sale, as set out in said Mortgage, the said J. Russell Carroll did pursuant to said advertisement on Wednesday, the 15th day of February, 1928, between the hours of two and two-thirty o'clock P.M., attend at the Love Point Hotel, at Love Point, Queen Anne's County, Maryland, and then and there sold the following lots, to wit:- Lots numbers 18, 19, 20, 21, 22, 23 and 24 in Block #2, each being fifty feet front by one hundred and twenty feet deep and fronting on Second Street; Lots Numbers 11, 12, 13, 14 and 15 in Block #11; Lots numbers 7, 8, 9, 10, 11 and 24 in Block #12; Lots numbers 7, 8, 9 and 13 in Block #20, each fronting on Love Point Avenue, located at Love Point, Queen Anne's County, Maryland, more fully described in said Mortgage. Your Trustee first offered for sale Lots numbers 7, 8, 9, 10 and 11 in Block #12, and sold the same to the Board of Education of Queen Anne's County at and for the sum of Three Hundred and Seventy-five Dollars (\$375.00), they being then and there the highest bidder therefor. Your Trustee then offered for sale Lots numbers 18, 19, 20, 21, 22, 23 and 24 in Block #2 and sold the same to H. S. COOPER at and for the sum of Five Hundred Dollars. Your Trustee then offered for sale Lots numbers 7, 8, 9 and 13 in Block #20 and sold the same to H. S. Cooper at and for the sum of Three Hundred Dollars. Your Trustee then offered for sale Lots numbers 11, 12, 13, 14 and 15 in Block #11 and Lot number 24 in Block #12 and sold the same to H. S. Cooper at and for the sum of Four Hundred and Fifty Dollars, he being then and there the highest bidder for the aforesaid lots at the aforesaid prices. The Board of Education of Queen Anne's County has complied with the terms of the sale and the said H. S. Cooper has assured your Trustee that he will comply with the terms of sale upon the final ratification of said sale by the Court.

Respectfully submitted,

J. Russell Carroll,
 Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 23rd. day of February, 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared J. RUSSELL CARROLL, and made oath in due form of law that the matters and facts stated in the above Report of Sale are true and bona fide as therein set forth, and that the sale hereby reported was fairly made.

WITNESS my hand and Seal Notarial.

Notary
 Public
 Seal.

Wm. B. Brooks
 Notary Public.

CERTIFICATE OF PUBLICATION OF
 ADVERTISEMENT OF SALE.
 Filed Feb. 28th. 1928.

MORTGAGE SALE OF 22 VALUABLE LOTS AT LOVE POINT,
 QUEEN ANNE'S COUNTY, MARYLAND.

Under and by virtue of a Power of Sale contained in a mortgage from Bessie G. Downs to Nathan D. Smith, dated the 26th. day of April, 1921, and recorded among the Land Records of Queen Anne's County in Liber J. F. R. No. 7, folio 188, etc., and duly assigned by mesne assignments unto the undersigned, default having occurred in the terms and conditions of said mortgage, the undersigned assignee will sell at public auction, to the highest bidder at Love Point, Maryland, in front of the Love Point Hotel, on WEDNESDAY, FEB. 15, 1928, between the hours of two and two thirty o'clock P.M., the hereinafter described lots, to wit: ALL THOSE LOTS OR PARCELS OF GROUND, situate and lying at Love Point, in Queen Anne's County, State of Maryland, and more particularly described as follows:

Lots numbers 18, 19, 20, 21, 22, 23 and 24 in Block No. 2, each being fifty feet front by one hundred and twenty feet deep and fronting on Second Street.
 Lots numbers 11, 12, 13, 14 and 15 in Block No. 11.

Lots numbers 7, 8, 9, 10, 11 and 24 in Block No. 12.
Lots numbers 7, 8, 9 and 13 in Block No. 20, each fronting on Love Point Avenue.

Being part of all that tract of land commonly known as "The Love Point Farm", and which are laid down on a Plat of the Love Point Land and Improvement Company of Caroline County, and recorded among the Land Records of Queen Anne's County in Liber S. S. No. 7, folio 590 and 591. Being part of all those lots of ground which by Deed dated the 26th. day of April, 1921, and recorded among the Land Records of Queen Anne's County in Liber J. F. R. No. 6, folio 566, were granted and conveyed to the said Bessie G. Downs by the said Nathan D. Smith.

TERMS OF SALE--One-third of the purchase price, cash at the time of the sale, and the balance in six months from the date of sale, or all cash at the option of the purchaser or purchasers. The credit portion of the purchase money to bear interest from the date of sale and to be secured by the purchaser or purchasers to the satisfaction of the undersigned Assignee. A cash deposit of two hundred dollars will be required at the time of sale. Other particulars will be made known on day of sale.

J. RUSSELL CARROLL,
Assignee of Mortgage.

THE CENTREVILLE OBSERVER.

Centreville, Md., February 28, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgage Sale in the case of Russell Carroll, Assignee of Mortgage vs. Bessie G. Downs, 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 15th day of February in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

N I S I.

J. Russell Carroll,
Assignee,

vs.

Bessie G. Downs.

(IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S COUNTY
(IN EQUITY.
) CHANCERY NO. 2735.

ORDERED, This 28th. day of February, A. D. 1928, that the sale of the real estate made and reported in this cause by J. Russell Carroll, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first 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 31st day of March, next.

The Report states the amount of sales to be \$1625.00.

Filed Feby. 28th. 1928.

B. Hackett Turner, Clerk.







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Chancery No. 2657.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 21st. day of July, in the year nineteen hundred and twenty-six, the following Order to Docket suit was filed for record, to wit:-

Madison B. Bordley, Assignee, (

vs.)

Noah Stant & Glennie F. Stant, his wife, (

and E. E. Kennard and Mary C. Kennard, his wife.)

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

You will please docket suit and enter my appearance in above entitled cause and file certified copies of mortgages in said cause.

Madison B. Bordley,
Assignee.

CERTIFIED COPY OF
MTG. & ASSIGNMENTS.
Filed July 21st. 1926.

#6132. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 21st. day of September, in the year nineteen hundred and seventeen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this Twentieth day of September, in the year nineteen hundred and seventeen, by Noah Stant and Glennie F. Stant, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said Noah Stant is justly indebted unto Georgie N. Boyer, of Queen Anne's County, State aforesaid, in the full sum of One Thousand Dollars (\$1,000.00), being money loaned and advanced to the said Noah Stant by the said Georgie N. Boyer, and which said sum of One Thousand Dollars was and is loaned to the said Noah Stant for the purpose of enabling him to pay the balance of the purchase money for the tract, part of a tract or parcel of land hereinafter described and for which said sum of One Thousand dollars, the said Noah Stant has passed unto the said Georgie N. Boyer his promissory note of even date herewith, signed by himself and Glennie F. Stant, his wife, for the sum of One Thousand Dollars (\$1,000.00), payable to the order of said George N. Boyer three years after date at The Centreville National Bank of Maryland, and for the interest to accrue on said sum of One Thousand Dollars during said three years has passed unto her, the said Georgie N. Boyer, his six other promissory notes signed by himself and his said wife, each bearing even date with these presents and to the order of said Georgie N. Boyer at The Centreville National Bank of Maryland in six, twelve, eighteen, twenty-four, thirty and thirty-six months after date respectively, each of said notes being for the sum of Thirty Dollars (\$30.00), and each being endorsed across its face with the words written in red ink "Secured by mortgage of even date", each of the notes herein described containing a clause promising to pay all costs and attorney's commissions incident to the collection of same if not paid at maturity;

AND WHEREAS the said loan and advance in the sum of One Thousand Dollars was made upon the express precedent condition and agreement that the said principal sum of One Thousand Dollars so loaned and advanced and the interest to accrue thereon, and the notes passed for the same and the prompt payment of same, should be secured and assured by a mortgage of the hereinafter described real estate;

NOW THIS MORTGAGE WITNESSETH that for and in consideration of the premises and the sum of One Dollar, the said Noah Stant and Glennie F. Stant, his wife, do hereby grant and convey unto the said Georgie N. Boyer, her heirs and assigns, in fee simple, all that tract, part of a tract or parcel of land situate in the Third Election District of Queen Anne's County, State of Maryland, on the public road known as the "Stauffer Road", adjoining the lands of J. Fred Wood, formerly owned by William T. Elliott, the "McCosh Farm" now owned by Henry Covington, the farm formerly owned by J. B. Bright, now owned by J. Fred Wood and the lands of others, containing eighty acres of land, more or less, excepting therefrom, however, all that part thereof conveyed to Joseph L. Peters by John L. Everngam and B. Palmer Keating by deed duly recorded in Liber W. D. No. 2, folios 386, &c., a land record book for said Queen Anne's County, which contains twenty acres, one rood and seventeen perches of land, more or less, leaving the part thereof hereby conveyed to contain sixty acres of land, more or less, the land hereby conveyed being a portion of the original tract of land known as "Bromley Lambeth", and being the same land which was conveyed to the said Noah Stant by deed of Murphy and Hayes Company, a corporation of the State of Delaware, bearing date the eighteenth day of September, in the year nineteen hundred and seventeen, and to be recorded in one of the land record books for said Queen Anne's County immediately preceding this mortgage, to which deed and the deeds therein mentioned special reference is hereby made for a fuller and more complete description of the land hereby conveyed.

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

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

PROVIDED, that if the said Noah Stant, his heirs, executors, administrators or assigns shall well and truly pay to the said George N. Boyer, her executors, administrators or assigns the aforesaid sum of One Thousand Dollars (\$1,000.00) 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 Noah Stant, his heirs and assigns shall possess said property.

AND the said Noah Stant, 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 Georgie N. Boyer, her executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, her 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 Georgie N. Boyer, her executors, administrators or assigns, or CHARLES E. TUCKER, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to said Noah Stant, 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 Georgie N. Boyer, her executors, administrators, successors or assigns, or CHARLES E. TUCKER, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Noah Stant, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hands and seals of the said Mortgagors:-

TEST:-

C. S. Jump.

Noah Stant (SEAL)

Glennie F. Stant (SEAL)

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

I hereby certify that on this twentieth day of September, in the year nineteen hundred and seventeen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Noah Stant and Glennie F. Stant, his wife, and each acknowledged the foregoing Mortgage to be their respective act; and at the same time personally appeared Georgie N. Boyer, 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.

Queen Anne's County, to wit: Be it remembered that on the 23rd. day of June, 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 unto the Centreville National Bank of Maryland, without recourse or guarantee, the within and foregoing mortgage. Witness my hand and seal this 23rd. day of June, nineteen hundred and twenty six.

Witness: W. L. Holton.

Georgie N. Boyer, (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 21st. day of July, in the year nineteen hundred and twenty six, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby transfer to Madison B. Bordley, Atty., the within mortgage for the purpose of collection & foreclosure.

Witness my hand and seal this 21 July, 1926.

Test: J. F. Rolph, Cashier.

William R. Wilson, Pres.,

Seal's
Place.

THE CENTREVILLE NAT'L. BANK
OF MD.,
CENTREVILLE, Md.

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. 11, 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 21st. day of July, A.D. nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MTG.
AND ASSIGNMENT.
Filed July 21st. 1926.

#10,324. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 13th. 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 sixth day of December, in the year nineteen hundred and twenty three, by Elbert E. Kennard and Mary C. Kennard, his wife, tenants by entireties, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Elbert E. Kennard and Mary C. Kennard, his wife, are justly indebted unto the Centreville National Bank of Maryland, a body corporate of said county and State in the full and just sum of fourteen hundred & five 51/100 Dollars, dollars, for money this day loaned them as evidenced by their promissory note of even date with this mortgage signed by the said Elbert E. Kennard and Mary C. Kennard, his wife, payable to the order of the said Centreville National Bank of Maryland at its banking house in the town of Centreville, County and State aforesaid, two years after date; in the sum of fourteen hundred & five 51/100-Dollars with interest from its date payable semi-annually;

And whereas the said mortgagors desire to secure the payment of the indebtedness secured hereby and all interest to accrue thereon in accordance with this agreement made with the said Centreville National Bank of Maryland, a body corporate, as aforesaid, at the time of the making and delivery of these presents.

Now therefore this mortgage witnesseth that in consideration of the premises and the sum of fourteen hundred & five 51/100 dollars, the said Elbert E. Kennard and Mary C. Kennard, his wife, do hereby grant and convey unto the Centreville National Bank of Maryland, a body corporate as aforesaid, in fee simple, all that farm or tract of land called or known as the Milo Morris Farm, Bromley Lambeth, or by whatsoever name or names the same may be known or called, situate, lying and being in the Third Election District of said county, on the public road called or known as the Emory-Stauffer road, adjoining the lands of J. Fred Wood, the farm known as the McCosh farm, owned by Henry T. Covington, containing sixty acres of land, more or less, and being the same land granted and conveyed unto the said Elbert E. Kennard and Mary C. Kennard, his wife, by deed dated August 19th. in the year 1918, and recorded in Liber J.F.R. #1, folios 203 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 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 Elbert E. Kennard and Mary C. Kennard, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said Centreville National Bank of Maryland, a body corporate, 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 Elbert E. Kennard and Mary C. Kennard, his wife, their heirs and assigns shall possess said property.

And the said Elbert E. Kennard and Mary C. Kennard, 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 the full insurable value thereof 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 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 Centreville National Bank of Maryland, a body corporate, 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 Elbert E. Kennard & Mary C. Kennard, his wife, or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Centreville National Bank of Maryland, 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 Elbert E. Kennard and Mary C. Kennard, his wife, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Test: J. McK. Tilghman.

Elbert E. Kennard (SEAL)

Mary C. Kennard (SEAL)

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

I hereby certify that on this 12th. day of December, in the year nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared the within named Elbert E. Kennard and Mary C. Kennard, his wife, and did each acknowledge the within and foregoing mortgage to be their respective act.

J. McK. Tilghman, J.P.

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

I hereby certify that on this 13th. day of December, in the year nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared J. Fletcher Rolph, Cashier of the aforesaid Centreville National Bank of Maryland, a body corporate, as aforesaid, and made oath that the consideration as set forth in the within and foregoing mortgage is true and bona fide as therein set forth and the the said J. Fletcher

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Rolph further made oath that he was the duly authorized agent of said Centreville National Bank of Maryland, a body corporate, as aforesaid, to make said oath.

J. McK. Tilghman,
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the 21st. day of July, in the year nineteen hundred and twenty six, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer to Madison B. Bordley, the within mortgage, for the purpose of collection and foreclosure. Witness my hand and seal this 21st. day of July, 1926.

Test: J. F. Rolph, Cashier.

William R. Wilson, Pres.

Seal's
Place.

THE CENTREVILLE NAT'L. BANK OF MD.
CENTREVILLE, MD.

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 36 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 July, A. D. nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed Aug. 17th. 1926.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of August, 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 B. Bordley, of Centreville, 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 Four Thousand (\$4,000.00) 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 14th. day of August, in the year of our Lord nineteen hundred and twenty six.

WHEREAS, the above bounden Madison B. Bordley, by virtue of the power contained in a mortgage from E. E. Kennard & wife, to Georgia Boyer & E. E. Kennard to Centreville National National Bank of Maryland, bearing date the twentieth day of Sept. 1917, & the 6th. day of December, in the year 1923, and recorded among the mortgage records of said Queen Anne's County, Md. in Liber W. F. W. #11, No. 11, folio 52, and B.H.T. #1, folio 36, respectively, 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 Madison B. Bordley do and shall well and truly 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, Madison B. Bordley, 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, the day and year first herein above written.

Signed, sealed and delivered
in the presence of:
Wm. R. Horney.
Witness: By L. Will.

Madison B. Bordley (SEAL)
Fidelity and Deposit Company
of Maryland.
By E. V. Shockley.
E. V. Shockley, Attorney-in-fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed August 17th. 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. 239, 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 August, in the year nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Nov. 13th. 1926.

Madison B. Bordley, Assignee, (In the Circuit Court for
vs.) Queen Anne's County,
Noah Stant and Glennie F. (In Equity.
Stant, his wife & E. E. Kennard
and Mary C. Kennard, his wife.) Cause #2657.

To the Honorable, the Judges of said Courts:-

The Report of Madison B. Bordley, Assignee of two mortgages, one from Noah Stant and Glennie F. Stant to Georgia N. Boyer, dated the 20th. day of September, in the year 1917, and recorded among the land records of Queen Anne's County, in Liber W. F. W. #11, folio 52, and the other from E. E. Kennard and Mary C. Kennard, his wife, to the Centreville National Bank of Maryland, a body corporated, dated December 6th. 1923, and recorded among the land records of said Queen Annes County, in Liber B.H.T. #1, folio 36, both of said mortgages by mesne assignments having finally been assigned to the said Madison B. Bordley, which said assignments having been, duly recorded in the said land records for said Queen Annes County, and said mortgages being in default in that they have become due and unpaid, and for the non-payment of interest and that after giving Bond with security approved by the Clerk of this Court and filed with him previous to the 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 said Queen Annes County, being four insertions in said paper, a certified copy of of said advertisement is herewith filed with this Report of Sale, and asked to be taken as a part thereof, he did pursuant to said notice and advertisement, attend in person in front of the Court House Door, in the town of Centreville, Queen Annes County, Maryland, on Tuesday, August the seventeenth, in the year nineteen hundred and twenty-six, at the hour of one thirty o'clock, 1.30 P.M. and then and there proceeded to sell the property mentioned and described in said mortgages and as advertised in the annexed advertisement, as follows, to wit: all that tract, part of tract or parcel of land situated in the Third Election District of Queen Annes County, State of Maryland, on the public road known as the Stauffer Road, and adjoining the lands formerly owned by Wm. T. Elliott, the McCosh farm and others, containing sixty acres of land, more or less, improved by a frame dwelling and other outbuildings and being the same and all the land described in the above two mortgages and said sold the same after crying the sale for quite a length of time, to the Centreville National Bank of Maryland, a body corporate, and for the sum of twenty-four hundred dollars, it being then and there the highest bidder therefor, said property being offered and sold as a whole.

And your assignee reports that the purchaser will comply with the terms of sale, as advertised upon final ratification of this sale by this Honorable Court.

All of which is respectfully submitted.

Madison B. Bordley,
Assignee.

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

I hereby certify that on this 13th. day of November, in the year nineteen hundred and twenty-six, personally appeared before me, the subscriber, the Clerk of the Circuit Court for Queen Annes County, in Equity, Madison B. Bordley, 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 of Sale, are true to the best of his knowledge and belief, and that the sale therein reported was fairly and honestly made.

B. Hackett Turner, Clk.

CERTIFICATE OF PUB. OF
ADVERTISEMENT OF SALE.
Filed Nov. 13th. 1926.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

By virtue of the power of sale contained in two mortgages, one from Noah Stant and

Glennie F. Stant, his wife, to Georgia N. Boyer, dated the 20th. day of September in the year 1917, and recorded among the land records of Queen Anne's County, in W.F.W. No. 11, folio 52, and the other from E. E. Kennard and Mary C. Kennard, his wife, to the Centreville National Bank of Maryland, recorded in Liber B. H. T. No. 1, folio 36, one of the land records for Queen Anne's County, as aforesaid, both of said mortgages by various assignments have been finally assigned unto Madison B. Bordley for the purpose of collection by foreclosure or otherwise, the undersigned will offer at public sale in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, AUGUST 17, 1926, commencing at the hour of one thirty o'clock, the following described real estate:

ALL THAT TRACT, part of a tract or parcel of land, situated in the Third Election District of Queen Anne's County, State of Maryland, on the public road known as the Stauffer road, adjoining the lands formerly owned by William T. Elliott, the McCosh farm and others, containing 60 ACRES OF LAND, more or less, improved by a frame and other outbuildings and being the same land which is described in the above two mortgages.

TERMS OF SALE:- One-third of the purchase money in cash on day of sale and the balance in two equal installments of one and two years from day of said sale, said deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the Assignee, or all cash on the ratification of sale at the option of the purchaser. All deferred payments to bear interest from the day of the sale.

MADISON B. BORDLEY,
Assignee.

J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD.

CENTREVILLE, MD. Nov. 12, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale of valuable Real Estate in the case of Madison B. Bordley, Assignee, vs. E.E. Kennard and Mary C. Kennard, 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 17 day of August, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Nov. 13th. 1926.

By Lida Hopkins.

N I S I.

Madison B. Bordley, Assignee, (

IN THE CIRCUIT COURT

vs.)

FOR QUEEN ANNE'S COUNTY

Noah Stant and Glennie F. Stant, (his wife, & E.E. Kennard and Mary C. Kennard, his wife.

IN EQUITY.

CHANCERY NO. 2657.

ORDERED, This 13th. day of November, A. D. 1926, that the sale 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 20th 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 20th day of December next.

The Report states the amount of sales to be \$2400.00.

Filed Nov. 13th. 1926.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.

Filed April 18th. 1927.

ORDER NISI.

Madison B. Bordley, Assignee,

vs.

Noah Stant and Glennie F. Stant, his wife, & E. E. Kennard
and Mary C. Kennard, his wife.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2657.

Ordered, This 13th. day of November, A. D. 1926, 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 20th. 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 20th. day of December next.

The Report states the amount of sales to be \$2400.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Nov. 13th. 1926.

THE CENTREVILLE RECORD.

CENTREVILLE, MD. April 18, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order nisi in the case of Madison B. Bordley, Assignee, vs. Noah Stant & Glennie F. Stant, his wife, & E. E. Kennard and Mary C. Kennard, his wife, Chy. #2657, 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 December, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

STATEMENT OF MORTGAGE DEBT.
Filed April 18th. 1927.

Madison B. Bordley, Assignee,		In the Circuit Court for
vs.		Queen Anne's County.
Noah Stant, et. al.		In Equity. Cause No. 2657.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The following is a statement of the mortgage debt on the mortgage in these proceedings as follows, to wit:-

Mortgage from Noah Stant to Georgia N. Boyer and assigned by her to The Centreville National Bank, to wit:	\$1,000	
Interest from September 21, 1925, to August 17, 1926	54.34	
Total	\$1054.34	
Amount of principal of mortgage from Elbert E. Kennard and wife to Centreville National Bank	\$1405.51	
Interest to August 17, 1926	86.62	
Total	\$1592.13	
		\$2646.47

J. F. Rolph,

Cashier-Centreville National Bank of Maryland,

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this eighteenth day of April, in the year nineteen hundred and twenty seven, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared J. F. Rolph, Cashier of the Centreville National Bank, and made oath in due form of law that the matters and things stated in the foregoing statement of debt are true and just as therein set forth.

Notary
Public
seal.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

Lida Hopkins, N. P.

H31368

FINAL ORDER RATIFYING SALE.

Madison B. Bordley, Assignee, vs. Noah Stant and Glennie F. Stant, his wife and E. E. Kennard and Mary C. Kennard, his wife.	 	In the Circuit Court for Queen Anne's County, In Equity. Cause No. 2657.
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ORDERED, this 19th. day of April in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that the sale made and reported by Madison B. Bordley, 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 Apr. 21st. 1927. Lewin W. Wickes.

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

In the Circuit Court for Queen Anne's County, in Equity.
 Madison B. Bordley, assignee,
 versus
 Noah Stant and others. } Chancery Docket, No. 2657.

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 two mortgages of different dates are mentioned herein, one from Noah Stant and wife, of an earlier date than the other and the other from Elbert E. Kennard and wife; that the sale of the cause was made under both mortgages at one time; that the amount due under the first mortgage at the time of the sale, with all costs of the sale can be paid out of the proceeds of the sale made; that the amount of the sale remaining after the payment of the first mortgage and all costs is not sufficient to pay the mortgage of the later date in full.

That while the proceedings have been had under the two mortgages as one, it appears to the auditor that there is no way for him to do but to treat in the account the mortgages as separate mortgages, so that the shortage of the sale to pay the debts as one can fall upon the second mortgage, and his reasons are obvious.

That in the within account the auditor has charged the assignee making the sale, Madison B. Bordley, with the gross amount of the sale made by him, and that he has then allowed the assignee his compensation for making the sale per the terms of the mortgage, the costs incident to the sale and the cause, the amount due the assignee under the older mortgage as set forth in the statement of the mortgage debt filed in full and the balance is then distributed unto him on account of the later mortgage or mortgage from Elbert E. Kennard.

That the auditor has appended to the account a statement showing the amount due to the assignee of the mortgage under the later mortgage after the application to the debt of the net sale or amount herein distributed to the assignee on account of the second or later mortgage.

Respectfully submitted,
 July 7, 1927. Madison Brown,
auditor.

The proceeds of the sale of the mortgage real estate of Noah Stant, mortgagor under one mortgage, and of Elbert E. Kennard and Mary C. Kennard, his wife, mortgagors under another and later mortgage, in account with Madison B. Bordley, assignee of both mortgages, person making the mortgage sale.

August 17, 1926:	CR:	
By gross amount of the mortgage sale, per report of sale filed, to wits		\$2,400.00
	DR:	
To Madison B. Bordley, person making the sale, for his compensation, per terms of mortgage, the sum of		\$140.50

To do., for <u>for</u> the court costs of this cause, per clerk's statement, as follows:		
Costs of B. H. Turner, clerk	\$20.75	
Appearance fee of M.B. Bordley, solicitor	10.00	30.75
To do., for amount paid by him for advertising notice of sale and order nisi thereon, per receipted account for same exhibited, to wit:		41.00
To do., for the charges of the auctioneer for crying the sale, the sum of		25.00
To do., for the amount paid the corporate surety on his bond filed herein for the said bond, per re- ceipt for same exhibited, to wit:		16.00
To do., for the costs of advertising the order nisi to be passed as to this report and account, sum of		3.00
To Madison Brown, auditor, for stating this account, the sum of		99.00
To Madison B. Bordley, assignee of the mortgage from Noah Stant, in full payment of the amount due under said mortgage, per statement of the mortgage debt filed, to wit:	\$1,054.34	
To Madison B. Bordley, assignee of the mortgage from Elbert E. Kennard and Mary C. Kennard, his wife, in part of the amount due under said mortgage on day of sale, per said statement, this balance on account thereof, to wit:	\$1,080.41	
		\$2,400.00
		\$2,400.00

Elbert E. Kennard and Mary C. Kennard, his wife,
mortgagors, in account with Madison B. Bordley,
assignee.

To amount due to said assignee under the mortgage from them described above and in the proceedings of this cause, on August 17, 1926, per statement of mortgage debt, sum of	\$1,592.13
Cr: by amount awarded to said assignee in the above account,	1,080.41
To balance due said assignee with interest therein from August 17, 1926:	511.72

July 7, 1927.

Madison Brown, auditor.

NISI RATIFICATION OF AUDIT.

Madison B. Bordley, Assignee,

vs.

Noah Stant,
Elbert E. Kennard et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2657.

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 23rd. day of July, 1927, in some newspaper printed and published in Queen Anne's County.

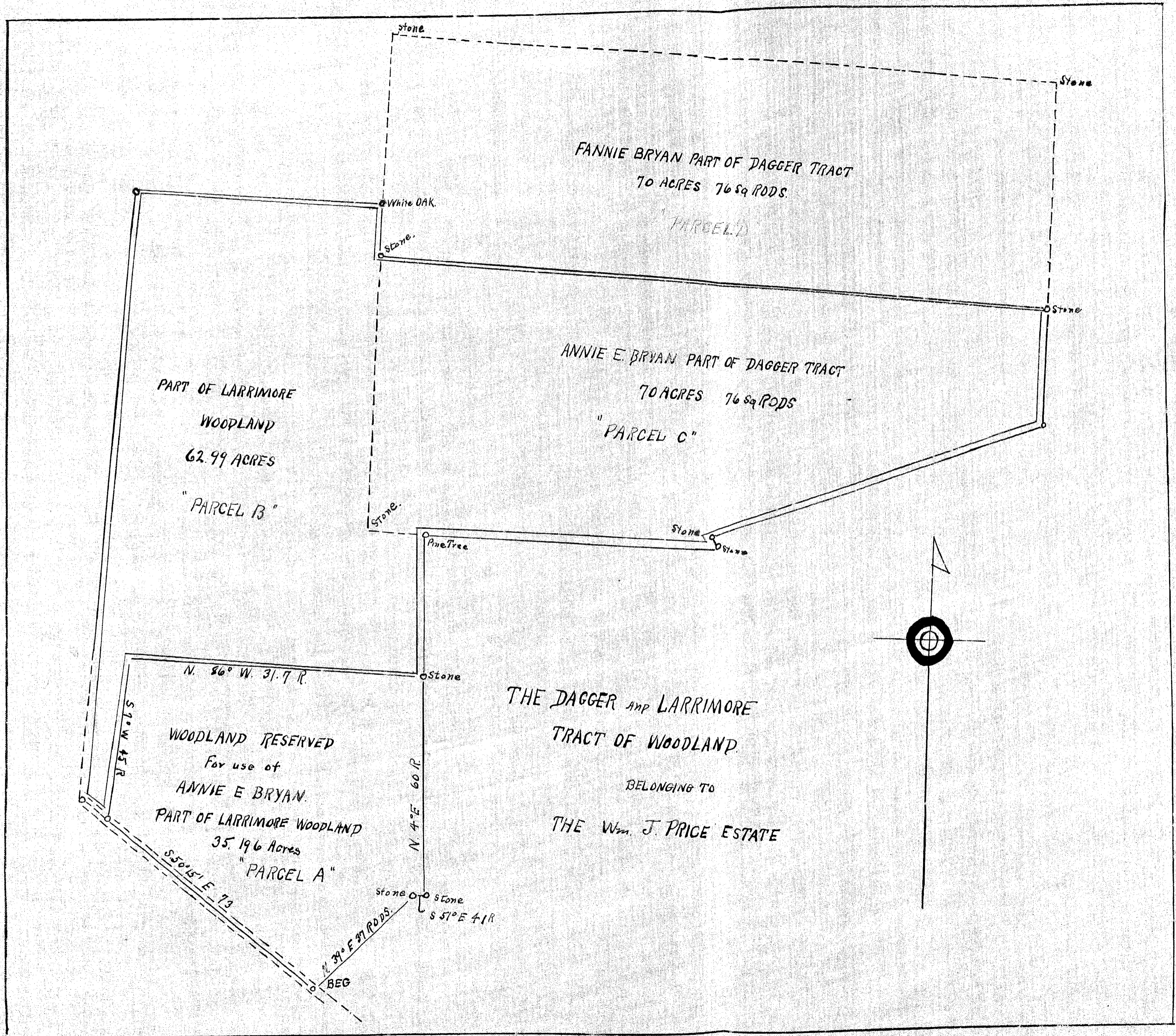
Filed July 6th. 1927.

B. Hackett Turner, Clerk.

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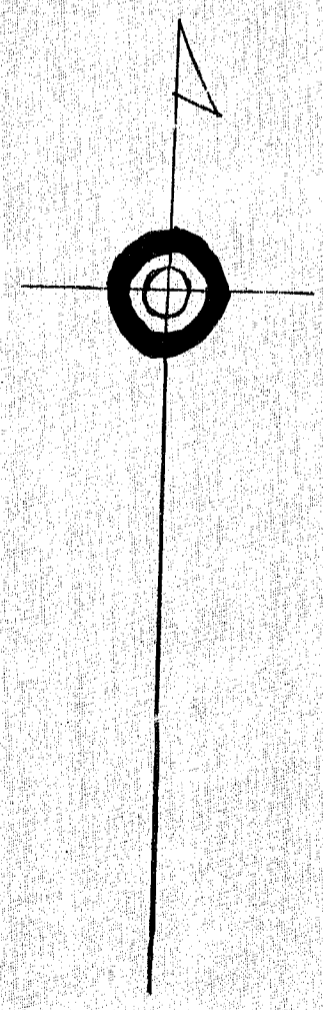
PART OF LARRIMORE
WOODLAND
62.99 ACRES
"PARCEL B"

FANNIE BRYAN PART OF DAGGER TRACT
70 ACRES 76 SQ RODS
"PARCEL D"

ANNIE E. BRYAN PART OF DAGGER TRACT
70 ACRES 76 SQ RODS
"PARCEL C"

N. 86° W. 31.7 R.
WOODLAND RESERVED
For use of
ANNIE E. BRYAN.
PART OF LARRIMORE WOODLAND
35.196 Acres
"PARCEL A"

THE DAGGER AND LARRIMORE
TRACT OF WOODLAND
BELONGING TO
THE Wm. J. PRICE ESTATE



S 70° W 45 R

N 4° E 60 R

S 50° 15' E 73

N 39° E 77 RODS.

S 51° E 41 R

BEG

stone

White OAK.

stone.

stone.

stone.

Pine Tree

stone

stone

W31368



27

1

2

3

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

William R. Coleman,	(
Assignee	)	IN THE CIRCUIT
	(	COURT FOR
Vs.	)	QUEEN ANNE'S COUNTY,
Cooper Tarbutton &	(	IN EQUITY.
Annie G. Tarbutton,)	
his wife.		

Mr

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

You will please docket suit in the above entitled case, file a certified copy of the mortgage and enter my appearance as attorney for Plaintiff.

M.B. Bordley.
Attorney for Plaintiff.

Certified Copy of Mortgage and assignments.
filed Apr. 30th. 1926.

#1319: QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the thirteenth day of October, in the year nineteen hundred and ten, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this twelfth day of October, in the year nineteen hundred and ten, by Cooper Tarbutton and Anna G. Tarbutton, his wife, both of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Cooper Tarbutton is justly indebted unto Mary L. Tarbutton in the full sum of fifteen hundred dollars, balance of unpaid purchase money for the real estate hereinafter described, and which said sum of fifteen hundred dollars the said Cooper Tarbutton has agreed to pay and does hereby agree to pay unto the said Mary L. Tarbutton, her executors, administrators or assigns, in five years from the first day of October, in the year nineteen hundred and ten, and to pay the interest thereon annually from said date at the rate of six per cent per annum.

NOW, THEREFORE, this Mortgage Witnesseth, that in consideration of the premises and of said sum of fifteen hundred dollars, the said Cooper Tarbutton and the said Anna G. Tarbutton, his wife, do hereby grant and convey unto the said Mary L. Tarbutton, in fee simple, the following real estate, to wit:-

Parcel No. 1. All that lot or parcel of land situate in the town of Crumpton, Queen Anne's County, Maryland, on the west side of Broad Street and on the south side of Fourth Street, adjoining on one side the Horace Smith lot and on another the property of Cora Baldwin, known as the "Newcomb Lot", said lot having a frontage on said Broad Street of Eighty nine feet, more or less, and a depth back from said Street along Fourth Street of one hundred feet, more or less.

Parcel No. 2. All those lots, pieces or parcels of land situate in the town of Crumpton, Queen Anne's County, Maryland, on the south side of Fourth Street, and on the north side of Fifth Street, having a frontage on said Fourth and Fifth Streets of one hundred and sixty feet and with a depth from said Fourth to Fifth Street of three hundred feet; adjoining on the east the "Newcomb Lot" of Cora Baldwin, the property of Clay Stevens and the property of Horace Smith and Ella Smith and on the west the property of Joseph Smith and Horace Smith, the above described property being the same and all the land described in a deed from Mary L. Tarbutton to Cooper Tarbutton, and to be recorded among the Land Record Books for Queen Anne's County, immediately preceding the recording of this mortgage, and this said deed bears even date herewith.

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 Cooper Tarbutton, his executors, administrators, or assigns shall well and truly pay to the said Mary L. Tarbutton, her executors, administrators or assigns the aforesaid sum of fifteen hundred dollars, at the expiration of five years from the first day of October, in the year nineteen hundred and ten, and the interest to accrue thereon 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 Cooper Tarbutton, his heirs and assigns shall possess said property.

AND the said Cooper Tarbutton 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 the insurable value of such improvements in some Company or Companies approved by the said Mary L. Tarbutton, her executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or in any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured, and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Mary L. Tarbutton, her executors, administrators or assigns or Thomas J. Keating, their hereby duly constituted attorney for the purpose are hereby authorized and empowered to sell said 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 Cooper Tarbutton or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Mary L. Tarbutton, her executors, administrators, or assigns, or Thomas J. Keating, their said Attorney shall not be required to receive and accept the principal and interest ~~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 commission the said Cooper Tarbutton for himself, and for his heirs, executors, administrators and assigns hereby covenants to pay.

WITNESS the hand and seal of the said Cooper Tarbutton and the said Anna G. Tarbutton, his wife, the day and year first above written.

Cooper Tarbutton. (SEAL)

Test: B.F. Hartley

Anna G. Tarbutton. (SEAL)

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

I hereby certify that on this twelfth day of October, in the year nineteen hundred and ten, before the subscribers a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Cooper Tarbutton and Anna G. Tarbutton, his wife, and each acknowledged the foregoing Mortgage to be their respective act. And at the same time before me also personally appeared Mary L. Tarbutton 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.

Benjamin F. Hartley
Justice of the Peace.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty first day of August, in the year nineteen hundred and sixteen, 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 body corporate, The Centreville National Bank of Maryland.

Witness my hand and seal this 10th. day of August, in the year nineteen hundred and sixteen.
Test: Thos. J. Keating. Mary L. Tarbutton. (SEAL)

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 30th. day of April, in the year nineteen hundred and twenty six, the following Assignment was brought to be recorded, to wit:-

March 30th. 1926. For value received The Centreville National Bank of Maryland a body corporate, through and by its Vice-President, Madison B. Bordley, does hereby assign the within and foregoing mortgage with interest on the principal sum of said mortgage from April 12th. 1925, to William R. Coleman. As witness the signature of said Madison B. Bordley, Vice-President of said Bank, attested by the seal of said Bank, attested by its Cashier.

Test: J. F. Rolph, Cashier.

Madison B. Bordley.
Vice-President of the Centreville
National Bank of Maryland.

Seal's
Place.

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

I hereby certify that the foregoing is truly taken and copied from Liber S.S. No. 8, folio 531 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 April, nineteen hundred and twenty six.

Seal's
Place.

B. Hackett Turner, Clerk.

Certified Copy of Bond
filed.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fifth day of May, in the year nineteen hundred and twenty six, 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. Coleman, of Queen Anne's County, State of Maryland, and the Fidelity and Deposit Company of Maryland, a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of 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, and administrators, successors and assigns, in the whole and for the whole, jointly and severally firmly by these presents, sealed with our seals and dated this 25th. day of May, in the year nineteen hundred and twenty six.

WHEREAS a certain mortgage from Cooper Tarbutton and Anna G. Tarbutton, his wife, to Mary L. Tarbutton, bearing date the twelfth day of October, nineteen hundred and ten and recorded in Liber S.S. No. 8, folios 531, etc. a land record book for Queen Anne's County aforesaid, has been by mesne assignments duly assigned to the said William R. Coleman, which said assignments are recorded among said land records at the foot of said mortgage.

AND WHEREAS the above bounden William R. Coleman, the assignee of said mortgage as aforesaid, is about to execute the power of sale contained in the foregoing mortgage by making sale of the property described therein and granted and conveyed thereby, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and by reason of the non-payment of the interest covenanted to be paid upon the principal mortgage debt by the terms of said mortgage at the time or times therein provided for the payment thereof;

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

Signed, sealed and
delivered in the
presence of:

Seal's
Place.

William R. Coleman. (SEAL)
The Fidelity and Deposit
Company of Maryland.

Attest:
Madison B. Bordley.

By J. F. Rolph,
Its attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
 Security approved and Bond filed May 25th. 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. 228 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 25th. day of May, in the year 1926.

Seal's Place.

B.Hackett Turner, Clerk.

Report of Sale filed
 June 22nd. 1926.

Wm. R. Coleman.
 Assignee

VS.

Cooper Tarbutton
 and wife.

(
)
(
)
(

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

To the Honorable, the Judges of said Court:-

The Report of William R. Coleman, Assignee of the mortgage from Cooper Tarbutton and Annie G. Tarbutton, his wife, dated the twelfth day of October, in the year nineteen hundred and ten, and recorded among the land records of said Queen Anne's County, Maryland, in Liber S.S.No.8, folios 531 etc. to your Honors respectfully set forth:

That under and by virtue of the power of sale contained in the aforesaid mortgage default having been made in the payment of the principal mortgage debt and interest by said mortgage secured, the said William R. Coleman, after having first given notice of the time, manner, place and terms of sale by advertisement in the Centreville Observer, a newspaper printed and published in said Queen Anne's County, Maryland, for more than twenty days previous to the day of sale, a 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, and on Tuesday, May twenty fifth, nineteen hundred and twenty six at the hour of 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 a lot of land improved by a frame dwelling house situated in the town of Crumpton, in said County, on the corner of Broad Street and Fourth Street, was offered and sold to S.Hackett Emerson, he being then and there the highest bidder therefor at and for the sum of twenty six hundred and fifty dollars (\$2650) Both parcels of land under said advertisement being offered as a whole. The purchaser having paid the full purchase of twenty six hundred and fifty dollars (\$2650) in cash on the day of sale.

Respectfully submitted,

W.R.Coleman.
 Assignee of Mortgage.

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

I hereby certify that on this 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 the within named, William R. Coleman Assignee of mortgage and made oath that the matters and things stated in the foregoing Report of Sale were true to the best of his knowledge and belief, and the sale was fairly made.

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

Filed June 22nd. 1926.

131368

Certificate of Advertisement of Sale
filed June 22nd. 1926.

Mortgage Sale of House and Lots at Crumpton.

By virtue of the power of sale contained in a mortgage from Cooper Tarbutton and Annie G. Tarbutton, dated the twelfth day of October, 1910, and recorded among the land records for Queen Anne's County in Liber S.S. No. 8, folio 531 etc, and by various assignments finally assigned unto William R. Coleman, the undersigned will offer at public sale in front of the Court House Door, in Centreville, Maryland on

Tuesday, May 25th. 1926

at 1.30 O'clock Parcel No. ONE All that Parcel or Lot of land situated in said town of Crumpton on the west side of Broad Street and on the south side of Fourth Street, having a frontage on said Broad Street of 89 feet, more or less, and a depth back from said street of 100 feet, more or less. Improved by two story frame dwelling house.

Parcel No. TWO

All those lots adjoining the above described lot located on the south side of Fourth Street with a frontage thereon of 160 feet and a depth therefrom of 300 feet. Terms of Sale-- Cash on day of Sale.

William R. Coleman.

Assignee

Madison B. Bordley.

Attorney.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md. May 28. 1926.

The Centreville Observer Publishing Co. hereby certifies that the Mortgage Sale in the case of Wm. R. Coleman, Assn. Vs. Cooper Tarbutton & Annie G. Tarbutton, 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 May, in the year 1926.

The Centreville Observer Publishing Co.

By Bertha G. Durney.

Filed June 22nd. 1926.

ORDER NISI Filed June 22nd. 1926.

NISI

Wm. R. Coleman,
Assignee

VS.

Cooper Tarbutton
and wife.

(In the Circuit Court
) for Queen Anne's County,
(in Equity.
) Chancery No. 2647.
(

ORDERED, this 22nd. day of June, A.D. 1926, that the sale of the real estate made and reported in this cause by Wm. R. Coleman, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. 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 26th. day of July next.

The Report states the amount of sales to be \$2650.

Filed June 22nd. 1926.

B. Hackett Turner, Clerk.

Certificate of publication
of Order Nisi filed Nov. 3rd. 1926.

ORDER NISI

Wm. R. Coleman, Assignee

Vs.

Cooper Tarbutton, and wife.

In the Circuit Court
for Queen Anne's County,
in Equity. Chancery No. 2647.

Ordered, this 22nd. day of June, A.D. 1926, that the sale of the real estate made and reported in this cause by William R. Coleman, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. 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 26th. day of July next.

The Report states the amount of sales to be \$2650.

B.Hackett Turner, Clerk.

True Copy

Test: B.Hackett Turner, Clerk.

Filed June 22nd. 1926.

THE CENTREVILLE RECORD.

Centreville, Md. Nov. 4, 1926.

The Centreville Record Publishing Co. hereby certifies that the Order Nisi in the case of Coleman, Assignee Vs. Tarbutton et al. Cause No. 2647, 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 26 day of July, in the year 1926.

The Centreville Record Publishing Co.

By E.H.Brown, Jr.

ORDER OF COURT
filed Nov. 4th. 1926.

Ordered this 4th. day of November, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County in Equity, that the within and foregoing sale be and the same is hereby finally ratified and confirmed, no cause to the contrary being shown though due notice of the ratification appears to have been given as required by the conditional order nisi of ratification heretofore passed and the assignee is allowed the commission as provided in the mortgage and all expense not personal for which he may produce proper vouchers to the auditor.

Filed Nov. 4th. 1926.

Lewin W. Wickes.

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

Wm. R. Coleman	(	In the Circuit Court
VS.	)	for Queen Anne's County,
Cooper Tarbutton.	(	in Equity.
)	

Statement of Mortgage debt and interest and attorneys' commissions.

Principal of Debt.	\$1500.00
Int. due to Oct. 12, 1925	45.00
" from Oct. 12-1925 to April 12-1926	49.50
" " Apr 12/26 to May 26-1926	11.25
Attorneys commissions	78.
	<u>\$1683.75</u>

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

I hereby certify that on this 3rd. day of November, in the year nineteen hundred and twenty six, before the subscriber, a Justice of the peace of the State of Maryland, in and for Queen Anne's County, personally appeared William R. Coleman and made oath that the above statement is true to the best of his knowledge and belief.

Test: J.W.Anderson.

J.W.Anderson J.P.

Petition for Distribution of Net Proceeds
with Exhibits No. 1 and 2 filed Dec. 10th. 1926.

William R. Coleman, Assignee	}	In the Circuit Court
VS/		for Queen Anne's County,
Cooper Tarbutton and wife.		in Equity,
		Cause No. 2647.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Your Petitioner, S.Hackett Emerson, respectfully sets forth:

- 1st. That the mortgagors in these proceedings, Cooper Tarbutton and Anne G.Tarbutton, are living and reside in Queen Anne's County, Maryland.
- 2nd. That subsequent to the giving of the mortgage under which foreclosure was had in these proceedings the said Cooper Tarbutton gave three mortgages to the Sudlersville Bank of Maryland, one dated the seventeenth day of April, 1918 and recorded in Liber W.F.W.No.11, folios 479 &c. a land record book for Queen Anne's County, another dated the twenty seventh day of April, 1918, and recorded in Liber W.F.W.No.11, folios 508, a land record book for Queen Anne's County, and the third dated the twenty seventh day of April, 1918, and recorded in Liber W.F.W. No. 11, folios 514 &c, a land record book for Queen Anne's County.
- 3rd. That the aforesaid three mortgages, referred to in paragraph 2 in addition to other property included the two parcels of real estate sold in these proceedings.
- 4th. That the aforesaid three mortgages referred to in paragraph 2 after various assignments were finally assigned to S.Scott Beck, who proceeded to foreclose said mortgages in a case on the Chancery docket of the Circuit Court for Queen Anne's County in a cause entitled "S.Scott Beck, Vs. Cooper Tarbutton and wife", said cause being #2354 on said docket.
- 5th. That the property described in said three mortgages referred to in Paragraph 2 was sold in proceedings in Cause No. 2354 to one George Clements who purchased two of the parcels subject to the mortgage of this cause, these being the same parcels sold in this cause.
- 6th. That S.Scott Beck, Assignee conveyed the property sold under Cause #2354 unto the said George Clements by deed dated January 25th. 1922, and recorded in Liber J.F.R.No.8, folios 265 etc. a land record book for Queen Anne's County, a certified copy of said deed is filed herewith marked Exhibit No.1.
- 7th. That the said George Clements conveyed said property unto Anne T.Emerson by deed dated February 4th. 1922, and recorded in Liber J.F.R.No.8, folios 421&c. a land record book for Queen Anne's County, a certified copy of said deed is filed herewith marked Exhibit No.2.
- 8th. That the said Annie T.Emerson owned the two parcels of real estate sold under these proceedings and which were conveyed to her as aforesaid subject to the mortgages of these proceedings and owned the equity of redemption therein, at the time of her death.
- 9th. That the said Anne T.Emerson departed this life in the month of April, in the year 1923 intestate leaving surviving her as her only heirs at law two sons, S.Hackett Emerson, Your Petitioner, and A.D.Emerson, (both of whom are over twenty one years of age) and leaving no debts due by her at the time of her death.
- 10th. That the said S.Hackett Emerson and A.D.Emerson are entitled in equal portions to the net proceeds of the sale made in this cause, after the payment of the mortgage debt, interest and costs as they owned therein the equity of redemption and the said net proceeds to which they are entitled is not required for the payment of any debts due by them.

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 an audit distributing the surplus to those shown to be entitled to it, with authority to take testimony if found necessary.

And as in duty bound &c.

S.Hackett Emerson.

Edwin H.Brown, Jr.
Solicitor for Petitioner.

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that on this 9th. day of December, in the year nineteen hundred and twenty six, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, duly commissioned and qualified personally appeared S.Hackett Emerson, the petitioner, and made oath in due form of law that the matters and things set forth in the above petition are true and just as therein set forth.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

Alice R/Smith.
Notary Public.

Notary
Public
Seal.

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

I hereby certify that on this ninth day of December, in the year nineteen hundred and twenty six, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Mary L.Tarbutton and made oath in due form of law that she was acquainted with the parties mentioned in the foregoing petition, and that Mrs. Anne T.Emerson was the owner of the Cooper Tarbutton property sold under the mortgage referred to

in said petition, that she died intestate, in April, 1923, leaving surviving her as her only children, the said S.Hackett Emerson and A.D.Emerson, who are both over twenty one years of age.

In testimony whereof I have hereunto set my hand and affixed my Notarial seal the day and year above written.

Notary
Public
Seal.

Lida Hopkins.
Notary Public.

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

I hereby certify that on this ninth day of December, in the year nineteen hundred and twenty six, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned, personally appeared Cooper Tarbutton and made oath in due form of law that he owned the property sold under the mortgage in these proceedings and that he gave the three mortgages referred to in paragraph 2 of said petition and that these mortgages were subsequent to the mortgage of these proceedings; that the property was sold by S.Scott Beck, Assignee, under the said three mortgages unto George Clements who sold said property to Anna T.Emerson; that the said Anna T.Emerson departed this life in April, 1923 owning said property subject to the mortgage of these proceedings, and left surviving her as her only children, S.Hackett Emerson and A.D.Emerson, who are both over twenty one years of age.

In testimony whereof I have hereunto set my hand and affixed my Notarial seal the day and year above written.

Notary
Public
Seal.

Lida Hopkins.
Notary Public.

Exhibit No.1, filed Dec. 10th. 1926.

#9106. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty sixth day of January, in the year nineteen hundred and twenty two, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 25th.day of January, 1922, by and between S.Scott Beck, Assignee as hereinafter set forth, of Kent County, and State of Maryland, of the one part, and George Clements, of Queen Anne's County and State aforesaid, of the other part.

WHEREAS, at a private sale made on the 25th.day of October, 1920, by the said S.Scott Beck, Assignee, in pursuance of the special power and authority vested in him as assignee of three certain mortgages, to wit: A mortgage and mortgage bill of sale from Cooper Tarbutton and Anna G.Tarbutton, his wife, to the Sudlersville Bank of Maryland, dated April 17, 1918, and recorded among the land records of Queen Anne's County aforesaid in Liber W.F.W.No:11, folio 479 etc. which mortgage after several successive assignments, was assigned to the said S.Scott Beck; also a mortgage and mortgage bill of sale from Cooper Tarbutton and Anna G.Tarbutton, his wife, to the Sudlersville Bank of Maryland, dated the 27th. day of April, 1918, and recorded among the land records of Queen Anne's County aforesaid, in Liber W.F.W. No.11, folio 508 etc. which mortgage, after several successive assignments, was assigned to the said S.Scott Beck, and also a mortgage and mortgage bill of sale from the said Cooper Tarbutton and Anna G.Tarbutton, his wife, to the Sudlersville Bank of Maryland, dated April 27, 1918, and recorded among the land records for Queen Anne's County aforesaid in Liber W.F.W.No.11, folio 514 etc. and which said mortgage, after several successive assignments, was assigned to the said S.Scott Beck, and which said sale was made after default had occurred under each of said mortgages and mortgage bills of sale, and after due public notice had been inserted in the Centreville Record, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days prior to October 5, 1920, when said property hereinafter described, was offered at public sale and withdrawn on account of the inadequacy of the bid received, therefore; and after bond had been duly filed in the Circuit Court for Queen Anne's County in Equity in Chancery Cause No.2354, entitled S.Scott Beck, Assignee, Vs. Anna G.Tarbotton et al. the lots of land and premises hereinafter described being the same property by each of said mortgages and mortgage bill of sale conveyed, was sold unto the said George Clements at private sale at and for the sum of \$1600.00, net. and the said sale having been duly reported to the said Court has been finally ratified and confirmed by the said Court, by its order passed on the 25th. day of January, 1922, and the said George Clements having ~~been~~ fully paid the said purchase money therefor, is now entitled to a deed of conveyance of said real estate.

NOW THEREFORE THIS DEED WITNESSETH, that in consideration of the premises and of the sum of sixteen hundred (\$1600.00) dollars, the receipt in full whereof is hereby acknowledged, the said S.Scott Beck, assignee as aforesaid, has bargained and sold, and does hereby bargain and sell, grant and convey unto the said George

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Clements, his heirs and assigns in fee simple, all the right, title, interest and estate of the said Cooper Tarbutton and Anna G. Tarbutton, his wife, and all others claiming from, under or by them, or either of them, in and to all those lots or tracts of land, situate, lying and being in the town of Crumpton, in the Seventh election district of Queen Anne's County, State of Maryland, and described as follows, to wit: -

Parcel No.1. All that lot or parcel of land situated in the town of Crumpton in the seventh election district of Queen Anne's County, Maryland, on the west side of Broad Street and on the south side of Fourth Street, adjoining the Horace Smith lot and the Newcomb lot.

Parcel No.2. All that lot of land situate in the town of Crumpton, in Queen Anne's County, Maryland, on the south side of Fourth Street and on the north side of Fifth Street, adjoining the Newcomb lot and the property of Joseph Smith and Horace Smith. Both of which properties or lots were conveyed to Cooper Tarbutton by deed from Mary L. Tarbutton, dated the 12th. day of October, in the year 1910, and recorded among the land records for Queen Anne's County aforesaid, in Liber S.S. No.8, folio 530,.

Parcel No.3. All those lots or parcels of land situate in the town of Crumpton, Queen Anne's County, Maryland, on Fourth Street, being Lots #102 and #104 known as the Cora Baldwin lots, adjoining the home property of the said Cooper Tarbutton and being the same lots conveyed to the said Cooper Tarbutton by deed from Cora Baldwin and W.M. Baldwin, dated the 7th. day of January, 1911, and recorded among the land records for Queen Anne's County aforesaid in Liber S.S.No. 9, folio 300 etc.

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

TO HAVE AND TO HOLD the said tracts of land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said George Clements, his heirs and assigns, in fee simple.

As witness the hand and seal of the said grantor:

Test: J.Raymond Simperts.

S.Scott Beck. (SEAL)
Assignee

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that on this 25th. day of January, 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 S.Scott Beck, Assignee, and acknowledged the foregoing deed to be his act.

As witness my hand and Notarial seal.

J.Raymond Simperts.
Notary Public.

Notary
Public
Seal.

One two dollar Internal
Revenue Stamp endorsed:
SSB: Assignee, 1/25/22.

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 265 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 6th. day of December A.D. nineteen hundred and twenty six.

Seal's
Place.

B.Hackett Turner, Clerk.

Exhibit No.2 filed Dec. 10th. 1926.

#91961 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of March, in the year nineteen hundred and twenty two, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 4th. day of February, in the year nineteen hundred and twenty two, by George Clements, of Queen Anne's County, in the State of Maryland, single man, witnesseth that, for and in consideration of the sum of twenty five hundred dollars, and of the assumption of the payment by the grantee hereinafter named of the principal debt of fifteen hundred dollars secured by the grantee hereinafter named of the principal debt of fifteen hundred dollars secured by the mortgage executed by Cooper Tarbutton and Anna G. Tarbutton, his wife, to Mary L. Tarbutton, dated October 12th. 1910, and recorded among the land record books for Queen Anne's County, Maryland, in Liber S.S.No.8, folio 531 etc. with interest on said principal debt from the first day of January, in the year 1922, the said George Clements does hereby grant and convey unto Annie T. Emerson, of the City of Philadelphia, in the State of Pennsylvania, her heirs and assigns, in fee simple, the following real estate, to wit: All those three lots or parcels of land situate, lying and being in the town of Crumpton in the Seventh Election District of Queen Anne's County, in the State of Maryland, and described as follows:

Parcel No.1. All that lot or parcel of land in the town of Crumpton aforesaid on the west side of Broad Street and on the south side of Fourth Street, adjoining what is usually known as the Horace Smith lot and the Newcomb Lot.
 Parcel No.2 All that lot or parcel of land situate in the town of Crumpton aforesaid on the south side of Fourth Street and on the north side of Fifth Street, adjoining the Newcomb Lot and the Joseph Smith and Horace Smith property.
 Parcel No.3. All that lot or parcel of land situate in the town of Crumpton aforesaid on Fourth Street composed of two lots formerly known as the Cora Baldwin Lot. The aforesaid real estate being the same and all the real estate described and conveyed in the deed to the said George Clements from S.Scott Beck, Assignee, dated January 25th. in the year 1922, and recorded in Liber J.F.R.No.8, folio 265, a land record book for Queen Anne's County, Maryland, to which said deed and the reference therein contained reference is hereby specially made.

Together with the buildings and improvements thereon erected and being and all and every the rights, roads, ways, waters, alleys, privileges and appurtenances thereto belonging or in anywise appertaining.

And the said George Clements hereby covenants that he will warrant specially the property hereby conveyed, except as to the aforesaid mortgage for the said principal sum of fifteen hundred dollars with interest from the first day of January, in the year 1922, and that he will execute such further assurances of said land as may be or become requisite or necessary.

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

Test: N.Lucille Bailey.

George Clements. (SEAL)

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

I hereby certify that on this 4th. day of February, in the year nineteen hundred and twenty two, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared George Clements, the grantor above named, and did acknowledge the foregoing deed to be his act.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year last above written.

N.Lucille Bailey.
 Notary Public.

Notary
 Public
 Seal.

Two two dollar and one
 fifty cent Internal Revenue
 Stamps, endorsed: GC 2/4/22.

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 420 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 6th. day of December, A.D. 1926.

Seal's
 Place.

B.Hackett Turner. Clerk.

ORDER OF COURT.

William R. Coleman,
 Assignee.

Vs.

Cooper Tarbutton and wife.

(In the Circuit Court .
) for Queen Anne's
 (County, in Equity.
) Cause No. 2647.

ORDERED, this tenth 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, on the foregoing petition and affidavits that the papers in these proceedings be and the same are hereby referred to one of the standing auditors of the Court for the purpose of stating and reporting an audit distributing the surplus, after the payment of the mortgage debt, interest and costs, to those entitled thereto; 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 the surplus; the auditor is hereby directed to give notice 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 claim in the vouchers thereof on or before the expiration of sixty days from the date of the 1st. publication of said notice; the said notice to be inserted

H3 1368

in a newspaper published in Queen Anne's County, Md. once in each of four successive weeks.

Thomas J. Keating.

AUDITOR'S NOTICE
filed Dec. 10th. 1926.

AUDITOR'S NOTICE.

William R. Coleman,
Assignee

Vs.

Cooper Tarbutton and
wife.

In the Circuit Court

for

Queen Anne's County,

in Equity.

Cause No. 2647.

Notice is hereby given on this tenth day of December, in the year nineteen hundred and twenty six by Madison Brown, Auditor of the Circuit Court for Queen Anne's County, in Equity that all judgment creditors, lienors, assignees and persons claiming any interest in the Equity of Redemption of the property sold in the above proceedings, to file their claims with vouchers thereof either with him or in said cause in said court on or before the sixteenth day of February, in the year nineteen hundred and twenty seven.

Madison Brown.
Madison Brown, Auditor.

Certificate of Publication
of Auditor's Notice, filed
April 15th. 1927.

AUDITOR'S NOTICE.

William R. Coleman,
Assignee.

VS.

Cooper Tarbutton and wife.

In the Circuit Court

for Queen Anne's County,

in Equity,

Cause No. 2647.

Notice is hereby given on this tenth day of December, in the year nineteen hundred and twenty six by Madison Brown, Auditor of the Circuit Court for Queen Anne's County, in Equity that all judgment creditors, lienors, assignees and persons claiming any interest in the Equity of Redemption of the property sold in the above proceedings to file their claims with vouchers thereof either with him or in said cause in said court on or before the sixteenth day of February, in the year nineteen hundred and twenty seven.

Madison Brown, Auditor.

THE CENTREVILLE RECORD.

Centreville, Md. April 9, 1927.

The Centreville Record Publishing Co., hereby certifies that the auditors notice in the case of Coleman Assignee Vs. Cooper Tarbutton Cause #2647, 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 16 day of December, in the year 1926.

Filed Apr. 15th. 1927.

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

Report and Account of the Auditor.
filed May 11th. 1927.

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

William R. Coleman, Assignee, ()
Vs.) Chancery No. 2647.
Cooper F. Tarbutton et al. ()

To the Honorable, the Judges of said Court:
The Report of Madison Brown, auditor, unto Your Honors respectfully sets forth:-

That the proceedings of this cause were referred unto your auditor by the order of this court passed on the claimant's petition filed herein and the auditor was directed by said order to give by advertisement notice to all parties interested in the equity of redemption to file their claims.

That the auditor caused the said notice to be advertised in accordance with the order of Court in the Centreville Record, and files herewith a copy of his said notice as advertised.

That no claims pursuant to this order have been filed either with the auditor or with the clerk of the court, and the auditor knows of no claims against the equity of redemption save those set forth in the petition filed heretofore by S. Hackett Emerson.

The auditor has asked this petition, and the affidavits accompanying the same together with its exhibits, and from the examination deemed no testimony would be necessary, as the papers mentioned clearly sets forth the claims and the affidavits are made by parties known to the auditor sufficiently well for him to assume their testimony would not be different.

In the within account William R. Coleman is charged with the gross amount of the sale made and reported by him, and is then thereout allowed his compensation as provided by the mortgage, the costs of advertising the notice of sale and costs of advertising the several orders nisi of the cause, costs of his bond and auctioneer's charges, the mortgage debt claim in full, the fee of the auditor, the costs arising under the claimant's petition, these allowances do not consume the charge against the assignee and the balance remaining is divided equally between the two claimant's named in the said petition and is distributed unto them.

Respectfully submitted,

Madison Brown,
Auditor.

The proceeds of the sale of the mortgaged real estate of Cooper Tarbutton and Annie G. Tarbutton, his wife, mortgagors, in account with William R. Coleman, assignee of mortgage, party selling the mortgaged real estate.

1926		Cr.	
May			
25:	By gross amount of the mortgage sale, per report of sale filed, to wit:-		\$2625.00
		Dr.	
" "	To William R. Coleman, party making the sale for his compensation, per terms of mortgage:		\$150.00
	To do. for the court costs of this cause, per clerk's statement, as follows:		
	Costs of B.H. Turner, Clerk:	\$18.75	
	Apprs. fee of M.B. Bordley, sol.	<u>10.00</u>	28.75
	To do. for costs of advertising notice of sale in Centreville Observer, per account for same:		29.25
	To do. for costs of advertising the order nisi on sale in Centreville Record, per account:		5.00
	To do. for the charges of J.E. Anthony for auctioneering the property. the sum of		25.00
	To do. for the costs of his bond with corporate surety thereon herein filed, paid said surety per the receipt for same exhibited, sum of		12.00

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CAUSE NO. 2752.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 31st. day of August, 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 Mortgage,	|	In the Circuit Court for Queen Anne's County
vs.		In Equity.
JOHN T. HUNTER and WALTER D. HUNTER, Mortgagors.	|	Cause No.

To the Clerk of said Courts

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in the papers of said cause a certified copy of the mortgage from John T. Hunter and Walter D. Hunter to Charles M. West, dated October 3rd. 1925, and of the assignment of said mortgage from the said Charles M. West to William R. Horney, dated August 31st. 1928, said mortgage and assignment being recorded in Liber B. H. T. No. 4, folios 172 etc., a land record book for Queen Anne's County aforesaid.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the interest covenanted to be paid upon the principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc.

William R. Horney
Assignee of Mortgage.

CERTIFIED COPY OF MTG. & ASSIGNMENT.
Filed Aug. 31st. 1928.

#11,509. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 3rd. day of October, in the year nineteen hundred and twenty-five, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this third day of October, in the year nineteen hundred and twenty five, by John T. Hunter and Walter D. Hunter, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said John T. Hunter and Walter D. Hunter are jointly and severally indebted unto Charles M. West, of Queen Anne's County aforesaid, in the full and just sum of Fifteen Hundred dollars (\$1500.00), cash money loaned, to be repaid unto the said Charles M. West (with interest as hereinafter set forth) at the expiration of three years from the third day of October, nineteen hundred and twenty five, the interest thereon from the third day of October, nineteen hundred and twenty five, to be paid during said period of three years semi-annually;

AND WHEREAS the condition precedent to said loan that this mortgage should be given to secure the sum so loaned and the interest thereon to accrue as aforesaid;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH that in consideration of the premises and the sum of one dollar (\$1.00), the said John T. Hunter and Walter D. Hunter do hereby grant and convey unto Charles M. West, his heirs and assigns forever, in fee simple, all that tract, part of a tract or parcel of land or farm, commonly known as the "Goodman Farm" and described in the last will and testament of George Harman Covey as the small farm known as the "Sullivan or Mason" tract of land situate, lying and being in the Sixth Election District of Queen Anne's County aforesaid, on the public road leading from Centreville to Roesville, and containing seventy acres of land, more or less, being the same land granted unto the said John T. Hunter and Walter D. Hunter by James Cannon and Sarah C. Cannon, his wife, bearing date the eighth day of January, nineteen hundred and twenty four, and recorded among the land records of Queen Anne's County, which is given to secure a part of the purchase money on said property and 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 T. Hunter and Walter D. Hunter, or their assigns, or the survivor of them, or the survivor's executors, administrators or assigns shall well and truly pay to the said Charles M. West, his executors, administrators or assigns the aforesaid sum of Fifteen Hundred Dollars (\$1500.00), when and as the same shall become

payable as above set forth, and also the interest thereon to accrue and be paid as above set forth when and as the several installments thereof shall become due and payable thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be perform, then this mortgage shall be void; and until default be made in the premises, the said John T. Hunter and Walter D. Hunter, their heirs and assigns shall possess said property.

AND the said John T. Hunter and Walter D. Hunter, jointly and severally, 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 Charles M. West, 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 Charles M. West, his executors, administrators or assigns, or J. Frank Harper, and William R. Horney, or either of them, their hereby duly constituted attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County 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 matured or not; and third, the balance to the said John T. Hunter and Walter D. Hunter, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Charles M. West, his executors, administrators or assigns, or J. Frank Harper and William R. Horney, or either of them, 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 T. Hunter and Walter D. Hunter, jointly and severally, and for their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness their hands and seals the day and year first above written:

Test:- Lida Hopkins.

his
John T. x Hunter (SEAL)
mark.

Walter D. Hunter (SEAL)

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

I hereby certify that on this 3rd. day of October, in the year nineteen hundred and twenty five, before me, the subscriber, a Notary Public, duly commissioned and qualified, of the State of Maryland, in and for Queen Anne's County, personally appeared John T. Hunter and Walter D. Hunter, the above named mortgagors, and each did acknowledge the foregoing mortgage to be their act and at the same time before me, also personally appeared Charles M. West, the above 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 hereunto subscribe my name and affix my seal, this 3rd. day of October, in the year nineteen hundred and twenty five.

Lida Hopkins
Notary Public.

Queen Anne's county, to wit: Be it remembered that on the 31st. day of August, in the year nineteen hundred and twenty-eight, the following Assignment was brought to be recorded, to wit:-

FOR VALUE RECEIVED, I, Charles M. West, do hereby transfer and assign the within and foregoing mortgage unto William R. Horney, of Queen Anne's County, State of Maryland, for the purpose of collection by foreclosure or otherwise.

WITNESS my hand and seal, this thirty first day of August, nineteen hundred and twenty eight;

TEST: Sarah L. Wright.

Charles M. West (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. #3, folio 172 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 August, A. D. 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 twenty fourth day of September, 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 Three thousand dollars (\$3000.00), 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 September, in the year nineteen hundred and twenty eight;

WHEREAS, a certain mortgage from John T. Hunter and Walter D. Hunter, to Charles M. West, bearing date the third day of October, nineteen hundred and twenty five, and recorded in Liber B. H. T. No. 4, folio 172 etc., a land record book for Queen Anne's County aforesaid, has been by the said Charles M. West, duly assigned to the said William R. Horney, by assignment bearing date the thirty first day of August, nineteen hundred and twenty eight, and recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden, William R. Horney, the Assignee of said mortgage as aforesaid, is about to execute the power of sale contained in 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 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.

William R. Horney (SEAL)

Attest: Sarah L. Wright.

United States Fidelity and
Guaranty Company. Seal's
By J. Frank Harper, Place.
Its Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed September 24th. 1928.

B. Hackett Turner, Clerk.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the aforesaid Bond is truly taken and copied from Liber J.F.R. No. 1, fol. 365, 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 September, in the year 1928.

B. Hackett Turner, Clerk.

REPORT OF
SALE:
Filed Oct. 2nd. 1928.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

JOHN T. HUNTER and
WALTER D. HUNTER,
Mortgagors.

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

Cause No. 2752.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage hereinafter described, to your Honors, respectfully sets forth:

1. That default was made by the mortgagors by reason of the non-payment of the interest covenanted to be paid upon the principal mortgage debt by the terms of the mortgage mentioned in these proceedings, at the time therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from John T. Hunter and Walter D. Hunter, to Charles M. West, bearing date the third day of October, nineteen hundred and twenty five, and recorded in Liber B. H. T. No. 4, folios 172 etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned by the said Charles M. West to the said William R. Horney, by assignment bearing date the thirty first day of August, nineteen hundred and twenty eight, 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 William R. Horney, 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 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, Assignee of Mortgage, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the twenty fifth day of September, 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 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 tract, part of a tract or parcel of land or farm, commonly known as the "Goodman Farm" and described in the last will and testament of George Harman Covey as the small farm known as the "Sullivan or Mason" tract of land, situate, lying and being in the Sixth Election District of Queen Anne's County aforesaid, on the public road leading from Centreville to Roesville, and containing seventy (70) acres of land, more or less, being the same real estate described in and granted and conveyed by said mortgage, and sold the same to S. Charles Walls, of Queen Anne's County aforesaid, at and for the sum of NINETEEN HUNDRED DOLLARS (\$1,900.00), 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 the purchaser would have the privilege of going on the premises for the purpose of planting any crops; that the purchaser would be required to pay one-fourth of the State and County taxes levied on said property for the year nineteen hundred and twenty eight, the remaining three-fourths of said taxes to be paid by the Assignee of Mortgage; that the fire insurance on the buildings on said property would be adjusted as of the day of sale; and that all title papers would be at the expense of the purchaser.

5. The purchaser had paid the sum of FOUR HUNDRED DOLLARS (\$400.00) on account of said purchase price.

Respectfully submitted,

William R. Horney
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this second day of October, 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 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.

Filed October 2nd. 1928.

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

Certificate of Publication
of Order Nisi.
Filed Oct. 2nd. 1928.

"EXHIBIT A".

ASSIGNEE'S SALE OF A VALUABLE SMALL FARM NEAR HOPE.

Default having occurred in the terms of the mortgage from John T. Hunter and Walter D. Hunter, to Charles M. West, dated October 3rd. 1925, and recorded in Liber B. H. T. No. 4, folios 172 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, SEPTEMBER 25, 1928, beginning at the hour of 1.30 o'clock p.m., the property conveyed by said mortgage, consisting of:

ALL THAT TRACT, part of a tract or parcel of land or farm, commonly known as the GOODMAN FARM", and described in the last will and testament of George Harman Covey as the small farm known as the "Sullivan or Mason" tract of land, situate, lying and being in the Sixth Election District of Queen Anne's County aforesaid, on the public road leading from Centreville to Roesville, and containing 70 ACRES OF LAND, more or less.

The improvements consist of a new FRAME DWELLING, a new stable and carriage house with corn crib and loft above, garage and new hen house.

All cleared land is good quality, easily drainable and will grow good crops of any kind. The wooded land has some very good timber in it.

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. Possession will be given upon the ratification of sale. Further particulars made known on day of sale.

WILLIAM R. HORNEY,
Assignee of Mortgage.

Harper & Horney, Attorneys,
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER,

Centreville, Md., Oct. 2nd. 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of William R. Horney, Assignee of Mortgage, vs. John T. Hunter and Walter D. Hunter, 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 the 1st day of September, more than twenty days before the 25th day of September, in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Filed Oct. 2nd. 1928.

N I S I.

William R. Horney,
Assignee of Mortgage,

vs.

John T. Hunter and
Walter D. Hunter, Mortgagors.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2752.

ORDERED, This 2nd. day of October, 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 7th day of December, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 7th day of November next.

The Report states the amount of sales to be \$1900.00.

Filed October 2nd. 1928.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Nov. 19th. 1928.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

JOHN T. HUNTER and
WALTER D. HUNTER,
Mortgagors.

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

Cause No. 2752.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debt, interest etc., owing as of the day of sale, under the mortgage from John T. Hunter and Walter D. Hunter, to Charles M. West, bearing date the 3rd day of October, 1925, and recorded in Liber B. H. T. No. 4, folios 172 etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned by the said Charles M. West, to the said William R. Horney, by assignment bearing date the 31st day of August, 1928, and recorded at the foot of said mortgage.

Amount of the principal mortgage debt as evidenced by the said mortgage attached hereto,	\$1,500.00
--	------------

Amount of interest on same from October 3rd. 1927, to September 25th. 1928, (the date of the sale of the real estate made and reported in this cause),	88.60
--	-------

Amount of the insurance premium on the policy of fire insurance for the sum of \$1,450.00 on the improvements on the mortgaged property for the period of three years from July 18th. 1928,	26.23
---	-------

\$1,614.23

Credit by the amount of the proportionate part of the insurance premium on the policy of insurance mentioned above for the period from September 25th. 1928, (the date of the sale of the real estate made and reported in this cause), to the date of the expiration of said policy, 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,	24.60
--	-------

Total amount of principal mortgage debt, interest, etc., owing as of September 25th. 1928,	\$1,589.63
--	------------

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 twenty eight, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

B. Hackett Turner
Clerk.

Filed Nov. 19th. 1928.

131368

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Dec. 8th. 1928.

NISI.

WILLIAM R. HORNEY, ASSIGNEE OF MORTGAGE,
vs.
JOHN T. HUNTER, WALTER D. HUNTER, MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, CHANCERY NO. 2752.

Ordered, This 2nd day of October, 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 7th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 7th day of November next.

The Report states the amount of sales to be \$1900.00.

Filed October 2nd. 1928.
B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md., Dec. 8th. 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Wm. R. Horney, Assignee of Mortgage, vs. John T. Hunter and Walter D. Hunter, 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 having been made of the 6th. day of October, 1928, more than four weeks before the 7th. day of November, in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Dec. 8th. 1928.

By Margaret E. Durney.

FINAL ORDER OF RATIFICATION.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

JOHN T. HUNTER and
WALTER D. HUNTER,
Mortgagors.

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

Cause No. 2752.

ORDERED, this eighth 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 sale of the real estate made by William R. Horney, Assignee of Mortgage, and reported by him in the above cause, be and the same is hereby 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 second day of October, nineteen hundred and twenty eight; and the said William R. Horney, Assignee of Mortgage as aforesaid, is allowed the usual 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.

Thomas J. Keating.

Filed Dec. 8th. 1928.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed Feb. 13th. 1929.

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

William R. Horney, assignee of mortgage,
vs.
John T. Hunter and Walter D. Hunter,
mortgagors.

Cause No. 2752.

To the Honorable, the Judges of said Courts

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

That the sale reported in this cause was made by William R. Horney, who has executed unto the auditor vouchers for the expenses incident to the sale and mentioned in the within account, and it appears that the proceeds of sale are more than sufficient to pay the costs incident to the sale and the mortgage debt.

That in the within account the auditor has charged said William R. Horney who is the assignee of the mortgage under which the sale was made with the gross amount of the sale made by him, and then has thereout allowed unto him his commissions per terms of the mortgage and rule of the Court, the Court costs of the cause, the cost of the assignee's bond filed herein, the amount paid the auctioneer for crying the sale, the cost of advertising in the Centreville Observer notice of sale, the order nisi on sale and the order nisi to be passed as to this account, the cost of advertising the sale in the Centreville Record, that part of the taxes on property sold for 1928 to be paid by the assignee per report of sale, the fee of the auditor and the mortgage debt in full.

The balance remaining after these allowances is in the within account distributed unto John T. Hunter and Walter D. Hunter, who appear to be joint tenants of the property sold from the mortgage filed.

Respectfully submitted,

February 13, 1929.

Madison Brown
auditor.

Cause No. 2752.

The proceeds of the sale of the mortgaged real estate of John T. Hunter and Walter T. Hunter, mortgagors making the mortgage filed in this cause, in account with William R. Horney, assignee of said mortgage, the person making the sale under said mortgage.

1928. Sep. 25.	Cr.		
	By gross proceeds of the sale of the mortgaged property, per report of sale filed:		\$1,900.00
	Dr.		
" "	To William R. Horney, party making the sale herein reported, for his commissions, per terms of mortgage and rule of court, the sum of	\$117.50	
	To do., for the court costs of this cause per statement of clerk of court as follows: Costs of B. H. Turner, clerk, \$18.75 Appear. fee of W. R. Horney, et al. 10.00	28.75	
	To do., for the cost of his bond herein paid to corporate surety on the bond, as per account for same receipted and exhibited appears, to wit: the sum of	10.00	
	To do., for the amount paid J. E. Anthony for crying the sale made as per receipt for same exhibited appears, to wit: the sum of	10.00	
	To do., for the cost of advertising in the Centreville Observer notice of sale and the two orders nisi of this cause, per account for same receipted, and ex- hibited appears, to wit: the sum of	46.25	
	To do., for the cost of advertising in the Centreville Record the notice of sale, as per account for same receipted and exhibited appears, to wit: the sum of	31.87	
	To do., for 3/4 of taxes on the land sold for 1928 paid F. C. Stevens, treasurer, per terms of sale, per statement receipted exhibited appears, to wit: the sum of	38.63	
	To Madison Brown, auditor, for stating this account the sum of	9.00	
	To William R. Horney, assignee of the mortgage mentioned in full of the mortgage debt due on day of sale, per statement filed, the sum of	1,589.63	
	To John T. Hunter and Walter D. Hunter, mortgagors, this balance, to wit: sum of	18.37	
		<u>\$1,900.00</u>	<u>\$1,900.00</u>

February 13, 1929.

Madison Brown,
auditor.

NISI RATIFICATION OF AUDIT.

William R. Horney,
Assignee of Mortgage,

vs.

John T. Hunter and
Walter D. Hunter,
Mortgagors.

(IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S COUNTY
(
) IN EQUITY.
(CASE NO. 2752.
(

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.

Filed Feby. 14th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed Mar. 14th. 1929.

NISI RATIFICATION OF AUDIT.

WILLIAM R. HORNEY, ASSIGNEE OF MORTGAGE,
vs.

JOHN T. HUNTER AND WALTER D. HUNTER, MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2752.

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 12th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee of Mortgage vs. John T. Hunter and Walter D. Hunter, 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 4th. day of March, in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed March 14th. 1929.

By Margaret E. Durney.

CLERK'S CERTIFICATE AS TO
PAYMENT OF COSTS.
Filed Mar. 15th. 1929.

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that all costs accrued in the case of "William R. Horney, Assignee of Mortgage, vs. John T. Hunter and Walter D. Hunter, Mortgagors", being Cause No. 2752 on the Chancery Docket of said Court, up to and including the final ratification of the sale and the cost of recording such papers as are by law proper to be recorded, have been paid.

Dated-March 14th. 1929.

B. Hackett Turner,
Clerk.

Filed March 15th. 1929.

FINAL ORDER OF RATIFICATION.

William R. Horney,
Assignee of Mortgage,

vs.

John T. Hunter and
Walter D. Hunter,
Mortgagors.

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

Cause No. 2752.

ORDERED, this 15th. day of March, 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 as required by the Order of Ratification Nisi of said audit passed in this cause on the 13th day of February, nineteen hundred and twenty nine, and the said William R. Horney, Assignee of Mortgage, is hereby directed to apply the proceeds of sale, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

Filed March 16th. 1929.

Thomas J. Keating.

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CHANCERY CAUSE NO. 2161.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 13th. day of January, in the year nineteen hundred and fifteen, the following Order to Docket suit was filed for record, to wits:-

James T. Bright,
Assignee of Mortgage,

vs.

T. Walter White &
Maud Kelley White,
Mortgagor.

Mr. Clerk:

Please docket the above suit and file certified copy of mortgage from T. Walter White & Maud Kelley White to James T. Bright, date January 1st. 1909 & recorded in Liber S. S. No. 5, folio 573 &c., a Land Record Book, among these proceedings and enter my appearance for plaintiff.

James T. Bright,
per E.H.B. Jr.

CERTIFIED COPY OF MORTGAGE,
Filed January 13th. 1916.

Queen Anne's County, to wit: be it remembered that on the Twelfth day of January, in the year nineteen hundred and nine, the following Mortgage was brought to be recorded, to wits

This Mortgage, made this first day of January, in the year nineteen hundred and nine, by T. Walter White and Maud Kelly White, of Queen Anne's County, in the State of Maryland. Whereas, the said T. Walter White and Maud Kelly White are justly indebted unto James T. Bright, in the full and just sum of Thirteen Hundred Dollars, for money this day loaned by the said James T. Bright unto the said T. Walter White and Maud Kelly White, to be repaid with lawful interest at the rate of six per cent., semi-annually, in two years from the date of this mortgage. And the said T. Walter White is to have the privilege of paying three hundred dollars or more or more on the aforesaid principal sum at any interest period during the term of this mortgage. And it was expressly agreed by and between the parties to this mortgage that the prompt payment of the aforesaid principal sum and interest was to be secured and assured by the execution of this mortgage. Now this Mortgage Witnesseth, that in consideration of the premises, and of one dollar, the said T. Walter White and Maud Kelly White, their heirs and assigns, do hereby grant and convey unto the said James T. Bright, his heirs and assigns, in fee simple, All that lot of land in the town of Stevensville, on Kent Island, Queen Anne's County, Maryland, improved by frame store house and dwelling and outbuildings, on the north side of the public road leading through Stevensville to Love Point, and now occupied by the said T. Walter White, and being the same property conveyed to the said T. Walter White by deed from James T. Bright, Trustee, dated the first day of January, 1909, and recorded in Liber No. a Land Record Book for Queen Anne's County. Together with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining. Provided, that if the said T. Walter White and Maud Kelly White, their heirs, executors, administrators or assigns, shall well and truly pay said principal sum and interest, according to the terms of this mortgage as hereinbefore provided, 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 T. Walter White, his heirs and assigns, shall possess said property. And the said T. Walter White and Maud Kelly White, their heirs, executors, administrators and assigns, covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied on the property hereby conveyed, all costs and attorneys commissions and charges incurred in the collection of said debt, or any part thereof, and to insure, and pending this mortgage, to keep insured the improvements on said premises to the amount of the insurable value thereof, and to have the policy so framed or endorsed that the proceeds shall be applied to the payment of this mortgage, and that no act or thing shall be done whereby said mortgaged premises shall be depreciated or lessened in value. But, in case of default in the payment of said debt, or the interest to accrue thereon, or any part of their as they severally fall due, or in any covenant or condition of 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 legal representatives or assigns, are hereby authorized to sell said premises upon giving three week previous notice of the time, place, manner and terms of sale, in a newspaper 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 person making the sale, the credit payments, if any, to bear interest 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 T. Walter White, or whoever may be entitled to the same.

Test: T. A. Tolson.

T. Walter White (SEAL)

Maude K. white (SEAL)

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

I hereby certify, That on this Twelfth day of January, in the year nineteen hundred and nine, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared T. Walter White and Maud Kelly White, his wife, and each acknowledged the foregoing mortgage to be their respective act.

T. A. Tolson,
Justice of the Peace.

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

I hereby certify, that on this twelfth day of January, in the year nineteen hundred and nine, 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.

Queen Anne's County, to wit: Be it remembered that on the 14th day of January in the year Nineteen Hundred and Nine, the following Assignment was brought to be recorded, to wit:

For value received, I do hereby assign and transfer the within and foregoing to Charles B. Downs of Queen Anne's County, State of Maryland,.

Witness my hand and seal this twelfth day of January, in the year nineteen hundred and nine.

Test: Elmer B. Seney.

James T. Bright (SEAL)

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

I do hereby assign the within and foregoing Mortgage unto James T. Bright, for purpose of foreclosure and collection.

Witness my hand and seal this 12th. day of January, in the year nineteen hundred and sixteen.

Test: B. H. Turner.

Chas. B. Downs (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. No. 5, folio 573, 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 Thirteenth day of January in the year nineteen hundred and sixteen.

Wm. F. Watson, Clerk.

CERTIFIED COPY OF BOND.
Filed Feb. 25th. 1916.

KNOW ALL MEN BY THESE PRESENTS, that we, James T. Bright, of Queen Anne's County, in the State of Maryland, and the NATIONAL SURETY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of TWO THOUSAND DOLLARS (\$2,000.00), current money of the United States, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty-sixth day of February, in the year nineteen hundred and sixteen.

WHEREAS the above bounden James T. Bright by virtue of a power of sale contained in a mortgage from T. Walter White and Maude K. White, his wife, bearing date the

first day of January, in the year nineteen hundred and nine, and recorded in Liber S. S. No. 5, folio 573 &c., a land record book for said 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 in not paying the principal sum of said mortgage and other covenants contained therein and said mortgage by mesne assignment has been assigned to said James T. Bright who is about to execute the power of sale vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden James T. Bright does and shall well and faithfully abide by and fulfill any order or decree of the Circuit Court for Queen Anne's County in Equity or by any Court of Equity having jurisdiction, in relation to the sale of said property or the proceeds thereof, then this 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:
G. I. Moyer.

James T. Bright (SEAL)

NATIONAL SURETY COMPANY,

By James T. Bright

and Chas. E. Tucker,

its Attorneys in Fact.

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

"Security approved and Bond filed Feby. 25th. 1916".

Wm. F. Watson, Clerk.

REPORT OF SALE &c.
Filed March 9th. 1916.

James T. Bright,
Assignee of Mortgage,

vs.

T. Walter White and
Maude K. White, his wife.

In the Circuit Court

for

Queen Anne's County,
In Equity.

To the Honorable, the Judges of said Courts:

The Report of Sale of James T. Bright, Assignee of said mortgage, a certified copy of the mortgage being filed in these proceedings, in execution of the power of sale contained in said mortgage, after default had occurred in the terms and conditions of said mortgage, by reason of the nonpayment of interest on the principal debt by said mortgage secured, respectfully sets forth:

1. That after giving bond with approved security for the faithful performance of his trust, and after having complied with all the prerequisites as required by law, and the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Record, a Newspaper printed and published in Queen Anne's County, Maryland, for more than twenty days before the day of sale, did, pursuant to said advertisement, attend in front of the store house occupied by George S. Lowe, said storehouse being the same property sold under these proceedings, in Stevensville, Maryland, on the twenty-eighth day of February, nineteen hundred and sixteen, between the hours of two and two thirty o'clock P.M., and then and there proceeded to sell said property in manner following, that is to say: He offered at public sale to the highest bidder the property described in the mortgage from T. Walter White and Maude K. White to James T. Bright, and being particularly described as follows: ALL that lot of land in the town of Stevensville, on Kent Island, Queen Anne's County, Maryland, improved by frame store house and dwelling and outbuildings, on the north side of the public road leading through Stevensville to Love Point, and now occupied by George S. Lowe, and being the same property conveyed to T. Walter White by deed from James T. Bright, Trustee, dated the first day of January, 1909, and recorded in Liber No. a Land Record Book for Queen Anne's County. And sold the same to Thomas E. Carroll at and for the sum of Seventeen Hundred and Fifty Dollars (\$1,750.00), he being then and there the highest bidder therefor.

2. In addition to the advertised terms of said sale, your Assignee announced at the time of sale that the purchaser would get the possession of said property upon the ratification of said sale and was to pay the State and County taxes on said property for the year nineteen hundred and fifteen.

All of which is respectfully submitted.

Filed March 9th. 1916.

James T. Bright
Assignee of Mortgage.

M31368

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this ninth day of _____ in the year nineteen hundred and sixteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James T. Bright, Assignee of mortgage, and made oath that the matters and things set forth in the within and foregoing Report of Sale were true as therein stated and that the sale was fairly made.

Filed March 9th. 1916.

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

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT.
Filed March 9th. 1916.

MORTGAGE SALE OF VALUABLE REAL ESTATE
SITUATE IN STEVENSVILLE, QUEEN ANNE'S COUNTY, MARYLAND.

BY virtue of the Power of Sale contained in a mortgage from T. Walter White to James T. Bright, dated January 1st. 1909, and recorded in Liber S. S. No. 5, folio 573, etc., a land record book for Queen Anne's County, Maryland, the undersigned as Assignee of said mortgage, will sell in front of the Store, in the town of Stevensville, MONDAY FEBRUARY 28, 1916, between the hours of 2 and 2.30 P.M.,

ALL THAT LOT OF LAND in the town of Stevensville, on Kent Island, Queen Anne's County, Maryland, improved by a FRAME STORE HOUSE AND DWELLING and Outbuildings on the north side of the public road leading through Stevensville to Love Point, and being the same property conveyed to the said T. Walter White by deed from James T. Bright, Trustee, dated the first day of January, 1909, the same property described in said mortgage, being the same property now owned by Jas. E. Cole.

TERMS OF SALE--One-third of purchase money in cash on the day of sale, and the balance in two equal installments payable six and twelve months from the day of sale with interest on each deferred payment from said date, or all the purchase money in cash upon the final ratification of the sale by the Court with interest from the day of sale.

JAMES T. BRIGHT,
Assignee.

Centreville, Md., March 9, 1916.

I hereby certify that the Mortgage Sale in the case of Jas. T. Bright, Assignee, vs. T. Walter White, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 28 day of February, 1916.

B. Goldsborough,.

ORDER NISI.
Filed Mar. 9th. 1916.

N I S I.

James T. Bright,
Assignee of Mortgage,

vs.

T. Walter White and
Maude K. White, his wife.

{ IN THE CIRCUIT COURT
{ FOR QUEEN ANNE'S COUNTY,
{
{ IN EQUITY.
{ CHANCERY NO. 2161.

ORDERED, This 9th. day of March, A. D. 1916, that the sale of the real estate made and reported in this cause by James T. Bright, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th. 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 12th. day of April, next.

The Report states the amount of sales to be \$1750.00.

Filed March 9th. 1916.

Wm. F. Watson, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Apr. 16th. 1917.

N I S I.

JAMES T. BRIGHT, ASSIGNEE OF MORTGAGE,
VS.
T. WALTER WHITE AND MAUDE K. WHITE, HIS WIFE.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2161.

ORDERED, This 9th. day of March, A. D., 1916, that the sale of the Real Estate made and reported in this cause by James T. Bright, Assignee of mortgage, be ratified and confirmed unless cause to the contrary therefor be shown on or before the 12th 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 12th day of April next.

The Report states the amount of sales to be \$1,750.00.

Filed March 9th. 1916.

WM. F. WATSON, Clerk.
True Copy--Test:
WM. F. WATSON, Clerk.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Apr. 16, 1917.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of Jas. T. Bright, Assignee, of Mortgage vs. T. Walter White & Maude K. White, 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 12th. day of May, in the year 1916.

The Centreville Record Publishing Co.

By B. L. Goldsborough.

STATEMENT OF MORTGAGE DEBT.
Filed April 25th. 1917.

STATEMENT OF MORTGAGE DEBT AND INTEREST.

Principal mortgage debt	\$1300.00.
Interest on mortgage from July 1st. 1916.	

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

I hereby certify that on this 25th. day of April, in the year nineteen hundred and seventeen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared James T. Bright, Assignee of mortgage and made oath in due form of law that the foregoing statement of mortgage debt and interest is true to the best of his knowledge and belief.

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

Final Order.

Ordered by the Circuit Court for Queen Anne's County, in Equity this 25th. day of April, nineteen hundred and seventeen, that the sale made and reported in the aforesaid cause of James T. Bright, Assignee of mortgage vs. T. Walter White and Maude K. White, Mortgagors, No. 2161 Chancery, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the preceding Order Nisi. The Trustee Assignee is allowed the commissions provided by said mortgage and all expenses not personal, upon producing the proper vouchers therefor before the Auditor.

Filed April 25th. 1917.

Philemon B. Hopper.

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CHANCERY CAUSE NO. 2320.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 6th. day of February, in the year nineteen hundred and twenty-nine, the following Bill of Complaint was filed for record, to wit:

Ida I. Holden,
John W. Holden,
Gertrude A. Holden,
Complainants.

vs.

Mary Louetta Holden,
Maybelle Holden,
Nellie E. Holden,
Carrie I. Holden,
William C. Holden,
Ora C. Holden,
Dorothy J. Holden,
Infants

and

James H. Sides, mortgagee
Defendants.

In the Circuit Court

for

Queen Anne's County.

In Equity.

To the Honorable, the Judges of said Court:

The Bill of Complaint of Ida I. Holden, Gertrude A. Holden, of Queen Anne's County and John W. Holden, State of Delaware, humbly shows;

First; That Charles W. Holden, late of Queen Anne's County, deceased, was in his life time seized and possessed of a certain tract of real estate in the Seventh Election District of Queen Anne's County aforesaid, on the road from Pondtown to "I. B.", joining the property now or formerly owned by James H. Ringgold, the property formerly or now owned by Frank Cooper and the property now or formerly owned by Frank Hynson and Benjamin Godwin and containing forty four acres of land, more or less.

Second; That the said Charles W. Holden departed this life during the month of January, in the year nineteen hundred and twenty, intestate, leaving surviving him a widow, the said Ida I. Holden and the following children, the said John W. Holden, who is twenty four years of age; Gertrude A. Holden, who is twenty two years of age; who are the complainants in this Bill and Mary Louetta Holden, who is twenty years of age; Maybelle Holden, who is eighteen years of age; Nellie E. Holden, who is sixteen years of age; Carrie I. Holden, who is thirteen years of age; William C. Holden, who is ten years of age; Ora C. Holden, who is seven years of age; and Dorothy J. Holden, who is four years of age; who are the Defendants in this Bill.

Third; That the parties named in said second paragraph are the only heirs at law of the said Charles W. Holden and are entitled to the real estate of which he died, seized and possessed their interest being as follows;- The said Ida I. Holden, his widow is entitled to an undivided one third interest, and the said John W. Holden, Gertrude A. Holden, Mary Louetta Holden, Maybelle Holden, Nellie E. Holden, Carrie I. Holden, William C. Holden, Ora C. Holden and Dorothy J. Holden are each entitled to an undivided two twenty seventh interest in said real estate, the interest of the said widow and children being however subject to a mortgage held by one James H. Sides of Chestertown, Kent County, Maryland, for the sum of Eight Hundred (\$800.00) Dollars with interest from the ninth day of December in the year nineteen hundred and nineteen, said mortgage is recorded in Liber W. F. W. No. 10, folio 383 etc., a Land Record Book for Queen Anne's County, a certified copy of said mortgage being filed herewith as a part of this Bill and marked, "Complainants Exhibit No. 1".

Fourth;- Your complainants charge and allege the said real estate cannot be divided without loss or injury to the parties interested, and that they are entitled to have same sold by a decree of this Court and a division of the money arising from such sale among the parties entitled thereto according to their respective rights.

To The End Therefore; That the said Mary Louetta Holden, Infant; Maybelle Holden, Infant; Nellie E. Holden, Infant; Carrie I. Holden, Infant; William C. Holden, Infant; Ora C. Holden, Infant and Dorothy J. Holden, Infant and James H. Sides, Mortgagee, may answer the premises; that a decree may be passed by this Court directing that the real estate mentioned aforesaid may be sold under the direction of this Court and the proceeds thereof distributed among said parties according to their respective interests and that your Orators may have such further and other relief as their cause may require.

May it please your Honors to grant unto your Orators the writs of subpoena against Mary Louetta Holden, Infant; Maybelle Holden, Infant; Nellie E. Holden, Infant; Carrie I. Holden, Infant; William C. Holden, Infant; Ora C. Holden, Infant and Dorothy J. Holden, Infant; all of Queen Anne's County, State of Maryland and James H. Sides, of Kent County, State of Maryland, commanding them to appear in this Court at some certain day to be therein named to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty &c.

Edwin H. Brown, Jr.
Solicitor for Complainants.

Subpoena for Respondent
to appear and answer.

Seal's
Place.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

Mary Louetta Holden, Infant; Maybelle Holden, Infant, Nellie E. Holden,
Infant; Carrie I. Holden, Infant; William C. Holden, Infant; Ora C.
Holden, Infant; and Dorothy J. Holden, Infant;

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the
Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said
County, on the First Monday of March next, to answer the complaint of Ida I. Holden 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 February, 1920.

Issued the Sixth day of February in the year 1920.

J. F. Rolph, Clerk.

And on the back of the aforegoing Writ was thus endorsed, to wits

"Mary Louetta Holden, Infant, Nellie E. Holden, Infant, Carrie I. Holden, Infant,
William C. Holden, Infant, Ora C. Holden, Infant and Dorothy J. Holden, Infant, summoned
by reading the within writ of summons to each of them and leaving a copy of said writ with
Ida I. Holden, their mother, within whom they live; Mortuous est as to Maybelle Holden."

J. W. Yeates
Sheriff of Queen Anne's
County.

Subpoena for Respondent
to appear and answer.
Issued "to lie in office".

Seal's
Place.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

James H. Sides

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the
Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County,
on the 1st. Monday of March next, to answer the complaint of Ida I. Holden, 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 January, 1920.

Issued the 7th. day of February in the year 1920.

J. F. Rolph, Clerk.

SUGGESTION OF THE DEATH OF
MAYBELLE HOLDEN.
Filed March 1st. 1920.

Ida I. Holden, et. al.

Complainants,

vs.

Mary Louetta Holden, et al.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Cause No. 2320.

To the Honorable, the Judges of said Courts

Your Complainants, Ida I. Holden, John W. Holden and Gertrude A. Holden say;

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That since the filing of the Bill of Complaint in this cause and before the return of the summons in said cause that Maybelle Holden, Infant, has departed this life, intestate, survived by her mother, Ida I. Holden, and the following brothers and sisters: John W. Holden, Gertrude A. Holden, Mary Louetta Holden, Nellie E. Holden, Carrie I. Holden, William C. Holden, Ora C. Holden and Dorothy J. Holden.

And as in Duty.

Edwin H. Brown, Jr.
Solicitor for Complainants.

Petition of appointment
of Guardian "Ad Litem".
Filed March 1st. 1920.

Ida I. Holden, et. al.
Complainants,
vs.
Mary Louetta Holden, et. al.
Defendants.

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

To the Honorable, the Judges of said Courts:

Your Orators petitioning say:

That the processes in this case against Mary Louetta Holden, Infant; Nellie E. Holden, Infant; Carrie I. Holden, Infant; William C. Holden, Infant; Ora C. Holden, Infant and Dorothy J. Holden, Infant; have been duly returned summoned as will appear from said writs.

Your Orators therefore pray that a Guardian "Ad Litem" who has no interest except to protect the rights of said Infants may be appointed to answer and defend this suit for them.

Edwin H. Brown, Jr.
Solicitor for Petitioners.

Ordered this first day of March, in the year nineteen hundred and twenty, on the foregoing petition by the Circuit Court for Queen Anne's County in Equity, that E. M. Forman, of said County, be and he is hereby appointed Guardian "Ad Litem", for Mary Louetta Holden, Infant, Maybelle Holden, Infant; Nellie E. Holden, Infant; Carrie I. Holden, Infant; William C. Holden, Infant; Ora C. Holden, Infant; Dorothy J. Holden, Infant; to appear, answer and defend the aforesaid suit for them.

Philemon B. Hopper.

Answer of Guardian "Ad Litem".
Filed March 1st. 1920.

Ida I. Holden, et. al.
Complainants.
vs.
Mary Louetta Holden, et. al.
Defendants.

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

To the Honorable, the Judges of said Courts:

The answer of Mary Louetta Holden, Infant; Nellie E. Holden, Infant; Carrie I. Holden, Infant, William C. Holden, Infant, Ora C. Holden and Dorothy J. Holden, Infant; all under twenty one years of age, by Ezekiel M. Forman, their Guardian to the Bill of Complaint of Ida I. Holden, et. al. against them in the above entitled cause says:

That the Defendants cannot admit any of the matters and things alleged in said Bill and being Infants of tender years, submit their rights to the protection of this Court.

Ezekiel M. Forman
Guardian "Ad Litem".

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 1st. day of March, in the year nineteen hundred and twenty, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Ezekiel M. Forman, the above named Guardian "Ad Litem", and made 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.

J. F. Rolph, Clerk.

Answer of James H. Sides, Mortgagee.
Filed March 3rd. 1920.

<p>Ida I. Holden, et. al. Complainants. vs. Mary Louetta Holden, et. al. Defendants.</p>	<p>{ In the Circuit Court for Queen Anne's County In Equity.</p>
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To the Honorable, the Judges of said Court:

Your Respondent, James H. Sides, answering the Bill of Complaint exhibited against him and others in this cause says:

First: That he admits that part of the allegation in the third paragraph of said Bill that relates to him holding a mortgage on the property described in said Bill, and that said mortgage mentioned therein and of which Exhibit No. 1, is a certified copy is a lien on said tract of land mentioned therein and that the amount of said mortgage is Eight Hundred (\$800.00) Dollars, with interest from the ninth day of December, in the year nineteen hundred and nine-
teen.

Second: That he is willing that the said real estate may be sold under a decree of this Court free of the lien of said mortgage on the express condition that the said lien shall be transferred to the net proceeds therefrom as though same had been created by sale under said mortgage, and that his rights as lienor aforesaid may be protected in the distribution of the proceeds of the sale of such land.

As as in duty & c.

James H. Sides.

REPLICATION.
Filed March 3rd. 1920.

<p>Ida I. Holden, et. al. Complainants. vs Mary Louetta Holden, et. al. Defendants.</p>	<p>{ In the Circuit Court for Queen Anne's County, In Equity.</p>
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To the Honorable, the Judges of said Court:

The Plaintiffs join issue on the matters alleged in the answers of Mary Louetta Holden, Infant; Nellie E. Holden, Infant; Carrie I. Holden, Infant; William C. Holden, Infant; Ora C. Holden, Infant; Dorothy J. Holden, Infant; by and through their Guardian "Ad Litem", E. M. Forman, and the answer of James H. Sides, so far as same may be taken to deny and avoid the allegations of the Bill.

And as in duty & c.

Edwin H. Brown, Jr.
Solicitor for Complainants.

NOTICE TO TAKE TESTIMONY.
Filed March 3rd. 1920.

Ida I. Holden, et. al.
Complainants

vs.

Mary Louetta Holden,
Infant, et. al.
Defendants.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Cause No. 2320.

To Madison Brown attorney for James H. Sides and E. M. Forman, Guardian "Ad Litem".

Notice is hereby given that I will take testimony before one of the standing examiners of this Court on Saturday, March 6th. at 11:30 A. M. to support the allegations of said Bill.

Edwin H. Brown, Jr.
Solicitor for Complainants.

We hereby admit service of the above notice and consent that testimony shall be taken before one of the examiners of this Court on March 6th. 1920, to support the allegations of said Bill.

Madison Brown
Solicitor for James H. Sides.

Ezekiel M. Forman
Guardian "Ad Litem".

TESTIMONY.
Filed March 10th. 1920.

Ida I. Holden,
John W. Holden,
Gertrude A. Holden,
Complainants,

vs.

Mary Louetta Holden,
Maybelle Holden,
Nellie E. Holden,
Carrie I. Holden,
William C. Holden,
Ora C. Holden,
Dorothy J. Holden,
Infants.

and

James H. Sides, mortgagee,
Defendants.

In the Circuit Court

for

Queen Anne's County,

In Equity.

#2320.

To the Honorable, the Judges of said Court:-

Pursuant to an agreement between the respective counsel in the above entitled cause consenting that testimony should be taken before one of the Examiners of this court on March 6th. 1920, the subscriber, one of the regular Examiners for this honorable Court, did attend at my Office, in the town of Centreville, Queen Anne's County, Maryland, on the 6th day of March, 1920, at the hour of 11:30 o'clock A. M., but as the roads throughout the county were practically impassable so that know witnesses could be present your Examiner adjourned and again on the 9th day of March, 1920, your Examiner attended at the office of Edwin H. Brown Jr. in the said town of Centreville, Maryland, at the hour of 11:30 o'clock A.M., and in the presence of the respective counsel proceeded to take the following testimony, to-wit:-

Avery E. Ornett the first witness of lawful age produced on the part of the Plaintiff being duly sworn and examined deposes and says:-

Int. 1:- Please state your name, residence, age and occupation.

Ans. Avery E. Ornett, I am 25 yrs. old, I reside in Queen Anne's County, Md., near Pondtown and my occupation is farming.

Int. 2:- Where you acquainted with one Charles W. Holden? If yea, will you state if he is living or dead, and if dead when did he die?

Ans. I was acquainted with him. He is dead, he died at his home in Queen Anne's County, Md., in January 1920.

Int. 3:- Was the said Charles W. Holden, late of Queen Anne's County, the owner of any real property at the time of his death? If yea, will you please describe this property giving its location and its value.

Ans. At the time of his death he owned a farm of about 44 acres, situate in the Seventh Election District, on the right hand side of the road leading from Pondtown to Church Hill and about a half a mile from Pondtown. It is worth about \$2500.

Int. 4:- Did or not the said Charles W. Holden leave a will?

Ans. He did not so far as I know. I have always heard that he did not.

Int. 5:- Did or not the said Charles W. Holden leave a wife or any children or descendent of any child or children surviving him. If yea, will you please give their names, ages and residents.

Ans. He left a widow surviving him also nine children, the names of the children, their ages and places of residence are as follows: John Wesley Holden, 24 yrs old resides in Caroline Co., Md., Gertrude Anne Holden, age 22; Mary Louetta Holden, age 20; Nellie Elizabeth Holden age 16; Carrie Ida Holden age 13; Chas. William Holden, age 10; Ora Catherine Holden, age 7; Dorothy Julia Holden age 4; all of these reside in Queen Anne's County. Mr. Holden also left another daughter, Maybelle Holden who was 18 yrs. old but who died unmarried in February 1920. These are the only children Mr. Holden ever had except those that died in infancy. The widow's name is Ida Holden and she resides in Queen Annes County.

Int. 6:- In your judgment can the real property of which the said Charles W. Holden died seized and possessed be divided among those who are entitled to it without loss or injury. In your answer please give your reasons.

Ans. I dont think the property could be divided without and awful injury, because it is a small farm and because there are so many children, to divide it among them would be to give each such a small portion as to be of very little value; another reason is that it would be impossible to divided it so that each one's portion would be of equal value. I am sure that each one would get the most money, if the place was sold and the proceeds divided.

Examiner's Special.

I do not.

Avery E. Ornett.

Joseph E. Ringgold, the next witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, says:

Int. 1:- Please state your name, residence, age and occupation.

Ans. My name is Joseph E. Ringgold, I reside in Queen Anne's County, I am 70 yrs. of age and my occupation is Truck Farming.

Int. 2: - Where you acquainted with one Charles W. Holden? If yea, will you state if he is living or dead, and if dead when did he die?

Ans. I knew him. I have known him from boyhood. He is dead. He died at his home in Queen Anne's County, Md., near Pondtown, in January 1920.

Int. 3:- Was the said Charles W. Holden, late of Queen Anne's County, the owner of any real property at the time of his death? If yea, will you please describe this property giving its location and its value.

Ans. At the time of his death he owned a small farm in the Seventh Election District, on the road from Pondtown to Church Hill, and about a half a mile from Pondtown. I should say this farm is worth abot \$2500.

Int. 4:- Did or not the said Charles W. Holden leave a will?

Ans. None that I know of, I have always understood that he did not leave a will.

Int. 5:- Did or not the said Charles W. Holden leave a wife or any children or descendent of any child or children surviving him. If yea, will you please give their names, ages and residents.

Ans. He left a widow and nine children surviving him. One of the children, Maybell Holden, who was about eighteen yrs. old has died since her father, she having died in February 1920. She was unmarried. The widow's name is Ida Holden and she resides in Queen Anne's County, Md. The children's names, ages and places of residence are as follows; John Wesley Holden is about 24 yrs. of age and resides in Caroline County, Md; Gertrude Anne Holden is over 21 yrs of age and resides in Queen Anne's County, Md; Louetta Holden; Nellie Holden; Carrie Holden; William Holden; Ora Holden and Dorothy Holden are all under the age of twenty one years and all reside in Queen Anne's County, Md. Mr. Chas. W. Holden had no other children at the time of his death and he had no descendants of a deceased child surviving him.

Int. 6:- In your judgment can the real property of which the said Charles W. Holden died seized and possessed be divided among those who are entitled to it without loss or injury. In your answer please give your reasons.

Ans. I do not think it could be divided among the parties interested without considerable loss to them. My reason for saying this is, that the farm is a small one and it has a little wood land, some meadow land and some very poor land on it, and to divide it among the persons interested in it, would be to cut the farm up into so many parts as to make those parts practically of no value at all. The children would get more money out of the place by having it sold and the proceeds divided among them.

Examiner's special.

I do not.

Jos. E. Ringgold.

At this point Plaintiff filed with your Examiner certified copy of mortgage marked "Exhibit H #1" and asks that same be taken as a part of his testimony.

There being no further witnesses to be examined and neither party desiring further time for the production of evidence, your Examiner herewith respectfully makes his return together with his Exhibit and certifies that he was engaged as such examiner two days and examined two witnesses making costs chargeable to Plaintiff as follows:-

Charles E. Tucker, Examiner	\$8.00
Avery E. Ornett, witness \$.75 and charges \$1.10	1.85
Joseph E. Ringgold, witness \$.75 and charges \$1.10	1.85
	<u>\$ 11.70</u>

Respectfully submitted

Chas. E. Tucker
Examiner.

CERTIFIED COPY OF MTG.

"EXHIBIT No. 1".

Filed Mar. 10th. 1929.

#5969. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the eleventh day of June in the year nineteen hundred and seventeen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 9th. day of June, in the year nineteen hundred and seventeen by Charles W. Holden and Ida I. Holden, his wife, Mortgagors, of Queen Anne's County, State of Maryland, of the one part, and James H. Sides, 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 Eight Hundred (\$800.00) dollars, (being money loaned and advanced by said mortgagee to said mortgagors) for which said sum and the interest thereon the said mortgagors have passed to said mortgagee their promissory note bearing even date herewith; for said principal sum of eight hundred dollars (\$800.00), payable one year after date; with interest thereon at the rate of six per cent per annum, payable semi-annually.

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 Charles W. Holden and Ida I. Holden, his wife, do grant unto the said James H. Sides, 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; that is to say, known as a part of the "Cornelius Tract", or by whatsoever name or names the same may be known and beginning for the same at the corner of land now or formerly owned by James H. Ringgold on the road leading from Pondtown to I.B., then extending along said road west to the lot of Frank Cooper (col) thence back north to a stone at the back of said Cooper's lot; thence west across the back of said Cooper and Frank Hynson's (col) lots to a road and a stone; thence north to the land of Benjamin Godwin (and thence along the land of Benjamin Godwin east) to the land of said James H. Ringgold; thence south along said Ringgold's land to the place of beginning, containing 44 acres of land, more or less, and being the same tract of land which was conveyed to the said Charles W. Holden by Harriet L. Hill and Thomas Hill, her husband, by deed dated January 15th., 1906, and recorded in Liber S. S. No. 1, folios 96, one of the land record books for Queen Anne's County aforesaid.

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

TO HAVE AND TO HOLD the aforesaid tract or parcel of ground and premises, unto and to the proper use and benefit of James H. Sides, his heirs and assigns forever. PROVIDED that if the said Charles W. Holden and Ida I. Holden, 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 parts to be performed, then this mortgage shall be void. AND it is agreed that, until default be made in the premises the said Charles W. Holden and Ida I. Holden, 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, charges mortgage debt and interest due, the said Charles W. Holden and Ida I. Holden, 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 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 James H. Sides or S. Scott Beck, ESQ., of Chestertown, Maryland, his attorney or agent, is hereby authorized and empowered at any time after such default to sell the property hereby mortgaged in 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 previous 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 then 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 Charles W. Holden and Ida I. Holden, his wife, mortgagors, for themselves and for their heirs, personal representatives and assigns, do hereby further covenant to and with 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 a 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 James H. Sides, or his assigns, to the extent of his or their lien or claim hereunder.

AND the said mortgagors for themselves, and for their heirs, executors, administrators and assigns, do further covenant to pay unto the said mortgagee or his personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said mortgagee or his personal representatives or assigns hereunder.

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

WITNESS their hands and seals.

Test:

Jas. W. Crouch.

Charles W. Holden (SEAL)

Ida I. Holden (SEAL)

STATE OF MARYLAND,

KENT COUNTY, to wits:-

I hereby certify that on this 9th. day of June, in the year nineteen hundred and seventeen, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Charles W. Holden and Ida I. Holden, his wife, and they acknowledged the foregoing mortgage to be their act.

As witness my hand and notarial seal.

Notary
Public
Seal.

Jas. W. Crouch
Notary Public.

STATE OF MARYLAND, Kent County, to wit:-

I hereby certify that on this 9th. day of June, in the year nineteen hundred and seventeen, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared James H. Sides, 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.

Jas. W. Crouch.
Notary Public.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wits:-

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W. No. 10, folio 383 etc., a land record book for Queen Anne's County.

Notary
Public
Seal.

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

J. F. Rolph, Clerk.

DECREE.

Filed March 23rd. 1920.

Ida I. Holden, et. al.
Plaintiffs,

vs.

Mary Louetta Holden, Infant. et al.
Defendants.

In the

CIRCUIT COURT

for

QUEEN ANNE'S COUNTY, IN EQUITY.

Cause No. 2320.

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

It is thereupon, this twenty second day of March, (1920) in the year nineteen hundred and twenty, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ADJUDGED, ORDERED AND DECREED that the real estate described in said proceedings, consisting of a farm, situate, lying and being in the seventh election District of Queen Anne's County, State of Maryland, on the road from Pondtown to "I. B." adjoining the property now or formerly owned by Frank Cooper and the property of Benjamin Godwin and other, containing forty four acres of land, more or less, be sold and that the money arising therefrom be divided among those entitled thereto.

That Edwin H. Brown, Jr. 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 sureties to be approved by this Court, or the said Clerk, in the penalty of three thousand Dollars (if corporate bond be given or Six thousand dollars if personal bond be given), 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 some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: one third of the purchase money to be paid in cash on day of sale, and the balance in two equal instalments, payable in six and twelve months, respectively, from the day of sale, with interest on the deferred payments from said day of sale, or all cash on the day of sale at the option of the purchaser; all title papers, including the revenue stamps required on deeds to at the expense 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 the same, with an affidavit of the truth thereof, and of the fairness of said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money, (and not before), the said Trustee, by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said Trustee shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. The property shall be sold clear of the mortgage of J. H. Sides, but his lien is preserved as against, and to be paid out of the proceeds of sale.

Philemon B. Hopper.

BOND

Filed March 27th. 1920.

KNOW ALL MEN BY THESE PRESENTS, That we, Edwin H. Brown, Jr., of Queen Anne's County, State of Maryland, and the Maryland Casualty Company, a body corporate of the State of Maryland, duly authorized by its charter to become sole surety on bonds are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand (\$3000.00) Dollars, to be paid to the said State of Maryland or its certain named 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 sixth day of March, in the year nineteen hundred and twenty.

Whereas, By a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date the twenty second day of March, in the year nineteen hundred and twenty, and passed in a cause in said Court wherein Ida I. Holden et. al. are Plaintiffs and Mary Louetta Holden et. al. are Defendants, being cause number 2320, on the Chancery Docket of said Court, the above bounden Edwin H. Brown, Jr. has been appointed Trustee to make sale of certain real estate in the proceedings in the aforesaid cause mentioned;

NOW THE CONDITION OF ABOVE OBLIGATION IS SUCH, That if the above bounden, Edwin H. Brown, Jr. does and shall well and faithfully perform and execute the Trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

Edwin H. Brown, Jr. (SEAL)

in the presence of:-

MARYLAND CASUALTY COMPANY,

Catherine Chilcutt.

By Chas. E. Tucker,
Agent.

Seal's
Place.

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 March 27th. 1920.

J. F. Rolph, Clerk.

REPORT OF SALE:-
Filed Dec. 1st. 1920.

Ida I. Holden et. al.

vs

Mary Louetta Holden, Infant et. al.

In the Circuit Court for

Queen Anne's County,

In Equity, Chancery #2320.

To the Honorable, the Judges of said Court:

The Report of Edwin H. Brown, Jr. 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 giving notice of the time, place, manner and terms of sale by advertisements in the Centreville Record, a newspaper printed and published in Centreville, Queen Anne's County, Maryland, for more than three successive weeks before the day of sale, he did pursuant to said notice attend in front of the store of Robert H. Orem, Pondtown, Queen Anne's County, State of Maryland, on Saturday, October 23rd. 1920, at 2:30 o'clock p.m. and then and there proceeded to sell said real estate as follows, to wit:-

Your Trustee offered at public sale to the highest bidder all that valuable farm, situate, lying and being in the Seventh Election District of Queen Anne's County aforesaid, about one-half mile from Pondtown in said County, on the right side of the public road leading from Pondtown to Church Hill by way of "I.B.", adjoining the property now of formerly owned by James H. Ringgold and the property owned by Benjamin Godwin and others and containing forty four acres of land, more or less, and sold same to Joel T. McGinness and Frank S. McGinness, as tenants in common, at and for the sum of Thirteen Hundred and Twenty Five (\$1325.00) Dollars, he being then and there the highest bidder therefore.

Your Trustee further reports that Joel T. McGinness and Frank S. McGinness have paid \$800.00 in cash on account of said purchase and have given to your Trustee two notes for the balance of said purchase money payable in six and twelve months respectively from said date.

Your Trustee files herewith certificate of advertisement marked I. I. H. No. 1 as part of this report.

And your Trustee further reports that he offered said property after giving the notice required by said decree in front of the Court House Door, in the town of Centreville, on Tuesday, April 20th. 1920, and having received a bid of only Eight Hundred (\$800.00) Dollars your Trustee withdrew same considering bid inadequate and reoffered said property as above set forth.

All of which is respectfully submitted,

Edwin H. Brown, Jr.
Trustee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this first day of December, in the year nineteen hundred and twenty, before the subscribers, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Edwin H. Brown, Jr., Trustee, 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.

Ezekiel M. Forman
Justice of the Peace.

"Exhibit I.I.H. #1,
CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Dec. 1st. 1920.

TRUSTEE'S SALE OF A VALUABLE SMALL FARM

SITUATE IN THE SEVENTH ELECTION DISTRICT OF QUEEN ANNE'S
COUNTY, MD.

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the twenty-second day of March, in the year nineteen hundred and twenty, in a case in said court, wherein Ida I. Holden, et. al. are complainants and Mary Louetta Holden, infant, et. al. are defendants, said cause being No. 2320 on the Chancery docket in said court, the undersigned, as trustee, will sell at public sale, in front of the store of Robert H. Orem,

at Pondtown, Queen Anne's County, State of Maryland, on SATURDAY, OCT. 23, '20, commencing at 2.30 o'clock P.M.,

ALL THAT VALUABLE FARM situate, lying and being in the Seventh Election District of Queen Anne's County, aforesaid, about one-half mile from Pondtown, in said county, on the right side of the public road leading from Pondtown to Church Hill by way of "I.B.", adjoining the property now or formerly owned by James H. Ringgold and the property owned by Benjamin Godwin and the property of others, and containing 44 ACRES OF LAND, more or less, and being the same property whereon the late Charles W. Holden resided at the time of his death.

Improvements consist of FRAME DWELLING HOUSE and stable and necessary outbuildings.

This property is situated in a productive trucking section of Queen Anne's County, is well located in reference to towns and shipping facilities and is near churches and schools, and will make a very productive and attractive home.

TERMS OF SALE:- One-third of the purchase money to be paid in cash on day of sale, and the balance in two equal ~~monthly~~ instalments, payable in six and twelve months, respectively from the day of sale, with interest on the deferred payments from said day of sale, or all cash on the day of sale, at the option of the purchaser; all title papers, including the revenue stamps required on deeds, to be at the expense of the purchaser;

EDWIN H. BROWN, Jr.,
Trustee.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Dec. 1st. 1920.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Holden et al. vs. Holden, Infant, et al., cause #2320, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st. insertion on Sept. 25th. 1920) before the 23 day of October, in the year 1920.

THE CENTREVILLE RECORD PUBLISHING CO.,

By E. H. Brown, Jr.

N I S I.

Ida I. Holden, et al.

vs.

Mary Louetta Holden,
Infant, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2320.

ORDERED, This First day of December, A.D., 1920, that the sale of the real estate made and reported in this cause by Edwin H. Brown, Jr., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. 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 5th day of January next.

The Report states the amount of sales to be \$1325.00.

Filed December 1st. 1920.

J. F. Rolph, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed March 31st. 1922.

ORDER NISI.

Ida I. Holden, et al.,

vs.

Mary Louetta Holden, Infant, et al.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2330.

Ordered, This 1st day of December, A.D., 1920, that the sale of the real estate made and reported in this cause by Edwin H. Brown, Jr., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of January next.

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The Report states the amount of sales to be \$1325.00.

J. F. ROLPH, Clerk.
True Copy--Test:
J. F. ROLPH, Clerk.
Filed December 1st. 1920.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Mar. 30, 1922.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Holden et al. vs. Holden, et. al., a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 5th day of Jan. in the year 1921.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

FINAL ORDER OF RATIFICATION.

Ida I. Holden, et. al.

vs.

Mary Louetta Holden, Infant, et. al.

In the Circuit Court for

Queen Anne's County,

In Equity, Chancery #2319.

Ordered, this thirty first day of March, in the year nineteen hundred and twenty two, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that the sale made and reported in this cause by Edwin H. Brown, Jr., Trustee, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although the Order of Ratification Nisi appears to have been duly published.

The said Trustee is allowed the usual trustee's commissions and all expenses not personal.

Philemon B. Hopper.

REPORT AND ACCOUNT
OF SPECIAL AUDITOR.
Filed May 1st. 1924.

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

Ida I. Holden, et al.,.....plaintiffs,

Chancery

versus

Docket

Mary Louetta Holden et al.....defendants.

Cause No. 2320.

To the Honorable, the Judges of said Court:

The report of Madison B. Bordley, special auditor, unto Your Honors respectfully sets forth:

That he has stated the within audit and account as Madison Brown, the auditor general, is attorney for the defendants.

That in the within account the trustee of the cause is charged with the gross proceeds of the sales made by him and then thereout is allowed his commissions on the sales, the court costs of this cause, costs of advertising the notice of sale and several orders nisi of the cause, taxes paid by him, auctioneer and auditor's fee. That there is then allowed unto Edwin H. Brown, junior, assignee of the mortgage mentioned in the cause, the full amount of the mortgage debt paid by him to the original mortgagor at time of assignment as the original mortgageem being a party to the suit, consented to a sale clear of his lien under the mortgage. That there is a balance of \$75.35 remaining after these allowances which at request of the trustee is held subject to the future order of the court. The trustee reports that he has received \$26.48 as interest on credit sales.

Respectfully submitted,

March 7, 1924.
Filed May 1st. 1924.

Madison B. Bordley
Special Auditor

The proceeds of the sale of the real estate of John W. Holden and others in account with Edwin H. Brown, Jr., trustee named in decree passed in this cause to make sale of said real estate.

		Cr:	
1920.			
23 Oct:	By gross proceeds of the said sale, per the report of the trustee filed in this cause, to wit:		\$1325.00
		Drs:	
*****	To Edwin H. Brown, junior, for his commissions for making the sale, per rule of court,	\$87.00	
	To do., for the costs of advertising in Centreville Record notices of sale mentioned in report of sale and other notices of sale, per receipted account for same filed,	89.50	
	To do., for the costs of these proceedings as taxed by clerk of court (per statement) due to the clerk of the court,	38.25	
	to J. W. Yeates, sheriff,	4.20	
	to E. H. Brown, Jr., appear. fee,	10.00	
	to Madison Brown, appear. fee,	10.00	
	to E. M. Forman, guardian ad litem,	4.00	
	to C. E. Tucker, examiner,	8.00	
	to witnesses before examiner,	3.70	78.15
	To do., for amount paid to J. E. Anthony for auctioneering the sale, per his receipt for the sale, to wit:		15.00
	To do., for the amount paid to W. T. Keating, county treasurer, for state and county taxes on land sold for year 1920, per receipt of said treasurer:		35.90
	To do., for the costs of his bond paid to the corporate surety on said bond for 4 years,:		40.00
	To do., for the costs of advertising the order nisi to be passed in relation to this account:		3.00
	To Madison B. Bordley, special auditor, for stating this account, sum of		4.50
	To Edwin H. Brown, junior, assignee of a mortgage from Charles W. Holden mentioned in said cause to James H. Sides, who assigned said mortgage December 21, 1921, to said Edwin H. Brown, junior, trustee, for the amount due under said mortgage at time of assignment, per mortgage with verified statement attached exhibited appears, to wit:		896.60
	To balance, subject to future order of court:	75.35	
		\$1325.00	\$1325.00

March 7, 1924.
Filed May 1st. 1924.

Madison B. Bordley,
Special Auditor.

NISI RATIFICATION OF AUDIT.

Ida I. Holden, et al.

vs.

Mary Louetta Holden, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2320.

ORDERED, This 1st. day of May in the year nineteen hundred and twenty four, that

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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 27th day of May, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 19th day of May, 1924, in some newspaper printed and published in Queen Anne's County.

Filed May 1st. 1924.

B. Hackett Turner, Clerk.







131368

Chancery Cause #2780.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 23rd. day of May, in the year nineteen hundred and twenty-nine, the following Order to Docket Suit was filed for record, to wit:

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

HIRAM BISCOE and
CARRIE BISCOE, 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 the papers of said cause a certified copy of the mortgage from Hiram Biscoe and Carrie Biscoe, his wife, to J. Frank Harper, dated September 13th. 1924, and of the assignment of said mortgage from the said J. Frank Harper to William R. Horney, dated April 20th. 1929, said mortgage and assignment being recorded in Liber B. H. T. No. 2, folios 310 etc., a land record book for Queen Anne's County, State of Maryland.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt secured by said mortgage and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc.

William R. Horney
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENT.

#10,856. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the fifteenth day of September, in the year nineteen hundred and twenty four, the following Mortgage was brought to be recorded, to wits:-

THIS MORTGAGE, made this thirteenth day of September, in the year nineteen hundred and twenty four, by Hiram Biscoe and Carrie Biscoe, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Hiram Biscoe is justly indebted unto J. Frank Harper, of Queen Anne's County aforesaid, for money this day loaned to him in the full sum of thirty five hundred dollars (\$3,500.00) which said sum of thirty five hundred dollars is loaned and advanced to him by the said J. Frank Harper for the purpose of enabling the said Hiram Biscoe to pay the balance of the purchase money for the hereinafter described property sold to said Hiram Biscoe by Charles E. Tucker, assignee of Mortgage and vendor, and conveyed to him by the said Charles E. Tucker, assignee of Mortgage, and vendor, by deed bearing even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this Mortgage, to the payment of which said balance of said purchase money the aforesaid sum of thirty five hundred dollars has been fully applied by the said Hiram Biscoe;

AND WHEREAS it is hereby agreed by and between the parties to this mortgage that the said sum of thirty five hundred dollars shall be repaid to the said J. Frank Harper, in the following manner, that is to say: the sum of two hundred and fifty dollars (\$250.00) thereof, shall be repaid to the said J. Frank Harper at the expiration of one year from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the said date of this Mortgage at the rate of six per centum per annum, the sum of two hundred and fifty dollars (250.00) thereof shall be repaid to the said J. Frank Harper at the expiration of two years from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the said date of this mortgage at the rate of six per centum per annum, and the sum of three thousand dollars (\$3,000.00) thereof shall be repaid to the said J. Frank Harper at the expiration of three years from the said date of this mortgage, with interest thereon in the meantime payable semi-annually from the said date of this mortgage at the rate of six per centum per annum;

AND WHEREAS, the said loan was made upon the express precedent agreement that the aforesaid principal sum of thirty five hundred dollars (\$3,500.00) and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times respectively hereinbefore set forth, were to be secured and assured by this Mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that for and in consideration of the premises and of the sum of one dollar, the said Hiram Biscoe and Carrie Biscoe, his wife, do hereby grant and convey unto the said J. Frank Harper, his heirs and assigns, in fee simple, all that tract of land or farm known as Tottingham, the Waldron Farm, or by whatsoever other name or names the same may be called or known, situate, lying and being in Spaniard's Neck, in the third election district of Queen Anne's County, State of Maryland, adjoining on one side the land of Charles A. Busted, the land of the heirs of the late Bowers Payne, and the land of William J. Barton, formerly of Henry Paca, on another side the land of Annie Chambers, formerly of A. Howard Johnson and John T. Bruehl, on another side the land of Blanche Harman Eaton and Charles Q. Snyder, formerly of the late Charles E. Harman, and the lands of the late Peter Pierce and Philip Frazier, and on the other side the land of Arthur L. Deaton, formerly of the late Charles Ayres, the land known as the Charles Tolson property, and the lands of others, and containing one hundred acres of land, more or less; being the same land which was conveyed to the said Hiram Biscoe by Charles E. Tucker, assignee of Mortgage and vendor, 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 further 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 Hiram Biscoe, his heirs, executors, administrators or assigns, shall well and truly pay to the said J. Frank Harper, his executors, administrators or assigns, the aforesaid sum of thirty five hundred dollars (\$3,500.00), when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid, when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid, when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Hiram Biscoe, his heirs and assigns shall possess said property. And the said Hiram Biscoe, for himself, his heirs, executors, administrators and assigns, hereby 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 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 William R. Horney, 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 Hiram Biscoe 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 J. Frank Harper, his executors, administrators or assigns, or William R. Horney, 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 Hiram Biscoe, for himself, his heirs, executors, administrators and assigns hereby covenants to pay.

Witness the hands and seals of the said Mortgagors:

TEST: Bertha G. Durney.

Hiram Biscoe (SEAL)

Carrie Biscoe (SEAL)

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

I hereby certify that on this thirteenth day of September, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, duly commissioned and qualified according to law, personally appeared Hiram Biscoe and Garrie Biscoe, his wife, and did each acknowledge the foregoing Mortgage to be their respective act.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year last above written.

Notary
Public
Seal.

Bertha G. Durney,
Notary Public.

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

I hereby certify that on this thirteenth day of September, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, duly commissioned and qualified according to law, personally appeared 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 bona fide as therein set forth.

In testimony whereof, I have hereunto subscribed my name and affixed my Notarial seal the day and year last above written.

Notary
Public
Seal.

Bertha G. Durney,
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the twenty-third day of May, in the year Nineteen Hundred and twenty-nine, 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 twentieth day of April, nineteen hundred and twenty nine.

Test: Spencer Wright.

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 B.H.T. #2, folios 310 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 23rd. day of May, 1929.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fifteenth day of June, in the year 1929, 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 Four Thousand Dollars (\$4,000.00), 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 fifteenth day of June, in the year nineteen hundred and twenty nine.

WHEREAS, a certain mortgage from Hiram Biscoe and Carrie Biscoe, his wife, to J. Frank Harper, bearing date the thirteenth day of September, nineteen hundred and twenty four, and recorded in Liber B.H.T. No. 2, folios 310 etc., a land record book for Queen Anne's County aforesaid, has been by the said J. Frank Harper, duly assigned to the said William R. Horney by assignment bearing date the twentieth day of April, nineteen hundred and twenty nine, and recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounded William R. Horney, the assignee of said mortgage 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 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:
Hilda T. Seward.

Seal's
Place.

William R. Horney (SEAL)
UNITED STATES FIDELITY
AND GUARANTY COMPANY
By William R. Horney
Its Attorney in fact.

Attest: Hilda T. Seward.

And on the back of the foregoing Bond was thus endorsed, to wits:-
Security approved and Bond filed June 15th. 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. 33, 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 June, in the year 1929.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed June 18th. 1929.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

HIRAM BISCOE and
CARRIE BISCOE, his wife,
Mortgagors.

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

Cause No. 2780.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage hereinafter described, to your Honors, respectfully sets forth:

1. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debt secured by said mortgage and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof, the said mortgage being as follows, to wits: the mortgage from Hiram Biscoe and Carrie Biscoe, his wife, to J. Frank Harper, bearing date the 13th day of September, 1924, and recorded in Liber B. H. T. No. 2, folios 310 etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was, on the 20th day of April, 1929, duly assigned to the said William R. Horney by the said J. Frank Harper by assignment duly 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.

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2. That prior to the sale hereinafter mentioned of the mortgaged property, the said William R. Horney, 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 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 William R. Horney, Assignee of Mortgage, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the eighteenth day of June, nineteen hundred and twenty nine, 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 tract of land or farm, known as "Tottingham", the "Waldron Farm", or by whatsoever other name or names the same may be called or known, situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, adjoining the land of (or formerly of) Charles A. Busteed, William J. Barton and others, and containing one hundred (100) acres of land, more or less, 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, or the aggregate sum of TWENTY FIVE HUNDRED DOLLARS (\$2,500.00), 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 Assignee that the purchaser would be given possession upon the ratification of the sale by the Court, and would have the privilege of going on the premises to work and harvest crops; that the purchaser would be required to pay all of the State and County taxes levied for the year 1929; that the purchaser would receive the whole of all crops then growing on said farm, but must provide for working and harvesting said crops; that the fire insurance on the buildings on said farm would be adjusted as of the day of sale; and that all title papers would be at the expense of the purchaser.

5. That the said J. Frank Harper has complied with the terms of sale.

Respectfully submitted,

William R. Horney
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 18th day of June, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true to the best of his knowledge and belief, and that the said sale therein reported was fairly made.

\$2,500.00. Filed June 18th. 1929.

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

"EXHIBIT A".
Certificate of Publication
of Advertisement of Sale.
Filed June 18th. 1929.

ASSIGNEE'S SALE OF VALUABLE SMALL FARM.

Default having occurred in the terms of the mortgage from Hiram Biscoe and Carrie Biscoe, his wife, to J. Frank Harper, dated September 13th. 1924, and recorded in Liber B. H. T. No. 2, folios 310 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, JUNE 18, 1929, beginning at the hour of 1.00 o'clock p.m., the following described real estate, to wit:

ALL that tract of land or farm, known as "Tottingham", the "Waldron Farm", or by whatsoever other name or names the same may be called or known, situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, adjoining the land of (or formerly of) Charles A. Busteed, William J. Barton and others, and containing 100 ACRES OF LAND, more or less.

The improvements consist of a two-story frame dwelling, barn, stable, poultry house and other outbuildings.

This is an ideal small farm and is suitable to the production of all crops. It has about 20 acres of woodland.

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, 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.

WILLIAM R. HORNEY,
Assignee of Mortgage.
HARPER & HORNEY, Attorneys.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., June 18th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of "William R. Horney, Assignee of Mortgage, vs. Hiram Biscoe and Carrie Biscoe, 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 having been made on the 25th day of May, 1929, more than twenty days before the 18th day of June, in the year 1929.

"EXHIBIT A".

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed June 18th. 1929.

By Margaret E. Durney.

N I S I

William R. Horney,
Assignee of Mortgage,

vs.

Hiram Biscoe and
Carrie Biscoe, his wife,
Mortgagors.

{ IN THE CIRCUIT COURT
{ FOR QUEEN ANNE'S COUNTY
{
{ IN EQUITY.
{ CHANCERY NO. 2780.

ORDERED, This Eighteenth day of June, A.D., 1929, 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 22nd 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 22nd day of July next.

The Report states the amount of sales to be \$2500.00.

Filed June 18th. 1929.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Aug. 19th. 1929.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

HIRAM BISCOE and
CARRIE BISCOE, his wife,
Mortgagors.

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

Cause No. 2780.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debt and interest, owing as of the day of sale, under the mortgage from Hiram Biscoe and Carrie Biscoe, his wife, to J. Frank Harper, bearing date 13th day of September, 1924, and recorded in Liber B. H. T. No. 2, folios 310, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned by the said J. Frank Harper to the said William R. Horney, by assignment bearing date the 20th day of April, 1929, and recorded at the foot of said mortgage.

Amount of the principal mortgage debt as evidenced by the said mortgage attached hereto, to wit:

\$3,500.00

Amount of interest on same from September 13th. 1927, to June 18th. 1929, (the date of the sale of the real estate made and reported in this cause), to wit:

370.30

Total amount of principal mortgage debt and interest owing as of the said 18th day of June, 1929,

\$3,870.30

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

I HEREBY CERTIFY that on this 19th day of August, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

Filed Aug. 19th. 1929.

B. Hackett Turner
Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Aug. 27th. 1929.

ORDER NISI

William R. Horney, Assignee of Mortgage,
vs.

Hiram Biscoe and Carrie Biscoe, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2780.

ORDERED, This eighteenth day of June, A. D., 1929, 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 22nd 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 22nd day of July next.

The Report states the amount of sales to be \$2500.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed June 18th. 1929.

THE CENTREVILLE RECORD.

Centreville, Md., Aug. 27, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Wm. R. Horney, Assignee of Mortgage vs. Hiram Biscoe & Carrie Biscoe, his wife, Mortgagors, Chy #2780, 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 22 day of July, in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Aug. 27-1929.

By Lida Hopkins.

ORDER OF COURT RATIFYING SALE.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

HIRAM BISCOE and
CARRIE BISCOE, his wife,
Mortgagors.

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

Cause No. 2780.

ORDERED, this 27th day of August, 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 of the real estate made by William R. Horney, Assignee of Mortgage, and reported by him in the above cause, be and the same is hereby 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 eighteenth day of June, nineteen hundred and twenty nine; and the said William R. Horney, Assignee of Mortgage as aforesaid, is allowed the commissions and all expenses, not personal, which are provided for by the mortgage and for which he shall produce vouchers to the Auditor of this Court.

Filed Aug. 28th. 1929.

Thomas J. Keating.

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

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

William R. Horney,
assignee of mortgage,

vs.

Hiram Biscoe and
Carrie Biscoe, his wife,
mortgagors.

Cause 2780.

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 examination of the proceedings of the above entitled cause that the mortgage sale therein mentioned did not procure enough to pay the costs of sale and the debt in full.

That in the within account the auditor has charged William R. Horney, the party making the sale with the gross amount of the sale made by him and then thereout allowed unto him as follows: his commissions for making the sale per terms of the mortgage; the court costs of the proceeding, the cost of his bond, the charges of the auctioneer and cost of advertising notices of sale, and the several orders nisi of the cause, and taxes due by the mortgagor on the mortgaged property for the year 1928, per the vouchers of the vendor exhibited to the auditor, the fee of the auditor and in conclusion the balance remaining after these allowances on account of his mortgage claim.

That the auditor has made and appends to the account a statement between the mortgagor debtor and the assignee of the mortgage showing the balance due under the mortgage after the application thereto of the above balance.

Respectfully submitted.

September 18, 1929.

Madison Brown
auditor.

Cause 2780.

The proceeds of the sale of the mortgaged real estate of Hiram Biscoe, mortgagor, in account with William R. Horney, assignee of the mortgage mentioned in the above cause, vendor making the mortgage sale under the power of sale contained in said mortgage.

1929.

Gr.

June 18 By the gross amount of the mortgage sale so made, per report
of sale filed in the cause, to wit: the sum of

\$2,500.00

Dr.

" To William R. Horney, vendor as aforesaid, for his commissions for making the sale, per terms of the mortgage, to wit: the sum of	\$145.00	
" To do., for the Court costs of this cause, per Clerk's statement, as follows, to wit:		
Appear. fee. of plaintiff's solicitor,	\$10.00	
Costs of B. H. Turner, Clerk, paid to him, per receipted statement, to wit:	<u>18.50</u>	28.50
To do., for the cost of his bond filed herein paid to the corporate surety on the bond, per account for same receipted exhibited, to wit: the sum of		12.00
To do., for the amount paid J. E. Anthony for his services as auctioneer at the sale, per his receipt for same exhibited, to wit:		10.00
To do., for the cost of advertising in The Centreville Observer the notice of sale and order as to audit, per account for same receipted exhibited, to wit: the sum of		23.00
To do., for the cost of advertising in The Centreville Record the order nisi as to the sale, per account for same receipted, exhibited, to wit: the sum of		5.00
To do., for the amount of state and county taxes on real estate sold for 1928 paid to F. C. Stevens, Treasurer, per account for same receipted exhibited, to wit: the sum of		89.95
To Madison Brown, auditor, for stating this account,	4.50	
	<u>317.95</u>	
To William R. Horney, assignee of this mortgage, in part of his mortgage claim due on day of sale, this balance, to wit: the sum of		<u>2,182.05</u>
	\$2,500.00	\$2,500.00

September 18, 1929.

Madison Brown
auditor.

Cause 2780.

Hiram Biscoe, mortgagor, in account with William R. Horney, assignee of the mortgage mentioned below,

Dr.

1929	
June 18	To amount due by him on June 18, 1929, day of sale of mortgaged property sold under this cause, under the mortgage from him to J. Frank Harper dated September 13, 1924, and recorded in Liber B.H.T. No.2, a land record book of Queen Anne's County, on folio 310, per statement of mortgage debt filed in the above cause, to wit: the sum of
	\$3,870.30

Cr.

By amount distributed unto the said William R. Horney as said assignee on account of his mortgage claim in the above account or audit, to wit: the sum of	<u>2,182.05</u>
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Dr.

To balance due under said mortgage bearing interest from June 18, 1929, to wit: sum of	\$1,688.25
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September 18, 1929.

Madison Brown
auditor.

NISI RATIFICATION OF AUDIT.

William R. Horney,
Assignee of mortgage,

vs.

Hiram Biscoe and
Carrie Biscoe, his wife,
Mortgagers.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2780.

ORDERED, This 19th day of September, 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 October, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 8th. day of October, 1929, in some newspaper printed and published in Queen Anne's County.

Filed Sept. 19th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Oct. 16th. 1929.

NISI RATIFICATION OF AUDIT.

WILLIAM R. HORNEY, ASSIGNEE OF MORTGAGE,
vs.

HIRAM BISCOE AND CARRIE BISCOE, HIS WIFE, MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2780.

ORDERED, This 19th day of September 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 October, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of October, 1929, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy Test:-

B. HACKETT TURNER, Clerk.

Filed September 19th. 1929.

THE CENTREVILLE OBSERVER.

Centreville, Md., October 16th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee of Mortgage, vs. Hiram Biscoe and Carrie Biscoe, his wife, Mortgagers, Chancery Cause No. 2780, 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 in said newspaper on the 21st day of September, 1929, more than two weeks before the 8th day of October, in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Oct. 16th. 1929.

By Margaret E. Durney.

CERTIFICATE OF CLERK.

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that all Clerk's costs accrued in the case of "William R. Horney, Assignee of Mortgage, vs. Hiram Biscoe and Carrie Biscoe, his wife, Mortgagers", being Cause No. 2780 on the Chancery Docket of said Court, up to and including the final ratification of the sale and the cost of recording such papers as are by law proper to be recorded have been paid.

DATED - Oct. 16th. 1929.

B. Hackett Turner
Clerk.

FINAL ORDER OF RATIFICATION.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

HIRAM BISCOE and
CARRIE BISCOE, his wife,
Mortgagors.

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

Cause No. 2780.

ORDERED, this 16th. day of October, 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 this cause on the nineteenth day of September, nineteen hundred and twenty nine, as required by the Order of Ratification Nisi of said audit passed on said date, and the said William R. Horney, Assignee of Mortgage, is hereby directed to apply the proceeds of sale, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

Filed Oct. 17th. 1929.

Thomas J. Keating.

8931368





CHANCERY CAUSE #2775.

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

WILLIAM R. HORNEY,
Assignee of mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, 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 the papers of said cause a certified copy of the mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to George A. Whiteley, dated January 7th, 1919, and recorded in Liber J. F. R. No. 1, folios 475, etc., a land record book for Queen Anne's County, State of Maryland, said mortgage having been duly assigned to William R. Horney by mesne assignments duly recorded at the foot of said mortgage.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt secured by said mortgage and by reason of the non-payment of the interest covenanted to be paid upon the said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc.,

William R. Horney
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE.
Filed May 1st, 1929.

#6776. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the ninth day of January, in the year nineteen hundred and nineteen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, Made this seventh day of January, in the year nineteen hundred and nineteen, by Dorsey J. Robinson and Lelia M. Robinson, his wife, Talbot County, in the State of Maryland.

WHEREAS, the said Dorsey J. Robinson and Lelia M. Robinson, his wife, are jointly and severally indebted unto George A. Whitely of Queen Annes County in the State of Maryland, in the full sum of Thirty Five Hundred Dollars (\$3500.00), for balance of unpaid purchase money for the real estate hereinafter described and conveyed; and

Whereas, the said Dorsey J. Robinson and Lelia M. Robinson, his wife, have agreed and do hereby agree to pay unto said George A. Whitely, his personal representatives or assigns, said sum of Thirty Five Hundred Dollars (\$3500.00), at the expiration of three years from the date hereof and to pay the interest thereon, in the meantime, semiannually from the date hereof, the payment of which said principal sum and interest it was agreed should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the said sum of Thirty Five Hundred Dollars (\$3500.00), the said Dorsey J. Robinson and Lelia M. Robinson, his wife, do hereby grant and convey unto the said George A. Whitely, his heirs and assigns, in fee simple, the following real estate, to wit:

ALL that tract of land or farm, known as "The Meredith Farm", "The Clough Farm", or "The Finley Farm", or by whatsoever other name or names the same may be known or called, situate in the Second Election District of Queen Anne's County, Maryland, on the right or south side of the public road leading from Starkey's Corner to Price Station and on the right or West side of the public road leading from the aforesaid Starkey's Corner - Price Station Road to the Clannahan Shops - Hayden Station Road, adjoining the lands of Rev. John Smith, the lands of the estate of Emory T. Clough, deceased, and the lands of others, containing one hundred and twenty three acres, two rods and twenty perches of land, more or less, being the same and all the land described in the deed to the said Dorsey J. Robinson and Lelia M. Robinson, his wife, dated the seventh day of January, in the year nineteen hundred and nineteen, and to be recorded among the land record books for Queen Anne's County immediately preceding this mortgage and to which said deed and the references therein contained reference is hereby specially made.

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

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

PROVIDED, that if the said Dorsey J. Robinson and Lelia M. Robinson, his wife, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said George A. Whitely, his executors, administrators or assigns, the aforesaid sum of Thirty Five Hundred Dollars and all interest to accrue thereon when and as the same shall become due and mature 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 Dorsey J. Robinson and Lelia M. Robinson, his wife, their heirs and assigns, shall possess said property.

AND the said Dorsey J. Robinson and Lelia M. Robinson, his wife, for themselves and each of them and for their and each of their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said George A. Whitely, 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 A. Whitely, 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 Annes 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 George A. Whitely, his executors, administrators or assigns, or THOMAS J. KEATING, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Dorsey J. Robinson and Lelia M. Robinson, his wife, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS THE HANDS AND SEALS OF THE GRANTORS:

Test:

Elma Fleming.

Dorsey J. Robinson (SEAL)

Lelia M. Robinson (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I hereby certify that on this 7th. day of January in the year nineteen hundred and nineteen, before the subscriber, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Dorsey J. Robinson and Lelia M. Robinson, his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed.

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

Notary
Public
Seal.

Elma Fleming

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 nineteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared George A. Whitely 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 twelfth day of January, in the year 1920, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and foregoing mortgage to Alice B. Whiteley.

Witness my hand and seal this twelfth day of January, in the year nineteen hundred and twenty.

Test: Bertie W. Turner.

Geo. A. Whiteley (SEAL)

Queen Anne's County, to wit: Be it remembered that on the first day of May, in the year nineteen hundred and twenty nine, the following Assignments were brought to be recorded, to wit:

For value received, I, Alice B. Whiteley, do hereby transfer and assign the within and foregoing mortgage unto Charles M. West, with interest from the 30th. day of January, nineteen hundred and twenty nine, without recourse or guarantee.

Witness my hand and seal this 1st. day of May, in the year nineteen hundred and twenty nine.

Test:- Wm. R. Horney.

Alice B. Whiteley (SEAL)

For value received, I, Charles M. West, do hereby transfer and assign the within and foregoing mortgage unto William R. Horney, with interest from the 30th. day of January, nineteen hundred and twenty nine, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal, this 1st. day of May, in the year nineteen hundred and twenty nine:

Test: Sarah L. Wright.

Charles M. West (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, folios 475 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 1st. day of May, in the year one thousand nine hundred and twenty nine.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed May 23rd. 1929.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty third day of May, in the year 1929, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of five thousand dollars (\$5000.00), 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 third day of May, in the year nineteen hundred and twenty nine.

WHEREAS, a certain mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to George A. Whiteley, bearing date the seventh day of January, nineteen hundred and nineteen, and recorded in Liber J.F.R. No. 1, folios 475 etc., a land record book for Queen Anne's County aforesaid, has been by mesne assignments duly assigned to the said William R. Horney, which said assignments are recorded among said land records at the foot of said mortgages:-

AND WHEREAS, the above bounden, William R. Horney, the assignee of said mortgage as aforesaid, is about to execute the power of sale contained in 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, 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:-

Hilda T. Seward.

Attest: Hilda T. Seward.

Seal's
Place.

William R. Horney (SEAL)

United State 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 May 23rd. 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. 29, 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 23rd. day of
May, in the year 1929.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed May 29th. 1929.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife,
Mortgagors.

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

Cause No. 2775.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage hereinafter described, to your Honors, respectfully sets forth:

1. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debt secured by said mortgage and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to George A. Whiteley, bearing date the seventh day of January, nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 1, folios 475 etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned to the said William R. Horney by mesne assignments duly recorded at the foot of said mortgage. A copy of said mortgage and of the 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 William R. Horney, 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 Centreville Record, and The Centreville Observer, 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, Assignee of Mortgage, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the twenty eighth day of May, nineteen hundred and twenty nine, at the hour of one-third 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 tract of land or farm, known as "The Meredith Farm", "The Clough Farm" or "The Finley Farm", or by whatsoever other name or names the same may be known or called, situate in the Second Election District of Queen Anne's County, Maryland, on the right or south side of the public road leading from Starkey's Corner to Price Station and on the right of west side of the public road leading from the aforesaid Starkey's Corner-Price Station road to the Clannahan Shops-Hayden Station road, adjoining the lands of Rev. John Smith, the lands of the estate of Emory T. Clough, deceased, and the lands of others, and containing one hundred twenty three (123) acres, two (2) rods and twenty (20) perches of land, more or less, and sold the same to Charles M. West, of Queen Anne's County aforesaid, at and for the sum of Thirty Eight Dollars (\$38.00), per acre, or the aggregate sum of FORTY SIX HUNDRED NINETY SEVEN DOLLARS AND SEVENTY FIVE CENTS (\$4,697.75), 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 Assignee that the purchaser would be given possession upon the ratification of the sale by the Court, and would have the right of going on the premises to work and harvest crops; that the purchaser would be required to pay all of the State and County taxes levied for the year nineteen hundred and twenty nine; that the purchaser would receive the whole of all crops then growing on said farm, but must provide for working and harvesting said crops; that the fire insurance on the buildings on said farm would be adjusted as of the day of sale; and that all title papers would be at the expense of the purchaser.

5. That the said Charles M. West has complied with the terms of sale.

Respectfully submitted,

William R. Horney
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 29th. day of May, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the 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 29th. 1929.

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

EXHIBIT A.
CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed May 29th. 1929.

ASSIGNEE'S SALE OF A VALUABLE FARM.

Default having occurred in the terms of the mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to George A. Whiteley, dated January 7th. 1919, and recorded in Liber J. F. R. No. 1, folios 475 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, MAY, 28, '29, beginning at the hour of 1.30 o'clock p.m., the property conveyed by said mortgage, consisting of:

All that tract of land or farm, known as "The Meredith Farm", "The Clough Farm", or "The Finley Farm", or by whatsoever other name or names the same may be known or called, situate, in the Second Election District of Queen Anne's County, Maryland, on the right or south side of the public road leading from Starkey's Corner to Price Station and on

the right or west side of the public road leading from the aforesaid Starkey's Corner-Price Station road to the Clannahan Shops-Hayden Station road, adjoining the lands of Rev. John Smith, the lands of the estate of Emory T. Clough, deceased, and the lands of others, containing 123 ACRES, 2 ROODS AND 20 PERCHES of land, more or less.

The improvements consist of a large dwelling house, barn and stable in fair condition. About 30 to 35 acres in fine wheat will be sold with the farm, the purchaser to get all of same. And about 25 acres is being plowed for corn.

This farm is located about one mile from the state road and is in a high state of cultivation adapted to any kind of crop.

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, 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.

WILLIAM R. HORNEY,
Assignee of Mortgage.
Harper & Horney, Attorneys;
J. Elmer Anthony, Auctioneer.

NOTE- A fair loan may be secured on this property by the purchaser.

THE CENTREVILLE OBSERVER.

Centreville, Md., May 29th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the ASSIGNEE'S SALE in the case of "William R. Horney, Assignee of Mortgage, vs. Dorsey J. Robinson and Lelia M. Robinson, 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 of said advertisement having been made in said newspaper on May 4th. 1929, more than twenty days before the 28th day of May, in the year 1929.

"EXHIBIT A".

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed 5/29/29.

By Margaret E. Durney.

N I S I.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, HIS WIFE,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2775.

ORDERED, This 29th. day of May, A. D. 1929, 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 1st day of August, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 1st day of July next.

The Report states the amount of sales to be \$4,697.75.

Filed May 29th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Aug. 6th. 1929.

ORDER NISI.

William R. Horney, Assignee of Mortgage,
vs.

Dorsey J. Robinson and Lelia M. Robinson, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2775.

ORDERED, This 29th day of May, A. D., 1929, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of mortgage, be ratified and con-

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firmed, unless cause to the contrary thereof be shown on or before the 1st day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 1st day of July next.

The report states the amount of sales to be \$4,697.75.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed May 29th. 1929.

THE CENTREVILLE RECORD.

CENTREVILLE, MD. Aug. 6, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of William R. Horney, Assignee of Mortgage, vs. Dorsey J. Robinson & Lelia M. Robinson, his wife, Mortgagors in Chancery #2775, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 1st. day of July, in the year 1929.

THE CENTREVILLE PUBLISHING CO.

By Wm. P. Brown.

FINAL ORDER RATIFYING SALE.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife,
Mortgagors.

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

Cause No. 2775.

ORDERED, this sixth day of August, 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 of the real estate made by William R. Horney, Assignee of Mortgage, and reported by him in the above cause, be and the same is hereby 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 twenty ninth day of May, nineteen hundred and twenty nine; and the said William R. Horney, Assignee of Mortgage as aforesaid, is allowed the commissions and all expenses, not personal, which are provided for by the mortgage and for which he shall produce vouchers to the Auditor of this Court.

Thomas J. Keating.

Filed Aug. 6th. 1929.

STATEMENT OF MORTGAGE DEBT.
Filed July 24th. 1929.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife,
Mortgagors.

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

Cause No. 2775.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debt, interest, etc., owing as of the day of sale, under the mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to George A. Whitely, bearing date the 7th day of January, 1919, and recorded in Liber J. F. R. No. 1, folios 475 etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned to the said William R. Horney by mesne assignments duly recorded at the foot of said mortgages:

Amount of the principal mortgage debt as evidenced by the said mortgage attached hereto, \$3,500.00

Amount of interest on same from the 30th day of January, 1929, to the 28th day of May, 1929 (the date of the sale of the real estate made and reported in this cause), 68.83

Amount of the insurance premium on the policy of fire insurance for the sum of \$4,650.00 on the improvements on the mortgaged property for the period of one year from the 18th day of February, 1929, 33.90

\$3,602.73

Credit by the amount of the proportionate part of the insurance premium on the policy of insurance mentioned above for the period from the 28th day of May, 1929, (the date of the sale of the real estate made and reported in this cause) to the date of the expiration of said policy, 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,

24.60

\$3,578.13

Amount of commissions due William R. Horney, attorney at law, in whose hands the mortgage had been placed for collection, that is to say: 5% on the sum of \$3,578.13,

178.91

Total amount of principal mortgage debt, interest, etc., owing as of the said 28th day of May, 1929,

\$3,757.04

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

I HEREBY CERTIFY that on this 24th. day of July, July, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

B. Hackett Turner
 Clerk.

REPORT AND ACCOUNT OF THE AUDITOR.
 Filed Sept. 10th. 1929.

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

William R. Horney,
 assignee of mortgage,

vs.

Cause No. 2775.

Dorsey J. Robinson, and
 Lelia M. Robinson, his wife,
 mortgagors.

To the Honorable, the Judges of said Court:

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

That it appears from the proceedings of the cause and the statement of sale furnished by the plaintiff the proceeds of the sale made in this cause are more than sufficient to pay the mortgage debt and costs incident to the sale, and, therefore, there is a surplus from the sale to remain subject to the future order of this court.

That in the within account stated by the auditor, William R. Horney, the vendor making the sale herein reported, is charged with the gross amount of the sale made by him, and is then thereout allowed as follows:

- his compensation for making this sale in accordance with the terms of the mortgage;
- the cost of advertising the notice of sale in two newspapers, per receipts for the same exhibited to the auditor;
- the court costs of the cause, per statement of Clerk;
- the amount paid the auctioneer for crying the sale, per his receipt exhibited to the auditor;
- the cost of advertising the two orders nisi of the cause;
- the fee of the auditor;
- the mortgage claim, per statement of mortgage debt filed, as of the day of sale, in full.

That after these allowances there remains the sum of \$552.30 as the surplus mortgage sales to be disposed of by the future order of this court.

Respectfully submitted.

Madison Brown
 auditor.

September 10, 1929.
 Filed Sept. 1929.

Cause 2775.

The proceeds of the sale of the mortgaged real estate of Dorsey J. Robinson and Lelia M. Robinson, his wife, mortgagors, in account with William R. Horney, assignee of the mortgage mentioned in the above cause, and as such vendor of the mortgaged real estate sold in this cause under the power of sale contained in said mortgage.

May 28, 1929.

Cr.

By the gross amount of the sale of said real estate per report of sale filed May 29, 1929, to wit: \$4,697.75

Dr.

To William R. Horney, vendor, for his commissions for making the mortgage sale, per terms of the mortgages:	\$232.91	
To do., for the court costs of this cause, per Clerk's statement exhibited as follows, to wit:		
Appearance fee of plaintiff's solicitor	\$10.00	
Costs of the Clerk,	<u>21.00</u>	31.00
To do., for the cost of his bond filed herein with corporate surety thereon for one year, per receipted statement of corporate surety exhibited, to wit:		115.00
To do., for the amount paid J. E. Anthony as auctioneer at sale made, for his services, per his receipt for same exhibited, to wit: the sum of		10.00
To do., for the cost of advertising the mortgage sale in The Centreville Record, paid to the publishers of said Record, per account for same with a receipt thereon exhibited, to wit: the sum of		37.50
To do., for the cost of advertising in the same newspaper the order nisi on the report of sale and the order nisi to be passed and published as to this report and account, to wit: the sum of		8.00
To do., for the cost of advertising the sale made in The Centreville Observer, per account for same with a receipt thereon exhibited, to wit: the sum of		45.00
To Madison Brown, auditor, for stating this account the sum of	9.00	
	<u>388.41</u>	
To William R. Horney, assignee of the mortgage, for the amount of the debt and mortgage claim due under said mortgage on day of sale, per statement of mortgage debt filed, to wit: the sum of	3,757.04	
	<u>\$4,145.45</u>	
To this balance carried below, the sum of	552.30	
	<u>\$4,697.75</u>	<u>\$4,697.75</u>

May 28, 1929.

Cr.

By balance brought from above to remain subject to the future order of court, the sum of \$ 552.30

September 10, 1929.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT.

WILLIAM R. HORNEY,
Assignee of Mortgage.

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2775.

ORDERED, This 11th. day of September, 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 4th day of October, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of September, 1929, in some newspaper printed and published in Queen Anne's County.

Filed 9/11/29.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION
OF AUDIT.
Filed Oct. 16th. 1929.

NISI RATIFICATION OF AUDIT.

William R. Horney, Assignee of Mortgage,
vs.
Dorsey J. Robinson and Lelia M. Robinson, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2775.

ORDERED, This 11th. day of September, 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 4th day of October, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 27th day of September, 1929, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Sept. 11, 1929.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Oct. 16, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Auditor in the case of Wm. R. Horney, Assignee vs. Dorsey J. Robinson & wife, Chancery #2775, 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 weeks (1st insertion being Sept. 12/29), before the 27 day of Sept. in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Oct. 16th. 1929.

By E. H. Brown, Jr.

CERTIFICATE OF CLERK.

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that all Clerk's costs accrued in the case of "William R. Horney, Assignee of Mortgage, vs. Dorsey J. Robinson and Lelia M. Robinson, his wife, Mortgagors", being Cause No. 2775, on the Chancery Docket of said Court, up to and including the final ratification of the sale and the cost of recording such papers as are by law proper to be recorded have been paid.

DATED-October 16th. 1929.

B. Hackett Turner
Clerk.

FINAL ORDER RATIFYING AUDIT.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife.
Mortgagors.

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

Cause No.

ORDERED, this 16th. day of October, 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 as required by the order of ratification nisi of said audit passed in this cause on the eleventh day of September, nineteen hundred and twenty nine, and the said William R. Horney, Assignee of Mortgage, is hereby directed to apply the proceeds of sale, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee, and said Assignee is hereby directed to hold the surplus proceeds of sale pending the further order of this Court in relation thereto.

Filed October 17th. 1929.

Thomas J. Keating.

PETITION OF SECOND MORTGAGEE
TO HAVE SURPLUS PROCEEDS OF SALE
APPLIED TO SECOND MORTGAGE and
EXHIBITS NO. A. B. and C and D.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife,
Mortgagors.

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

Cause No. 2775.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William R. Horney, Assignee of Mortgage in Chancery Cause No. 2774, unto your Honors, respectfully sets forth:

1. That by virtue of the power of sale contained in the mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to George A. Whitely, bearing date the 7th day of January, 1919, and recorded in Liber J. F. R. No. 1, folios 475 etc., a land record book for Queen Anne's County, State of Maryland, a certified copy of which said mortgage is filed among the proceedings in the above entitled cause, William R. Horney, the Assignee of said mortgage by mesne assignments, sold the real estate described in said mortgage and in the proceedings in this cause, at and for the sum of \$4,697.75, as will appear by reference to the Report of Sale filed in this cause.

2. That the proceeds arising from said sale are more than sufficient to pay the first mortgage debt and interest secured by and owing under said first mortgage and all the costs, fees, commissions and expenses incident to the said sale and provided for by said first mortgage, the said surplus proceeds of sale being the sum of \$552.30, as will appear by reference to the Report and Account of the Auditor filed in this cause.

3. That the real estate described in said first mortgage and in the proceedings in this cause was granted and conveyed unto the said Mortgagors, the said Dorsey J. Robinson and Lelia M. Robinson, his wife, as tenants by the entirety, as will appear by reference to the deed from George A. Whitely and Alice B. Whitely, his wife, to the said Mortgagors, bearing date the 7th day of January, nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 1, folios 474, etc., a land record book for Queen Anne's County aforesaid, a certified copy of which said deed, marked "Exhibit A", is filed herewith as a part of this Petition.

4. That the said Dorsey J. Robinson departed this life sometime in the month of January, 1929, leaving surviving him the said Lelia M. Robinson, the surviving tenant by the entirety.

5. That the equity of redemption in the real estate described in said first mortgage and in the proceedings in this cause, had been, prior to the date of the sale under said first mortgage, granted and conveyed unto Vernon S. Robinson and Helen J. Robinson, his wife, by the said mortgagors, as will appear by reference to the deed thereof, bearing date the eleventh day of January, nineteen hundred and twenty six, and recorded in Liber B. H. T. No. 4, folios 514, etc., a land record book for Queen Anne's County aforesaid, a certified copy of which said deed, marked "Exhibit B", is filed herewith as a part of this Petition.

6. That your Petitioner is a junior lienor, being the Assignee of a mortgage (which was foreclosed in said Chancer Cause No. 2774) from the said Dorsey J. Robinson and Lelia M. Robinson, his wife, to Charles M. West, on the real estate so sold as aforesaid by the said William R. Horney, Assignee of Mortgage in this Cause, (said real estate being described as "Parcel No.3" in said second mortgage so as aforesaid constituting said junior line), the said second mortgage of your Petitioner bearing date the 13th day of January, 1920, and being recorded in Liber J. F. R. No. 4, folios 32, etc., a land record book for Queen Anne's County aforesaid, a certified copy of which

said mortgage, marked "Exhibit C", is filed herewith as a part of this Petition; that the amount of the balance of the mortgage debt due and payable to your Petitioner under said second mortgage is the sum of \$6,499.04, with interest from the 28th day of May, 1929, as will appear by reference to the Report and Account of the Auditor filed in said Chancery Cause No. 2774, a certified copy of which said Audit, marked "Exhibit D", is filed herewith as a part of this Petition; that it was provided by the terms of said second mortgage that said mortgage debt, with interest as therein provided, should be paid at the expiration of two years from the date of said mortgage; that no part of the said second mortgage debt and interest as shown by said Audit has been paid, and that there is now due and owing to your Petitioner under his said second mortgage the full sum of \$6,499.04 with interest thereon as aforesaid.

7. That the said second mortgage of your Petitioner, being subject to the prior lien and operation of the said first mortgage, under which the said sale of said real estate was made, is second or junior in lien to that of said first mortgage and is the next lien upon the said real estate after the lien of the said first mortgage; and that your Petitioner is entitled, to have the surplus proceeds of said sale, remaining after the payment of the first mortgage debt and interest secured by and owing under the said first mortgage and all the costs, fees, commissions and expenses incident to the said sale and provided for by said first mortgage, applied to the payment of the said second mortgage of your Petitioner.

8. That the said Lelia M. Robinson and Vernon S. Robinson and Helen J. Robinson, his wife, are all residents of Queen Anne's County, State of Maryland.

Your Petitioner, therefore, respectfully prays:

(1) That the said surplus proceeds of said sale, remaining after the payment of the first mortgage debt and interest secured by and owing under said first mortgage, and all the costs, fees, commissions and expenses incident to the said sale and provided for by said mortgage, may be applied to the payment of the said mortgage of your Petitioner, and that in the Report and Account of the Auditor distributing the same, to be filed in this cause, the said surplus proceeds of sale may be awarded and distributed to your Petitioner on account of his said second mortgage claim.

(2) And that your Petitioner may have such other and further relief as his case may require.

And as in duty bound, etc.,

William R. Horney
Assignee of Mortgage in Chancery
Cause No. 2774.

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

I HEREBY CERTIFY that on this 31st day of October, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage in Chancery Cause No. 2774, and made oath in due form of law that the matters and things stated in the foregoing Petition are true to the best of his knowledge and belief.

Filed October 31st, 1929.

B. Hackett Turner
Clerk.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife,
Mortgagors.

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

Cause No. 2775.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 31st day of October, 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 proceedings in the above cause be and they are hereby referred to Madison Brown, the Auditor of this Court, and that the said Madison Brown, Auditor as aforesaid, be and he is hereby directed to give notice, by the publication thereof in some newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks, to all judgment creditors, lienors and assignees of the said Dorsey J. Robinson and Lelia M. Robinson, his wife, and all persons claiming an interest in the equity of redemption of the said Lelia M. Robinson or Vernon S. Robinson and Helen J. Robinson, his wife, in the real estate sold under the proceedings in

the above cause, to file their claims, with vouchers thereof, with him on or before a certain day to be named by him in said notice, which said day shall be sixty days from the date of the first publication of said notice; AND IT IS FURTHER ORDERED that the said Madison Brown, Auditor as aforesaid, be and he is hereby authorized to take such testimony as he may find necessary to establish said claims, and to state and return to this Court an audit, in which said audit the surplus proceeds of sale made and reported in this cause shall be distributed to said claimants as their rights may appear.

Thomas J. Keating

Filed Oct. 31st, 1929.

EXHIBIT A.

#6775. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the ninth day of January, in the year nineteen hundred and eighteen, the following DEED was brought to be recorded, to wit:

THIS DEED OF CONVEYANCE, made this Seventh day of January, in the year nineteen hundred and nineteen, by George A. Whitely and Alice B. Whitely, his wife, of Queen Anne's County in the State of Maryland, witnesseth:

THAT, for and in consideration of the sum of SIX THOUSAND DOLLARS (\$6000.00), of which said sum twenty five hundred dollars thereof has been paid in cash and the receipt whereof is hereby acknowledged and the remainder thereof in the sum of Thirty Five Hundred Dollars is secured by the execution and deliver, simultaneously herewith, of a mortgage for said amount of Thirty Five Hundred Dollars by Dorsey J. Robinson and Lelia M. Robinson, his wife, to the said George A. Whitely dated with the date hereof and to be recorded among the land record books for Queen Annes County, Maryland, immediately following this mortgage and payable three years after its date; the said George A. Whitely and Alice B. Whitely, his wife, do hereby grant and convey unto the said Dorsey J. Robinson and Lelia M. Robinson, his wife, their heirs and assigns, as tenants by the entireties, the following real estate, to wit:

ALL that tract of land or farm known as "The Meredith Farm", "The Clough Farm", or the Finley Farm" or by whatsoever other name or names the same may be called or known, situate in the Second Election District of Queen Annes County, Maryland, on the Right or South side of the public road leading from Starkey's Corner to Price Station and on the Right or West side of the public road leading from the aforesaid Starkey's Corner-Price Station Road to the Clannahan-Hayden Station Road, adjoining the Potts land, the land of Rev. John Smith, the land of the estate of Emory T. Clough, deceased, and the lands of others, containing One Hundred and Twenty Three Acres, Two Roods and Twenty Perches of land, more or less, being the same and all the land conveyed to the said George A. Whitely by deed from Thomas J. Keating and Leila B. Keating, his wife, dated the first day of October, in the year nineteen hundred and ten, and recorded in Liber S. S. #8, folios 475 etc., a land record book for Queen Annes County, Maryland, to which said deed and the references therein contained reference is hereby specially made.

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

And the said George A. Whitely does hereby covenant that he will warrant specially the above described property and that he will execute such further assurances of said land as may be requisite or necessary.

WITNESS THE HANDS AND SEALS OF THE GRANTORS.

Test: Robert Coursey.

Geo. A. Whitely (SEAL)

Alice B. Whitely (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 nineteen before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared George A. Whitely and Alice B. Whitely, his wife, and did each acknowledge the foregoing deed to be their respective act.

Robert Coursey
Justice of the Peace.

Twelve \$.50 Internal
Revenue Stamps,
Endorsed - G. W., A. W., R. C..

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, folios 474 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 31st. day of October, A. D. nineteen hundred and twenty nine.

Seal's Place.

Clerk.

EXHIBIT B.

.....
#11,713. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twelfth day of January, in the year nineteen hundred and twenty six, the following Deed was brought to be recorded, to wit:

THIS DEED OF CONVEYANCE, made this Eleventh day of January, in the year nineteen hundred and twenty six, by Dorsey J. Robinson and Lelia M. Robinson, his wife, of Queen Anne's County, in the State of Maryland, WITNESSETH;

That for and in consideration of the sum of SIX THOUSAND DOLLARS (\$6,000.00); of which said sum twenty five hundred dollars thereof has been paid in cash and the receipt whereof is hereby acknowledged, and the remainder thereof in the sum of Thirty Five Hundred dollars, is represented by a Mortgage for said sum of thirty five hundred dollars, now resting on the hereinafter described real estate, executed by Dorsey J. Robinson and Lelia M. Robinson, his wife, to George A. Whitely, dated January, 7th. 1919, and recorded in Liber J. F. R. No. 1, folios 475 etc., a Land Record Book for Queen Anne's County, Maryland, and now held by Alice B. Whitely, the widow of George A. Whitely, and which Mortgage the said Granteeshereinafter mentioned, assu me to pay; the said Dorsey J. Robinson and Lelia M. Robinson, his wife, do hereby grant and convey unto Vernon E. Robinson and Helen J. Robinson, his wife, their heirs and assigns, as tenants by the entireties, the following real estate to wit:

All that tract of land or farm known as "The Meredith Farm", "The Clough Farm", or the "Finley Farm", or by whatsoever other name or names the same may be called or known, situate in the Second Election District of Queen Anne's County, Maryland, on the right or South side of the Public road leading from Starkeys Corner to Price Station and on the right or West side of the public road leading from the aforesaid Starkey's Corner to Price Station Road to the Clannahan-Hayden Station Road, adjoining the Potts land, the land of Rev. John Smith, the land of the estate of Emory T. Clough (now the Dorsey J. Robinson Land), and the lands of others, containing one hundred and twenty three acres, two roods and twenty perches of land, more or less, and being the same land and all the land conveyed to the said Dorsey J. Robinson and Lelia M. Robinson, his wife, by George A. Whiteley and Alice B. Whiteley, his wife, in the Deed dated January 7th. 1919, and recorded in Liber J. F. R. No. 1, folios 474 etc., a Land Record Book for Queen Anne's County, Maryland, to which Deed and the references therein contained especial reference is hereby made for an accurate description of the land intended to be herein conveyed.

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

And the said Dorsey J. Robinson and Lelia M. Robinson, his wife, do hereby covenant that they will warrant specially the above described property and that they will execute such further assurances of said land as may be requisite or necessary.

WITNESS THEIR HANDS AND SEALS.

TEST: Robert Coursey.

Dorsey J. Robinson (SEAL)

Lelia M. Robinson

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 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 Dorsey J. Robinson and Lelia M. Robinson, his wife, and dis each acknowledge the within and foregoing Deed to be their respective act and Deed.

Robert Coursey
Justice of the Peace.

131368

One 5-dollar and
one 1-dollar int.
Rev. Stamps, endorsed:
DJR LMR Jan. 11, 1926.

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. #4, folios 514 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 for Queen
Anne's County, this 31st. day of October, A. D.
nineteen hundred and twenty nine.

Seal's
Place.

B. Hackett Turner
Clerk.

EXHIBIT C.

.....
#7526. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the
thirteenth day of January, in the year nineteen hundred and twenty, the following mort-
gage was brought to be recorded, to wit:-

THIS MORTGAGE, made this thirteenth day of January, in the year nineteen
hundred and twenty, by Dorsey J. Robinson and Lelia M. Robinson, his wife, of Queen
Anne's County in the State of Maryland,

WHEREAS, Charles M. West, of Queen Annes County aforesaid has loaned and
advanced unto the said Dorsey J. Robinson and Lelia M. Robinson, his wife, the full sum
of Nineteen Thousand Two hundred and Fifty Dollars, with which to complete the payment
of the purchase money for the real estate hereinafter described as "Parcel No. 1" and
to make payment of liens upon other real estate hereinafter described and conveyed;
And, whereas, the said Dorsey J. Robinson and Lelia M. Robinson, his wife, have, joint-
ly and severally, agreed and do hereby agree to pay unto said Charles M. West, said
principal sum of Nineteen thousand two hundred and fifty dollars at the expiration of
two years from the thirteenth day of January, 1920, and to pay the interest on said
sum semi-annually from the thirteenth day of January, 1920, and to secure the prompt
payment of said principal debt and the interest to accrue thereon by the execution and
delivery of this mortgage, the agreement to execute this mortgage being a condition
precedent to the making of the aforesaid loan.

Now, therefore, this mortgage witnesseth that, for and in consideration
of the premises and of the said sum of nineteen thousand two hundred and fifty dollars,
the receipt whereof is hereby acknowledged, the said Dorsey J. Robinson and Lelia M.
Robinson, his wife, do hereby grant and convey unto the said Charles M. West, his
heirs and assigns, in fee simple, the following real estate, to wit:

"Parcel No. 1", All that tract of land or farm, known as "The Noah Clough Home Farm",
or by whatsoever other name or names the same may be known or called, situate in the
Third Election District of Queen Annes County, Maryland, on what is known as the
"Clough Road leading from the Clannahan Shop-Hayden Station Road to the Starkey's
Corner Price Station road whereon Emory T. Clough, deceased, resided at the time of his
death, adjoining the Batt Farm, the Hurlock Farm, the farm of Charles M. West, the
farm of Mary Cole, the Whiteley Farm and the farm of Rev. John Smith, containing one
hundred and sixty eight acres, two roods and twenty six perches of land, more or less,
being the same and all the land described and conveyed in the deed to the said Dorsey
J. Robinson and Lelia M. Robinson, his wife, from John A. Jones, executor of Emory T.
Clough, deceased, bearing even date herewith and to be recorded among the land re-
cord book for Queen Annes County aforesaid immediately preceding this mortgage and to
which said deed and the references therein contained reference is hereby specially
made.

"Parcel No. 2". All that tract of land or farm, called "Good Increase", "The Brown
Farm", or by whatsoever other name or names the same may be called or known, situate
in the Third Election District of Queen Anne's County, Maryland, adjoining "Parcel No.
1" above described on what is known as "The Clough Road", adjoining also the farm of
Rev. John Smith, the farm of Josiah Rhodes, and the farm of Spencer Merrick formerly be-
longing or John B. Brown and known as the Atwell Farm, containing one hundred and fifty
nine acres of land, more or less, being the same and all the land described and convey-
ed in the deed to the said Dorsey J. Robinson from Benjamin B. Brown dated the 22nd.
day of January in the year 1917, and recorded among the land record books for Queen
Annes County aforesaid in Liber W. F. W. #10, folios 107 etc.; and tow hich said deed

and the references therein contained reference is hereby specially made.

"Parcel No. 3". All that tract of land or farm, known as "The Meredith Farm", "The Finley Farm", or "The Whiteley Farm", or by whatsoever other name or names the same may be known or called, situate in the Second Election District of Queen Annes County, Maryland, on what is known as "The Clough Road" and also on the road leading from Starkey's Corner to Price Station, adjoining "Parcel No. 1" above described and also adjoining the Potts land and the land of Rev. John Smith, and being on the opposite side of the road from the farm of Mary Cole, containing one hundred and twenty three acres, two roods and twenty perches of land, more or less, being the same and all the land described and conveyed in the deed to the said Dorsey J. Robinson and Lelia M. Robinson, his wife, from George A. Whiteley and wife dated the 7th. day of January, 1919, and recorded among the aforesaid land record books in Liber J. F., R. #1, folios 474 etc., to which said deed and the references therein contained reference is hereby specially made. The said "Parcel No. 3" being conveyed subject to the lien of the mortgage executed by the said grantors of this mortgage to George A. Whiteley for the sum of thirty five hundred dollars.

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 Dorsey J. Robinson and Lelia M. Robinson, his wife, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Charles M. West, his executors, administrators or assigns, the aforesaid sum of _____ Dollars and all interest to accrue thereon, when and at the time the same shall become due and payable as 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 Dorsey J. Robinson and Lelia M. Robinson, his wife, their heirs and assigns, shall possess said property.

AND the said Dorsey J. Robinson and Lelia M. Robinson, 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 at least the insurable value thereof, in some Company or Companies approved by the said Charles M. West, 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 Charles M. West, 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 Annes 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 said 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 Charles M. West, 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 commission the said Dorsey J. Robinson and Lelia M. Robins, his wife, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

AND it is hereby agreed that the said mortgagors shall be permitted to make partial payments on account of the principal debt before the time hereinabove limited for the payment of the entire mortgage debt after the expiration of one year; provided the payment be in the sum of one thousand dollars or multiples thereof and

shall be made at the time of the maturity of an interest period after giving thirty days previous notice of the amount of the intended payment.

Witness the hands and seals of the grantors.

Test: E. M. Forman.

Dorsey J. Robinson (SEAL)

Lelia M. Robinson (SEAL)

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

I hereby certify that on this thirteenth day of January, in theyear nineteen hundred and twenty, before the subscriber, a Justice of the peace of the State of Maryland in and for Queen Annes County, personally appeared Dorsey J. Robinson and Lelia M. Robinson, his wife, and did each acknowledge the aforegoing mortgage to be their respective act and deed. And at the same time before me also personally appeared Charles M. West, the within named mortgagee, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

Ezekiel M. Forman.

Justice of the Peace.

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

For value received, I, Charles M. West, do hereby transfer and assign the within and aforegoing mortgage unto William R. Horney, for the amount and to the extent of the balance due thereunder, to wit: the sum of Seventeen Thousand Seven Hundred and Fifty Dollars (\$17,750.00), with interest from the 15th day of August, nineteen hundred and twenty-eight, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal, this 1st day of May, in the year nineteen hundred and twenty nine:

Test: Sarah L. Wright.

Charles M. West (SEAL)

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

I HEREBY CERTIFY that the aforegoing is truly takenand copied from Liber J. F. R. #4, folios 32 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 31st. day of October, in the year nineteen hundred and twenty nine,.

Seal's Place.

B. Hackett Turner Clerk.

EXHIBIT D.

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

William R. Horney, assignee of mortgage,

vs.

Dorsey J. Robinson, and Lelia M. Robinson, his wife, mortgagors.

Cause 2774.

To the Honorable, the Judges of said Court:

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

That from an examination of the proceedings of the above cause it appears that the sale therein made was not sufficient to pay the amount of the mortgage claim due on the day of sale in full.

That in the within account William R. Horney, the party making the sale of the cause, is charged with the gross amount of the sale made by him, and then is thereout allowed his compensation or commissions for making the sale in accordance with the terms of the mortgage, the court costs of the cause, per statement of the clerk, and the following items for which he produced to the auditor his vouchers, to wit: the cost of his bond, the charges of the auctioneer, and the cost of advertising the sale in two newspapers, per receipted accounts exhibited; also the cost of advertising the several orders nisi of the cause and the fee of the auditor.

That the balance remaining after these allowances is then awarded or distributed by the within account unto the said William R. Horney as assignee of the mortgage. That the auditor has mde and appends to the account a statement between the mortgager debtors and the said assignee, which shows the balance due the assignee after the application to his claim as of the day of sale the balance above mentioned.

Respectfully submitted,

Madison Brown Auditor.

September 18, 1929,

Cause 2774.

The proceeds of the sale of the mortgaged real estate of Dorsey J. Robinson; his wife, mortgagors, in account with William R. Horney, assignee of the mortgage mentioned in the above cause, vendor of the real estate sold in this cause under the power of sale in said mortgage.

1929		Cr.	
May			
28	By the gross amount of the mortgage sale so made per report of sale filed Mary 29, 1929, appears, to wit: the sum of		\$13,930.49
		Dr.	
"	To William R. Horney, assignee, vendor, for his commissions for making the sale, per terms of mortgage, to wit: the sum of		\$ 602.22
	To do., for the Court costs of the cause per statement of Clerk of Court as follows, to wit:		
	Appear. fee of plaintiff's solicitor,	\$10.00	
	Costs of B. H. Turner, Clerk,	<u>21.00</u>	31.00
	To do., for the cost of his bond filed herein paid to the corporate surety thereon, per surety's receipt exhibited, to wit: the sum of		60.00
	To do., for the amount paid J.E. Anthony for services as auctioneer at sale made, per his receipt for same exhibited, the sum of		20.00
	To do., for the cost of advertising the sale in The Centreville Observer, per receipt for same exhibited appears, to wit: the sum of		63.00
	To do., for the cost of advertising in the Observer the order nisi as to sale, per account for same exhibited, to wit: the sum of		5.00
	To do., for cost of advertising notice of sale in The Centreville Record, per account for same with a receipt thereon exhibited appears, to wit: the sum of		52.50
	To do., for the cost of advertising the order nisi to be passed as to this account and report,		3.00
	To Madison Brown, auditor, for stating this account,	<u>9.00</u>	
			845.72
	To William R. Horney as assignee of the mortgage on account of his mortgage claim this balance which is not sufficient to pay his mortgage claim in full, to wit: the sum of	<u>13,084.77</u>	
		\$13,930.49	\$13,930.49

September 18, 1929.

Madison Brown
auditor.

Cause 2774.

Dorsey J. Robinson and Lelia M. Robinson, his wife, mortgagors, to William R. Horney, as assignee of the mortgage mentioned below, 1929

May 28.	To amount of the mortgage debt due by Dorsey J. Robinson and Lelia M. Robinson, his wife, under and by the mortgage given by them to Charles M. West dated January 13, 1920, and recorded in Liber J. F. R. No. 4, a land record book of Queen Anne's County, on folio 42, on May 28, 1929, the day of the sale mentioned in the above entitled cause, per statement of the mortgage debt filed in said cause, to wit: sum of		\$19,583.81
	By amount distributed unto William R. Horney as assignee of said mortgage as of Mary 28, 1929, by the account or audit foregoing on account of said mortgage claim, to wit: the sum of		<u>\$13,084.77</u>
	To balance bearing interest from May 28, 1929;		\$ 6,499.04

September 18, 1929.

Madison Brown
auditor.

True copy
Test 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 the original Report and Account of the Auditor filed in Cause #2774, and now remaining in this office. 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 October, A. D. nineteen hundred and twenty nine.

Seal's Place. B. Hackett Turner, Clerk.

REPORT AND ACCOUNT OF AUDITOR filed Feby. 21st, 1930.

In the Circuit Court for Queen Anne's County, in Equity.
 William R. Horney; assignee of mortgage, vs. Dorsey J. Robinson and Lelia M. Robinson, his wife, mortgagors.

Cause No. 2775.

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth: That the within audit or account has been stated under the order of the Court of October 31, 1929.

1431368

That the auditor has given by advertisement in The Centreville Observer the notice to creditors mentioned in said audit as will appear from a copy of the advertisement of said notice with the certificate thereunto attached of the publishers of said paper as to the publication of said advertisement.

That the only claim pursuant to said notice which has been filed with the auditor is that of William R. Horney as assignee of mortgage from defendants of the above cause dated January 13, 1920, and set forth in the petition of said assignee filed October 31, 1929; that the auditor has taken the testimony of said assignee for the establishment of his claim and this testimony is returned herewith as part of this report and account.

That in the preparation of the within account the auditor has examined the proceedings of this cause of 2775 and of cause 2774, and therefrom it appears as follows:

that the defendants by a mortgage (hereinafter called "first mortgage") dated January 7, 1919, conveyed a farm called "Meredith Farm"; that by a mortgage dated January 13, 1920, the defendants conveyed same Meredith Farm and also "The Noah Clough Farm" and "Brown Farm" (which mortgage is hereinafter called "second mortgage" as same is a second mortgage as to the Meredith Farm; that May 28, 1929, through cause 2775, the Meredith Farm was sold under the first mortgage to produce a surplus mortgage sale of \$552.30 whereupon the lien of the second mortgage became transferred to said surplus mortgage sale, on same day through Cause 2774 the Clough Farm and Brown farm were sold under second mortgage for not enough to pay second mortgage by the sum of \$6499.64, leaving the surplus mortgage sale of \$552.30 from Meredith farm liable for the said deficit to extent of the said surplus.

That the claim asserted by William R. Horney under his petition of October 31, 1929; is under the second mortgage on Meredith farm against the surplus mortgage sale of \$552.30.

That from the examination of the petition of William R. Horney and of the exhibit filed therewith and of the testimony of the said William R. Horney, the auditor finds that the said William R. Horney as said claimant is entitled to the surplus mortgage sales of cause 2775 less the cost under his said petition.

That the auditor in the within account has deducted from said surplus mortgage sales the costs arising under said claimant's petition, and has then awarded or distributed unto William R. Horney on account of the second mortgage claim the balance then remaining after said deductions.

That as the amount received by said William R. Horney is not sufficient to pay his second mortgage claim in full, the auditor has stated and appends to the account a statement showing the amount due to him by the defendants after the application to the mortgage claim of the amount distributed to the same by the within account.

Which is respectfully submitted,

Madison Brown
auditor.

Cause No. 2775.

The proceeds of the sale of the mortgaged real estate of Dorsey J. Robinson and Lelia M. Robinson, his wife, mortgagors, in account with William R. Horney, assignee of the mortgage mentioned in the above cause, and as such vendor of the mortgaged real estate sold in this cause.

May 28, 1929.	Dr.		
By balance, being surplus mortgage sales, due by the audit filed September 10, 1929, undistributed by said audit, to wit: the sum of			\$552.30

February 20, 1930.	Dr.		
To William R. Horney, vendor of this cause, to be paid by him to B. H. Turner, Clerk, for the costs of the Clerk under the petition for distribution of surplus mortgage sales, per bill of Clerk: to wit:		\$	12.15
To do., to be paid by him to The Centreville Observer Publishing Company in settlement of the cost of advertising notice to creditors given in this cause by the auditor, per bill for same, to wit:			5.00
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 and giving notice to creditors, to wit: sum of			9.00
To William R. Horney as assignee of mortgage dated January 13, 1920, given by Dorsey J. Robinson and Lelia M. Robinson, his wife, to C. M. West, in part payment of the claim due to him under said mortgage, this balance, to wit: the sum of		\$	29.15
			523.15
		\$	552.30 \$552.30

State of Mortgage Debt.

Dorsey J. Robinson and Lelia M. Robinson, his wife, mortgage, to William R. Horney, assignee of mortgage mentioned below, 1929	Dr.
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May 28: To balance due said assignee under mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, given to Charles M. West and assigned, dated January 13, 1920, and recorded in Liber J. F. R. No. 4, a land record book of Queen Anne's County, on folio 42, after application to the mortgage claim of net proceeds of sale of land sold in cause 2774, per copy of audit of cause 2774 filed in this cause (2775) as "Exhibit B", to wit: the sum of	\$6,499.04
To interest thereon from May 28, 1929, day of sale of cause 2774, to February 20, 1930, to wit: the sum of	283.79
	\$6,782.83
Cr: By amount distributed to said mortgage above:	523.15
Dr: To balance which bears interest from February 20, 1930:	\$6,259.68

February 20, 1930.

Madison Brown
auditor

Filed Feb. 21st, 1930.

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

William R. Horney, assignee of mortgage,
vs.
Dorsey J. Robinson, and Lelia M. Robinson,
his wife, mortgagors.

)
(
)
(
)

Cause No. 2775.

To the Honorable, the Judges of said Court:

The report of Madison Brown, the auditor, unto Your Honors respectfully sets forth:
That the proceeds of the above cause were referred to the auditor by the order of court dated October 31, 1929, with authority to the auditor to take such testimony as might be necessary to establish the claims, which might be filed under the notice to creditors, provided for by said order of court.

That on the 20th. day of February, 1929, William R. Horney appeared before the auditor for the purpose of giving testimony in support of his claim filed in this cause under his petition filed October 13, 1929.

The said William R. Horney being a witness of lawful age was sworn in due form of law by the auditor, and did depose and say as follows:

1. Please state your name and state your residence and occupation.

Answer: My name is William R. Horney. I reside in Centreville, Maryland, and I am an attorney at law.

2. What connection, if any, did you have with the sale of the real estate sold in Cause 2774 in the Circuit Court for Queen Anne's County under a mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, described in said cause?

Answer: I am the party who as assignee of the mortgage made the sale set forth in said cause.

3. What connection, if any, did you have with the sale of the real estate made in Cause 2775 of said Court under mortgage therein described from Dorsey J. Robinson and Lelia M. Robinson, his wife?

Answer: I am the party who as assignee of the mortgage you mention made sale of the real estate reported sold in said cause, and I am the William R. Horney, who on October 31, 1929, filed a petition in Cause 2775.

4. Filed with the petition, which you have just described, is a paper writing marked "Exhibit B" reporting to be a copy of the audit filed in Cause 2774. From this paper it appears that the proceeds of the sale of Cause 2774 did not produce enough money to pay the mortgage indebtedness by the sum of \$6499.04. State what part, if any of the said sum of \$6499.04, has been paid to you since May 28, 1929, the date of the sale of the real estate made in Cause 2774.

Answer: No part of said sum of \$6499.04 has ever been paid to me, and the whole amount thereof is due to me as assignee of the mortgage described in said Cause 2774, and with interest thereon from May 28, 1928.

The audit here asked the witness the usual question known as "The examiner's special question". Do you know or can you state any other matter othing, which may be of benefit or advantage to the parties of this cause, or either of them, or anything which may be material to the subject of this your examination, or the said question between the parties? If yea, state the same fully and at large in your answer. No.

Returned by me, Wm. R. Horney.
Madison Brown, auditor

Filed Feb. 21st, 1930.

NISI RATIFICATION OF AUDIT

William R. Horney,
Assignee of Mortgage,
vs.
Dorsey J. Robinson and
Lelia M. Robinson, his wife, mortgagors.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

CASE NO. 2775. IN EQUITY

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.

Filed Feby 21st. 1930.

B. Hackett Turner Clerk.

NISI RATIFICATION OF AUDIT.

William R. Horney Assignee of Mortgage
vs.

Dorsey J. Robinson and Lelia M. Robinson,
his wife, Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY, IN EQUITY. CASE NO. 2775.

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 Annes County.

B. Hackett Turner, Clerk

True Copy Test:-

B. Hackett Turner, Clerk.

Filed February 21st, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md. March 19, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the nisi ratification of audit in the case of William R. Horney, assignee of mortgage vs. Dorsey J. Robinson and Lelia M. Robinson, 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.

Cont on page 555

CHANCERY CAUSE #2774.

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

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, 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 the papers of said cause a certified copy of the mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to Charles M. West, dated January 15th. 1920, and of the assignment of said mortgage from the said Charles M. West to William R. Horney, dated May 1st. 1929, said mortgage and assignment being recorded in Liber J. F. R. No. 4, folios 32, etc., a land record book for Queen Anne's County, State of Maryland.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the balance due on the principal mortgage debt secured by said mortgage and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc.

William R. Horney
Assignee of Mortgage.

CERTIFIED COPY OF MTG.
AND ASSIGNMENT.
Filed May 1st. 1929.

#7526. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the thirteenth day of January, in the year nineteen hundred and twenty, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this thirteenth day of January, in the year nineteen hundred and twenty, by Dorsey J. Robinson and Lelia M. Robinson, his wife, of Queen Anne's County in the State of Maryland.

WHEREAS Charles M. West, of Queen Annes County aforesaid has loaned and advanced unto the said Dorsey J. Robinson and Lelia M. Robinson, his wife, the full sum of Nineteen Thousand Two Hundred and Fifty Dollars, with which to complete the payment of the purchase money for the real estate hereinafter described as "Parcel No. 1", and to make payment of liens upon other real estate hereinafter described and conveyed; And, whereas, the said Dorsey J. Robinson and Lelia M. Robinson, his wife, have jointly and severally agreed and do hereby agree to pay unto said Charles M. West said principal sum of Nineteen thousand two hundred and fifty dollars at the expiration of two years from the thirteenth day of January, 1920, and to pay the interest on said sum semi-annually from the thirteenth day of January, 1920, and to secure the prompt payment of said principal debt and the interest to accrue thereon by the execution and delivery of this mortgage, the agreement to execute this mortgage being a condition precedent to the making of the aforesaid loan.

Now, therefore, this mortgage witnesseth that for and in consideration of the premises and of the said sum of nineteen thousand two hundred and fifty dollars, the receipt whereof is hereby acknowledged, the said Dorsey J. Robinson and Lelia M. Robinson, his wife, do hereby grant and convey unto the said Charles M. West, his heirs and assigns, in fee simple, the following real estate, to wit:

"Parcel No. 1". All that tract of land or farm, known as "The Noah Clough Home Farm", or by whatsoever other name or names the same may be known or called, situate in the Third Election District of Queen Annes County, Maryland, on what is known as the "Clough Road leading from the Clannahan Shop-Hayden Station Road to the Starkey's Corner-Price Station Road whereon Emory T. Clough, deceased, resided at the time of his death, adjoining the Batt Farm, the Hurlock Farm, the farm of Charles M. West, the farm of Mary Cole, the Whiteley Farm, and the farm of Rev. John Smith, containing one hundred and sixty eight acres, two roods and twenty six perches of land, more or less, being the same and all the land described and conveyed in the deed to the said Dorsey J. Robinson and Lelia M. Robinson, his wife, from John A. Jones, Executor of Emory T. Clough, deceased, bearing even date herewith and to be recorded among the land record books for Queen Anne's County aforesaid, immediately preceding this mortgage and to which said deed and the references therein contained reference is hereby specially made.

"Parcel No. 2". All that tract of land or farm called "Good Increase", "The Brown Farm", or by whatsoever other name or names the same may be called or known, situate in the Third

Election District of Queen Anne's County, Maryland, adjoining "Parcel No. 1", above described on what is known as "The Clough Road", adjoining also the farm of Rev. John Smith, the farm of Josiah Rhodes and the farm of Spencer Merrick, formerly belonging to John B. Brown and known as the Atwell Farm, containing one hundred and fifty nine acres of land, more or less, being the same and all the land described and conveyed in the deed to the said Dorsey J. Robinson from Benjamin B. Brown dated the 22nd. day of January, in the year 1917, and recorded among the land record books for Queen Annes County aforesaid in Liber W. F. W. #10, folios 107 etc., and to which said deed and the references therein contained reference is hereby specially made.

"Parcel No. 3",. All that tract of land or farm, known as "The Meredith Farm", "The Finley Farm", or "The Whiteley Farm", or by whatsoever other name or names the same may be known or called, situate in the Second Election District of Queen Annes County, Maryland, on what is known as "The Clough Road", and also on the road leading from Starkey's Corner to Price Station, adjoining "Parcel No. 1" above described and also adjoining the Potts land and the land of Rev. John Smith, and being on the opposite side of the road from the farm of Mary Cole, containing one hundred and twenty three acres, two roods and twenty perches of land, more or less, being the same and all the land described and conveyed in the deed to the said Dorsey J. Robinson and Lelia M. Robinson, his wife, from George A. Whiteley and wife dated the 7th. day of January, 1919, and recorded among the aforesaid land record books in Liber J.F.R. #1, folios 474 etc., to which said deed and the references therein contained reference is hereby specially made. The said "Parcel No. 3" being conveyed subject to the lien of the mortgage executed by the said grantors of this mortgage to George A. Whiteley for the sum of thirty five hundred dollars.

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 Dorsey J. Robinson and Lelia M. Robinson, his wife, or either of them, their or either of their heirs, executors, administrators or assigns shall well and truly pay to the said Charles M. West, his executors, administrators or assigns, the aforesaid sum of Dollars and all interest to accrue thereon, when and at the time the same shall become due and payable as 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 Dorsey J. Robinson and Lelia M. Robinson, his wife, their heirs and assigns shall possess said property.

AND the said Dorsey J. Robinson and Lelia M. Robinson, 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 at least the insurable value thereof in some Company or Companies approved by the said Charles M. West, 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 Charles M. West, 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 Annes 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 said 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 Charles M. West, 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 Dorsey J. Robinson and Lelia M. Robinson, his wife, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

AND it is hereby agreed that the said mortgagors shall be permitted to make partial payments on account of the principal debt before the time hereinabove limited for the payment of the entire mortgage debt after the expiration of one year; provided the payment

be in the sum of one thousand dollars or multiples thereof and shall be made at the time of the maturity of an interest period after giving thirty days previous notice of the amount of the intended payment.

Witness the hands and seals of the grantors.

Test:

E. M. Forman.

Dorsey J. Robinson (SEAL)

Lelia M. Robinson (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 twenty, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County, personally appeared Dorsey J. Robinson and Lelia M. Robinson, 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 Charles M. West, 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.

Ezekiel M. Forman,
Justice of the Peace.

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

For value received, I, Charles M. West, do hereby transfer and assign the within and foregoing mortgage unto William R. Horney, for the amount and to the extent of the balance due thereunder, to wit: the sum of Seventeen Thousand Seven Hundred and Fifty Dollars (\$17,750.00), with interest from the 15th. day of August, nineteen hundred and twenty-eight, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal, this 1st. day of May, in the year nineteen hundred and twenty nine.

Test: Sarah L. Wright.

Charles M. West (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. #4, folios 32 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 1st. day of May, A. D. nineteen hundred and twenty nine.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed May 23rd. 1929.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the twenty third day of May, in the year 1929, 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 twenty thousand dollars (\$20,000.00), 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 third day of May, in the year nineteen hundred and twenty nine.

WHEREAS, a certain mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to Charles M. West, bearing date the thirteenth day of January, nineteen hundred and twenty, and recorded in Liber J.F.R. No. 4, folios 32 etc., a land record book for Queen Anne's County aforesaid, has been by the said Charles M. West, duly assigned to the said William

R. Horney, by assignment bearing date the first day of May, nineteen hundred and twenty nine, and recorded among said land records at the foot of said mortgage:-

AND WHEREAS, the above bounden William R. Horney, the assignee of said mortgage as aforesaid, is about to execute the power of sale contained in 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 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:-
Hilda T. Seward.

Attest: Hilda T. Seward.

William R. Horney (SEAL)

United States Fidelity and Guaranty Company
By William R. Horney, Seal's Place.
Its attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed May 23rd. 1929.

B. Hackett Turner.

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

that
I hereby certify/the foregoing is truly taken and copied from Liber B.H.T. No. 1, fol. 28, 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 23rd. day of May, in the year 1929.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed May 29th. 1929.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife,
Mortgagors.

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

Cause No. 2774.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the mortgage herëinafter described, to your Honors, respectfully sets forth:

1. That default was made by the mortgagors by reason of the non-payment of the balance due on the principal mortgage debt secured by said mortgage and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to Charles M. West, bearing date the thirteenth day of January, nineteen hundred and twenty, and recorded in Liber J. F. R. No. 4, folios 32, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned by the said Charles M. West to the said William R. Horney, by assignment bearing date the first day of May, nineteen hundred and twenty nine, 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 William R. Horney, 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/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, Assignee of Mortgage, did, pursuant to said notice, attend in front of the court House door, in the town of Centreville, Queen Anne's County, Maryland; on Tuesday, the twenty eighth day of May, nineteen hundred and twenty nine, 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, in the FIRST place, ALL that tract of land or farm, called "Good Increase", "The Brown Farm", or by whatsoever other name or names the same may be called or known, (being the property described as "Parcel No. 2" in said mortgage and in the advertisement of sale), situate in the Third Election District of Queen Anne's County, Maryland, adjoining "Parcel No. 1" hereinafter described, on what is known as "The Clough Road", adjoining also the farm of Rev. John Smith, the farm of Josiah Rhodes, and the farm of Spencer Merrick, formerly belonging to John B. Brown and known as the Atwell farm, containing one hundred and fifty nine (159) acres of land, more or less, and sold the same to Charles M. West, of Queen Anne's County, aforesaid, at and for the sum of Forty Two Dollars (\$42.00), per acre, or the aggregate sum of SIXTY SIX HUNDRED AND SEVENTY EIGHT DOLLARS (\$6,678.00), he being then and there the highest bidder therefor at said sum. And he, the said William R. Horney, Assignee of Mortgage, then and there offered at public sale to the highest bidder, in the SECOND place, ALL that tract of land or farm, known as "The Noah Clough Home Farm", or by whatsoever other name or names the same may be called or know, (being the property described as "Parcel No. 1" in said mortgage and in the advertisement of sale), situate in the Third Election District of Queen Anne's County, Maryland, on what is known as the "Clough Road", leading from the Clannahan Shop-Hayden Station road to the Starkey's Corner-Price Station road, adjoining the Batt Farm, the Hurlock Farm, the farm of Charles M. West, the farm of Mary Cole, the Whiteley Farm, and the farm of Rev. John Smith, containing one hundred and sixty eight (168) acres, two (2) roods and twenty six (26) perches of land, more or less, and sold the same to the said Charles M. West, at and for the sum of Forty Three Dollars (\$43.00) per acre, or the aggregate sum of SEVENTY TWO HUNDRED FIFTY TWO DOLLARS AND FORTY NINE CENTS (\$7,252.49), 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 Assignee that the purchaser or purchasers would be given possession upon the ratification of the sale by the Court, and would have the privilege of going on the premises for the purpose of planting and harvesting crops; that the purchaser or purchasers would be required to pay all of the State and County taxes levied for the year nineteen hundred and twenty nine; that the purchaser or purchasers would receive the whole of all crops then growing on said farms, but must provide for working and harvesting said crops; that the fire insurance on the buildings on said farms would be adjusted as of the day of sale; and that all title papers would be at the expense of the purchaser or purchasers.

5. That the said Charles M. West has complied with the terms of sale.

6. That the tract of land or farm described in said mortgage as "Parcel No. 3" was not sold under the mortgage described in these proceedings for the reason that said mortgage was only a second mortgage as to said farm so as aforesaid described in said mortgage as "Parcel No. 3", which said farm so as aforesaid described as "Parcel No. 3" in this mortgage was sold in another proceeding in this Court entitled "William R. Horney, Assignee of Mortgage vs. Dorsey J. Robinson and Lelia M. Robinson, his wife, Mortgagors", being Cause No. 2775 on the Chancery Docket of this Court.

Respectfully submitted,

William R. Horney
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 29th. day of May, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true to be the best of his knowledge and belief, and that the sales therein reported were fairly made.

Filed May 29th. 1929.

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

\$13,930.49.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
"EXHIBIT A".
Filed May 29th. 1929.

ASSIGNEE'S SALE OF TWO VALUABLE FARMS.

Default having occurred in the terms of the mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to Charles M. West, dated January 13th. 1920, and recorded in Liber J. F. R. No. 4, folios 32, 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, MAY 28, 1929, beginning at the hour of 1:00 o'clock p.m., the two following described farms conveyed by said mortgage, consisting of

PARCEL No. 1.

All that tract of land or farm, known as "The Noah Clough Home Farm", or by whatsoever other name or names the same may be known or called, situate in the Third Election District of Queen Anne's County, Maryland, on what is known as the "Clough Road" leading from the Clannahan Shop-Hayden Station road to the Starkey's Corner-Price Station road, adjoining the Batt Farm, the Hurlock Farm, the farm of Charles M. West, the farm of Mary Cole, the Whiteley Farm, and the farm of Rev. John Smith, containing 168 ACRES, 2 ROADS AND 26 PERCHES of land, more or less.

The improvements consist of frame dwelling, stable, cow barn, implement shed, corn house, granary, poultry houses and other outbuildings, all in good condition. About 45 acres in fine wheat will be sold with the farm, the purchaser to get all of the same. About 10 to 15 acres has been plowed for corn. And about 10 acres has a good stand of alfalfa.

The farm is located about 1 1-2 to 2 miles from the state road. This farm is very productive for any crop and is in a high state of cultivation.

PARCEL NO. 2.

All that tract of land or farm, called "Good Increase", "The Brown Farm", or by whatsoever other name or names the same may be called or known, situate in the Third Election District of Queen Anne's County, Maryland, adjoining "Parcel No. 1" above described, on what is known as "The Clough Road", adjoining also the farm of Rev. John Smith, the farm of Josiah Rhodes, and the farm of Spencer Merrick formerly belonging to John B. Brown and known as the Atwell farm, containing 159 ACRES of land, more or less.

The improvements consist of frame dwelling house, meat house, dairy, garage, poultry house and horse and cow stable combined, in fair condition. About 45 acres in fine wheat will be sold with the farm, the purchaser to get all of the same. About 50 acres in very fine grass. And about 32 acres is being plowed for corn.

The farm is located about 1 1-2 to 2 miles from the state road. This farm is very productive for any crop and is in a high state of cultivation.

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, 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.

WILLIAM R. HORNEY,
Assignee of Mortgage.
Harper & Horney, Attorneys;
J. Elmer Anthony, Auctioneer.

NOTE: A fair loan may be secured on these properties by the purchaser.

THE CENTREVILLE OBSERVER.

Centreville, Md., May 29th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of "William R. Horney, Assignee of Mortgage, vs. Dorsey J. Robinson and Lelia M. Robinson, 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 of said advertisement having been made in said newspaper on May 4th. 1929, more than twenty days before the 28th day of May in the year 1929.

"EXHIBIT A".

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed May 29th. 1929.

By Margaret E. Durney.

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N I S I.

William R. Horney,
Assignee of Mortgage,
vs.
Dorsey J. Robinson and
Lelia M. Robinson, his wife,
Mortgagors.

(IN THE CIRCUIT COURT
)
(FOR QUEEN ANNE'S COUNTY
)
(IN EQUITY.
)
(CHANCERY NO. 2774.
)
(

ORDERED, This 29th. day of May, A.D., 1929, 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 3rd 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 3rd day of July next.

The Report states the amount of sales to be \$13,930.49.

Filed May 29th. 1929.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed July 24th. 1929.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife,
Mortgagors.

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

Cause No. 2774.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debt, interest, etc., owing as of the day of sale, under the mortgage from Dorsey J. Robinson and Lelia M. Robinson, his wife, to Charles M. West, bearing date the 13th day of January, 1920, and recorded in Liber J.F.R. No. 4, folios 32, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned by the said Charles M. West to the said William R. Horney, by assignment bearing date the 1st day of May, 1929, and recorded at the foot of said mortgage:

Amount of the balance of the principal mortgage debt as evidenced by the said mortgage attached hereto, (the sum of \$1,500.00 having been paid on account, on the 12th day of January, 1926), to wit: \$17,750.00

Amount of interest on same from from the 15th day of August, 1928, to the 28th. day of May, 1929 (the date of the sale of the real estate made and reported in this cause). 837.22

Amount of the insurance premium on the policy of fire insurance for the sum of \$14,120.00 on the improvements on the mortgaged property for the period of one year from the 31st day of August, 1928, 87.90
\$18,675.12

Credit by the amount of the proportionate part of the insurance premium on the policy of insurance mentioned above for the period from the 28th day of May, 1929, (the date of the sale of the real estate made and reported in this cause), to the date of the expiration of said policy, 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, 23.87
\$18,651.25

Amount of commissions due William R. Horney, attorney at law, in whose hands the mortgage had been placed for collection, that is to say: 5% on the sum of \$18,651.25, 932.56

Total amount of principal mortgage debt, interest, etc., owing as of the said 28th day of May, 1929, \$19,583.81

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

I HEREBY CERTIFY that on this 24th day of July, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

Filed July 24th. 1929.

B. Hackett Turner
Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Aug. 6th. 1929.

NISI.

WILLIAM R. HORNEY,
- vs.
DORSEY J. ROBINSON AND LELIA
M. ROBINSON, HIS WIFE, MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2774.

Ordered, This 29th. day of May, A.D., 1929, 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 3rd. 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 3rd. day of July, next.

The report states the amount of sales to be \$13,930.49.

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

Filed May 29th. 1929.

THE CENTREVILLE OBSERVER.

Centreville, Md., August 6th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of William R. Horney, Assignee of Mortgage, vs. Dorsey J. Robinson and Lelia M. Robinson, 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 before the 3rd. day of July, in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Aug. 6th. 1929.

By Margaret #. Durney.

FINAL ORDER RATIFYING SALE.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife.
Mortgagors,

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

⊙
Cause No. 2774.

ORDERED, this sixth day of August, 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 of the real estate made by William R. Horney, Assignee of Mortgage,

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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 twenty ninth day of May, nineteen hundred and twenty nine; and the said William R. Horney, Assignee of Mortgage as aforesaid, is allowed the commissions and all expenses, not personal, which are provided for by the mortgage and for which he shall produce vouchers to the Auditor of this Court.

Filed Aug. 6th. 1929.

Thomas J. Keating.

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

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

William R. Horney,
Assignee of mortgage,

vs.

Dorsey J. Robinson and
Lelia M. Robinson, his wife,
mortgagors.

Cause 2774.

To the Honorable, the Judges of said Court:

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

That from an examination of the proceedings of the above cause it appears that the sale therein made was not sufficient to pay the amount of the mortgage claim due on the day of sale in full.

That in the within account, William R. Horney, the party making the sale of the cause, is charged with the gross amount of the sale made by him, and then is thereout allowed his compensation or commissions for making the sale in accordance with the terms of the mortgage, the court costs of the cause, per statement of the clerk, and the following items for which he produced to the auditor his vouchers, to wit: the cost of his bond, the charges of the auctioneer, and the cost of advertising the sale in two newspapers, per receipted accounts exhibited; also the cost of advertising the several orders nisi of the cause and the fee of the auditor.

That the balance remaining after these allowances is then awarded or distributed by the within account unto the said William R. Horney as assignee of the mortgage.

That the auditor has made and appends to the account a statement between the mortgagor debtors and the said assignee, which shows the balance due the assignee after the application to his claim as of the day of sale the balance above mentioned.

Respectfully submitted.

September 18, 1929.

Madison Brown
Auditor.

Cause 2774.

The proceeds of the sale of the mortgaged real estate of Dorsey J. Robinson and Lelia M. Robinson, his wife, mortgagors, in account with William R. Horney, assignee of the mortgage mentioned in the above cause, vendor of the real estate sold in this cause under the power of sale in said mortgage.

1929

May

28

By the gross amount of the mortgage sale so made per report of sale filed May 29, 1929, appears, to wit: the sum of

\$13,930.49

Dr.

To William R. Horney, assignee, vendor, for his commissions for making the sale, per terms of mortgage, to wit: the sum of

\$602.22

To do., for the Court costs of the cause per statement of Clerk of Court as follows, to wit:

Appear. fee. of plaintiff's solicitor, \$10.00
Costs of B.H. Turner, Clerk. 21.00

31.00

To do., for the cost of his bond filed herein paid to the corporate surety thereon, per surety's receipt exhibited, to wit: the sum of

60.00

To do., for the amount paid J. E. Anthony for services as auctioneer, at sale made, per his receipt for same exhibited, the sum of	\$20.00	
To do., for the cost of advertising the sale in The Centreville Observer, per receipt for same exhibited appears, to wit: the sum of	63.00	
To do., for the cost of advertising in the Observer the order nisi as to sale, per account for same exhibited, to wit: the sum of	5.00	
To do., for cost of advertising notice of sale in The Centreville Record, per account for same with a receipt thereon exhibited appears, to wit: the sum of	52.50	
To do., for the cost of advertising the order nisi to be passed as to this account and report,	3.00	
To Madison Brown, auditor, for stating this account,	<u>9.00</u>	
	845.72	
To William R. Horney as assignee of the mortgage on account of his mortgage claim this balance which is not sufficient to pay his mortgage claim in full, to wit: the sum of	<u>13,084.77</u>	
	\$13,930.49	\$13,930.49.

Cause 2774.

Dorsey J. Robinson and Lelia M. Robinson, his wife, mortgagors,
to
William R. Horney, as assignee of the mortgage mentioned below,

Dr.

1929

Dr.

May 28. To amount of the mortgage debt due by Dorsey J. Robinson and Lelia M. Robinson, his wife, under and by the mortgage given by them to Charles M. West dated January 15, 1920, and recorded in Liber J. F. R. No. 4, a land record book of Queen Anne's County, on folio 42, on May 28, 1929, the day of the sale mentioned in the above entitled cause, per statement of the mortgage debt filed in said cause, to wit: the sum of

\$19,583.81

Cr.

By amount distributed unto William R. Horney as assignee of said mortgage as of May 28, 1929, by the account or audit foregoing on account of said mortgage claim, to wit: the sum of

\$13,084.77

Dr.

To balance bearing interest from May 28, 1929, \$ 6,499.04.

September 18, 1929.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT.

William R. Horney,
Assignee of Mortgage,

vs.

Dorsey J. Robinson and
Lelia M. Robinson, his wife,
Mortgagor.

(IN THE CIRCUIT COURT
(
(FOR QUEEN ANNE'S COUNTY
(
(IN EQUITY.
(
(CASE NO. 2774.
)

ORDERED, This 19th. day of September, 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 October, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of October, 1929, in some newspaper printed and published in Queen Anne's County.

Filed Sept. 19th. 1929.

B. Hackett Turner, Clerk.

H31368

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Oct. 16th. 1929.

NISI RATIFICATION OF AUDIT.

WILLIAM R. HORNEY, ASSIGNEE OF MORTGAGE,
vs.
DORSEY J. ROBINSON AND LELIA M. ROBINSON, HIS WIFE,
MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2774.

ORDERED, This 19th day of September, 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 October, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of October, 1929, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER,
Clerk.

True Copy Test:-

B. HACKETT TURNER,
Clerk.

Filed September 19th. 1929.

THE CENTREVILLE OBSERVER

Centreville, Md., October 16th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee of Mortgage, vs. Dorsey J. Robinson and Lelia M. Robinson, his wife, Mortgagors, Chancery Cause No. 2774, 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 in said newspaper on the 21st day of September, 1929, more than two weeks before the 8th day of October, in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Oct. 16th. 1929.

By Margaret E. Durney.

CERTIFICATE OF CLERK.

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that all clerk's costs accrued in the case of "William R. Horney, Assignee of Mortgage, vs. Dorsey J. Robinson and Lelia M. Robinson, his wife, Mortgagors", being Cause No. 2774 on the Chancery Docket of said Court, up to and including the final ratification of the sale and the cost of recording such papers as are by law proper to be recorded have been paid.

DATED-Oct. 16th. 1929.

B. Hackett Turner
Clerk.

FINAL ORDER RATIFYING AUDIT.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife,
Mortgagors.

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

Cause No. 2774.

ORDERED, this 16th. day of October, 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 as required by the Order of Ratification Nisi of said audit passed in this cause on the nineteenth day of September, nineteen hundred and twenty nine, and the said William R. Horney, Assignee of Mortgage, is hereby directed to apply the proceeds of sale, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

Filed Oct. 17th. 1929.

Thomas J. Keating.

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CHANCERY CAUSE #2749.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 24th. day of July, in the year nineteen hundred and twenty-eight, the following Petition was filed for record, to wit:

IN THE MATTER OF THE
TRUST FOR THE BENEFIT
OF C. BRADFORD DUDLEY.

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

The Petition of Helen M. Dudley, Trustee under the will of Helen Senora Dudley, late of Queen Anne's County, deceased, respectfully shows unto your Honors:

1. That on or about the _____ day of _____ in the year 1922, Helen Senora Dudley departed this life leaving a last will and testament, duly executed to pass title to real estate, which has since been admitted to probate by the Orphans' Court for Queen Anne's County and is now of record in the office of the Register of Wills of said County in Liber W.T.B. NO. 1, folio 255 and etc., a will record book for Queen Anne's County, a certified copy thereof being filed herewith and marked "Petitioner's Exhibit A"; and as will appear by reference to item three thereof the testator devised unto your petitioner, as Trustee, all of her property, except certain small bequests mentioned previously in said last will and testament, for the purposes set forth in said item three, that is to say, to collect the rents and profits therefrom and pay the same unto the testator's son, Charles Bradford Dudley, during his life time and at his death the trust estate to be equally divided among the children of the said Charles Bradford Dudley; the terms of said item three actually creating a spendthrift trust for the benefit of the said Charles Bradford Dudley.

2. That said Testator, Helen Senora Dudley, died seized and possessed of a certain lot or parcel of land, improved by a frame dwelling and store house, situate in the town of Church Hill, Queen Anne's County, Maryland which was conveyed unto said Helen Senora Dudley by William J. Evans and Mary E. Evans, his wife, by deed dated July 17th., 1890, and recorded in Liber W. D. No. 4, folio 445 and etc., a land record book for Queen Anne's County, a certified copy of which is filed herewith and marked "Petitioner's Exhibit B".

3. That the only property which came into the hands of your petitioner as Trustee for said C. Bradford Dudley, as aforesaid, was the aforesaid lot or parcel of land in the town of Church Hill and your petitioner believes that it will be to the benefit and advantage of the said C. Bradford Dudley during his life time and his children after his death to sell said real estate and to invest the proceeds of the sale thereof to enure to the benefit of the same parties and in like manner as the original trust property.

4. That as will appear by reference to said last will and testament of Helen Senora Dudley the trust created for the benefit of C. Bradford Dudley, aforementioned, was postponed until after the death of the testator's husband, Samuel C. Dudley, who has departed this life since the death of the testator.

5. That as will appear by reference to said last will and testament, your petitioner is given a power of sale of the property coming into her hands as trustee as aforesaid.

6. That said C. Bradford Dudley has four children, three of whom are of age and the fourth of whom will be of age in August, 1928, all of whom reside in Baltimore City, Maryland, and whose names are: Anna M. Walke (nee Dudley), adult, Catherine Rose Dudley, adult, Charles Bradford Dudley, Junior, adult, and Helen M. Dudley, infant.

7. That your petitioner has had an offer to buy said property but before exercising the power of sale conferred upon her by the aforesaid last will and testament of Helen Senora Dudley, deceased, your petitioner is desirous of having this Honorable Court assume jurisdiction of the aforesaid trust estate and pass an order authorizing her to sell said property in accordance with the terms and directions contained in the aforesaid last will and testament and such order as this Honorable Court may pass in the premises. (See Exhibit C as to value of property).

Your Petitioner therefore prays this Honorable Court:

- (1) to pass an order assuming jurisdiction of this trust estate, and
- (2) to pass an order authorizing and directing your petitioner to sell the real estate comprising this trust estate upon such terms as it may direct, and,
- (3) to grant unto your petitioner such other and further relief as her case may require.

And as in duty bound etc.

Helen M. Dudley
TRUSTEE.

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

This is to certify that on this 24th. day of July, in the year nineteen hundred and twenty-eight, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Annes County, personally appeared Helen M. Dudley and made 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.

Witness my hand and seal notarial affixed the day and year herein last above written.

Notary
Public
Seal.

Nelson J. Brown
Notary Public.

PETITION'S "EXHIBIT A".
Filed July 24th. 1928.
CERTIFIED COPY OF LAST
WILL AND TESTAMENT OF
HELEN S. DUDLEY.

I, Helen S. Dudley, of Church Hill, Queen Anne's County, Maryland, do make this my last will and testament, revoking all former wills, in manner following, that is to say:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath all of my estate, as follows:

1.- I give, devise and bequeath unto my two daughters, Helen M. Dudley and Georginna S. Dudley, my household furniture of every kind and description, share and share alike. It is my desire and wish that the piano be given to my daughter, Georginna.

2.- Having already disposed of my farm in Kent County, Maryland, by giving it during my life time to my daughters Helen and Georginna, I will and devise the balance of my property as follows:

3.- I give, devise and bequeath to my daughter, Helen M. Dudley, to hold as Trustee, the balance of all of my property real and personal for the purposes hereinafter set forth. The said Helen M. Dudley, Trustee, shall collect all rents and profits and income arising from my property or any of the investments made or hereafter made, and pay the said rents, profits or income unto my son Charles Bradford Dudley and I order and direct that the said rents profits or income shall be paid into the hands of my said son, Charles Bradford Dudley, and not into the hands of another and the same shall in no way be liable for any debt or debts which my said son Charles Bradford Dudley may in the past have contracted or which he may contract after my death, it is my intention to create by this item of my will what is known as a Spendthrift Trust for the benefit of my son, Charles Bradford Dudley and his children and from and after the death of my son Charles Bradford Dudley, I will, devise and bequeath his share of my estate to be equally divided among his children, share and share alike, but no part of the principal shall be paid to any of such grandchildren until he or she shall arrive at the age of twenty-one years.

And if at any time during my lifetime I have disposed of any or all of my property, which would have been subject to this Trust, I hereby authorize my said daughter, Helen M. Dudley, Trustee, to invest such sums or proceeds for the benefit of said Trust Fund, if after my death my said daughter, Helen M. Dudley, Trustee, and my son, Charles Bradford Dudley deem it best to dispose of any or all of such property. I hereby authorize my said daughter Helen M. Dudley, Trustee, to sell said property and invest the proceeds as a Trust Fund for the benefit of said Trust as created above, the provisions of this Trust is not to be created until the death of my husband Samuel C. Dudley, as it is my desire that my husband shall have the rents and income from my estate during his natural life.

4.- I give, devise and bequeath to my son Norman S. Dudley; the two thousand (\$2,000.00) dollar mortgage which I hold of him, on his life interest in the farm in Kent County, Maryland, which farm was devised to him by the last Will and Testament of Georginna Spear, this mortgage is to be released by the Executrix of my estate, if, however, my son, Norman S. Dudley has paid me this mortgage indebtedness during my life time, then I will, devise and bequeath to him the sum of \$2,000.00) provided however that this \$2,000.00 bequest shall not in any manner effect the amount which I have heretofore described and left to my son Charles Bradford Dudley in Trust.

If my husband Samuel C. Dudley is living at the time of my death it is my desire that he should have the interest in this mortgage, during his natural life time and at his death the said mortgage is to be released as hereinbefore described.

I hereby appoint my two daughters Helen M. Dudley and Georginna S. Dudley Executrix of this my last Will and Testament and I desire that they should not be required to give bond.

In testimony whereof I have hereunto subscribed my name and affixed my seal this fourteenth day of April in the year nineteen hundred and sixteen.

Helen S. Dudley (Seal)

Signed, sealed, published and declared by the above named Testatrix as and for her last Will and Testament in the presence of us, who, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Nelson J. Brown.

Harrison W. Vickers.

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

On the eleventh day of April, 1922, came Helen M. Dudley, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Helen S. Dudley, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to her in hand and possession, and that she does not know nor has she heard of any other and that she received the same from hands of deceased, on or about the 14th day of April, 1916.

Sworn before William T. Bishop
Register of Wills of Queen
Anne's County.

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

On the eleventh day of April, 1922, came Nelson J. Brown, one of the subscribing witnesses to the foregoing last will and testament of Helen S. Dudley, late of Queen Anne's County, deceased, and made oath in due form of law that he did see the Testator sign and seal said Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament, and that at the time of her so doing she was, to the best of his apprehension of sound and disposing mind, memory and understanding and that he together with Harrison W. Vickers subscribed his name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open Court,

Sworn in Test: William T. Bishop
Register of Wills of Queen Anne's
County, Maryland.

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

On the seventeenth day of April 1922, Francis I. Bishop, Deputy Register of Wills, did carry the paper writing purporting to be the last Will and Testament of Helen S. Dudley, to Chestertown, Md., where Harrison W. Vickers, one of the subscribing witnesses to the foregoing last Will and Testament of Helen S. Dudley, late of Queen Anne's County, deceased, and did make oath in due form of law, that he did see the Testatrix sign and seal said Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament, and that at the time of her so doing she was to the best of his apprehension of sound and disposing mind, memory and understanding and that he, together with Nelson J. Brown, subscribed his name as witness to said Will at her request in her presence and in the presence of each other.

Sworn

Test: William T. Bishop
Register of Wills for Queen Anne's County.

STATE OF MARYLAND,

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing purporting to be the last Will and Testament of Helen S. Dudley, late of Queen Anne's County, deceased, having been exhibited for Probate and no objection thereto having been made, although notice according to law appears to have been given to the next relations of said deceased;

The Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, orders and decrees this eighteenth day of April, 1922, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Helen S. Dudley, deceased;

John R. Benton

Chas. E. Cannon

Judges of the Orphans' Court for Queen Anne's
County, Maryland.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the Last Will and Testament of Helen S. Dudley, deceased, as filed and passed in this office on April 18, 1922, and recorded in Liber W.T.B. No. 1, Folio 255, 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 14th. day of July, 1922.

Wm. T. Bishop
Register of Wills for Queen Anne's
County, Maryland.

CERTIFIED COPY OF DEED.
PETITIONER'S EXHIBIT B".
Filed July 24th. 1928.

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

THIS DEED, made this 17th day of July, eighteen hundred and ninety, by us, William J. Evans and Mary E. Evans, his wife, of Queen Anne's County, in the State of Maryland, Witnesseth: That in consideration of the sum of sixteen hundred and fifty dollars, we, the said William J. Evans and Mary E. Evans, his wife, do grant unto Helen Senora Dudley, of said County and State, in fee simple, the following real estate situate in Church Hill, in Queen Anne's County aforesaid, to wit:-

1st All that lot of ground on the left of the public road leading from Centreville through Church Hill to Chestertown, and which was conveyed to one William H. Gafford by William Elliott and wife by deed dated the third day of July, eighteen hundred and sixty five, and recorded in S.E.D. NO. 1, folios 570 etc., one of the Land Record Books for Queen Anne's County, to which said deed, reference is hereby specially made.

2nd All that lot of ground adjoining the above, and which was conveyed to the said William H. Gafford by William Elliott and wife, by deed dated the eleventh day of January, eighteen hundred and sixty six, and recorded in Liber S.E.D. No. 2, folio 226 etc., one of the land record books for Queen Anne's County aforesaid, to which said deed reference is hereby also specially made.

The lots above described being the same which were conveyed to the said William J. Evans by William H. Gafford and wife, by deed dated the 12th day of July, 1890, and to be recorded among the land records of Queen Anne's County, immediately preceding this Deed. Excepting and reserving herefrom however, all that part of the property above described which was conveyed by the said William J. Evans and wife to Richard Anderson by deed dated the day of February, eighteen hundred and eighty nine, and recorded in Liber W.D. No. 2, folio one of the land record books for Queen Anne's County aforesaid.

And the said William J. Evans hereby covenants that he will warrant generally the property hereby conveyed.

Witness our hands and seals.

Test: R. T. Armstrong.

Wm. J. Evans (SEAL)

Mary E. Evans (SEAL)

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

I hereby certify that on the 17th day of July, eighteen hundred and ninety, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared William J. Evans and Mary E. Evans, his wife, and did each acknowledge the foregoing deed to be their respective act.

R. T. Armstrong, J. P.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the foregoing deed is truly taken and copied from Liber W.D. No. 4, fol. 445 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 14th. day of July, in the year 1928.

B. Hackett Turner, Clerk.

131368

PETITIONER'S "EXHIBIT C".
Filed July 24th. 1928.

Church Hill, Maryland.
July 24, 1928.

We, the undersigned, both residents of Queen Annes County, Maryland, and being familiar with the values of land in said County, do hereby certify that according to the best of our belief and judgment the drug store property in the town of Church Hill, Queen Annes County, which is held by Helen M. Dudley as Trustee for C! Bradford Dudley, is worth about Five Thousand Dollars (\$5000.00).

G. V. Hollingsworth.

John R. Smith.

ORDER OF COURT GRANTING PETITION.

IN THE MATTER OF THE
TRUST FOR THE BENEFIT
OF C. BRADFORD DUDLEY.

X IN THE CIRCUIT COURT
X FOR QUEEN ANNE'S COUNTY,
X IN EQUITY:
X CHANCERY No.
X

Upon the foregoing Petition, affidavit and exhibits, it is this 31st. day of July, in the year nineteen hundred and twenty eight, by the Circuit Court of Queen Anne's County, in Equity, and by the authority of said Court, Adjudged, Ordered and Decreed, that jurisdiction be and it is hereby assumed by this Court over the trust estate created by the last will and testament of Helen S. Dudley, late of Queen Anne's County, deceased, for the benefit of C. Bradford Dudley and of which Helen M. Dudley was named trustee by said last will and testament.

And it is further adjudged, ordered and decreed that said Helen M. Dudley shall continue to act as Trustee of said trust estate with full power and authority to execute the aforesaid trust; and that before exercising any further duties as such trustee the said Helen M. Dudley shall first file with the Clerk of this Court a bond to the State of Maryland, executed by herself and by a surety or sureties to be approved by this Court, in the penalty of Five Thousand dollars if corporate and double that amount if personal surety, conditioned for the faithful performance and execution of the trust reposed in her by this decree, or that may be reposed in her by any future order or decree in the premises, and for the safe, secure and proper management of said trust estate in accordance with the terms and provisions of the said last will and testament of Helen S. Dudley, deceased.

And it is further Adjudged, Ordered and Decreed that the said Trustee be and she is hereby empowered and directed to sell the real estate comprising this trust estate at private sale for not less than the estimated value thereof as shown by the Exhibit C filed with the foregoing petition, upon the following terms and conditions: fifteen hundred dollars (\$1,500.00) of said purchase money payable at the time of sale and the balance to be represented by a purchase money mortgage, containing the usual covenants, to secure same payable in not exceeding 5 years from day of sale, with interest from day of sale, or all cash at the option of the purchaser, and on the payment of the aforesaid sum of fifteen hundred dollars (\$1,500.00) and the execution and delivery of the aforesaid purchase money mortgage (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, his, her or their heirs, the property to him, her or them sold. And the said Trustee shall bring into this Court the money arising from said sale, to be invested under the direction of this Court, after deducting the costs of this proceeding and such commission as the Court shall think proper to allow in consideration of the skill, attention and fidelity, wherewith she shall appear to have discharged her trust.

Thomas J. Keating.

CERTIFIED COPY OF BOND.
Filed Aug. 17th. 1928.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of August, 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, Helen M. Dudley, of Queen Anne's County, State of Maryland, as principal and New Amsterdam Casualty Company, a body corporate 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, (\$5,000.00), current money, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th. day of August, in the year of our Lord nineteen hundred and twenty eight.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the thirty first day of July, in the year nineteen hundred and twenty eight in a cause in said Court entitled "In the matter of the trust for the benefit of C. Bradford Dudley.", the said Helen M. Dudley was constituted Trustee for the purposes set forth in said decree and for the purpose of carrying out the terms and conditions of the last will and testament of Helen S. Dudley, late of Queen Anne's County, deceased.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Helen M. Dudley do and shall well and faithfully perform and execute the trust reposed in her by said decree or that may be reposed in her by any future order or decree in the premises and shall safely, securely and properly manage the said trust estate in accordance with the terms and provisions of the said last will and testament of Helen S. Dudley, deceased, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness:

Robert M. Goldey,
Asst. Secretary. Seal's
Place.

Helen M. Dudley, (SEAL)
Trustee.
New Amsterdam Casualty Company,
a body corporate,
By J. S. Mahon,
Vice-President.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Aug. 17th. 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. 357, a Bond record book for Queen Anne's Co.

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 August, in the year 1928.

B. Hackett Turner, Clerk.

PETITION FOR PAYMENT
OF COUNSEL FEE.
Filed Oct. 10th. 1928.

IN THE MATTER OF THE
TRUST ESTATE FOR THE
BENEFIT OF C. BRADFORD
DUDLEY.

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

To the Honorable, the Judges of said Court:

The petition of Thomas J. Keating, Junior, to your Honors respectfully shows:

That, as attorney for the Trustee in the above entitled cause he prepared the petition for the assumption of jurisdiction of the trust estate and the other papers necessary to be filed by the Trustee in order to procure a sale of the property comprising the trust estate, and rendered legal assistance to the Trustee in the conduct of said sale, the proceeds of which are in the hands of the Trustee represented by a mortgage in the amount of thirty five hundred dollars (\$3,500.00), and cash in the savings department of the Church Hill Bank of Maryland in the amount of fifteen hundred dollars (\$1,500.00).

Your Petitioner therefore prays that this Honorable Court may pass an order allowing him a reasonable counsel fee for the legal services rendered by him as attorney as aforesaid, the same to be paid by the Trustee out of the proceeds of sale made by said Trustee.

And as in duty bound etc.

Thos. J. Keating, Jr.
PETITIONER.

H31368

TRUSTEE'S REPORT OF SALE.
Filed December 11th. 1928.

IN THE MATTER OF THE TRUST
ESTATE FOR THE BENEFIT OF
C. BRADFORD DUDLEY.

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

To the Honorable, the Judges of said Court:

The report of sale of Helen M. Dudley, Trustee in the above entitled cause, respectfully shows unto your Honors:

1. That in accordance with the decree passed in this cause by this Honorable Court on the thirty first day of July, nineteen hundred and twenty eight, your Trustee, after having given bond in the penalty of five thousand dollars (\$5000.00), approved by the Clerk of this Court, did, on the seventeenth day of August, nineteen hundred and twenty eight, proceed to make sale of the real estate by said decree directed to be sold and did sell the same unto Elmer W. Sterling, of Queen Anne's County, Maryland, for the sum of five thousand dollars (\$5,000.00), fifteen hundred dollars (\$1,500.00) of which was paid in cash on the day of sale and a purchase money mortgage given for the balance of thirty five hundred dollars (\$3,500.00), payable five years from the date of sale with interest from day of sale at the rate of six per cent per annum.

Respectfully submitted,

Helen M. Dudley
TRUSTEE.

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

This is to certify that on this 10th day of Dec. in the year nineteen hundred and twenty eight, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Helen N. Dudley, Trustee, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true to the best of her knowledge and belief and that the sale therein reported was fairly made.

Notary
Public
Seal.

Nelson J. Brown
Notary Public.

N I S I.

IN THE MATTER OF THE
TRUST ESTATE FOR THE
BENEFIT OF C. BRADFORD
DUDLEY.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CHANCERY NO. 2649.

ORDERED, This 11th. day of December, A.D., 1928, that the sale of the real estate made and reported in this cause by Helen M. Dudley, Trustee, 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 \$5,000.00.

Filed December 11th. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Feby. 27th. 1929.

ORDER NISI.

IN THE MATTER OF THE TRUST ESTATE FOR THE BENEFIT OF BRADFORD C. DUDLEY.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, in EQUITY. CHANCERY No. 2649.

Ordered, this 11th. day of December, A.D., 1929, that the sale of real estate made and reported in this cause by Helen M. Dudley, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 17th day of January next.

The Report states the amount of sales to be \$5000.00.

True Copy---

B. HACKETT TURNER, Clerk.

Test: B. HACKETT TURNER, Clerk.

Filed December 11th. 1928.

This is to certify that the order nisi in the matter of the trust estate for the benefit of C. Bradford Dudley, for which the attaches is a copy, was published in the Queenstown News, a weekly paper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the seventeenth day of January, in the year nineteen hundred and twenty nine.

THE QUEENSTOWN NEWS.

Filed Feby. 27th. 1929.

by M. W. Aker.

ORDER OF COURT RATIFYING SALE.

IN THE MATTER OF THE
TRUST ESTATE FOR THE BENEFIT OF C.
BRADFORD DUDLEY.

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

ORDERED, this 1st. day of March, 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 by Helen M. Dudley, Trustee, and reported in the above proceeding, 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 of ratification nisi; and the Trustee is allowed the usual Trustee's commission and all expenses, not personal, for which she shall produce vouchers to the Auditor.

Filed March 18th. 1929.

Lewin W. Wickes.

ORDER OF COURT GRANTING PETITION

Upon the foregoing petition it is order this 29th. day of March, 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 Helen M. Dudley, Trustee in the above entitled cause, be and she is hereby authorized and empowered to pay out of the proceeds of the sale of the real estate made by her, the sum of seventy five dollars to the petitioner, Thomas J. Keating, Junior, as a counsel fee for the legal services rendered by the said Thomas J. Keating, Junior, as Attorney for said Trustee,.

Filed March 30th. 1929.

Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed May 20th. 1929.

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

In the Matter of the Trust Estate ((
for the benefit of Charles Bradford)) Cause 2749.
Dudley. ((

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 Helen N. Dudley who is the trustee making the sale reported in this cause, is charged with the gross amount of the sale of the real estate made by her as per her report filed December 11, 1928, and is then thereout allowed as follows:

Her commissions in accordance with the rul_ of the court directed to be allowed by the order of court making final ratification of the sale, the court costs of these proceedings, per statement made by the Clerk of the Court, the cost of the bond filed by her, the cost of advertising the order nisi as to the sale made, the amount of the gees paid T.J. Keating, jr., according to the order of the court, per vouchers exhibited for these allowances, the fee of the auditor and the cost of advertising order nisi to be passed as to this account.

That the balance of the sale remaining after these allowances becomes the funds of the trust created by Item three of the will of Helen S. Dudley filed in this cause for the benefit of Charles Bradford Dudley for his life, with the remainder to his children, and in the within account is distributed to the said Helen N. Dudley as trustee of the trust created by said will.

Respectfully submitted.

Madison Brown
Auditor.

Cause 2749.

The proceeds of the sale of the real estate of the trust estate created by the will of Helen S. Dudley, for the benefit of Charles Bradford Dudley during his life, remainder to his children, in account with Helen N. Dudley, trustee of said trust estate under said will.

Cr.

1928,
August

17. By the amount of the gross sale of the real estate made by said trustee this date, per her report of sale filed December 11, 1928; \$5,000.00

Dr.

" "	To Helen N. Dudley, Trustee, for her commissions for making the sale reported, per order of court dated March 1, 1929, making final ratification of the sale reported, to wit:	\$245.00
	To do., for the court costs of this suit per statement of Clerk of court as follows:	
	Costs of B.H. Turner, clerk, paid per receipt on statement, 15.25	
	Costs of W.T. Bishop, Register, paid per receipt on statement, 3.50	18.75
	To do., for the costs of her bond with corporate surety thereon filed in this cause for one year, paid said surety per receipted statement exhibited, to wit: the sum of	20.00
	To do., for the amount paid the Queenstown News for the costs of advertising the order nisi on the sale reported, per receipted statement for same exhibited, to wit: the sum of	3.50
	To do., for the amount paid Thomas J. Keating, jr., for his fee for services rendered allowed by the order of court passed in this cause, to wit: the sum of	75.00
	To do., for the cost of advertising the order nisi to be passed as to this report and account,	3.00
	To Madison Brown, auditor, for stating this account, to wit: the sum of	4.50

To Helen N. Dudley, as trustee named in Item three of will of Helen S. Dudley, in trust for Charles Bradford Dudley for his life, and in trust after his death to be divided among his children this balance, to wit: the sum of

\$4,630.25

\$5,000.00 \$5,000.00

May 18, 1929.

Madison Brown
auditor.

NISI RATIFICATION OF AUDIT.

IN THE MATTER OF THE TRUST
ESTATE FOR THE BENEFIT OF
CHARLES BRADFORD DUDLEY.

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IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2749.

ORDERED, This 20th. day of May, 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 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 20th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed June 15th. 1929.

NISI RATIFICATION OF AUDIT.

IN THE MATTER OF THE TRUST ESTATE FOR THE BENEFIT OF CHARLES BRADFORD DUDLEY.
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY; IN EQUITY. CASE NO. 2749.

ORDERED, This 20th. 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 20th. 1929.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., June 14, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the Matter of the Trust Estate for the benefit of Charles Bradford Dudley, Case #2749, 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 in each of two successive weeks before the 7th day of June in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

FINAL ORDER RATIFYING AUDIT.

In the Matter of the Trust Estate
for the benefit of C. Bradford
Dudley.

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Chancery Cause #2749.

ORDERED this 18th. day of June, in the year 1929, 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, and that the Trustee apply the proceeds accordingly.

Filed June 18th. 1929.

Thomas J. Keating.

431368





CHANCERY CAUSE #2750.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 6th. 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.

Margaret Gadd Ashley, an infant under
the age of twenty one years,
by John M. Ashley, her husband, as her
next friend,
Helena S. Raskob and said
John M. Ashley, in his own right, Plaintiffs,

versus

Albert Sydney Gadd, Junior,
Ruth B. Gadd, his wife, and
John Denwood Gadd, Defendants.

To the Honorable, the Judges of said Court:-

Your Orators, complaining, say:

1. That your oratrix, the said Margaret Gadd Ashley, is an infant over the age of eighteen years and under the age of twenty one years, and is married to the said John M. Ashley, and brings this suit by him as her next friend.

2. That one George W. Taylor, late of said county, deceased, departed this life sometime in the year eighteen hundred and seventy six, seized and possessed, inter alia, of the following described tract of land, to wit:

A lot of land composed of tracts or parts of tracts of land called or known as "The Ruth Farm", "Reward", "Jerusalem", "Elbert's Choice", situate, lying and being in lower Corsica Neck in the Third Election District of Queen Anne's County, State of Maryland, bounded on one side by the waters of Corsica River and several coves thereof, on another side by lands of the said Helena S. Raskob, upon another side by Grove Creek, and upon the remaining side by the land of William B. Earle and that of Samuel T. Earle, and containing 528 acres and 1 rood of land, more or less, and being the same described in the deed to the said George W. Taylor from John B. Brown, trustee, dated March 13, 1874, and recorded in Liber W.A.G.H. No. 1, a land record book of said county, on folio 44 etc., a certified copy of this deed marked "Exhibit M. G. A. No. 1" is filed herewith as part hereof.

3. That the said George W. Taylor at the time of his death as aforesaid left a last will and testament dated April 30, 1876, duly executed to pass real estate which was shortly after his death duly admitted to probate before the Orphans' Court of said county; a certified copy of said will marked "Exhibit M. G. A. No. 2" is filed herewith as part hereof.

4. That as will appear by reference to said exhibit, the said George W. Taylor, by item four of said will, devised said land unto his daughter, Maggie E. Taylor, for and during the term of her natural life, and no longer, with remainder to her children living at the time of her death, and to the issue of any deceased child or children of hers, such issue taking the share to which said deceased child or children would be entitled, if living,

5. That the said Maggie E. Taylor, whose real name was Margaret E. Taylor, after the death of her father, married one Albert Sydney Gadd, senior, and departed this life sometime in the year 1910, leaving surviving her as her only issue three children, to wit: the said Albert Sydney Gadd, junior, John Denwood Gadd and the said Margaret Gadd Ashley, who at the death of her mother was Margaret T. Gadd and who is now by marriage Margaret Gadd Ashley. (Note: Margaret Taylor Gadd left no issue of any deceased child by her).

6. That under the terms of said will, and by virtue of being the only surviving issue of their mother, Margaret Taylor Gadd, the said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley are seized and possessed as tenants in common in equal parts, of the land above described.

7. That the said land cannot be divided without loss or injury to the parties interested therein and now owning the same as set forth in the preceding paragraph, and the same should be sold under a decree of the court, and a division of the money arising from said sales be made among the said parties according to their respective rights.

8. That the said Albert Sydney Gadd, junior, is married to the said Ruth B. Gadd, and the said John M. Ashley and Margaret Gadd Ashley are as stated above husband and wife.

9. That on August first, 1928, the said Albert Sydney Gadd, junior, and John Denwood Gadd, acting for and on behalf of themselves, and the said John M. Ashley, acting for and on behalf of the said Margaret Gadd Ashley, entered into a written contract to sell said land unto the said Helena S. Raskob at and for the sum of forty five thousand dollars to be paid with interest from August 1, 1928, at the rate of four per centum per annum as soon as the said Helena S. Raskob shall receive a good and sufficient deed for said land as by said contract provided; a copy of said contract marked "Exhibit M.G.A. No. 3" is filed herewith as part hereof, (the original contract will be produced when required).

10. That the additional terms of said contract are as follows:- one half of the corn crop now growing on that part of said land called "The Ruth Farm", all the corn crop and fodder now growing on that part of said land called "Jerusalem", and certain silos are reserved from the sale; that one half of the corn crop on said Ruth farm shall pass to the purchaser; that the straw and fodder (of Ruth Farm) shall remain for use of farm; that the taxes of 1928 are to be adjusted as of day of date of deed; that the sale shall be reported to this court for its ratification; that all the costs of the suit for ratification, and all attorney's fees and charges and trustee's commissions thereof shall be paid by the purchaser to the relief of the vendors so that the vendors shall receive forty five thousand dollars as net sale, clear of costs, fees and trustee's commissions; that the said Helena S. Raskob shall receive by the deed to be given her a fee simple title to said land clear of liens and encumbrances, as well as the right and title of parties to the suit.

11. That the said John M. Ashley and Ruth B. Gadd have agreed by said contract to the sale of said land clear of their inchoate rights of dower.

12. That your orators are advised that said contract cannot be fulfilled without the aid of this Honorable Court.

13. That it will be to the interest and advantages of all parties now owning said land, that is to say, that it will be to the interest and advantages of both the said Margaret Gadd Ashley, infant, and of her two brothers, the said Albert Sydney Gadd, junior, and John Denwood Gadd, that the sale so made unto the said Helena S. Raskob be confirmed by this Honorable Court and that said land be sold under these proceedings unto her, for said purchase price and under said terms, for the reason that said purchase price is a fair market value of said land and as much if not more than said land will bring at public sale and for other reasons to be made known at the hearing.

14. That the defendants, the said Albert Sydney Gadd, junior, Ruth B. Gadd, his wife, and John Denwood Gadd, all reside in Queen Anne's County aforesaid.

TO THE END THEREFORE:

- (1) That said real estate may be sold under the decree of this court for purpose of partition of proceeds of sale among the parties entitled thereto.
- (2) That the land may be sold under said decree free and clear of the dower of rights therein of the said John M. Ashley and the said Ruth B. Gadd.
- (3) That a division of the proceeds of said sales may be had among the parties owning said land according to their respective interest and rights under the direction of this court.
- (4) That the said contract by which said land has been sold unto the said Helena S. Raskob may be ratified by this Honorable Court.
- (5) That a trustee may be appointed to convey said real estate unto the said Helena S. Raskob, her heirs and assigns, after the payment by her of the said purchase money and interest thereon and after payment of all the costs of the sale and this cause, by a good and sufficient deed as set forth in the contract of sale, and free, clear and discharged also of the rights of all the other parties to this bill.
- (6) That said trustee to be so appointed may be clothed with the power and authority to collect and receive said purchase money and be directed to bring the same into this court for distribution under its order.
- (7) That your orators may have such other and further relief as the case may require.
- (8) May it please Your Honors to grant unto your orators the writ of subpoena against the said Albert Sydney Gadd, junior, Ruth B. Gadd, his wife, and John Denwood Gadd, all residing in Queen Anne's County aforesaid, commanding them and each of them to appear in this court, at some certain day to be named therein, to answer the premises and abide and perform such decree as may be passed therein.

And as in duty bound &.,

Madison Brown
Solicitor of the plaintiffs.

For authority from John M. Ashley to use his name as the next friend of Margaret Gadd Ashley see next page.

To Madison Brown, Attorney at Law,

Centreville, Maryland:

I, the undersigned, John M. Ashley, the husband of Margaret Gadd Ashley, an infant under twenty one years of age mentioned in the foregoing bill of complaint, do hereby give you the power and authority to use my name as the next friend of the said Margaret Gadd Ashley in said bill of complaint and in the suit, which will be commenced by the filing of said

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bill of complaint. I desire that the said Margaret Gadd Ashley sue by said bill by and through me as her next friend.

John M. Ashley.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
"To lie in Office".

QUEEN ANNE'S COUNTY, TO WIT;

THE STATE OF MARYLAND.

TO

Seal's Place. Albert Sydney Gadd, Jr.,
Ruth B. Gadd,
John Denwood Gadd.

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 Margaret Gadd Ashley, Infant, 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 August, 1928.
Issued the 6th. day of August, in the year 1928.

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.

PETITION FOR THE APPOINTMENT
OF A SPECIAL EXAMINER.
Filed Aug. 6th. 1928.

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

Margaret Gadd Ashley, infant,
by John M. Ashley, her husband,
Helena S. Raskob and
John M. Ashley, in his own right,

vs.

Albert Sydney Gadd, junior,
Ruth B. Gadd, his wife, and
John Denwood Gadd.

Cause No. 2750.

To the Honorable, the Judges of said Court:

The petition of Margaret Gadd Ashley, infant, John M. Ashley and Helena S. Raskob, the complainants of the above entitled cause, unto Your Honors respectfully sets forth:

That the answer of the defendants as to the bill of complaint has been filed and although it appears by reference to the same the defendants admit the matters and facts set forth in the bill, yet evidence is necessary to establish the allegations of the bill because of the nature thereof.

That your petitioners are advised that at the present there is no person in the court holding the position of regular examiner to take such testimony except C.E. Tucker, who is incapacitated and that the appointment of a special examiner for the purpose is, therefore, necessary.

Your petitioners, therefore, prays Your Honors to pass an order appointing someone special examiner to take the testimony required in the above entitled cause.

And as in duty bound &.,

Madison Brown
Solicitor for the petitioners,
the plaintiffs.

Ordered, on this sixth day of August by the Orphans' Court for Queen Anne's County in Equity, upon the foregoing petition, that James T. Earle, be, and he is hereby appointed special examiner to take the testimony required in the above entitled cause with the authority to proceed in due course.

Filed Aug. 7th. 1928.

Thomas J. Keating.

ANSWER OF DEFENDANTS.
Filed Aug. 7th. 1928.

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

Margaret Gadd Ashley, infant,
by John M. Ashley, her husband,
as her next friend,
Helena S. Raskob and
said John M. Ashley, in his own right, Plaintiffs,

versus

Albert Sydney Gadd, junior,
Ruth B. Gadd, his wife, and
John Denwood Gadd, Defendants.

To the Honorable, the Judges of said Court:

The joint and several answer of Albert Sydney Gadd, junior, John Denwood and Ruth B. Gadd, the wife of the said Albert Sydney Gadd, junior, to the bill of complaint filed against them in the above entitled cause by Margaret Gadd Ashley, et al.; These defendants admit the several matters and things set forth in said bill of complaint to be true and hereby consent to the passage of such decree as may be right and proper in the premises.

A. S. Gadd, Jr.

John D. Gadd.

Ruth B. Gadd.

TESTIMONY.
Filed Aug. 9th. 1928.

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

Cause No. 2750.

Margaret Gadd Ashley, an infant, by John M. Ashley, her husband, as her next friend,
Helena S. Raskob, and John M. Ashley, in his own right,

vs.

Albert Sydney Gadd, junior, Ruth B. Gadd, his wife, and John Denwood Gadd.

To the Honorable, the Judges of said Court:

I, James T. Earle, special examiner, appointed to take the testimony in above cause, do certify as follows:

That prior to the taking of any testimony I took before the clerk of this court the oath required of me as examiner; that I received notice from Madison Brown, solicitor of the plaintiffs, of his desire to take testimony in this cause; that it appears that by their answer the allegations of the bill had been admitted by the defendants; that Madison Brown stated to me that he gave the defendants notice of the taking of testimony and that they stated to him they having admitted the allegations did not desire to be present. Albert Sydney Gadd-first witness of lawful age of plaintiffs-being duly sworn, and examined, deposes and says as follows:

First interrogatory.

Please state your name, age and place of residence.

Answer.

My name is Albert Sydney Gadd. My age is 67 years and I reside near Centreville, Maryland on a farm, and I am a farmer.

Second interrogatory.

State whether or not you know the parties to this cause or any of them, and if so, state which of them you know and how long you have known them.

Answer.

I know all the parties to this cause, Margaret Gadd Ashley, Albert Sydney Gadd, junior, and John Denwood Gadd are my children, and I know them since their births. I have known Helena S. Raskob about three years. John M. Ashley is the husband of my daughter, Margaret and him I have known about three years. Ruth B. Gadd is the wife of my son, Albert Sydney Gadd and I have known her about five years.

Third interrogatory.

Were you or not acquainted with one Maggie E. Taylor, who was the daughter of George W. Taylor, late of Queen Anne's County, and if so, state how long you knew her, what relation, if any, you bore to her and whether she is living or dead, and if dead, when and where she died?

Answer.

I knew her well. I became acquainted with her about thirty eight years ago, and I married her in eighteen hundred and ninety seven. She died in nineteen hundred and ten. She was married but once and that to me.

Fourth interrogatory.

What issue was born to the said Maggie E. Taylor, and what issue did she leave surviving her at the time of her death?

Answer.

Only three children were born to her and me, the said Albert Sydney Gadd, junior, the said John Denwood Gadd and Margaret Taylor Gadd, who is now the said Margaret Gadd Ashley, all parties to this suit. My wife, who was called Margaret as well as Maggie, as called in the will of her father's, left surviving her no other issue, other than her three children; she left no grandchildren or children of deceased children by her.

Fifth interrogatory.

Please give the birthdays of each of the children of you and your wife.

Answer.

Albert Sydney Gadd, junior, was born September 7, 1898.
John Denwood Gadd was born January 3, 1905.
Margaret Taylor Gadd, now Margaret Gadd Ashley was born April 7, 1908.

Sixth interrogatory.

Were you or not acquainted with the George W. Taylor?

Answer.

I had no personal acquaintance with him.

Seventh interrogatory.

Do you or not know if he left a last will and testament?

Answer.

I know he did, for I have often seen and read the same, or the record of the same in the office of the Register of Wills of said County. I am familiar with the contents of the same because he left by the will, land to my wife for her life and then to her and my children. I became familiar with the will because of this land.

Eighth interrogatory.

I now hand you a paper writing marked "Exhibit No. 2".
Please examine the same and state what it is.

Answer.

It is a certified copy of the will of the said George W. Taylor. The Plaintiffs now file said Exhibit No. 2 with examiner.

Ninth interrogatory.

By the fourth item of his will, George W. Taylor devised unto Maggie E. Taylor, his daughter, for her life, and then to her children, all his property in lower Corsica Neck which formerly belonged to John C. Ruth and which he bought of William J. Price and John B. Brown, trustees.

Are you or not acquainted with this property, and if so, please describe the same.

Answer.

I am acquainted with this property and it is the same I have already mentioned in this testimony. I became well acquainted with the land in the lifetime of my wife and know every foot of it. After my wife died I became the manager of it as guardian of my children, and I have managed it for eighteen years. I lived on it for nine years. My son, Sydney, now lives on it. It was a tract of land which John B. Brown, as trustee for sale of the land of John C. Ruth, conveyed to the said George W. Taylor, and contains 528 acres and one rood. It is called "The Ruth Farm", and is composed of tracts or parts of tracts called "Jerusalem", "Reward", "Macklin's Choice", . . . About one hundred acres are in woods. I sold the timber of woods while I was guardian for my children. This farm is bounded by Corsica River land of Helena S. Raskob, Grove Creek, land of William B. Earle and the land of Samuel T. Earle.

Tenth interrogatory.

State who now owns this land.

Answer.

It is now owned by my three children, Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley in equal parts under the will of George W. Taylor.

Eleventh interrogatory.

I now hand you a paper writing marked "Exhibit M. G. A. No. 1". Please examine the same and state what it is.

Answer:

It is a copy of the deed which John B. Brown, trustee, gave George W. Taylor for this land. I am familiar with the deed and have seen the original.

The plaintiffs now file said Exhibit No. 1 with examiner.

Twelfth interrogatory.

State whether or not this land described by you can be divided between your 3 children who now own the same without loss or injury to them, and give your reason for your answer.

Answer.

It cannot be divided without loss or injury, and this is plain to any one familiar with the lay and shape of this land. There is but one set of buildings on the farm and these are near one another. On division these buildings would pass with the one part only and the other two children would have land without buildings. The land is of different quality and some would have more valuable parts than others if divided. It will be better for the children that this land be sold and proceeds divided, for each child would be better off.

Thirteenth interrogatory.

What contract, if any, has been recently made for the sale of this land, and state how you became acquainted with the same?

Answer:

My son, Albert Sydney Gadd, junior, and my son, John Denwood Gadd, acting each for himself, and John M. Ashley, acting for and on behalf of my daughter, Margaret Gadd Ashley (who is over 18 years, but under 21 years of age) have entered into a written contract by which they have agreed to sell this land unto Helena S. Raskob, the plaintiff, for \$45000.00. I was present when this contract was made, and when it was signed by my two sons, John M. Ashley, acting for his wife and Helena S. Raskob.

Fourteenth interrogatory.

I now hand you a paper writing marked "Exhibit M. G. A. No. 3". Please examine the same and state if you know what it is.

Answer:

It is a copy of the contract which I have mentioned.

The plaintiffs now file said Exhibit No. 3 with the examiner.

Fifteenth interrogatory.

State whether or not in your opinion, it will be to the interest and advantage of your infant daughter, Margaret Gadd Ashley, and of both of your sons, Albert Sydney Gadd, junior, and John Denwood Gadd, that is to say, to the interest and advantage of all three of said children that the contract so made be ratified and confirmed by this court and that said land be sold in these proceedings under said contract and the terms thereof unto the said Helena S. Raskob at the purchase price mentioned therein.

Answer.

In my judgment the contract should be ratified and confirmed for the reason that it will be to the interest and advantage of all my three children to do so. The purchase price is as much or more than would probably be realized for the land at a public sale and under the contract the children will receive the purchase price mentioned clear of all costs and other charges against the sale made. The terms of the contract are very favorable in my judgment for the children. There is always some uncertainty as to what land will bring at public sale, and this private sale for a certain satisfactory price is commendable.

Examiner's interrogatory.

Answer.

I do not.

A. Sydney Gadd.

Madison Brown then stated to the special examiner that he had no more witnesses he could produce this day and stated to the examiner that he desired the taking of the testimony to be adjourned until three o'clock of August 8th., when he produced another witness on part of the plaintiffs at his office.

The examiner then adjourned the taking of the testimony until August 8, 1928, at the hour of three o'clock P. M.

I, James T. Earle, special examiner, do further certify Your Honors, as follows:

That pursuant to the understanding had at time of adjournment of the taking of the preceding testimony that I did attend on August 8, 1928, at the hour of three o'clock P.M. at the office of Madison Brown in the town of Centreville, Maryland, and then and there proceeded in his presence to take the following testimony, that is to say:

David D. Taylor, of lawful age, was produced as a witness on the part of the plaintiffs and being first duly sworn by me deposes on examination and says:

First interrogatory.

Please stated your name, age, occupation and place of residence.

Answer.

My name is David D. Taylor. I am 63 years old, and I live near Centreville, Queen Anne's County, and I am a farmer.

Second interrogatory.

The plaintiffs in this suit are Margaret Gadd Ashley, John M. Ashley, her husband, and Helena S. Raskob,. State which of these you know and how long you have known them.

Answer.

Margaret Gadd Ashley is my niece and I have known her since her birth. John M. Ashley is her husband and I have known him about two years. Helena S. Raskob I know only by sight.

Third interrogatory.

The defendants to the suit are Albert Sydney Gadd, junior, Ruth B. Gadd, his wife, and John Denwood Gadd. State if you know either of them, and if so, how long.

Answer.

Albert Sydney Gadd, junior, and John Denwood Gadd are my nephews and I have known them since they were born. Ruth B. Gadd is the wife of Albert Sydney Gadd, junior, and I have known her for some years.

Fourth interrogatory.

State whether or not you were acquainted with Maggie E. Taylor, who was the daughter of George W. Taylor, late of Queen Anne's County, deceased, and if so, state whether she is living or dead, and if dead, when she died.

Answer.

I was acquainted with her. She was my sister, and George W. Taylor was our father. He died in 1876. Maggie E. Taylor, my sister, married Albert Sydney Gadd, senior. She died in 1910. My sister's real name was Margaret E. Taylor.

Fifth interrogatory.

State whether or not your sister, Maggie E. Taylor, later Margaret Taylor Gadd, left any descendants living at the time of her death, and if so, name them and state their ages if you know them.

Answer.

She left surviving her three descendants only and these are her children, Margaret Gadd Ashley, who is over eighteen years of age, but under twenty one years if age, the said Albert Sydney Gadd, junior, and John Denwood Gadd, her brother, both of whom are over twenty one years of age.

Sixth interrogatory.

State if you know the farm or tract of land in lower Corsica Neck called "The Ruth Farm", "Jerusalem", and "Reward", and if so how long you have known the land and how you became acquainted with it.

Answer.

I know the land well and I have known it practically all my life. It is bounded by Corsica River, the land of Helena S. Raskob, Grove Creek, the land of Dr. Samuel T. Earle and that of William E. Earle. I have been on it frequently and have hunted all over it. It belonged to my father, George W. Taylor, and after his death Maggie E. Taylor afterwards Margaret Taylor Gadd owned it for her life.

Seventh interrogatory.

State if you know who now owns it.

Answer.

My father, George W. Taylor, left a last will and testament when he died and this land I have mentioned he left to my sister, then Maggie E. Taylor, for her life and then to her children, and since she is dead, the three children of my sister received the land under his will.

Eighth interrogatory.

I now hand you a paper writing marked "Exhibit M. G. A. No. 2", which has already been filed with the examiner. Examine it and state what it is.

(Witness is now shown the said exhibit).

Answer.

It is a copy of the will of my father, George W. Taylor; I am familiar with the will, for I have often read it and discussed it. The property given by this will to my sister for life is the property which I have spoken of and which is now known as "The Ruth Farm". The three children of my sister named by me now own this property under this will.

Ninth interrogatory.

State whether or not in your opinion the land which you described as knowing can be divided between Margaret Gadd Ashley, Albert Sydney Gadd, junior, and John Denwood Gadd without loss or injury.

Answer.

In my opinion it cannot be divided, without loss or injury to the parties owning it. It can not be divided into three parts of equal value. Some of the parts would have different quality of land and the different value from the others. One part would receive all the buildings as they are located close together, and one part or two parts might have a more valuable location. It will be better for all parties that the farm be sold for division to Mrs. Raskob, who I understand has agreed to buy it. A part of the land is poor, and a part a better quality.

Tenth interrogatory.

I now hand you a paper writing marked "Exhibit M. G. A. No. 4", which has already been filed with the examiner and which is a contract by which Albert Sydney Gadd, junior, John Denwood Gadd, acting for themselves and John M. Ashley, acting for and behalf of his wife, sell the land, which you have mentioned unto Helena S. Raskob, for \$45000.00, on the terms set out at length in said writing. Please examine this paper writing and read the same and then state whether or not in your opinion it will be to the interest and advantage of Margaret Gadd Ashley, the infant under twenty one years of age, and also to the interest and advantage of Albert Sydney Gadd, junior, and John Denwood Gadd that the land called "The Ruth Farm", "Jerusalem", and "Reward" described by you be sold unto the said Helena S. Raskob for the sum of forty five thousand dollars under the terms set forth in said contract and that the said contract so making said sale be ratified and confirmed by the court and give your reasons for the answer.

Answer.

There is no doubt in my mind that the sale to Mrs. Raskob as set forth in the contract of sale which I have read should be carried out for the reason that this sale is one greatly to the interest and advantage to all three children of my sister, and if possible it should be ratified and confirmed by the court. The purchase price is a very good one and one which might not be realized at public sale or at private sale another time. The money the children will receive if invested even at a lower rate than legal interest will year by year produce more than the rents from the farm will produce judging by returns from the farm and from other farms for a good many years back.

Examiner's special interrogatory.

Answer.

I do not.

David D. Taylor.

Madison Brown, solicitor of the plaintiffs, at this point stated to me that he had no more witnesses that he could produce today and he requested me to adjourn the taking of testimony until the hour of ten o'clock of August 9, 1928, when he would be ready to proceed with the taking of testimony at his office.

I, therefore, adjourned the taking of the testimony until August 9, 1928, at ten o'clock.

I, James T. Earle, special examiner, do further certify unto Your Honors as follows:

That pursuant to the understanding had at the time of the close of the taking of the preceding testimony that I did attend on August 8, 1928, at the hour of ten o'clock at the office of Madison Brown, solicitor of the plaintiffs, and then and there in his presence proceeded to take the following testimony, that is to say:

Charles M. West, a witness of lawful age was the next witness produced on the part of the plaintiffs and being first duly sworn by me deposes on examination and says as follows, to wit:

First interrogatory.

Please state your name, place of residence and occupation.

Answer.

I am Charles M. West, Centreville, Maryland. Farmer and Banker.

Second interrogatory.

This is a proceeding of Margaret Gadd Ashley, and John M. Ashley, her husband, and Helena S. Raskob against Albert Sydney Gadd, junior and John Denwood Gadd and Ruth B. Gadd, the wife of Albert Sydney Gadd, junior. State if you know any of these parties, and if so, for how long.

Answer.

Margaret Gadd Ashley, Albert Sydney Gadd, junior and John Denwood Gadd I have known practically all their lives. I have known Ruth B. Gadd for a great many years. I have known John M. Ashley four or five years. I am acquainted with Mrs. Raskob.

Third interrogatory.

State whether or not you know a tract of land situated in lower Corsica Neck called "The Ruth Farm" and "Jerusalem", bounding on Corsica River, Grove Creek, the lands of Helena S. Raskob and that of William B. Earle and that of Samuel T. Earle, containing 528 acres of land, more or less.

Answer.

I do. I have known it practically for thirty years.

Fourth interrogatory.

Assuming that Margaret Gadd Ashley, Albert Sydney Gadd, junior, and John Denwood Gadd are each the owner of one undivided third part of this tract of land, then state whether or not in your opinion this land can be divided between these three parties in kind according to their respective rights without loss or injury to them and give reason for your answer.

Answer.

It could not be done. My reason would be that it is so situated and located and the difference in the quality of the land, and the way the buildings are situated would be my reason.

Fifth interrogatory.

I now hand you a paper writing already filed with the examiner called or marked "Exhibit M. G. A. No. 4" and which is a contract of sale dated August 1, 1928, made by the parties to this suit, and by which Helena S. Raskob buys of the other parties of the suit the land you have described and mentioned for purchase price of forty five thousand dollars upon certain terms all set forth in this written contract. Please read the contract and then state whether or not in your opinion this contract should be ratified and confirmed by the court and the sale made thereby ratified and confirmed by the court as a contract and sale which will be of interest and advantage not only to Margaret Gadd Ashley, an infant under 21 years of age, but also Albert Sydney Gadd, junior, and John Denwood Gadd, and give reasons for your answer.

Answer.

Since you have handed me the contract I have read it. I would say in my judgment the sale should be ratified for the reason that I consider it a very advantageous sale to each one of the parties and owners concerned. It is a price which I consider much more than it would bring at public sale.

Examiner's special interrogatory.

Answer.

I do not.

Charles M. West.

At this point the special examiner was notified by Madison Brown that he had at the present time no more witnesses but that he would have one more witness to be produced later and he requested me to adjourn the taking of the testimony until August _____ 1928, at the hour of _____ o'clock.

The special examiner thereupon adjourned the taking of the testimony in accordance with said request.

I, James T. Earle, special examiner, do further certify unto Your Honors as follows:

That pursuant to the understanding had at the time of the close of the preceding testimony I did attend at the office of Madison Brown in the town of Centreville on August 9, 1928, at the hour of 3 o'clock and then and there proceeded with the taking of the testimony on part of plaintiffs.

John M. Ashley, a witness of lawful age, was produced on the part of the plaintiffs and having been duly sworn by me on examination deposes and says as follows, to wit:

First interrogatory.

Please state your name, age and place of residence.

Answer.

My name is John M. Ashley, I am 28 years of age and I reside in Centreville, Queen Anne's County, State of Maryland.

Second interrogatory.

This is a suit brought by Margaret Gadd Ashley and John M. Ashley. Do you know them, and if so, how long?

Answer.

I am the John M. Ashley, who has brought the suit on behalf of Margaret Gadd Ashley, who is my wife.

Third interrogatory.

Who was your wife before her marriage and when were you and she married? State if you know the day, month and year of the birth of your wife.

Answer.

My wife was Margaret Taylor Gadd, the daughter of Albert Sydney Gadd, senior, of Centreville and we were married November 23, 1926. My wife was born April 7, 1908.

Fourth interrogatory.

The other plaintiff to the suit is Helena S. Raskob. State whether you know her or not and if so, state how long.

The other plaintiff to the suit is Helena S. Raskob. State whether you know her or not and if so state how long.

Answer.

I know her have known her for about 2 years.

Fifth interrogatory.

The defendants to the suit are Albert Sydnnet Gadd, junior, Ruth B. Gadd and John Denwood Gadd. Do you know them, if so, how long?

Answer.

I know them all. Albert Sydney Gadd and John Denwood Gadd are the brothers of my wife and Ruth B. Gadd is the wife of Albert Sydney Gadd, junior.

Sixth interrogatory.

The bill of complaint in this case describes a tract of land called "The Ruth Farm", "Reward" and "Jerusalem" situate in lower Corsica Neck, containing 528 acres and one rood of land and bounded by Corsica River, Grove Creek, the lands of Helena S. Raskob and of William B. Earle and Samuel T. Earle. State whether or not you know this land if so how long and how you became acquainted with it.

Answer.

I am familiar and know well the land and have known it for four years. My wife owns one third interest in this land and the other two thirds interest are owned by her two brothers, Albert Sydney Gadd, junior, and John Denwood Gadd. I have been upon the land repeatedly and have stayed there. I have been over it on hunting expeditions and for examination of it, so as to familiarize myself with it.

Seventh interrogatory.

Do you or not know how your wife acquired her one third interest in this land?

Answer.

I know that she acquired it under the will of Mr. George W. Taylor, who was her grandfather. He left this land to Maggie E. Taylor, who afterward married Albert Sydney Gadd, senior, and became the mother of my wife. Mrs. Gadd is dead. I never knew her. The property was willed to her for life and when she died, it went to her three children. I know this to be a fact.

Eighth interrogatory.

State whether or not in your opinion this land can be divided without loss or injury to the parties interested therein and now owning the same, that is to say, divided between your wife and her two brothers without loss or injury to them.

Answer.

In my judgment this land can not be divided into three parts, so as to give one part to each of the three children of Mrs. Gadd without loss or injury to them. Some of the land is in woods, some in cultivation and the land in cultivation is of different character of soil and value. There is but one set of buildings which are practically close together and these buildings would have to go with one of the three parcels of land. In view of the contract of sale mentioned in the bill of complaint, not to carry out the contract and to divide the land would result in great loss to the children.

Ninth interrogatory.

I now hand you a paper writing which is marked "Exhibit M. G. A. No. 4" and a paper writing which is marked "Exhibit M. G. A. No. 3". Please examine the same and tell me what they are.

Answer.

On August 1, 1928, I, acting for and on behalf of my wife, because she is under 21 years of age and her two brothers, acting for and on behalf of themselves entered into a written contract to sell this land to Helena S. Raskob for \$45000.00 upon certain terms set forth in the contract. The paper writing marked "Exhibit M. G. A. No. 4" is one of the original contracts for it was made by duplicate originals and the paper writing marked "Exhibit M. G. A. No. 3" is a copy of the contract.

The plaintiffs now file with the examiner the two papers or exhibits just shown to the witness.

Tenth interrogatory.

State whether or not in your opinion it will be to the interest and advantage of your wife and of her two brothers that this contract be ratified and confirmed by the Circuit Court for Queen Anne's County, in Equity, and that the sale mentioned thereunder and made thereby be carried out and give your reasons for your answer.

Answer.

In my judgment it would be to the interest and advantage of both my wife and her two brothers that this contract be ratified and confirmed and that the sale therein mentioned be made under the direction of the court for many reasons. The price of \$45000.00 is a net price, and in my judgment an excellent one, too great to let go by. The share of each child invested even at less than six per centum interest will produce more than four fifths of the net rents now amount to. If the sale to Mrs. Raskob is not made and the farm is put up and sold at public sale, it might not bring as much, for we don't know whether Mrs. Raskob would be a bidder at public sale or not. As far as my wife is concerned I know she will be better off to have her share of the purchase price than to have an undivided share of the farm or to have one third of the farm set off to her.

John M. Ashley.

During the taking of the testimony above set forth the plaintiffs filed with the examiner as part of the testimony three exhibits marked respectively "Exhibit M. G. A. No. 1", "Exhibit M. G. A. No. 2" and "Exhibit M. G. A. No. 3", the same being those filed with the bill of complaint and also one exhibit marked "Exhibit M. G. A. No. 4" not filed with the bill of complaint.

There being no further witnesses to be examined and no further time being required for the taking of testimony, your special examiner herewith respectfully makes his return of the testimony taken together with the exhibits mentioned.

Your special examiner hereby certifies that he was engaged in taking testimony and in the preparation of this return 4 days and that he examined four witnesses and the cost thereof are charged to the plaintiffs and are as follows;

James T. Earle, special examiner,	\$16.00
Albert Sydney Gadd, senior, witness,	.75
David D. Taylor, witness,	.75
C. M. West, witness,	.75
John M. Ashley, witness,	.75
Nellie Brown, clerk to examiner,	5.00
	<u>\$24.00</u>

Respectfully submitted,

James T. Earle
Special Examiner.

"EXHIBIT M.G.A. No. 1".
Filed Aug. 9th. 1928.

Queen Anne's County, to wit: Be it remembered that on the thirteenth day of March, in the year eighteen hundred and seventy four, the following Deed was brought to be recorded, to wit:

This Deed, made this thirteenth day of March, in the year eighteen hundred and seventy four, by me. John B. Brown, Trustee, witnesseth: whereas by a Decree of the Circuit Court for Queen Anne's County, as a Court of Equity, passed on the thirteenth day of May, in the year eighteen hundred and seventy one, in the case of William McKenney and John M. Harper, trading as McKenney & Co., and John B. Brown, Trustee of Joseph L. Jones vs. Thomas DeC. Ruth, administrator of John C. Ruth, deceased, and others, I, the said John B. Brown was appointed Trustee to sell the land decreed to be sold, and did on the fifth day of September eighteen hundred and seventy; sell the same to William J. Price, of Queen Anne's County, Maryland, at and for the sum of Twelve thousand, three hundred and ninety four dollars and one cent, who has since said sale sold the same to George W. Taylor, of said County and State; and whereas by and order of said Court passed on the twenty eighth day of February, eighteen hundred and seventy four on the petition of said William J. Price, filed in said case the said George W. Taylor was substituted as the purchaser of the said land and I, the said John B. Brown, Trustee, was authorized and directed to grant and convey the said land to the said George W. Taylor on the payment by him of the whole purchase money therefor, all which will fully appear by reference to the proceedings in the aforesaid case; And whereas the said George W. Taylor has fully paid the purchase money therefor- Now therefore, in consideration of the foregoing premises, I, the said John B. Brown, Trustee, do grant unto the said George W. Taylor, his heirs and assigns, all the right, title, interest and estate of all the parties to the aforesaid cause, in and to all that tract of land composed of several tracts or parts of tracts or parcels of land called "Reward", "Elberts Choice", and "Jerusalem", contained within the following metes and bounds, courses and distances, to wit: Beginning at a post planted in the ground at the point where the land of Richard T. Earle joins it on Macklin's Cove, and running thence south ninety four perches; thence south fifty three degrees East two perches, thence South eighty six perches; thence north fifty nine degrees west twenty eight perches; thence north fifty five degrees west twenty four perches; thence north sixty two degrees west twenty one perches and a quarter of a perch; thence south eleven degrees west one hundred and forty four perches to Grove Creek; thence with said creek north sixty degrees east fifty eight perches; and south seventy five degrees east thirty three perches; thence north eleven degrees east forty perches; thence south seventy-nine degrees east one hundred and seventy two perches and a quarter of a perch, thence south eighty three degrees east, thirteen perches; thence north twenty six degrees east sixty six perches to a stone; thence north eighty perches and a half perch; thence north fifty six degrees west two perches and a quarter of a perch; thence north six degrees east eighty two perches to Ruth's Cove; thence with the shores of the cove of Corsica Creek and Macklin's Cove the following courses: north thirty three degrees thirty minutes west forty two perches; south eighty five degrees west five perches, north forty three degrees west twenty perches; north fifty five degrees west ten perches; north three degrees west eight perches; north fifty three degrees east twenty six perches, north three degrees west thirteen perches; north forty seven degrees west six perches; north twenty one degrees west twenty perches; north forty five degrees east twenty eight perches; north thirty four degrees west fourteen perches to the creek; then north seventeen degrees west eight perches; north fifty five degrees west six perches; south eighty six degrees west sixteen perches; south sixty eight degrees degrees west twelve perches; west ten perches; north fifty degrees west eighteen perches; west

eight
 eight perches; north fifty/degrees west ten perches; north forty seven degrees west twenty perches; north eighty degrees west seventy eight perches, south sixty degrees west thirty four perches; north eighty degrees west ten perches; south seven perches; south fourteen degrees thirty minutes west twenty six perches; south seven degrees east thirty one perches; south forty three degrees east, twenty perches; south thirty one degrees fifteen minutes west eighteen perches; south fifty degrees east thirty five perches; south fifty one degrees thirty minutes east twenty four perches; south twenty degrees thirty minutes west eight perches; and north sixty four degrees west twenty eight perches to the beginning, containing five hundred and twenty eight acres and one rood of land, more or less; Together with the buildings and improvements thereupon erected, made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

Witness my hand and seal.

Test: R. Goldsborough.

John B. Brown, (SEAL)
 Trustee.

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this thirteenth day of March, in the year eighteen hundred and seventy four, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared John B. Brown, Trustee, and acknowledged the foregoing deed to be his act.

R. Goldsborough, J. P.

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

I hereby certify that the foregoing is truly taken and copied from Liber W.A.G.H. No. 1, folios 43 etc., a Land Record Book for Queen Anne's County.

Seal's
 Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this third day of August, nineteen hundred and twenty eight.

B. Hackett Turner, Clerk.

"EXHIBIT M.G.A. No. 2".
 CERTIFIED COPY OF THE
 LAST WILL AND TESTAMENT
 OF GEORGE W. TAYLOR, DECEASED.
 Filed Aug. 9th. 1928.

In the name of God Amen,

I, George W. Taylor, of Queen Anne's County, State of Maryland, being weak in body but of sound and disposing mind and memory do make and publish this my last will and testament hereby revoking all former wills by me at any time made.

Item 1. I do give and devise all my Mill property and farm, commonly known as the Upper Mill property, adjoining the lands of G. M. Smith, William McKenney, the Heirs and devisees of the late J. M. Leegar, John W. Perry and Mrs. Edwin H. Brown, and all the farm on which I now reside and which I purchased of the late P. B. Hopper to my son David D. Taylor for and during the term of his natural life and no longer, with remainder to his children who shall be living at the time of his death and to the legal issue of any deceased child or children of his, such issue taking the share in said real estate to which such deceased child or children would be entitled if living, and to the heirs and assigns of such children and the issue of any such deceased child or children, for ever, in equal parts, and case the said David D. Taylor should depart this life without leaving a child or children or the issue of any deceased child or children living at the time of his death, then I do give and devise said real estate to my other children who shall be living at the time of his death and to the legal issue of any such child or children who may have died during the life of said David D. Taylor, such issue taking the share to which such deceased child or children would be entitled if living at the time of the death of the said David D. Taylor, and to the heirs and assigns of such children and the issue of any such deceased child or children, forever, in equal parts.

Item 2. I do give and devise all my farm on the right hand side of the public road from Centreville to Easton and the left hand side of the public road from Centreville to Queens-town, commonly known as the Goldsborough farm, and all my farm on the public road from Centreville to Corsica Neck called Lexon which formerly belonged to R. W. Price and a wood lot

in the vicinity of the Goldsborough farm to my daughter Mary Emma Taylor, for and during her natural life and no longer, with remainder to her children who shall be living at the time of her death, and to the legal issue of deceased child or children of hers, such issue taking the share in said real estate to which such deceased child or children would be entitled if living and to the heirs and assigns of such children and the issue of such deceased child or children, forever, in equal parts, and in case the said Mary Emma Taylor should depart this life without leaving a child or children or the issue of any deceased child or children living at the time of her death, then I do give and devise said real estate to my other children who shall be living at the time of her death and to the legal issue of any such child or children who may have died during the life of the said Mary Emma Taylor, such issue taking the share to which such deceased child or children would be entitled if living at the time of the death of the said Mary Emma Taylor, and to the heirs and assigns of such children and to the issue of any such deceased child or children, forever in equal parts.

Item 3. I do give and devise all my Corsica Neck Farm which formerly belonging to John N. Denning to my son George Wesley Taylor for and during the term of his natural life and no longer, with remainder to his children who shall be living at the time of his death and to the legal issue of any deceased child or children of his, such issue taking the share in said real estate to which such deceased child or children would be entitled if living, and to the heirs and assigns of such children and to the issue of any such deceased child or children, forever, in equal parts, and in case the said George Wesley Taylor should depart this life without leaving a child or children or the issue of any deceased child or children living at the time of his death, then I do give and devise said real estate to my other children who shall be living at the time of his death and to the legal issue of any such child or children who may have died during the life of the said George Wesley Taylor, such issue taking the share to which such deceased child or children would be entitled if living at the time of the said George Wesley Taylor, and to the heirs and assigns of such children and issue of any such deceased child or children, forever in equal parts.

Item 4. I do give and devise all the property in lower Corsica Neck which formerly belonged to the late John C. Ruth and which I purchased of Wm. J. Price and John B. Brown, Trustee, to my daughter, Maggie E. Taylor for and during the term of her natural life and no longer with remainder to her children who shall be living at the time of her death and to the issue of any deceased child or children of hers, such issue taking the share in said real estate to which such deceased child or children would be entitled if living, and to the heirs and assigns of such children and the issue of any such deceased child or children forever, in equal parts, in case the said Maggie E. Taylor should depart this life without leaving a child or children or the issue of any deceased child or children living at the time of her death, then I do give and devise said real estate to my other children who shall be living at the time of her death and the legal issue of any such child or children who may have died during the life of the said Maggie E. Taylor, such issue taking the share to which such deceased child or children would be entitled if living at the time of the death of the said Maggie E. Taylor, and to the heirs and assigns of such children and the issue of any such child or children forever, in equal parts.

Item 5. I do give and devise all my farm, commonly known as the McCosh farm and purchased by me of John B. Brown and also my farm purchased of the Rev. E. B. Newnam with all the outlying portions thereof or adjoining the same to my infant son John G. Taylor, not christened at the date of this Will, for and during the term of his natural life and no longer, with remainder to his children who shall be living at the time of his death and to the legal issue of any deceased child or children of his, such issue taking the share in said real estate to which such deceased child or children would be entitled if living, and to the heirs and assigns of such children and the issue of any such deceased child or children forever in equal parts, and in case the said John G. Taylor should depart this life without leaving a child or children or the issue of any deceased child or children living at the time of his death, then I do give and devise said real estate to my other children who shall be living at the time of his death and to the legal issue of any such child or children who may have died during the life of the said John G. Taylor, such issue taking the share to which such deceased child or children would be entitled if living at the time of the death of the said John G. Taylor and to the heirs and assigns of such children and the issue of any deceased child or children, forever, in equal parts.

Item 6. I do give and devise my Tuckahoe farm in Caroline County, Maryland, to my wife Margaret Ann Taylor as and for and in lieu of her dower in all my real estate, to have and to hold the same and to have, receive and enjoy the rents, issues and profits thereof during her life and widowhood as the case may be, and at her death or in case she shall marry again, then at her marriage I do give and devise the said farm to our children named in this will and to the legal issue of any such child or children of ours as may die during the life or widowhood of my said wife such issue of any such deceased child or children taking the share in said farm to which such deceased child or children would be entitled if living, and to the heirs and assigns of such children and the issue of any such deceased children forever, in equal parts.

Item 7. I do hereby authorize, empower and direct that all my lands and real estate for and during the year I may die shall be manager, farmer and carried on by my Executors hereinafter named for the benefit of my personal estate and that all the rents, issues and profits thereof for said year, after providing thereout a liberal support and maintenance for my wife and children and also providing thereout for the reasonable education of my children, shall be carried by my said executors into and shall form part and parcel of my personal estate, to be applied by my said Executors, together the proceeds of my life Insurance policies and all my other personal estate excepting as herein after specifically bequeathed to the payment and liquidation of all my indebtedness of any and every kind and description whatsoever, including any unpaid balances of purchase money on real estate, if there should be any such.

Item 8. I do give to my said wife for the use of herself and my children during their minority and the minority of the youngest one of them all my household and kitchen furniture and a horse and carriage, the said property at her death or the arrival of the youngest child

at his or her majority to become the estate and property of my children who shall be living at the time and to be equally divided between them.

Item 9. I do hereby will and direct that all my just debts shall be paid as soon after my decease as conveniently may be by my executors hereinafter named and that after the payment of my just debts, funeral expenses and costs of administration, that then my wife shall have and receive her third part of all the rest and residue of my personal estate as aforesaid, and that the remaining two thirds thereof shall be the estate and property of my children in equal shares, or parts, and shall be payable unto the boys with the increase thereof at their arrival at twenty one years of age, and unto the girls with the increase thereof at their arrival at eighteen years of age, and case of the death of any one of them before arrival at age and without issue the share of the one so dying shall become the estate and property of the survivors and so on from time to time until the youngest child shall have reached his or her legal majority.

Item 10. I do hereby name, constitute and appoint William J. Price, my friend, and William D. Taylor, my nephew, the Executors of my last will and testament, and refusing special confidence in their business capacity and integrity, I do name, constitute and appoint them to be the Guardian of my children and to have, hold, manage and farm all their real and personal estate during their respective minority and after providing for their liberal, maintenance and education I do direct them from time to time by and with the advice and consent of the Orphans' Court for Queen Anne's County to invest in some safe and productive fund all their surplus revenues; and I do authorize and empower them at the death of the marriage of my said wife in case they shall deem it best to sell my Tuckahoe farm and to invest the proceeds thereof in some safe and productive fund the principal of said purchase to devolve under this as the farm would go if unsold.

Item 11. I do hereby direct my Executors that they shall not carry into my personal estate certain Bonds which I now have in my possession since the same amount to five thousand dollars, belong to certain devisees or legatees named and described in the last will and testament of deceased father and I do direct them as soon as the same can be legally done to pass the said Bonds over to those who are legally entitled to receive the same; and in like manner I do direct that the rent charge or annuity issuing out of certain lands on Kent Island shall not be carried into my personal estate, and shall from no part thereof but shall be passed over to those legally entitled to the same, as soon as the same can be conveniently and legally done, the same being the estate and property of certain devisees or legatees named and described in my deceased father's will.

In Testimony whereof I have herein subscribed my hand and affixed my seal this 30th. day of April 1876.

Geo. W. Taylor (SEAL)

Signed, Sealed, Published and declared by the foregoing and above named Testator as and for his last Will and testament in the presence of us and each and every of us, who at his request and in his presence and sight and in the presence and sight of each other have subscribed our names as witnesses.

John B. Brown

J. A. Holton

Joseph M. Simonds.

Queen Anne's County, Sct:

August 22, 1876.

Then came John B. Brown, J. A. Holton and Jos. M. Simonds the subscribing witnesses to the foregoing Will and made oath on the Holy Evangely of Almighty God, that they did see George W. Taylor the Testator therein named signed his name to the foregoing Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding that they subscribed their names as Witnesses to the said Will in the presence of each other in the presence of the testator and at his request.

James I. Dudley.

Reg. of Wills.

Queen Anne's County, Sct:
August 22, 1876.

Then came William J. Price and William D. Taylor, Executors herein named, and made oath on the Holy Evangely of Almighty God, that the foregoing is the true and whole Will and Testament of Geo. W. Taylor, late of Queen Anne's County deceased, that hath come to their hands or possession, and that they do not know of any other.

James I. Dudley.

Reg. of Wills.

To the Honorable the Judges of the Orphans' Court for Queen Anne's County.

I do hereby renounce my right to become one of the executors under the last Will and Testament of George W. Taylor deceased and I do decline to act in the capacity of such Executor or Coexecutor.

Witness

William D. Taylor.

John B. Brown.

To the Worshipful Justices of the Orphans' Court of Queen Anne's County.

I Margaret Ann Taylor widow of the late George W. Taylor of Queen Anne's County and State of Maryland do renounce and quit all claim to any legacy or devise made to me by the Will of my husband and proved according to law, and I elect to take in lieu thereof my dower or legal share of the estate of my said husband.

Test:

Margaret A. Taylor.

Wm. W. Rhodes.

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 last Will and Testament of George W. Taylor, late of Queen Anne's County, deceased, as filed and passed in this office on August 22, 1876, and recorded in Liber W. A. J. No. 1, Folio 157 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 2nd. day of August, 1928.

William T. Bishop
Register of Wills for Queen
Anne's County, Maryland.

"EXHIBIT M.G.A. NO. 3".
COPY OF CONTRACT BETWEEN
ALBERT SYDNEY GADD, JUNIOR
AND OTHERS AND HELENA S. RASKOB.
Filed Aug. 9th. 1928.

THIS CONTRACT OF SALE, made this first day of August in the year nineteen hundred and twenty eight, between Albert Sydney Gadd, junior, and John Denwood Gadd, of Queen Anne's County, in the State of Maryland, parties of the first part, by John M. Ashley, of the same place, acting for and on behalf of Margaret Gadd Ashley, his wife, an infant over the age of eighteen years but under the age of twenty one years, and as her next friend, party of the second part, by said John M. Ashley in his own right, party of the third part, by Ruth B. Gadd, the wife of the said Albert Sydney Gadd, junior, party of the fourth part, and by Helena S. Raskob, of Pioneer Point Farms in said county, party of the fifth part, Witnesseth,

That subject to the reservations hereinafter made and the conditions hereinafter set forth, the said Albert Sydney Gadd, junior, and John Denwood Gadd, acting for and on behalf of themselves, and the said John M. Ashley, acting for and on behalf of the said Margaret Gadd Ashley, and by and with consent of the parties of the third and fourth parts, as signified by their uniting in this agreement, do hereby agree to sell unto the said Helena S. Raskob, and the said Helena S. Raskob does hereby agree to buy of the said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley, at and for the purchase price of forty five thousand dollars to be paid as hereinafter set forth, the following described tract, tracts or parts of tracts of land, to wit:

All that farm or tract of land composed of tracts or parts of tracts of land called or known as "The Ruth Farm", "Jerusalem", "Reward", "Elbert's Choice", or by whatsoever other name or names the same may be called or known, situate, lying and being in lower Corsica Neck in the Third Election District of Queen Anne's County, State of Maryland, bounded upon one side by Corsica River, and several coves thereof, upon another side by the other land of the said Helena S. Raskob, upon another side by Grove Creek, and upon the remaining side by the lands of William B. Earle and those of Samuel T. Earle, and containing five hundred and twenty eight acres and one rood of land, more or less; being the same land conveyed by metes and bounds, courses and distances, by John B. Brown, trustee, by deed dated March 13, 1874, and recorded in Liber W. A. G. H. No. 1, a land record book of said county, on folio 44 et al., unto George W. Taylor, who died seized

and possessed thereof sometime in the year eighteen hundred and seventy six; being the same land which the said George W. Taylor, by Item Four of his last will and testament dated April 30, 1876, and now recorded as a duly probated will, in Liber W. A. J. No. 1, a will record book of said county, on folio 157, devised unto his daughter, Margaret E. Taylor by the name of Maggie E. Taylor (who later became by marriage Margaret Taylor Gadd) for and during the term of her natural life, with remainder to her children living at the time of her death; note: the said Margaret T. Gadd died sometime in the year nineteen hundred and ten, leaving surviving as her only children, and as her only issue living at the time of her death, the said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley, who are now seized as tenants in common, in fee simple, of said sold land under said will and said survivorship of their mother.

Reservations.

It is agreed and understood that one half of the corn crop now growing on that part of said land called "Ruth Farm", and that all the corn crop now growing on that part of said land called "Jerusalem", that all hay and ensilage now growing on said land, and that the drill corn now growing on (about) nine acres in the alfalfa field shall be, and are hereby reserved from the sale hereby made, but that the one half of the said corn growing on the Ruth farm shall pass under this sale unto the said Helena S. Raskob and be delivered unto her by present tenant of said farm.

It is also agreed and understood that the silos now on said land shall be reserved from the sale unto said tenants in common with the right to them to remove the same.

It is also agreed and understood that all the straw on said farm and all the rough fodder of the present year (except the rough fodder on Jerusalem) shall remain upon and pass with the land sold for the use thereof.

It is agreed that the land is sold subject to the rights of the present tenant for the remainder of the current year but no longer.

Payment of Purchase Money.

It is hereby agreed that the said purchase money of forty five thousand dollars shall be paid by the said Helena S. Raskob unto the said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley or in accordance with the order of hereinafter named court, with interest thereon from date hereof at the rate of four per centum per annum, when and as soon as the Helena S. Raskob shall receive a good and sufficient deed for said property vesting her with a fee simple title to said property clear of all liens and encumbrances.

Taxes

It is hereby agreed that the state, county and school taxes levied or to be levied upon said land and property for year 1928, shall be apportioned between the vendors of this contract and the Helena S. Raskob as of the date of the deed mentioned, and that said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley shall pay that part represented by time between January first and date of deed, and the said Helena S. Raskob between the date of the deed and expiration of the year.

Title to Acquired.

It is agreed and understood by and between the parties hereto that the sale hereby made shall be reported to the Circuit Court for Queen Anne's County, in Equity, for its ratification under section 152 of Article 16 of the Annotated (Bagy's) Code of the Laws of Maryland in a proceeding to be instituted therein; that all the costs and attorney's fees incident to the said suit shall be paid by the said Helena S. Raskob to the relief and exoneration of the said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley, so that they may receive as the net sale for partition among them according to their respective right the sum of forty five thousand dollars, free of costs, attorney's fees and charges and trustee's commissions; that the said Helena S. Raskob shall have the right to institute and conduct said proceedings by her attorney; that the said Helena S. Raskob shall have the right to make as plaintiffs or to make as defendants, all or any of the parties of the first, second, third and fourth parts.

And it is agreed and understood that this contract shall not be binding upon the said Helena S. Raskob unless at the time she shall receive a deed for said land under said proceeding she shall receive thereby a fee simple title to said land clear of all liens and encumbrances, as well as of the rights of the parties to said proceedings.

And the said John M. Ashley and Ruth B. Gadd hereby agree to the sale of the said land as hereby made clear and discharged of their respective inchoate rights of dower in said land and they hereby severally covenant to and with said Helena S. Raskob to release their dower rights by proper deeds as soon as she shall have paid said purchase money.

And the said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley (by said John M. Ashley) covenant to and with the said Helena S. Raskob to perform those parts of this contract on their part to be performed and the said Helena S. Raskob covenants to and with them to perform that part of this contract on her part to be performed.

IN WITNESS WHEREOF the parties hereto do on the day and year first hereinbefore written set their hands and seals to this contract and to another one of like tenor and effect, a duplicate of this agreement.

Test:

Madison Brown.

A. S. Gadd, Jr. (SEAL)
 John D. Gadd (SEAL)
 John M. Ashley (SEAL)
 John M. Ashley (SEAL)
 Ruth B. Gadd (SEAL)
 Helena S. Raskob (SEAL)

PLAINTIFFS' "EXHIBIT M.G.A. No. 4".
 CONTRACT OF SALE.
 Filed Aug. 9th. 1928.

THIS CONTRACT OF SALE, made this first day of August in the year nineteen hundred and twenty eight, between Albert Sydney Gadd, junior, and John Denwood Gadd, of Queen Anne's County, in the State of Maryland, parties of the first part, by John M. Ashley, of the same place, acting for and on behalf of Margaret Gadd Ashley, his wife, an infant over the age of eighteen years but under the age of twenty one years, and as her next friend, party of the second part, by said John M. Ashley in his own right, party of the third part, by Ruth B. Gadd, the wife of the said Albert Sydney Gadd, junior, party of the fourth part, and by Helena S. Raskob, of Pioneer Point Farms in said county, party of the fifth part, Witnesseth:-

That subject to the reservations hereinafter made and the conditions hereinafter set forth, the said Albert Sydney Gadd, junior, and John Denwood Gadd, acting for and on behalf of themselves, and the said John M. Ashley, acting for and on behalf of the said Margaret Gadd Ashley, and by and with consent of the parties of the third and fourth parts, as signified by their uniting in this agreement, do hereby agree to sell unto the said Helena S. Raskob, and the said Helena S. Raskob, does hereby agree to buy of the said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley, at and for the purchase price of forty five thousand dollars to be paid as hereinafter set forth, the following described tract, tracts or parts of tracts of land, to wit:

All that farm or tract of land composed of tracts or parts of tracts of land called or known as "The Ruth Farm", "Jerusalem", "Reward", "Elbert's Choice", or by whatsoever other name or names the same may be called or known, situate, lying and being in lower Corsica Neck in the Third Election District of Queen Anne's County, State of Maryland, bounded upon one side by Corsica River and several coves thereof, upon another side by the other land of the said Helena S. Raskob, upon another side by Grove Creek, and upon the remaining side by the lands of William B. Earle, and those of Samuel T. Earle, and containing five hundred and twenty eight acres and one rood of land, more or less; being the same land conveyed by metes and bounds, courses and distances, by John B. Brown, trustee, by deed dated March 13, 1874, and recorded in Liber W. A. G. H. No. 1, a land record book of said County, on folio 44 et. al., unto George W. Taylor, who died, seized and possessed thereof sometime in the year eighteen hundred and seventy six; being the same land which the said George W. Taylor, by Item Four of his last will and testament dated April 30, 1876, and now recorded as a duly probated will, in Liber W. A. J. No. 1, a will record book of said county, on folio 157, devised unto his daughter, Margaret E. Taylor by the name of Maggie E. Taylor (who later became by marriage Margaret Taylor Gadd) for and during the term of her natural life, with remainder to her children living at the time of her death; ^{Notes} the said Margaret T. Gadd died sometime in the year nineteen hundred and ten, leaving surviving as her only children, and as her only issue living at the time of her death, the said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley, who are now seized as tenants in common, in fee simple, of said sold land under said will and said survivorship of their mother.

Reservations.

It is agreed and understood that one half of the corn crop now growing on that part of said land called "Ruth Farm", and that all the corn crop now growing on that part of said land called "Jerusalem", that all hay and ensilage now growing on said land, and that the drill corn now growing on (about) nine acres in the alfalfa field shall be, and are hereby reserved from the sale hereby made, but that the one half of the said corn growing on the Ruth farm shall pass under this sale unto the said Helena S. Raskob and be delivered unto her by present tenant of said farm.

It is also agreed and understood that the silos now on said land shall be reserved from the sale unto said tenants in common with the right to them to remove the same.

It is also agreed and understood that all the straw on said farm and all the rough fodder of the present year (except the rough fodder on Jerusalem) shall remain upon and pass with the land sold for the use thereof.

It is agreed that the land is sold subject to the rights of the present tenant for the remainder of the current year but no longer.

Payment of Purchase Money.

It is hereby agreed that the said purchase money of forty five thousand dollars shall be paid by the said Helena S. Raskob unto the said Albert Sydney Gadd, junior, John Denwood

Gadd and Margaret Gadd Ashley or in accordance with the order of hereinafter named court, with interest thereon from date hereof at the rate of four per centum per annum, when and as soon as the Helena S. Raskob shall receive a good and sufficient deed for said property vesting her with a fee simple title to said property clear of all liens and encumbrances.

Taxes.

It is hereby agreed that the state, county and school taxes levied or to be levied upon said land and property for year 1928, shall be apportioned between the vendors of this contract and the Helena S. Raskob as of the date of the deed mentioned, and that said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley shall pay that part represented by time between January first and date of deed, and the said Helena S. Raskob between the date of the deed and expiration of the year.

Title to be Acquired.

It is agreed and understood by and between the parties hereto that the sale hereby made shall be reported to the Circuit Court for Queen Anne's County, in Equity, for its ratification under section 152 of Article 16 of the Annotated (Bagy's) Code of the Laws of Maryland in a proceeding to be instituted therein; that all the costs and attorney's fees incident to the said suit shall be paid by the said Helena S. Raskob to the relief and exoneration of the said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley, so that they may receive as the net sale for partition among them according to their respective right the sum of forty five thousand dollars, free of costs, attorney's fees and charges and trustee's commissions; that the said Helena S. Raskob shall have the right to institute and conduct said proceedings by her attorney; that the said Helena S. Raskob shall have the right to make as plaintiffs or to make as defendants, all or any of the parties of the first, second, third and fourth parts.

And it is agreed and understood that this contract shall not be binding upon the said Helena S. Raskob unless at the time she shall receive a deed for said land under said proceeding she shall receive thereby a fee simple title to said land clear of all liens and encumbrances, as well as of the rights of the parties to said proceedings.

And the said John M. Ashley and Ruth B. Gadd hereby agree to the sale of the said land as hereby made clear and discharged of their respective inchoate rights of dower in said land and they hereby severally covenant to and with said Helena S. Raskob to release their said dower rights by proper deeds as soon as she shall have paid said purchase money.

And the said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley (by said John M. Ashley) covenant to and with the said Helena S. Raskob to perform those parts of this contract on their part to be performed, and the said Helena S. Raskob covenants to and with them to perform that part of this contract on her part to be performed.

IN WITNESS WHEREOF the parties hereto do on the day and year first hereinbefore written set their hands and seals to this contract and to another one of like tenor and effect, a duplicate of this agreement.

A. S. Gadd, Jr. (SEAL)
 John Denwood Gadd (SEAL)
 John M. Ashley (SEAL)
 John M. Ashley (SEAL)
 Ruth B. Gadd (SEAL)
 Helena S. Raskob (SEAL)

ORDER NISI.
 Filed Aug. 22nd. 1928.

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

Margaret Gadd Ashley, infant,
 by John M. Ashley, her husband,
 as her next friend,
 Helena S. Raskob, and
 John M. Raskob, in his own right,

vs.

Albert Sydney Gadd, jr.,
 Ruth B. Gadd, his wife, and
 John Denwood Gadd.

Chancery Docket

Cause No. 2750.

Order) Nisi.

Ordered, this 22nd. day of August 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 this court, that the sale referred to and set forth in the proceedings of the above entitled cause as made by John M. Ashley, in his own right, and as the next friend of Margaret Gadd Ashley, his wife, an infant under twenty one years of age, and by Albert Sydney Gadd, jr., and John Denwood Gadd, acting on their own behalf, unto Helena S. Raskob of the tract of land called "The Ruth Farm", "Reward", "Jerusalem", and "Albert's Choice" situate in lower Corsica Neck in the Third Election District of said county and being the same land devised by George W. Taylor, late of said county, by his last will and testament duly probated, unto his daughter, Maggie T. Taylor, for life with the remainder unto her children, be ratified and confirmed, and that the said land be sold in these proceedings under the terms of the contract herein referred to for the purposes of partition among the parties entitled to said land unto the said Helena S. Raskob, unless cause to the contrary thereof be shown on or before the 24th. day of October next; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th. day of September next. The bill of complaint states the amount of the sale to be \$45000.00 clear of all costs and expenses.

Filed Aug. 22nd. 1928.

Thomas J. Keating.

CERTIFIED COPY OF
THE PUBLICATION OF THE
ORDER NISI.
Filed Oct. 29th. 1928.

ORDER NISI.

In the Circuit Court for Queen Anne's County, In Equity. Chancery Docket Cause No. 2750.

Margaret Gadd Ashley, infant, by John N. Ashley, her husband,
as her next friend, Helena S. Raskob, and John N.
Ashley, in his own right.

vs.

Albert Sydney Gadd, Jr., Ruth B. Gadd, his wife,
and John Denwood Gadd.

Ordered, this 22nd. day of August, 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 this Court, that the sale referred to and set forth in the proceedings of the above entitled cause as made by John N. Ashley, in his own right, and as the next friend of Margaret Gadd Ashley, his wife, an infant under twenty-one years of age, and by Albert Sydney Gadd, Jr., and John Denwood Gadd, acting on their own behalf, unto Helena S. Raskob, of the tract of land called "The Ruth Farm", "Reward", "Jerusalem", and "Albert's Choice" situate in lower Corsica Neck in the Third Election District of said county and being the same land devised by George W. Taylor, late of said county, by his last will and testament, duly probated unto his daughter, Maggie T. Taylor, for life, with the remainder unto her children, be ratified and confirmed, and that the said land be sold in these proceedings under the terms of the contract herein referred to for the purpose of partition among the parties entitled to said land unto the said Helena S. Raskob, unless cause to the contrary thereof be shown on or before the 24th day of October next; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th. day of September, next. The bill of complaint states the amount of the sale to be \$45000.00, clear of all costs and expenses.

THOMAS J. KEATING,
Filed Aug. 22nd. 1928.
True Copy
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Oct. 29, 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Margaret Gadd Ashley, Helena S. Raskob vs. Albert Sydney Gadd, Jr., & John Denwood Gadd, et al. #2750, 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 24 day of Sept. in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Oct. 29th. 1928.

By Wm. P. Brown.

DECREE OF THE COURT.
Filed Nov. 6th. 1928.

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

Margaret Gadd Ashley, infant,
by John M. Ashley, her husband,
and next friend, and
Helena S. Raskob,

vs.

Albert Sydney Gadd, junior,
Ruth B. Gadd, his wife, and
John Denwood Gadd.

Cause No. 2750.

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

It is, thereupon, on this sixth day of November, in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, adjudged, ordered and decreed that the real estate mentioned and described in these proceedings is not susceptible of division among the parties interested therein without loss or injury, and that said real estate be sold for the purpose of partition and distribution of the proceeds of the sale thereof among the parties according to their respective rights therein as set forth in said bill and it is determined after examination into all the circumstances that is for the interest and advantage of the infant plaintiff and of the other persons interested therein, that the contract of sale of said real estate to Helena S. Raskob mentioned in said bill of complaint be ratified and confirmed.

And it is further adjudged, ordered and decreed as follows, to wit:

That the said contract of sale made to and with said Helena S. Raskob, as purchased, for and on behalf of said Margaret Gadd Ashley, infant, by her husband and next friend, and by Albert Sydney Gadd, junior, and Ruth B. Gadd, his wife, and by John Denwood Gadd, as vendors, of the tract of land called or known as "The Ruth Farm", "Reward", "Jerusalem", "Elbert's Choice", situate, lying and being in lower Corsica Neck in the Third Election District of Queen Anne's County in the State of Maryland, described in paragraph two of said bill of complaint, and in other paragraphs of the bill, upon the terms and agreement therein contained, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi passed in this cause on August 22, 1928, in relation to said contract of sale, and that a deed be executed to the said Helena S. Raskob according to the terms in said contract set forth; provided that said Helena S. Raskob shall forthwith at the time of the delivery of said deed to her make payment of the entire purchase money agreed to be by her paid together with the interest thereon reserved at the rate in said contract mentioned, and for the time therein stated, and shall also pay such additional amount as may be necessary to pay all costs and attorney's fees incident to this suit, to the relief and exoneration of said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley, so that they may have for partition and division among them according to their respective rights the sum of forty five thousand dollars and the said accrued interest thereon, free of costs, attorney's fees and charges and free from trustee's commissions, and that the taxes be adjusted and paid as in said contract provided.

And it is further adjudged, ordered and decreed that Madison Brown, of Queen Anne's County, in the State of Maryland, be and he is hereby appointed trustee to execute and deliver the aforesaid deed to said Helena S. Raskob, her heirs and assigns, on behalf of said infant, Margaret Gadd Ashley, Albert Sydney Gadd, junior, and John Denwood Gadd, upon the payment to him, the said trustee, by the said Helena S. Raskob of the full amount due and payable by her as purchase money under said contract together with the said interest and costs and attorney's fees.

And it is further adjudged, ordered and decreed the said deed to be given by the said Madison Brown, as trustee as aforesaid, to the said Helena S. Raskob, shall be by said Madison Brown, trustee, acknowledged and executed agreeably to law, and shall convey to the said Helena S. Raskob said land and all the right, title, interest and estate therein of all the parties to said contract of sale and to this decree save the said Helena S. Raskob.

And it is further adjudged, ordered and decreed that before the said Madison Brown shall proceed to carry out the provisions of this decree 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 with a surety or sureties thereon to be approved by the said clerk or by this court in the penal sum of fifty thousand dollars if the surety thereon be a corporation duly authorized to become the sole surety on the bond of trustees appointed to sell real estate and in the penal sum of one hundred thousand dollars if the said bond shall contain personal security, conditioned for the faithful performance of the trust reposed in him by this decree or which shall be reposed in him by any future decree or order in the premises.

And it is further adjudged, ordered and decreed that as soon as may be convenient after the receipt by the said Madison Brown, trustee, of the money directed by this decree to be paid to him by the said Helena S. Raskob and the delivery of the deed to be made and delivered by him to the said Helena S. Raskob, he shall return to this court a full and particular account with an affidavit of the truth thereof annexed of his proceedings under this decree.

Filed Nov. 6th. 1928.

Thomas J. Keating.

CERTIFIED COPY OF BOND.
Filed Nov. 8th. 1928.

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

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

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, 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 duly authorized to become the sole surety on the bonds of trustees to sell real estate under decrees of the Circuit Courts in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of fifty 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, jointly and severally, firmly by these presents.

SEALED with our seals and dated this eighth day of November, in the year nineteen hundred and twenty eight.

WHEREAS by a decree of the Circuit Court for Queen Anne's County aforesaid, sitting as a Court of Equity, bearing date November 6, 1928, and passed in a cause in said court, wherein Margaret Gadd Ashley, John M. Ashley, her husband, and Helena S. Raskob are complainants, and Albert Sydney Gadd, Junior, Ruth B. Gadd, his wife, and John Denwood Gadd are defendants, and bearing the number 2750 Chancery, the above bound Madison Brown has been appointed trustee to execute and deliver unto Helena S. Raskob, her heirs and assigns, on behalf of said Albert Sydney Gadd, Junior, John Denwood Gadd and Margaret Gadd Ashley and other parties to said contract and cause the deed in said decree mentioned for the land therein described; to collect and receive of the said Helena S. Raskob, upon the delivery of said deed, the sum of forty five thousand dollars, with interest thereon from August 1, 1928, to day of date of said deed, for and on behalf of said Albert Sydney Gadd, junior, John Denwood Gadd and Margaret Gadd Ashley, so that the same can be paid to them clear of all costs, attorney's fees and trustee's commissions, of and under said cause; to collect and receive of said Helena S. Raskob such additional sum of money as might be necessary to pay all costs, attorney's fees and trustee's commissions of said cause; as well as to perform all trusts which might be reposed in him by any future decree or order of said court in the premises.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden 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 shall be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and
delivered in the
presence of
Wm. Purnell Brown.

Seal's
Place.

Madison Brown. (SEAL)
American Surety Company
of New York.
By Edwin H. Brown, Jr.
its attorney under the
power of attorney hereunto
annexed.

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

Security approved and Bond filed Nov. 8th. 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. 371, 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 8th. day of Nov. in the year 1928.

B. Hackett Turner, Clerk.

REPORT OF MADISON BROWN, TRUSTEE.
Filed Nov. 16th. 1928.

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

Margaret Gadd Ashley, infant,
by John W. Ashley, her husband
and next friend, and
Helena S. Raskob,

Cause No. 2750.

vs.
Albert Sydney Gadd, junior,
Ruth B. Gadd, his wife, and
John Denwood Gadd.

To the Honorable, the Judges of said Court:

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

1. That prior to the receipt by the trustee of the sums of money hereinafter set forth from Helena S. Raskob named in said decree and prior to the delivery of the deed hereinafter mentioned as delivered unto her, your trustee filed with the clerk of this court his bond to the State of Maryland with the American Surety Company of New York, (a corporation duly authorized to become the sole surety on bonds of trustees) in the penalty of fifty thousand dollars conditioned as required by said decree.

2. That on November 8, 1928, Helena S. Raskob mentioned in said decree paid unto your trustee the entire purchase money due by her under said decree, to wit: \$45,500.00 (being the principal sum of \$45,000.00 due by her and the interest thereon from August 1, 1928, to November 8, 1928, at the rate of four per centum per annum amounting to \$500.00), and all costs incident to the proceedings of the above entitled cause and also made settlement with your trustee of all sums of money due to him for attorney's fees and legal charges for services as attorney and as trustee, so that your trustee has in hand \$45,500.00 for distribution forthwith between Albert Sydney Gadd, jr., John Denwood Gadd and Margaret Gadd Ashley, free of all costs, attorney's fees and charges and trustee's commissions.

3. That on the same day the said Helena S. Raskob paid unto your trustee \$43.35, that part of the taxes due by her under the contract of sale to be paid unto Albert Sydney Gadd, jr., who had already paid all taxes for the year 1928, on property sold.

4. That the costs so paid are as follows:

costs of the clerk of the court	\$40.50	
costs of Register of Wills	3.75	
appear. fee,	10.00	
cost of James T. Earle, examiner,	16.00	
Witnesses before examiner,	3.00	
cost of clerk before examiner,	5.00	
cost of bond,	150.00	
costs of advertising order nisi,	12.50	\$240.75

5. That after the receipt by your trustee of the sums of money above mentioned he delivered unto the said Helena S. Raskob the deed provided for by said decree.

6. That of the above sum of \$45,500.00, the said Albert Sydney Gadd, jr., is entitled to receive \$15,166.66, the said John Denwood Gadd is entitled to receive \$15,166.67, and the said Margaret Gadd Ashley is entitled to receive \$15,166.67.

7. That both the said Albert Sydney Gadd, jr., and John Denwood Gadd are over the age of twenty one years, and the said Margaret Gadd Ashley is over the age of eighteen years, so that each one is now entitled to receive his or her part of said purchase money and to give your trustee a release therefor.

8. That your trustee knows of no reason why each of the parties above named should not forthwith receive the sums mentioned and why the costs of the case should not be paid.

9. That said Helena S. Raskob paid unto the said Madison Brown nine hundred dollars in full settlement of all legal services rendered by him from the beginning of the employment by her of him to the closing of the matter, including legal services for advice, examination of title, preparation of deed and conduct of this cause including services rendered as trustee which was paid and accepted by agreement between the purchaser and trustee.

Your trustee, therefore, prays Your Honors to pass an order authorizing, empowering and directing him to pay unto the said Albert Sydney Gadd, jr., the said sum of \$15,166.66, unto the said John Denwood Gadd the said sum of \$15,166.67, and unto the said Margaret Gadd Ashley the said sum of \$15,166.67, provided that each shall deliver unto the trustee at the time of said payment a proper release for said sum of money, and to pay forthwith the costs of the case to the parties entitled to the same.

Madison Brown, trustee.

State of Maryland, Queen Anne's County, SCT:
I hereby certify that on this 16th. day of November, 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, the above named trustee, and he did make oath in due form of law that the matters and things set forth in the foregoing report are true as therein stated to the best of his knowledge and belief.

B. Hackett Turner

Filed Nov. 16th. 1928.

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

ORDER OF COURT.

The foregoing report of Madison Brown, trustee, has been read and considered.

It is thereupon on this 20th. day of November, 1928, adjudged, ordered and decreed as follows;

That the said Madison Brown, pay forthwith the costs recited in the foregoing Report:

that the said Madison Brown, trustee, pay forthwith unto Albert Sydney Gadd, jr., fifteen thousand one hundred sixty six dollars, and sixty six cents; provided that the said Albert Sydney Gadd, jr., at the time of said payment shall deliver unto the said Madison Brown a proper release for said sum of money;

that the said Madison Brown, trustee, pay forthwith unto John Denwood Gadd fifteen thousand one hundred sixty six dollars and sixty seven cents; provided that the said John Denwood Gadd at the time of said payment shall deliver unto the said Madison Brown a proper release for said sum of money;

that the said Madison Brown, trustee, pay forthwith unto Margaret Gadd Ashley fifteen thousand one hundred sixty six dollars and sixty seven cents; provided that the said Margaret Gadd Ashley at the time of said payment shall deliver unto the said Madison Brown a proper release for said sum of money;

that the said Madison Brown, trustee, after making said payments shall report unto this court the fact thereof by written report with affidavit attached, as usual.

that the papers of this cause be and the same are hereby referred to Edwin H. Brown, Jr., as special auditor, with instructions to state an account between the amounts herein reported to have been received by said Madison Brown, and expended by him and to return said account to this court.

Filed Nov. 20th. 1928.

Thomas J. Keating.

1431368



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CHANCERY CAUSE #2761.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 2nd. day of October, in the year nineteen hundred and thirty, the following Bill of Complaint was filed for record, to wit:

WILLARD D. FOULK,
Plaintiff,

vs.

ELLEN J. FENNIMORE,
Defendant.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator complaining says:

1. That your Orator, Willard D. Foulk, is seized and possessed in fee simple of an undivided one-half interest of, in and to the lot or parcel of land situate, lying and being on Second Street, in the town of Crumpton, in the Seventh Election District of Queen Anne's County, State of Maryland, which said lot or parcel of land is fully described in the deed thereof from Harry F. Jefferson, et al., to Mary L. Foulk, bearing date the 5th. day of January, 1921, and recorded in Liber J. F. R. No. 6, folios 201 etc., a land record book for Queen Anne's County aforesaid.
2. That the other undivided one-half interest of, in and to said lot or parcel of land is owned by the Defendant, Ellen J. Fennimore.
3. That the said Defendant, Ellen J. Fennimore, and your Orator acquired title to the said lot or parcel of land from the said Mary L. Foulk, who departed this life, intestate, and seized and possessed thereof, on the 5th day of May, 1928, leaving a surviving husband, your Orator, and no child or descendant, but leaving a mother, the said Defendant, Ellen J. Fenimore, as her only heirs at law.
4. The said lot or parcel of land is not susceptible of division among the parties of interest according to their respective rights therein without loss or injury to the said parties.
5. That your Orator is advised that he is entitled to have said lot or parcel of land sold under a decree of this Honorable Court, and a division of the money arising from such sale among the said parties in interest, according to their respective rights.
6. That the said Mary L. Foulk, at the time of her death, was a non-resident of the State of Maryland, residing in New Castle County, State of Delaware.
7. That no letters of administration have been granted on the estate of the said Mary L. Foulk in the State of Maryland, there being no personal estate therein so far as is known.
8. That your Orator is advised that in case any real estate is sold by this Honorable Court on a bill of sale for the purpose of partition, this Court may, in its decree of sale, provide for a notice to creditors not exceeding ninety days to be given by the trustee appointed by this Court, which notice shall be in lieu of the usual notice in such cases required by law.
9. That your Orator is an adult and resides in New Castle County, State of Delaware.
10. That the Defendant, Ellen J. Fennimore, is an adult and a non-resident of the State of Maryland, residing in New Castle County, State of Delaware.

TO THE END, THEREFORE:

- (1) That this Honorable Court may decree a sale of said lot or parcel of land;
- (2) That the money arising from such sale may be divided among the parties, according to their respective rights;
- (3) That a notice to creditors of the said Mary L. Foulk, deceased, may be given by the trustee appointed by this Court to make such sale;
- (4) And that your Orator may have such other and further relief as his case may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orator an Order of Publication, giving notice to the said Ellen J. Fenimore, who is a non-resident of the State of Maryland, of the substance and object of this Bill of Complaint, and warning her to appear in this Court in person or by solicitor, on or before a certain day to be named therein, to answer the premises and show cause, if any she has, why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

Willard D. Foulk
Plaintiff.

Harper & Horney
Solicitors for Plaintiff.

STATE OF DELAWARE,)
NEW CASTLE COUNTY,) TO WIT:

I HEREBY CERTIFY that on this twenty ninth day of September, 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, duly commissioned and qualified according to law, personally appeared Willard D. Foulk, and made oath in due form of law that the matters and things stated in the foregoing BILL OF COMPLAINT are true as therein set forth, to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
Public
Seal.

Herbert B. Mearns
Notary Public.

ORDER OF PUBLICATION.
Filed Oct. 2nd. 1928.

ORDER OF PUBLICATION

Willard D. Foulk,
Plaintiff,

vs.

ELLEN J. FENNIMORE,
Defendant.

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

Cause No.

The object of this suit is to procure the sale for the purpose of partition of the lot or parcel of land situate on Second Street, in the town of Crumpton, in the Seventh Election District of Queen Anne's County, State of Maryland, owned by Mary L. Foulk, late of New Castle County, State of Delaware, deceased, at the time of her death, which descended, upon her death, intestate, unto Willard D. Foulk, her husband, and Ellen J. Fenimore, her mother, as her only heirs at law.

The substance of the Bill of Complaint is as follows, to wit:

That the said Willard D. Foulk is seized and possessed in fee simple of an undivided one-half interest in said lot or parcel of land; that the other undivided one-half interest is owned by the said Ellen J. Fenimore; that they acquired title thereto from the said Mary L. Foulk, deceased; that the said lot or parcel of land is not susceptible of division among the parties of interest without loss or injury; that no letters of administration have been granted on the estate of the said Mary L. Foulk, deceased, in the State of Maryland, she being, at the time of her death, a non-resident of the said State.

The Plaintiff to said Bill of Complaint prays unto the Circuit Court for Queen Anne's County in Equity, as follows:

For an order of publication, giving notice to the said Ellen J. Fenimore, who is a non-resident of the State of Maryland, of the substance and object of this Bill of Complaint, who, together with the Plaintiff, Willard D. Foulk, constitute the parties interested in said lot or parcel of land.

IT IS THEREUPON, this second day of October, 1928, ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Plaintiff, by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County aforesaid, once in each of four successive weeks before the 7th. day of November, 1928, give notice to Ellen J. Fenimore, who the bill states is a non-resident, defendant, residing in the State of Delaware, of the object and substance of said bill, warning her to appear in the Circuit Court for Queen Anne's County in Equity, in person or by solicitor, on or before the 25th. day of November, 1928, to answer the premises and show cause, if any she has, why a decree ought not to be passed as prayed.

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

Filed October 2nd. 1928.

H31368
 CERTIFICATE OF PUBLICATION
 OF ORDER OF PUBLICATION.
 Filed Nov. 27th. 1928.

ORDER OF PUBLICATION.

WILLARD D. FOULK,
 PLAINTIFF,
 vs.
 ELLEN J. FENIMORE,
 DEFENDANT.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CAUSE No. 2761.

The object of this suit is to procure the sale for the purpose of partition of the lot or parcel of land situate on Second Street, in the town of Crumpton, in the Seventh Election District of Queen Anne's County, State of Maryland, owned by Mary L. Foulk, late of New Castle County, State of Delaware, deceased, at the time of her death, which descended upon her death, intestate, unto Willard D. Foulk, her husband, and Ellen J. Fenimore, her mother, as her only heirs at law.

The substance of the Bill of Complaint is as follows, to wit:

That the said Willard D. Foulk is seized and possessed in fee simple of an undivided one-half interest in said lot or parcel of land; that the other undivided one-half interest is owned by the said Ellen J. Fenimore; that they acquired title thereto from the said Mary L. Foulk, deceased; that the said lot or parcel of land is not susceptible of division among the parties of interest without loss or injury; that no letters of administration have been granted on the estate of the said Mary L. Foulk, deceased, in the State of Maryland, she being, at the time of her death, a non-resident of the said State.

The Plaintiff to said Bill of Complaint prays unto the Circuit Court for Queen Anne's County, in Equity, as follows:

For an order of publication, giving notice to the said Ellen J. Fenimore, who is a non-resident of the State of Maryland, of the substance and object of this Bill of Complaint, who, together with the Plaintiff, Willard D. Foulk, constitute the parties interested in said lot or parcel of land.

IT IS THEREUPON, this Second day of October, 1928, ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Plaintiff, by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County aforesaid, once in each of four successive weeks before the 7th day of November, 1928, give notice to Ellen J. Fenimore, who the bill states is a non-resident defendant, residing in the State of Delaware, of the object and substance of said bill, warning her to appear in the Circuit Court for Queen Anne's County, in Equity, in person or by solicitor, on or before the 25th day of November, 1928, to answer the premises and show cause, if any she has, why a decree ought not to be passed as prayed.

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

Filed October 2nd. 1928.

True Copy--Test:

B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER...

Centreville, Md., Nov. 26th. 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the ORDER OF PUBLICATION in the case of Willard D. Foulk vs. Ellen J. Fenimore, 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 having been made on the 6th day of October, 1928, more than four week before the 7th day of November in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Nov. 27th. 1928.

By Bertha G. Durney.

PETITION FOR DECREE
PRO CONFESSO.
Filed Nov. 28th. 1928.

WILLARD D. FOULK,
Plaintiff,

vs.

ELLEN J. FENIMORE,
Defendant.

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

Cause No. 2761.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Willard D. Foulk, Plaintiff, unto your Honors, respectfully sets forth:

1. That Ellen J. Fenimore is the Defendant named in the Bill of Complaint filed in the above cause;
2. That on the second day of October, nineteen hundred and twenty eight, the Clerk of this Court issued an order of publication giving notice to the said Ellen J. Fenimore, who is a non-resident of the State of Maryland, of the substance and object of the said Bill of Complaint, and warning her to appear in this Court, in person or by solicitor, on or before the twenty fifth day of November, nineteen hundred and twenty eight, to answer the premises and show cause, if any she has, why a decree ought not to pass as prayed in said Bill of Complaint, and said order of publication was duly published by the said Plaintiff in The Centreville Observer, a newspaper printed and published in Queen Anne's County, State of Maryland, for four successive weeks, previous to fifteen days before the day fixed by said order of publication for the appearance of the said Ellen J. Fenimore, as will appear by reference to the certificate of publication of said order of publication filed among the proceedings in this cause;
3. That up to the date of the filing of this Petition the said Ellen J. Fenimore has not appeared in this Court in answer to said order of publication either in person or by solicitor, nor has any answer to said Bill of Complaint been filed by or on behalf of the said Ellen J. Fenimore;
4. That your Petitioner is advised that he is entitled to obtain an order of this Honorable Court that his said Bill of Complaint be taken pro confesso as against the said Ellen J. Fenimore;

Your Petitioner, therefore, prays your Honors to pass an order that his said Bill of Complaint be taken pro confesso as against the said Ellen J. Fenimore.

Respectfully submitted,

Harper & Horney
Solicitors for Petitioner.

Filed November 27th. 1928.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I HEREBY CERTIFY THAT there has been no appearance entered for and on behalf of Ellen J. Fenimore in the above cause and that there has been no answer filed by her or on her behalf up to the Eleventh day of December, 1928.

Filed December 11th. 1928.

B. Hackett Turner
Clerk.

WILLARD D. FOULK,
Plaintiff,

vs.

ELLEN J. FENIMORE,
Defendant.

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

Cause No. 2761.

DECREE PRO CONFESSO

Ellen J. Fenimore, the Defendant to the Bill of Complaint filed in the above cause, having been duly warned to appear to said Bill of Complaint by order of publication and having failed to appear thereto according to the exigency of the said order of publication, it is thereupon, on this fourteenth day of December, nineteen hundred and twenty eight, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the plaintiff is entitled to relief in the premises; but because it does not certainly appear to what relief the plaintiff is entitled, it is further adjudged and ordered that leave be granted to the plaintiff to take testimony before any one of the Standing Examiners of this Court, to support the allegations of the bill.

Filed December 17th. 1928.

Thomas J. Keating.

M31368

DEPOSITIONS.
Filed Jany. 19th. 1929.

WILLARD D. FOULK,
Plaintiff,

vs.

ELLEN J. FENIMORE,
Defendant.

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

Cause No. 2761.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The counsel for the Plaintiff having notified the subscriber, one of the Standing Examiners of this Court, of their desire to take testimony to support the allegations of the Bill of Complaint filed in the above entitled cause, your Examiner did, on the 12th day of January, 1929, pursuant to the Decree Pro Confesso passed in this cause on the 14th day of December, 1928, attend at the law offices of Harper and Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 11 o'clock A.M., and proceeded to take the following testimony:

APPEARANCES

For the Plaintiff: Harper and Horney.
For the Defendant: None.

THEREUPON,-----

WILLARD D. FOULK,

a witness of lawful age produced on behalf of the Plaintiff, having been first duly sworn, testified, as follows:

DIRECT EXAMINATION.

By Mr. Horney:

Q. State your name, age, residence and occupation.

A. Willard D. Foulk, I am 38 years old. 919 Jackson Street, Wilmington, Delaware. I am a machinist.

Q. Are you acquainted with the parties to this suit, or any, and which of them?

A. Yes, with both of them. I am the Plaintiff. And my mother-in-law, Ellen J. Fenimore, is the defendant.

Q. Did you know the late Mary L. Foulk in her lifetime?

A. Yes, she was my wife.

Q. Is she living or dead; if dead, when and where did she die, and did she leave any last will and testament?

A. She is dead. She died on May 5th. 1928, in Wilmington, Delaware. She did not leave a last will and testament.

Q. Was she married, and if yea, to whom; and is her husband living or dead?

A. Yes, to me.

Q. What children and descendants did she leave, and what are their several names, ages and residences.

A. She left no children. But left myself and her mother, Mrs. Fenimore, surviving her. Mrs. Fenimore is about 65 and resides at Marshallton, Del.

Q. Is her father living or dead?

A. Her father is dead. He died before we were married.

Q. Did the said Mary L. Foulk die seized and possessed of any real estate? If so, are you acquainted with it; and if yea, describe its quantity, quality, situation and value.

A. Yes. I am well acquainted with it. It is a small lot in Crumpton, on Second Street, improved by a shop building or sort of a garage and a wood house. It is a lot about 75 x 110 feet and contains about 8,500 square feet of land. It is, in my opinion, worth about \$400.00.

Q. Is or not the said property susceptible of division among the parties interested therein without material loss and injury to them?

A. It would almost be an impossibility without loss to those interested.

Q. Would it or not be to the benefit and advantage of all the parties interested therein to sell the said property, and divide the proceeds among them? State your reason for such opinion as you may give.

A. Yes, I think it would. Because it is bringing in no income now and we have to pay taxes on it. If allowed to remain as it is it will continue to depreciate in value.

Q. Who owns the land now?

A. I am advised that I own one-half of it and my mother-in-law the other one-half of it.

Q. Have any letters of administration been granted on the estate of the said Mary L. Foulk? If not, why not?

A. No letters have been granted in Maryland, there being no personal property here.

EXAMINER'S SPECIAL:

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 any 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.

Mrs. Foulk was not a resident of the State of Maryland, neither was her mother, Mrs. Fenimore. Nor am I.

Willard D. Foulk.

WILLIAM H. FOULK,

a witness of lawful age produced on behalf of the Plaintiff, having been first duly sworn, testified, as follows:

By Mr. Horney:

Q. State your name, age, residence and occupation.

A. William H. Foulk. 31. 1301 Market Street, Wilmington, Delaware. Attorney at law.

Q. Are you acquainted with the parties to this suit, or any, and which of them?

A. Yes, I know both of them. Willard D. Foulk is my brother and Mrs. Fenimore is his mother-in-law.

Q. Did you know the late Mary L. Foulk in her lifetime?

A. Yes, very well.

Q. Is she living or dead; if dead, when and where did she die, and did she leave any last will and testament?

A. Dead. May 5th. 1928, in Wilmington, Delaware. No, she did not leave a last will and testament.

Q. Was she married, and if yea, to whom; and is her husband living or dead.

A. Yes, to my brother who just testified.

Q. What children and descendants did she leave or other heirs, and what are their several names, ages and residences?

A. She left no children or descendants. I am advised that her husband, Willard D. Foulk, and her mother, Ellen J. Fenimore, are her only heirs, her father having predeceased her. My brother is 38 and Mrs. Fenimore is about 65. They are both non-residents of the State of Maryland residing in the State of Delaware.

Q. Did the said Mary L. Foulk die seized and possessed of any real estate? If so, are you acquainted with it; and if yea, describe its quantity, quality, situation and value.

A. Yes, she did. I am well acquainted with it. It is a small lot about 77 x 110 feet. It is not particularly valuable. But is improved by one fairly large building with galvanized roof. The other building is small, a sort of shed. It is located on Second Street in the town of Crumpton, in Queen Anne's County, Maryland. In my opinion the value is \$400.00.

Q. Is or not the said property susceptible of division among the parties interested therein without material loss and injury to them?

A. No, it is not.

Q. Would it not be to the benefit and advantage of all the parties interested therein to sell the said property, and divide the proceeds among them? State your reason for such opinion as you may give.

A. Yes, I think it would. Mainly because of lack of interest on the part of the parties to whom it belongs.

Q. Have any letters of administration been granted on the estate of the said Mary L. Foulk in the State of Maryland.

A. No, because there is not personal property here nor debts.

EXAMINER'S SPECIAL:

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 any 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.

Mrs. Foulk was a non-resident of the State of Maryland, residing in New Castle County, State of Delaware.

William H. Foulk.

LEWIS A. WELSH,

a witness of lawful age produced on behalf of the Plaintiff, having been first duly sworn, testified, as follows:

DIRECTION EXAMINATION.

By Mr. Horney:

Q. State your name, age, residence and occupation.

A. Lewis A. Welsh. I am 39 years old. I reside at 400 Junction Street, Elsmere, Delaware. I am a machinist.

Q. Are you acquainted with the parties to this suit, or any, and which of them?

A. Yes, I know both of them well. I have known Mr. Willard D. Foulk for about 20 years and Mrs. Fenimore for about 7 or 8 years.

Q. Did you know the late Mary L. Foulk in her lifetime?

A. Yes, I did.

Q. Is she living or dead; if dead, when and where did she die, and did she leave any last will and testament?

A. She is dead. She died May 5th. 1928, in Wilmington, Delaware. I don't know whether she left a last will and testament, but I never heard of her leaving one.

Q. Was Mrs. Foulk a non-resident of the State of Maryland at the time of her death?

A. She was. She resided in Delaware for some years previous.

Q. Was she married, and if yea, to whom; and is her husband living or dead?

A. She was married to Willard D. Foulk. He is living.

Q. What children or other heirs did she leave, and what are their several names, ages and residences?

A. She left no children. She left her husband as stated and her mother, Mrs. Fenimore. Her father had died previously. Mr. Foulk is 38 and Mrs. Fenimore is about 65. They both reside in the State of Delaware.

Q. Did the said Mary L. Foulk die seized and possessed of any real estate? If so, are you acquainted with it; and if yea, describe its quantity, quality, situation and value.

A. She did. I have seen it several times since she died. It is just a small lot, improved by two buildings, one a garage or stable, the other a tool house. It is located in Crumpton, Queen Anne's County, Maryland. Its value I should say was \$400.00.

Q. Is or not the said property susceptible of division among the parties interested therein without material loss and injury to them?

A. I think not.

Q. Would it or not be to the benefit and advantage of all the parties interested therein to sell the said property, and divide the proceeds among them? State your reason for such answer as you may make.

A. Yes, I do. Because it is depreciating in value. And it is not being rented.

EXAMINER'S SPECIAL:

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 any 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.

No.

There being no further witnesses to be examined and the counsel for the Plaintiff desiring no further time for the production of evidence, your Examiner hereby respectfully makes his return and certifies that he was engaged with such examination two days and examined three witnesses, making costs chargeable as follows, to wit:

H. B. W. Mitchell, Examiner,		\$8.00.
William H. Foulk:		
Witness fee,	\$ 0.75	
Itinerant charges,	<u>7.50</u>	8.25
Lewis A. Welsh:		
Witness fee,	0.75	
Itinerant charges,	<u>7.50</u>	8.25
TOTAL:		\$24.50

Itinerant charges are included in the costs as above set out at the suggestion and request of the Plaintiff's Solicitor, Mr. Horney.

Respectfully submitted,

H. B. W. Mitchell
Examiner.

FINAL DECREE.
Filed Feb. 2nd. 1929.

WILLARD D. FOULK,
Plaintiff,

vs.

ELLEN J. FENIMORE,
Defendant.

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

Cause No. 2761.

FINAL DECREE

This cause standing ready for hearing, the Defendant, Ellen J. Fenimore, not having appeared or answered, and testimony having been taken pursuant to the Decree Pro Confesso passed in this cause on the 14th. day of December, 1928, all the proceedings were read and considered.

IT IS THEREUPON, this second day of February, 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, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold; that Wm. R. Horney, of Queen Anne's County, Maryland, be, and he is hereby appointed Trustee to make said sale; and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty (if corporate surety be given) of Five hundred dollars (\$500.00) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' previous notice by advertisement, inserted in a newspaper or newspapers printed and published in Queen Anne's County, Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be the sum of Two Hundred Dollars (\$200.00) in cash 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 or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the Trustee, and, as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed according to law under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

It appearing that Mary L. Foulk, at the time of her death, was a non-resident of the State of Maryland, and died intestate, leaving a parcel of real estate in said State, but not leaving personal estate therein so far as is known, IT IS FURTHER ORDERED that the said Trustee give notice to all resident and non-resident creditors of the said Mary L. Foulk, deceased, in the form following this decree, by the publication of said notice in a newspaper printed and published in Queen Anne's County, State of Maryland, for four successive weeks, the first insertion of said notice in said newspaper to be at least ninety days prior to the time fixed therein for the expiration thereof.

Filed Feb. 2nd. 1929.

Thomas J. Keating.

CERTIFIED COPY OF BOND.
Filed Feb. 2nd. 1929.

Queen Anne's County, to wit: Be it remembered that on the second day of February, in the year nineteen hundred and twenty nine, 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 Five Hundred dollars (\$500.00), current money of the United States to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, and administrators, successors and assigns, in the whole, and for the whole jointly and severally, firmly by these presents, sealed with our seals and dated this second day of February, in the year nineteen hundred and twenty nine;

WHEREAS, the above bounden William R. Horney, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, has been appointed Trustee to sell the real estate mentioned in the proceedings in the case of "Willard D. Foulk vs. Ellen J. Fenimore", being Cause No. 2761, now pending in said Court.

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

Signed, sealed and
delivered in the presence of:

Sarah L. Wright.

Seal's
Place.

William R. Horney (SEAL)

United States Fidelity and
Guaranty Company.

Attest: Sarah L. Wright.

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 February 2nd. 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. 2 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 February, in the year 1929.

B. Hackett Turner, Clerk.

NOTICE TO CREDITORS.

This is to give notice that the subscriber, William R. Horney, hath been appointed by a decree of the Circuit Court for Queen Anne's County in Equity Trustee to make sale of the real estate (mentioned in said decree) of Mary L. Foulk, late of New Castle County, State of Delaware, deceased, and pursuant to Section 114 of Article 93 of Bagby's Annotated Code of the Public General Laws of Maryland (Edition of 1924), all persons resident and non-resident having claims against the said deceased, MARY L. FOULK, are warned to exhibit the same, with the vouchers thereof, legally authenticated, to the subscriber, on or before the fifteenth day of May, in the year nineteen hundred and twenty nine; they may otherwise by law be excluded from asserting such claims against said real estate in the hands of the purchaser or purchasers at the sale thereof, or his, her or their heirs and assigns.

Given under my hand, this second day of February, in the year nineteen hundred and twenty nine.

William R. Horney
Trustee in the case of "Willard D.
Foulk vs. Ellen J. Fenimore",
Chancery Cause No. 2761.

Filed February 2nd. 1929.

REPORT OF SALE.
Filed April 30th. 1929.

WILLARD D. FOULK,
Plaintiff,

vs.

ELLEN J. FENIMORE,
Defendant.

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

Cause No. 2761.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Trustee, appointed by the decree in the above entitled cause, on the 2nd day of February, 1929, to make sale of certain real estate therein mentioned and described, to your Honors, respectfully shows:

1. That after giving bond with security for the faithful discharge of the trust reposed in him by said decree and after giving notice of the time, place, manner and terms of sale by advertisement inserted in The Centreville Observer, a newspaper printed and published in Queen Anne's County, State of Maryland, he did, pursuant to said notice of advertisement, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, commencing at the hour of 1:00 o'clock P.M., on Tuesday, the 30th day of April, 1929, and did then and there offer at public sale to the highest bidder the real estate described in said advertisement of sale, to wit: ALL that lot or parcel of land situate, lying and being on Second Street, in the town of Crumpton, in Queen Anne's County, State of Maryland, with a frontage on said Second Street of 74 feet and 8 inches, a width in the rear of 77 feet and a depth on one side of 111 feet and 10 inches and on the other side 112 feet and 3 inches, containing 8,500 square feet of land, more or less, upon the terms set forth in said decree and in said advertisement, and sold the same to Harvey C. Fenimore, who was then and there the highest bidder thereof, at and for the sum of FOUR HUNDRED AND TWENTY FIVE DOLLARS (\$425.00). And your Trustee further reports that the said purchaser, Harvey C. Fenimore, has paid to your Trustee the sum of TWO HUNDRED DOLLARS (\$200.00) in cash, and has passed unto your Trustee his agreement in writing whereby he agrees to make settlement with your Trustee for the balance of said purchase money upon the final ratification of said sale by this Court.

2. That at the time of offering said real estate for sale, your Trustee announced that possession of said property would be given upon the compliance with the terms of sale; that the purchaser would be required to pay the State and County taxes for the year 1929; and that all title papers would be at the expense of the purchaser.

3. A certificate of the publication of said advertisement in The Centreville Observer, a newspaper published as aforesaid in Queen Anne's County aforesaid, is filed herewith and is marked "Exhibit No. A".

Respectfully submitted,

William R. Horney
Trustee.

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

I HEREBY CERTIFY that on this 30th. day of April, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Trustee, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth to the best of his knowledge and belief, and that the sale therein reported was fairly made.

\$425.00.

B. Hackett Turner
Clerk.

EXHIBIT A".
CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed April 30th. 1929.

TRUSTEE'S SALE OF A VALUABLE LOT
OR PARCEL OF LAND
IN CRUMPTON.

The undersigned, Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed the 2nd. day of February, 1929, in the case of "Willard D. Foulk vs. Ellen J. Fenimore", 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, APRIL 30, 1929, commencing at 1:00 o'clock p.m., the following described real estate, to wit:

131368

ALL THAT LOT OR PARCEL OF LAND situate, lying and being on Second Street, in the town of Crumpton, in Queen Anne's County, State of Maryland, with a frontage on said Second Street of 74 feet and 8 inches, a width in the rear of 77 feet and a depth on one side of 111 feet and 10 inches and on the other side 112 feet and 3 inches, containing 8,500 square feet of land, more or less.

TERMS OF SALE:- As prescribed by decree: The sum of \$200.00 in cash on the day of sale, and 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 portions to bear interest, and to be secured to the satisfaction of the Trustee. Further particulars will be made known on the day of sale.

WILLIAM R. HORNEY,
Trustee.
Harper & Horney, Attorneys.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., April 30th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the TRUSTEE'S SALE in the case of Willard D. Foulk vs. Ellen J. Fenimore, 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 April 6th. 1929, more than three weeks before the 30th. day of April, in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

"EXHIBIT A".

By Margaret E. Durney.

N I S I.

Willard D. Foulk,

vs.

Ellen J. Fenimore.

{ IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
} CHANCERY NO. 2761.

ORDERED, This 30th. day of April, A.D., 1929, that the sale of the real estate made and reported in this cause by William R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 5th. day of June next.

The Report states the amount of sales to be \$425.00.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed July 9th. 1929.

NISI.

WILLARD D. FOULK,
VS.
ELLEN J. FENNIMORE.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2761.

Ordered, This 30th. day of April, A.D., 1929, that the sale of the real estate made and reported in this cause by William R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. day of July, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 5th day of June next.

The Report states the amount of sales to be \$425.00.

B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.
Filed April 30th. 1929.

THE CENTREVILLE OBSERVER.

Centreville, Md., July 9, 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Willard D. Foulk vs. Ellen J. Fenimore - Chancery #2761, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 5th. day of June, in the year 1929..

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed July 9th. 1929.

By Margaret E. Durney.

FINAL ORDER OF RATIFICATION.

WILLARD D. FOULK,
Plaintiff,

vs.

ELLEN J. FENIMORE,
Defendant.In the Circuit Court for
Queen Anne's County
in Equity.

Cause No. 2761.

ORDERED, this 9th. day of July, 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 of the real estate made by William R. Horney, Trustee, for the sale of the aforesaid real estate mentioned and described in the foregoing Report of Sale filed in the above cause and mentioned and described in the order nisi, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with the preceding order nisi.

Filed July 9th. 1929.

Thomas J. Keating.

REPORT OF PUBLICATION OF
NOTICE TO CREDITORS.
Filed July 11th. 1929.WILLARD D. FOULK,
Plaintiff,

vs.

ELLEN J. FENIMORE,
Defendant.()()() In the Circuit Court for
Queen Anne's County
in Equity.

Cause No. 2761.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Trustee appointed by the decree in the above entitled cause, unto Your Honors, respectfully shows:

1. That in accordance with the decree of this Honorable Court, passed on the 2nd. day of February, 1929, in this cause, your Trustee gave notice to all persons, resident and non-resident, having claims against Mary L. Foulk, late of New Castle County, State of Delaware, deceased, warning them to exhibit the same, with the vouchers thereof, legally authenticated, to your Trustee, on or before the 15th day of May, 1929.

2. That the said notice was inserted and published in The Centreville Observer, a newspaper printed and published in Queen Anne's County, State of Maryland, for four successive weeks, the first insertion of said notice in said newspaper having been made on the 9th day of February, 1929, more than ninety days prior to the time fixed in said notice for the expiration thereof, as will appear from a copy of said advertisement of said notice and to the certificate of the publication thereof filed herewith as a part of this Report and marked "Exhibit No. A".

Respectfully submitted,

William R. Horney
Trustee.

H31368

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

I HEREBY CERTIFY that on this eleventh day of July, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared William R. Horney, Trustee in the above entitled cause, and made oath in due form of law that the matters and things stated in the afore-going REPORT are just and true as therein stated to the best of his knowledge and belief.

Filed July 11th. 1929.

B. Hackett Turner
Clerk.

CERTIFICATE OF PUBLICATION
OF NOTICE TO CREDITORS.
"EXHIBIT NO. A".

NOTICE TO CREDITORS.

This is to give notice that the subscriber, William R. Horney, hath been appointed by a decree of the Circuit Court for Queen Anne's County, in Equity, Trustee to make sale of the real estate mentioned in said decree of Mary L. Foulk, late of New Castle County, State of Delaware, deceased, and pursuant to Section 114 of Article 93 of Bagby's Annotated Code of the Public General Laws of Maryland (Edition of 1924), all persons resident and non-resident having claims against the said deceased, MARY L. FOULK, are warned to exhibit the same, with the vouchers thereof, legally authenticated to the subscriber, on or before the fifteenth day of May, in the year nineteen hundred and twenty-nine; they may otherwise by law be excluded from asserting such claims against said real estate in the hands of the purchaser or purchasers at the sale thereof, or his, her or their heirs and assigns.

Given under my hand, this second day of February, in the year nineteen hundred and twenty-nine.

WILLIAM R. HORNEY,
Trustee in the case of "Willard
D. Foulk vs. Ellen J. Fennimore",
Chancery Cause No. 2761.

Filed February 2nd. 1929.
True Copy--Test:
B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md., July 11th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Notice to Creditors in the case of Willard D. Foulk vs. Ellen J. Fenimore, 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 having been made on February 9th. 1929, more than 90 days before the 15th day of May, in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

"EXHIBIT NO. A".

By Margaret E. Durney.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed July 25th. 1929.

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

Willard D. Foulk,
Plaintiff,

vs.

Ellen J. Fenimore,
Defendant.

(
)
(
)
)
(
)
) Cause No. 2761.
(

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 between the proceeds of the sale of the cause and William R. Horney, the trustee making the sale, by first charging the said trustee with the gross amount of the sale made by him, per his report of sale filed, and then by allowing him thereout as follows:
his commissions for making the sale, per rule of court, the court costs of the cause per statement made by the Clerk, the cost of the bond of the trustee, the cost of advertising in the Centreville Observer the order of publication, notice of sale, notice to creditors,

and the several orders nisi of the cause, the amount paid the auctioneer for crying the sale and the fee of the auditor, leaving for distribution among the parties owning the land two hundred sixty dollars and thirty six cents.

The auditor has examined the Bill of Complaint and the testimony filed and finds that at the time of the sale the property was owned by two people, Willard D. Foulk and Ellen J. Fenimore, and he in the within account distributed said balance to these two people in equal parts.

The trustee exhibited his vouchers for the allowances made in the audit requiring vouchers.

Which is respectfully submitted.

Madison Brown
auditor.

Cause 2761.

The proceeds of the sale of the real estate of Willard D. Foulk, and Ellen J. Fenimore sold in the proceedings of the above entitled cause in account with William R. Horney, trustee making said sale under the decree passed in the above entitled cause.

	Cr.	
1929.		
April		
30.	By amount of the gross sale of this cause per the report of sale filed April 30, 1929, the sum of	\$425.00
	Dr.	
" "	To William R. Horney, trustee, for his commission for making said sale, per rule of the court to wit: the sum of	\$29.75
	To do., for the court costs of this cause, per statement of costs of Clerk of Court, to wit:	
	Costs of B.H. Turner, Clerk, \$24.25	
	Appear. fee of W. R. Horney, 10.00	
	Costs of H.B.W. Mitchell, examiner 8.00	
	Fees & itinerant of witnesses before examiner: W.H. Foulk 8.25	
	Lewis A. Welsh 8.25	58.75
	To do., for the cost of his bond paid the corporate surety thereon, per receipt exhibited;	2.50
	To do., for the cost of advertising in the Centre-ville Observer per bill exhibited	
	orders of publication \$18.00	
	notice to creditors 5.00	
	notice of sale 28.14	
	order nisi on sale 5.00	
	order nisi on audit 3.00	59.14
	To do., for the amount paid J.E. Anthony for crying as auctioneer said sale, per his receipt exhibited, the sum of	10.00
	To Madison Brown, auditor, for stating this account, the sum of	4.50
	To balance distributed below, to wit:	260.36
		\$425.00 \$425.00
	Cr.	
	By balance brought down, to wit:	\$260.36
	Dr.	
	To Willard D. Foulk- $\frac{1}{2}$ of said balance,	\$130.18
	To Ellen J. Fenimore- $\frac{1}{2}$ of said balance,	130.18
		\$260.36 \$260.36

July 24, 1929.

Madison Brown
auditor.

H31368

NISI RATIFICATION OF AUDIT.

Willard D. Foulk,
vs.
Ellen J. Fenimore.

(IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY.
)
) (CASE NO. 2761 CHY.

ORDERED, This 25th. day of July, 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 20th. day of August, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of August, 1929, in some newspaper printed and published in Queen Anne's County.

Filed July 25th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Aug. 21st. 1929.

NISI RATIFICATION OF AUDIT.

WILLARD D. FOULK,
vs.
ELLEN J. FENIMORE.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2761 CHY.

ORDERED, this 25th. day of July 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 20th. day of August, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of August, 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 25th. 1929.

THE CENTREVILLE OBSERVER.

Centreville, Md., Aug. 21, 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Willard D. Foulk vs. Ellen J. Fenimore, 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 13th day of August, in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Aug. 21st. 1929.

By Bertha G. Durney

CERTIFICATE OF CLERK

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that all clerk's costs accrued in the case of "Willard D. Foulk vs. Ellen J. Fenimore", being Cause No. 2761 on the Chancery Docket of said Court, up to and including the final ratification of the sale and the cost of recording such papers as are by law proper to be recorded have been paid.

DATED - 8/22/29.

B. Hackett Turner
Clerk.

ORDER OF COURT RATIFYING AUDIT.

WILLARD D. FOULK,
Plaintiff,
vs.
ELLEN J. FENIMORE,
Defendant.

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

Cause No. 2761.

ORDERED, this 22nd. day of August, 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 notice appears to have been given as directed by the previous order of ratification nisi passed thereon in this cause, and the Trustee, 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 Trustee.

Filed August 22nd. 1929.

Thomas J. Keating.

H31368





U31368



CHANCERY CASE NO. 2776.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 2nd. day of May, in the year nineteen hundred and twenty-nine, the following Order to Docket Suit was filed for record, to wit:

B. H. Turner, Clerk:

Docket suit upon the chancery docket of the Circuit Court for Queen Anne's County, in Equity, in the name of Madison Brown, attorney named in mortgage, versus Frank Wilson and Nellie Wilson, his wife, mortgagors.

File in the papers of said suit a certified copy of a mortgage from Frank Wilson and Nellie Wilson, his wife, to Madison Brown, trustee, dated October 1, 1925, and recorded in Liber B. H. T. No. 4, a land record in your office, on folio 230.

File in the papers of said suit the accompanying bond of Madison Brown to the State of Maryland in the penal sum of five thousand dollars conditioned for the foreclosure of said mortgage under the power of sale contained in said mortgage and conferred thereby upon Madison Brown.

This suit is for the foreclosure of said mortgage.

Madison Brown

May 2-
1929.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENT.
Filed May 2nd. 1929.

#11,544. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the thirteenth day of October, in the year nineteen hundred and twenty five, 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 five, by and between Frank W. Wilson and Nellie Wilson, his wife, of 28 Maple Street, Marcus Hook, State of Pennsylvania, parties of the first part, and Madison Brown, of Queen Anne's County, State of Maryland, trustee; 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 Three Thousand Dollars, cash loaned by him to them with the understanding that the same is to be repaid to him at the expiration of 3 years from the date of these presents and with the further understanding that the parties of the first part are to pay to him interest on said sum from the date of these presents at the rate of six per cent per annum, by two half yearly equal payments, the first of which is to be paid on the first day of April next ensuing; and

WHEREAS, it is the condition of said loan which is made simultaneously with the delivery of these presents, that the sum so loaned and the interest thereon to accrue and be paid as aforesaid are to be secured by these presents.

NOW THEREFORE THIS MORTGAGE WITNESSETH: that the said Frank W. Wilson and Nellie Wilson, his wife, do hereby grant and convey unto the said Madison Brown, trustee in fee simple, all that farm or tract of land called or known as "The Brick Smith Farm", "The Brick House Farm", "The Charles W. Palmatary 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 leading from Church Hill to South East Landing, and also on South East Creek, bounded on one side by the farm of David T. Hurlock and upon the other side by the farm of Harry Bamburger and containing ninety four acres, one rood and five perches of land, more or less; being the same land granted and conveyed unto the parties of the first part, as tenants by the entireties by William G. Wilson and Madison Brown, executors of William C. Palmatary, by deed dated September 17, 1925, 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, the sum hereby secured having been loaned to the parties of the first part, to be applied by them to said purchase money, the application having been duly made. References hereby made to said deed for a description of the land hereby conveyed by metes and bounds, courses and distances.

TOGETHER WITH, the buildings and improvements thereon and all the roads, rights, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the parties of the first part, or their assigns or the survivor of them or the executors, administrators or assigns of the survivor of them shall well and truly pay to the said Madison Brown, trustee, his executors, administrators, assigns, or his successor as said trustee, when and as the same shall respectfully fall due and mature, the principal debt hereby secured and the several payments or installments of interest hereinbefore mentioned, then these presents are to be void and until default be made in the premises, the 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 for themselves and each of them, their and each of their heirs, executors, administrators 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 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 party of the second part, his successors, executors, administrators or assigns, or Madison Brown aforesaid, 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 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 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, 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 commission the said parties of the first part, for themselves, 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, day and year above written.

TEST:

S. Katherine Fowler.

Frank W. Wilson (SEAL)

Nellie Wilson (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-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared the above named Frank W. Wilson and Nellie Wilson, his wife, and they did each acknowledge the foregoing MORTGAGE to be their respective act; and at the same time also personally appeared Madison Brown, trustee, above named mortgagee, and he did make oath to said mortgage 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 NOTARIAL day and year above written.

Notary
Public
Seal.

S. Katherine Fowler
Notary Public.

For value received, I hereby assign and transfer the within and foregoing mortgage unto Madison Brown, Guardian of Helen Newnam Sparks, for whom I originally took the mortgage pursuant to the order of the Orphan's Court for Queen Anne's County, passed today.

WITNESS my hand and seal this thirteenth day of October, in the year nineteen hundred and twenty five.

TEST: B. Hackett Turner.

Madison Brown, trustee (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. #4, folios 230 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 May, A. D. nineteen hundred and twenty nine.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed May 2nd. 1929.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 2nd. day of May, in the year 1929, 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 organized, incorporated and now existing under the laws of the United States of America, with due authority to become sole surety on the bonds of trustees, 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 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 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 first day of May, in the year nineteen hundred and twenty nine.

WHEREAS Frank Wilson and Nellie Wilson, his wife, by a certain mortgage bearing date October 1, 1925, and recorded in Liber B.H.T. No. 4, a land record book of Queen Anne's County, on folio 230, made to secure the payment of the sum of money therein specified and certain interest to be paid semi-annually thereon, did convey unto Madison Brown as trustee certain land in said mortgage described; and

WHEREAS default has occurred in the covenants of said mortgage by reason of the non-payment of the principal debt secured by said mortgage by reason of the non-payment of interest due thereon on April first, 1929, and by reason of other defaults in said covenant.

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, because of said default, about to sell the mortgaged property under the said power and authority so conferred upon him by 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 said mortgaged property or the proceeds thereof, then the above obligation 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:
Nellie Brown.

Countersigned: Seal's
By J. Lemuel Roberts. 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 2nd. 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. 16, 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 May, in the year 1929.

B. Hackett Turner, Clerk.

REPORT OF SALE.
FILED July 17th. 1929.

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

Madison Brown, attorney
named in mortgage,
vs.
Frank Wilson and
Nellie Wilson, his wife.

Chancery Docket
Cause 2776.

To the Honorable, the Judges of said Court:

The report of Madison Brown, attorney named in mortgage, plaintiff of above cause, unto Your Honors respectfully sets forth:

1. That prior to the time of the sale hereinafter set forth default had occurred in the terms of the mortgage from Frank Wilson and Nellie Wilson, his wife, given to Madison Brown, trustee, dated October 1, 1925, and recorded in Liber B. H. T. No. 4, a land record book of said county, on folio 230, and by the said mortgagee assigned by assignment dated October 13, 1925, unto Madison Brown, guardian of Helen Newman Sparks, by reason of the non-payment of the semi-annual instalment of interest due April 1, 1929, on the debt secured by said mortgage, and by reason of the non-payment of the principal debt secured by said mortgage which had been extended to fall due April 1, 1929.
2. That prior to the day of the sale hereinafter mentioned the said Madison Brown who is named as attorney in said mortgage with power and authority to execute the power of sale contained in said mortgage in case of default as above set forth in the terms of said mortgage filed with the Clerk of the above named court a bond executed by himself as principal and by the American Surety Company of New York, a corporation, as surety in the penal sum of five thousand dollars, containing the condition prescribed by the law of Maryland in relation to the foreclosure of said mortgage under the power of sale contained in said mortgage to be exercised in case of default, which bond was filed with said Clerk on May 2, 1929, and by him approved on said date.
3. That for more than twenty days prior to the day of sale hereinafter mentioned your plaintiff gave notice of the time, place, manner and terms of the sale hereinafter mentioned by advertisement in the Centreville Record, a weekly newspaper published in Queen Anne's County aforesaid, the first advertisement of the notice of sale appearing in the issue or edition of said paper of May 2, 1929, and it also appeared in the edition of said paper of May 9, May 16 and May 23, 1929.
4. That pursuant to said notice of sale your plaintiff did attend on May 28, 1929, the day being Tuesday at the hour of 2 o'clock P.M., and did then and there offer at public sale to the highest bidder on the terms of sale set forth in said notice of sale (and upon the additional terms hereinafter mentioned) all the real estate described in and conveyed by said mortgage and consisting of all that farm or tract of land called or known as "The Brick Smith Farm", "The Brick House Farm", "The Charles W. Palmtary 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 from Church Hill to Southeast Landing and on Southeast Creek, bounded on one side by the farm of David T. Hurlock, and on the other side by the farm of Harry Bamberger, and containing 94 acres, 1 rood and 5 perches of land, more or less, and your plaintiff, in exercise of the power and authority of sale conferred upon him by said mortgage, through the medium of Elmer Anthony, auctioneer, at the time and place above mentioned, did then and there sell said land unto Madison Brown, guardian of Helen Newman Sparks, the holder by the assignment mentioned of said mortgage at and for the sum of three thousand dollars (\$3,000.00), the said mortgagee being then and there the highest bidder (in fact the only bidder) for said mortgaged property at and for the sum of three thousand dollars (\$3,000.00).
5. That reading the terms of sale above mentioned your plaintiff announced that the farm would be sold upon the following additional terms, to wit: that Howard Stewart, present tenant, would have the right to occupy the farm for the balance of the year under his tenancy; that landlord's share of all crops including wheat crop would pass to the purchaser; that the purchaser would be required to pay out of the wheat crop the clover seed bill of six dollars made by said tenant with mortgagor's agreement of payment out of wheat crop; that tenant would have the right to remove fences placed by him around hog lot and garden fence.

A copy of the advertisement of sale mentioned above with the certificate of the publishers of said paper as to the fact of advertisement attached thereto is filed herewith as part of the report of sale.

Which is respectfully submitted.

Madison Brown
attorney named in mortgage.

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

I hereby certify that on this 17th. day of July 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, attorney named in mortgage, and the person

131368

filing the report of sale above set forth, 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 set forth was fairly made.

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

Filed July 17th. 1929.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed July 17th. 1929.

MORTGAGE SALE OF FARM
ON SOUTH-EAST CREEK.

Because default has occurred in the terms of the mortgage from Frank W. Wilson and Nettie Wilson, his wife, to Madison Brown, trustee, dated October 1, 1925, and recorded in Liber B. H. T. No. 4, a land record book of Queen Anne's County, Maryland, on fol. 230, the undersigned as attorney named in said mortgage to sell the mortgaged land in case of such default will sell at public sale to the highest bidder in front of the Court House door in Town of Centreville, Queen Anne's County, Maryland, at 2 o'clock P.M., on TUESDAY, MAY 28, 1929,

ALL THAT FARM called "The Brick Smith Farm", or "The C. W. Palmatary Farm", situated in Second District of Queen Anne's County, Maryland, on right side of road leading from Church Hill to Southeast Landing, adjoining land of Harry Bamberger and the farm of D. Thomas Hurlock, and containing 94 ACRES, 1 ROOD, 5 PERCHES OF LAND, more or less.

This farm is located on southeast creek and contains a marsh which yields a good income from trapping of muskrats.

Improvements consist of 2 story brick DWELLING HOUSE barn, stable, poultry houses and a new implement shed.

The land is productive and suitable for growth of wheat, corn, tomatoes, peas and grass. While most of the farm is in cultivation there is woodland for farm use. The location is fine being only about a mile from the state road from Centreville to Church Hill and about 2 miles from Church Hill and on the water. By expenditure of a little money this farm will make a nice home.

TERMS OF SALE--A cash deposit of 10% of the purchase money will be required at time of sale; one third of the purchase money less cash deposit will be required on ratification of sale by Circuit Court for Queen Anne's County, and balance of purchase money will be required in 2 equal instalments, payable in one and 2 years from day of sale with option of purchaser to pay all cash. All deferred payments to bear interest from day of sale and to be secured by the notes of the purchaser the security thereof to be approved by undersigned. Further particulars made known on day of sale.

MADISON BROWN,
Attorney Named in Mortgage
Centreville, Maryland.

J. Elmer Anthony, Auctioneer.

The owners of this farm have request this sale.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., July 17, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Madison Brown, Atty. vs. Frank 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 a week for four successive weeks (1st insertion May 2/29, before the 28 day of May, in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I.

Madison Brown, Atty. named in
Mtg.,

vs.

Frank Wilson and
Nettie Wilson, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2776.

(1)

ORDERED, This 17th. day of July, A.D., 1929, that the sale of the real estate made and reported in this cause by Madison Brown, Atty. named in Mortgage, be ratified and confirmed,

unless cause to the contrary thereof be shown on or before the 19th. 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 19th. day of August next.

The Report states the amount of sales to be \$3,000.00.

Filed July 17th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Sept. 28th. 1929.

ORDER NISI.

Madison Brown, atty. named in Mtg.,
vs.
Frank Wilson and Nellie Wilson, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2776.

ORDERED, This 17th. day of July, A.D., 1929, that the sale of the real estate made and reported in this cause by Madison Brown, Atty. named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of August 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 July 17th. 1929.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Sept. 28, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison Brown, Atty. vs. Frank Wilson & Nellie Wilson, Chy. #2776, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of four successive weeks (1st insertion July 18/29) before the 19th day of August in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

PETITION OF MADISON BROWN, GUARDIAN.
Filed Sept. 5th. 1929.

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

Madison Brown, attorney
named in mortgage, (Cause 2776.
vs.)
Frank Wilson and (
Nellie Wilson, his wife.)

To the Honorable, the Judges of said Court:

The petition of Madison Brown, guardian of Helen Newman Sparks, and of Leonard E. Davis and Eva M. Davis, his wife, unto Your Honors respectfully sets forth:

That as will appear from the report of sale filed in the above entitled cause the said Madison Brown, guardian of Helen Newman Sparks, who held as mortgagee on the day of sale mentioned in said report of sale the mortgage under which the sale mentioned in said report was made became the purchaser at the sale mentioned in said report of the land described therein as sold under said mortgage at and for the sum of three thousand dollars, (\$3,000.00), with the right to receive the landlord's share of the wheat crop growing on said land at the time of the sale and subject to the obligation to pay a clover seed bill of six dollars (and to permit the removal of fences around the garden) and hog lot of the property sold.

That on the fifteenth day of July, 1929, the said Madison Brown, guardian of Helen Newman Sparks, mortgagee, as purchaser as aforesaid, sold unto the said Leonard E. Davis and Eva M. Davis, his wife, as tenants by the entireties, and the said Leonard E. Davis and Eva M. Davis, his wife, as such tenants purchased of the said Madison Brown, guardian of Helen Newman Sparks, purchaser as aforesaid, the land described in said report of sale as sold under said mortgage at and for the sum of thirty four hundred thirty five dollars (\$3435.00) upon the following terms, to wit:

That five hundred dollars of the purchase money should be paid July 15, 1929; that the said Leonard E. Davis and Eva M. Davis, his wife, should receive the proceeds of the sale of the landlord's share of the above mentioned wheat crop amounting to \$215.64, less clover seed bill of \$6.00, fence bill of \$7.00, and less \$8.75 fertilizer bill for tomato crop, or a net sum of \$193.89 as a credit on the purchase money as of July 15, 1929; that the balance of the purchase money should be paid with interest from July 15, 1929, on completion of the title.

That the said Leonard E. Davis and Eva M. Davis, his wife, paid on July 15, 1929, unto the said Madison Brown, vendor, on account of said purchase money the sum of five hundred dollars above mentioned, and the said Madison Brown has in hand as a payment on account of said purchase money the sum of one hundred ninety three dollars and eighty nine cents (\$193.89) to be credited to said Leonard E. Davis and Eva M. Davis, his wife, on said purchase money upon the substitution of them as purchasers of said real estate under the application hereinafter made.

Additional paragraph to be pinned to petition of Court as part of petition.

That under the agreement between the said Madison Brown, guardian, and Leonard E. Davis and Eva M. Davis, said Leonard E. Davis and Eva M. Davis are entitled to receive of Howard E. Stewart the landlord's share of the corn crop and of tomato crop and are to pay the tomato crop, fertilizer bill, so deduction of same out of wheat crop is proper; the garden fence is to remain on farm and paid (\$7.00) by them, so deduction out of sales of wheat is proper; the fence around hog lot belonging to tenant who has right to remove the same.

That it was further agreed between the petitioners, the parties to the sale of July 15, 1929, that application should be made to this Honorable Court for the substitution of the said Leonard E. Davis and Eva M. Davis, his wife, as tenants by the entireties, as purchasers of the real estate described as sold in said report of sale in the place and stead of said Madison Brown, guardian of Helen Newman Sparks, the original purchaser, in the same manner and as fully as if they had been the original purchasers, but at the purchase price of thirty four hundred thirty five dollars instead of the purchase price named in the report of sale, and upon the terms above set forth.

That pursuant to said agreement the petitioners, therefore, pray Your Honors to pass an order

- (1) substituting said Leonard E. Davis and Eva M. Davis, his wife, as tenants by the entireties, purchasers of the real estate described as sold in said report of sale at and for the sum of thirty four hundred thirty five dollars in the place and stead of Madison Brown, guardian as aforesaid, named in said report of sale as the original purchaser;
- (2) authorizing, empowering and directing the said Madison Brown, attorney named in mortgage, and as such the vendor of the real estate at the sale mentioned in said report of sale, upon the payment unto him by said Leonard E. Davis and Eva M. Davis, his wife, of the full sum of thirty four hundred thirty five dollars, with the interest due by them thereon as above set forth, to grant and convey unto the said Leonard E. Davis and Eva M. Davis, his wife, by deed to be executed and acknowledged agreeably to law the land above described and as fully and as effectually as if they had been the purchasers of said land at the sale mentioned in said report of sale at the purchase price of thirty four hundred thirty five dollars.

Which is respectfully submitted,

Madison Brown
Guardian of Helen Newman Sparks.

Leonard E. Davis

Eva M. Davis.

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

I hereby certify that on this 5th. day of October in the year nineteen hundred and twenty nine, 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 matters and things set forth in the foregoing 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.

STATEMENT OF MORTGAGE DEBT.
Filed October 5th. 1929.

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

Madison Brown, attorney named in mortgage, (Cause No. 2776.
vs.)
Frank Wilson and Nellie Wilson, his wife. (

Statement of Mortgage Debt.

Frank Wilson and Nellie Wilson, his wife,

to Madison Brown, guardian of Helen
Newman Sparks:

Dr.

1929.

May 28.

To amount of the mortgage debt due on May 28, 1929, by them to him under a mortgage from them to Madison Brown, trustee, duly assigned to Madison Brown, guardian of Helen Newman Sparks, dated October 1, 1925, and recorded in Liber B. H. T. No. 4, a land record book of Queen Anne's County, on folio 230,

\$3000.00

To amount of interest from October 1st. to May 28th., the day of the sale mentioned in the proceedings of the above entitled cause on \$3000.00, to wit:

119.00
\$3119.00

The amount of interest from May 28th. to July 15th. on \$3000.00 is

22.50

\$3141.50

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

I hereby certify that on this 5th. day of October 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, guardian for Helen Newman Sparks, mortgagee holding the mortgage described in the above entitled cause, and he made oath in due form of law that the foregoing is a true statement of the indebtedness due on the day of sale mentioned in said cause under said mortgage.

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

ORDER OF COURT GRANTING PETITION.

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

Madison Brown, attorney (Cause 2776.
named in mortgage,)
vs. ()
Frank Wilson, and)
Nellie Wilson, his wife. (

The foregoing petition of Madison Brown, guardian of Helen Newman Sparks, and of Leonard E. Davis and Eva M. Davis, his wife, has been read and considered.

It is, thereupon, on this 16th. day of October, in the year nineteen hundred and twenty nine, ordered, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that Leonard E. Davis and Eva M. Davis, his wife, as tenants by the entireties, be and they are hereby substituted as purchasers under the sale mentioned in the report of sale filed in the above entitled cause of the real estate described in said report as sold under the mortgage therein mentioned at the purchase price of thirty four hundred thirty five dollars instead of the purchase price of three thousand dollars mentioned in said report of sale, payable in the manner set forth in the foregoing petition, and upon the other terms set forth in the foregoing petition, in the place and stead of Madison Brown, guardian of Helen Newman Sparks, original purchaser at the sale mentioned in said report.

And it is further ordered by said court that the said Madison Brown, attorney named in said mortgage, and as such the vendor of the real estate at the sale mentioned in said report of sale, be and he is hereby authorized, empowered and directed upon the payment unto him by said Leonard E. Davis and Eva M. Davis, his wife, of the full sum of thirty four hundred thirty five dollars and the interest due by them upon said purchase price, and in accordance with the foregoing petition, and not before, to grant and convey by deed to be by him executed and acknowledged agreeably by law unto the said Leonard E.

Davis and Eva M. Davis, his wife, as tenants by the entireties, the land described in said report of sale as sold and as fully and as effectually as if they had been the purchasers of the said land at the sale mentioned in said report of sale at the purchase price of thirty four hundred thirty five dollars, instead of said Madison Brown, mortgagee, original purchaser at three thousand dollars.

Filed Oct. 16th. 1929.

Thomas J. Keating.

FINAL ORDER OF COURT RATIFYING SALE.

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

Madison Brown, attorney
named in mortgage,
vs.
Frank Wilson and
Nellie Wilson, his wife.

(
(Cause 2776.
(
)

Ordered, on this 16th. day of October, 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 sale of the mortgaged real estate of Frank Wilson and Nellie Wilson, his wife, set forth in the within and foregoing report of sale filed by Madison Brown, the party making said 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 preceding order or order nisi passed in said cause in relation to said sale.

AND it is further ordered that the proceedings of said cause, be and the same are hereby referred to Edwin H. Brown, Jr., as special auditor, with instructions to him to state and return to this Court an account or audit between the gross proceeds of the sale mentioned above and the said Madison Brown, and in said ~~audit~~ ~~more~~ account the said Madison Brown as vendor of said real estate shall be charged with the sum of thirty four hundred thirty five dollars as the gross amount of the mortgage sale in accordance with the sale made by him to Leonard E. Davis and Eva M. Davis set forth in the joint petition of the said Madison Brown, and the said Leonard E. Davis and Eva M. Davis, his wife, filed herein for the purpose of the substitution of the said Leonard E. Davis and Eva M. Davis, his wife, as purchasers of said real estate at the sum of thirty four hundred thirty five dollars in the place of the original purchaser, Madison Brown, guardian, at the sum of three thousand dollars, and upon which petition the Court has passed an order substituting the said Leonard E. Davis and Eva M. Davis, his wife, as purchasers of said property at said sum of thirty four hundred thirty five dollars in the place of the said Madison Brown, guardian, for the sum of three thousand dollars.

Filed October 16th. 1929.

Thomas J. Keating.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed Nov. 21st. 1929.

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

Madison Brown, attorney named in mortgage, (
vs.) Cause No. 2776.
Frank Wilson and Nellie Wilson, his wife. (

To the Honorable, the Judges of said Court:

I, Edwin H. Brown, junior, appointed by the order of this Honorable Court filed in the above cause as special auditor to state an account between the proceeds of the sale of this cause and Madison Brown, the party making the sale of the cause, unto Your Honors respectfully sets forth:

That before proceeding to state the within audit I took before the Clerk of the Court the oath required of me by law.

That I have stated the within account by first charging Madison Brown, the party making the sale, with the gross proceeds of sale so made by him unto Leonard E. Davis and Eva M. Davis, per terms made by them per report herein filed and per the order of this Court ratifying the sale.

That next I allowed the said Madison Brown his commissions for making the sale, per terms of mortgage, the cost of advertising notice of sale and the several orders nisi of the cause in The Centreville Record, per receipted account exhibited to me, the cost of his bond, the amount paid the auctioneer for selling the property, the cost of insurance obtained by mortgagee, and the cost of the Clerk, for which allowances the said Madison Brown produced proper vouchers; the appearance fee of the plaintiff's attorney and the fee of the auditor.

That next I distributed and awarded unto Madison Brown, guardian of Helen Newnam Sparks, assignee of mortgage, the amount of the mortgage debt due as of July 15, 1929, the day of sale to substituted purchasers, to wit: the sum of \$3141.50, and this allowance consumed the balance of the sale.

Respectfully submitted.

Edwin H. Brown, Jr.
Special auditor.

Cause 2776.

The proceeds of the sale of the mortgaged real estate of Frank Wilson and Nellie Wilson, his wife, made under the mortgage mentioned in this cause, in account with Madison Brown, the party making the mortgage sale, as attorney named in said mortgage.

1929.
July

Cr.

15. By amount of the gross mortgage sale made to Leonard E. Davis and Eva M. Davis per proceedings of cause, to wit: the sum of \$3435.00

Dr.

"	To Madison Brown aforesaid for his commissions for making the sale, per terms of mortgage:	\$182.40
	To do., for costs of advertising notice of sale, the order nisi as to sale, and order nisi as to this account, as per receipted account of The Centreville Record exhibited appears:	41.35
	To do., for the cost of his bond filed herein with corporate surety thereon paid said surety, per receipted account for same exhibited appears, to wit: the sum of	15.00
	To do., for court costs of this suit as follows: Costs of B.H. Turner, Clerk, \$19.75 Appear. fee of Madison Brown, 10.00	29.75
	To do., for amount paid J. E. Anthony, auctioneer, for crying sale, per receipted account exhibited:	10.00
	To do., for cost of fire insurance obtained by mortgagee on improvements on mortgaged property, per receipt of L.H. Meredith exhibited:	10.50
	To Edwin H. Brown, junior, special auditor, for stating this account, to wit: the sum of	4.50
	To Madison Brown, guardian of Helen Newnam Sparks, assignee of mortgage, in full of the mortgage debt on July 15, 1929, day of sale to substituted purchasers, per statement of mortgage debt filed, to wit: the sum of	3141.50
		\$3435.00 \$3435.00

November 20, 1929.

Edwin H. Brown, Jr.
Special auditor.

NISI RATIFICATION OF AUDIT.

Madison Brown, attorney
named in mortgage,

vs.

Frank Wilson and
Nellie Wilson, his wife.

(IN THE CIRCUIT COURT
)
(FOR QUEEN ANNE'S COUNTY
)
(IN EQUITY.
)
(* CASE NO. 2776.
)

ORDERED, This 21st. day of November, 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 21st. day of December, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of December, 1929, in some newspaper printed and published in Queen Anne's County.

Filed Nov. 21st. 1929.

B. Hackett Turner, Clerk.

M31368

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Dec. 21st. 1929.

NISI RATIFICATION OF AUDIT.

Madison Brown, Attorney named in Mortgage,
vs.
Frank Wilson and Nellie Wilson, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2776.

ORDERED, this 21st day of November, 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 21st day of December, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of December, 1929, 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. 1929.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Dec. 16th. 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Madison Brown, Atty. vs. Frank Wilson, Case #2776, 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 14 day of December in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

CLERK'S CERTIFICATE.
Filed Dec. 23rd. 1929.

CLERK'S CERTIFICATE.

Madison Brown, Attorney
named in Mortgage,
vs.
Frank Wilson and
Nellie Wilson, his wife.
* In the Circuit Court for
*
* Queen Anne's County,
*
* In Equity.
*
* No. 2776 Chy.
*
*

I HEREBY CERTIFY, that no objections to the ratification of the Audit have been filed in the above entitled proceeding, and that all taxed costs, as stated in the Auditor's Account filed in this cause on the 21st. day of November, 1929, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

Seal's
Place.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affix this 23rd. day of December, 1929.

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

PETITION OF MADISON BROWN.
Filed Dec. 23rd. 1929.

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

Madison Brown, attorney
named in mortgage,
vs.
Frank Wilson and
Nellie Wilson, his wife.
(
*
(
*
(Cause No. 2776.
)
*
)

To the Honorable, the Judges of said Court:

The petition of Madison Brown, guardian of Helen Newnam Sparks, unto Your Honors respectfully sets forth:

That your petitioner was on September 28, 1925, appointed by the Orphans' Court of Queen Anne's County guardian of Helen Newnam Sparks; that he filed with said Court his bond as said guardian in the penal sum of four thousand dollars with the American Surety Company of New York as surety thereon; that his appointment has not been revoked and still remains in full force and effect; a certificate under seal issued by William T. Bishop, Register of Wills, showing these facts is filed herewith as part hereof.

That the total estate of the said ward consists of the principal sum of money of \$3784.88 of which the sum of \$3141.50 hereinafter mentioned is part; that all interest received by your petitioner for the said Helen Newnam Sparks to the date of this petition has been expended by him for the benefit of the said ward, and your petitioner has no accumulation of interest in hand.

That by the report and account of the auditor filed in the above entitled cause there is distributed unto your petitioner said sum of \$3141.50 and said sum is now in the hands of the said Madison Brown as the party selling the real estate sold in the above entitled cause.

That your petitioner is desirous to have said sum of money paid over to him as guardian of Helen Newnam Sparks.

Your petitioner, therefore, prays Your Honors to pass an order directing the said Madison Brown as the vendor of the property sold in the above entitled cause to pay unto the said Madison Brown, guardian of Helen Newnam Sparks said sum of \$3141.50 together with whatever interest may be due thereon under the credit sales of above cause.

Respectfully submitted.

Madison Brown
guardian of Helen Newnam Sparks.

CERTIFICATE OF GUARDIANSHIP.
Filed Dec. 23rd. 1929.

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 28th day of September, A.D., nineteen hundred and twenty five, that Madison Brown was appointed Guardian of Helen Newnam Sparks and that the records of said Court do not disclose that the Guardianship has been revoked; that he filed a Bond as said Guardian with American Surety Company in the penal sum of \$4,000.00, which bond was approved and accepted by said Court.

Seal's
Place.

In testimony Whereof, I, William T. Bishop, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court for Queen Anne's County, this 21st. day of December, nineteen hundred and twenty nine.

William T. Bishop
Register of Wills for Queen
Anne's County.

Filed December 23rd. 1929.

ORDER OF COURT.

Ordered, on this 23rd. day of December, 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 Edwin H. Brown, Junior, special auditor, be and the same if 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 said cause in relation to said report and account, and Madison Brown, attorney named in mortgage, the party making sale of the real estate reported sold in said cause, is hereby directed to apply the proceeds of sale in accordance with said account, and to pay unto Madison Brown as guardian of Helen Newnam Sparks, the sum of money distributed by said audit unto Madison Brown, guardian of Helen Newnam Sparks.

And it is further ordered that the said Madison Brown as the party making sale of the real estate decreed to be sold in the above entitled cause, be and he is hereby directed to distribute interest received on credit sales and to be received on credit sales to his commission, and to the sum of money so distributed by said audit unto Madison Brown, guardian of Helen Newnam Sparks by apportionment in the usual manner.

Thomas J. Keating.

CHANCERY CAUSE NO. 2781.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 16th. day of July, in the year nineteen hundred and twenty nine, the following Order to Docket Suit was filed for record, to wit:-

HENRY R. LEWIS,
Assignee of Mortgage,

vs.

JOHN H. LEONARD and
ANNIE M. LEONARD, 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 the papers of said cause a certified copy of the mortgage from John H. Leonard and Anne M. Leonard, his wife, to William G. Smith and James H. Scotten, dated July 2nd. 1927, and of the mesne assignments of said mortgage to Henry R. Lewis, said mortgage and assignments being recorded in Liber B.H.T. No. 7, folios 65 etc., a land record book for Queen Anne's County, State of Maryland.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the interest covenanted to be paid upon the principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc,

Henry R. Lewis
Assignee of Mortgage.

CERTIFIED COPY OF BOND.
Filed July 17th. 1929.

Queen Anne's County, to wit:- Be it remembered that on the seventeenth day of July, in the year 1929, 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, Henry R. Lewis, of Caroline 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 Hundred dollars (\$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, firmly by these presents, sealed with our seals, and dated this sixteenth day of July, in the year nineteen hundred and twenty nine;

WHEREAS, a certain mortgage from John H. Leonard and Anne M. Leonard, his wife, to William G. Smith and James H. Scotten, bearing date the second day of July, nineteen hundred and twenty seven, and recorded in Liber B.H.T. No. 7, folios 65 etc., a land record book for Queen Anne's County aforesaid, has been by mense assignments duly assigned to the said Henry R. Lewis, which said assignments are recorded among said land records at the foot of said mortgage.

And Whereas, the above bounden Henry R. Lewis, 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 Henry R. Lewis do and shall well and faithfully abide 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:-
Hilda T. Seward.
Attest: Hilda T. Seward.

Henry R. Lewis (SEAL)
United States Fidelity
and Guaranty Company.
By William R. Horney,
Its attorney in fact. Seal's
Place.

And on the back of the aforegoing bond was thus endorsed, to wit:- Security approved and Bond filed July 17th. 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. 40, a Bond record book for Queen Anne's Co.

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 July, in the year 1929.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.
Filed July 16th. 1929.

.....
#12,557. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the fourth day of August, in the year nineteen hundred and twenty seven, the following Mortgage and Assignment was brought to be recorded, to wit:

THIS MORTGAGE, made this second day of July, in the year nineteen hundred and twenty seven, by John H. Leonard and Anne M. Leonard, his wife, of Somerset County, in the State of New Jersey.

WHEREAS, the said John H. Leonard is indebted unto William G. Smith and James H. Scotten in the full and just sum of two hundred and fifty dollars, being for the balance of the unpaid purchase money on the hereinafter described real estate which said sum if to be due and payable three years from the date of these presents with interest at the rate of six per cent per annum payable semi-annually with the privilege, however, to the said John H. Leonard to pay, at any time, any sum that he may so desire on account of the principal of said mortgage, the interest to be adjusted to the time of the payment or payments; And it was a condition precedent to said loan and sale that the prompt payment of said principal as aforesaid and interest to accrue thereon should be secured and assured by the execution of these presents.

NOW THEREFORE THIS MORTGAGE WITNESSETH that in consideration of the premises and of the sum of five dollars, the said John H. Leonard and Anne M. Leonard, his wife, do hereby grant and convey unto William G. Smith and James H. Scotten, as tenants in common, in fee, all that certain tract, piece or parcel of land and premises situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, lying on the north side of the public road leading from Templeville to Ingleside, and contained in the following metes and bounds, courses and distances, to wit:-

Beginning at a corner in the middle of the said public road for this land and the land of John Tharp, thence running with said public road south eighty four degrees west, twenty perches to a corner near the north side of said road for this land and the lands of Debby Baynard, thence running with the said Baynard lands north fifteen and one half degrees west, seventy four perches to a stone at a corner for this land and the lands of said Baynard and the lands of William Williams; thence running with said Williams land north sixty three and three quarters degrees east, thirty two and five tenths perches to a stone in a swamp, a corner for this land, the said Williams land and the lands of the said John Tharp, thence running with the said Tharp lands, south six and one quarter degrees east, eighty four and four-tenths perches to the place of beginning, containing twelve acres and thirty one square perches of land, more or less, it being the same property which was conveyed by William G. Smith to the said John H. Leonard by deed of even date herewith and recorded or intended to be recorded 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 John H. Leonard, his heirs, executors, administrators or assigns, shall well and truly pay to the said William G. Smith and James H. Scotten, their 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 John H. Leonard, his heirs and assigns shall possess said property.

And the said John H. Leonard, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either (and

to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the insurable value thereof in some Company or Companies approved by the said William G. Smith and John H. Scotten, their successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies) and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said William G. Smith and James H. Scotten, their executors, administrators or assigns, or Edwin H. Brown, Jr., his or their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, 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 John H. Leonard or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said William G. Smith and James H. Scotten, their executors, administrators, successors or assigns, or Edwin H. Brown, Jr., his or their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said John H. Leonard, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness their hands and seals.

Test:

John H. Leonard (SEAL)

Anne Marie Leonard (SEAL)

State of Maryland, Somerset County, to wit:-

I hereby certify that on this second day of July, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of New Jersey, in and for Somerset County, duly commissioned and qualified, personally appeared John H. Leonard and Anne M. Leonard, his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed.

Notary
Public Seal.

In testimony whereof I hereunto set my hand and affix my Notarial seal the day and year above written.

Benjamin Rosen,
Notary Public.

State of Maryland, Caroline County, to wit:-

I hereby certify that on this 5th. day of July, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, duly commissioned and qualified, personally appeared William G. Smith and James H. Scotten, and did each make 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 hereunto set my hand and affix my Notarial Seal the day and year above written.

B. Ross Duling,
Notary Public.

For value received we hereby transfer and assign the within and aforegoing mortgage to Jennie Stafford and we hereby guarantee the payment of said mortgage, both principal and interest.

Witness our hands and seals this the fifth day of July, 1927.

Test: Henry R. Lewis.

William G. Smith (SEAL)
James H. Scotten (SEAL)

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

For value received, I hereby transfer and assign the within and aforegoing mortgage to Henry R. Lewis for collection.

WITNESS my hand and seal this the first day of July, 1929.

Test: Anne M. Lewis.

Jennie Stafford (SEAL)

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber B.H.T. #7, folios 65 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 July, A.D. nineteen hundred and twenty nine.

B. Hackett Turner, Clerk.

REPORT OF SALES.
Filed Oct. 23rd/ 1929.

Henry R. Lewis,
Assignee for collection
vs.

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

John H. Leonard and
Annie M. Leonard, his wife.

*
*
*
*

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sales of Henry R. Lewis, assignee for collection, as hereinafter set forth, respectfully shows:

First, That on the second day of July 1927 John H. Leonard and Anne M. Leonard, his wife, conveyed the hereinafter described real estate, by way of Mortgage, to William G. Smith and James H. Scotten to secure the payment of two hundred and fifty dollars, together with the interest thereon, as the same accrued and became due, which said mortgage was duly assigned by the said William G. Smith and James H. Scotten to Jennie Stafford and by the said Stafford assigned to Henry R. Lewis, for collection, said mortgage and assignments being of record in Liber B.H.T. No. 7, folio 65, one of the Land Records for Queen Anne's County aforesaid, a Certified copy of which said mortgage and assignments is filed in the proceedings in this case; and by said mortgage it is provided that 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 thereunder or secured thereby, shall be due and demandable and the power of sale therein contained may be exercised by the mortgagees or their assigns; that there was default by the mortgagors in the payment of the interest, the same being long overdue before the commencement of these proceedings; your assignee, therefore, after the default aforesaid, and after filing his approved bond with the Clerk of the Circuit Court for Queen Anne's County, in Equity, and after complying with all other prerequisites of the law in such case made and provided and also of the said mortgage, caused said mortgaged real estate to be advertised in the Centreville Record, a newspaper printed and published in Queen Anne's County, for more than twenty days, to be sold at public sale, in front of the Post Office in Templeville, Maryland, on Tuesday the 13th day of August, 1929, between the hours of two and four o'clock P.M., the Printer's Certificate of said advertisement and its publication is herewith filed as part hereof and marked Assignee's "Exhibit "A".

Second, Your Assignee attended at the time and place mentioned, in said advertisement and proceeded to sell the said mortgaged real estate, described as follows, to wit:

"All that certain tract, piece or parcel of land and premises situate, lying and being in the First election district of Queen Anne's County, Maryland, lying on the north side of the public road leading from Templeville to Ingleside and contained in the following metes and bounds, courses and distances, to wit:—Beginning at a corner in the middle of said public road for this land and the land of John Tharp, thence running with said public road south 84 degrees west 20 perches to a corner near the north side of said road for this land and the land of Debby Baynard, thence running with the said Baynard land, north 15½ degrees west 74 perches to a stone at a corner for this land and the lands of said Baynard and the lands of William Williams, thence running with the said Williams land north 63 ¾ degrees east 32.5 perches to a stone in a swamp, a corner for this land, the lands of the said Williams and the lands of John Tharp, thence running with the said Tharp lands south 6¼ degrees east 84.4 perches to the place of beginning, containing twelve acres and thirty-one square perches of land, more or less. It being the same land that was conveyed by William G. Smith to the said John H. Leonard by deed dated the second day of July 1927 and recorded in Liber B.H.T. No. 7, folios 64, one of the Land records for Queen Anne's County aforesaid; and Your Assignee then and there sold said lands, at public sale, to William G. Smith and James H. Scotten at and for the price and sum of Three Hundred and Eighty-two dollars (\$382.00), they being at that price the highest bidders therefor.

Your Assignee further reports that the terms of sale have been satisfactorily complied with.

Henry R. Lewis
Assignee for Collection.

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

I hereby certify that on this the 23rd day of Oct. in the year nineteen hundred and twenty-nine, before me, the subscriber, Clerk of the Circuit Court of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Henry R. Lewis, Assignee for collection, and made oath in due form of law that the matters and statements set forth in the above and foregoing Report of Sales are true as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made.

IN TESTIMONY WHEREOF I have hereunto set my hand and my official Seal affixed the day and year above written.

Filed Oct. 23rd. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Oct. 23rd. 1929.

ASSIGNEE'S SALE OF REAL ESTATE.

Under and by virtue of power and authority contained in a mortgage from John H. Leonard and Annie M. Leonard, his wife, to William G. Smith and James H. Scotten, dated the second day of July, 1927, and by the said Smith and Scotten assigned to Jennie Stafford on the 5th day of July, 1927, and by the said Jennie Stafford, on the first day of July 1929 assigned to Henry R. Lewis for collection, which said mortgage and assignments are recorded in Liber B.H.T. No. 7, folio 65, one of the Land Record Books for Queen Anne's County, default having occurred on the part of the mortgagees in the performance of the covenants in said mortgage contained on their part to be performed and kept, the undersigned assignee as aforesaid will offer and expose the said mortgaged real estate at public sale in front of the Post Office in the town of Templeville, Queen Anne's County, Md., on TUESDAY, AUGUST 13, 1929 between the hours of 2 and 4 o'clock P.M., of that day, the following mortgaged real estate, to wit:

All that certain tract, piece or parcel of land and premises, situate, lying and being in the First Election District of Queen Anne's County, Maryland, on the north side of the public road leading from Templeville to Ingleside and contained in the following metes and bounds, courses and distances, to wit: Beginning at a corner in the middle of the said public road for this land and the land of John Tharp, thence running with said public road S. 84 degrees west 20 perches to a corner near the north side of said road for this land and the lands of Debby Baynard, thence running with the said Baynard lands, N. 15.1-2 degrees west 74 perches to a stone, a corner for this land and the lands of the said Baynard and the lands of William Williams, thence running with the said Williams land N. 63 3-4 degrees east 32.1-2 perches to a stone in a swamp, a corner for this land, the said Williams land and the lands of the said John Tharp, thence running with the said Tharp lands, S. 6 1-4 degrees east 84 and 4-10 perches to the place of beginning, containing 12 acres and 31 square perches of land, more or less, being the same property conveyed by William G. Smith to John H. Leonard by deed dated the second day of July 1927 and recorded in Liber B.H.T. No. 7, folio 64, one of the Land Records for Queen Anne's County aforesaid, Improvements--A small house not in very good condition.

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

HENRY R. LEWIS,
Assignee for Collection.
J. H. Dhue, Auctioneer.

THE CENTREVILLE RECORD.

CENTREVILLE, MD. Oct, 22nd. 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Advertisement in the case of Henry R. Lewis, Assignee, vs. John H. Leonard & Anne M. Leonard, 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 July 18/29), before the 13th day of August in the year 1929.

THE CENTREVILLE PUBLISHING CO.

By E. H. Brown, Jr.

N I S I.

Henry R. Lewis,
Assignee for collection,
vs.

* IN THE CIRCUIT COURT
-
* FOR QUEEN ANNE'S COUNTY
*
* IN EQUITY.
*
* CHANCERY NO. 2781.
*
*

John H. Leonard and
Annie M. Leonard, his wife.

ORDERED, This 23rd. day of October, A.D. 1929, that the sale of the real estate made and reported in this cause by Henry R. Lewis, assignee for collection, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24 day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th. day of November next.

The Report states the amount of sales to be \$382.00.

Filed Oct. 23rd. 1929.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
FILED Oct. 23rd. 1929.

Henry R. Lewis,
Assignee for collection
VS.

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

John H. Leonard &
Annie M. Leonard, his wife.

STATEMENT OF AMOUNT DUE ON MORTGAGE.

1927 July 2nd, Mortgage debt	\$250.00
1929 August 13th. Interest on face of Mortgage from date	31.75
	<u>\$281.75</u>
or	
1928 Feby. 2 By interest from July 2nd. 1927 to Jan. 2nd. 1928	7.50
Amount due on August 13th. 1929, day of sale	<u>\$274.25</u>

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

I hereby certify that on this the 23rd. day of Oct. in the year nineteen hundred and twenty-nine, before me, the subscriber, a Clerk of the Circuit Court of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Henry R. Lewis, Assignee for collection, and made oath in due form of law that the above and foregoing statement of amount due on the mortgage of John H. Leonard and Annie M. Leonard, his wife, of which he is the assignee for collection, is true to the best of his knowledge and belief.

1431368

WITNESS my hand and Official seal this the day and year above written.

Filed Oct. 23rd. 1929.

B. Hackett Turner
Clerk Ct. Ct. Q. A. Co.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed March 28th, 1930.

ORDER NISI

Henry R. Lewis, assignee for collection
vs.
John H. Leonard and Annie M. Leonard his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2781

ORDERED, This 23rd day of October A. D., 1929, that the sale of the real estate made and reported in this cause by Henry R. Lewis, assignee for collection, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th day of November next.

The Report states the amount of sales to be \$382.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Oct. 23rd, 1929.

THE CENTREVILLE RECORD

Centreville, Md., Mar. 28, 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Henry R. Lewis assignee vs. John H. Leonard & wife Cause #2781 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 24 day of Nov. in the year 1929

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

Filed March 28th, 1930.

ORDER OF COURT
Filed March 31st, 1930.

Henry R. Lewis
Assignee for collection
vs
John H. Leonard & Annie M. Leonard
his wife.

)
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)
)
)
)

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

ORDERED this the 29th day of March 1930 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 Henry R. Lewis, assignee for collection, 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 according to the previous order of this Court

LEWIN W. WICKES

Filed March 31st 1930.

1431368





CHANCERY CAUSE NO. 2791.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 8th. day of October, in the year nineteen hundred and twenty nine, the following Bond was filed for record, to wit:®

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND.

B A L T I M O R E.

KNOW ALL MEN BY THESE PRESENTS: That we, Fred R. Owens and J. Owen Knotts, Denton, Maryland, as Principal, and the Fidelity and Deposit 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 Fifteen Thousand and 00/100 (\$15,000.00) 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 October, in the year of our Lord one thousand nine hundred and twenty nine.

Whereas, the above bounden Fred R. Owens and J. Owen Knotts by virtue of the power contained in a mortgage from Charles H. Dean & Mabel Dean, his wife, to Charles E. Stewart bearing date the 19th day of July, 1929, and recorded among the mortgage records of Circuit Court of Queen Anne's County, in Liber J.F.R. No. 2, folio 446 which said mortgage has by mesne assignments been duly assigned to Fred R. Owens and J. Owen Knotts for collection 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 and J. Owen Knotts do and shall well and truly and faithfully perform the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court 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 and J. Owen Knotts has hereto set their hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-fact, the day and year first herein above written.

Signed, sealed and
delivered in the presence of:
W. Brewster Deen

Seal's
Place.

Fred R. Owens. (SEAL)
J. Owen Knotts (SEAL)
Fidelity and Deposit
Company of Maryland.
By E. V. Shockley.

Attest: G. Elbert Fuamer

E. V. Shockley. Attorney-in-fact.

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

Security approved and Bond filed October 8th. 1929.
Filed October 8th. 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. 49, 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 8th. day of October, in the year 1929.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE.
Filed Oct. 8th. 1929.

#7114. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the nineteenth day of July, in the year nineteen hundred and nineteen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this nineteenth day of July, in the year nineteen hundred and nineteen, by Charles H. Dean and Mabel Dean, his wife, of Talbot County, in the State of Maryland, (but now temporarily in Queen Anne's County, State of Maryland, at the time of the execution of this mortgage);

WHEREAS, the said Charles H. Dean is justly indebted unto Charles E. Stewart of Caroline County, State of Maryland, for money this day loaned to him in the full sum of fifteen thousand dollars, (\$15,000.00) which said sum of fifteen thousand dollars is loaned and

advanced to the said Charles H. Dean by the said Charles E. Stewart for the purpose of enabling the said Charles H. Dean to pay the balance of the purchase money for the hereinafter described real estate sold to the said Charles H. Dean by Roberta V. Palmatary and conveyed to the said Charles H. Dean by the said Roberta V. Palmatary by deed bearing date the fourteenth day of July, nineteen hundred and nineteen, and to be recorded among the land records of Queen Anne's County, Maryland, immediately preceding this mortgage to the payment of which said balance of said purchase money the aforesaid sum of fifteen thousand dollars has been fully applied by the said Charles H. Dean;

AND WHEREAS it is hereby agreed by and between the parties to this mortgage that the said sum of fifteen thousand dollars shall be repaid to the said Charles E. Stewart at the expiration of three 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 percentum per annum;

AND WHEREAS the said loan was made upon the express precedent agreement that the aforesaid principal sum of fifteen thousand 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 and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollars, the said Charles H. Dean and Mabel Dean, his wife, do hereby grant and convey unto the said Charles E. Stewart, his heirs and assigns, in fee simple, all that tract of land or farm known as "The Parson Green 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 the right side of the State Road leading from Centreville to Church Hill, adjoining the DeFord Farm of John H. Newnam, the land of the late Israel Woodring, and the lands of Benjamin F. Carter, Mary E. Cole and others, and containing three hundred and fifty eight acres of land, more or less, and being the same and all the land which was conveyed to the said Charles H. Dean by Robert V. Palmatary by deed bearing date the fourteenth day of July, nineteen hundred and nineteen, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, the said land hereby conveyed being composed of the five tracts or parcels of land, now consolidated into and constituting the aforesaid tract of land or farm hereby conveyed, described as "Parcel No. 1", "Parcel Nos. 2", "Parcel No. 3", "Parcel No. 4", and "Parcel No. 5", respectively in the aforesaid deed from Roberta V. Palmatary to the said Charles H. Dean above mentioned, to which said deed and the references therein contained reference is hereby made for a more particular and definite description of the said land hereby granted and conveyed.

TOGETHER with all rights, roads, ways, waters, privileges and advantages, thereto belonging, or in any wise appertaining, and the buildings 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 Charles H. Dean, his heirs, executors, administrators or assigns shall well and truly pay to the said Charles E. Stewart, his executors, administrators or assigns, the aforesaid sum of fifteen thousand dollars (\$15,000.00) 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 Charles H. Dean, his heirs and assigns shall possess said property.

AND the said Charles H. Dean, 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 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 Charles E. Stewart, his executors, administrators or assigns, or J. Frank Harper, of Queen Anne's County, State of Maryland, 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 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 Charles H. Dean or whoever may be entitled to same.

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

And it is hereby agreed that the said Charles H. Dean, 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 five hundred dollars (\$500.00), or some multiple thereof, and provided further that such partial payments shall in each case be made only at the time of the maturity of an interest payment, and in the event any such partial payment shall be made as aforesaid, interest on the amount of such partial payment shall cease from the date of such payment.

Witness the hands and seals of the said mortgagors:-

Test: C. M. Covey.

Charles H. Dean. (SEAL)
Mabel Dean (SEAL)

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

I hereby certify that on this nineteenth day of July, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles H. Dean and Mabel Dean, his wife, and each acknowledged the foregoing mortgage to be their respective act.

C. M. Covey,
Justice of the Peace.

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

I hereby certify that on this nineteenth day of July, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles E. Stewart, the within named mortgagee, and made oath in due form of law that the consideration stated in the within and foregoing mortgage is true and bona fide as therein set forth.

C. M. Covey.
Justice of the Peace.

Queen Anne's County, to wit:- Be it remembered that on the 11th. day of September, in the year 1929, the following assignments were brought to be recorded, to wit:-

Under and by virtue of the power and authority vested in us by an order of the Orphan's Court for Caroline, State of Maryland, passed on the 10th. day of September, 1929, and for value received, we hereby assign the within mortgage to Mary L. Stewart without recourse.

As witness our hands and seals this 10th. day of September, 1929.

C. Kemp Stewart. (SEAL)
Joseph M. Short. (SEAL)

Administrators of the personal
estate of Charles E. Stewart,
late of Caroline County, deceased.

For value received, I hereby assign the within mortgage to Fred R. Owens and J. Owen Knotts for collection.

As witness my hand and seal this 11th. day of September, 1929.

Test: Blanche E. Morse.

Mary L. Stewart (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. 2, fol. 446 etc., a land record book for Queen Anne's County.

Notary
Public
Seal.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 8th. day of October, in the year nineteen hundred and twenty nine.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Oct. 23-1929.

FRED R. OWENS AND
J. OWEN KNOTTS,
ASSIGNEES,

vs.

CHARLES H. DEAN AND
MABEL DEAN, HIS WIFE.

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY,
*
* IN EQUITY. NO. 2791.
*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of sale of Fred R. Owens and J. Owen Knotts, Assignees, respectfully shows:

1. That Charles H. Dean and Mabel Dean, his wife, executed and delivered to Charles E. Stewart, a mortgage bearing date the 19th day of July, 1919, and recorded in Liber J.F.R. No. 2, Folio 446, one of the Land Record Books of Queen Anne's County, and said mortgage was duly assigned by mesne assignments to Fred R. Owens and J. Owen Knotts, 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 their trust and having complied with all the other pre-requisites as prescribed by law and the said mortgage and after giving notice of the time, place, manner and terms of sale by advertisement inserted in The Centreville Record and The Centreville Observer, two weekly newspapers printed and published in Queen Anne's 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 Exhibits B and C.

3. That your Assignees did, pursuant to said notice, proceed to sell said property in front of the Court House door, in Centreville, Maryland, on Tuesday, October 8th. 1929, between the hours of 2 and 4 o'clock P.M. Your Assignee offered the property as advertised at public sale to the highest bidder and the property mentioned in said mortgage was sold as follows, namely:

ALL that tract of land or farm known as "The Parson Green Farm", or by whatsoever other name or names may be called or known, situate, lying and being in the Second Election District of Queen Annes County, State of Maryland, on the right side of the State road leading from Centreville to Church Hill, adjoining the DeFord farm of John H. Newnam; the land of the late Israel Woodring, and the lands of Benjamin F. Carter, Mary E. Cole and others, and containing THREE HUNDRED AND FIFTY-EIGHT (358) ACRES OF LAND, more or less, and being the same and all the land which was conveyed to the said Charles H. Dean by Roberta V. Palmatary by deed bearing date the 14th day of July, 1919, and recorded or intended to be recorded among the land records of Queen Annes County aforesaid immediately preceding this mortgage; the said land hereby conveyed being composed of the five tracts or parcels of land, now consolidated into and constituting the aforesaid tract of land or farm hereby conveyed, described as "Parcel No. 1" "Parcel No. 2", "Parcel No. 3", "Parcel No. 4", and "Parcel No. 5" respectively, in the aforesaid Deed from Roberta V. Palmatary to the said Charles H. Dean above mentioned, to which said deed and the references therein contained reference is hereby made for a more particular and definite description of the said land hereby granted and conveyed.

4. Your Assignees sold the above described property to C. Kemp Stewart, of Caroline County, State of Maryland, for the sum of Thirty-three Dollars (\$33.00) per acre, making the gross sales Eleven Thousand Eight Hundred Fourteen Dollars (\$11,814.00), he being at that price the highest bidder therefor.

5. Your Assignees further report that the terms of sale will be complied with upon ratification of sale.

Fred R. Owens

J. Owen Knotts.

ASSIGNEES.

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STATE OF MARYLAND, CAROLINE COUNTY, TO-WIT:

I hereby certify that on this 22nd. day of October, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Fred R. Owens and J. Owen Knotts, Assignees, 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 their knowledge and belief and that said sale was fairly made..

AS WITNESS my hand and Notarial seal.

Notary
Public
Seal.

Martha E. Beck
notary Public.

Filed Oct. 23rd. 1929.

N I S I.

Fred R. Owens and
J. Owen Knotts,
assignees,

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

vs.

* IN EQUITY.

Charles H. Dean and
Mabel Dean, his wife.

*
* CHANCERY NO. 2791.
*

ORDERED, this 23rd. day of October, A.D. 1929, that the sale of the real estate made and reported in this cause by Fred R. Owens & J. Owen Knotts, Assignees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th. day of December, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th. day of November next.

The Report states the amount of sales to be \$11,814.00.

B. Hackett Turner, Clerk.

Filed Oct. 23rd. 1929.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Oct. 30th. 1929.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE
ON STATE ROAD NEAR CHURCH HILL.

Under and by virtue of the power of sale contained in a mortgage from Charles H. Dean and Mabel Dean, his wife, to Charles E. Stewart, dated July 19th. 1919, and recorded in Liber J. F. R. No. 2, Folio 446, one of the Land Record Books of Queen Annes County, which said mortgage has by mesne assignments been duly assigned to Fred R. Owens, and J. Owen Knotts for collection, default having occurred in the terms and conditions of said mortgage, the undersigned, as Assignees for collection, will offer and expose at public sale to the highest bidder in front of the Court House door in the town of Centreville, Maryland, on TUESDAY, OCT. 8, 1929, between the hours of 2 and 4 o'clock P.M., the following described real estate, to wit:

All that tract of land or farm known as "The Parson Green Farm", or by whatsoever other name or names may be called or known, situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the right side of the State Road leading from Centreville to Church Hill, adjoining the DeFord Farm of John H. Newnam, the land of the late Israel Woodring, and the lands of Benjamin F. Carter, Mary E. Cole and others, and containing THREE HUNDRED AND FIFTY EIGHT ACRES OF LAND, more or less, and being the same and all the land which was conveyed to the said Charles H. Dean by Roberta V. Palmatary, by deed bearing date the fourteenth day of July, nineteen hundred and nineteen, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage; the said land hereby conveyed being composed of the two tracts or parcels of land, now consolidated into and constituting the aforesaid tract of land or farm hereby conveyed, described as "Parcel No. 1", "Parcel No. 2", "Parcel No. 3", "Parcel No. 4" and "Parcel No. 5", respectively in the aforesaid deed from Roberta V. Palmatary to the said Charles H. Dean above mentioned, to which said deed and the references therein contained

reference is hereby made for a more particular and definite description of the said land hereby granted and conveyed.

The improvements consist of a SIX-ROOM DWELLING HOUSE, barn, granary, implement shed, garage and poultry house.

This farm is one of the most valuable estates in Queen Annes County, being located on the main state highway leading from Centreville to Church Hill. There is about 300 acres of this land in a high state of cultivation and about 58 acres in a fine stand of marketable oak timber. This sale offers a rare opportunity for the purchaser to acquire a fine country home or to make a rare investment.

TERMS OF SALE--The terms of sale will be one-third of the purchase money payable in cash on day of sale and the balance thereof payable in six months from day of sale, deferred payment to bear interest from day of sale and to be secured to the satisfaction of the undersigned assignees; or all cash at the option of the purchaser. Title papers at expense of purchaser.

FRED R. OWENS,
J. OWEN KNOTTS,
Assignees.

J. ELMER ANTHONY, Auct.

THE CENTREVILLE RECORD.

Centreville, Md., Oct. 30, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale of real estate in the case of Fred R. Owens, & J. Owen Knotts, Assignees vs. Charles H. Dean & Mabel Dean, his wife, #2791, 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 8th. day of October, in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

NOTE:

There was also filed in these proceedings on Jany. 15th. 1930, a certificate of the advertisement of sale in the Centreville Observer.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Dec. 7th. 1929.

ORDER NISI.

Fred R. Owens and J. Owen Knotts,
Assignees,

vs.

Charles H. Dean and Mabel Dean, his wife.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2791.

ORDERED, This 23rd. day of October, A.D., 1929, that the sale of the real estate, made and reported in this cause by Fred R. Owens & J. Owen Knotts, Assignees, be ratified and confirmed, unless cause to the contrary be shown on or before the 24th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th day of November next.

The Report states the amount of sales to be \$11,814.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Oct. 23rd. 1929.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Dec. 7th. 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Fred R. Owens & J. Owen Knotts, Assignees, vs. C. H. Dean, Chy. #2791, a true

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copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 24th. day of November in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

STATEMENT OF MORTGAGE DEBT.
Filed Jan. 15th. 1930.

FRED R. OWENS AND J. OWEN KNOTTS, ASSIGNEES,	:	IN THE CIRCUIT COURT
	:	
VS.	:	
	:	
CHARLES H. DEAN AND MABEL DEAN, HIS WIFE.	:	FOR QUEEN ANNE'S COUNTY.

To amount of mortgage debt from Charles H. Dean and Mabel Dean, his wife, to Charles E. Stewart, and by mesne assignments duly assigned to Mary L. Stewart.	\$15,000.00
---	-------------

CREDIT.

By amount paid August 19, 1928 on principal	500.00
	<hr/>
Balance due on principal of mortgage debt	\$14,500.00
To amount of interest due on principal October 8th. 1929	928.21
	<hr/>
Total amount due on principal and interest	\$15,428.21

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th. day of January, 1930; before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Mary L. Stewart, mortgagee 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 her knowledge and belief.

WITNESS my hand and Notarial Seal the date above written.

Notary
Public
Seal.

Grace G. Stufft.
Notary Public.

FINAL ORDER RATIFYING SALE.

ORDERED, this 27th. day of January, nineteen hundred and ~~twenty-nine~~, by the Circuit Court for Queen Anne's County, in Equity; and by the authority thereof, that the sale made and reported by Fred R. Owens and J. Owen Knotts, Assignees 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 Assignees are allowed the usual commissions and all expenses not personal when vouchers are filed with the Auditor.

Filed January 28th. 1930.

Lewin W. Wickes.

CERTIFICATE OF LETTERS OF
ADMINISTRATION IN THE ESTATE
OF CHARLES E. STEWART, DECEASED.
Filed Jan. 28th. 1930.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I, the subscriber, Register of Wills for Caroline County and ex-officio Clerk of the Orphans' Court for said County, and as such, the keeper of the records of said office, do hereby certify that it appears from the records of said office that Letters of administration of all the goods, chattels, personal estate and credits of Charles E. Stewart, deceased, was on the 16th day of October in the year of our Lord one thousand nine hundred and twenty-eight granted and committed unto C. Kemp Stewart and Joseph M. Short who were then and there duly appointed administrators of the said deceased; and the said C. Kemp Stewart & Joseph M. Short being then and there present in said Court, first entered into bond, as required by law, in the penal sum of (\$100,000.00) One Hundred Thousand Dollars, which bond was duly approved by the Orphans' Court for Caroline County the same day, and the said C. Kemp Stewart and Joseph M. Short duly qualified as administrators of the personal estate of Charles E. Stewart, deceased, by taking the oath required by law.

Seal's
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court and of my office, this 27th day of January, one thousand nine hundred and thirty.

Test: J. Irwin Harwood
Register of Wills for Caroline
County.

COPY OF
CERTIFIED/ORDER OF COURT
AUTHORIZING THEM TO SELL
UNDER THESE PROCEEDINGS.
Filed Jan. 28th. 1930.

Seal's
Place.

THE STATE OF MARYLAND

AT AN ORPHANS' COURT HELD FOR CAROLINE COUNTY, in the Court House in the town of Denton, in the said County and State, on the 10th day of September, in the year of our Lord one thousand nine hundred and twenty-nine,

PRESENT: Their Honors, RICHARD T. WEST Chief Judge,
ELISHA H. HARPER (Associate
() Judges.
WILLIAM J. SHAWN
J. Irwin Harwood, Register of Wills.

Among other proceedings were the following, viz:

IN THE MATTER OF THE ESTATE : IN THE ORPHANS' COURT
OF CHARLES E. STEWART, LATE OF : FOR
CAROLINE COUNTY, DECEASED. : CAROLINE COUNTY.

Upon the foregoing petition, it is thereupon ordered this tenth day of September, in the year nineteen hundred and twenty-nine, by the Orphans' Court for Caroline County, State of Maryland, that C. Kemp Stewart and Joseph M. Short, Administrators of the personal estate of Charles E. Stewart, late of Caroline County, State of Maryland, be and they are hereby authorized and empowered to sell the mortgage described in said petition from said Charles H. Dean and Mabel Dean to Charles E. Stewart, dated the 19th day of July, 1919, and recorded in Liber J.F.R. No. 2, Folio 446, etc., one of the land record books for Queen Anne County, to Mary L. Stewart for the sum of Ten Thousand (\$10,000.00) without recourse.

RICHARD T. WEST
ELISHA H. HARPER
WILLIAM J. SHAWN.

STATE OF MARYLAND, CAROLINE COUNTY, SS.:

SEAL'S
PLACE.

I, J. Irwin Harwood, Register of Wills for Caroline County, and ex officio Clerk of the Orphans' Court of said county, and as such the keeper of the records of said Office, do hereby certify that the within and foregoing is a true and faithful copy of the order of Court passed on the 10th day of September, 1929, in the above entitled cause, the original order now on file and of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of my said office and of the Orphans' Court for Caroline County this 27th day of January, in the year of our Lord one thousand nine hundred and thirty.

J. Irwin Harwood
Register of Wills for Caroline
County aforesaid.



Ms 1368



CHANCERY CAUSE # 2788.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 10th. day of September, in the year nineteen hundred and twenty-nine, the following Bill of Complaint was filed for record, to wit:

ANNIE E. BRYAN and
HOWARD E. PRICE, Trustee under the
last will and testament of Wil-
liam J. Price, deceased,
Plaintiffs,

vs.

NINA E. WHITE and
J. ST. PAUL WHITE, her husband,
R. GLENN KING and
RITA BRUCE KING, his wife,
RAYMOND C. BRYAN and
ALICE T. BRYAN, his wife,
HOWARD PRICE BRYAN,
THE CENTREVILLE NATIONAL BANK OF
MARYLAND, a body corporate,
THE QUEEN ANNE'S NATIONAL BANK OF
CENTREVILLE, a body corporate,
PRESTON R. ANDERSON and
HOWARD E. PRICE, THOMAS J. KEATING
and J. FRANK HARPER, Trustees
under deed of trust from Annie
E. Bryan,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That William J. Price, late of Queen Anne's County, Maryland, departed this life in the year 1916, leaving a last will and testament duly executed to pass real estate, and which has been duly admitted to probate by the Orphans' Court of Queen Anne's County, and is now of record in the office of the Register of Wills for Queen Anne's County, a certified copy of which said last will and testament and of said probate is filed herewith, marked "Exhibit No. 1", and is prayed to be taken as a part of this Bill of Complaint.

2. That the said William J. Price departed this life as aforesaid, seized and possessed, among other real estate, of the real estate hereinafter described, and which said real estate hereinafter described, together with certain other real estate, was by the said William J. Price, in "Item Twenty" of his said last will and testament, devised and bequeathed to his two sons, Thomas R. L. Price and one of your Orators, the said Howard E. Price, and to the survivor of them and their successor or successors in the trust, for the persons and purposes and upon the trust in said "Item Twenty" fully and at length set forth and expressed.

3. That this Honorable Court, by its order passed in Chancery Cause No. 2224 on the Chancery Docket of this Court on the 20th day of July, 1917, assumed jurisdiction of the trust created by said "Item Twenty" of said last will and testament, and the said Thomas R. L. Price and Howard E. Price, the Trustees named in said will, duly qualified as directed by said order.

4. That subsequent to the date of said order of this Court of July 20th. 1917, the said Thomas R. L. Price, one of the original Trustees under said last will and testament, resigned and relinquished his said trust, and this Court, by its order passed in said Chancery Cause No. 2224 on the 25th day of April, 1919, accepted said resignation of said Thomas R. L. Price, and did authorize, empower and direct the other said Trustee, Howard E. Price, one of the Orators, to continue to execute the trust created by said "Item Twenty" of said last will and testament.

5. That as will appear by reference to said "Item Twenty" (Sub paragraph 1 and 2) of said last will and testament, a part of the corpus of the trust estate created by said "Item Twenty" of said last will and testament consists of real estate, as follows:

(a) That described in Sub Paragraph 1 as the tract of land or farm, known as "Sayer's Forest", or the "Saw Mill Farm", situate in the Fifth Election District of Queen Anne's County, State of Maryland, lying on Cabin Creek and Hog Bay, and containing two hundred and forty two (242) acres, three (3) roods and twenty eight (28) perches of land, more or less, and which was conveyed to the said William J. Price by Henry R. Lewis, Trustee, by deed dated October 13th. 1909, and recorded in Liber S. S. No. 7, folios 74 etc., a land record book for Queen Anne's County aforesaid.

(b) And that described in Sub Paragraph 2 as the tract of woodland, known as the "Larrimore Tract", formerly a part of the tract called "Sayer's Forest", situate in the Fifth Election District of Queen Anne's County aforesaid, on the public road leading from Perry's Corner to Kent Island, containing ninety eight (98) acres and thirty (30) perches of land, more or less, and which was conveyed to the said William J. Price by John B. Brown, Executor of R. T. Larrimore, deceased, by deed dated January 10th. 1880, and recorded in Liber J. W. No. 10, folios 276 etc., a land record book for Queen Anne's County aforesaid.

6. That as will appear by reference to the proceedings in the case of "Annie E. Bryan, et al. vs. Nina E. White, et al.", being Cause No. 2316 on the Chancery Docket of this Court, said tract of woodland was divided in two parcels and designated as "Parcel A" and "Parcel B", said "Parcel B" and the real estate described in Sub Paragraph 3 (designated as "Parcel C" in said Chancery Cause No. 2316) having been sold under the decree of this Court filed in said Chancery Cause No. 2316, and said "Parcel A" (being timber or woodland), containing thirty five and one hundred and ninety six one-thousandths (35.196) acres of land, more or less, was reserved in its then present state in the trust estate in order to furnish building material and fuel for the use of the said tract of land or farm, known as "Sayer's Forest", or the "Saw Mill Farm". For the purpose of reference and description there is filed with this Bill, as a part thereof, a certified copy of the plat and certificate filed among the proceedings in said Chancery Cause No. 2316 showing the said land described in said Sub Paragraph 2 as now divided in said plat and certificate as "Parcel A" and "Parcel B", said certified copy of said plat and certificate being marked "Exhibit No. 2".

7. That said tract of land or farm, known as "Sayer's Forest" or the "Saw Mill Farm", and said tract of woodland, designated as "Parcel A", constitute as aforesaid a part of the corpus of the trust estate over which this Court has assumed jurisdiction in said Chancery Cause No. 2224; that under the terms and provisions of the trust created by said "Item Twenty" of said last will and testament the net rents, issues, profits, interest and income accruing and arising from said tract of land or farm and said tract of woodland are directed to be paid over by the Trustee, one of your Orators, to the other Orators, the said Annie E. Bryan, semi-annually, for and during the period of the natural life of the said Annie E. Bryan; and upon the death of the said Annie E. Bryan, it is provided by said "Item Twenty" that the trust shall cease and terminate, and the said tract of land or farm and said tract of woodland, together with certain other real estate, which has heretofore been sold under a decree of this Court as aforesaid, are by the said testator, William J. Price, then devised in fee to Nina E. White, Helen M. King, Raymond C. Bryan and Howard Price Bryan, all of whom, except Helen M. King, who is now deceased, are made Defendants to this Bill of Complaint.

8. That the said Helen M. King departed this life on the 8th day of February, 1920, in Baltimore City, State of Maryland, where she resided, leaving a last will and testament, duly executed to pass real estate, which said last will and testament has been duly admitted to probate by the Orphans' Court of Baltimore City and a certified copy of said last will and testament with the said probate thereon duly filed and recorded in the office of the Register of Wills for Queen Anne's County, by the terms of which said last will and testament the said Helen M. King (who in said will described herself as Helen Bryan King) devises and bequeaths all her property, real, personal and mixed, unto her husband, R. Glenn King, who is made a Defendant to this Bill of Complaint. A certified copy of said record of said last will and testament and of said probate thereof is filed herewith, marked "Exhibit No. 3", as a part of this Bill of Complaint.

9. That the said Raymond C. Bryan, one of the Defendants to this Bill, did, by way of mortgage, dated the 22nd day of March, 1921, and recorded in Liber J. F. R. No. 6, folios 443, etc., a land record book for Queen Anne's County aforesaid, transfer and assign all his right, title, interest and estate of, in and to his undivided interest in remainder (of which the said tract of land or farm and said tract of woodland is a part) in said trust estate unto the said Annie E. Bryan, who, on the same day, duly assigned said mortgage unto The Centreville National Bank of Maryland, a body corporate, which is made a Defendant to this Bill of Complaint. A certified copy of said mortgage and said assignment is filed herewith, marked "Exhibit No. 4", as a part of this Bill of Complaint.

10. That the said Raymond C. Bryan did, by way of another mortgage, dated the 23rd day of September, 1921, and recorded in Liber J. F. R. No. 7, folios 443 etc., a land record book for Queen Anne's County aforesaid, again transfer and assign all his right, title, interest and estate of, in and to his said undivided interest in remainder in said trust estate unto the said Annie E. Bryan, who, on the 24th day of September, 1921, duly assigned said mortgage unto The Queen Anne's National Bank of Centreville, a body corporate, which is made a Defendant to this Bill of Complaint. A certified copy of said mortgage and said assignment is filed herewith, marked "Exhibit No. 5", as a part of this Bill of Complaint.

11. That the said Howard Price Bryan, one of the Defendants to this Bill, did, by way of mortgage, dated the 28th day of February, 1922, and recorded in Liber J. F. R. No. 8, folios 364 etc., a land record book for Queen Anne's County aforesaid, transfer and assign all his right, title, interest and estate of, in and to his undivided interest in remainder in said trust estate unto Edwin H. Brown, Jr., and John Palmer Smith, who, on the same day, duly assigned said mortgage unto Preston R. Anderson, who is made a Defendant to this Bill of Complaint. A certified copy of said mortgage and said assignment is filed herewith, marked "Exhibit No. 6", as a part of this Bill of Complaint.

12. That the said Annie E. Bryan, one of your Orators, did, by way of a deed of trust for the benefit of her creditors, dated the 2nd day of September, 1922, and recorded in Liber J. F. R. No. 10, folios 69, etc., a land record book for Queen Anne's County aforesaid, grant, convey and assigns (among other things) one-half of the income to which she is entitled for life under the terms and provisions of the trust created by said "Item Twenty" of said last will and testament of the said William J. Price, deceased, unto the said Howard E. Price, Thomas J. Keating and J. Frank Harper, in trust for the uses and purposes set forth in said deed of trust. A certified copy of said deed of trust and of the agreement mentioned therein is filed herewith, marked "Exhibit No. 7", as a part of this Bill of Complaint.

13. That one of your Orators, Howard E. Price, has caused said farm and said woodland to be appraised by two persons, to wit: Charles M. West and Charles A. Busted, of Queen Anne's County aforesaid, each of whom is familiar with the value and character of said real estate, and that they, the said Charles M. West and Charles A. Busted, valued said farm at the sum of Seven Thousand Dollars (\$7,000.00), and the said woodland at the sum of Two Thousand Dollars (\$2,000.00). The appraisal or certificate of value, which is in writing, marked "Exhibit No. 8" is filed herewith as a part of this Bill of Complaint.

14. That one of your Orators, the said Howard E. Price, in his capacity as Trustee under the last will and testament of the said William J. Price, deceased, has received from Willard V. Bryan and Arthur W. Bryan, of Baltimore City aforesaid, an offer of Ten Thousand Dollars (\$10,000.00) for said farm coupled with an agreement to pay all costs and expenses incident to a sale of said farm under a decree of this Court, provided that they, the said Willard V. Bryan and Arthur W. Bryan, may purchase said farm at a private sale to be finally ratified by this Court and secure an unincumbered, marketable, fee simple title of, in and to the same, upon the following terms, to wit: the sum of Five Thousand Dollars (\$5,000.00) by way of a first mortgage on said farm and the balance of Five Thousand Dollars (\$5,000.00) and the costs and expenses incident to such sale in cash, which said offer for said farm is, in the opinion of your Orators, an excellent one (especially in view of the fact the said farm is worth only about the sum of Seven Thousand Dollars as shown by the appraisement mentioned in paragraph 13 above) and, if accepted, would be to the interest and advantage of all the parties concerned. The offer, which is in writing, marked "Exhibit No. 9" is filed herewith as a part of this Bill of Complaint.

15. That your Orators are advised and charge that one of your Orators, the said Howard E. Price, the Trustee, is unable to secure a tenant to till and cultivate said tract of land or farm to the best interest and advantage of his cestui que trustants; that the said farm is and has been for sometime on a small, if any, income paying basis; that in order to place the said farm in a productive state large sums of money will have to be expended thereon; that said farm has been and is deteriorating in value to the detriment of the remaindermen; that said tract of woodland is not productive of any income whatsoever, and is, in fact, a burden upon the income derived from the said farm and other portions of the trust estate to the extent of the payment of the annual taxes levied thereon; that, if said farm be sold, said woodland will be more of a burden upon the income of said trust estate than heretofore; that said woodland is well set in timber and wood; that a large part of the timber is ripe and in condition to be manufactured into merchantable lumber, and, if not so manufactured, will soon begin to deteriorate and lessen in value; and for these and other reasons your Orators charge it will be to the interest and advantage of all parties concerned that the said farm and said woodland be sold and the proceeds of sale invested under the direction of this Court to enure to the same parties and in like manner as by said "Item Twenty" of said last will and testament is provided.

16. That the said Annie E. Bryan and Howard E. Price, Trustee as aforesaid, the Plaintiffs, are adults and reside in Queen Anne's County, State of Maryland; that the said Nina E. White and J. St. Paul White, her husband, two of the Defendants, are adults and are non-residents of the State of Maryland, residing in the State of California; that the said R. Glenn King and Rita Bruce King, his wife, two other of the Defendants, are adults and reside in Baltimore City, State of Maryland; that the said Raymond C. Bryan and Alice T. Bryan, his wife, Howard Price Bryan and Preston R. Anderson, four other defendants, are adults and reside in Queen Anne's County aforesaid; that the said body corporate, The Centreville National Bank of Maryland and The Queen Anne's National Bank of Centreville, two other Defendants, are duly incorporated under the laws of the United States of America, with their principal office in Queen Anne's County aforesaid; and that the said Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees under deed of trust from Annie E. Bryan, are adults and reside in Queen Anne's County aforesaid, they being the remaining three Defendants.

TO THE END, THEREFORE:

1. That the said real estate, to wit: the tract of land or farm, known as "Sayer's Forest", or the "Saw Mill Farm", may be sold under decree of this Court by the said Howard E. Price, who is the Trustee in said Chancery Cause No. 2224, at private sale to the said Willard V. Bryan and Arthur W. Bryan at and for the price and upon the terms set forth in their office.

2. That the said real estate, to wit: the tract of woodland, designated as "Parcel A" of the "Larrimore Tract", may be sold under decree of this Court at public or private sale.

3. That the proceeds arising from the sale of both parcels of said real estate may be invested for the benefit of the parties to this suit according to their respective rights under the said last will and testament of the said William J. Price, deceased.

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

MAY IT PLEASE YOUR HONORS TO GRANT unto your Orators an Order of Publication giving notice to the said Nina E. White and J. St. Paul White, her husband, who are non-residents of the State of Maryland, of the substance and object of this Bill of Complaint, and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed; and also the writ of subpoena against the said R. Glenn King and Rita Bruce King, his wife, directed to the Sheriff of Baltimore City aforesaid, and the writ of subpoena against the said Raymond C. Bryan and Alice T. Bryan, his wife, Howard Price Bryan, the Centreville National Bank of Maryland, a body corporate, The Queen Anne's National Bank of Centreville, a body corporate, Preston R. Anderson and Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees under deed of trust from Annie E. Bryan, directed to the Sheriff of Queen Anne's County aforesaid, commanding them and each of them to appear in this Court in person or by solicitor, at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.,

Annie E. Bryan.

Harper & Horney
Solicitors for Plaintiffs.

Howard E. Price.
Trustee for Annie E. Bryan.

"EXHIBIT NUMBER ONE".
 Filed September 10th. 1929.

I, William J. Price, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this my last will and testament, in manner following, that is to say:-

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate and property as follows:-

ITEM ONE. I do hereby give and bequeath to my grandson, William J. Price (the third); the son of my son William J. Price, Junior, my gold watch and gold cuffbuttons; and I also give and bequeath to my said grandson, William J. Price (the third), every piece of silverware in my house which bears my initials on it and the nine knives which go with the forks that have my initials on them.

ITEM TWO. I do hereby give and bequeath to my granddaughter, Mabel Bryan Harper, my diamond and sapphire stickpin.

ITEM THREE. I do hereby give and bequeath to my son, Howard E. Price, all my wearing apparel.

ITEM FOUR. I do hereby give and devise to my old servant, Sherry Jones, the lot of land which I purchased of M. S. Smith, situate in and near the southeastern part of the town of Centreville, in Queen Anne's County, State of Maryland, and known as one of the "Kidwell" lots.

ITEM FIVE. I do hereby give and bequeath to the said Sherry Jones the sum of One Hundred Dollars (\$100.00).

ITEM SIX. Should my house and lot of land containing about three-quarters of an acre now occupied by Alexander Butler, colored, situate in the Fifth Election District of Queen Anne's County aforesaid, on the right side of the public road leading from "Public Landing" to "Bennett's Point", be still occupied by the said Alexander Butler, at the time of my death, and should the said Alexander Butler be still in my employ at the time of my death, I do hereby give and devise the said house and lot of land containing about three-quarters of an acre to the said Alexander Butler for and during the term of his natural life and no longer; and from and after the death of the said Alexander Butler, I do hereby give and devise the said house and lot to my daughter, Fannie E. Bryan, in fee simple. But should the said Alexander Butler not be occupying the said house and lot at the time of my death or should the said Alexander Butler not be in my employ at the time of my death, I do hereby give and devise the said house and lot of land to my said daughter, Fannie E. Bryan, in fee simple.

ITEM SEVEN. I do hereby give and devise to my daughter, Fannie E. Bryan, in fee simple, my tract of land or farm known as "Sportsman's Hall", or the "Hall Farm", where I formerly resided, situate in Piney Neck, in the Fifth Election District of Queen Anne's County aforesaid, on both sides of the public road leading from "Public Landing" to "Bennett's Point" and lying on Wye River and Bugsby's Creek, containing two hundred and thirty six acres, three rods and twelve perches of land, more or less, and which was conveyed to me by Madison Brown, Trustee, by deed dated November 17th. 1865, and recorded in Liber S.E.D. No. 2, folios 124 &c., a land record book for Queen Anne's County aforesaid, and also all that lot of land containing about one and one-half acres of land, adjoining the said "Hall Farm", which was conveyed to me in the deed from John L. Rhodes, Collector of Taxes, dated May 19th. 1896, and recorded in Liber S. S. No. 6, folios 179 &c., a land record book for Queen Anne's County aforesaid, being the first parcel of land described in said deed.

ITEM EIGHT. I do hereby give and devise to my said daughter, Fannie E. Bryan, in fee simple, my tract of woodland known as the "Tilghman Tract", formerly a part of the tract known as "Sayer's Forest", situate in the Fifth Election District of Queen Anne's County aforesaid, on both sides of the public road leading from the Queenstown-Kent Island road to the Queenstown-Bryantown road, which was conveyed to me by Mary Tilghman Blake by deed dated February 23rd. 1895, and recorded in Liber W.H.C. No. 2, folios 406 &c., a land record book for Queen Anne's County aforesaid, and containing, after deducting eight and one-quarter acres thereof sold by me to John D. Wilson, fifty two and one-half acres of land, more or less.

ITEM NINE. I do hereby give and devise to my said daughter, Fannie E. Bryan, in fee simple, seventy acres of my tract of woodland known as the "Daiger Tract", situate in the Fifth Election District of Queen Anne's County aforesaid, the said seventy acres to be laid off and taken from that part of the said "Daiger Tract", which adjoins and lies next to the said "Tilghman Tract" devised to my said daughter, Fannie E. Bryan, in Item Eight of this Will, and being the seventy acres which is expected from the devise of the said "Daiger Tract", hereinafter made by me in Item Twenty of this Will.

ITEM TEN. I do hereby give and bequeath to my said daughter, Fannie E. Bryan, the sum of One Thousand Dollars (\$1,000.00).

ITEM ELEVEN. I do hereby give, devise and bequeath to my son, William J. Price, Junior, in fee simple, my lot of land and brick building known as the "Observer Building", situate on the south side of Lawyer's Row, in the town of Centreville, in Queen Anne's County aforesaid, which was conveyed to me by The Queen Anne's National Bank of Centreville by deed dated February 4th. 1903, and recorded in Liber J. E. G. No. 4, folios 429, &c., a land record book for Queen Anne's County aforesaid, and also the newspaper and plant known

as "The Centreville Observer", together with all those portions of the machinery, equipment and appliances connected and used with said newspaper plant which were purchased by or belong to me, and also my office furniture and safe now located in the office formerly occupied by me on the second floor of the said "Observer Building".

ITEM TWELVE. I do hereby give and bequeath to my said son William J. Price, Junior, the sum of Four Thousand Dollars (\$4,000.00).

ITEM THIRTEEN. I do hereby give and bequeath to my grandson, William J. Price (the third), the son of my said son William J. Price, Junior, the sum of Five Thousand Dollars (\$5,000.00).

ITEM FOURTEEN. I do hereby give and bequeath to my granddaughter, Juliet Price, the daughter of my said son William J. Price, Junior, the sum of Five Thousand Dollars (\$5,000.00), and I direct that the Guardian of the said Juliet Price to be appointed by the Court shall not pay over to the said Juliet Price the said principal sum of Five Thousand Dollars until the said Juliet Price shall arrive at the age of twenty one years.

ITEM FIFTEEN. I do hereby release and discharge my said son, William J. Price, Junior, of and from all and every indebtedness which may be due and owing to me at the time of my death by the said William J. Price, Junior, by way of notes, open account or other evidences of debt, and it is my will and I do hereby direct that he be not required to pay said indebtedness or any part thereof, and I hereby release and discharge my said son, William J. Price, Junior, of and from all claims and demands for money which I have loaned or advanced to him.

ITEM SIXTEEN. I do hereby give and devise to my son, Thomas R. L. Price, in fee simple, my tract of land or farm known as the "Wright Farm", including the woodlot adjoining the same, situate in the Third Election District of Queen Anne's County aforesaid, on the west side of the public road leading from Centreville to Wye Mills, containing two hundred and fourteen acres, one rood and eighteen perches of land, more or less, and which was conveyed to me by William W. Busted, Permanent Trustee, by deed dated December 1st. 1897, and recorded in Liber W. H. C. No. 7, folios 115, &c., a land record book for Queen Anne's County aforesaid.

ITEM SEVENTEEN. I do hereby give and bequeath to my said son, Thomas R. L. Price, the sum of Eight Thousand Dollars (\$8,000.00).

ITEM EIGHTEEN. I do hereby give and devise to my son, Howard E. Price, in fee simple, my tract of woodland situate in the Third Election District of Queen Anne's County aforesaid, on the west side of the public road known as the "Stauffer Road", containing twenty acres, one rood and seventeen perches of land, more or less, and which was conveyed to me by Georgie N. Boyer by deed dated September 30th. 1903, and recorded in Liber J. E. G. No. 5, folios 399, &c., a land record book for Queen Anne's County aforesaid.

ITEM NINETEEN. I do hereby give and bequeath to my said son, Howard E. Price, the sum of Twenty Seven Thousand Four Hundred Dollars (\$27,400.00).

ITEM TWENTY. I do hereby give, devise and bequeath to my sons, Thomas R.L. Price and Howard E. Price, and the survivor of them, and their successor or successors in this trust, the three following described parcels of real estate and the following sum of money, that is to say:-

(1) My tract of land or farm known as "Sayer's Forest" or the "Saw Mill Farm", situate in the Fifth Election District of Queen Anne's County aforesaid, lying on Cabin Creek and Hig Bay, containing two hundred and forty two acres, three roods and twenty eight perches of land, more or less, and which was conveyed to me by Henry R. Lewis, Trustee, by deed dated October 13th. 1909, and recorded in Liber S. S. No. 7, folios 74, &c., a land record book for Queen Anne's County aforesaid.

(2) My tract of woodland known as the "Larrimore Tract" formerly a part of the tract called "Sayer's Forest", situate in the Fifth Election District of Queen Anne's County aforesaid, on the public road leading from Perry's Corner to Kent Island, containing ninety eight acres and thirty perches of land, more or less, and which was conveyed to me by John B. Brown, Executor of R. T. Larrimore, deceased, by deed dated January 10th. 1880, and recorded in Liber J. W. No. 10, folios 276, &c., a land record book for Queen Anne's County aforesaid;

(3) My tract of woodland known as the "Daiger Tract", formerly a part of the tract called "Sayer's Forest", situate in Piney Neck, in the Fifth Election District of Queen Anne's County aforesaid, which was purchased by me of William Carmichael, Collector of Taxes, excepting therefrom, however, that portion thereof containing seventy acres, adjoining and lying next to the "Tilghman Tract", which I have devised to my daughter, Fannie E. Bryan, by Item Nine of this Will, that portion of said "Daiger Tract" hereby devised in this Item of my Will containing seventy one acres, one rood and thirty four perches of land, more or less;

(4) The sum of Sixteen Thousand Dollars (\$16,000.00); in trust and confidence, nevertheless, to hold, manage, control, farm and to farm let the said real estate devised by this Item of my Will, and to hold, manage, control, collect, convert, invest and reinvest the said sum of Sixteen Thousand Dollars (\$16,000.00) bequeathed by this Item of my Will, and to take, collect and receive the rents, issues, profits, interest and income accruing and arising from said real estate and from said sum of Sixteen Thousand Dollars, and to pay over semi-annually the net rents, issues, profits, interest and income accruing and arising from the said real estate and from said sum of Sixteen Thousand Dollars to my daughter, Annie E. Bryan, for and during the period of her, the said Annie E. Bryan's,

natural life; and upon the death of my said daughter, Annie E. Bryan, this trust shall cease and terminate; and from and after the death of my said daughter, Annie E. Bryan, I do hereby give and devise the said three parcels of real estate, to wit:- the said tract of land or farm known as "Sayer's Forest" or the "Saw Mill Farm", the said tract of woodland known as the "Larrimore Tract" and the said portion of said "Daiger Tract", containing seventy one acres, one rood and thirty four perches of land, to Nina E. White, Helen M. King, Raymond C. Bryan and Howard Price Bryan, children of the said Annie E. Bryan, as tenants in common, in fee simple; and from and after the death of my said daughter, Annie E. Bryan, I do hereby give and bequeath the aforesaid sum of Sixteen Thousand Dollars (\$16,000.00) as follows, that is to say:- I give and bequeath Ten Dollars (\$10.00) thereof to Thomas E. Bryan, a son of the said Annie E. Bryan; I give and bequeath Ten Dollars (\$10.00) thereof to Albert W. Bryan, a son of the said Annie E. Bryan; I give and bequeath Three Thousand Nine Hundred and Ninety Five Dollars (\$3,995.00) thereof to the said Nina E. White, a daughter of the said Annie E. Bryan; I give and bequeath Three Thousand Nine Hundred and Ninety Five Dollars (\$3,995.00) thereof to the said Helen M. King, a daughter of the said Annie E. Bryan; I give and bequeath three Thousand Nine Hundred and Ninety Five Dollars (\$3,995.00) thereof to the said Raymond C. Bryan, a son of the said Annie E. Bryan; and I give and bequeath Three Thousand Nine Hundred and Ninety Five Dollars (\$3,995.00) thereof to the said Howard Price Bryan, a son of the said Annie E. Bryan.

ITEM TWENTY ONE. I do hereby give, devise and bequeath to my sons, Thomas R. L. Price and Howard E. Price, and the survivor of them, and their successor or successors in this trust, the following described parcels of real estate and the following sum of money, that is to say:-

(1) My tract of land or farm known as the "Seegar Farm", situate in the Third Election District of Queen Anne's County aforesaid, on the west side of the public road leading from Centreville to Starr and on the south side of Taylor's Mill Pond, containing two hundred and fifty nine acres and thirty six perches of land, more or less, and which was conveyed to me by John B. Brown and Edwin H. Brown, Trustees, by deed dated November 20th. 1885, and recorded in Liber S. S. No. 7, folios 428, &c., a land record book for Queen Anne's County aforesaid;

(2) My two tracts of woodland situate in the Third Election District of Queen Anne's County aforesaid which were conveyed to me by James A. Slaughter and Blanche P. Slaughter, his wife, by deed dated September 2nd. 1910, and recorded in Liber S. S. No. 8, folios 375, &c., a land record book for Queen Anne's County aforesaid, one of said tracts of woodland being situate on the new road leading from the Centreville-Starr road to Simpson's School House and containing thirteen acres and six perches of land, more or less; and the other of said tracts being situate on the left side of the public road leading from Centreville to Starr and containing twenty three acres, two roods and thirty eight perches of land, more or less;

(3) My dwelling house and lot of land where I now reside, including all the out-buildings on said lot, situate on the west side of Liberty Street, in the town of Centreville, in Queen Anne's County aforesaid, the said lot containing one acre and one-fourth of an acre of land, more or less, which property was conveyed to my by James E. Bailey by deed dated August 21st. 1886, and recorded in Liber S. C. D. No. 9, folios 23, &c., a land record book for Queen Anne's County aforesaid;

(4) The sum of Thirteen Thousand Four Hundred Dollars (\$13,400.00); in trust, and confidence, nevertheless, to hold, manage, control, farm and to farm let the said three parcels of real estate devised by this Item of my Will, and to hold, manage, control, collect, convert, invest and reinvest the said sum of Thirteen Thousand Four Hundred Dollars (\$13,400.00) bequeathed by this Item of my Will, and to take, collect and receive the rents, issues, profits, interest and income accruing and arising from the said real estate and from said sum of Thirteen Thousand Four Hundred Dollars, and to pay over semi-annually the net rents, issues, profits, interest and income accruing and arising from the said real estate and from the said sum of Thirteen Thousand Four Hundred Dollars (\$13,400.00) to my son, E. Sterling Price, for and during the period of his, the said E. Sterling Price's, natural life; and upon the death of my said son, E. Sterling Price, this trust shall cease and terminate; and from and after the death of my said son, E. Sterling Price, I do hereby give, devise and bequeath the said tract of land or farm known as the "Seegar Farm", the said two tracts of woodland conveyed to me by James A. Slaughter and wife, the said dwelling house and lot of land where I now reside, including the outbuildings on said lot, and Eight Thousand Four Hundred Dollars (\$8,400.00) of the aforesaid sum of Thirteen Thousand Four Hundred Dollars, to the child or children of my said son, E. Sterling Price, living at the time of the death of my said son, E. Sterling Price, and to the issue, then living, of any child or children of my said son, E. Sterling Price, who may then be deceased, as tenants in common, absolutely and in fee simple, the issue of any said deceased children to take, per stirpes and not capita, only the share or respective shares which the parent or respective parents, if living, would have taken; and if my said son, E. Sterling Price, should die without leaving any child or children or any issue of any deceased child or children living at the time of his death, then from and after the death of my said son, E. Sterling Price, so dying without leaving child or children or any issue or any deceased child or children living at the time of his death, I do give, devise and bequeath the said tract of land or farm known as the "Seegar Farm", the said two tracts of woodland conveyed to me by James A. Slaughter and wife, the said dwelling house and lot of land where I now reside, including the outbuildings on said lot, and the said Eight Thousand Four Hundred Dollars (\$8,400.00) of the aforesaid sum of Thirteen Thousand Four Hundred Dollars, to the rest of my children, namely:- to Fannie E. Bryan, Annie E. Bryan, William J. Price, Junior, Thomas R. L. Price and Howard E. Price, and to the issue, then living, of any of my said children who may then be deceased, as tenants in common, absolutely, and in fee simple, the issue of any of my said children who may then be deceased to take, per stirpes and not per capita, only the share or respective shares which the parent or respective parents, if living, would have taken.

And from and after the death of my said son, E. Sterling Price, if my said son, E. Sterling Price, shall leave a wife surviving him, I do hereby give and bequeath to the said surviving wife of the said E. Sterling Price the remaining Five Thousand Dollars (\$5,000.00) of the aforesaid sum of Thirteen Thousand Four Hundred Dollars; but if my said son, E. Sterling Price, shall not leave a wife surviving him at the time of his death, then from and after the death of my said son, E. Sterling Price, I do hereby give and bequeath the said remaining Five Thousand Dollars of said sum of Thirteen Thousand Four Hundred Dollars to the child or children of my said son, E. Sterling Price, living at the time of the death of the said E. Sterling Price, and to the issue, then living, of any child or children of my said son, E. Sterling Price, who may then be deceased, as tenants in common, absolutely and in fee simple, the issue of any said deceased children to take, per stirpes and not per capita, only the share or respective shares which the parent or respective parents, if living, would have taken; and if my said son, E. Sterling Price, should not leave a wife surviving him at the time of his death, and should not leave any child or children or any issue of any deceased child or children living at the time of his death, then from and after the death of my said son, E. Sterling Price, so dying without leaving a wife or any child or children or any issue of any deceased child or children living at the time of his death, I do hereby give and bequeath the said remaining Five Thousand Dollars (\$5,000.00) of the aforesaid sum of Thirteen Thousand Four Hundred Dollars to the rest of my children, namely:- to Fannie E. Bryan, Annie E. Bryan, William J. Price, Junior, Thomas R. L. Price and Howard E. Price, and to the issue, then living, of any of my said children who may then be deceased, as tenants in common, absolutely and in fee simple, the issue of any of my said children who may then be deceased to take, per stirpes and not per capita, only the share or respective shares which the parent or respective parents, if living, would have taken.

ITEM TWENTY TWO. I do hereby give and bequeath to my said son, E. Sterling Price, all my household and kitchen furniture and utensils, absolutely.

ITEM TWENTY THREE. I do hereby give, devise and bequeath all the rest, residue and remainder of my estate and property of every kind and description, real, personal and mixed, whenever acquired and wheresoever located, of which I die seized and possessed or in any way entitled to, as follows, that is to say:-

(1) I do hereby give, devise and bequeath to my daughter, Fannie E. Bryan, a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, absolutely and in fee simple.

(2) I do hereby give, devise and bequeath to my son, William J. Price, Junior, a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, absolutely and in fee simple.

(3) I do hereby give, devise and bequeath to my son, Thomas R. L. Price, a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, absolutely and in fee simple.

(4) I do hereby give, devise and bequeath to my son, Howard E. Price, a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, absolutely and in fee simple.

(5) I do hereby give, devise and bequeath to my sons, Thomas R. L. Price and Howard E. Price, and the survivor the them, and their successor or successors in this trust, a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, in trust and confidence, nevertheless, to hold, manage, control, collect, convert, invest and reinvest the same to take, collect and receive the rents, issues, profits, interest and income accruing and arising from the said one-sixth part of the said rest, residue and remainder of my estate and property, and to pay over semi-annually the net rents, issues, profits, interest and income accruing and arising therefrom to my daughter, Annie E. Bryan, for and during the period of her, the said Annie Bryan's natural life; and upon the death of my said daughter, Annie E. Bryan, this trust shall cease and terminate; and from and after the death of my said daughter, Annie E. Bryan, I do hereby give, devise and bequeath the said one-sixth part of all the said rest residue, and remainder of my said estate and property real, personal and mixed, to Nina E. White, Helen M. King, Raymond C. Bryan and Howard Price Bryan, children of the said Annie E. Bryan, to be divided between them, the said Nina E. White, Helen M. King, Raymond C. Bryan and Howard Price Bryan, in equal proportions, share and share alike, absolutely and in fee simple.

(6) I do hereby give, devise and bequeath to my sons, Thomas R. L. Price and Howard E. Price, and the survivor of them and their successor or successors in this trust, a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, in trust and confidence, nevertheless, to hold, manage, control, collect, convert, invest, and reinvest the same and to take, collect and receive the rents, issues, profits, interest and income accruing and arising from the said one-sixth part of the said rest, residue and remainder of my estate and property, and to pay over semi-annually the net rents, issues, profits, interest and income accruing and arising therefrom to my son, E. Sterling Price, for and during the period of his, the said E. Sterling Price's, natural life; and upon the death of my said son, E. Sterling Price, this trust shall cease and terminate; and from and after the death of my said son, E. Sterling Price, I do hereby give, devise and bequeath the said one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, to the child or children of my said son, E. Sterling Price, living at the time of the death of my said son, E. Sterling Price, and to the issue, then living, of any child or children of my said son, E. Sterling Price, who may then be deceased, as tenants in common, absolutely and in fee simple, the issue of any said deceased children to take, per stirpes and not per capita, only the share or respective shares which the parent or respective parents, if living, would have taken; and if my said son, E. Sterling Price should die without leaving any child or children or any issue of any deceased child or children living at the time of his death, then from and after the death of my said son, E. Sterling Price, so dying without leaving any child

of children or any issue of any deceased child or children living at the time of his death, I do hereby give, devise and bequeath the said one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, to the rest of my children, namely:- to Fannie E. Bryan, Annie E. Bryan, William J. Price, Junior, Thomas R. L. Price and Howard E. Price, and to the issue, then living, of any of my said children who may then be deceased, as tenants in common, absolutely and in fee simple, the issue of of my said children who may then be deceased to take, per stirpes and not per capita, only the share or respective share which the parent or respective parents, if living, would have taken.

ITEM TWENTY FOUR. It is my will and I do hereby direct that my interest in the crops growing on my farms at the time of my death shall not go into or be included in my personal estate, but I will and direct that my interest in whatever crops may be growing at the time of my death on each of my farms respectively shall pass to and be the property of the devisee under this Will of such farm.

ITEM TWENTY FIVE. It is my will and I do hereby direct that if my daughter, Fannie E. Bryan, shall be owing me any money at the time of my death, whether by way of mortgage, note, open account or otherwise, the total amount of such indebtedness, including the interest accrued thereon to the date of my death, shall be charged against and deducted from the one-sixth part of the rest, residue and remainder of my estate and property devised and bequeathed by me to the said Fannie E. Bryan in sub-paragraph one (1) of Item Twenty Three of this Will.

ITEM TWENTY SIX. It is my will and I do hereby direct that if my son, Thomas R.L. Price, shall be owing my any money at the time of my death, whether by way of mortgage, note, open account or otherwise, the total amount of such indebtedness, including the interest accrued thereon to the date of my death, shall be charged against and deducted from the one-sixth part of the rest, residue and remainder of my estate and property devised and bequeathed by me to the said Thomas R. L. Price in sub-paragraph three (3) of Item Twenty Three of this Will.

Item Twenty Seven. It is my will and I do hereby direct that if my son, Howard E. Price, shall be owing me any money at the time of my death, whether by way of mortgage, note, open account or otherwise, the total amount of such indebtedness, including the interest accrued thereon to the date of my death, shall be charged against and deducted from the one-sixth part of the rest, residue and remainder of my estate and property devised and bequeathed by me to the said Howard E. Price in sub-paragraph four (4) of Item Twenty Three of this Will.

ITEM TWENTY EIGHT. It is my will and I do hereby direct that if my daughter, Annie E. Bryan, shall be owing me any money at the time of my death, whether by way of mortgage, note, open account or otherwise, the total amount of such indebtedness, including the interest accrued thereon to the date of my death, shall be charged against and deducted from the one-sixth part of the rest, residue and remainder of my estate and property devised and bequeathed by me to Thomas R. L. Price and Howard E. Price in trust for and during the life of said Annie E. Bryan, with remainder over, in sub-paragraph five (5) of Item Twenty Three of this Bill.

ITEM TWENTY NINE. It is my will and I do hereby direct that if my son, E. Sterling Price, shall be owing my any money at the time of my death, whether by way of mortgage, note, open account or otherwise, the total amount of such indebtedness, including the interest accrued thereon to the date of my death, shall be charged against and deducted from the one-sixth part of the rest, residue and remainder of my estate and property devised and bequeathed by me to Thomas R. L. Price and Howard E. Price in trust for and during the life of said E. Sterling Price, with remainder over, in sub-paragraph six (6) of Item Twenty Three of this Will.

ITEM THIRTY. It is my will and I do hereby empower and direct my Executors hereinafter named to purchase and have erected in my burial lot in the Centreville Cemetery a monument and to have palced around said burial lot a coping or enclosure, and I hereby authorize, empower and direct my said Executors to pay and expend out of my personal estate the sum of One Thousand Dollars (\$1,000.00) in the purchase and erection of said monument and enclosure.

ITEM THIRTY ONE. I will and direct that if any of my children shall at any time file or caused to be filed any caveat to this my last will and testament or shall take or institute or shall cause to be taken or instituted any proceeding or action to contest or dispute the validity of this my last will and testament then and in such case I do hereby fully and absolutely revoke all the devises and bequests made by me in this my last will and testament to or in favor of or for the benefit of such child so filing or causing to be filed such caveat to this my last will and testament or so taking or instituting or causing to be taken or instituted such proceeding or action to contest or dispute the validity of this my last will and testament and in that event I do hereby give, devise and bequeath all the property and estate, real and personal, so forfeited by such child filing or causing to be filed such caveat or taking or instituting or causing to be taken or instituted such proceeding or action as aforesaid, to the rest of my children as tenants in common, absolutely and in fee simple.

ITEM THIRTY TWO. I do hereby constitute and appoint my son, Thomas R. L. Price, my son, Howard E. Price, and J. Frank Harper, all of Queen Anne's County aforesaid, to be the Executors of this my last will and testament, hereby revoking all other wills and testaments, and codicils thereto, heretofore made by me.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and set my seal this fifth day of June, in the year nineteen hundred and sixteen:-

Wm. J. Price. (SEAL)

Signed, sealed, published and declared by William J. Price, the above named testator, as and for his last will and testament, in the presence of us, who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto:-

Charles A. Busted

Charles F. Rich

J. Lemuel Roberts.

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

On the twelfth day of October, 1916, came J. Frank Harper, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of William J. Price, late of Queen Anne's County, deceased, and made oath, in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from the hand of the said testator William J. Price on or about the fifth day of June, 1916.

Sworn before

William T. Bishop
Register of Wills of Queen Anne's
County, Md.

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

On the seventeenth day of October, 1916, came Charles A. Busted and Charles F. Rich, of Queen Anne's County, subscribing witnesses to the foregoing last Will and Testament of William J. Price late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator William J. Price, sign and seal said Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding; and that they, together with J. Lemuel Roberts, 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

William T. Bishop
Register of Wills of Queen Anne's
County, Md.

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

On the seventeenth day of October, 1916, came J. Lemuel Roberts, of Queen Anne's County, subscribing witness to the foregoing last Will and Testament of William J. Price late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator William J. Price, sign and seal said will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding; and that he together with Charles A. Busted and Charles F. Rich, subscribed their names as witnesses to said Will, at his request, in his presence and in the presence of each other.

Sworn in open Court,
Test:

William T. Bishop
Register of Wills of Queen Anne's
County, Md.

ORDER OF COURT ADMITTING WILL TO PROBATE.

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 William J. Price, 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 William J. Price, Jr., Thomas R. L. Price, Howard E. Price, E. Sterling Price, Fannie E. Bryan and Annie E. Bryan; and three of the said next relations being in Court;

The Court, after having examined the said instrument of Writing and also the evidence adduced as to its validity, orders and decrees, this seventeenth day of October, A.D., 1916, that the same be admitted in this Court as the true and genuine last Will

and Testament of the said William J. Price, deceased.

W. Hopper Gibson

Harry Clark

William H. Welch

Judges of the Orphans' Court for Queen Anne's County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SET:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the Last Will and Testament of William J. Price, late of Queen Anne's County, State of Maryland, deceased, as filed and passed in this Office on October 17th. 1916, and recorded in Liber W. T. B. No. 1, folio 25 etc., in the Orphans' Court for Queen Anne's County, Maryland.

SEAL'S
PLACE.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 7th. day of September, 1929.

William T. Bishop
Register of Wills for Queen Anne's
County, Maryland.

"EXHIBIT NUMBER TWO".
Filed Sept. 10th. 1929.
CERTIFICATE OF SURVEY AND PLAT.

I HEREBY CERTIFY, that at the request of Howard E. Price, executor named in the will of William J. Price, Sr., I surveyed on March 31st. and April 1st. 1919; the Dagger tract of woodland situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, in Piney Neck, adjoining the Larrimore tract of woodland, belonging to the estate of the said William J. Price and the tract willed to Mrs. Fannie Bryan, and divided the same into two equal parts. Tract #1 being the property of Mrs. Fannie Bryan and the Tract #2 being the property of Mrs. Annie E. Bryan.

Tract #1.

Beginning at a stone at the northeast corner of the whole tract, it being a corner for other wood land belonging to Mrs. Fannie Bryan, and running south 3 degrees 15 minutes west, 60.82 rods to a stone; thence north 83 degrees 30 minutes west, 186 rods to a stone; thence north 3 degrees 15 minutes East, 60.82 rods to a stone along a white oak tree; thence south 83 degrees 30 minutes east 186 rods to the place of beginning, containing 70 acres, 1 roods, and 36 square perches of land.

Tract #2.

Beginning at a stone, the end of the first line of tract #1 and running thence south 3 degrees 15 minutes west, 32.68 rods to a stone, thence south 73 degrees west, 99 rods to a stone, thence south 23 degrees east and one-half rods to a stone; thence north 86 degrees west, 91 rods to a stone; thence north 3 degrees 30 minutes east, 73.68 rods to a stone; the end of the second line of tract #1; thence with the second line of tract #1 reversed, south 83 degrees 30 minutes east, 186 rods to the place of beginning, containing 70 acres, 1 roods and 36 square perches of land.

Centreville, Md.
April 25th. 1919.

S. Chester Coursey.
Surveyor for Queen Anne's
County, Md.,

I HEREBY CERTIFY, that, at the request of Howard E. Price, Trustee for Mrs. Annie E. Bryan, I surveyed on April 1st. 1919, a part of the tract of woodland known as the Larrimore tract, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the public road from Perry's Corner to Kent Island, and is contained within the following metes and bounds, courses and distances, to wit:-

Beginning in the middle of the aforesaid public road at the corner of the woodland nearest Perry's Corner and running thence north 39 degrees east, 37 rods to a stone; thence south 51 degrees east, 4.1 rods to a stone; thence north 4 degrees East, 60 rods to a stone; thence north 86 degrees west, 81.7 rods to a stake; thence south 7 degrees west, 45 rods to the public road; thence south 50 degrees 15 minutes east, 73 rods to the place of beginning, containing 35.196 acres of land.

Centreville, Md.
April 25th. 1919.

S. Chester Coursey
Surveyor for Queen Anne
County, Md.

STATE OF MARYLAND;

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the foregoing Plat and Certificates of survey are truly taken and copied from the originals filed Jan. 12th. 1920, in Chy. No. 2316 marked Exhibit No. 2, in the Circuit Court for Queen Anne's Co.

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 fifth day of September, in the year 1929.

B. Hackett Turner, Clerk.

EXHIBIT NUMBER 3.
Filed Sept. 10th. 1929.

LAST WILL AND TESTAMENT OF HELEN BRYAN KING.

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

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

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

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

Helen Bryan King (SEAL)

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

Witness: Henry W. King

Witness: Edward S. King

BALTIMORE CITY, SS:

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

Notice and that Testatrix departed this life on the 7th day of Feb. 1920.

Sworn to in open Court.

Test:

Howard W. Jackson
Register of Wills for
Baltimore City.

Contd. on folio 270.

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BALTIMORE CITY, SS:

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

Sworn to in open Court,

Test:

Howard W. Jackson
Register of Wills for
Baltimore City.

BALTIMORE CITY, SS:

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

Sworn to in open Court,

Test;

Howard W. Jackson
Register of Wills for
Baltimore City.

IN THE ORPHANS COURT OF BALTIMORE CITY:

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

Judges

Myer J. Block
Harry C. Gaither
William M. Dunn.

STATE OF MARYLAND,

BALTIMORE CITY, SS:

I, Howard E. Jackson, Register of Wills, and by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, do hereby certify that the foregoing is a true and full copy of the last Will and Testament of Helen Bryan King, late of said city, deceased, together with the proofs and probate thereof, taken from Wills Liber H.W.J. No. 134, folio 342, being one of the Records, filed, recorded and kept in the office of Register of Wills for Baltimore City.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this 23rd day of April in the year of our Lord nineteen hundred and twenty.

Howard W. Jackson
Register of Wills for
Baltimore City.

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 Certified Copy of the Last Will and Testament of Helen Bryan King, late of Baltimore City, State of Maryland, deceased, as filed in this office on May 8, 1920, and recorded in Liber W.T.B. No. 1, Folio 202; 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 9th. day of September, 1929.

William T. Bishop
Register of Wills for Queen Anne's County,
Maryland,

"EXHIBIT NUMBER 4".
 Filed Sept. 10th. 1929.

#8482. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty second day of March, in the year nineteen hundred and twenty one, the following Mortgage and Assignment was brought to be recorded, to wit:

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

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

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

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

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

Provided, that if the said Raymond C. Bryan, his heirs, executors, administrators or assigns, shall well and truly pay to the said Annie E. Bryan, her executors, administrators or assigns, the aforesaid sum of Ten thousand and five hundred dollars, with interest to accrue thereon, when and as the same shall become due and payable as represented in the aforesaid promissory note and all renewals thereof; whether in whole or in part of the said original or any renewal or part renewal note, as above set forth, and shall perform all the covenants and agreements herein on his and their part to be performed, then this mortgage shall be void. And the said Raymond C. Bryan and Alice T. Bryan, for themselves

and each of them, and for their and each of their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either. BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Annie E. Bryan, her executors, administrators or assigns, or Thomas J. Keating, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said property upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment first, all expenses incident to such sale, including compsnation 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 whoever may be entitled to the same.

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

Test: William L. Holton.

Raymond C. Bryan (SEAL)

Alice T. Bryan (SEAL)

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

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

In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year last above written.

Notary
Public
Seal.

W. L. Holton,
Notary Public.

For value received, I hereby transfer and assign the within and foregoing mortgage and assignment to the body corporate, The Centreville National Bank of Maryland.

Witness my hand and seal this day of March, in the year 1921.

Test: W. L. Holton.

Annie E. Bryan (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. #6, folio 443, etc., a land record book for Queen Anne's County.

Seal's
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 6th. day of September, A. D. nineteen hundred and twenty nine.

B. Hackett Turner, Clerk.

EXHIBIT NUMBER 5.
Filed Sept. 10th. 1929.

#88535. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty-third day of September, in the year nineteen hundred and twenty one, the following Mortgage and assignment was brought to be recorded, to wit:-

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

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

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

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

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

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

severally fall due, the 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, and all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either. But in case of default in payment of said debt or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Annie E. Bryan, her executors, administrators or assigns, or H. B. W. Mitchell, her and their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said property upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making the sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all prior liens upon the said property, interest and estate hereby mortgaged and assigned, third, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and fourth, the balance to the said Raymond C. Bryan or whoever may be entitled to the same.

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

Test: N. Lucille Bailey.

Raymond C. Bryan (SEAL)

Alice T. Bryan (SEAL)

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

I hereby certify that on this 23rd. day of September, in the year nineteen hundred and twenty one, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Raymond C. Bryan and Alice T. Bryan, his wife, and did each acknowledge the foregoing mortgage and assignment to be their respective act and deed. And at the same time also personally appeared before me Annie E. Bryan and made oath in due form of law that the consideration stated in the foregoing mortgage and assignment is true and bona fide as therein set forth.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year last above written.

Notary
Public
Seal.

N. Lucille Bailey,
Notary Public.

Queen Anne's County, to wit:- Be it remembered that on the twenty fourth day of September, nineteen hundred and twenty one, the following Assignment was brought to be recorded, to wit: "For value received, I hereby transfer and assign the within and foregoing mortgage and assignment to the body corporate, The Queen Anne's National Bank of Centreville.

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

Test: C. Albert Ringgold.

Annie E. Bryan (SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. #7, folios 443, etc., a Land Record Book for Queen Anne's County.

Seal's
Place:

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 6th. day of September, A. D. nineteen hundred and twenty nine.

B. Hackett Turner, Clerk.

EXHIBIT NUMBER 6.
Filed Sept. 10th. 1929.

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

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

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

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

AND THIS MORTGAGE AND ASSIGNMENTS FURTHER WITNESSETH that in consideration of the premises and of the sum of one dollar, the said Howard Price Bryan does hereby transfer assign and set over unto the said Edwin H. Brown, Jr., and John Palmer Smith, their personal representatives and assigns, absolutely, all his (the said Howard Price Bryan's) right, claim, interest, title and estate in and to the mortgage debt and interest secured by mortgage to the said Howard Price Bryan and others from said Annie E. Bryan upon the tract of land or farm called Denbeigh or the Minnie P. Bryan Farm whereon one Brymond C. Bryan now resides, in Queen Anne's County, Maryland, containing one hundred and seventy five acres of land, more or less, and which said mortgage bears date November 1st. 1917, and is now recorded in Liber W.F.W. #11, fol. 164, etc., a land record book for Queen Anne's County aforesaid.

AND THIS MORTGAGE AND ASSIGNMENTS FURTHER WITNESSETH that for and in consideration of the premises and of the sum of one dollar, the said Howard Price Bryan does hereby transfer, assign and set over unto the said Edwin H. Brown, Jr., and John Palmer Smith, their personal representatives and assigns absolutely all his (the said Howard Price Bryan's) right, claim, interest, title and estate in and to the mortgage debt and interest secured by the mortgage to the said Howard Price Bryan and others from Annie E. Bryan upon the tract of land or farm called Chester, or The Thomas E. Bryan Farm, whereon Thomas E. Bryan now resides, in the Third Election District of Queen Anne's County, Maryland, containing one hundred and forty two acres of land, more or less, and which said mortgage is dated November 1st. 1917, and is recorded in Liber W.F.W. #11, fol. 169, etc., a land record book for Queen Anne's County aforesaid.

Together with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the buildings and improvements thereon erected and being. And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said Howard Price Bryan, his heirs, executors, administrators or assigns, shall well and truly pay to the said Edwin H. Brown, Jr., and John Palmer Smith, their executors, administrators or assigns, the aforesaid sum of three thousand dollars (\$3,000.00) and the interest to accrue thereon, when and as the same shall become due and payable, as above set forth, and shall perform all the covenants, conditions and agreements therein on his part to be performed, then this mortgage shall be void; and until default be made in the premises the said Howard Price Bryan, his heirs and assigns, shall possess said property.

And the said Howard Price Bryan, for himself, and for his heirs, executors, administrators and assigns, hereby 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 Edwin H. Brown, Jr. and John Palmer Smith, their executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagees, their executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Edwin H. Brown, Jr. and John Palmer Smith, their executors, administrators or assigns, or John Palmer Smith and Edwin H. Brown, Jr., 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, 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 Howard Price Bryan 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 Edwin H. Brown, Jr., and John Palmer Smith, their executors, administrators, successors or assigns, or John Palmer Smith & Edwin H. Brown, Jr., their said attorneys, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Howard Price Bryan, for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hand and seal of the mortgagor.

Test: E. M. Forman.

Howard Price Bryan (SEAL)

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

I hereby certify that on this twenty eighth day of February, in the year nineteen hundred and twenty two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Howard Price Bryan, singleman, and acknowledged the aforegoing Mortgage and assignments to be his respective acts and deeds.

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

Ezekiel M. Forman,
Justice of the Peace.

For value received, we hereby transfer and assign the within and aforegoing mortgage unto Preston R. Anderson.

Witness our hands and seals this 28th. day of February, 1922.

Edwin H. Brown, Jr.
John Palmer Smith.

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. #8, folios 364 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 September, A.D. nineteen hundred and twenty nine.

B. Hackett Turner, Clerk.

EXHIBIT NUMBER 7.
Filed Sept. 10th. 1929.

#9701. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 11th. day of December, in the year nineteen hundred and twenty-two, the following Agreement was brought to be recorded, to wit:-

THIS AGREEMENT, made this 2nd. day of September in the year one thousand nine hundred and twenty two, by and between Annie E. Bryan, of Queen Anne's County, in the State of Maryland, party of the first part, and the several corporations and persons who have affixed their signatures to this agreement, all of whom are creditors of the said Annie E. Bryan, parties of the second part.

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

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

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

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

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

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

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

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

ALL of the said three mentioned farms or tracts of land are also subject to two additional mortgages, viz. A mortgage from the said Annie E. Bryan to Howard E. Price, dated November 1, 1917, and recorded among said Land Records in Liber W.F.W. No. 11, folio 176, etc., which mortgage secures the repayment of a loan of ninety five hundred dollars, and a mortgage from the said Annie E. Bryan to Frank S. Dudley, dated July 14,

1921, and recorded among said land records in Liber J.F.R. No. 7, folio 206, etc., which mortgage secured the repayment of a loan of two thousand dollars, and it is also intended that the said three above mentioned farms or tracts of land shall be conveyed to the trustees, hereinafter mentioned, subject also to the said two last mentioned mortgages.

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

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

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

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

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

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

In determining the indebtedness of the parties of the second part hereto, it is agreed by the said Annie E. Bryan and the said parties hereto of the second part, that

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

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

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

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

AND THIS AGREEMENT FURTHER WITNESSETH:-

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

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

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

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

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

TEST: W. L. Holton, Jr.

Annie E. Bryan (SEAL)

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

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

WITNESS my hand and notarial seal.

Notary
Public Seal.

W. L. Holton, Jr.
Notary Public.

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

SIGNATURES:	CHARACTER OF CLAIM:	AMOUNT OF CLAIM:
The Centreville Nat. Bk. of Md. By J. F. Rolph, Cashier. Thos E. Bryan Raymond C. Bryan H. Price Bryan.	Note of Annie E. Bryan, Thos. E. Bryan, Raymond C. Bryan and H. Price Bryan given direct to the Centre- ville National Bank of Md., dated January 30th. 1922, drawn three months from date due April 30th. 1922,	\$7,836.00 and interest from April 30th. 1922.
The Centreville Nat. Bk. of Md. By J. F. Rolph, Cashier Thos. E. Bryan John A. Friel.	Note signed by Annie E. Bryan and Thomas E. Bryan given to John A. Friel dated October 1, 1921 drawn three months after date due January 1, 1922.	234.90 and interest from January 1, 1922.
The Centreville Nat. Bk. of Md. By J. F. Rolph, Cashier, Thos. E. Bryan. Raymond C. Bryan H. Price Bryan R. Glen King.	Note Annie E. Bryan, Thomas E. Bryan, Raymond C. Bryan, H. Price Bryan, R. Glen King given direct to the Centreville National Bank of Md. dated February 28th. 1922, drawn six months from date due 28th. August, 1922.	1,000.00 and interest from August 28th. 1922.
The Centreville Nat. Bk. of Md. By J. F. Rolph, Cashier. Alice T. Bryan, Annie E. Bryan.	Note signed by Raymond C. Bryan and Alice T. Bryan drawn to the order of Annie E. Bryan and en- dorsed by her, dated Feb. 15th. 1922, drawn three months from date due 15th. of May, 1922.	10,817.18 with interest from 15th. of May, 1922.
The Centreville Nat. Bk. of Md. By J. F. Rolph, Cashier, Annie E. Bryan, Mary C. Fesmyer.	Note signed by Thomas E. Bryan and Annie E. Bryan given to M. C. Fesmyer and Joseph Fesmyer dated June 7th. 1922 drawn one month from date due 7th. of July, 1922.	275.00 with interest from 7th. of July, 1922.
The Centreville Nat. Bk. of Md. By J. F. Rolph, Cashier. Annie E. Bryan.	Note signed by Thomas E. Bryan and Annie E. Bryan given direct to The Centreville National Bank of Maryland dated February 9th. 1922, drawn three months from date due 9th. of May, 1922.	2,800 interest from May 9th. 1922.
The Centreville Nat. Bk. of Md. By F. F. Rolph, Cashier. Annie E. Bryan.	Note signed by Thomas E. Bryan and Annie E. Bryan given direct to the Centreville National Bank of Md., dated February 2, 1922, drawn at three months and due May 2, 1922.	859.39 interest from May 2, 1922.
The Centreville Nat. Bk. of Md. By J. F. Rolph, Cashier. Annie E. Bryan.	Note signed by Thomas E. Bryan and Annie E. Bryan given direct to the Centreville National Bank of Maryland, dated December 30th. 1931, drawn six months from date, due June 30th. 1922.	500.00 with interest from 30th June, 1922.

The Centreville Nat. Bk.
of Md.

By

J. F. Rolph, Cashier.
Annie E. Bryan.
Thomas Massey.

Note signed by Thomas E. Bryan,
Annie E. Bryan given to Thomas
Massey dated January 14th. 1922,
drawn two months after date, due
the 14th. of March, 1922.

150.00
interest from
March 14th. 1922.

The Centreville Nat. Bk.
of Md.,

By

J. F. Rolph, Cashier,
Annie E. Bryan.

Note signed by H. Price Bryan and
Annie E. Bryan given direct to the
Centreville National Bank of Mary-
land, dated June 29th. 1922, drawn
at six months, due 29th. Dec. 1922.

515.20
interest from
Dec. 29th. 1922.

Richard T. Earle.
Thomas E. Bryan.

Note signed by Annie E. Bryan and
Thomas E. Bryan to the order of
Richard T. Earle and endorsed by
him dated Feb. 17, 1922, drawn six
months from date due 17 Aug. 1922.

200.00
with interest
from Feb. 17, 1922.

Forman & Mason
Thomas E. Bryan.
Raymond C. Bryan.

Note signed by Annie E. Bryan,
Thomas E. Bryan and Raymond C.
Bryan to the order of Forman &
Mason and by Forman & Mason en-
dorsed dated Jany. 2, 1922 drawn
7 months from date due 2nd. Aug.
1922.

377.84
with interest
from 2nd. August,
1922.

Forman & Mason
Annie E. Bryan
Alice T. Bryan.

Note signed by Raymond C. Bryan,
Alice T. Bryan and Annie E. Bryan
drawn to the order of Forman &
Mason and by Forman and Mason
endorsed dated April 6th. 1922,
drawn four months from date, due
6th of August, 1922.

589.13
with interest
from Aug. 6, 1922.

C. P. Walters & Son.

Note signed by Annie E. Bryan to
the order of C. P. Walters & Son,
and by C. P. Walters & Son endorsed
dated Dec. 29, 1921, drawn six
months from date due June 29,
1922, the amount of note

367.50
with interest from
Dec. 29th. 1921.

Alice E. Bryan.
Annie E. Bryan.
H. Price Bryan.
John Palmer Smith.

Note signed by Raymond C. Bryan,
Alice T. Bryan and Annie E. Bryan
and H. Price Bryan to the order of
John Palmer Smith and endorsed by
John Palmer Smith dated Feb. 17,
1922, drawn at six months due
17 Aug. 1922.

\$156.98 with
int. from Feb. 17,
1922.

Annie E. Bryan
E. Sterling Price
John Palmer Smith.

Note signed by Thos. E. Bryan,
Annie E. Bryan and E. Sterling
Price to the order of John Palmer
Smith, endorsed dated Feb. 17,
1922, drawn at six months and
due Aug. 17, 1922.

\$219.21 with
int. from Aug. 17,
1922.

John A. Friel.
Earle R. Bishop.
Raymond C. Bryan.

Note signed by Annie E. Bryan and
Raymond C. Bryan made payable to
the order of John A. Friel, and
Earle R. Bishop endorsed dated
Oct. 1, 1921 drawn 11 months from
date and due Sept. 1, 1922.

\$89.49 with
interest from Sept.
1, 1922.

The Queen Anne's Nat.
Bank of Centreville,
By Walter T. Wright,
President.
Raymond C. Bryan,
Alice T. Bryan,
Annie E. Bryan,
Robert Coursey,
R. M. Hopkins.

Note Raymond C. Bryan, Alice T.
Bryan, Annie E. Bryan to Robert
Coursey, endorsed Robert Coursey,
R. M. Hopkins dated June 28th.
1922, at two months for

400.00
Interest from
August 28th. 1922.

The Queen Anne's Natl.
Bank of Centreville.
By Walter T. Wright,
President.
Raymond C. Bryan,
Alice T. Bryan,
Annie E. Bryan.

Note Raymond C. Bryan, Alice T.
Bryan to Annie E. Bryan endorsed
Annie E. Bryan dated March 23rd.
1922 at six months due Sept. 23,
1922, secured by Mortgage dated
Sept. 23rd. 1921, from Raymond
C. Bryan and Alice T. Bryan to
Annie E. Bryan for \$2825.00 re-
corded in Liber J.F.R. No. 7,
folio 443, a land record book for
Q.A.Co. & assigned by Annie E.
Bryan to the Queen Anne's Natl.
Bank on the 24th. day of Sept.
1921, and recorded in Liber
J.F.R. #7, folio 446, a land
record book for Q. A. Co.

2947.00
Interest from
Sept. 23rd. 1922.

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

SIGNATURES:

CHARACTER OF CLAIM:

AMT. OF CLAIM:

The Queen Anne's Natl.
Bank of Centreville, By
Walter T. Wright,
President.
Raymond C. Bryan,
Alice T. Bryan,
Annie E. Bryan.
E. D. Draper.
H. P. Draper.

Note Raymond C. Bryan, Alice T.
Bryan, Annie E. Bryan to H. P.
Draper endorsed H. P. Draper
and E. D. Draper dated Aug.
4th. 1921, due Oct. 4th. 1921,
for \$225.00
Oct. 4th. 1921
Credited by Cash 3.00

\$222.00
Interest from
Oct. 4th. 1921.

The Queen Anne's Natl. Bank
of Centreville, By
Walter T. Wright,
President.
Thomas E. Bryan.
Annie E. Bryan.
Raymond C. Bryan.
H. Price Bryan.

Note Annie E. Bryan, Thos. E.
Bryan, Raymond C. Bryan, H. Price
Bryan to The Queen Anne's National
Bank dated May 1st. 1922, at two
months due July 1st. 1922 for

\$5774.45
Interest from
July 1st. 1922.

The Queen Anne's Natl.
Bank of Centreville, By
Walter T. Wright,
President.
Annie E. Bryan,
Wright & Lowe.

Note Annie E. Bryan to Wright and
Lowe, dated Feb. 1st. 1922, at six
months due August 1st. 1922 for

575.00
Interest from
August 1st. 1922.

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

SIGNATURES:

CHARACTER OF CLAIM:

AMT. OF CLAIM:

Thomas E. Bryan,
Annie E. Bryan.
W. F. Watson.

Note signed Thos. E. Bryan and
Annie E. Bryan endorsed W. F.
Watson to W. F. Watson dated
May 12th. 1922, at 2 months
due July 12th. 1922, with
interest from maturity.

300.00

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 Annie E. Bryan.
 Thomas E. Bryan.
 John A. Friel.
 S. W. Seney.

Note signed Annie E. Bryan, Thos.
 E. Bryan to John W. Friel and
 endorsed John A. Friel, S. W.
 Seney, dated Jan. 2nd. 1922 at
 6 months due July 2nd. 1922 with
 interest from maturity.

100.00

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

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

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. #10, folios 62 etc.; a Land Record Book for Queen Anne's County.

Seal's
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th. day of September, A. D. nineteen hundred and twenty nine.

B. Hackett Turner, Clerk.

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

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

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

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

NOW, THEREFORE, THIS DEED WITNESSETH:- That in consideration of the premises, and, in accordance with the terms and provisions of said agreement, the said Annie E. Bryan does hereby grant, convey and assign unto the said parties of the second part, trustees as aforesaid, the survivors or survivor thereof, their heirs, successors and

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

T O G E T H E R, with the buildings and improvements thereupon; and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and assigned property and effects of the said Annie E. Bryan, unto and to the proper use of the said parties of the second part, trustees as aforesaid, the survivors or survivor thereof, their heirs, successors and assigns, in trust to take possession of said several properties, as above mentioned, collect the rents, issues and profits therefrom arising, and to sell the said properties, singly or as an entirety, either at public or private sale, and at such time or times, and upon such terms as the said trustees, the survivors or survivor of them, or their successors in the trust may, in their judgment, deem advantageous and advisable, and to pay out of the net rents and profits, if any, which may arise from said several properties, and out of the proceeds of such sales, first, the expenses incident to the management and conduct of the trust hereby created and reserved, including a commission of six per cent to the said Trustees upon the income and upon the said proceeds of such sales, for the services as trustees as aforesaid; second, the mortgage debt or debts upon said property or properties so sold, in the event the said property or properties are sold with the consent of the mortgagee or mortgagees, free of the mortgage or mortgages on said several properties; and then to pay and satisfy unto the creditors of the said Annie E. Bryan, who are parties of the second part to the aforesaid agreement, herein above referred to, their respective indebtedness, such payments to the said creditors of the said Annie E. Bryan to be made by the trustees, the said parties of the second part hereto, their survivors or successors in the trust, at such times as the said trustees, their survivors or survivor or their successors in the trust, may determine to be proper, in accordance as the proper management of the trust hereby created and reserved, as also the collection of the income and the receipts of the proceeds of the sale or sales of the property hereby conveyed, shall justify; said payments to the said creditors of the said Annie E. Bryan, the said parties of the second part to the aforesaid agreement, to be made upon a pro rata basis, unless any of said creditors should be entitled legally to any priority.

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

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

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

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

W I T N E S S the hand and seal of the said party hereto of the first part.

TEST: W. L. Holton, Jr.

Annie E. Bryan (SEAL)

131368

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

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

WITNESS my hand and notarial seal the day and year last above written.

Notary
Public
Seal.

W. L. Holton, Jr.
Notary Public.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. #10, folios 69 etc., a Land Record Book for Queen Anne's County.

Seal's
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for queen Anne's County, this 6th. day of September, in the year one thousand nine hundred and twenty nine.

B. Hackett Turner, Clerk.

EXHIBIT NUMBER 8.
Filed Sept. 10th. 1929.

CERTIFICATE OF VALUE.

At the request of Howard E. Price, Trustee for Annie E. Bryan, we the undersigned, appraised the tract of land or farm, known as "Sayer's Forest", or the "Saw Mill Farm", and the tract of woodland, known as "Parcel A of the Larrimore Tract".

Having first viewed said real estate, we now certify that, in our judgment, a fair value for said real estate would be as follows, that is to say:

1. That the said tract of land or farm, known as "Sayer's Forest", or the "Saw Mill Farm", situate in the Fifth Election District of Queen Anne's County, State of Maryland, lying on Cabin Creek and Hog Bay, and containing 242 acres, 3 roods and 28 perches of land, more or less, is worth about Seven Thousand Dollars (\$7,000.00); and

2. That the said tract of woodland, known as "Parcel A of the Larrimore Tract", situate in the said Fifth Election District of Queen Anne's County aforesaid, on the public road leading from Perry's Corner to Kent Island, containing 35.196 acres of land, more or less, is worth about Two Thousand Dollars (\$2,000.00).

Charles M. West

Chas. A. Busted.

EXHIBIT NUMBER 9.
Filed Sept. 10th. 1929.

July 29th. 1929.

Mr. Howard E. Price,
Trustee for Mrs. Annie E. Bryan,
Centreville, Maryland.

Dear Mr. Price:

We, Willard V. Bryan and Arthur W. Bryan, do hereby make you and / or the other parties interested in the same, an offer of \$10,000.00 for the tract of land or farm, known as "Sayer's Forest", or the "Saw-Mill Farm", situate in the Fifth Election District of Queen Anne's County, State of Maryland, lying on Cabin Creek and Hog Bay, and containing 242 acres, 3 roods and 28 perches of land, more or less, and in addition thereto we agree to pay all costs and expenses incident to the sale of said farm under a decree of the Circuit Court for Queen Anne's County, in Equity; provided, of course, that we will be able to obtain an unincumbered, marketable, fee simple title of, in and to the same; and provided further that this offer depends on the securing of a decree for the sale of said farm at private sale to us, and a final ratification of the sale by the Court.

We are ready and offer to buy said farm upon the following terms, that is to say: upon the passage of the decree by said Court authorizing and directing a private sale to us,

we will pay you as Trustee one-third of the purchase price in cash, and upon the final ratification of the sale by the Court, we will execute and deliver to you as Trustee a first mortgage on said farm in the sum of \$5,000.00, at 6% interest, and pay you as Trustee the balance of said purchase price, including the costs and expenses incident to said sale, whatever said balance may be, in cash. It is understood that all crops grown on said farm during the year 1929, (except the 1930 wheat crop hereinafter mentioned), shall remain the property of yourself as Trustee, you to pay all expenses incident thereto and the taxes on said farm for the year 1929. It is also understood that said farm will be sold subject to the tenancy of the present tenant, Ezekiel Hunter, for the balance of the year 1929 and for the year 1930; that we are to undertake the seeding of the wheat on said farm in the fall of this year (1929) and bear all expenses incident thereto; and that the insurance on the buildings on said farm shall be adjusted as of the date of the final ratification of the sale by the Court.

To show you our good faith, we hand you herewith a check for the sum of \$100.00 to bind the bargain so far as we are concerned, said \$100.00 to be applied by you as Trustee on the initial one-third payment on account of said farm if and when said Court passes said decree authorizing and directing a private sale to us.

Yours very truly,

Willard V. Bryan.

Arthur W. Bryan.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
"To lie in Office".
Filed Sept. 10th. 1929.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's THE STATE OF MARYLAND.
Place.

TO

R. Glen King and
Rita Bruce King.

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st. Monday of October next, to answer the complaint of Annie E. Bryan & Howard E. Price, Trustees &c., 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 September, 1929.
Issued the 10th. day of September in the year 1929.

B. Hackett Turner, Clerk.

Harper & Horney
Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of October next, being the Return Day.

B. Hackett Turner, Clerk.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.
"To lie in Office".
Filed Sept. 10th. 1929.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's THE STATE OF MARYLAND,
Place.

TO

Raymond C. Bryan and Alice T. Bryan, his wife, Howard Price Bryan, The Centreville National Bank of Maryland, a body corporate, The Queen Annes National Bank of Centreville, a body corporate, Preston R. Anderson and Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees under deed of Trust from Annie E. Bryan.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of Annie E. Bryan & Howard E. Price, Trustees, against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the 1st. Monday of September, 1929.
Issued the 10th. day of September in the year 1929.

B. Hackett Turner, Clerk.

Harper & Horney, Atty.
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.

ORDER OF PUBLICATION.
Filed Sept. 10th. 1929.

ORDER OF PUBLICATION.

ANNIE E. BRYAN, et al.,
Plaintiffs,

vs.

NINA E. WHITE, et al.,
Defendants.

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

Cause No.

The object of this suit is to procure the sale of the real estate hereinafter mentioned on the ground that such a sale will be to the interest and advantage of all parties concerned and the investment of the proceeds of sale under the direction of the Circuit Court for Queen Anne's County in Equity to enure to the same parties and in like manner as by the last will and testament of William J. Price, late of Queen Anne's County, Maryland, is provided.

The substance of the Bill of Complaint is as follows, to wit:

ANNIE E. BRYAN and
HOWARD E. PRICE, Trustee under the
last will and testament of Wil-
liam J. Price, deceased,
Plaintiffs,

vs.

NINA E. WHITE and
J. ST. PAUL WHITE, her husband,
R. GLENN KING and
RITA BRUCE KING, his wife,
RAYMOND C. BRYAN and
ALICE T. BRYAN, his wife,
HOWARD PRICE BRYAN,
THE CENTREVILLE NATIONAL BANK OF
MARYLAND, a body corporate,
THE QUEEN ANNE'S NATIONAL BANK OF
CENTREVILLE, a body corporate,
PRESTON R. ANDERSON and
HOWARD E. PRICE, THOMAS J. KEATING
and J. FRANK HARPER, Trustees
under deed of trust from Annie
E. Bryan,
Defendants.

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

Cause No.

H31368

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That William J. Price, late of Queen Anne's County, Maryland, departed this life in the year 1916, leaving a last will and testament duly executed to pass real estate, and which has been duly admitted to probate by the Orphans' Court of Queen Anne's County, and is now of record in the office of the Register of Wills for Queen Anne's County aforesaid, a certified copy of which said last will and testament and of said probate is filed herewith, marked "Exhibit No. 1", and is prayed to be taken as a part of this Bill of Complaint.

2. That the said William J. Price departed this life as aforesaid, seized and possessed, among other real estate, of the real estate hereinafter described, and which said real estate hereinafter described, together with certain other real estate, was by the said William J. Price, in "Item Twenty" of his said last will and testament, devised and bequeathed to his two sons, Thomas R. L. Price and one of your Orators, the said Howard E. Price, and to the survivor of them and their successor or successors in the trust, for the persons and purposes and upon the trust in said "Item Twenty" fully and at length set forth and expressed.

3. That this Honorable Court, by its order passed in Chancery Cause No. 2224 on the Chancery Docket of this Court on the 20th day of July, 1917, assumed jurisdiction of the trust created by said "Item Twenty" of said last will and testament, and the said Thomas R. L. Price and Howard E. Price, the Trustees named in said will, duly qualified as directed by said order.

4. That subsequent to the date of said order of this Court of July 20th. 1917, the said Thomas R. L. Price, one of the original Trustees under said last will and testament, resigned and relinquished his said trust, and this Court, by its order passed in said Chancery Cause No. 2224 on the 25th day of April, 1919, accepted said resignation of said Thomas R. L. Price, and did authorize, empower and direct the other said Trustee, Howard E. Price, one of the Orators, to continue to execute the trust created by said "Item Twenty" of said last will and testament.

5. That as will appear by reference to said "Item Twenty" (Sub Paragraph 1 and 2) of said last will and testament, a part of the corpus of the trust estate created by said "Item Twenty" of said last will and testament consists of real estate, as follows:

(a) That described in Sub Paragraph 1 as the tract of land or farm, known as "Sayer's Forest", or the "Saw Mill Farm", situate in the Fifth Election District of Queen Anne's County, State of Maryland, lying on Cabin Creek and Hog Bay, and containing two hundred and forty two (242) acres, three (3) roods and twenty eight (28) perches of land, more or less, and which was conveyed to the said William J. Price by Henry R. Lewis, Trustee, by deed dated October 13th. 1909, and recorded in Liber S. S. No. 7, folios 74, etc., a land record book for Queen Anne's County aforesaid.

(b) And that described in Sub Paragraph 2 as the tract of woodland, known as the "Larrimore Tract", formerly a part of the tract called "Sayer's Forest", situate in the Fifth Election District of Queen Anne's County aforesaid, on the public road leading from Perry's Corner to Kent Island, containing ninety eight (98) acres and thirty (30) perches of land, more or less, and which was conveyed to the said William J. Price by John B. Brown, Executor of R. T. Larrimore, deceased, by deed dated January 10th. 1880, and recorded in Liber J. W. No. 10, folios 276, etc., a land record book for Queen Anne's County aforesaid.

6. That as will appear by reference to the proceedings in the case of "Annie E. Bryan, et al. vs. Nina E. White, et al.", being Cause No. 2316 on the Chancery Docket of this Court, said tract of woodland was divided in two parcels and designated as "Parcel A" and "Parcel B", said "Parcel B" and the real estate described in Sub Paragraph (designated as "Parcel C" in said Chancery Cause No. 2316) having been sold under the decree of this Court filed in said Chancery Cause No. 2316, and said "Parcel A" (being timber or woodland), containing thirty five and one hundred and ninety six one-thousandths (35.196) acres of land, more or less, was reserved in its then present state in the trust estate in order to furnish building material and fuel for the use of the said tract of land or farm, known as "Sayer's Forest", or the "Saw Mill Farm". For the purpose of reference and description there is filed with this Bill, as a part thereof, a certified copy of the plat and certificate filed among the proceedings in said Chancery Cause No. 2316 showing the said land described in said Sub Paragraph 2 as now divided in said plat and certificate as "Parcel A" and "Parcel B", said certified copy of said plat and certificate being marked "Exhibit No. 2".

7. That said tract of land or farm, known as "Sayer's Forest", or the "Saw Mill Farm", and said tract of woodland, designated as "Parcel A", constitute as aforesaid a part of the corpus of the trust estate over which this Court has assumed jurisdiction in said Chancery Cause No. 2224; that under the terms and provisions of the trust created by said "Item Twenty" of said last will and testament the net rents, issues, profits, interest and income accruing and arising from said tract of land or farm and said tract of woodland are directed to be paid over by the Trustee, one of your Orators, to the other Orator, the said Annie E. Bryan, semi-annually, for and during the period of the natural life of the said Annie E. Bryan; and upon the death of the said Annie E. Bryan, it is provided by said "Item Twenty" that the trust shall cease and terminate, and the said tract of land or farm and said tract of woodland, together with certain other real estate, which has heretofore been sold under a decree of this Court as aforesaid, are by the said testator, William J. Price, then devised in fee to Nina E. White, Helen M. King, Raymond C. Bryan and Howard Price Bryan, all of whom, except Helen M. King, who is now deceased, are made Defendants to this Bill of Complaint.

8. That the said Helen M. King departed this life on the 8th day of February, 1920, in Baltimore City, State of Maryland, where she resided, leaving a last will and testament,

duly executed to pass real estate, which said last will and testament has been duly admitted to probate by the Orphans' Court of Baltimore City and a certified copy of said last will and testament with the said probate thereon duly filed and recorded in the office of the Register of Wills for Queen Anne's County, by the terms of which said last will and testament the said Helen M. King (who in said will described herself as Helen Bryan King) devises and bequeaths all her property, real, personal and mixed, unto her husband, R. Glenn King, who is made a Defendant to this Bill of Complaint. A certified copy of said record of said last will and testament and of said probate thereof is filed herewith, marked "Exhibit No. 3", as a part of this Bill of Complaint.

9. That the said Raymond C. Bryan, one of the Defendants to this Bill, did, by way of mortgage, dated the 22nd day of March, 1921, and recorded in Liber J. F. R. No. 6, folios 443, etc., a land record book for Queen Anne's County aforesaid, transfer and assign all his right, title, interest and estate of, in and to his undivided interest in remainder (of which the said tract of land or farm and said tract of woodland is a part) in said trust estate unto the said Annie E. Bryan, who, on the same day, duly assigned said mortgage unto The Centreville National Bank of Maryland, a body corporate, which is made a Defendant to this Bill of Complaint; A certified copy of said mortgage and said assignment is filed herewith, marked "Exhibit No. 4", as a part of this Bill of Complaint.

10. That the said Raymond C. Bryan did, by way of another mortgage, dated the 23rd. day of September, 1921, and recorded in Liber J. F. R. No. 7, folios 443, etc., a land record book for Queen Anne's County aforesaid, again transfer and assign all his right, title, interest and estate of, in and to his said undivided interest in remainder in said trust estate unto the said Annie E. Bryan, who, on the 24th. day of September, 1921, duly assigned said mortgage unto The Queen Anne's National Bank of Centreville, a body corporate, which is made a Defendant to this Bill of Complaint. A certified copy of said mortgage and said assignment is filed herewith, marked "Exhibit No. 5", as a part of this Bill of Complaint.

11. That the said Howard Price Bryan, one of the Defendants to this Bill, did, by way of mortgage, dated the 28th. day of February, 1922, and recorded in Liber J. F. R. No. 8, folios 364, etc., a land record book for Queen Anne's County aforesaid, transfer and assign all his right, title, interest and estate of, in and to his undivided interest in remainder in said trust estate unto Edwin H. Brown, Jr. and John Palmer Smith, who, on the same day, duly assigned said mortgage unto Preston R. Anderson, who is made a Defendant to this Bill of Complaint. A certified copy of said mortgage and said assignment is filed herewith, marked "Exhibit No. 6", as a part of this Bill of Complaint.

12. That the said Annie E. Bryan, one of your Orators, did, by way of a deed of trust for the benefit of her creditors, dated the 2nd. day of September, 1922, and recorded in Liber J. F. R. No. 10, folios 69, etc., a land record book for Queen Anne's County aforesaid, grant, convey and assign (among other things) one-half of the income to which she is entitled for life under the terms and provisions of the trust created by said "Item Twenty", of said last will and testament of the said William J. Price, deceased, unto the said Howard E. Price, Thomas J. Keating and J. Frank Harper, in trust for the uses and purposes set forth in said deed of trust. A certified copy of said deed of trust and of the agreement mentioned therein is filed herewith, marked "Exhibit No. 7", as a part of this Bill of Complaint.

13. That one of your Orators, Howard E. Price, has caused said farm and said woodland to be appraised by two persons, to wit: Charles M. West and Charles A. Busted, of Queen Anne's County aforesaid, each of whom is familiar with the value and character of said real estate, and that they, the said Charles M. West and Charles A. Busted, valued said farm at the sum of Seven Thousand Dollars (\$7,000.00) and the said woodland at the sum of Two Thousand Dollars (\$2,000.00). The appraisal or certificate of value, which is in writing, marked "Exhibit No. 8" is filed herewith as a part of this Bill of Complaint.

14. That one of your Orators, the said Howard E. Price, in his capacity as Trustee under the last will and testament of the said William J. Price, deceased, has received from Willard V. Bryan and Arthur W. Bryan, of Baltimore City aforesaid, an offer of Ten Thousand Dollars (\$10,000.00) for said farm coupled with an agreement to pay all costs and expenses incident to a sale of said farm under a decree of this Court, provided that they, the said Willard V. Bryan and Arthur W. Bryan, may purchase said farm at a private sale to be finally ratified by this Court and secure an unincumbered, marketable, fee simple title of, in and to the same, upon the following terms, to wit: the sum of Five Thousand Dollars (\$5,000.00) by way of a first mortgage on said farm and the balance of Five Thousand Dollars (\$5,000.00) and the costs and expenses incident to such sale in cash, which said offer for said farm is, in the opinion of your Orators, an excellent one (especially in view of the fact the said farm is worth only about the sum of Seven Thousand Dollars as shown by the appraisal mentioned in paragraph 13 above) and, if accepted, would be to the interest and advantage of all parties concerned. The offer, which is in writing, marked "Exhibit No. 9", is filed herewith as a part of this Bill of Complaint.

15. That your Orators are advised and charge that one of your Orators, the said Howard E. Price, the Trustee, is unable to secure a tenant to till and cultivate said tract of land or farm to the best interest and advantage of his cestui que trustants; that the said farm is and has been for sometime on a small, if any, income paying basis; that in order to place the said farm in a productive state large sums of money will have to be expended thereon; that said farm has been and is deteriorating in value to the detriment of the remaindermen; that said tract of woodland is not productive of any income whatsoever, and is, in fact, a burden upon the income derived from the said farm and other portions of the trust estate to the extent of the payment of the annual taxes levied thereon; that, if said farm be sold, said woodland will be more of a burden upon the income of said trust estate than heretofore; that said woodland is well set in timber and wood; that a large part of the timber is ripe and in condition to be manufactured into merchantable lumber, and, if not so manufactured, will soon begin to deteriorate and lessen in value; and for these and other reasons your Orators charge it will be to the interest and

advantage of all parties concerned that the said farm and said woodland be sold and the proceeds of sale invested under the direction of this Court to enure to the same parties and in like manner as by said "Item Twenty" of said last will and testament is provided.

16. That the said Annie E. Bryan and Howard E. Price, Trustee as aforesaid, the Plaintiffs, are adults and reside in Queen Anne's County, State of Maryland; that the said Nina E. White and J. St. Paul White, her husband, two of the Defendants, are adults and are non-residents of the State of Maryland, residing in the State of California; that the said R. Glenn King and Rita Bruce King, his wife, two other of the Defendants, are adults and reside in Baltimore City, State of Maryland; that the said Raymond C. Bryan and Alice T. Bryan, his wife, Howard Price Bryan and Preston R. Anderson, four other Defendants, are adults and reside in Queen Anne's County aforesaid; that the said body corporate, The Centreville National Bank of Maryland, and The Queen Anne's National Bank of Centreville, two other Defendants, are duly incorporated under the laws of the United States of America, with their principal office in Queen Anne's County aforesaid; and that the said Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees under deed of trust from Annie E. Bryan, are adults and reside in Queen Anne's County aforesaid, they being the remaining three Defendants.

TO THE END, THEREFORE:

1. That the said real estate, to wit: the tract of land or farm, known as "Sayer's Forest" or the "Saw Mill Farm", may be sold under decree of this Court by the said Howard E. Price, who is the trustee in said Chancery Cause No. 2224, at private sale to the said Willard V. Bryan and Arthur W. Bryan at and for the price and upon the terms set forth in their offer.

2. That the said real estate, to wit: the tract of woodland, designated as "Parcel A" of the "Larrimore Tract", may be sold under decree of this Court at public or private sale.

3. That the proceeds arising from the sale of both parcels of said real estate may be invested for the benefit of the parties to this suit according to their respective rights under the said last will and testament of the said William J. Price, deceased.

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

MAY IT PLEASE YOUR HONORS TO GRANT unto your Orators an Order of Publication, giving notice to the said Nina E. White and J. St. Paul White, her husband, who are non-residents of the State of Maryland, of the substance and object of this Bill of Complaint, and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed; and also the writ of subpoena against the said R. Glenn King and Rita Bruce King, his wife, directed to the Sheriff of Baltimore City aforesaid, and the writ of subpoena against the said Raymond C. Bryan and Alice T. Bryan, his wife, Howard Price Bryan, The Centreville National Bank of Maryland, a body corporate, The Queen Anne's National Bank of Centreville, a body corporate, Preston R. Anderson and Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees under deed of trust from Annie E. Bryan, directed to the Sheriff of Queen Anne's County aforesaid, commanding them and each of them to appear in this Court in person or by solicitor, at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.,

ANNIE E. BRYAN

HOWARD E. PRICE

Trustee for Annie E. Bryan.

HARPER and HORNEY
Solicitors for Plaintiffs.

IT IS THEREUPON, this 10th. day of September, 1929, ordered by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the Plaintiffs, by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County aforesaid, once in each of four successive weeks before the 13th day of October, 1929, give notice to Nina E. White and J. St. Paul White, her husband, who the Bill of Complaint states are nonresident Defendants of the State of Maryland, residing in the State of California, of the object and substance of said Bill of Complaint, warning them and each of them to appear in the Circuit Court for Queen Anne's County, in Equity, in person or by solicitor, on or before the 30th. day of October, 1929, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed.

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

Filed September 10th. 1929.

ANSWER.
Filed Sept. 11th. 1929.

ANNIE E. BRYAN, et al.,
 plaintiffs,

vs.

NINA E. WHITE, et al.,
 Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Nina E. White and J. St. Paul White, her husband, R. Glenn King and Rita Bruce King, his wife, Raymond C. Bryan and Alice T. Bryan, his wife, Howard Price Bryan, The Centreville National Bank of Maryland, a body corporate, The Queen Anne's National Bank of Centreville, a body corporate, Preston R. Anderson and Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees under deed of trust from Annie E. Bryan, the Defendants in the above cause, to the Bill of Complaint filed against them in said cause, to your Honors respectfully shows:

That these Defendants, jointly and severally, admit the several matters and things stated in the said Bill of Complaint to be true as therein set forth, and do hereby jointly and severally consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in said Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

Nina E. White

J. St. Paul White

R. Glenn King

Rita Bruce King

Raymond C. Bryan

Alice T. Bryan

Howard Price Bryan

THE CENTREVILLE NATIONAL BANK OF
 MARYLAND.

By William R. Wilson,
 Its President.

THE QUEEN ANNE'S NATIONAL BANK
 OF CENTREVILLE.

by John L. Rhodes,
 Its President.

Preston R. Anderson

Howard E. Price

Thomas J. Keating

J. Frank Harper

Trustees under deed of trust from
 Annie E. Bryan.

ATTEST: Spencer Wright,
 Its Cashier.

Seal's
 Place.

ATTEST: J. Lemuel Roberts,
 Its Cashier.

Seal's
 Place.

FINAL DECREE.
Filed Sept. 23rd. 1929.

ANNIE E. BRYAN, et al.,
 Plaintiffs,

vs.

NINA E. WHITE, et al.,
 Defendants.

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

Cause No. 2788.

FINAL DECREE

This cause standing ready for hearing and being submitted without argument, after Answer by the defendants, who are all sui juris, admitting the facts set forth in the Bill

of Complaint and consenting to the passage of the Decree, all the proceedings were read and considered:

It is thereupon, this 21st. day of September, in the year nineteen hundred and twenty nine, by the Circuit Court for Queen Anne's County in Equity, and by authority of said Court, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold; that Howard E. Price, of Queen Anne's County, State of Maryland, be, and he is hereby, appointed Trustee to make said sale; and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of fourteen thousand Dollars (\$14,000.00), if corporate surety be given, 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 a private sale of the tract of land or farm, known as "Sayer's Forest" or the "Saw Mill Farm", containing two hundred and forty two (242) acres, three (3) rods and twenty eight (28) perches of land, more or less, to Willard V. Bryan and Arthur W. Bryan, of Baltimore City, State of Maryland, at and for the sum of Ten Thousand Dollars (\$10,000.00) plus an amount equal to the costs and expenses incident to this suit, upon the following terms, to wit: the sum of Five Thousand Dollars (\$5,000.00) plus an amount equal to the costs and expenses incident to this suit to be paid in cash upon the day of sale; and the balance of Five Thousand Dollars (\$5,000.00) shall be secured by a first mortgage for a period of three years on said tract of land or farm to be executed upon the final ratification of said sale by this Court, with interest from date of said final ratification at the rate of six per centum per annum payable semi-annually from the date of said mortgage; which said mortgage shall be made payable to Howard E. Price, Trustee for Annie E. Bryan, his heirs, successors and assigns, and shall contain the usual covenants and a power of sale to be exercised in the event of default; and, as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to said 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 said sum hereinbefore required to be paid on the execution of said mortgage hereinbefore referred to (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 said Willard V. Bryan and Arthur W. Bryan, their heirs or assigns, the said tract of land or farm to them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or any of them;

AND it is further ADJUDGED, ORDERED and DECREED that the said Howard E. Price, Trustee as aforesaid, shall then proceed to make a private sale of the tract of woodland, designated as "Parcel A" of the "Larrimore Tract", containing thirty five and one hundred and ninety six one-thousandths (35.196) acres, and failing to find a purchaser or purchasers at private sale, shall then proceed to make a public sale of said tract of woodland, having given at least three weeks' previous notice by advertisement, inserted in a newspaper or newspapers printed and published in Queen Anne's County, State of Maryland, and such other notice as he shall think proper, if any, of the time, place, manner and terms of sale, which terms of sale shall be (in the event either a private or public sale is made) one-third in cash on the day of sale, and the balance in cash upon the final ratification of such sale by this Court, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the said Trustee, and, as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff or defendant, and those claiming by, from or under them, or any of them;

AND the said Trustee shall bring into this Court the money arising from said sales, to be re-invested or distributed according to law 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.

Filed Sept. 23rd. 1929.

Lewin W. Wickes.

CERTIFIED COPY OF BOND.
Filed Sept. 25th. 1929.

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of September, in the year 1929, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Howard E. Price, 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 Fourteen thousand dollars (\$14,000.00) current money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, and administrators; successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty fifth day of September, in the year nineteen hundred and twenty nine.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date the twenty first day of September, in the year nineteen hundred and twenty nine, and passed in a cause in said Court wherein Annie E. Bryan and Howard E. Price, Trustee under the last will and testament of William J. Price, deceased, are plaintiffs, and Nina E. White and others, are defendants, being Cause No. 2788 on the Chancery Docket of said Court, the above bounden Howard E. Price, 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 bounden Howard E. Price, do and shall well and faithfully perform and execute the trust reposed in him by said decree or that might 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:

Hilda T. Seward.

Seal's Place.

Howard E. Price. (SEAL)
United States Fidelity and Guaranty Company,
By William R. Horney.
Its attorney in fact.

Attest: Hilda T. Seward.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed September 25th. 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. 48, 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 September, in the year 1929.

B. Hackett Turner, Clerk.

FIRST REPORT OF SALE.
Filed October 7th. 1929.

ANNIE E. BRYAN, et al.,

vs.

NINA E. WHITE, et al.

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

Cause No. 2788.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Howard E. Price, Trustee, appointed by the decree in the above entitled cause to make sale of the real estate in these proceedings mentioned and described, to your Honors, respectfully sets forth:

1. That after giving bond with such surety as the Clerk of this Court did approve conditioned for the faithful performance of the trust reposed in him by said decree, he did on the fifth day of October, nineteen hundred and twenty nine, by virtue and in execution of said decree, proceed to sell and sold, at private sale, ALL that tract of land or farm, known as "Sayer's Forest" or the "Saw Mill Farm", situate in the Fifth Election District of Queen Anne's County, State of Maryland, lying on Cabin Creek and Hog Bay, containing two hundred and forty two (242) acres, three (3) rods and twenty eight (28) perches of land, more or less, to Willard V. Bryan and Arthur W. Bryan, of Baltimore City, State of Maryland, as tenants in common, at and for the sum of Ten Thousand Six Hundred Seventy Eight Dollars and Eighty Cents (\$10,678.80).

2. That the said Willard V. Bryan and Arthur W. Bryan have complied with the terms of sale as prescribed by said decree by paying, in cash, to your Trustee the sum of Five Thousand Six Hundred Seventy Eight Dollars and Eighty Cents (\$5,678.80), and did agree to execute and deliver a first mortgage on said tract of land or farm for the balance of said purchase money, to wit: the sum of Five Thousand Dollars (\$5,000.00), upon the final ratification of said sale by this Court, said mortgage to be payable three years from its date and to bear interest in the meantime at the rate of six per centum per annum payable semi-annually from its date, which said mortgage is to be made payable to Howard E. Price, Trustee for Annie E. Bryan, his heirs, successors and assigns, and will contain the usual covenants and a power of sale to be exercised in the event of default.

3. That at the time of said sale it was further agreed that all crops grown on said farm during the year 1929, (except the 1930 wheat crop hereinafter mentioned), would remain the property of your Trustees, your Trustee to pay all expenses incident thereto and the taxes on said tract of land or farm for the year 1929; that said tract of land or farm was sold subject to the tenancy of the present tenant, Ezekiel Hunter, for the balance of the year 1929 and for the year 1930; that the said Willard V. Bryan and Arthur W. Bryan would undertake the seeding of the wheat on said tract of land or farm in the fall

of this year (1929) and bear all expenses incident thereto; and that the insurance on the buildings on said tract of land or farm would be adjusted as of the date of the final ratification of said sale by this Court.

Respectfully submitted,

Howard E. Price
Trustee.

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

I HEREBY CERTIFY that on this 7th. day of October, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard E. Price, the above named Trustee, and made oath in due form of law that the foregoing REPORT OF SALE is true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

B. Hackett Turner
Clerk.

N I S I.

ANNIE E. BRYAN, et al.,

vs.

NINA E. WHITE, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2788.

ORDERED, This 7th. day of October, A. D., 1929, that the sale of the real estate made and reported in this cause by Howard E. Price, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 14th day of November next.

The Report states the amount of sales to be \$10,678.80.

Filed October 7th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Dec. 18th. 1929.

NISI.

ANNIE E. BRYAN, et al.

vs.

NINA E. WHITE, et al.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2786.

ORDERED, This 7th. day of October, A.D. 1929, that the sale of the real estate made and reported in this cause by Howard E. Price, Trustee, be ratified and confirmed, unless cause by Howard E. Price, Trustee, shown on or before the 14th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 14th day of November next.

The Report states the amount of sales to be \$10,678.80.

B. HACKETT TURNER, Clerk.

True Copy Test:-

B. HACKETT TURNER, Clerk.

Filed--October 7th. 1929.

THE CENTREVILLE OBSERVER.

Centreville, Md., December 18th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the NISI in the case of Annie

H31368
E. Bryan, et al. vs. Nina E. White, 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 14th day of November in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Filed December 18th. 1929.

PETITION FOR THE
ALLOWANCE OF A FEE.
Filed Dec. 18th. 1929.

CERTIFICATE OF CLERK.

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that no exceptions have been filed to the sale made and reported in the foregoing Report of Sale.

B. Hackett Turner
Clerk.

Date:- December 18th. 1929.

PETITION FOR THE
ALLOWANCE OF A FEE.
Filed December 18th. 1929.

ANNIE E. BRYAN, et al.,

vs.

NINA E. WHITE, et al.

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

Cause No. 2788.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harper and Horney, to your Honors, respectfully shows:

That as attorneys for the plaintiffs, they prepared the bill of complaint and the other papers necessary to be filed by the plaintiffs in the above cause and conducted the proceedings in said cause up to the final decree passed therein; and that they rendered legal assistance to the Trustee, Howard E. Price, in the proceedings subsequent to said decree, including the preparation of the Trustee's Bond, the advertisement and report of sale, and other papers.

Your Petitioners pray that this Honorable Court may pass an order allowing them a reasonable counsel fee for the legal services rendered by them as attorneys as aforesaid, the same to be paid by the said Trustee out of the proceeds of the sale made under the proceedings in said cause.

And as in duty bound, etc.,

Filed December 18th. 1929.

Harper & Horney

Upon the foregoing petition, IT IS ORDERED, this 19 day of December, 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 Howard E. Price, the Trustee in the above cause, be and he is hereby authorized and empowered to pay, out of the proceeds of the sale of the real estate made by him under the proceedings in said cause, the sum of fifty Dollars (\$50.00) to the Petitioners, Harper and Horney, as counsel fee for the legal services rendered by the said Harper and Horney as the attorneys for the plaintiffs in said cause.

Filed December 20th. 1929.

Lewin W. Wickes.

ORDER OF COURT RATIFYING SALE.

ANNIE E. BRYAN, et al.,

vs.

NINA E. WHITE, et al.

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

Cause No. 2788.

ORDERED, this 19th. day of December, 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 of the real estate made by Howard E. Price, Trustee, 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 October, nineteen hundred and twenty nine; that the said Howard E. Price, Trustee as aforesaid, is allowed the usual commissions allowed by this Court upon sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

Filed December 20th. 1929.

Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed May 24th. 1930.

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

Annie E. Bryan, et al.,
vs,
Nina E. White, et al.) Cause No. 2788.

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 land sold under the proceedings of this cause was devised by William J. Price by Item 20 of his will (a copy of which is herein filed) unto Howard E. Price, in trust for the benefit of Annie E. Bryan for her life and at her death for the benefit of her children; that said land was sold in this cause upon the ground that a sale thereof would be to the interest and advantage of all the parties to whom said land was so devised, and that under these proceedings the net proceeds of the sale of this cause will be held by the said Howard E. Price as trustee under said Item in the same manner as if the land so sold had not been converted into money.

That it appears from the proceedings of this cause that the purchasers of the property sold in this cause agreed to pay for said land a sum of money sufficient to pay all costs and commissions incident to the sale and to net for the parties entitled under said Item of said will to the land sold \$10,000.00, to be taken by the trustee above named, in lieu of the land.

That in the within account Howard E. Price, the trustee appointed by the decree of this cause to make the sale of this cause, is charged with the sum of \$10,678.80, the purchase price named in the report of sale filed in this cause, and a sum of money sufficient to carry out the agreement of sale above mentioned.

That, in the within account the said trustee of this cause is allowed his commissions for making the sale according to the rule of this Court, the court costs of the cause in accordance with the statement of the Clerk of the Court, the costs of his bond, the cost of advertising the several orders nisi of the cause, the fee allowed Harper & Horney for services rendered in this cause per order of Court, and the fee of the auditor. The balance then remaining is the sum of \$10,000.00, and in the within account the same is awarded unto Howard E. Price, trustee under Item 20 of the will of William J. Price heretofore mentioned, to be held by the said trustee in trust in the same manner and under the same terms as the land sold in this cause was devised to be held.

Respectfully submitted,

May 23, 1930.

Madison Brown
auditor.

Cause No. 2788.

The proceeds of the sale of the real estate sold in the proceedings of the above entitled cause under the name of The Saw Mill Farm as the property of the trust estate created by Item 20 of the last will and testament of William J. Price in course of administration in Cause 2224 of this Court IN ACCOUNT WITH Howard E. Price as trustee appointed by the decree passed in said Cause 2788 to make sale of said real estate.

1929, Oct. 7

Cr.

By the gross amount of the sale set forth in the report of sale filed in the above entitled cause, to wit:

\$10,678.80

Dr.

To Howard E. Price, for his commissions as trustee for making said sale per rule of Court, to wit: sum of \$472.15

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To do., for the Court costs of this cause per statement of Clerk filed:			
Costs of B.H. Turner, Clerks:	\$73.15		
Appear. fee of Harper & Horney:	10.00		
Costs of W.T.Bishop, Register of Wills:	10.00	93.15	
To do., for amount paid the corporate surety on his bond filed herein as cost of same, per receipted bill filed, to wit: the sum of			42.00
To do., for cost of advertising the order nisi on sale and order nisi on audit in Centreville Observer, per receipted account for same exhibited, to wit:			8.00
To do., for the amount of the fee paid Harper & Horney under the order of Court passed in this cause per receipted account for same, to wit: the sum of			50.00
To Madison Brown, auditor, for stating this account, to wit: the sum of		113.50	
		<u>\$ 678.80</u>	
To balance carried below, to wit: the sum of		10,000.00	
		<u>\$10,678.80</u>	<u>\$10,678.80</u>
By balance brought down, to wit: the sum of			\$10,000.00
To Howard E. Price, trustee under Item 20 of the last will of William J. Price mentioned in this cause, to be held by him in trust in the same manner and under the same terms as the land sold in this cause is devised by said item to be held, the whole of said balance, same consisting of cash to the amount of	\$5,000.00		
and of a purchase money mortgage to the amount of	5,000.00	\$10,000.00	<u>\$10,000.00</u>

May 23, 1930.

Madison Brown
auditor.

NISI RATIFICATION OF AUDIT.

Annie E. Bryan et al.	}	IN THE CIRCUIT COURT
vs.		FOR QUEEN ANNE'S COUNTY
Nina E. White, et al.		IN EQUITY.

CASE NO. 2788.

ORDERED, This 24th. day of May, in the year nineteen hundred and 30 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 June, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of June, 1930, in some newspaper printed and published in Queen Anne's County.

Filed May 24th. 1930. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT.

NISI RATIFICATION OF AUDIT.

Annie E. Bryan, et al.,
vs.
Nina E. White, et al.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2788.

ORDERED, this 24th. day of May, 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 21st day of June, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of June, 1930, in some newspaper printed and published in Queen Annes County.

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed-May 24th. 1930.

THE CENTREVILLE OBSERVER.

Centreville, Md., June 23, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Annie C. Bryan, et al. vs. Nina E. White, 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 14 day of June, in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed July 21st. 1930.

By Margaret E. Durney.

ANNIE E. BRYAN, et al.,

vs.

NINA E. WHITE, et al.

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

Cause No. 2788.

ORDERED, this 21st. day of July, in the year nineteen hundred and thirty, 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 provided in the previous order nisi passed thereon and duly published as therein directed, and the Trustee is directed to apply the proceeds of sale to the payment of the costs and expenses and commissions accordingly, and the balance of Ten Thousand Dollars (\$10,000.00) as ascertained by said Report and Account to be in the hands of Howard E. Price, Trustee in this Cause, is hereby directed to be reported by said Trustee in this Court in Chancery Cause No. 2224 to be in said cause held and invested and to inure to the benefit of the same persons and in like manner as if it were real estate passed under Item Twenty of the last will and testament of William J. Price, deceased.

Filed July 21st. 1930.

Lewin W. Wickes.

SECOND REPORT OF SALE
Filed September 14, 1937.

ANNIE E. BRYAN, ET AL.,

vs.

NINA E. WHITE, ET AL.

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

Cause No. 2788.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Second Report of Sale of the real estate made in this cause by Howard E. Price, the Trustee appointed to make such sales, unto your Honors, respectfully shows:-

1. That pursuant to the decree of this Honorable Court passed on the 21st day of September, 1929, your Trustee filed in this cause a bond in the penalty of Fourteen Thousand Dollars (\$14,000.00), with corporate surety thereon, duly approved by the Clerk of this Court.
2. That having filed said bond your Trustee proceeded to sell and did sell the tract of land or farm mentioned in said decree as "Sayer's Forest" or the "Saw Mill Farm" and reported the same to this Court in his first report of sale filed in this cause on the 23rd day of September, 1929.
3. That by the terms of said decree your Trustee was further ordered to sell at private sale the tract of woodland mentioned in said decree as "Parcel A" of the "Larrimore Tract", and failing to find a purchaser at private sale to proceed to make a public sale thereof.
4. That your Trustee was then and has been until recently unable to find a purchaser of said tract of woodland at private sale, and owing to economic conditions, hesitated to offer said tract of woodland at public sale.
5. That recently your Trustee received a bid for said tract of woodland, which is described as follows, to wit:

ALL that tract of woodland, known as "Parcel A" of the "Larrimore Tract", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the public road leading from Perry's Corner to Kent Island, and more particularly described by metes and bounds, courses and distances, according to a certificate of survey and plat thereof made on the 1st day of April, 1919, by S. Chester Coursey, Surveyor for Queen Anne's County, a certified copy of which is filed among the proceedings in this cause, as follows, to wit: BEGINNING in the middle of the aforesaid public road at the corner of the woodland nearest Perry's Corner and running thence North 39° East,

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37 rods to a stone; thence South 51° East, 4.1 rods to a stone; thence North 4° East, 60 rods to a stone; thence North 86° West, 81.7 rods to a stake; thence South 7° West, 45 rods to the public road; and thence South 50° 15' East, 73 rods to the place of beginning, containing 35.196 acres of land, more or less;

and, on the 11th day of September, 1937, sold the same, at private sale, unto Talisman, Inc., a body corporate, duly incorporated under the laws of the State of Maryland, at and for the sum of One Thousand Dollars (\$1,000.00).

6. That said body corporate, Talisman, Inc., has paid unto your Trustee the sum of One Hundred Dollars (\$100.00), on account of the purchase price, and has agreed to pay the balance in cash upon the final ratification of the sale by this Honorable Court.

7. That your Trustee further reports that, having made numerous efforts to secure a greater sum for said tract of woodland and failed, and this being the first offer received therefor at any price, he believes that the price obtained is as great as if not greater than would be obtained at a public sale thereof.

Respectfully submitted,

HOWARD E. PRICE
Trustee.

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

I HEREBY CERTIFY that on this 14th day of September, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard E. Price, Trustee in the above entitled cause, 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 fide as therein stated, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WM. H. CARTER
Clerk.

Filed Sept. 14th, 1937.

N I S I

Annie E. Bryan, et. al.)
VS.) IN THE CIRCUIT COURT
Nina E. White, et al.) FOR QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 2788.

ORDERED, This 14th day of September A. D., 1937, that the sale of the real estate made and reported in this cause by Howard E. Price, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th. 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 18th. day of October next.

The Report states the amount of sales to be \$1000.00.

WILLIAM H. CARTER Clerk.

Filed September 14th, 1937.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Nov. 24, 1937.

N I S I

ANNIE E. BRYAN, et. al.,
vs.
NINA E. WHITE, et. al.,

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2788.

ORDERED, This 14th day of September A. D., 1937, that the sale of the real estate, made and reported in this cause by Howard E. Price, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of October next.

The Report states the amount of sales to be \$1,000.00.

WILLIAM H. CARTER, Clerk
True Copy-
Test:
WILLIAM H. CARTER, Clerk

Filed September 14th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 23, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Annie E. Bryan, et al. vs. Nina E. White, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-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 in said newspaper on the 16th day of September, 1937, being more than four weeks before the 18th day of October, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Bertha G. Durney

Filed Nov. 24th, 1937.

ORDER OF COURT
Filed Nov. 30, 1937.

ANNIE E. BRYAN, ET AL.,
vs.
NINA E. WHITE, ET AL.

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In the Circuit Court for
Queen Anne's County
in Equity.
Cause No. 2788.

ORDERED, this 27th day of November, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by Howard E. Price, the trustee, and reported by him in his second report of sale filed in this 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 duly given as required by the preceding order nisi heretofore passed in this cause; and the said Howard E. Price, trustee as aforesaid, is allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

J. OWEN KNOTTS
Judge.

Filed Nov. 30th, 1937.

REPORT AND ACCOUNT OF
THE AUDITOR
Filed Feb. 8, 1938.

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

Annie E. Bryan, et al.,
vs.
Nina E. White, et al.

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Cause No. 2788.

To the Honorable, the Judges of said Court:

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

The within account is based upon the report of a sale filed in this cause September 14, 1937 by Howard E. Price, trustee of the cause, and the land mentioned in the report of sale and in the within account is the tract called "Parcel A of the Larri-more Tract" described fully in the report of sale.

In the within account Howard E. Price, trustee, is charged with the amount of the gross sale of the real estate mentioned per his report of sale and then thereout the following allowances have been made;

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of February, in the year nineteen hundred and twenty eight, the following Application of State Roads Commission of Maryland for Warrant to Sheriff for Jury of Inquest was filed, for record, to wit:-

STATE OF MARYLAND	(	IN THE CIRCUIT
VS	)	COURT FOR
ROWLAND MORGAN AND	(	QUEEN ANNE'S
MAJORIE MORGAN, HIS WIFE,	)	COUNTY.
CHARLES JARRELL, MORTGAGEE.	(

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of John N. Mackall, Barnett Darvall and W.W. Brown, constituting the State Roads Commission of Maryland, created by and existing under an act of the General Assembly of Maryland, acting in these proceedings for and in the name of the State of Maryland, by their attorneys, Thomas H. Robinson, Attorney General, Robert H. Archer, Assistant Attorney General and Edwin H. Brown, Jr. Special Counsel, respectfully represents;

1. That the State Roads Commission cannot agree with Rowland Morgan and Majorie Morgan his wife for the purpose, use and occupation of the following described land situate in Queen Anne's County, State of Maryland, said land being a part of the farm called "Colereine" or "The William Richardson Farm" and being in the Sixth Election District of Queen Anne's County on both sides of the public road leading from Centreville by way of Starr to Hillsboro and is more fully described in a deed from J. Raymond Richardson, Administrator, c.t.a.d.b.n. of William Richardson dated August 12th. 1924, and recorded in Liber B.H.T. #2, folios 219 &c. a land record book for Queen Anne's County, and wanted by the said State of Maryland for use as a state road, and for the construction and completion of the system of roads in said State, especially the state road leading from Queen Anne to Starr, in Queen Anne's County, Maryland and necessary for such purpose, and which is required by said State for public convenience and necessity, which said land is more particularly described in metes and bounds, courses and distances, to wit:-

Parcel #1. Beginning for the same at a point on the southwest side of the present road, said point being opposite station 107/00 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled "Plan and Profile of the State Road in Queen Anne's County from Queen Anne towards Starr, Contract #Q-41, Station 0/00 to Station 274/00" and approved by John N. Mackall, Chief Engineer, January 25, 1928, and running thence south forty one degrees fifty eight minutes west (S.41°58'W.) for a distance of eight feet (8') to intersect the southwest right of way line of the proposed road from Queen Anne toward Starr, thence and binding on said southwest right of way line by a curve to the right whose radius is one thousand two hundred ninety seven and fifty eight one hundredths feet (1,297.58') for a distance of one hundred sixty three and five tenths feet (163.5') to intersect the southwest side of the present road, thence and binding along said southwest side of the present road south forty eight degrees, fifty seven minutes East (S.48°57'E.) for a distance of one hundred sixty three and five tenths feet (163.5') more or less to the apoint of beginning, said tract containing in all two one hundredths of an acre, more or less (0.02-).

Parcel #2. Beginning for the same at the intersection of the west side of the present road with the west right of way line of the proposed road, said intersection being at station 111/46 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled "Plan and Profile of the State Road in Queen Anne's County from Queen Anne toward Starr, Contract #A-41, Station 0/00 to Station 274/00" and approved by John N. Mackall, Chief Engineer, January 25th. 1928, and running thence and binding on said west right of way line by a curve to the right whose radius is one thousand, two hundred ninety seven and fifty eight one hundredths feet (1297.58') for a distance of one hundred seventy one and five tenths feet (171.5) to intersect the south side of a public road, thence and binding along said south side of said public road north seventy seven degrees, seven minutes East (N.77° 17'E.) for a distance of fourteen feet (14') to intersect the west side of the present road, thence and binding along said west side of said present road south twenty two degrees, eight minutes east (S.22° 08'E.) for a distance of one hundred sixty eight and five tenths feet (168.5') more or less to a point of beginning, said tract containing in all three one hundredths of an acre more or less (0.03-).

Parcel #3. All that lot or parcel of land forty feet (40') wide with the necessary slopes, the center line of which is described as follows: Beginning for the same at the intersection of the center line of the proposed road with the north side of the present road, said intersection being at station 121/42 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled, "plans and Profile of the State Road in Queen Anne's County from Queen Anne to Starr, Contract #Q-41, Station 0/00 to Station 274/00" and approved by John N. Mackall, Chief Engineer, January 25th. 1928, and running thence and binding on said center line of said proposed road by a curve to the right whose radius is three thousand nine hundred ninety seven and forty nine one hundredths feet (3,997.49') for a distance of two hundred twenty feet (220') thence and still binding on

said center line of said proposed road north thirty one degrees thirty minutes East (N.31°30'E.) for a distance of one thousand one hundred fifty eight feet (1,158') more or less to intersect the division line between the properties of the said Rowland Morgan and C.E. Stewart, said intersection being at station 138/20 on the plans hereinbefore referred to, said tract containing in all one and twenty seven hundredths acres, more or less (1.27).
All of which will appear by reference to the plat annexed hereto and made a part hereof.

Description of Right of Way through Property of Rowland Morgan.
In Queen Anne County, Contract #Q-41, Parcel No.1.

Beginning for the same at a point on the southwest side of the present road, said point being opposite station 107/00 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled, "Plan and Profile of the State Road in Queen Anne's County from Queen Anne toward Starr, Contract #Q-41, Station 0/00 to Station 274/00" and approved by John N. Mackall, Chief Engineer, January 25, 1928, and running thence south forty one degrees, fifty eight minutes west (S.41° 58' W.) for a distance of eight feet (8') to intersect the southwest right of way line of the proposed road from Queen Anne toward Starr, thence and binding on said southwest right of way line by a curve to the right whose radius is one thousand two hundred ninety seven and fifty eight one hundredths feet (1,297.58') for a distance of one hundred sixty three and five tenths feet (163.5') to intersect the southwest side of the present road, thence and binding along said southwest side of the present road south forty eight degrees, fifty seven minutes east (S.48°57'E.) for a distance of one hundred sixty three and five tenths feet (163.5') more or less to the point of beginning, said tract containing in all two one hundredths of an acre more or less (0.02).

Description of Right of Way through property of
Rowland Morgan in Queen Anne's County, Contract #Q-41, Parcel No.2.

Beginning for the same at the intersection of the west side of the present road with the west right of way line of the proposed road, said intersection being at station 111/46 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled "Plan and Profile of the State Road in Queen Anne's County from Queen Anne toward Starr, Contract #A-41, Station 0/00 to Station 274/00", and approved by John N. Mackall, Chief Engineer, January 25, 1928, and running thence and binding on said west right of way line by a curve to the right whose radius is one thousand, two hundred ninety seven and fifty eight one hundredths feet (1,297.58') for a distance of one hundred seventy one and five tenths feet (171.5') to intersect the south side of a public road, thence and binding along said south side of said public road north seventy seven degrees, seven minutes east (N.77° 07'E.) for a distance of fourteen feet (14') to intersect the west side of the present road, thence and binding along said west side of said present road south twenty two degrees eight minutes East (S.22° 08'E.) for a distance of one hundred sixty eight and five tenths feet (168.5' more or less to the point of beginning, said tract containing in all three one hundredths of an acre more or less (0.03-)

Description of Right of Way through Property of Rowland Morgan in
Queen Anne's County, Contract #Q-41, Parcel No.3.

All that lot or parcel of land forty feet (40' wide with the necessary slopes, the center line of which is described as follows:-
Beginning for the same at the intersection of the center line of the proposed road with the north side of the present road, said intersection being at station 121/42 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled "Plan and Profile of the State road in Queen Anne's County from Queen Anne toward Starr, Contract #Q-41, Station 0/00 to Station 274/00 and approved by John H. Mackall, Chief Engineer, January 25, 1928, and running thence and binding on said center line of said proposed road by a curve to the right whose radius is three thousand nine hundred and ninety seven and forty nine one hundredths feet (3,997.49') for a distance of two hundred twenty feet (220'), thence and still binding on said center line of said proposed road north thirty one degrees, thirty minutes east (N.31° 30' E.) for a distance of one thousand one hundred fifty eight feet (1,158' more or less to intersect the division line between the properties of the said Rowland Morgan and C.E. Stewart, said intersection being at station 138/20 on the plans hereinbefore referred to, said tract containing in all one and twenty seven hundredths acres more or less (1.27).

This space dedicated to the Plat above referred to as a part of these proceedings, and not recorded but will be found among the original papers in this case, being No. 2 Petitions, Jan'y. 1928.

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2. That the said .and is and has been by the State Roads Commission of Maryland found and determined to be desirable and necessary to the construction of a certain State Road in Queen Anne's County, in the State of Maryland, running from Queen Anne to Starr, Maryland in said county, and for the completion of the system of improved roads of the State, and to carry out the purpose of the various acts passed in reference thereto.

3. That Rowland Morgan and Marjorie Morgan, his wife own, as tenants by the entireties, certain lands over which the said proposed road will pass in a course shown by the foregoing plat and description and that said land is needed by the State Roads Commission for the construction, location and improvements of said land.

That said land is subject to a mortgage made by the said Rowland Morgan and Majorie Morgan, his wife to one Charles Jarrell and dated the 12th. day of August, 1924, and recorded among the land record books in Queen Anne's County, in Liber B.H.T.#2, folios 222 &c, and given to secure the payment of \$3500 with interest as therein expressed;

That there are no other liens on said land of the said Rowland Morgan and Marjorie Morgan, his wife, of which the land occupied by the proposed road above described, is a part.

WHEREFORE application is hereby made to your Honors to issue your warrant under your hands and seals, directed to the Sheriff of Queen Anne's County, requiring him to summon a jury of twenty inhabitants of said County, not related to the owner or owners of said land, or in anywise interested in said land, to meet on the land to be valued, and condemned as above described, on a day named in said warrant, not less than ten nor more than twenty days after the issuing of the same, to value the damages which the owner or owners of said property will sustain by reason of the occupation of said land for the purposes aforesaid, according to the provisions of the laws of the State of Maryland.

Thomas H. Robinson,
Attorney General.

Robert H. Archer.
Assistant Attorney General

Edwin H. Brown, Jr.
Special Counsel.
(Attorneys for the State Roads
Commission of Maryland)

Warrant to Sheriff to summon a Jury of Inquest,
filed March 16th. 1928.

STATE OF MARYLAND

VS

ROWLAND MORGAN AND
MARJORIE MORGAN, HIS
WIFE AND CHARLES JARRELL,
MORTGAGEE.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S
COUNTY.

WARRANT.

TO FRANK Y. WHITELY, SHERIFF OF QUEEN ANNE'S COUNTY:-

In pursuance of the foregoing application and the provisions of the laws of the State of Maryland, made and provided for the condemnation of property in such cases, you are hereby required to summon a jury of twenty inhabitants of Queen Anne's County, qualified to act as jurors under the laws of the State of Maryland, not related to the parties, nor to the owner or owners of said property, nor in anywise interested in said land, to meet on the land described in the application and the plat hereto annexed, at ten o'clock A.M. on the 15th. day of March, 1928, and if at said time and place any of said jurors do not attend, you shall immediately summon so many persons similarly qualified as together with those in attendance shall make up twenty, and from such panel the State of Maryland, as one party, may strike off four jurors, and the said Rowland Morgan, and Marjorie Morgan, his wife and Charles Jarrell, as the other party, may strike off four jurors and, and if either of said parties be not present either in person or by agent, or being present in person or by agent, refuse to strike off, you, for the party or parties so absent or refusing to strike, shall strike off four jurors, and the remaining twelve shall act as the Jury of Inquest of damages; and to each before he acts as such juror you shall administer an oath or affirmation that he will justly and impartially value the damages which the owners of the land will sustain by the use and occupation of the land described in the warrant, and in the application and the annexed plat filed in these proceedings, required by the State Roads Commission of Maryland, and in estimating said damages he is to consider the special benefits which will accrue to the owners of the property by reason of the construction of said road, but only in the extinguishment of the claim for damages, and find whether or not the condemnation of said land is necessary and proper for the use of the State Roads Commission of Maryland for the use as a State road of the State of Maryland.

And you will see that the Jury reduce their inquisition to writing and also sign and seal the same and return the same to the Clerk of the Circuit Court for Queen Anne's County, and this shall be your warrant therefor.

Witness my hand and seal, this 28th. day of February, 1928.

Thomas J. Keating. (SEAL)
One of the Judges of the Circuit Court for Queen Anne's County, Md..

Notice of Condemnation to be served on Defendants, filed March 16th. 1928.

March 1st. 1928.

Rowland Morgan,
Marjorie Morgan
and Charles Jarrell,
Mortgagee.

You are hereby notified that application has been filed by the State Roads Commission of Maryland, on behalf of the State of Maryland, in the Circuit Court for Queen Anne's County, for the condemnation of a piece of property owned by Rowland Morgan and Marjorie Morgan, his wife in Queen Anne's County, State of Maryland, binding on the State road leading from Queen Anne to Starr, for use as a portion of the State Road. A warrant has been issued to the Sheriff of Queen Anne's County directing him to summon twenty jurors to meet on the property at ten o'clock A.M. on the 15th. day of March, 1928.

If you wish to take part in the proceedings you are hereby notified to be present in person or by agent or attorney.

A copy of the application and the warrant which give a full description of the property sought to be condemned, are enclosed herewith.

Thomas H. Robinson.
Attorney General.

Robert H. Archer
Assistant Attorney General.

Edwin H. Brown, Jr.
Special Counsel.
(Attorneys for The State Roads
Commission of Maryland.)

SHERIFF'S RETURN.

The within notice, together with a copy of the application and warrant therein mentioned, served upon Rowland Morgan, Marjorie Morgan, his wife and Charles Jarrell, and copies of said notice, application and warrant left with the said Rowland Morgan, Marjorie Morgan, his wife and Charles Jarrell, this 1st. day of March, 1928.

Frank Y. Whiteley,
Sheriff of Queen Anne's County.

SHERIFF'S RETURN filed March 16th. 1928.

STATE OF MARYLAND

VS.

ROWLAND MORGAN AND
MARJORIE MORGAN, HIS
WIFE AND CHARLES
JARRELL, MORTGAGEE.

IN THE CIRCUIT

COURT FOR

QUEEN ANNE'S COUNTY.

INQUISITION.

THIS INQUISITION, taken this 15th. day of March, in the year nineteen hundred and twenty eight, on application of the State of Maryland, acting by and through the State Roads Commission of Maryland, to the Honorable, the Judges of the Circuit Court for Queen Anne's County, and on the warrant of Thomas J. Keating, one of the Judges of the Circuit Court for Queen Anne's County, to value the land of Rowland Morgan and Marjorie Morgan, his wife, required by the said State of Maryland for use in perpetuity for the construction of a State road and completion of the system of roads in the State of Maryland, especially the State Road leading from Queen Anne to Starr, and to ascertain whether such land is needed by the State of Maryland, acting by and through the State

Roads Commission of Maryland, for the purpose aforesaid, according to the provisions of the laws of the State of Maryland, made and provided for the condemnation of property, for the opening, closing, widening or straightening of highways.

WITNESSETH; that we, the jurors whose names are hereto subscribed and seals affixed, none of whom is in anywise interested or related to any of the parties interested in said land, nor stockholders in any corporation interested in said land, being duly empaneled, and each of us before acting as jurors having been sworn and charged in presence of Almighty God to justly and impartially value the land and other property taken and other damages which Rowland Morgan and Marjorie Morgan, his wife, and Charles Jarrell, Mortgagee, will sustain by the use and occupation in perpetuity of the property described in the application in these proceedings required by the State of Maryland for the construction of a state road of the State of Maryland, and whether said land is necessary and proper for the use of the State of Maryland for the purpose aforesaid, said land or parcel of land being described, as follows, that is to say:-

All that lot or parcel of land situate in Queen Anne's County, State of Maryland, said land being a part of the farm called "Coleraine" or "The William Richardson Farm" and being in the sixth election district of Queen Anne's County on both sides of the public road leading from Centreville by way of Starr to Hillsboro and is more fully described in a deed from J. Raymond Richardson, Administrator, c.t.a.d.b.n. of William Richardson dated August 12th. 1924, and recorded in Liber B.H.T.#2, folios 219 &c. a land record book for Queen Anne's County, and wanted by the said State of Maryland for use as a state road, and for the construction and completion of the system of roads in said State, especially the state road leading from Queen Anne to Starr, in Queen Anne's County, Maryland, and necessary for such purpose, and which is required by said State for public convenience and necessity, which said land is more particularly described in metes and bounds, courses and distance, to wit:-

Parcel #1. Beginning for the same at a point on the southwest side of the present road, said point being opposite station 107/00 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled "Plan and Profile of the State Road in Queen Anne's County, from Queen Anne towards Starr, Contract #Q-41 Station 0/00 to Station 274/00" and approved by John N. Mackall, Chief Engineer, January 25th. 1928, and running thence south forty one degrees fifty eight minutes west (S.41°58'W.) for a distance of eight feet (8') to intersect the southwest right of way line of the proposed road from Queen Anne toward Starr, thence and binding on said southwest right of way line by a curve to the right whose radius is one thousand two hundred ninety seven and fifty eight one hundredths feet (1,297.58') for a distance of one hundred sixty three and five tenths feet (163.5') to intersect the southwest side of the present road, thence and binding along said southwest side of the present road south forty eight degrees, fifty seven minutes east (S.48°57'E) for a distance of one hundred sixty three and five tenths feet (163.5') more or less to the point of beginning, said tract containing in all two one hundredths of an acre more or less (0.02-)

Parcel #2. Beginning for the same at the intersection of the west side of the present road with the west right of way line of the proposed road, said intersection being at station 111/46 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled "Plan and Profile of the State Road in Queen Anne's County from Queen Anne toward Starr, Contract #Q-41, Station 0/00 to Station 274/00" and approved by John H. Mackall, Chief Engineer, January 25th. 1928, and running thence and binding on said west right of way line by a curve to the right whose radius is one thousand, two hundred ninety seven and fifty eight one hundredths feet (1297.58') for a distance of one hundred seventy one and five tenths feet (171.5) to intersect the south side of a public road, thence and binding along said south side of said public road north seventy seven degrees, seven minutes East (N.77°07'E) for a distance of fourteen feet (14') to intersect the west side of the present road, thence and binding along said west side of said present road south twenty two degrees eight minutes east (S.22°08'E.) for a distance of one hundred sixty eight and five tenths feet (168.5') more or less to a point of beginning, said tract containing in all three one hundredths of an acre more or less (0.030)

Parcel #3. All that lot or parcel of land forty feet (40') wide with the necessary slopes, the center line of which is described as follows: Beginning for the same at the intersection of the center line of the proposed road with the north side of the present road, said intersection being at station 121/42 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled "Plans and Profile of the State Road in Queen Anne's County, from Queen Anne to Starr, Contract #Q-41, Station 0/00 to Station 274/00" and approved by John N. Mackall, Chief Engineer, January 25th, 1928, and running thence and binding on said center line of said proposed road by a curve to the right whose radius is three thousand nine hundred ninety seven and forty nine one hundredths feet (3,997.49') for a distance of two hundred twenty feet (220'), thence and still binding on said center line of said proposed road north thirty one degrees, thirty minutes East, (N.31°30'E.) for a distance of one thousand one hundred fifty eight feet (1,158') more or less to intersect the division line between the properties of the said Rowland Morgan and C.E. Stewart, said intersection being at station 138/20 on the plans hereinbefore referred to, said tract containing in all one and twenty seven hundredths acres, more or less (1.27)

All of which will appear by reference to the plat annexed to and accompanying the application and which is made a part of these proceedings; together with the rights, privileges, easements and appurtenances belonging to or appertaining to said lot of ground, which parcel of ground is more particularly described and shown on the plat aforesaid.

Do find that said land is needed by the State of Maryland for the construction of the State Road, and we do find and assess and value the damages which the said owners of said property, Rowland Morgan and Marjorie Morgan, his wife and Charles Jarrell will sustain by the use and occupation of the above described land by the State of Maryland in perpetuity for the purposes aforesaid at \$1400.00.

IN WITNESS WHEREOF we have hereunto set our hands and affix our seals the day and year above written.

Clayton T.Cann.	(SEAL)
C.P.Arrington.	(SEAL)
Melvin H.Robinson.	(SEAL)
Milton Arringdale	(SEAL)
Marion D.Mullikin	(SEAL)
M.M.Price.	(SEAL)
Kent Jacobs	(SEAL)
John W.Perry	(SEAL)
John D.Connolly	(SEAL)
Chas. W.Mullikin	(SEAL)
Sudler C.Tolson.	(SEAL)
Earle R.Bishop.	(SEAL)

STATE OF MARYLAND

VS.

ROWLAND MORGAN, AND
MARJORIE MORGAN, HIS
WIFE AND CHARLES JARRELL,
MORTGAGEE.

IN THE CIRCUIT

COURT FOR

QUEEN ANNE'S COUNTY.

SHERIFF'S RETURN.

I hereby certify, that in obedience to the foregoing Warrant, I summoned Percy Arrington, William Keith, Melvin Robinson, Milton Arringdale, Isaac Dolby, Isaac Dolby, Marion Mullikin, Charles Roe, M.M.Price, Kent Jacobs, William McKenney, Clayton Wright, John Perry, John Cannon, Clayton Cann, John D. Connolly, Charles Mullikin, Sudler Tolson, William E.King, Earle R.Bishop, and David Taylor, a Jury of twenty inhabitants of Queen Anne's County, in the State of Maryland, above the age of twenty one years, and qualified to act as jurors under the laws of the State of Maryland, not related to the parties nor to the owner nor in anywise interested in the land, and not a stock holder in any corporation interested in the land, to meet on the land described in the foregoing application and and the platthereto annexed, on the 15th. day of March in the year 1928, at ten o'clock A.M. and that all of which said jurors attended, except Isaac Dolby and I summoned in his place William Hollingsworth. And from the said panel, the State of Maryland, acting by and through the State Roads Commission of Maryland, struck off four jurors, and the said Defendants named in the foregoing warrant, by agent or attorney, struck off four jurors, and from those remaining on the list I selected twelve namely Clayton T.Cann, C.P.Arrington, Melvin W.Robinson, Milton Arringdale, Marion D.Mullikin, M.M. Price, Kent Jacobs, John W.Perry, John D.Connolly, Charles W.Mullikin, Sudler C.Tolson and Earle R.Bishop to act as the jury of inquest of damages, and to each of said twelve persons, before he acted as a juror, I administered the following oath, first requiring each of the said jurors to raise his right hand, to wit: "In the presence of Almighty God, you do solemnly promise and declare that you and each of you will justly and impartially value the damages which the owners of the land will sustain by the use and occupation of the land described in the warrant, and in the application and the annexed plat filed in these proceedings, required by the State Roads Commission of Maryland, and in estimating said damages you are to consider the special benefits which will accrue to the owners of the property by reason of the construction of said road, but only in the extinguishment of the claim for damages, and find whether or not the Condemnation of said land is necessary and proper for the use of the State Roads Commission of Maryland for the use as a state road of the State of Maryland".

And I further certify, that the said jury, having met on the said land on the said land on the day named in the said warrant, to wit: the 15th. day of March in the year 1928, at the hour of ten o'clock A.M. considered the matter submitted to them, reduced their inquisition to writing, and did sign and seal the same; and I herewith return the said inquisition to the Clerk of the Circuit Court for said Queen Anne's County in accordance with the provisions of the laws of the State of Maryland, providing for the condemnation of property for the use of the State of Maryland for the construction of State roads..

AND I DO FURTHER CERTIFY, that notice was given to Rowland Morgan and Marjorie Morgan, his wife the owners of said real estate and to Charles Jarrell, mortgagee, of the day, hour and place of the meeting of said jury of inquisition as will appear by said notice herewith returned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this fifteenth day of March, 1928.

Frank Y.Whiteley. (SEAL)
Sheriff of Queen Anne's County.

The execution of the within warrant will fully appear by the inquisition annexed thereto and returned therewith.

Frank Y.Whiteley.
Sheriff.

1631368

NISI ORDER OF COURT filed March 19th. 1928.

NISI ORDER OF COURT.

It appearing to the Court that the Sheriff has returned the inquisition and other proceedings in the matter of the application of the State Roads Commission of Maryland for the acquisition by and for the State of Maryland of 1.32 acres of land, more or less, for the purposes of a state road, to this Court, it is therefore, by the Circuit Court for Queen Anne's County, ADJUDGED AND ORDERED, this 19th. day of March, 1928, that the inquisition found by the jury in the matter of the State of Maryland against Rowland Morgan and Marjorie Morgan, his wife and Charles Jarrell, mortgagee, so filed in this Court, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th. day of April, in the year 1928, provided a copy of this order be served on the defendants, or their attorneys of record, on or before the 24th. day of March, 1928.

Filed 3/19/28.

Thomas J. Keating.

Filed March 23rd. 1928.

NISI ORDER OF COURT.

It appearing to the Court that the Sheriff has returned the inquisition and other proceedings in the matter of the application of the State Roads Commission of Maryland for the acquisition by and for the State of Maryland of 1.32 acres of land, more or less, for the purposes of a state road to this Court, it is therefore, by the Circuit Court for Queen Anne's County, ADJUDGED AND ORDERED, this 19th. day of March, 1928, that the inquisition found by the jury in the matter of the State of Maryland against Rowland Morgan and Marjorie Morgan, his wife and Charles Jarrell, mortgagee, so filed in this Court, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th. day of April, in the year 1928, provided a copy of this order be served on the defendants, or their attorneys of record, on or before the 24th. day of March, 1928.

Filed 3/19/28

Thomas J. Keating.

True copy, Test:

B. Hackett Turner, Clerk.

I served the above order nisi on Rowland Morgan and Marjorie Morgan, his wife, and on Charles Jarrell, by reading same to them and leaving a copy with them on the 20th. day of March, 1928.

Frank Y. Whiteley.
Sheriff.

ORDER OF RATIFICATION filed Apr. 26th. 1928.

STATE OF MARYLAND

VS.

ROWLAND MORGAN AND
MARJORIE MORGAN, HIS WIFE,
AND CHARLES JARRELL, MORTGAGEE.

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In the Circuit
Court for
Queen Anne's County.

ORDER OF RATIFICATION.

IT IS, by the Circuit Court for Queen Anne's County, ORDERED, this 26th. day of April, 1928, that the Inquisition of the Jury returned by the Sheriff in the above entitled case on the sixteenth day of March, 1928, be and the same is finally ratified and confirmed.

Thomas J. Keating.

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QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty seventh day of June, in the year nineteen hundred and twenty nine, the following Application of the State Roads Commission of Maryland for Warrant to Sheriff for Jury of Inquest, was filed for record, to wit:-

STATE OF MARYLAND

VS.

HENRY A. PALMER and
CARRIE V. PALMER, his wife,

In the Circuit Court for
Queen Anne's County,

No. 1 Petitions, May Term, 1929.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of G. Clinton Uhl, Chairman, Howard Bruce and John K. Shaw, constituting the State Roads Commission of Maryland, created by and existing under an Act of the General Assembly of Maryland, acting in these proceedings for and in the name of the State of Maryland, by their attorneys, Thomas H. Robinson, Attorney-General, Robert H. Archer, Assistant Attorney-General, and William R. Horney, Special Counsel, respectfully represents;

1. That the State Roads Commission cannot agree with Henry A. Palmer for the purchase, use and occupation of the following described land situate in Queen Anne's County, State of Maryland, said land being a part of the tract of land or farm situate, lying and being in the Fourth election district of Queen Anne's County aforesaid, on the right side of the public road leading from Stevensville to Love Point, which was granted and conveyed to the said Henry A. Palmer by Carrie V. Palmer by deed bearing date the fourteenth day of March, nineteen hundred and twelve and recorded in Liber W.F.W. No. 1, folios 263 etc. a land record book for Queen Anne's County aforesaid, and wanted by the said State of Maryland for use as a state road, and for the construction and completion of the system of roads in said State, especially the state road leading from Stevensville to Love Point, in Queen Anne's County aforesaid, and necessary for such purpose, and which is required by said State for public convenience and necessity, which said land is more particularly described by metes and bounds, courses and distances, to wit:-

All that lot or parcel of land forty (40) feet wide, with the necessary slopes, the center line of which is described as follows: BEGINNING for the same at the intersection of the center line of the proposed road with the east side of a present county road, said intersection being at station 93/26 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled "Plan and Profile of the State road in Queen Anne's County, from Stevensville to Love Point, Station 92/65 to Station 150/00 Contract No. Q-47", and approved by H.D. Williar, Jr. Chief Engineer, May 1, 1929, and running thence and binding along the center line of the proposed road north seven degrees, one minute east (N. 7° 01' E.) for a distance of two thousand twenty seven (2,027) feet, more or less, to intersect the division line, between the properties of the said Henry A. Palmer and W.T. Henry, said intersection being at Station 113/53 on the plans hereinbefore referred to, said tract containing in all one and ninety three one-hundredths (1.93) acres, more or less.

All of which will appear by reference to the plat annexed hereto as a part hereof.

Description of Right of Way through Property of Henry A. Palmer in
Queen Anne's County, Contract #Q-47.

All that lot or parcel of land forty (40) feet wide, with the necessary slopes, the center line of which is described as follows:-
Beginning for the same at the intersection of the center line of the proposed road with the east side of a present county road, said intersection being at station 93/26 on plans on file in the office of the State Roads Commission, Baltimore, Md. said plans being entitled "Plan and Profile of the State Road in Queen Anne's County from Stevensville toward Love Point, Station 92/65 to Station 150/00 Contract No. Q-47" and approved by H.D. Williar, Jr. Chief Engineer, May 1, 1929, and running thence and binding along the center line of the proposed road north seven degrees, one minute east (N. 7° 01' E.) for a distance of two thousand twenty seven (2,027) feet more or less to intersect the division line between the properties of the said Henry A. Palmer and W.T. Henry, said intersection being at Station 113/53 on the plans hereinbefore referred to, said tract containing in all one and ninety three one hundredths (1.93) acres more or less.
Filed June 27th. 1929.

This space dedicated to the Plat above referred to as a part of these proceedings, and not recorded, but will be found among the original papers in this Case, being No. 1 Petitions, May Term, 1929.

2. That the said land is and has been by the State Roads Commission of Maryland bound and determined to be desirable and necessary to the construction of a certain State road in Queen Anne's County, in the State of Maryland, running from Stevensville to Love Point, Maryland, in said county and for the completion of the system of improved roads of the State, and to carry out the purpose of the various acts passed in reference thereto.

3. That the said Henry A. Palmer owns, in fee simple, certain lands over which the said proposed road will pass in a course shown by the foregoing plat and description and that said land is needed by the State Roads Commission for the construction, location and improvements of said land.

4. That the said Henry A. Palmer is married, his wife being the said Carrie V. Palmer, one of the defendants to this Petition.

5. That there are no liens either by way of mortgage or otherwise on said land of the said Henry A. Palmer of which the land occupied by the proposed road above described is a part.

WHEREFORE application is hereby made to your Honors to issue your warrant under your hands and seals, directed to the Sheriff of Queen Anne's County, requiring him to summon a jury of twenty inhabitants of said County, not related to the owner of said land, or in anywise interested in said land, to meet on the land to be valued and condemned as above described, on a day named in said warrant, not less than ten nor more than twenty days after the issuing of the same, to value the damages which the owner of said property will sustain by reason of the occupation of said land for the purposes aforesaid, according to the provisions of the laws of the State of Maryland.

Thomas H. Robinson.
Attorney General. WRH

Robert H. Archer.
Assistant Attorney-General WRH

William R. Horney.
Special Counsel.

Filed June 27th. 1929.

WARRANT TO SHERIFF TO SUMMON
A JURY OF INQUEST, filed July 15th. 1929.

STATE OF MARYLAND

Vs.

Henry A. Palmer and
Carrie V. Palmer, his wife.

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In the Circuit Court
for
Queen Anne's County.
No. 1 Petitions, May Term,
1929.

WARRANT.

To FRANK Y. WHITELEY, SHERIFF OF QUEEN ANNE'S COUNTY:-

In pursuance of the above entitled application and the provisions of the laws of the State of Maryland, made and provided for the condemnation of property in such cases, you are hereby required to summon a jury of twenty inhabitants of Queen Anne's County, Maryland, qualified to act as Jurors under the laws of the State of Maryland, not related to the parties, nor to the owner of said property, nor in anywise interested in said land, to meet on the land described in the application and the plat there-to annexed, at ten o'clock A.M. on the 15th. day of July, 1929, and if at said time and place any of said jurors do not attend, you shall immediately summon so many persons similarly qualified as together with those in attendance shall make up twenty, and from such panel the State of Maryland, as one party, may strike off four jurors, and the said Henry A. Palmer and Carrie V. Palmer, his wife, as the other party, may strike off four jurors, and if either of said parties be not present either in person or by agent, or being present in person or by agent refuse to strike off, you, for the party or parties so absent or refusing to strike, shall strike off four jurors, and the remaining twelve shall act as the Jury of Inquest of Damages; and to each before he acts as juror you shall administer an oath or affirmation that he will justly and impartially value the damages which the owner of the land will sustain by the use and occupation of the land described in the warrant and in the application and the annexed plat filed in these proceedings, required by the State Roads Commission of Maryland, and in estimating said damages he is to consider the special benefits which will accrue to the owner of the property by reason of the construction of said road, but only in the extinguishment of the claim for damages, and find whether or not the condemnation of said land is necessary and proper for the use of the State Roads Commission of Maryland for the use as a State Road of the State of Maryland.

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And you will see that the Jury reduce their inquisition to writing and also sign and seal the same and return the same to the Clerk of the Circuit Court for Queen Anne's County, and this shall be your warrant therefor.

WITNESS my hand and seal, this 21st. day of June, 1929.

Thomas J. Keating.
One of the Judges of the Circuit Court for Queen Anne's County, Maryland.

Test: B. Hackett Turner, Clerk.

Filed July 15th. 1929.

SHERIFF'S RETURN
filed July 15th. 1929.

STATE OF MARYLAND,

VS

HENRY A. PALMER and
CARRIE V. PALMER, his wife.

In the Circuit Court
for Queen Anne's County,
No. 1 Petitioners, May Term,
1929.

SHERIFF'S RETURN

I HEREBY CERTIFY, that in obedience to the foregoing Warrant, I summoned Clayton T. Cann, T. Roland Carville, J. Fred Carter, Robert M. Hopkins, Benjamin F. Miller, Thomas J. Melvin, Harry D. Draper, James U. Quimby, Sudler C. Tolson, Joseph W. Carter, Charles W. Mullikin, C. Percy Arrington, Hill Anthony, J. William Keith, John Cannon, Willard C. Mitchell, Melvin M. Robinson, William E. King, Sanford E. Spry and John F. Ruth, a jury of twenty inhabitants of Queen Anne's County, in the State of Maryland, above the age of twenty five years, and qualified to act as jurors under the laws of the State of Maryland, not related to the parties nor to the owner, nor in anywise interested in the land, and not a stockholder in any corporation interested in the land, to meet on the land described in the foregoing application and the plat thereto annexed, on the 15th. day of July, in the year nineteen hundred and twenty nine, at ten o'clock A.M. and that all of said jurors attended.

And from the said panel, the State of Maryland, acting by and through the State Roads Commission of Maryland, struck off four jurors, and the said defendants named in the foregoing Warrant, by agent or attorney, struck off four jurors, and from those remaining on the list I selected twelve, namely, Clayton T. Cann, J. Fred Carter, Benjamin F. Miller, Sudler C. Tolson, Charles W. Mullikin, C. Percy Arrington, Hill Anthony, J. William Keith, John Cannon, Willard C. Mitchell, Melvin M. Robinson and William E. King to act as the jury of inquest of damages, and to each of said twelve persons, before he acted as a juror, I administered the following oath, first requiring each of the said jurors to raise his right hand, to wit: "In the presence of Almighty God, you do solemnly promise and declare that you and each of you will justly and impartially value the damages which the owner or owners of the land will sustain by the use and occupation of the land described in the Warrant, and in the application and the annexed plat filed in these proceedings, required by the State Roads Commission of Maryland, and in estimating said damages you are to consider the special benefits which will accrue to the owner or owners of the property by reason of the construction of said road, but only in the extinguishment of the claim for damages, and find whether or not the condemnation of said land is necessary and proper for the use of the State Roads Commission of Maryland for the use as a State road of the use as a State road of the State of Maryland."

And I further certify, that the said jury, having met on the said land on the day named in said Warrant, to wit: on the 15th. day of July, in the year nineteen hundred and twenty nine, at the hour of ten o'clock A.M. considered the matter submitted to them, reduced their inquisition to writing, and did sign and seal the same; and I herewith return the said inquisition to the Clerk of the Circuit Court for said Queen Anne's County, in accordance with the provisions of the laws of the State of Maryland, providing for the condemnation of property for the use of the State of Maryland for the construction of State roads.

AND I DO FURTHER CERTIFY that notice was given to Henry A. Palmer and Carrie V. Palmer, his wife, the owners of said real estate, of the day, hour and place of the meeting of said jury of inquisition as will appear by said notice herewith returned.

The execution of the within warrant will fully appear by the inquisition annexed there to and returned therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this 15th. day of July, nineteen hundred and twenty nine.

Frank Y. Whiteley. (SEAL)
Sheriff of Queen Anne's County.

NOTICE OF CONDEMNATION TO BE
SERVED ON DEFENDANTS,
Filed July 15th. 1929.

June 27th. 1929.

To- Henry A. Palmer and Carrie V. Palmer, his wife.

You are hereby notified that application has been filed by the State Roads Commission of Maryland, on behalf of the State of Maryland, in the Circuit Court for Queen Anne's County, for the condemnation of a part of a tract of land or farm owned by Henry A. Palmer, situate in Queen Anne's County, State of Maryland, and binding on the State road leading from Stevensville to Love Point for use as a portion of the State Road. A warrant has been issued to the Sheriff of Queen Anne's County directing him to summon twenty jurors to meet on the property at ten o'clock A.M. on the 15th. day of July, 1929.

If you wish to take part in the proceedings you are hereby notified to be present in person or by agent or attorney.

A copy of the application and the warrant which give a full description of the property sought to be condemned, are enclosed herewith.

Thomas H. Robinson.
Attorney-General WRH

Robert H. Archer
Assistant Attorney-General WRH

William R. Horney
Special Counsel.

(Attorneys for State Roads
Commission of Maryland.)

SHERIFF'S RETURN

I HEREBY CERTIFY that the within and foregoing notice, together with a copy of the application and warrant therein mentioned, was served upon Henry A. Palmer and Carrie V. Palmer, his wife, and copies of said notice, application and warrant left with the said Henry A. Palmer and Carrie V. Palmer, his wife, this 27th. day of June, 1929.

Frank Y. Whiteley.
Sheriff of Queen Anne's County.

INQUISITION filed July 15th. 1929.

STATE OF MARYLAND,

VS.

HENRY A. PALMER and
CARRIE V. PALMER, his wife.

In the Circuit Court for
Queen Anne's County.

No. 1 Petitioners, May Term,
1929.

INQUISITION

THIS INQUISITION, taken this 15th. day of July, in the year nineteen hundred and twenty nine, on application of the State of Maryland, acting by and through the State Roads Commission of Maryland, to the Honorable, the Judges of the Circuit Court for Queen Anne's County, and on the warrant of Thomas J. Keating, one of the Judges of the Circuit Court for Queen Anne's County, to value the land of Henry A. Palmer required by the said State of Maryland for use in perpetuity for the construction of a State road and completion of the system of roads in the State of Maryland, especially the State road leading from Stevensville to Love Point, and to ascertain whether such land is needed by the State of Maryland, acting by and through the State Roads Commission of Maryland, for the purpose aforesaid, according to the provisions of the laws of the State of Maryland, made and provided for the condemnation of property, for the opening, closing, widening or straightening of highways.

WITNESSETH, that we, the jurors whose names are hereto subscribed and seals affixed, none of whom is in anywise interested or related to any of the parties interested in said land, nor stockholders in any corporation interested in said land, being duly empaneled, and each of us before acting as jurors having been sworn and charged in the presence of Almighty God to justly and impartially value the land and other property taken and other damages which the said Henry A. Palmer will sustain by the use and occupation in perpetuity of the property described in the application in these proceedings required by the State of Maryland for the construction of a State road of the State of Maryland, and whether said land is necessary and proper for the use of the State of Maryland for the purpose aforesaid, said land or parcel of land being described as follows, that is to say: All that lot or parcel of land situate in Queen Anne's County, State of

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Maryland, said land being a part of the tract of land or farm situate, lying and being in the Fourth Election district of Queen Anne's County aforesaid, on the right side of the public road leading from Stevensville to Love Point, which was granted and conveyed to the said Henry A. Palmer by Carrie V. Palmer by deed bearing date the fourteenth day of March, nineteen hundred and twelve, and recorded in Liber W.F/W.No.1, folios 263 etc. a land record book for Queen Anne's County aforesaid, and wanted by the said State of Maryland for the use as a State road and for the construction and completion of the system of roads in said State, especially the State road leading from Stevensville to Love Point, in Queen Anne's County aforesaid, and necessary for such purpose, and which is required by said State for public convenience and necessity, which said land is more particularly described by metes and bounds, courses and distances, to wit: - All that lot or parcel of land forty (40) feet wide, with the necessary slopes, the center line of which is described as follows: BEGINNING for the same at the intersection of the center line of the proposed road with the east side of a present county road, said intersection being at station 93/26 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled "Plan and Profile of the State road in Queen Anne's County from Stevensville to Love Point, Station 92/65 to Station 150/00 Contract No. Q-47" and approved by H.D. Williar, Jr. Chief Engineer, May 1, 1929, and running thence and binding along the center line of the proposed road north seven degrees, one minute east (N 7° 01' E.) for a distance of two thousand twenty seven (2,027) feet, more or less, to intersect the division line between the properties of the said Henry A. Palmer and W.T. Henry, said intersection being at Station 113/53 on the plans hereinbefore referred to, said tract containing in all one and ninety three one-hundredths (1.93) acres, more or less.

All of which will appear by reference to the plat annexed to and accompanying the application and which is made a part of these proceedings; together with the rights, privileges easements and appurtenances belonging to or appertaining to said lot or ground, which parcel of ground is more particularly described and shown on the plat aforesaid.

DO FIND that said land is needed by the State of Maryland for the construction of the State road, and we do find and assess and value the damages which the said owner of said property, Henry A. Palmer, will sustain by the use and occupation of the above described land by the State of Maryland in perpetuity for the purposes aforesaid, at the sum of Six Hundred dollars.

IN WITNESS WHEREOF, we have hereunto set out hands and affixed our seals, the day and year first above written:

Clayton T. Cann	(SEAL)
J.W. Keith	(SEAL)
Melvin M. Robinson	(SEAL)
Sudler C. Tolson.	(SEAL)
W.E. King.	(SEAL)
Benj. F. Miller.	(SEAL)
W.C. Mitchell.	(SEAL)
John Cannon	(SEAL)
Chas. W. Millikin.	(SEAL)
C.P. Arrington.	(SEAL)
Hill Anthony.	(SEAL)
J. Fred Carter.	(SEAL)

ORDER NISI filed July 16th. 1929.

STATE OF MARYLAND,
 VS.
 HENRY A. PALMER and
 CARRIE V. PALMER, his wife.

In the Circuit Court
 for Queen Anne's
 County,
 No. 1 Petitions,, May Term, 1929.

NISI ORDER OF COURT

It appearing to the Court that the Sheriff has returned the inquisition and other proceedings in the matter of the application of the State Roads Commission of Maryland for the acquisition by and for the State of Maryland of one and ninety three one-hundredths (1.93) acres of land, more or less, for the purpose of a State road, to this Court, IT IS THEREFORE, by the Circuit Court for Queen Anne's County, and by the authority of said Court, ADJUDGED and ORDERED, this 16th. day of July, 1929, that the inquisition found by the jury in the matter of the State of Maryland against Henry A. Palmer and Carrie V. Palmer, his wife, so filed in this Court, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of August, 1929, provided a copy of this order be served on the defendants, or their attorneys of record, on or before the 20th. day of July, 1929.

Thomas J. Keating.

Filed July 16th. 1929.

Copy of Order Nisi to be served
 and returned filed July 19th. 1929.

STATE OF MARYLAND,
 VS.
 HENRY A. PALMER and
 CARRIE V. PALMER, his wife.

In the Circuit Court for
 Queen Anne's County.
 No. 1 Petitions, May Term, 1929.

NISI ORDER OF COURT.

It appearing to the Court that the Sheriff has returned the inquisition and other proceedings in the matter of the application of the State Roads Commission of Maryland for the acquisition by and for the State of Maryland of one and ninety one-hundredths (1.93) acres of land, more or less, for the purpose of a State road, to this Court, IT IS THEREFORE, by the Circuit Court for Queen Anne's County, and by the authority of said Court, ADJUDGED and ORDERED, this 16th. day of July, 1929, that the inquisition found by the jury in the matter of the State of Maryland against Henry A. Palmer and Carrie V. Palmer, his wife, so filed in this Court, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of August, 1929, provided a copy of this order be served on the defendants, or their attorneys of record, on or before the 20th. day of July, 1929.

Thomas J. Keating.
True Copy.
Test: E. Hackett Turner, Clerk.

Filed July 16th. 1929

I HEREBY CERTIFY, that I served the above Order Nisi on Henry A. Palmer and Carrie V. Palmer, his wife, by reading the same to them and leaving a copy thereof with them, on the 19th. day of July, 1929.

Frank Y. Whiteley.
Sheriff.

Filed July 19th. 1929

Consent of Ratification
filed Aug. 16th. 1929.

State of Maryland,	(	In the Circuit Court
	)	for Queen Anne's County,
Vs.)	
Henry A. Palmer and	(	No. 1 Petitions, May Term,
Carrie V. Palmer, his wife.	)	1929.

CONSENT OF RATIFICATION

We, Henry A. Palmer and Carrie V. Palmer, do hereby consent to the immediate ratification by the Circuit Court for Queen Anne's County of the inquisition found by the jury under the proceedings in the above entitled case and returned by the Sheriff of Queen Anne's County to said Court with his warrant, on the 15th. day of July, 1929, without requiring the usual order nisi, by which said inquisition said jury did find and assess and value the damages which we, the said Henry A. Palmer and Carrie V. Palmer, would sustain by the use and occupation in perpetuity of the land described in said inquisition and other proceedings in this case as containing one and ninety three one hundredths (1.93) acres of land, more or less, at the sum of Six hundred dollars (\$600.00).

Filed Aug. 16th. 1929.

Henry A. Palmer.
Carrie V. Palmer.

ORDER OF RATIFICATION,
FILED Aug. 16th. 1929.

STATE OF MARYLAND,	(	In the Circuit Court for
	)	Queen Anne's County.
VS.)	
HENRY A. PALMER and	(	No. 1 Petitions, May Term,
CARRIE V. PALMER, his wife.	)	1929.

ORDER OF RATIFICATION

IT IS, by the Circuit Court for Queen Anne's County, and by the authority of said Court, ORDERED, this sixteenth day of August, 1929, that the Inquisition of the Jury returned by the Sheriff in the above entitled matter on the fifteenth day of July, 1929, be and the same is finally ratified and confirmed; the defendants having assented in writing to the immediate ratification thereof.

Thomas J. Keating.

Filed Aug. 16th. 1929

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QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of November, in the year nineteen hundred and twenty nine, the following Application of the State Roads Commission of Maryland for Warrant to Sheriff for Jury of Inquest was filed for record, to wit:-

STATE OF MARYLAND	(	In the Circuit Court
VS.	)	for Queen Anne's
JOHN P. ARRINGTON and	(	County,
MISSOURI ARRINGTON, his wife.	)	No. 1 Petitions, July Term, 1929.

To the Honorable, the Judges of said Courts:-

The Petition of G. Clinton Uhl, Chairman, Howard Bruce and John K. Shaw, constituting the State Roads Commission of Maryland, created by and existing under an Act of the General Assembly of Maryland, acting in these proceedings for and in the name of the State of Maryland, by their attorneys, Thomas H. Robinson, Attorney-General, Robert H. Archer, Assistant Attorney General, and William R. Horney, Special Counsel, respectfully represents:-

1. That the State Roads Commission cannot agree with John P. Arrington for the purpose, use and occupation of the following described land situate in Queen Anne's County, State of Maryland, said land being a part of the lot of land, situate in the Fifth Election District of Queen Anne's County aforesaid, and lying on the left of the road leading from Queenstown to Wye Mills, which was granted and conveyed to the said John P. Arrington by Thomas Henry Dodd and Annie Maria Dodd, his wife, by deed bearing date the nineteenth day of January, nineteen hundred and three, and recorded in Liber J.E.G.No.4, folios 438, etc. a land record book for Queen Anne's County aforesaid, and wanted by the said State of Maryland for use as a state road, and for the construction and completion of the system of roads in said State, especially the state road leading from Queenstown to Wye Mills, in Queen Anne's County aforesaid, and necessary for such purpose, and which is required by said State for public convenience and necessity, which said land is more particularly described by metes and bounds, courses and distances, to wit:-

All that lot or parcel of land forty (40) feet wide with the necessary slopes, the center line of which is described as follows: BEGINNING for the same at the point where the center line of the proposed road intersects the line dividing the properties of Howard E. Price and John P. Arrington, said point of intersection being opposite station 490/66 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled, "Plan and Profile of the proposed road from Wye Mills to Queenstown, Station 378/90 to Station 49/00, Contract #Q-51" and approved by H.D. Williar, Jr. Chief Engineer, September 3rd. 1929 and running thence north sixty seven degrees, twenty eight minutes west (N. 67° 28' W.) five hundred seventy six (576) feet, more or less, to the Dudley Estate, containing fifty three one hundredths (53/100) acres, more or less. All of which will appear by reference to the plan annexed hereto as a part hereof.

Filed November 2nd. 1929.

Condemnation through the Property of John Arrington
Contract #Q-51

All that lot or parcel of land forty (40) feet wide with the necessary slopes, the center line of which is described as follows: Beginning for the same at the point where the center line of the proposed road intersects the line dividing the properties of Howard E. Price and John Arrington, said point of intersection being opposite station 490/66 on plans on file in the office of the State Roads Commission, Baltimore, Md. said plans being entitled "Plan and Profile of the proposed road from Wye Mills to Queenstown, Station 378/90 to Station 49/00 Contract #Q-51", and approved by H.D. Williar, Jr. Chief Engineer, September 3, 1929, and running thence north sixty seven degrees, twenty eight minutes west (N. 67° 28' W.) five hundred seventy six (576) feet more or less to the Dudley Estate, containing fifty three (53/100) one hundredths acres more or less.

This space dedicated to the Plat above referred to as a part of these proceedings, and not recorded, but will be found among the original papers in this case, being No. 1 Petitions, July Term, 1929.

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2. That the said land is and has been by the State Roads Commission of Maryland found and determined to be desirable and necessary to the construction of a certain State road in Queen Anne's County, in the State of Maryland, running from Queenstown to Wye Mills, Maryland, in said county and for the completion of the system of improved roads of the State, and to carry out the purpose of the various acts passed in reference thereto.

3. That the said John P. Arrington owns, in fee simple, certain lands over which the said proposed road will pass in a course shown by the foregoing plat and description and that said land is needed by the State Roads Commission for the construction, location and improvement of said road.

4. That the said John P. Arrington is married, his wife being the said Missouri Arrington, one of the defendants to this petition.

5. That there are no liens either by way of mortgage or otherwise on said land of the said John P. Arrington of which the land occupied by the proposed road above described is a part.

WHEREFORE application is hereby made to your Honors to issue your warrant under your hands and seals, directed to the Sheriff of Queen Anne's County, requiring him to summon a jury of twenty inhabitants of said county, not related to the owner of said land, or in anywise interested in said land, to meet on the land to be valued, and condemned as above described, on a day named in said warrant, not less than ten nor more than twenty days after the issuing of the same, to value the damages which the owner of said property will sustain by reason of the occupation of said land for the purposes aforesaid, according to the provisions of the laws of the State of Maryland.

Thomas H. Robinson,
Attorney-General WRH
Robert H. Archer,
Assistant Attorney-General. WRH
William R. Horney,
Special Counsel.
(Attorneys for the State Roads
Commission of Maryland).

Filed Nov. 2nd. 1929

WARRANT TO SHERIFF TO SUMMON A JURY OF INQUEST
Filed Nov. 4th. 1929.

STATE OF MARYLAND. (In the Circuit Court for
VS.) Queen Anne's County.
JOHN P. ARRINGTON and (No. 1. Petitions, July Term, 1929.
MISSOURI ARRINGTON, his wife.)

WARRANT

TO FRANK Y. WHITELEY, SHERIFF OF QUEEN ANNE'S COUNTY:-

In pursuance of the above entitled application and the provisions of the laws of the State of Maryland, made and provided for the condemnation of property in such cases you are hereby required to summon a jury of twenty inhabitants of Queen Anne's County, Maryland, qualified to act as jurors under the laws of the State of Maryland, not related to the parties, nor to the owner of said property, nor in anywise interested in said land, to meet on the land described in the application and the plat thereto annexed, at ten o'clock A.M. on the 20th. day of November, 1929, and if at said time and place any of said jurors do not attend, you shall immediately summon so many persons similarly qualified as together with those in attendance shall make up twenty, and from such panel the State of Maryland, as one party, may strike off four jurors, and the said John P. Arrington and Missouri Arrington, his wife, as the other party, may strike off four jurors, and if either of said parties be not present either in person or by agent, or being present in person or by agent refuse to strike off, you, for the party or parties so absent or refusing to strike, shall strike off four jurors, and the remaining twelve shall act as the Jury of Inquest of Damages; and to each before he acts as Juror you shall administer an oath or affirmation that he will justly and impartially value the damages which the owner of the land will sustain by the use and occupation of the land described in the warrant and in the application and the annexed plat filed in these proceedings, required by the State Roads Commission of Maryland, and in estimating said damages he is to consider the special benefits which will accrue to the owner of the property by reason of the construction of said road, but only in the extinguishment of the claim for damages, and find whether or not the condemnation of said land is necessary and proper for the use of the State Roads Commission of Maryland for the use as a State road of the State of Maryland.

And you will see that the Jury reduce their inquisition to writing and also sign and seal the same and return the same to the Clerk of the Circuit Court for Queen Anne's County, and this shall be your warrant therefor.

WITNESS my hand and seal, this 4th. day of November, 1929.

Thomas J. Keating. (SEAL)
 One of the Judges of the
 Circuit Court for Queen
 Anne's County, Maryland.

Filed November 4th. 1929.

NOTICE OF CONDEMNATION TO BE SERVED ON DEFENDANTS.
 Filed November 22nd. 1929;

November 4th. 1929.

TO- John P. Arrington and Missouri Arrington, his wife.

You are hereby notified that application has been filed by the State Roads Commission of Maryland, on behalf of the State of Maryland, in the Circuit Court for Queen Anne's County, for the condemnation of a part of a lot of land owned by John P. Arrington, situate in Queen Anne's County, State of Maryland, and binding on the State Road leading from Queenstown to Wye Mills, for use as a portion of the State Road; A warrant has been issued to the Sheriff of Queen Anne's County, directing him to summon twenty jurors to meet on the property at ten o'clock A.M. on the twentieth day of November, 1929.

If you wish to take part in the proceedings you are hereby notified to be present in person or by agent or attorney.

A copy of the application and the warrant which give a full description of the property sought to be condemned, are enclosed herewith.

Thomas H. Robinson.
 Attorney General. WRH.

Robert H. Archer.
 Assistant Attorney General. WRH

William R. Horney.
 Special Counsel.

(Attorneys for State Roads
 Commission of Maryland)

SHERIFF'S RETURN

I HEREBY CERTIFY that the within and foregoing notice, together with a copy of the application and warrant therein mentioned, was served upon John P. Arrington, and Missouri Arrington, his wife, and copied of said notice, application and warrant left with the said John P. Arrington and Missouri Arrington, his wife, this twelfth day of November, 1929.

Frank Y. Whiteley,
 Sheriff of Queen Anne's County.

SHERIFF'S RETURN filed Nov. 22nd. 1929.

STATE OF MARYLAND,

VS.

JOHN P. ARRINGTON and
 MISSOURI ARRINGTON, his wife.

(
)
(
)

In the Circuit Court for
 Queen Anne's County.
 No. 1 Petitions, July Term, 1929.

SHERIFF'S RETURN

I HEREBY CERTIFY that in obedience to the foregoing Warrant, I summoned Clayton T. Cann, Erson R. Leaverton, Marion D. Mullikin, W. John Connolly, Charles W. Mullikin, John D. Connolly, Frank T. Faulkner, James Ferrick, Jr., Sudler C. Tolson, Melvin H. Robinson, A. Howard Johnson, W. C. Mitchell, John Cannon, Hill Anthony, Robert M. Hopkins, Sanford E. Spry, Harry P. Draper, W. Bedford Yates, Marshall Pratt and Edward Mears, a jury of twenty inhabitants of Queen Anne's County, in the State of Maryland, above the age of twenty five years, and qualified to act as jurors under the laws of the State of Maryland, not related to the parties nor to the owner, nor in anywise interested in the land, and not a stockholder in any corporation interested in the land, to meet on the land described in the foregoing application and the plat thereto annexed, on the twentieth day of November, in the year nineteen hundred and twenty nine, at ten o'clock A.M. and that all of said jurors attended.

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And from the said panel, the State of Maryland, acting by and through the State Roads Commission of Maryland, struck off four jurors, and the said defendants named in the foregoing Warrant, by agent or attorney, struck off four jurors, and from those remaining on the list I selected twelve, namely, Clayton T.Cann, Erson R.Leaverton, Marion D.Mullikin, W.John Connolly, John D.Connolly, Sudler C.Tolson, Melvin H.Robinson, W.C.Mitchell, John Cannon, Hill Anthony, Harry P.Draper and W.Bedford Yates, to act as the jury of inquest of damages, and to each of said twelve persons, before he acted as a juror, I administered the following oath, first requiring each of the said jurors to raise his right hand, to wit: "In the presence of Almighty God, you do solemnly promise and declare that you and each of you will justly and impartially value the damages which the owner or owners of the land will sustain by the use and occupation of the land described in the warrant, and in the application and the annexed plat filed in these proceedings, required by the State Roads Commission of Maryland, and in estimating said damages you are to consider the special benefits which will accrue to the owner or owners of the property by reason of the construction of said road, but only in the extinguishment of the claim for damages, and find whether or not the condemnation of said land is necessary and proper for the use of the State Roads Commission of Maryland for the use as a State road of the State of Maryland".

And I further certify that the said jury, having met on the said land on the day named in said warrant, to wit: on the twentieth day of November, in the year nineteen hundred and twenty nine, at the hour of ten o'clock A.M. considered the matter submitted to them, reduced their inquisition to writing, and did sign and seal the same; and I herewith return the said inquisition to the Clerk of the Circuit Court for said Queen Anne's County, in accordance with the provisions of the laws of the State of Maryland, providing for the condemnation of property for the use of the State of Maryland for the construction of State roads.

AND I DO FURTHER CERTIFY that notice was given to John P.Arrington and Missouri Arrington, his wife, the owners of said real estate of the day, hour, and place of the meeting of said jury of inquisition as will appear by said notice herewith returned.

The execution of the within warrant will fully appear by the inquisition annexed thereto and returned therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this twentieth day of November, in the year nineteen hundred and twenty nine.

Frank Y.Whiteley. (SEAL)
 Sheriff of Queen Anne's County,
 Maryland.

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CHANCERY CAUSE No. 2713.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 25th. day of July, in the year nineteen hundred and twenty-seven, the following Bill of Complaint was filed for record, to wit:-

RHODA C. ROACH,
SARAH ELIZABETH PARR,
THOMAS J. KEATING and J. FRANK
HARPER, Executors, Trustees
under the will of Mary Avis
Cahall, deceased.
Plaintiffs,

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

VS.

WILLIAM J. GOUGH,
CHARLES F. GOUGH,
ANNIE E. BRYAN,
DORA P. CHAMBERS,
BESSIE CHAMBERS,
HENRY W. NICE, Executor of the
last will and testament of
Henry Nice, deceased,
THE TRUSTEES OF THE METHODIST
EPISCOPAL CHURCH AT CENTRE-
VILLE, IN QUEEN ANNE'S
COUNTY, STATE OF MARYLAND,
a body corporate,
MIRIAM CHAMBERS,
PAULINE CHAMBERS,
ERNEST A. ROACH,
JOHN HENRY ROACH,
W. OAKLEY ROACH,
HESTER ANNE ROACH DEWLIN,
HELEN PARRICEMAN,
AVIS EDITH PARR HOPPER,
EDGAR PARR, infant,
ELIZABETH GOUGH DENTRY,
RUTH GOUGH SHIPLEY and
JANE GOUGH,
Defendants.

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That Mary Avis Cahall, late of Queen Anne's County, State of Maryland, deceased, was in her lifetime seized and possessed, among other things, of a tract of land or farm called or known as "The Robert E. Cahall Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Centreville to Ruthsburg, adjoining what was formerly the land of Catherine Emory and the land of others, containing two hundred and fifty acres of land, more or less, composed of the tract devised to the said Mary Avis Cahall by the last will and testament of Robert E. Cahall and of the lot conveyed to the said Mary Avis Cahall by Sanford E. Spry, late Sheriff of Queen Anne's County, Maryland, and now embraced in one farm.

2. That the said Mary Avis Cahall, who departed this life on the 28th day of December, 1919, leaving a last will and testament duly executed to pass real estate, bearing date the 20th day of December, 1919, and which has been duly admitted to probate by the Orphans' Court of Queen Anne's County, and is now of record in the Office of the Register of Wills for Queen Anne's County aforesaid in Liber W. T. B. No. 1, folios 256, etc., a will record book for Queen Anne's County aforesaid, did, by "Item Three" of said last will and testament, give, devise and bequeath all of her real estate, and such of her personal estate remaining after the directions in "Item One" and "Item Two" of said last will and testament had been carried out, to two of your Orators, the said Thomas J. Keating and J. Frank Harper, the Executors named in said last will and testament, and the survivor of them, and their successor or successors in the trust, in trust and confidence, to have, hold, manage, control, invest and re-invest, sell and dispose of the same, and to take, receive, collect and hold the rents, profits, issues, interest and income accruing and arising from said real estate and personal property, for and during the period and for the purpose as in said "Item Three" of said last will and testament is fully and at length set forth and expressed. A certified copy of said last will and testament and of the probate thereof, marked "Exhibit No. 1", is filed herewith and is prayed to be taken as a part of this Bill of Complaint.

3. That this Honorable Court, by its order passed on the 5th day of May, 1924, in a cause in this Court entitled "In the Matter of the Trust created by the will of Mary Avis Cahall, deceased", being Cause No. 2538 on the Chancery Docket of this Court, assumed jurisdiction of the trust created by said "Item Three" of said last will and testament of Mary Avis Cahall, deceased, and the said Thomas J. Keating and J. Frank Harper, the Executors and Trustees named in said last will and testament, duly qualified as directed by said order.

4. That the real estate hereinbefore described constituted the entire corpus of the trust estate so as aforesaid created by said "Item Three" of said last will and testament of Mary Avis Cahall, deceased, over which this Court has assumed jurisdiction as aforesaid.

5. That under and by the terms and provisions of the trust so as aforesaid created by said "Item Three" of said last will and testament, the net rents, profits, issues, interest and income annually accruing and arising from said real estate, for and during the joint lives of two of your Orators, the said Rhoda C. Roach and Sarah Elizabeth Parr, and for and during the period of the life of the survivor of them, are directed to be paid and applied, as follows, to wit:

(1) To the payment of whatever amount or amounts may be necessary to carry into effect the provisions and directions contained in "Item One" and "Item Two" of said last will and testament.

(2) To the payment of the following amounts which were given and bequeathed as legacies to the following named persons respectively, the said legacies as to the payment thereof, to stand on an equal footing and without preference or priority, to wit:

(a) To the payment of the sum of \$1,000.00, to one of your Orators, the said Rhoda C. Roach.

(b) To the payment of the sum of \$1,000.00. to another of your Orators, the said Sarah Elizabeth Parr.

(c) To the payment of the sum of \$1,000.00, to one of the defendants to this Bill of Complaint, the said William J. Gough.

(d) To the payment of the sum of \$1,000.00 to another of said defendants, the said Charles F. Gough.

(e) To the payment of the sum of \$1,000.00, to another of said defendants, the said Annie E. Bryan.

(f) To the payment of the sum of \$250.00, to another of said defendants, the said Dora P. Chambers.

(g) To the payment of the sum of \$250.00, to another of said defendants, the said Bessie Chambers.

(h) To the payment of the sum of \$250.00, to Reverend Henry Nice, who departed this life sometime in the year nineteen hundred and twenty one, leaving a last will and testament, which has been duly admitted to probate by the Orphans' Court of Baltimore City, Maryland, and by which said last will and testament Clay Arnold Nice and the said Henry W. Nice were named Executors, the said Clay Arnold Nice having pre-deceased the said testator, Henry Nice, letters testamentary were issued by said Orphans' Court unto the said Henry W. Nice, wherefore the said Henry W. Nice, as the Executor of said last will and testament, is made a party defendant to this Bill of Complaint, and a certified copy of his letters testamentary, marked "Exhibit No. 2" is filed herewith and prayed to be taken as a part of this Bill of Complaint.

(i) To the payment of the sum of \$250.00, to another of said defendants, the said body corporate, The Trustees of the Methodist Episcopal Church at Centreville, in Queen Anne's County and State of Maryland;

the payment of the aforesaid legacies to be apportioned among said legatees pro rata according to the amount thereof in the event the said net rents, profits, issues, interest and income received during the life of two of your said Orators, the said Rhoda C. Roach and Sarah Elizabeth Parr, and the survivor of them, should prove to be insufficient to pay the said legacies in full.

(3) After the application of said net rents, profits, issues, interest and income to the carrying out of the provisions and directions of said "Item One" and "Item Two" of said last will and testament, and after the payment thereof of the aforesaid legacies, then the said net rents, profits, issues, interest and income are directed to be paid to two of your said Orators, the said Rhoda C. Roach and Sarah Elizabeth Parr, annually during their joint lives, in equal proportions, share and share alike, and from and after the death of either of them to be paid to the survivor of them, for and during the remainder of the term of her natural life.

6. That upon the death of the survivor of two of your said Orators, the said Rhoda C. Roach and Sarah Elizabeth Parr, the Executors of said last will and testament, or the survivor of them, or their successor or successors in said trust, are authorized, empowered and directed to sell, either at public or private sale, the real estate hereinbefore described, and after the payment of the costs and expenses incident to the making of such sale, the said Executors are authorized, empowered and directed to pay and apply the net proceeds of said sale, as follows:

(1) To the payment of any balance of the debts of the said Mary Avis Cahall, deceased, that may still remain unpaid after the application thereto of said personal estate and the income from said real estate to such debts.

(2) To the payment to another of said defendants to this Bill of Complaint, the said Miriam Chambers, of the sum of \$250.00.

(3) To the payment to another of said defendants, the said Pauline Chambers, of the sum of \$250.00.

(4) To the payment of the remainder of said net proceeds of sale to the following named defendants, to wit: Ernest Roach (whose full name is Ernest A.

Roach), John Henry Roach, Oakley Roach (whose full name is W. Oakley Roach), Hester Anne Roach Dewlin, Helen Parr Iceman, Avis Edith Parr (now Avis Edith Parr Hopper, she having since married), Edgar Parr, Elizabeth Gough (now Elizabeth Gough Dentry, she having since married), Ruth Gough (now Ruth Gough Shipley, she having since married), and Jane Gough, to be divided between them in equal proportions, share and share alike, absolutely and in fee simple.

7. That your Orators represent unto this Honorable Court that the said Thomas J. Keating and J. Frank Harper, Executors, Trustees under the said last will and testament of Mary Avis Cahall, deceased, are unable to secure suitable tenants to till and cultivate the said tract of land or farm to the best interest and advantage of their cestui que trustants; that they are put to the necessity of renting said farm annually; that the said farm is and has been for sometime on a small income paying basis; that in order to place the said farm in a productive state large sums of money will have to be expended thereon; that said farm has been and is deteriorating in value to the detriment of the remaindermen; and for these and other reasons your Orators charge that it will be to the interest and advantage of all parties concerned that the said farm be sold and the proceeds of sale invested under the direction of this Honorable Court to enure to the same parties and in like manner as by said "Item Three" of said last will and testament of Mary Avis Cahall, deceased, is provided.

8. That the collateral inheritance tax due on the legacies hereinbefore mentioned has not been paid, and that for two reasons, first, because there has been, up to a short time ago, insufficient funds to pay the same, and second, because it was not known to what extent and in what manner the said tax should be paid at this time.

9. That the said Rhoda C. Roach and Sarah Elizabeth Parr are adults and reside in Baltimore City, State of Maryland; that the said Thomas J. Keating and J. Frank Harper, Executors, Trustees as aforesaid, are adults and reside in Queen Anne's County, State of Maryland;

10. That the said William J. Gough, Charles F. Gough, Henry W. Nice, Executor as aforesaid, John Henry Roach, W. Oakley Roach, Hester Anne Roach Dewlin, Henry Parr Iceman, Avis Edith Parr Hopper, Elizabeth Gough Dentry, Ruth Gough Shipley and Jane Gough are adults and reside in Baltimore City aforesaid; that the said Annie E. Bryan is an adult and resides in Washington County, State of Maryland; that the said Dora P. Chambers, Bessie Chambers, Miriam Chambers and Pauline Chambers are adults and reside in Queen Anne's County aforesaid; that The Trustees of the Methodist Episcopal Church at Centreville in Queen Anne's County, State of Maryland, is a body corporate, with its principal office in Queen Anne's County aforesaid; that the said Ernest A. Roach is an adult and a non-resident of the State of Maryland, residing in the District of Columbia; and that the said Edgar Parr is an infant and resides in Baltimore City aforesaid;

TO THE END THEREFORE:

(1) That the said tract of land or farm may be sold under a decree of this Court by the said Thomas J. Keating and J. Frank Harper, Executors, Trustees as aforesaid, and the proceeds of the sale invested for the benefit of the parties to this suit according to their respective rights under the said last will and testament of the said Mary Avis Cahall, deceased;

(2) That the said Thomas J. Keating and J. Frank Harper, Executors, Trustees as aforesaid, may be directed to what extent and in what manner the said collateral inheritance tax on said legacies should be paid;

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

MAY IT PLEASE YOUR HONORS to grant unto your Orators an Order of Publication, giving notice to the said Ernest A. Roach, who is a non-resident of the State of Maryland, of the substance and object of this Bill of Complaint, and warning him to appear in this Court in person or by solicitor on or before a certain day to be named therein, to answer the premises and show cause, if any he has, why a decree ought not to be passed as prayed; and also the writ of subpoena against the said William J. Gough, Charles F. Gough, Henry W. Nice, Executor of the last will and testament of Henry Nice, deceased, John Henry Roach, W. Oakley Roach, Hester Anne Roach Dewlin, Helen Parr Iceman, Avis Edith Parr Hopper, Elizabeth Gough Dentry, Ruth Gough Shipley and Jane Gough, directed to the Sheriff of Baltimore City aforesaid, the writ of subpoena against the said Annie E. Bryan directed to the Sheriff of Washington County aforesaid, the writ of subpoena against the said Dora P. Chambers, Bessie Chambers, Miriam Chambers and Pauline Chambers directed to the Sheriff of Queen Anne's County aforesaid, the writ of subpoena against the said body corporate, The Trustees of the Methodist Episcopal Church at Centreville, in Queen Anne's County, State of Maryland, directed to the said Sheriff of Queen Anne's County aforesaid, and the writ of subpoena against the said Edgar Parr, infant, directed to the said Sheriff of Baltimore City aforesaid, commanding them and each of them to appear in this Court in person or by solicitor, at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.,

Rhoda C. Roach

Sarah E. Parr

Thos. J. Keating

J. Frank Harper

Thos. J. Keating, Jr.
Harper & Horney.

Executors, Trustees under the will
of Mary Avis Cahall, deceased.

Solicitors for Plaintiffs.

Examiner's Exhibit "No. 1".
 Filed Oct. 18th. 1927.

I, Mary Avis Cahall, of Queen Anne's County, in the State of Maryland, but now temporarily in Baltimore City, State of Maryland, being of sound and disposing mind, memory and understanding do make, publish and declare this my last will and testament, in manner following, that is to say:-

ITEM ONE. I hereby will and direct the payment of all my just debts, funeral expenses and costs of administration out of my personal estate, and should my personal estate be insufficient for the payment of my said just debts, funeral expenses and costs of administration, I do hereby direct that any part thereof remaining unpaid after the application thereto of my said personal estate shall be paid by my Executors hereinafter named out of the income from my real estate hereinafter directed to be held by them in trust as provided in Item Three of this will.

ITEM TWO. I do hereby direct my Executors hereinafter named to purchase and have erected at the head of my grave a tombstone similar to the tombstone now standing at the head of the grave of my deceased husband, Robert E. Cahall, in Chesterfield Cemetery, at Centreville, Maryland, and also to purchase and have placed granite corner stones at the corners of the burial lot of my said deceased husband in said Cemetery, and to pay the cost of the purchase and erection of said tombstone and corner stones from the same sources out of which I direct the payment of my debts, funeral expenses and costs of administration (the said costs of said tombstone and corner stones to be considered and paid as a debt due by me).

ITEM THREE. All of my real estate, wheresoever the same shall be situate, of which I die seized and possessed, and such of my personal estate as may remain after the directions in Item One and Item Two of this will have been carried out, I do hereby give, devise and bequeath to my Executors hereinafter named, and the survivor of them, and their successor or successors in the trust, in trust and confidence, nevertheless, to have, hold, manage, control, invest and reinvest, sell and dispose of the same, and to take, receive, collect and hold the rents, profits, issues, interest and income accruing and arising from said real estate and personal property, for and during the period and for the purposes hereinafter set forth, that is to say: for and during the period of the joint lives of my sisters, Rhoda C. Roach and Sarah Elizabeth Parr, and for and during the period of the life of the survivor of them; and during said periods to pay and apply the net rents, profits, issues, interest and income annually accruing and arising therefrom, as follows, to wit:-

First: To the payment of whatever amount or amounts may be necessary to carry into effect the provisions and directions contained in Item One and Item Two of this will;

Second: To the payment of the following amounts which I hereby give and bequeath as legacies to the following named persons respectively, the said legacies, as to the payment thereof, to stand on an equal footing and without preference or priority, to wit:-

- (a) To the payment to my said sister, Rhoda C. Roach, of the sum of one thousand dollars (\$1,000.00).
- (b) To the payment to my said sister, Sarah Elizabeth Parr, of the sum of one thousand dollars (\$1,000.00).
- (c) To the payment to my brother, William J. Gough, of the sum of one thousand dollars (\$1,000.00).
- (d) To the payment to my brother, Charles F. Gough, of the sum of one thousand dollars (\$1,000.00).
- (e) To the payment to Annie E. Bryan, niece of my deceased husband, of the sum of one thousand dollars (\$1,000.00).
- (f) To the payment to Dora P. Chambers of the sum of two hundred and fifty dollars (\$250.00).
- (g) To the payment to Bessie Chambers of the sum of two hundred and fifty dollars (\$250.00).
- (h) To the payment to my friend, Reverend Henry Nice, of the sum of two hundred and fifty dollars (\$250.00).
- (i) To the payment to The Trustees of the Methodist Episcopal Church at Centreville, in Queen Anne's County and State of Maryland, a body corporate, of the sum of two hundred and fifty dollars (\$250.00).

Should the aforesaid net rents, profits, issues, interest and income received by said Trustees during the life of my said sisters, Rhoda C. Roach and Sarah Elizabeth Parr, and the survivor of them, prove to be insufficient to pay the said legacies in full, then the amount of said net rents, profits, issues, interest and income applicable to the payment of said legacies shall be apportioned by the said Trustees among said legatees pro rata according to the amount so as aforesaid bequeathed to each legatee.

THIRD: After the application of said net rents, profits, issues, interest and income to the carrying out of the provisions and directions of said Item One and Item Two of this will, and after the payment thereof of the aforesaid legacies, then the said net rents, profits, issues, interest and income shall be paid by the said Trustees to my said sisters, Rhoda C. Roach and Sarah Elizabeth Parr, annually during their joint lives, in equal proportions, share and share alike, and from and after the death of either of them, shall be paid by the said Trustees annually to the survivor of them for and during the remainder of the term of her natural life.

And upon the death of the survivor of my said sisters, Rhoda C. Roach and Sarah Elizabeth Parr, my said Executors, hereinafter named, or the survivor of them, or their

successor or successors in said trust, are hereby authorized, empowered and directed to sell, either at public or private sale, in their discretion, and upon such terms as they may deem most advantageous, all my said real estate, and, after the payment of the costs and expenses incident to the making of such sale, are hereby authorized, empowered and directed to pay and apply the net proceeds of said sale as follows:-

First, To the payment of any balance of my debts that may still remain unpaid after the application thereto of my personal estate and of the income from my real estate to such debts.

Second; To the payment of Miriam Chambers of the sum of two hundred and fifty dollars (\$250.00), which said sum I do hereby bequeath to the said Miriam Chambers from said net proceeds of sale.

Third; To the payment of Pauline Chambers, of the sum of two hundred and fifty dollars (\$250.00), which said sum I do hereby bequeath to the said Pauline Chambers from said net proceeds of said sale.

Fourth; To the payment of the remainder of said net proceeds of sale to my following named nephews and nieces, to wit:- Ernest Roach, John Henry Roach, Oakley Roach, Hester Anne Roach Dewlin, Helen Parr Iceman, Avis Edith Parr, Edgar Parr, Elizabeth Gough, Ruth Gough and Jane Gough, to be divided between them in equal proportions, share and share alike, which said remainder of said net proceeds of said sale, together with any of my personal estate that may remain in the hands of my said Executors as Trustees as aforesaid, I do hereby give, devise and bequeath to my said nephews and nieces, Ernest Roach, John Henry Roach, Oakley Roach, Hester Anne Roach Dewlin, Helen Parr Iceman, Avis Edith Parr, Edgar Parr, Elizabeth Gough, Ruth Gough and Jane Gough, in equal proportions, share and share alike, absolutely and in fee simple, and the said trust shall then cease and terminate.

ITEM FOUR. I do hereby revoke any and all other wills, testaments and codicils heretofore made by me.

ITEM FIVE. I do hereby constitute and appoint Thomas J. Keating and J. Frank Harper to be the Executors of this my last will and testament.

In testimony whereof I have hereunto subscribed my name and affixed my seal this twentieth day of December in the year nineteen hundred and nineteen:-

Mary Avis Cahall (SEAL)

Signed, sealed, published and declared by the above named testatrix, Mary Avis Cahall, as and for her last will and testament, in the presence of us, who, at her request and in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto:-

Denton S. Lowe

Edward A. Perkins.

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

On the tenth day of January, A. D. 1920, came Thomas J. Keating, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Mary Avis Cahall, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing 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 hands of said deceased on or about the 20th day of December, A. D. 1919.

Sworn before

William T. Bishop
Register of Wills for Queen
Anne's County, Md.

Sarah E. Parr,
William J. Gough, and
Charles F. Gough,
Plaintiffs,

vs.

Thomas J. Keating and
J. Frank Harper,
Executors of the last
will and testament of
Mary Avis Cahall,
deceased,
Defendants.

In the Orphans' Court
of
Queen Anne's County.

In the Matter of the
Estate of Mary Avis
Cahall, deceased.

The record of the trial of the issues in the above entitled cause heretofore sent out of this Court unto the Circuit Court for Queen Anne's County, and removed from said Circuit Court for Queen Anne's County to the Circuit Court for Talbot County for trial, having been duly returned unto this Court, and it appearing from the said record that

upon the trial of said issues the jury sworn to try the same returned a verdict for the said defendants upon all of said issues;

NOW, THEREFORE, IT IS, on this eighteenth day of April, in the year Nineteen Hundred and Twenty-two, upon the said verdict, ADJUDGED, ORDERED AND DECREED by the Orphans' Court of Queen Anne's County that the paper writing, dated the twentieth day of December, in the year Nineteen Hundred and Nineteen, propounded as and for the last will and testament of Mary Avis Cahall, late of Queen Anne's County, State of Maryland, deceased, is in fact the last will and testament of the said Mary Avis Cahall; and it is further ordered that the said last will and testament be and the same is hereby admitted to probate as such last will and testament of said Mary Avis Cahall; and it is further ordered that all the costs of this court and of the Circuit Court for Queen Anne's County and of the Circuit Court for Talbot County arising out of the framing, transportation and final determination of said issues be paid by the said plaintiffs; and it is also further ordered that letters testamentary on the estate of the said Mary Avis Cahall, deceased, be granted to Thomas J. Keating and J. Frank Harper of Queen Anne's County aforesaid, the persons named and designated as Executors in said last will and testament, and that the said Thomas J. Keating and J. Frank Harper file in this Court an approved bond as such Executors in the penalty of Three Thousand Dollars (\$3,000.00).

W. Hopper Gibson

John R. Benton

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 the last will and testament of Mary Avis Cahall, deceased, together with probates and proofs thereto attached, as filed on January 10, 1920, and passed in this office on April 18th. 1922, and recorded in Liber W. T. B. No. 1, Folio 270, 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 6th day of April, 1927.

Wm. T. Bishop
Register of Wills for Queen Anne's
County, Maryland.

EXHIBIT No. 2.
Filed July 25th. 1927.

THE STATE OF MARYLAND

Seal's
Place.

BALTIMORE CITY, SC.:

THE SUBSCRIBER, Register of Wills for Baltimore City, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all the goods, chattels, credits and personal estate of Henry Nice, deceased, were on the 8th. day of September, in the year of our Lord one thousand nine hundred and twenty one granted and committed unto Henry W. Nice, the Executor by the last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.

Seal's
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 30th. day of April, in the year of our Lord nineteen hundred and twenty seven.

Test:

Edwin R. Downes
Register of Wills for Baltimore City.

431368

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
"To lie in office".

QUEEN ANNE'S COUNTY, TO WIT:

Seal's THE STATE OF MARYLAND
Place.

TO

William J. Gough, Charles F. Gough, Henry W. Nice, Executor of the last will
and testament of Henry Nice, deceased; John Henry Roach, W. Oakley Roach, Hester
Anne Roach Dewlin, Helen Parr Iceman, Avis Edith Parr Hopper, Elizabeth Gough
Dentry, Ruth Gough Shipley and Jane Gough

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the
Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County,
on the first Monday of August next, to answer the complaint of Rhoda C. Roach, 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 first Monday
of July, 1927.
Issued the 25th. day of July, in the year 1927.

B. Hackett Turner, Clerk.

Keating, Harper & Horney

solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the
office of the Clerk of this Court within fifteen days of the first Monday of August next,
being the Return Day.

B. Hackett Turner, Clerk.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
"To lie in office".

QUEEN ANNE'S COUNTY, TO WIT:

Seal's THE STATE OF MARYLAND
Place.

TO

Dora P. Chambers, Bessie Chambers, Mariam Chambers and Pauline Chambers

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 August, next, to answer the complaint of Rhoda C. Roach
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 first Monday
of July, 1927.
Issued the 25th. day of July, in the year 1927.

B. Hackett Turner, Clerk.

Keating, Harper & Horney

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 August
next, being the Return Day.

B. Hackett Turner, Clerk.

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
The Trustees of the Methodist Episcopal Church at Centreville,
OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of August next, to answer the complaint of Rhoda C. Roach 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 first Monday of July, 1927.
Issued the 25th. day of July, in the year 1927.

B. Hackett Turner, Clerk.

Keating, Harper & Horney
Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court, within fifteen days of the first Monday of August next, being the Return Day.

B. Hackett Turner, Clerk.

ORDER OF PUBLICATION.
Filed July 25th. 1927.

ORDER OF PUBLICATION

RHODA C. ROACH,
SARAH ELIZABETH PARR,
THOMAS J. KEATING and J. FRANK
HARPER, Executors, Trustees
under the will of Mary Avis
Cahall, deceased,
Plaintiffs,

vs.

WILLIAM J. GOUGH,
CHARLES F. GOUGH,
ANNIE E. BRYAN,
DORA P. CHAMBERS,
BESSIE CHAMBERS,
HENRY W. NICE, Executor of the
last will and testament of
Henry Nice, deceased,
THE TRUSTEES OF THE METHODIST
EPISCOPAL CHURCH AT CENTRE-
VILLE, IN QUEEN ANNE'S
COUNTY, STATE OF MARYLAND,
a body corporate,
MIRIAM CHAMBERS,
PAULINE CHAMBERS,
ERNEST A ROACH,
JOHN HENRY ROACH,
W. OAKLEY ROACH,
HESTER ANNE ROACH DEWLIN,
HELEN PARR ICEMAN,
AVIS EDITH PARR HOPPER,
EDGAR PARR, infant,
ELIZABETH GOUGH DENTRY,
RUTH GOUGH SHIPLEY and
JANE GOUGH, defendants.

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

Cause No.

The object of this suit is to procure the sale of the farm called "The Robert E. Cahall Farm", situate in the Sixth Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Centreville to Ruthsburg, owned by Mary Avis Cahall, late of Queen Anne's County aforesaid, deceased, at the time of her death and devised by her last will and testament, dated December 20th. 1919, and recorded in Liber W. T. B. No. 1, folios 256, etc., a will record book for Queen Anne's County aforesaid, unto Thomas J. Keating, and J. Frank Harper, the Executors named in said will, and the survivor of them, and their successor or successors in the trust, in trust for the purposes in said will expressed, on the ground that such a sale will be to the interest and advantage of all parties concerned and the proceeds of sale invested under the direction of the Circuit Court for Queen Anne's County in Equity to enure to the same parties and in like manner as by said Will is provided.

The substance of the Bill of Complaint is as follows, to wit:

That Mary Avis Cahall departed this life on December 28th. 1919, seized and possessed of said farm and leaving a last will and testament, by which she devised the said farm to the said Thomas J. Keating and J. Frank Harper, Executors, in trust as aforesaid.

That the Circuit Court for Queen Anne's County in Equity assumed jurisdiction of the trust created by said will by its order passed on May 5th. 1924, in Cause No. 2538 on the Chancery Docket of said Court.

That under and by the terms and provisions of said trust the said Thomas J. Keating and J. Frank Harper, Executors, Trustees as aforesaid, were authorized, empowered and directed to sell said farm upon the death of the survivor of Rhoda C. Roach and Sarah Elizabeth Parr and to make application of the net proceeds of sale in the manner prescribed by the said will of the said Mary Avis Cahall, deceased.

That the Executors, Trustees as aforesaid, find it difficult to conduct and manage said farm in a manner suitable to the best interest and advantage of their cestui que trustants,

That the collateral inheritance tax due on said trust property has not been paid because the Trustees do not know to what extent and in what manner the said tax should be paid at this time.

That the Plaintiffs to said Bill of Complaint pray unto the Circuit Court for Queen Anne's County in Equity, as follows:

For an order of publication, giving notice to the said Ernest A. Roach, who is a non-resident of the State of Maryland, of the substance and object of this Bill of Complaint and also the writ of subpoena against the said William J. Gough, Charles F. Gough, Henry W. Nice, Executor of the last will and testament of Henry Nice, deceased, John Henry Roach, W. Oakley Roach, Hester Anne Roach Dewlin, Helen Parr Iceman, Avis Edith Parr Höpper, Elizabeth Gough Dentry, Ruth Gough Shipley, Jane Gough, Annie E. Bryan, Dora P. Chambers, Bessie Chambers, Miriam Chambers, Pauline Chambers, The Trustees of the Methodist Episcopal Church at Centreville, in Queen Anne's County, State of Maryland, a body corporate, and Edgar Parr, infant, who together with the Plaintiffs, Rhoda C. Roach, Sarah Elizabeth Parr and Thomas J. Keating and J. Frank Harper, Executors, Trustees as aforesaid, constitute the parties interested in said farm.

IT IS THEREUPON, this 25th. day of July, 1927, ordered by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the Plaintiffs, by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County aforesaid, once in each of four successive weeks before the 1st day of September, 1927, give notice to Ernest A. Roach, who the Bill of Complaint states is a non-resident Defendant of the State of Maryland, residing in the District of Columbia, of the object and substance of said Bill of Complaint, warning him to appear in the Circuit Court for Queen Anne's County, in Equity, in person or by solicitor, on or before the 20th day of September, 1927, to answer the premises and show cause, if any he has, why a decree ought not to be passed as prayed.

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

ORDER OF HOWARD BRYANT TO ENTER
HIS APPEARANCE FOR WILLIAM J.
GOUGH, ET. AL.
Filed July 25th. 1927.

RHODA C. ROACH,
SARAH ELIZABETH PARR,
THOMAS J. KEATING and J. FRANK
HARPER, Executors, Trustees
under the will of Mary Avis
Cahall, deceased.
Plaintiffs,

vs.

WILLIAM J. GOUGH,
CHARLES F. GOUGH,
ANNIE E. BRYAN,
DORA P. CHAMBERS,
BESSIE CHAMBERS,
HENRY W. NICE, Executor of the
last will and testament of
Henry Nice, deceased,
THE TRUSTEES OF THE METHODIST
EPISCOPAL CHURCH AT CENTRE-
VILLE, IN QUEEN ANNE'S
COUNTY, STATE OF MARYLAND,
a body corporate,
MIRIAM CHAMBERS,
PAULINE CHAMBERS,
ERNEST A. ROACH,
JOHN HENRY ROACH,
W. OAKLEY ROACH,
HESTER ANNE ROACH DEWLIN,
HELEN PARR ICEMAN,
AVIS EDITH PARR HOPPER,
EDGAR PARR, infant,
ELIZABETH GOUGH DENTRY,
RUTH GOUGH SHIPLEY and
JANE GOUGH,
Defendants.

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

Cause No.

B. Hackett Turner, Clerk; Enter my appearance as Attorney for William J. Gough,
Charles F. Gough, Helen Parr Iceman, Avis Edith Parr Hopper, Elizabeth Gough Dentry, Ruth
Gough Shipley and Jane Gough, Defendants in the above Cause.

Howard Bryant,
Sol.

ANSWER OF WILLIAM J. GOUGH, et al.,
Filed July 25th. 1927.

RHODA C. ROACH,
SARAH ELIZABETH PARR,
THOMAS J. KEATING, and J. FRANK
HARPER, Executors, Trustees
under the will of Mary Avis
Cahall, deceased,
Plaintiffs,

vs.

WILLIAM J. GOUGH,
CHARLES F. GOUGH,
ANNIE E. BRYAN,
DORA P. CHAMBERS,
BESSIE CHAMBERS,
HENRY W. NICE, Executor of the
last will and testament of
Henry Nice, deceased,
THE TRUSTEES OF THE METHODIST
EPISCOPAL CHURCH AT CENTRE-
VILLE, IN QUEEN ANNE'S COUNTY,
STATE OF MARYLAND,
a body corporate,
MIRIAM CHAMBERS,
PAULINE CHAMBERS,
ERNEST A. ROACH,
JOHN HENRY ROACH,
W. OAKLEY ROACH,
HESTER ANNE ROACH DEWLIN,
HELEN PARR ICEMAN,
AVIS EDITH PARR HOPPER,
EDGAR PARR, infant,
ELIZABETH GOUGH DENTRY,
RUTH GOUGH SHIPLEY and
JANE GOUGH,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of William J. Gough, Charles F. Gough, Dora P. Chambers, Bessie Chambers, Henry W. Nice, Executor of the last will and testament of Henry Nice, deceased, The Trustees of the Methodist Episcopal Church at Centreville, in Queen Anne's County, State of Maryland, a body corporate, Miriam Chambers, Pauline Chambers, Ernest A. Roach, John Henry Roach, W. Oakley Roach, Hester Anne Roach Dewlin, Helen Parr Iceman, Avis Edith Parr Hopper, Elizabeth Gough Dentry, Ruth Gough Shipley and Jane Gough, the defendants in the above cause, to the Bill of Complaint filed against them in said cause, to your Honors respectfully shows:

That these defendants, jointly and severally, admit the several matters and things stated in the said Bill of Complaint to be true as therein set forth, and do hereby jointly and severally consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

William J. Gough

Charles F. Gough

Miriam Chambers

Dora P. Chambers

Bessie Chambers

Henry W. Nice

Executor of the last will and
testament of Henry Nice, deceased.

THE TRUSTEES OF THE METHODIST
EPISCOPAL CHURCH AT CENTREVILLE,
IN QUEEN ANNE'S COUNTY, STATE OF
MARYLAND,

By Chas. A. Busted

President of the Board.

Pauline Chambers

Ernest A. Roach

John H. Roach

W. Oakley Roach

Hester Ann Roach Dewlin

Avis Edith Parr Hopper

Helen Parr Iceman

Elizabeth Gough Dentry

Ruth Gough Shipley

Jane Gough

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
"Returned Summoned".

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND

TO

Edgar Parr, infant.

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of August next, to answer the complaint of Rhoda C. Roach and others 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 third Monday of July, 1927.
 Issued the 25th. day of July, in the year 1927.

Keating, Harper & Horney

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 August next, being the Return Day.

B. Hackett Turner, Clerk.

Attached to the above Subpoena is the following endorsement:

"The infant defendant, Edgar Parr, resides with his parents, Mr. & Mrs. Albert Parr, at 506 E. Forty Second Street, Baltimore City.

In making service the Sheriff should read the writ in the presence of the infant and of one of his parents and leave a copy of the writ with one of the parents. "

And on the back of the foregoing writ is the following endorsement, to wit:

Received 26th. day of July, 1927, and forthwith delivered to the Sheriff of Baltimore City.

Test: Stephen C. Little, Clerk.

RECEIVED AT THE SHERIFF'S OFFICE ON
 JUL. 26, 1927. 9 35 A. M.

Summoned by reading summons to Edgar Parr, infant, and a copy of the Process left with Mrs. Albert Parr, Mother of and party having care of Infant named in writ.

(Buehler) 7/28/27. Fees \$0.95

John E. Potee, Sheriff.

SUBPOENA FOR RESPONDENT TO
 APPEAR AND ANSWER.
 "Returned Summoned".

QUEEN ANNE'S COUNTY, TO WIT;

Seal's Place. THE STATE OF MARYLAND

TO

Annie E. Bryan

OF WASHINGTON 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 August next, to answer the complaint of Rhoda C. Roach 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 July, 1927.

Issued the 25th. day of July, in the year 1927.

Keating, Harper & Horney,

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 August next, being the Return Day.

B. Hackett Turner, Clerk.

And on the back of the foregoing writ is the following endorsement, to wit:

Received July 26, 1927, and forthwith delivered to the Sheriff of Washington County.

Test: Edward Oswald,
Clerk.

"Summoned".

Scott McC. Kline,
Sheriff.

ANSWER OF ANNIE E. BRYAN,
Filed Aug. 23rd. 1927.

RHODA C. ROACH,
SARAH ELIZABETH PARR,
THOMAS J. KEATING and J. FRANK
Harper, Executors, Trustees
under the will of MaryAvis
Cahall, deceased,
Plaintiffs,

vs.

WILLIAM J. GOUGH,
CHARLES F. GOUGH,
ANNIE E. BRYAN,
DORA P. CHAMBERS,
BESSIE CHAMBERS,
HENRY W. NICE, Executor of the
late will and testament of
Henry Nice, deceased,
THE TRUSTEES OF THE METHODIST
EPISCOPAL CHURCH AT CENTRE-
VILLE, IN QUEEN ANNE'S
COUNTY, STATE OF MARYLAND,
a body corporate,
MIRIAM CHAMBERS,
PAULINE CHAMBERS,
ERNEST A. ROACH,
JOHN HENRY ROACH,
W. OAKLEY ROACH,
HESTER ANNE ROACH DEWLIN,
HELEN PARR ICEMEN,
AVIS EDITH PARR HOPPER,
EDGAR PARR, infant,
ELIZABETH GOUGH DENTRY,
RUTH GOUGH SHIPLEY and
JANE GOUGH, Defendants.

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

Cause No. 2713.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Annie E. Bryan, one of the defendants in the above cause, to the Bill of Complaint filed against her in said cause, to your Honors respectfully shows:

That this defendant admits the several matters and things stated in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

Annie E. Bryan.

PETITION FOR APPOINTMENT
OF GUARDIAN AD LITEM AND
ORDER OF COURT THEREON.
Filed Aug. 31st. 1927.

RHODA C. ROACH, ET AL.,
PLAINTIFFS,

VS.

WILLIAM J. GOUGH, ET AL.,
DEFENDANTS.

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

Cause No. 2713.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Rhoda C. Roach, Sarah Elizabeth Parr, and Thomas J. Keating and J. Frank Harper, Executors, Trustees, under the will of Mary Avis Cahall, deceased, Plaintiffs in the above entitled cause, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the Bill of Complaint filed in this cause, one of the Defendants to said Bill of Complaint, to wit: Edgar Parr, is an infant under the age of twenty one years.

2. That the writ of subpoena heretofore issued in this cause against the said Edgar Parr, infant, has been duly served according to law upon the said Edgar Parr, infant, as will appear from the return of the Sheriff of Baltimore City endorsed on the said writ of subpoena and filed in this cause on the 30th day of July, 1927.

3. That your Petitioners are advised that because of the infancy of the said Edgar Parr it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend this suit for the said Edgar Parr, infant.

4. That the said Edgar Parr, infant, has no legal guardian or committee residing within the jurisdiction of this Court.

Your Petitioners, therefore, pray this Honorable Court to pass an order appointing some suitable person within the jurisdiction of this Court, Guardian Ad Litem for said Edgar Parr, infant, with instructions to said Guardian Ad Litem to answer and defend the said suit for said Edgar Parr, infant.

Respectfully submitted,

Thos. J. Keating, Jr.

Harper & Horney.

Filed Aug. 31st. 1927.

Solicitors for Plaintiffs.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 19th. day of September, nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that Sam'l. T. Bouchelle, of Queen Anne's County, State of Maryland, be and he is hereby appointed Guardian Ad Litem of Edgar Parr, infant, with instructions to him to answer and defend the suit instituted against the said Edgar Parr, infant, by the Bill of Complaint filed in the above cause.

Filed Sept. 21st. 1927.

Lewin W. Wickes.

ANSWER OF EDGAR PARR,
INFANT, BY HIS GUARDIAN AD LITEM.
Filed Sept. 21st. 1927.

RHODA C. ROACH, ET AL.,
PLAINTIFFS,

vs.

WILLIAM J. GOUGH, ET AL.,
DEFENDANTS.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Edgar Parr, infant under the age of twenty one years, by Samuel T. Bouchelle, his Guardian Ad Litem, to the Bill of Complaint of Rhoda C. Roach, et al., against him in the above entitled cause says:

That this Defendant cannot admit any of the matters and things alleged in said Bill of Complaint, and being an infant of tender years, submits his rights to the protection of this Honorable Court.

Samuel T. Bouchelle
Guardian Ad Litem.

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

I HEREBY CERTIFY that on this 21st. day of September, 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 Samuel T. Bouchelle, the above named Guardian Ad Litem and made 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 of the Circuit Court for
Queen Anne's County.

Filed Sept. 21st. 1927.

TESTIMONY.
Filed Oct. 18th. 1927.

RHODA C. ROACH, ET AL.,

vs.

WILLIAM J. GOUGH, ET AL.,

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

Cause No. 2713.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled cause being at issue, and the counsel for the Plaintiffs and the Guardian Ad Litem having notified the subscriber, one of the regular examiners for this Honorable Court, of their desire to take testimony, your examiner did, on the seventeenth day of October, nineteen hundred and twenty seven, attend at the law offices of Harper and Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 10 o'clock A.M., and proceeded to take the following testimony:

Dora P. Chambers, the first witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:

- Q. 1. Please state your name, age and place of residence.
- A. My name is Dora Palmer Chambers. I am 58 years old. I reside in Centreville, Queen Anne's County, Maryland.
- Q. 2. Please state whether or not you are acquainted with any of the parties to this suit and if you are, which of them you know and how long you have known them.
- A. Yes I know all of the parties to the suit, except Henry W. Nice, the Executor of Henry Nice. I know that he is the son of the Reverend Henry Nice, whom I knew. I also know the Trustees of the Methodist Episcopal Church of Centreville. I am a member of this Church. I myself am one of the Defendants to this suit. I have known all of the parties to the suit with the exception of Henry W. Nice and the corporation for a number of years. They are all adults with the exception of Edgar Parr, who is an infant under the age of 21 years.
- Q. 3. Were you or not acquainted with Mary Avis Cahall, late of Queen Anne's County, deceased, and, if so, state whether she is living or dead, and if dead, when and where she died?
- A. I was acquainted with Mary Avis Cahall. She is now dead. She died the 28th. day of December, 1919, at the Mercy Hospital in Baltimore City.
- Q. 4. Do you or not know if the said Mary Avis Cahall left a will, and, if so, whether or not you are familiar with the same?
- A. Yes, I know that she left a will. I am familiar with some of the provisions of it. I do know she created a trust thereby and that the said trust is being administered by Judge Keating and Mr. Harper and in a general way I know what the contents of the will were.
- Q. 5. We now hand you a paper writing marked "Exhibit No. 1", in this suit. Please look at it and state what it is.

(NOTE: At this point the exhibit mentioned above was offered in testimony as a part of the same and was marked by your Examiner "Examiner's Exhibit No. A").

- A. It is a certified copy of the last will and testament of Mary Avis Cahall, late of Queen Anne's County, Maryland, deceased.
- Q. 6. State whether or not the said Mary Avis Cahall left any real estate at the time of her death, and, if so, briefly describe it and give your idea of the value of the same?
- A. I know that she left a farm and so far as I know that is all the real estate she left. The farm is located on the public road from Centreville to Ruthsburg, contains over 200 acres and is known as "The Robert E. Cahall Farm". It is not worth as much as it was when Mrs. Cahall died. I should say about one-half as much. I would not like to see it sold for less than \$6000.00 or \$7000.00. That is my idea of its present worth.
- Q. 7. What children, if any, did the said Mary Avis Cahall leave surviving her at the time of her death?
- A. She did not have any children.
- Q. 8. You state there were no children. What brothers and sisters or other relatives, if any, did the said Mary Avis Cahall leave surviving her at the time of her death. In naming them, please give their ages and where they now reside.
- A. Rhoda C. Roach, a sister, is an adult and resides in Baltimore City; Sarah Elizabeth Parr, a sister, is an adult and resides in Baltimore City; William J. Gough, a brother, is an adult and resides in Baltimore City; Charles F. Gough, a brother, is an adult and resides in Baltimore City; Ernest A. Roach, a nephew, is an adult and resides in Washington, C. D; John Henry Roach, a nephew, is an adult and resides in Baltimore City; W. Oakley Roach, a nephew, is an adult and resides in Baltimore City; Helen Parr Iceman, a niece, is an adult and resides in Baltimore City; Avis Edith Parr Hopper, a niece, is an adult and resides in Baltimore City; Edgar Parr, a nephew, is an infant under the age of 21 years and resides with his mother, Sarah Elizabeth Parr, in Baltimore City; Elizabeth Gough Dentry, a niece, is an adult and resides in Baltimore City; Ruth Gough Shipley, a niece, is an adult and resides in Baltimore City; and Jane Gough, a niece, is an adult and resides in Baltimore City; She had no other relatives closer or as close as the ones just named. Annie E. Bryan, myself, Bessie Chambers, Henry Nice, Mariam Chambers and Pauline Chambers were no relation to the deceased, but they are all of legal age.
- Q. 9. Do you know whether or not the infant, Edgar Parr, has a legal guardian residing within the jurisdiction of the Circuit Court for Queen Anne's County in Equity or in the State of Maryland?
- A. I do not know, but I never heard of any.
- Q. 10. State who owns the farm called "The Robert E. Cahall Farm", left by the said Mary Avis Cahall?
- A. It was devised to Thomas J. Keating and J. Frank Harper, in trust.
- Q. 11. Do you know in what manner the farm has been cultivated since it has been in charge of the Executors, Trustees named in the will?
- A. It has been cultivated by yearly tenants and these tenants have been changed several times.
- Q. 12. In view of your knowledge of this farm, state whether or not in your opinion it would be to the interest and advantage of yourself and the other devisees under the will of the said Mary Avis Cahall that this farm be sold under a decree of the Circuit Court for Queen Anne's County, in Equity, and the proceeds of sale invested under the order of said Court to enure to the same parties and in like manner as by the said will is provided? Give the reasons for your answer.
- A. Yes, I do. I think the farm is going down all the time. It is producing less and less each year and unless it is sold it will soon be worth nothing at all of any value. I say this because I have never received any part of the legacy bequeathed to me by the will and I have been advised that the reason for this is because the farm is not producing enough to keep up the actual expenses of the same. Besides the farm needs lime and doubtless some fencing.

EXAMINER'S SPECIAL:

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 any 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.

I do not.

Test: M. B. Bordley.

Dora P. Chambers.

Harry W. Chambers, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:

Q. 1. Please state your name, age, occupation and place of residence.

A. I am Harry W. Chambers. I am 66 years old. I am a merchant. And I reside in Centreville, Maryland.

Q. 2. Please state whether or not you are acquainted with any of the parties to this suit and if you are, which of them you know and how long you have known them.

A. I know Rhoda C. Roach, Sarah Elizabeth Parr, Thomas J. Keating, J. Frank Harper, William J. Gough, Charles F. Gough, Annie E. Bryan, Dora P. Chambers, Bessie Chambers, Mariam Chambers, Pauline Chambers, Ernest A. Roach, John Henry Roach, W. Oakley Roach, Hester Anne Roach Dewlin, and I know that there is a Helen Parr Iceman, Avis Edith Parr Hopper, Edgar Parr, Elizabeth Gough Dentry, Ruth Gough Shipley and Jane Gough. I know that there was a Henry Nice. I know the Trustees of the Methodist Episcopal Church at Centreville. I am one of them. I have known all of them for a number of years except the said Helen Parr Iceman, Avis Edith Parr Hopper, Edgar Parr, Elizabeth Gough Dentry, Ruth Gough Shipley and Jane Gough.

Q. 3. How old is Rhoda C. Roach? Sarah Elizabeth Parr?

A. Mrs. Roach is about 67. Mrs Parr is about 63.

Q. 4. State if you know whether or not all the other parties to the suit are adults?

A. All of the parties to the suit, except Edgar Parr, are adults.

Q. 5. State if you know the age of Edgar Parr with regard to his infancy.

A. I know that he is an infant under the age of 21 years.

Q. 6. Do you know whether or not the infant, Edgar Parr, has a legal guardian residing within the jurisdiction of the Circuit Court for Queen Anne's County in Equity or the State of Maryland?

A. I do not know, but I never knew of any.

Q. 7. State whether or not you are acquainted with the farm known as "The Robert E. Cahall Farm", and if so, how you became acquainted with it?

A. I know the farm. I have know it for a number of years. I became familiar with it through visits with Mrs. Cahall to the same. Mrs. Cahall lived with us and I frequently took her out to the farm.

Q. 8. What is your idea of the value of the said farm?

A. The farm during the war and just before her death was worth about \$15,000.00 or \$16,000.00. It is not worth more than one-half that amount now. It has gone down so since.

Q. 9. When was the last time you were on the farm? What was the condition of the improvements? The fencing?

A. I was on the farm last year. The buildings are run down. The fences are in bad shape.

Q. 10. Considering your knowledge of the farm, what it produces and what will be required to be expended for its upkeep, state whether or not in your opinion it would be to the interest and advantage of the parties to this suit that the farm be sold under a decree of the Circuit Court for Queen Anne's County in Equity and the proceeds of sale invested under the order of said Court to enure to the same parties and in like manner as by the will of Mary Avis Cahall is provided? Give the reasons for your answer.

A. I think it had better be sold, because the present condition of the farm is such that it can hardly pay the expenses incident to running it. I know that there were several legacies charged on the income. My wife is one of them. She has been paid nothing. If the money were invested it should pay something on account of the legacies if they are not paid in full.

EXAMINER'S SPECIAL:

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 any 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.

I don't know of anything.

Test: M. B. Bordley.

Harry W. Chambers.

J. Milton Arringdale, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:

Q. 1. Please state your name, age, occupation and residence.

A. My name is J. Milton Arringdale. I am 63 years old. I am retired farmer, I reside in Centreville, Maryland.

Q. 2. Are you or not acquainted with the parties to this suit or any of them and, if so, how long have you known them.

A. I know Thomas J. Keating, J. Frank Harper, William J. Gough, Annie E. Bryan, Dora P. Chambers, Bessie Chambers, Miriam Chambers and Pauline Chambers. I have known them for a number of years. I know all of the Trustees of the Methodist Episcopal Church at Centreville, Maryland. I am one of them. I do not know Rhoda C. Roach, Sarah Elizabeth Parr, Charles F. Gough, Henry W. Nice, Earnest A. Roach, John Henry Roach, W. Oakley Roach, Hester Anne Roach Dewlin, Helen Parr Iceman, Avis Edith Parr Hopper, Edgar Parr, Elizabeth Gough Dentry, Ruth Gough Shipley and Jane Gough.

Q. 3. Are you or not acquainted with the farm of the late Mary Avis Cahall known as "The Robert E. Cahall Farm", located on the public road from Centreville to Ruthsburg, in the Sixth Election District of Queen Anne's County, containing 250 acres of land, more or less, and if so, state how you became acquainted with it and how long you have known of it.

A. Yes, I am acquainted with the farm in question. I own the farm across the road from it and have been living in the vicinity for 40 years. I am well acquainted with it.

Q. 4. State whether or not the farm has depreciated in value since the death of Mary Avis Cahall?

A. I would say so, very materially.

Q. 5. Assuming that this farm is the corpus of a trust estate and that the present life beneficiaries are women of 63 and 67 years, respectively, and that the farm is directed by the will of the testatrix to be sold after the death of the survivor of the life beneficiaries, state whether or not in your opinion it would be to the interest and advantage of the parties interested therein that the farm be sold under a decree of the Circuit Court for Queen Anne's County in Equity and the proceeds of sale invested under the order of said Court to enure to the same parties and in like manner as by the will of Mary Avis Cahall is provided? Give the reasons for your answer.

A. Yes, I do. I have seen the farm constantly in the last eight years. I know that it has ceased to be a revenue producer. It used to be a revenue producer. It is also deteriorating in other ways, the buildings and fencing and everything is going down on it. It is becoming less valuable all the time.

Q. 6. What is your idea of the value of said farm?

A. It is not worth over \$8,000.00.

EXAMINER'S SPECIAL:

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 any 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.

No, I don't recall anything that would be to their advantage.

Test: M. B. Bordley.

J. Milton Arringdale.

Charles M. West, the last witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:

Q. 1. Please state your name, age, occupation and residence.

A. My name is Charles M. West. I am 60 years old. My occupation is that of a banker and farmer. I reside in Centreville, Maryland.

Q. 2. Are you or not acquainted with the parties to this suit or any of them, and, if so, how long have you known them.

A. I know Rhoda C. Roach, Thomas J. Keating, J. Frank Harper, William J. Gough, Charles F. Gough, Annie E. Bryan, Dora P. Chambers, Bessie Chambers, Miriam Chambers and Pauline Chambers. I have known them for a number of years. I know all of the Trustees of the Methodist Episcopal Church at Centreville. I am one of them. I do not know the other parties to the suit.

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Q. 3. Are you or not acquainted with the farm of the late Mary Avis Cahall known as "The Robert E. Cahall Farm", located on the public road from Centreville to Ruthsburg, in the Sixth Election District of Queen Anne's County, containing 250 acres of land, more or less, and if so, state how you became acquainted with it and how long you have known it.

A. I have been passing that farm frequently for the last 18 years, ever since I had a farm in that neighborhood.

Q. 4. State whether or not the farm has depreciated in value since the death of Mary Avis Cahall.

A. It has, very, very much.

Q. 5. Assuming that this farm is the corpus of a trust estate and that the present life beneficiaries are women of 63 and 67 years, respectively, and that the farm is directed by the will of the testatrix to be sold after the death of the survivor of the life beneficiaries, state whether or not in your opinion it would be to the interest and advantage of the parties interested therein that the farm be sold under a decree of the Circuit Court for Queen Anne's County in Equity and the proceeds of sale invested under the order of said Court to enure to the same parties and in like manner as by the will of Mary Avis Cahall is provided? Give the reasons for your answer.

A. Yes, I do. I believe it would be to the advantage of everybody interested to sell it. The majority of those interested are women. They usually do not know how to look after farm property and must depend on some else to do it. In this day it is a hard thing to do. From what I can see the buildings and fencing are very much depreciated and especially so in late years. It has been very poorly farmed for the last four or five years and is evidently not producing what it should.

Q. 6. What is your idea of the value of said farm?

A. It ought to be worth at least \$7,500.00.

EXAMINER'S SPECIAL:

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 any 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.

No.

Test: M. B. Bordley.

Charles M. West.

There being no further witnesses to be examined and neither the counsel for the Plaintiffs nor the Guardian Ad Litem desiring further time for the production of evidence your examiner herewith respectfully makes his return together with his "Exhibit No. A", same being a certified copy of the will of Mary Avis Cahall, and certifies that he was engaged with such examination two days and examined four witnesses, making costs chargeable to the Plaintiffs as follows, to wit:

Madison B. Bordley, Examiner, \$8.00

Witness fees:

Dora P. Chambers,	\$	.75	
Harry W. Chambers,		.75	
J. Milton Arringdale		.75	
Charles M. West,		.75	3.00

TOTAL,----- \$11.00

Exhibit No. 1 filed with the testimony will be found recorded among these proceedings just following the Bill of Complaint.

AGREEMENT TO SUBMIT.
Filed Nov. 9th. 1927.

RHODA C. ROACH, ET AL.,

VS.

WILLIAM J. GOUGH, et al.

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

Cause No. 2713.

All adult defendants having admitted by their answer the facts set forth in the

Bill of Complaint and having consented to the passage of a Decree, it is hereby agreed by and between Thomas J. Keating, Jr., and Harper and Horney, Solicitors for the Plaintiffs, and Samuel T. Bouchelle, Guardian Ad Litem for Edgar Parr, infant, that the proceedings in this case and the testimony taken by the examiner be submitted to the Court, without argument, for such Decree as the Court may think proper in the premises.

Thos. J. Keating, Jr.

Harper & Horney

Solicitors for Plaintiffs.

Samuel T. Bouchelle

Guardian Ad Litem.

DECREE.

Filed Nov. 14th. 1927.

RHODA C. ROACH, ET AL.,

vs.

WILLIAM J. GOUGH, ET AL.

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

Cause No. 2713.

This cause standing ready for hearing and being submitted without argument by the Solicitors for the Plaintiffs and the Guardian Ad. Litem, after answer by the Defendants, who are all sui juris (except Edgar Parr, infant, for whom the Guardian Ad. Litem was appointed), admitting the facts set forth in the Bill of Complaint and consenting to the passage of the Decree, all the proceedings were read and considered.

It is thereupon, this 9th. 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, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold; that Thomas J. Keating and J. Frank Harper, of Queen Anne's County, Maryland, be, and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penalty (if corporate surety be given) of Eight thousand Dollars (\$8,000.00), and double said amount if personal security be given, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks' previous notice by advertisement inserted in a newspaper or newspapers printed and published in Queen Anne's County, Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, one-third in one year and one-third in two years from day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustees, and, as soon as may be convenient after such sale, the said trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said trustees shall bring into this Court the money arising from said sale, to be re-invested or distributed according to law under the direction of this Court, after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Lewin W. Wickes.

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:-

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas J. Keating and J. Frank Harper, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of eight thousand dollars (\$8,000.00), current money of the United States, to be paid to the said Estate of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally,

firmly by these presents, sealed with our seals and dated this fourteenth day of May, in the year nineteen hundred and twenty eight.

WHEREAS, the above bounden Thomas J. Keating and J. Frank Harper, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, have been appointed trustees to sell the real estate mentioned in the proceedings in the case of "Rhoda C. Roach et al. vs. William J. Gough, et al." being Cause No. 2713, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Thomas J. Keating and J. Frank Harper, do and shall well and faithfully perform and execute the trust reposed in them by said decree, or that may be reposed in them by any future decree 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:

Sarah L. Wright.

Attest: Sarah L. Wright.

Seal's Place.

Thos. J. Keating (SEAL)
J. Frank Harper (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 May 14th. 1928.

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. 351, 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 1928.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed May 26th. 1928.

RHODA C. ROACH ET AL

VS.

WILLIAM J. GOUGH ET AL.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
CHANCERY NO. 2713.

REPORT OF SALE.

To the Honorable, the Judges of said Court:

The Report of Sale of Thomas J. Keating and J. Frank Harper, Trustees appointed by this Honorable Court to make sale of the land and premises described in the proceedings in the above entitled cause by its decree passed therein dated November ninth, nineteen hundred and twenty seven, respectfully shows unto Your Honors:

That in accordance with the directions set forth in the aforementioned decree of this Honorable Court, and after filing in this cause a bond with surety duly approved by the Clerk of this Court in the penal sum of eight thousand dollars (\$8,000.00), conditioned as provided by law, and after advertising said property for four successive weeks before the day of sale in two newspapers printed and published in Queen Anne's County, Maryland, as per the annexed certificates thereof, your Trustees did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, May fifteenth, nineteen hundred and twenty eight, at one o'clock p.m., and did then and there offer at public sale to the highest bidder all and singular the farm or tract of land described in these proceedings, being the Robert E. Cahall farm, at so much per acre for the two hundred and fifty acres, upon the terms and conditions set forth in the annexed advertisement of sale and upon the following conditions announced at the time of sale:

1. This farm is sold subject to the tenancy of Reese Faulkner, the present tenant thereof, for the current year 1928.
2. The landlord's interest in the wheat crop now planted and growing in the said farm is retained and reserved by the said Trustees and will not pass to the purchaser.
3. The landlord's interest in the corn crop now planted and growing on the said farm and the landlord's interest in any other crops that may be planted and harvested on the said farm during the current year 1928 will pass to and be the property of the purchaser.

of
4. The purchaser will be required to pay one-half/the State and County taxes levied for the year 1928 on said farm, the other one-half of said taxes to be paid by the said Trustees.

5. The fire insurance on the buildings on the farm will be adjusted as of the day of sale.

6. All title papers are to be at the expense of the purchaser.

And did sell the same unto John R. Robinson, Senior, of Queen Anne's County, at and for the sum of twenty five dollars and fifty cents (\$25.50) per acre, or six thousand three hundred and seventy five dollars (\$6,375.00) for the entire tract, he being then and there the highest bidder therefor.

The purchaser has paid one thousand dollars (\$1,000.00) on account of the purchase price and is to pay the remaining five thousand, three hundred and seventy five dollars (\$5,375.00) on June first, nineteen hundred and twenty eight.

Respectfully submitted

Thos. J. Keating

J. Frank Harper

TRUSTEES.

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

This is to certify that on this 26th. day of _____ in the year nineteen hundred and twenty eight, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Frank Harper and Thomas J. Keating, and they and each of them made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true to the best of their knowledge and belief as therein set forth and that the sale was fairly made.

Filed May 26th. 1928.

B. Hackett Turner
CLERK.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed May 26th. 1928.

TRUSTEE'S SALE OF VALUABLE FARM IN
QUEEN ANNE'S COUNTY, MD.

The undersigned Trustees, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed the 9th. day of November, 1927, in the case of "Rhoda C. Roach, et al., vs. William J. Gough, et al." 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 15, 1928, commencing at 1:00 o'clock P.M., the following described real estate, to wit:

The farm or tract of land known as "THE ROBERT E. CAHALL FARM" situate in the Sixth Election District of Queen Anne's County, Maryland, on the left side of the public road leading from Centreville to Ruthsburg adjoining what was formerly the land of Catherine Emory and the land of others, containing 250 ACRES OF LAND, more or less, composed of the tract devised to Mary Avis Cahall by the last will and testament of Robert E. Cahall and of the lot conveyed to the said Mary Avis Cahall by Sanford E. Spry, late Sheriff of Queen Anne's County, Maryland, and now embraced in one farm.

Improvements consist of a large DWELLING HOUSE, barns and other outbuildings, all in good condition.

TERMS OF SALE--As prescribed by decree; one third of the purchase money in cash on day of sale and the remainder in two equal installments, payable respectively, in one and two years from day of sale, or all cash, at option of the purchaser, the credit payments to bear interest from day of sale and to be secured to the satisfaction of the Trustees. Title papers to be at the expense of the purchaser. Possession will be given January 1, 1929. Further particulars will be made known on the day of sale.

THOMAS J. KEATING
J. FRANK HARPER,
Trustees.

Thomas J. Keating, Jr. &
Harper and Horney, Attorneys.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., May 21st. 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Trustee's Sale of valuable farm in the case of Rhoda C. Roach, et al. vs. Wm. J. Gough, et al. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 15th. day of May, in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed May 26th. 1928.

By Lidá Hopkins.

Note: Same sale was also advertised in The Centreville Observer.

N I S I.

RHODA C. ROACH, et al.,

vs.

WILLIAM J. GOUGH, et al.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CHANCERY NO. 2713.

ORDERED, This 26th. day of May, A. D., 1928, that the sale of the real estate made and reported in this cause by Thomas J. Keating and J. Frank Harper, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of July next.

The Report states the amount of sales to be \$6375.00.

Filed May 26th. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Aug. 4th. 1928.

NISI.

RHODA C. ROACH, ET AL.,

vs.

WILLIAM J. GOUGH, ET AL.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2713.

Ordered, This 26th. day of May, A. D. 1928, that the sale of real estate made and reported in this cause by Thomas J. Keating and J. Frank Harper, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of July, next.

The Report states the amount of sales to be \$6,375.00.

B. HACKETT TURNER, Clerk.

True Copy--Test:

B. HACKETT TURNER, Clerk.

Filed May 26th. 1928.

THE CENTREVILLE OBSERVER.

Centreville, Md., Aug. 4, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Rhoda C. Roach et al., vs. Wm. L. Gough, 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 3d day of July in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

FINAL ORDER RATIFYING SALE.

ORDERED by the Circuit Court for Queen Annes County, in Equity, this 4th. day of August in the year nineteen hundred and twenty-eight, that the sale made and reported by the Trustees aforesaid be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi heretofore passed in this cause; and the trustees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers for to the auditor.

Filed August 6th. 1928.

Lewin W. Wickes.

PETITION FOR THE ALLOWANCE
OF A COUNSEL FEE.
Filed Sept. 3rd. 1928.

RHODA C. ROACH, ET AL.,

vs.

WILLIAM J. GOUGH, ET AL.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

Cause No. 2713.

The Petition of Thomas J. Keating, Junior, and William R. Horney, to your Honors, respectfully shows:

That as attorneys for the Plaintiffs, they prepared the Bill of Complaint and the other papers necessary to be filed by the Plaintiffs in the above entitled cause and conducted the proceedings in said cause up to the final decree passed therein; and that they rendered legal assistance to the Trustees, Thomas J. Keating and J. Frank Harper, in the proceedings subsequent to said decree, including and preparation of the Trustees' bond, the advertisement and report of sale, and other papers.

Your Petitioners, therefore, pray that this Honorable Court may pass an order allowing them a reasonable counsel fee for the legal services rendered by them as attorneys aforesaid, the same to be paid by the said Trustees out of the proceeds of the sale made under the proceedings in this cause.

And as in duty bound, etc.,

Thos. J. Keating, Jr.

William R. Horney,

Petitioners.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 6th. day of September, 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 Thomas J. Keating and J. Frank Harper, the Trustees in the above entitled cause, be and they are hereby authorized and empowered to pay, out of the proceeds of the sale of the real estate made by them under the proceedings in said cause, the sum of fifty dollars (\$50.00), to the Petitioners, Thomas J. Keating, Junior, and William R. Horney, as a counsel fee for the legal services rendered by the said Thomas J. Keating, Junior, and William R. Horney as the attorneys for the Plaintiffs in said cause.

Filed Sept. 7th. 1928.

Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR:
(As to sale of real estate).
Filed March 5th. 1929.

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

Rhoda C. Roach, et al.,

vs.

William J. Gough, et al.

Cause No. 2713.

To the Honorable, the Judges of said Court:

I, Madison Brown, auditor, of this Court, do make unto you the following report, to wit:

1. This report and the within account of the proceeds of the sale of the farm of Mary Avis Cahall are to be read in conjunction with the report and account of the income of said farm made by the auditor and also filed in the above cause.

2. Mary Avis Cahall devised her farm to her executors for the terms of the joint lives of her two sisters, and for the term of the life of the survivor of them, in trust.
1. To apply the income of the farm to the payment of legacies amounting to \$6,000.00 given by subitem 2 of item 3 of her will to eleven legatees (all collaterals) named in said item; these legatees are hereinafter called "legatees of the first class";
 2. to apply the income after the payment of the legacies mentioned above in full to the two sisters mentioned during their joint lives, and then to the survivor of them during her life; these two legatees are hereinafter called "legatees of the second class";
 3. to sell the farm upon the death of the surviving sister and to pay the proceeds thereof to certain persons named in the fourth section of item three of the will; these legatees are hereinafter called "legatees of the third class", and all of whom are collaterals.
3. The farm was appraised by appraisers appointed by the Orphans' Court of Queen Anne's County to ascertain its value for determination of the collateral inheritance tax due by these legatees, at \$11,250.00, and the tax has been ascertained to be \$562.50; see a certified copy of the order of the Orphans' Court passed in relation to this tax attached to the audit of income hereinbefore mentioned.
4. The question as to whether the collateral inheritance tax to be paid by these legatees should be based on the appraised value of the land or on the amount of the sales of the farm as made in this cause arose when the papers for an audit were first placed in the hands of the auditor, and he, with the concurrence of the trustees, took up the question with the Honorable Thomas Robinson, the Attorney General of Maryland, and Mr. Robinson advised the auditor that the tax should be based on the appraised value and not on the amount of the sales of the land, and that the tax should be apportioned between the several legatees according to their respective interests given by the will, and that this apportionment between the legatees should be determined by the Orphans' Court of Queen Anne's County.
5. After the receipt of this letter from the Attorney General the Orphans' Court by its order dated December 8, 1928, (which order is the order hereinbefore referred to) determined that the eleven legatees of Class No. 1 should pay \$124.00 of this tax, that each legatee of class No. 2 should pay of the tax as she came into possession of the income given her fifty cents of this tax, and that the legatees of class No. 3 should pay when they come into possession of the net sale of this cause \$437.50 of the tax, the amount to be paid by each legatee of class No. 3 being set out in the order of the court. The letter from General Robinson has been filed herein as part of the audit relating to the income.
6. The Auditor has stated the within account by first charging Thomas J. Keating and J. Frank Harper, the trustees making the sale of this cause with the gross amount of the sale made by them, and then thereout allowing them their commissions according to the rule of the court, the court costs of this cause, the cost of advertising notices of sale and the several orders nisi of this cause, the cost of their bond, the fee allowed to their attorneys, the auctioneer's charges and the fee of the auditor. The amount of the sales so charged remaining after these allowances is the sum of five thousand seven hundred eighty nine dollars and twenty cents (\$5,789.20), and this sum of money by the within account is left in the hands of the trustees, subject to the order of this Court.
7. The balance or net sales so left in the hands of the trustees takes the place of the farm and the income arising from said sum and investments thereof is payable to the legatees of class No. 1 on account of the legacies given to them until they have received together \$6000.00, if the legatees of class No. 2 live long enough to permit the full payment of said \$6,000.00; after this sum has been so paid the income mentioned is to be paid to the legatees of class No. 2, and to the survivor of them during their lives and of the life of the survivor. The sum composing the balance on the death of the survivor of the legatees of class No. 2 is to be paid unto the legatees of class No. 3 in accordance with their rights under the will, but each legatee will then be charged with the amount of the collateral inheritance tax due by him or her as set forth in the order of the Orphans' Court in the distribution of said balance.

Which is respectfully submitted.

March 2, 1929.

Madison Brown
Auditor.

Cause 2713.

The proceeds of the sale of the farm of the late Mary Avis Cahall, deceased, known as "The Robert E. Cahall Farm" in account with Thomas J. Keating and J. Frank Harper, trustees appointed by the decree of above cause to make sale of said farm.

1928.
May 15,

Cr.

By gross amount of said sale, per the report of
the trustees filed, to wit:

\$6,375.00

Dr.

" "	To Thomas J. Keating and J. Frank Harper, trustees selling, for their commissions per rule of court, to wit: the sum of	\$300.00	
	To do., for the court costs of these proceedings, per clerk's statement:-		
	Costs of B. H. Turner, clerk,	\$35.25	
	Appear. fee-plaintiffs' attys,	10.00	
	Appear. fee-defendants' atty,	10.00	
	Costs of W. T. Bishop, Register,	4.75	
	Fees sheriff Washington County,	.60	
	Fees sheriff Baltimore City,	.95	
	Fee of guardian ad litem,	4.00	
	Costs of Register of Wills, Balto. City	.50	
	Fees of witnesses,	3.00	
	Costs of M.B. Bordley, examiner,	<u>8.00</u>	77.05
	To do., for the costs of their bond paid corporate surety thereon, sum of		24.00
	To do., for costs of advertising notice of sale and order nisi on sale in Centreville Observer, per account for same,		44.39
	To do., for costs of advertising notice of sale in Centreville Record, per account,		43.86
	To do., for the charges of J. Elmer Anthony for crying the sale, the sum of		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 amount of fee to be paid Thomas J. Keating, Jr., and W. R. Horney, per order of court, to wit: the sum of		50.00
	To Madison Brown, auditor, for this account,		<u>13.50</u>
			\$585.80
	To Thomas J. Keating and J. Frank Harper, trustees of this cause, this balance, same to remain subject to the future order of this court, to wit: the sum of		<u>\$5,789.20</u>
			\$6,375.00 \$3,675.00

Madison Brown
auditor.

NISI RATIFICATION OF AUDIT.

Rhoda C. Roach et al.	(	IN THE CIRCUIT COURT
vs.	(	FOR QUEEN ANNE'S COUNTY
William J. Gough et al.	(	IN EQUITY.
	(	CASE NO. 2713.
	)	Audit of Sale of Land.

ORDERED, This 5th. day of March, 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 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 March 5th. 1929.

B. Hackett Turner, Clerk.

REPORT AND ACCOUNT OF
THE AUDITOR.
(As to income from farm).
Filed March 5th. 1929.

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

Rhoda C. Roach, et al., (Cause No. 2713
) and
William J. Gough, et al. (Cause No. 2538,
) consolidated therein.

To the Honorable, the Judges of said Court:

I, Madison Brown, auditor of this Court, do make this report, to wit:

1. This report and the within account of income of the farm of Mary Avis Cahall are to be read in conjunction with the report and account of the proceeds of sale of said farm made by the auditor and also filed in the above cause.
2. The within account deals with the income of said farm only and it appears from the proceedings that the only persons interested in said net income at this time are the legatees of the will hereinafter called "legatees of the first class".
3. Mary Avis Cahall devised her farm to her executors for the term of the joint lives of her two sisters and for the term of the life of the survivor of them, in trust,
 1. to apply the income of the farm to the payment of legacies amounting to \$6900.00 given by sub-item 2 of item 3 of her will to eleven legatees (all collaterals) named in said item and hereinafter called "legatees of the first class";
 2. to apply the income after the payment of the legacies mentioned above in full to these two sisters during their joint lives and to the survivor during her life, and these two sisters are hereinafter called "legatees of the second class";
 3. to sell the farm upon the death of the surviving sister, and to pay the proceeds thereof to certain persons named in the fourth section of item 3 of the will; these legatees are hereinafter called "legatees of the third class";
4. The farm was appraised by appraisers appointed by the Orphans' Court of Queen Anne's County to ascertain its value for determination of the collateral inheritance tax due by these legatees at \$11,250.00, and the tax ascertained to be \$562.50; see certified copy of the order of the Orphans' Court passed in relation to this tax attached herewith as part thereof.
5. While the farm was sold under proceedings had in this cause No. 2713, the collateral inheritance tax, according to the advice of the Honorable Thomas H. Robinson, Attorney General, is to be paid by these legatees upon the appraised value so made, and that these legatees, as between themselves, should pay this tax according to proportions thereof to be determined by the Orphans' Court of this County; the letter of the Attorney General containing this advice is attached herewith as part hereof. The Orphans' Court by its order dated December 11, 1928, which is the order hereinbefore referred to, determined that each legatee of class No. 1 to whom \$1000.00 is given by the will should pay of this tax \$20.67; that three of the legatees of class No. 1 receiving \$250.00 should pay of this tax \$5.16; that the other legatee of said class receiving under the will \$250.00 should pay of this tax \$5.17.
6. None of the legatees of class No. 1 to the date of this report has received any part of his or her legacy; that the net income of the within account is applicable to the payment of these legacies, pro rata as between the legatees, each legatee to pay thereout the amount of the collateral inheritance tax due by him or her under the order of the Orphans' Court above mentioned.
7. The auditor does not understand that this income, though produced during administration of the estate, is subject to the collateral inheritance tax, because this income forms the legacy or legacies which are subject to the tax according to the advice of the Attorney General.
8. The auditor has stated the within account by charging to the trustees of cause 2538 the total amount of income received by them, according to their several reports filed, and then by allowing them thereout the disbursements made by them in performance of the trust (including the commissions retained by them, according to said reports) and the other costs incident to the audit such as the fee of the auditor, clerk's cost, and the cost of the advertisement of the order nisi to be passed as to this report, and the balance of income remaining after these allowances is the amount in the hands of the executors and trustees applicable to the payment of the legacies given the legatees of class No. 1.
9. This balance is not sufficient to pay the said legatees their legacies in full and is by the within account distributed among them pro rata, according to the several amounts of the legacies, but from the amount given to each legatee there is deducted the total amount of the collateral inheritance tax to be paid by the order of the Orphans' Court by that legatee.

Respectfully submitted.

February 28, 1929.

Madison Brown
auditor,

Cause 2538.
consolidated with
Cause 2713.

The proceeds of income from the farm of Mary Avis Cahall called in these proceedings "The Robert E. Cahall Farm", in account with Thomas J. Keating and J. Frank Harper, executors and trustees named in will of Mary Avis Cahall and trustees under decree of this court in Cause 2538.

Dr.

By income in their hands on April 14, 1924, per their report filed that date, to wit: the sum of		\$290.96
By income received by them between April 14, 1924, and August 7, 1926, per their report filed Aug. 7, 1926, as follows:		
July 19, 1924, from sales of wheat:	\$200.58	
Dec. 31, 1924, from bank as interest:	7.16	
June 30, 1925, from bank as interest:	1.51	
July 11, 1925, from sales of wheat:	481.71	
Nov. 17, 1925, from sale of sugar corn:	138.75	
Dec. 31, 1925, from bank as interest:	6.19	
June 2, 1926, from sales of corn:	36.50	
June 2, 1926, from sale of corn:	100.18	
June 30, 1926, from bank as interest:	7.24	
July 29, 1926, from sales of wheat:	<u>675.10</u>	<u>1654.92</u>
		\$1945.88
By income received by them between August 7, 1926, and January 8, 1929, per their report filed January 8, 1929, as follows, to wit:		
Dec. 31, 1926, from bank as interest:	12.80	
May 18, 1927, from sales of corn:	71.87	
June 30, 1927, from bank as interest:	9.00	
July 16, 1927, from sales of wheat:	567.13	
Nov. 7, 1927, from sales of tomatoes:	13.60	
Dec. 29, 1927, from sales of corn:	75.00	
Dec. 31, 1927, from bank as interest:	17.94	
July 30, 1928, from bank as interest:	13.13	
July 30, 1928, from sales of wheat:	647.49	
Dec. 31, 1928, from bank as interest:	25.23	
Jan. 5, 1929, from corn rent collected through attorneys:	18.11	
Jan. 5, 1929, from sales of sugar corn:	<u>3.42</u>	<u>1474.63</u>
Total amount of income received is the sum of		\$3420.51

Cause 2538
consolidated with
Cause 2713.

To following disbursements of income between April 14, 1924, and August 7, 1926, to wit:		
Amount paid W. R. Horney, attorney fees,	25.00	
Amount paid as premium of their bond,	10.00	
Amount paid for lumber for repairs,	11.88	
Amount paid for sawing lumber for repairs,	10.84	
Amount paid for wire fencing,	38.72	
Amount paid for fertilizer,	110.45	
Amount paid for fertilizer,	7.94	
Amount paid for state and county taxes,	172.78	
Amount paid for fire insurance,	44.16	
Amount paid for fertilizer,	16.41	
Amount paid as premium on bond,	10.00	
Amount paid for fertilizer,	116.26	
Amount paid for fencing and seeds,	107.25	
Amount paid as state and county taxes, 1925,	169.86	
Amount paid for fencing, pump, lumber,	49.31	
Amount paid for fencing,	40.00	
Amount paid as premium of their bond,	10.00	
Amount paid B. Hackett Turner, Clerk, his costs,	8.40	
Amount retained by trustees for commissions on \$1654.92	165.49	
Amount paid W.T. Bishop, Register, for exhibits filed,	<u>18.75</u>	1143.50
(For dates of disbursements see report filed August 7, 1926).		

To following disbursements of income between August 7, 1926, and January 8, 1929, to wit:	
Amount paid for fertilizer,	119.50
Amount paid for fertilizer,	11.75
Amount paid for fertilizer and hauling,	23.65
Amount paid for seed wheat,	16.25
Amount of state and county taxes, 1926, paid,	170.00
Amount paid for glass, putty and nails,	8.62
Amount paid for fertilizer,	<u>56.25</u>

Amount paid for premium of their bond,	10.00	
Amount paid for cleaning well, repair to pump,	8.00	
Amount paid for fertilizer,	132.00	
Amount paid for pump and nails,	13.80	
Amount paid for window glass,	2.40	
Amount paid for seed wheat,	134.98	
Amount paid as state and county taxes, 1927,	183.53	
Amount paid for fire insurance,	5.75	
Amount paid for sawing lumber,	7.64	
Amount paid for premium on their bond,	10.00	
Amount paid for serving quit notice on tenant,	1.00	
Amount paid for fine,	50.00	
Amount of state and county taxes, 1928, paid,	85.33	
Amount paid as attorney fee collecting rent,	7.50	
Amount retained by them for commissions,	<u>147.46</u>	<u>\$1205.41</u>
Amount of disbursements set forth above,		\$2548.91

Cause 2538
consolidated with
Cause 2713.

The proceeds of the income from the farm of Mary Avis Cahall called "Robert E. Cahall Farm", in account with Thomas J. Keating and J. Frank Harper, trustees.

Cr.

By total amount of income or receipts from said farm from April 14, 1924, to January 8, 1929, as brought forward ✓ from page one of this account, to wit:	\$3420.51
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Dr.

To Thomas J. Keating and J. Frank Harper, the executors, trustees, for the total amount of their disbursements made out of income between dates mentioned, brought forward from page two of this account, to wit:	\$2348.91	
To do., for the cost of advertising order nisi to be passed as to this account and report, sum of	3.00	
To Madison Brown, auditor, for stating this account, the sum of	13.50	
To B. H. Turner, clerk, for his costs under audit, etc., per his statement of costs, to wit:	11.50	
To William T. Bishop, Register of Wills, for costs due to him per his account exhibited, to wit:	3.50	
To balance, being net income applicable to the payment of legacies given by sub-item 2 of item 3 of will of Mary Avis Cahall, and carried forward to wit: the sum of	<u>\$1040.10</u>	
	\$3420.51	<u>\$3420.51</u>

Cause 2538.

Cr.

By balance brought forward, to wit: the sum of	\$1040.10
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Dr.

Distribution among legatees of sub-item 2 of item 3 of will.

To Rhoda C. Roach on account of her legacy of \$1000.00 .17335 of said balance, to wit: \$173.35 less inheritance tax due by her <u>20.67</u> amount to be paid to her, \$152.68	\$152.68
To Sarah Elizabeth Parr on account of her legacy of \$1000.00 .17335 of said balance, to wit: \$173.35 less inheritance tax due by her, <u>20.67</u> amount to be paid to her \$152.68	\$152.68
To William J. Gough on account of his legacy of \$1000.00 .17335 of said balance, to wit: \$173.35 less inheritance tax due by him, <u>20.67</u> amount to be paid to him, \$152.68	\$152.68
To Charles F. Gough on account of his legacy of \$1000.00 .17335 of said balance, to wit: \$173.35 less inheritance tax due by him, <u>20.67</u> amount to be paid to him, \$152.68	\$152.68

To Annie E. Bryan on account of her legacy of .17335 of said balance, to wit: less inheritance tax due by <u>him</u> Amount to be paid to <u>him</u>	\$1000.00	\$173.35 <u>20.67</u> \$152.68	152.68
To Dora P. Chambers on account of her legacy of .17335 of said balance, to wit: less inheritance tax due by her Amount to be paid to her	\$ 250.00	\$ 43.34 <u>5.17</u> \$ 38.17	38.17
To Bessie Chambers on account of her legacy of .17335 of said balance, to wit: less inheritance tax due by her amount to be paid to her	\$ 250.00	\$ 43.34 <u>5.16</u> \$ 38.18	38.18
To Rev. Henry Nice on account of his legacy of .17335 of said balance, to wit: less inheritance tax due by him amount to be paid to him	\$ 250.00	\$ 43.34 <u>5.16</u> \$ 38.18	38.18
To the Trustees of M. E. Church on account of its legacy of .17335 of said balance, to wit: less inheritance tax due by it amount to be paid to said corporation	\$ 250.00	\$ 43.33 <u>5.16</u> \$ 38.17	38.17
To State of Maryland, per Register of Wills, total taxes above	\$6000.00		\$916.10
Total amount distributed, to wit:		<u>124.00</u> \$1040.10	
Total amount for distribution		\$1040.10	\$1040.10

February 28, 1929.

Madison Brown, -auditor.

In the Orphans' Court of Queen Anne's County.

In the Matter of the Administration of
the Personal Estate of Mary Avis Cahall.

Order of Court.

It appears from the proceedings had in the above named estate as follows:

1. That the said Mary Avis Cahall devised her real estate unto her executors in said will named for the period of the joint lives of Rhoda C. Roach and Sarah Elizabeth Parr, and for the period of the life of the survivor of them, but in trust.

First: To apply the rents and income to the payment of the amounts bequeathed by sub-item two of item three of said will to the severall legatees therein named and after the payment of said legacies then to pay the rents and income to her two sisters, Rhoda C. Roach and Sarah Elizabeth Parr, during their joint lives and to the survivor during the life of the survivor; and

Second: To sell said real estate after the death of the survivor of her sisters and to pay the proceeds of sale unto certain persons named in sub-items two, three and four of item three of said will.

2. That the legatees named in sub-item two of item three of said will and the two sisters of the said testatrix are liable for the collateral inheritance tax on the value of the estate or estates given as above set forth for the lives of his sisters and for the life of the survivor of them and that the legatees in remainder named in sub-items two, three and four of item three of said will are liable for the collateral inheritance tax on the value of the estate so given them in remainder.

3. That the said real estate has been appraised for the purpose of ascertaining the value of the same for the determination of the said collateral inheritance tax as will appear from the inventory of said real estate filed in the above estate; that said real estate is the tract of land known as "The Robert E. Cahall Farm" situate in Sixth Election District of Queen Anne's County, Maryland, on the left of the public road leading from Centreville to Ruthsburg, and that the same was appraised at \$11,250.00.

4. That the court has not yet determined what proportion of the said collateral inheritance tax which amounts to \$562.50 shall be paid by the parties receiving the life estate or estates under said will as above set forth and what proportion of said tax the parties entitled in remainder under said will as above set forth shall pay.

It is therefore, on this 11th. day of December, 1928, by the Orphans' Court of Queen Anne's County and by the authority of said court, adjudged, ordered, decreed and determined

that the proportion of said tax to be paid by the life tenant meaning the parties named in sub-item two of item three of said will and the two sisters of the testatrix shall be two-ninths of the whole tax, to wit: the sum of \$125.00, and that the same shall be paid as between themselves as follows:

By Rhoda C. Roach to the extent of	\$ 20.67	
By Sarah Elizabeth Parr to the extent of	20.67	
By William J. Gough to the extent of	20.67	
By Charles F. Gough to the extent of	20.67	
By Annie E. Bryan to the extent of	20.67	
By Dora P. Chambers to the extent of	5.17	
By Bessie Chambers to the extent of	5.16	
By Reverend Henry Nice to the extent of	5.16	
By the Trustees of the Methodist Episcopal Church of Centreville, corporation, to the extent of	5.16	
By Rhoda C. Roach to the extent of	.50	
By Sarah Elizabeth Parr to the extent of	.50	\$125.00
The two amounts last above mentioned being the proportion of said tax to be paid by the said Rhoda C. Roach and Sarah Elizabeth Parr by virtue of their life estate in the property after the legacies to be paid out of the income have been fully paid.		

And it is further adjudged, ordered, decreed and determined that the proportion of said tax to be paid by the parties entitled in remainder to said real estate or to the proceeds of the sale thereof shall be seven-ninths of the whole tax, to wit: the sum of \$437.50, and that the same shall be paid as between themselves when they come into possession of the estates so given them as follows:

By Miriam Chambers to the extent of	\$ 12.50	
By Pauline Chambers to the extent of	12.50	
By Ernest Roach to the extent of	41.25	
By John Henry Roach to the extent of	41.25	
By Oakley Roach to the extent of	41.25	
By Hester Ann Roach Dewlin to the extent of	41.25	
By Helen Parr Iceman to the extent of	41.25	
By Avis Edith Parr to the extent of	41.25	
By Edgar Parr to the extent of	41.25	
By Elizabeth Gough to the extent of	41.25	
By Ruth Gough to the extent of	41.25	
By Jane Gough to the extent of	41.25	\$437.50

Henry C. Bowen

W. Hopper Gibson

Clayton T. Wright

Judges of the Orphans' Court of
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 Order of Court in the Mary Avis Cahall Estate as filed and passed in this office on December 11, 1928, and recorded in Liber No. _____ Folio. _____, in the Orphans' Court for Queen Anne's County, Maryland,

Seal's
Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 12th. day of December, 1928.

William T. Bishop
Register of Wills for Queen Anne's
County, Maryland.

CLERK'S CERTIFICATE.

(AUDIT OF SALE OF LAND).

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that all costs accrued in the case of "Rhoda C. Roach, et al. vs. William J. Gough, et al.", being Cause No. 2713 on the Chancery Docket of said Court, up to and including the final ratification of the sale and the cost of recording such papers as are by law proper to be recorded have been paid.

Dated - March 30th. 1929.

B. Hackett Turner
Clerk.

CLERK'S CERTIFICATE.

(AUDIT OF INCOME FROM FARM).

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that all costs accrued in the case of "Rhoda C. Roach, et al. vs. William J. Gough, et al.", being Cause No. 2713 on the Chancery Docket of said Court, up to and including the final ratification of the sale and the cost of recording such papers as are by law proper to be recorded have been paid.

Dated - March 30th. 1929.

B. Hackett Turner
Clerk.

NISI RATIFICATION OF AUDIT.

Rhoda C. Roach, et al.,
vs.
William J. Gough, et al.

(IN THE CIRCUIT COURT
)
(FOR QUEEN ANNE'S COUNTY
)
(IN EQUITY.
) CASE NO. 2713.

Audit of Sale of Land.

ORDERED, This 5th. day of March, 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 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 March 5th. 1929.

B. Hackett Turner, Clerk.

NISI RATIFICATION OF AUDIT.

Rhoda C. Roach, et al.
vs.
William J. Gough, et al.

(IN THE CIRCUIT COURT.
)
(FOR QUEEN ANNE'S COUNTY
)
(IN EQUITY.
) CASE NO. 2713.

Audit of Income from Farm.

ORDERED, This 5th. day of March, 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 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 March 5th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed March 30th. 1929.

NISI RATIFICATION OF AUDIT.

Rhoda C. Roach, et al.
vs.
William J. Gough, et al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2713.

Audit of Sale of Land.

Ordered, This 5th. day of March, 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 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 March 5th. 1929.

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

THE CENTREVILLE RECORD.

CENTREVILLE, MD. March 30, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Rhoda C. Roach et al. vs. William J. Gough et al. Case #2713, 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 22nd. day of March, in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed March 30th. 1929.

By Lida Hopkins.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed March 30th. 1929.

NISI RATIFICATION OF AUDIT.

Rhoda C. Roach, et al.,
vs.
William J. Gough, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2713.

Audit of Income From Farm.

Ordered, This 5th. day of March, 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 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.

B. HACKETT TURNER, Clerk.
Filed March 5th. 1929.
True Copy
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md., Mar. 30th. 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Rhoda C. Roach, et al., vs. William J. Gough, et al. Case No. 2713, 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 22 day of March, in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed March 30th. 1929.

By Lida Hopkins.

FINAL ORDER RATIFYING AUDIT. (As to sale of land).

RHODA C. ROACH, ET AL.,

vs.

WILLIAM J. GOUGH, ET AL.

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

Cause No. 2713.

ORDERED, this 1st. day of April, 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 as required by the Order of Ratification Nisi of said Audit passed in this cause on the 5th. day of March, 1929, and the said Thomas J. Keating and J. Frank Harper, the Trustees in this Cause, are hereby directed to pay the costs and expenses incident to this cause as set forth in said audit, and the balance of the proceeds of sale, to wit: the sum of \$5,789.20, is hereby directed to be held by said Trustees subject to the future order of this Court, with a due proportion of the interest accrued and to accrue thereon.

Filed April 8th. 1929.

Lewin W. Wickes.

FINAL ORDER RATIFYING AUDIT. (as to income from farm).

RHODA C. ROACH, ET AL.,

vs.

WILLIAM J. GOUGH, ET AL.

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

Cause No. 2713.

ORDERED, This 1st. day of April, 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 as required by the Order of Ratification Nisi of said Audit passed in this cause on the 5th. day of March, 1929, and the said Thomas J. Keating and J. Frank Harper, Trustees in this Cause, are hereby directed to apply the income from said farm as set forth in said audit.

Filed April 8th. 1929.

Lewin W. Wickes.

PETITION FOR RESIGNATION
OF TRUSTEES.

RHODA C. ROACH, ET AL.,

vs.

WILLIAM J. GOUGH, ET AL.

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

NO. 2713.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Thomas J. Keating and J. Frank Harper, Trustees in the above cause, respectfully shows unto your Honors:

(1) That as will appear by reference to the Report and Account of the Auditor of the proceeds of sale of the farm sold in these proceedings by said Trustees there remains in the hands of said Trustees, subject to the further order of this Court, the principal sum of five thousand, seven hundred and eighty-nine dollars and twenty cents, (\$5,789.20), which said sum is now on deposit in the Savings Department of the Centreville National Bank of Maryland drawing interest at four per centum per annum.

(2) That your petitioners desire to resign as Trustees in accordance with the law in such cases made and provided, and they file herewith an account, under oath, of their receipts and disbursements of interest accrued to December thirty first, nineteen hundred and thirty, the same being all interest which has come into the hands of said Trustees to the present date.

WHEREFORE your petitioners pray:

That an order may be passed by your Honors causing notice to be given, by publication, of the filing of this petition.

That upon the expiration of the time limited in said notice your Honors may pass an order releasing and discharging your petitioners from the further execution of their trust and granting unto your Petitioners such other and further relief as their case may require.

And as in duty bound, etc.

THOS. J. KEATING

J. FRANK HARPER
PETITIONERS.

TRUSTEES

Filed Apr. 17th, 1931.

ORDER OF COURT
Filed Apr. 17th, 1931.

RHODA C. ROACH, ET AL.,

VS.

WILLIAM J. GOUGH, ET AL.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY,
NO. 2713.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 17th day of April in the year nineteen hundred and thirty one, that the petition of Thomas J. Keating and J. Frank Harper, Trustees in the above entitled cause, praying to be allowed to resign as Trustees be granted and that they be discharged from the further execution of their trust, unless cause to the contrary thereof be shown on or before the 25th day of May nineteen hundred and thirty one, providing a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of two successive weeks before the 9th day of May nineteen hundred and thirty one.

Filed Apr/ 17th, 1931.

LEWIN W. WICKES

CERTIFICATE OF PUBLICATION
OF ORDER OF COURT
Filed July 14th, 1931.

RHODA C. ROACH, ET AL.,
vs.
WILLIAM J. GOUGH, ET AL.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY.

NO. 2713.

ORDERED by the Circuit Court for Queen Annes County, in Equity, this 17th day of April in the year nineteen hundred and thirty one, that the petition of Thomas J. Keating and J. Frank Harper, Trustees in the above entitled cause, praying to be allowed to resign as Trustees be granted and that they be discharged from the further execution of their trust, unless cause to the contrary thereof be shown on or before the 25th day of May nineteen hundred and thirty one, providing a copy of this order be inserted in some newspaper printed and published in Queen Annes County Maryland, once in each of two successive weeks before the 9th day of May nineteen hundred and thirty one.

LEWIN W. WICKES
True Copy Test:-
B. HACKETT TURNER, Clerk
Filed-April 17th, 1931.

THE CENTREVILLE OBSERVER

Centreville, Md. July 13, 1931

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Petition to resign as Trustees in the case of Rhoda C. Roach, et al vs William J. Gough, et al. Case #2713 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 May 9th, 1931 the first publication thereof having been made in said newspaper on the 23rd day of April, 1931, being more than one month before the 25th day of May 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

8961368



CHANCERY CAUSE #2784:

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 21st. day of August, in the year nineteen hundred and twenty-nine, the following Order to Docket Suit was filed for record, to wit:-

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

FRANKLIN HARWOOD HOLLAND and
LESLEY V. HOLLAND, 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 the papers of said cause a certified copy of the mortgage from Franklin Harwood Holland and Lesley V. Holland, his wife, to Charles A. Busted, dated January 10th. 1921, and of the assignment of said mortgage from the said Charles A. Busted to William R. Horney, dated August 20th. 1929, said mortgage and assignment being recorded in Liber J.F.R. No. 6, folios 196 etc., a land record book for Queen Anne's County, State of Maryland.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt secured by said mortgage and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof,

And as in duty bound, etc.

William R. Horney
Assignee of Mortgage.

CERTIFIED COPY OF
MTG. & ASSIGNMENT.
Filed Aug. 21st. 1929.

.....
#8348. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the thirteenth day of January, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this tenth day of January, in the year nineteen hundred and twenty one, by Franklin Harwood Holland and Lesley V. Holland, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, Franklin Harwood Holland is indebted unto Charles A. Busted, in the full and just sum of eighty five hundred dollars, which said principal sum is to become due, and is to be paid at the expiration of three years from January 1st. 1921, and interest on said principal sum beginning on the first day of January, nineteen hundred and twenty one, is to be paid semi-annually at the rate of six per cent. per annum during the existence of this mortgage, and whereas, there was an express precedent agreement that said principal sum of eighty five hundred dollars, together with the interest thereon at the rate of six per cent per annum, payable semi-annually, were to be secured and the prompt payment thereof assured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of one dollar, the full payment thereof being hereby acknowledged, the said Franklin Harwood Holland and Lesley V. Holland, his wife, do hereby grant and convey unto the said Charles A. Busted, his heirs and assigns, all that farm, tract of land or part of a tract of land called or known as "Oakfield", or by whatsoever 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, lying on the south side of the public road from Centreville to Roe, and on both sides of the public road from Ruthsburg to Hope adjoining the lands of the McKenney estate, E. Thomas, Joseph Richardson and the "Oakridge Farm", formerly owned by Charles F. Rich, containing two hundred and twenty nine acres, and two roods of land, more or less, being the same land granted and conveyed by William T. Harris to the said Franklin Harwood Holland by deed dated the eighteenth day of December, in the year nineteen hundred and twenty, and recorded in Liber J.F.R. No. 6, folio 49, a land record book for Queen Anne's County, to which said deed reference is hereby 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 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 Franklin Harwood Holland, his heirs, executors, administrators or assigns, shall well and truly pay to the said Charles A. Busted, his executors, administrators or assigns, the aforesaid sum of eight thousand five hundred dollars, together with

the interest thereon semiannually at the rate of six per cent per annum, as above set forth, and shall perform all the covenants, conditions and agreements herein or his their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Franklin Harwood Holland, his heirs and assigns shall possess said property. And the said Franklin Harwood Holland, 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 Charles A. Busted, 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 Charles A. Busted, 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 said Franklin Harwood Holland or whoever may be entitled to the same. And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Charles A. Busted, 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 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 Franklin Harwood Holland, for himself, his heirs, executors, administrators and assigns hereby covenant to pay.

Witness our hands and seals.

Witness:

J. McK. Tilghman.

Franklin Harwood Holland (SEAL)

Lesley V. Holland (SEAL)

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

I hereby certify that on this tenth day of January, in the year nineteen hundred and twenty one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Franklin Harwood Holland and Lesley V. Holland, 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 before me Charles A. Busted, the within named mortgagee, and made oath that the consideration stated in the within and foregoing mortgage was 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 twenty first day of August, in the year Nineteen hundred and twenty nine, the following Assignment was brought to be recorded, to wit:

For value received, I, Charles A. Busted, 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 20th. day of August, 1929.

Test: Hilda T. Seward.

Chas. A. Busted (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. #6, folios 196 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 August, A.D. nineteen hundred and twenty nine.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed Sept. 11th. 1929.

Queen Anne's County, to wit: Be it remembered that on the eleventh day of September, in the year 1929, 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 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 September, in the year nineteen hundred and twenty nine.

WHEREAS, a certain mortgage from Franklin Harwood Holland and Lesley V. Holland, his wife, to Charles A. Busted, bearing date the tenth day of January, nineteen hundred and twenty one, and recorded in Liber J.F.R. No. 6, folios 196 etc., a land record book for Queen Anne's County aforesaid, has been by the said Charles A. Busted duly assigned to the said William R. Horney, by assignment bearing date the twentieth day of August, nineteen hundred and twenty nine, and recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden William R. Horney, the assignee of said mortgage as aforesaid, is about to execute the power of sale contained in 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 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:
Hilda T. Seward.
Attest: Hilda T. Seward.

William R. Horney. (SEAL)
United States Fidelity and
Guaranty Company.
By William R. Horney,
Its attorney in fact. Seal's
Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and bond filed Sept. 11th. 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, folio 45, a Bond record book for Queen Anne's Co.

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 September, in the year 1929.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Sept. 18th. 1929.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs,

FRANKLIN HARWOOD HOLLAND and
LESLEY V. HOLLAND, his wife,
Mortgagors.

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

Cause No. 2784.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage hereinafter described, to your Honors, respectfully sets forth:

1. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debt secured by said mortgage and by reason of the non-payment of the interest contained therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from Franklin Harwood Holland and Lesley V. Holland, his wife, to Charles A. Busted, bearing date the tenth day of January, nineteen hundred and twenty one, and recorded in Liber J. F. R. No. 6, folios 196 etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned to the said William R. Horney by the said Charles A. Busted by assignment bearing date the twentieth day of August, nineteen hundred and twenty nine, 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 clause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said William R. Horney, 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 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, Assignee of Mortgage, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the seventeenth day of September, nineteen hundred and twenty nine, at the hour of one-thirty 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 farm, tract of land, or part of a tract of land, called or known as "Oakfield", or by whatsoever 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, lying on the south side of the public road from Centreville to Roe and on both sides of the public road from Ruthsburg to Hope, adjoining the lands of the McKenney Estate, E. Thomas, Joseph Richardson and the "Oakridge" Farm formerly owned by Charles F. Rich, containing two hundred and twenty nine (229) acres and two (2) rods of land, more or less, and sold the same to Charles A. Busted, of Queen Anne's County aforesaid, at and for the sum of Thirty Nine Dollars (\$39.00) per acre, or the aggregate sum of Eighty Nine Hundred Fifty Dollars and Fifty Cents (\$8,950.50), 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 Assignee that the purchaser would be given possession upon the ratification of the sale by the Court, with the privilege of going on the premises at once to harvest the corn crop and plant such other crops as the purchaser might desire; that the purchaser would be required to pay all of the State and County taxes levied for the year nineteen hundred and twenty nine; that the purchaser would receive the whole of the corn crop grown on said farm during the current year; that the fire insurance on the buildings on said farm would be adjusted as of the day of sale; and that all title papers would be at the expense of the purchaser.

5. That the said Charles A. Busted has complied with the terms of sale.

Respectfully submitted,

William R. Horney
Assignee of Mortgage.

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, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Filed Sep. 18th. 1929.

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

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Sept. 18th. 1929.

ASSIGNEE'S SALE OF VALUABLE FARM
AT HOPE.

Default having occurred in the terms of the mortgage from Franklin Harwood Holland and Lesley V. Holland, his wife, to Charles A. Busted, dated January 10th. 1921, and recorded in Liber J. F. R. No. 6, folios 196, 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, SEPTEMBER 17, '29, beginning at the hour of 1.30 o'clock p.m., the following described real estate, to wit:

ALL that farm, tract of land, or part of a tract of land, called or known as "Oakfield" or by whatsoever name or names the same may be called or known, situate, lying and being in the Sixth Election District of Queen Annes County, State of Maryland, lying on the south side of the public road from Centreville to Roe and on both sides of the public road from Ruthsburg to Hope, adjoining the lands of the McKenney Estate, E. Thomas, Joseph Richardson and the "Oakridge Farm, formerly owned by Charles F. Rich, containing 229 ACRES and 2 ROODS OF LAND, more or less.

The improvements consist of a modern farm dwelling, barn, stable and all other necessary outbuildings.

This farm is ideally situated at the end of the state road from Centreville to Hope, is near a school and near enough to Centreville to be most convenient, and the land is suitable to the production of all crops, 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, 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. Immediate possession may be given and the growing corn crop will be sold with the farm. Further particulars will be made known on the day of sale.

WILLIAM R. HORNEY,
Assignee of Mortgage.
HARPER & HORNEY, Attorneys,
J. ELMER ANTHONY, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., Sept. 18th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of "William R. Horney, Assignee of Mortgage, vs. Franklin Harwood Holland, 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 made on the 24th. day of August, more than twenty days before the 17th. day of September, in the year 1929.

Filed Sep. 18th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

"EXHIBIT A".

By Margaret E. Durney.

N I S I.

William R. Horney,
Assignee of Mortgage,

vs.

Franklin Harwood Holland,
and Lesley V. Holland, his
wife, Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2784.

ORDERED, This 19th. day of September, A.D., 1929, 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 23rd. 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 23rd. day of October next.

The Report states the amount of sales to be \$8,950.50.

Filed Sept. 19th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ORDER NISI.
Filed Nov. 25th. 1929.

NESI.

WILLIAM R. HORNEY, ASSIGNEE OF MORTGAGE,
vs.
FRANKLIN HARWOOD HOLLAND, AND LESLEY V. HOLLAND, HIS WIFE,
MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2784.

ORDERED, This 19th. day of September, A.D., 1929, 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 23rd. 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 23rd. day of October next.

The Report states the amount of sales to be \$8,950.50.

B. HACKETT TURNER,
Clerk.

True Copy Test:-

B. HACKETT TURNER,
Clerk.

Filed--September 19th. 1929.

THE CENTREVILLE OBSERVER.

Centreville, Md., November 25th. 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of "William R. Horney, Assignee of Mortgage vs. Franklin Harwood Holland and Lesley V. Holland, h&s wife, Mortgagors", Chancery No. 2784, 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 in said newspaper on the 21st day of September, 1929, more than four weeks before the 23rd day of October, in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Nov. 25th. 1929.

By Bertha G. Durney.

STATEMENT OF MORTGAGE DEBT.
Filed Nov. 25th. 1929.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

FRANKLIN HARWOOD HOLLAND and
LESLEY V. HOLLAND, his wife,
Mortgagors.

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

Cause No. 2784.

STATEMENT OF MORTGAGE DEBT

Statement of principal mortgage debt, and interest owing as of the day of sale, under the mortgage from Franklin Harwood Holland and Lesley V. Holland, his wife, to Charles A. Busteed, bearing date the 10th day of January, 1921, and recorded in Liber J. F. R. Nol 6, folios 196, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned by the said Charles A. Busteed to the said William R. Horney, by assignment bearing date the 20th day of August, 1929, and recorded at the foot of said mortgage.

Amount of the principal mortgage debt as evidenced by the said mortgage attached hereto, to wit: \$8500.00

Amount of interest on same from the 1st day of January, 1929, (the date of last interest payment), to the 17th day of September, 1929, (the date of the sale of the real estate made and reported in this cause). 362.66

Total amount of principal mortgage debt and interest owing as of the said 17th day of September, 1929, \$8862.66

431368

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

I HEREBY CERTIFY that on this Twenty fifth day of November, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

Filed Nov. 25th. 1929.

B. Hackett Turner
 Clerk.

CERTIFICATE OF CLERK

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that no exceptions have been filed to the sale made and reported in the foregoing Report of Sale.

Date:- Filed Nov. 25th. 1929.

B. Hackett Turner
 Clerk.

ORDER OF COURT RATIFYING SALE.

WILLIAM R. HORNEY,
 Assignee of Mortgage,

vs.

FRANKLIN HARWOOD HOLLAND and
 LESLEY V. HOLLAND, his wife,
 Mortgagors.

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

Cause No. 2784.

ORDERED, this 19th. day of December, 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 of the real estate made by William R. Horney, Assignee of Mortgage, and reported by him in the above cause, be and the same is hereby 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 nineteenth day of September, nineteen hundred and twenty nine; and the said William R. Horney, Assignee of Mortgage as aforesaid, is allowed the commissions and all expenses, not personal, which are provided for by the mortgage and for which he shall produce vouchers to the Auditor of this Court.

Filed Dec. 20th. 1929.

Thomas J. Keating.

REPORT AND ACCOUNT
 OF THE AUDITOR.
 Filed Feby. 21st. 1930.

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

William R. Horney,
 assignee of mortgage,

vs.

Franklin Harwood Holland and
 Lesley V. Holland, his wife,
 mortgagors.

Cause No. 2784.

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 therein set forth did not produce enough money to pay the mortgaged debt due on the day of sale and the costs of cause and sale.

That in the within account the auditor has charged William R. Horney, vendor, with the amount of the sale made by him, and has then thereout allowed unto him his commissions, according to the rule of court on the amount of the sale for making the sale, per terms of the mortgage, the court costs of the cause, the charges of the auctioneer for crying

the sale, the cost of advertising notice of sale in two newspapers and the several orders nisi of the cause, taxes for the year 1929 on the mortgaged property, and the fee of the auditor; that the balance of the sale remaining after these allowances is then distributed unto the said William R. Horney as holder of the mortgage under which the sale was made on account of the mortgage debt due him.

That the auditor has made an appends to the account a statement showing the balance due by the mortgagor under the mortgage after application to the mortgage debt of the net proceeds of the sale.

Which is respectfully submitted,

February 21, 1930.

Madison Brown
auditor.

Cause No. 2784.

The proceeds of the sale of the mortgaged real estate of Franklin Harwood Holland, mortgagor, in account with William R. Horney as assignee of the mortgage mentioned in this cause, vendor of the mortgaged real estate under said mortgage.

Sept. 17, 1929.

Cr.

By the gross amount of the proceeds of the mortgage sale made on date mentioned above, per report of sale filed in this cause, to wit: the sum of

\$8,950.50

Dr.

To William R. Horney, vendor, for his commissions for making sale, per terms of said mortgage, to wit: sum of	\$403.02	
To do., for the Court costs of this cause, per statement of Clerk, as follows:		
Costs of B. H. Turner, Clerk, paid per receipt,	\$18.75	
Appear. fee of W. R. Horney,	<u>10.00</u>	28.75
To do., for amount paid corporate surety on his bond for the cost of same, per receipted account exhibited, to wit: the sum of		30.00
To do., for amount paid J. E. Anthony, auctioneer, for crying sale, per his receipt, to wit: the sum of		25.00
To do., for the amount paid as cost of advertising sale and order nisi therein in the Centreville Observer, per receipted account exhibited, to wit: the sum of		48.89
To do., for amount paid as cost of advertising sale and order nisi on audit(\$3.00), per receipted account for same exhibited, to wit: the sum of		40.50
To do., for the amount of state and county taxes for 1929, paid E. C. Stevens, Treasurer, per receipted account for same exhibited, to wit: the sum of		169.89
To Madison Brown, auditor, for stating this account,		<u>9.00</u>
	\$755.05	\$755.05
To William R. Horney, as assignee of mortgage mentioned in part of his mortgage claim due on day of sale, this balance, to wit: the sum of		<u>8,195.45</u>
	\$8,950.50	\$8,950.50

Cause No. 2784.

Statement of Mortgage Debt.

Franklin Harwood Holland

to

William R. Horney, assignee,

Dr.

To amount due and owing by Franklin Harwood Holland on September 17, 1929, under the mortgage dated January 10, 1921, recorded in Liber J. F. R. No. 6, a land record book of Queen Anne's County, on folio 196, given by him to Charles A. Busteed, and assigned to William R. Horney, per statement of mortgage debt filed in the above cause, to wit:

\$8,862.66

Cr: By the amount distributed to said William R. Horney, assignee, by the above audit on account of said debt,

8,195.45

Dr: To balance bearing interest from September 17, 1929,

\$ 667.21

Madison Brown
auditor.

NISI RATIFICATION OF AUDIT.

William R. Horney,
Assignee of mortgage,

vs.

Franklin Harwood Holland and
Lesley V. Holland, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2784.

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 22nd. day of March, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 15th. day of March, 1930, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed Filed Feby. 21st. 1930.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF NISI RATIFICATION
OF AUDIT.

Filed March 24th. 1930.

NISI RATIFICATION OF AUDIT.

William R. Horney, Assignee
of Mortgage,

vs.

Franklin Harwood Holland and Lesley V. Holland,
his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2784.

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 22nd day of March, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 15th. day of March, 1930, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed Feby. 21st. 1930.

THE CENTREVILLE RECORD.

Centreville, Md., March 24, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee of Mortgage, vs. Franklin Harwood Holland & Lesley V. Holland, his wife, Mortgagors, in Equity Case #2784, Q.A. County, 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 15 day of March, in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed March 24th. 1930.

By Wm. P. Brown.

CERTIFICATE OF CLERK

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that no exceptions have been filed to the within and foregoing Report and Account of the Auditor, and that all clerk's costs accrued in the case of "William R. Horney Assignee of Mortgage, vs. Franklin Harwood Holland and Lesley V. Holland, his wife, Mortgagors", being Cause No. 2784 on the Chancery Docket of said Court, up to and including the final ratification of the sale and the cost of recording such papers as are by law proper to be recorded have been paid.

DATED - March 24th. 1930.

B. Hackett Turner
Clerk.

FINAL ORDER RATIFYING AUDIT.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

FRANKLIN HARWOOD HOLLAND and
LESLEY V. HOLLAND, his wife,
Mortgagors.

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

Cause No. 2784.

ORDERED, this 3rd. day of April, 1930, 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 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 21st day of February, 1930, and the said William R. Horney, Assignee of Mortgage, is hereby directed to apply the proceeds of sale, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

Filed April 3rd. 1930.

Lewin W. Wickes.

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CHANCERY CAUSE #2765.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of February, in the year nineteen hundred and twenty nine, the following Mortgage and Assignment were filed for record, to wit:-

.....
#13,029. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 21st. 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 27th. day of April, in the year Nineteen Hundred and Twenty-eight, by Harry M. Carroll and Carrie L. Carroll, his wife; Harry Spicer and Bessie F. Spicer, his wife; Harry E. Kinder and Anna E. Kinder, his wife; and J. Raymond Charles and Lydia A. Charles, his wife, all of Caroline County, in the State of Maryland.

WHEREAS the Starr Packing Company, H. Spicer, J. R. Charles, H. E. Kinder and H. M. Carroll are indebted unto the Eastern Shore Trust Company on promissory note for Seven Thousand Two Hundred sixty-eight Dollars and fifteen cents (\$7,268.15), dated January fourteenth, Nineteen Hundred and Twenty-eight, due two months after date;

AND WHEREAS the Starr Packing Company, H. Spicer, H. E. Kinder, J. R. Charles, H. M. Carroll and E. H. Spicer are indebted unto the Eastern Shore Trust Company on promissory note for Eight Thousand Dollars (\$8,000.00) dated February twenty fourth, Nineteen Hundred and Twenty-eight, due two months after date, and desire to further to secure the payment of said notes, and any and all renewals thereof, either for the whole or any part thereof (including a renewal of a renewal) which may be accepted by The Eastern Shore Trust Company, by a mortgage lien upon the property hereinafter mentioned as being hereby conveyed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the further sum of One Dollar (\$1.00), the said Harry M. Carroll and Carrie L. Carroll, his wife; Harry Spicer and Bessie F. Spicer, his wife; Harry E. Kinder and Anna E. Kinder, his wife; J. Raymond Charles and Lydia A. Charles, his wife, do grant and convey unto The Eastern Shore Trust Company, its heirs and assigns in fee simple, all that lot, tract or parcel of land called or known as "The Starr Cannery", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the left of the public road leading from the town of Centreville through the village of Starr to the village of Queen Anne and the town of Hillsboro and on the right side of the public road leading from the said village of Starr to the village of Ruthsburg in said county, and bounded on the south-east side by the land of G. Davis Neavitt and Bessie Neavitt, (the Neavitt heirs), on its north-west side by the land of Thomas R. Legg, on its south-west by the public road first hereinbefore mentioned, and on its remaining side by the public road hereinbefore mentioned in the second place, and containing four acres of land, more or less; being the same land granted and conveyed unto the late George L. Jump by Lawrence B. Towers and Franceina Towers, his wife, by deed bearing date August 3rd. nineteen hundred and sixteen, and recorded in Liber W. F. W. No. 9, folio 32 &c., a land record of Queen Anne's County aforesaid; being improved by a large canning house storage and bunk houses and other improvements, The above parcel being the same land mentioned and described in a deed from Madison Brown, Trustees, to Harry M. Carroll et al, bearing date the 31st day of July, 1918, and recorded in Liber J. F. R. No. 1, folio 146 &c., one of the Land record books for Queen Anne's County.

TOGETHER with the buildings and improvements thereon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

PROVIDED, that if we shall cause to be paid the said principal and interest, punctually at the times limited for the payment of the same as aforesaid, and perform all the covenants herein contained, then this mortgage shall be void; and that until default, we may possess said property. And we covenant to pay, as they severally fall due the said principal and all installments of interest hereby intended to be secured, all taxes that may be levied on said property when the same shall become due and payable, and all costs and attorney's commissions and charges incurred in the collection of said principal and interest, or any part thereof; and to insure immediately, and ending 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, its successors 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 mortgagee, its successors or assigns, or T. Alan Goldsborough, its 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.

(The fact that The Eastern Shore Trust Company has other collaterals to secure the notes heretofore mentioned shall not in any way effect its rights to proceed to make collection under this mortgage in accordance with its terms and conditions).

Witness the hands and seals of the said mortgagors.

TEST: Gilbert E. Wright.	Harry M. Carroll	(SEAL)
	Carrie L. Carroll	(SEAL)
	Harry Spicer	(SEAL)
	Bessie F. Spicer	(SEAL)
	Harry E. Kinder	(SEAL)
	Anna E. Kinder	(SEAL)
	J. Raymond Charles	(SEAL)
	Lydia A. Charles	(SEAL)

STATE OF MARYLAND; CAROLINE COUNTY, TO WIT:

I hereby certify that on this 27th. day of April, Nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Harry M. Carroll and Carrie L. Carroll, his wife; Harry Spicer and Bessie F. Spicer, his wife; Harry E. Kinder and Anna E. Kinder, his wife; J. Raymond Charles and Lydia A. Charles, his wife; and acknowledged the foregoing mortgage to be their act; and now at the same time before me also personally appeared Harry W. Davis, attorney and agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth; and also made oath as aforesaid that he is the duly authorized agent and attorney of the said mortgagee and duly authorized to make this affidavit.

As witness my hand and notarial seal of office this day and year first above written.

Notary
Public
Seal.

Gilbert E. Wright
Notary Public.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the sixth day of February, in the year nineteen hundred and twenty-nine, the following Assignment was brought to be recorded, to wit:

For value received, The Eastern Shore Trust Company, Cambridge, Maryland, (Federalburg Branch) a body corporate, hereby transfers and assigns the within and foregoing mortgage to T. Alon Goldsborough, for collection.

AS WITNESS the corporate name of the said The Eastern Shore Trust Company, Cambridge, Maryland, (Federalburg Branch) by Thomas H. Chambers, one of its Vice-Presidents and the corporate seal attested by one of its Assistant Secretaries this 22nd. day of January, 1929.

Corporate
Seal's
Place.

THE EASTERN SHORE TRUST COMPANY,
Cambridge, Maryland (Federalburg
Branch).

ATTEST

Harry W. Davis
Assistant Secretary.

by Thomas H. Chambers
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. #8, 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 6th. day of February, in the year nineteen hundred and twenty-nine.

B. Hackett Turner

Clerk.

831368

CERTIFIED COPY OF
BOND Filed February 6th., 1929.

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

KNOW ALL MEN BY THESE PRESENTS, that we, T. Alan Goldsborough of Caroline County and State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand dollars (\$7000.00) to be paid to the State of Maryland aforesaid, to which payment well and truly to be made and done we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this twenty sixth day of January, nineteen hundred and twenty nine.

WHEREAS, the above bounden T. Alan Goldsborough, by virtue of a power of sale contained in a mortgage from Harry M. Carroll et al. to The Eastern Shore Trust Company, dated April 23, 1928, and assigned to T. Alan Goldsborough for collection, which mortgage and assignment are duly recorded in Liber B. H. T. No. 8, folio 120, a land record book for Queen Anne's County, State of Maryland, and WHEREAS the said T. Alan Goldsborough, assignee, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden T. Alan Goldsborough shall well, truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

As witness the hand and seal of the said T. Alan Goldsborough and the corporate name of The United States Fidelity and Guaranty Company, by William R. Horney, its duly authorized agent and attorney, and the corporate seal of the said The United States Fidelity and Guaranty Company attested by the signature of its duly authorized agent and attorney.

Signed, sealed and delivered in the presence of Elizabeth MacDonald. Seal's Place.
Attest: Sarah L. Wright.
T. Alan Goldsborough (SEAL)
The United States Fidelity and Guaranty Company, by William R. Horney. (SEAL)
Duly authorized agent and attorney.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed February 6th. 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, folio 3 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 6th. day of Feby. in the year 1929.

B. Hackett Turner Clerk.

REPORT OF SALE
Filed February 27th., 1929.

T. ALAN GOLDSBOROUGH, Assignee, vs. HARRY M. CARROLL ET AL.
: IN THE CIRCUIT COURT
: FOR QUEEN ANNE'S COUNTY
: IN EQUITY.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The report of T. Alan Goldsborough, assignee in the above entitled cause, respectfully shows:

(1) That on the 27th day of April, 1928, Harry M. Carroll et al. executed a deed of mortgage to The Eastern Shore Trust Company, a body corporate, which said mortgage was duly assigned to T. Alan Goldsborough for collection, all of which will appear by a certified copy of said mortgage heretofore filed in these proceedings.

(2) That default occurred in the covenants and conditions in the said mortgage contained, on the part of the said mortgagors to be performed.

(3) That by virtue of a power of sale vested in me, the undersigned assignee, in said mortgage contained, I, the said T. Alan Goldsborough did, after having given more than twenty days' notice of the time, place, manner and terms of said sale by advertisement inserted in the Centreville Observer, a weekly newspaper printed and published in Queen Anne's County, as will fully appear by a copy of said advertisement with printer's certificate thereto annexed, filed herewith as part of this report and marked "Exhibit A to Report of Sale", and after having given bond to the State of Maryland in the penalty of Seven Thousand Dollars (\$7000.00) with security approved by the Clerk of the Circuit Court for Queen Anne's County, as appears by certified copy of said bond filed in these proceedings, attend in front of the Court-house door in the town of Centreville, Maryland, between the hours of 2 and 4 o'clock p. m. on Tuesday, February 19, 1929, and did then and there offer and expose the following described property:

ALL that lot, tract or parcel of land called or known as "The Starr Cannery" situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the left of the public road leading from the town of Centreville through the village of Starr to the village of Queen Anne and the town of Hillsboro and on the right side of the public road leading from the said village of Starr to the village of Ruthsburg in said county, and bounded on the southeast side by the land of G. Davis Neavitt and Bessie Neavitt (the Neavitt heirs), on its north-west side by the land of Thomas R. Legg, on its south-west by the public road first hereinbefore mentioned, and on its remaining side by the public road hereinbefore mentioned in the second place, and containing four acres of land, more or less; being the same land granted and conveyed unto the late George L. Jump by Lawrence B. Towers and Franceina Towers, his wife, by deed bearing date August 3rd, nineteen hundred and sixteen, and recorded in Liber W. F. W. No. 9, folio 32 &c., a land record of Queen Anne's County aforesaid; being improved by a large canning house, storage and bunk houses and other improvements, The above parcel being the same land mentioned and described in a deed from Madison Brown, Trustee, to Harry M. Carroll et al. bearing date the 31st day of July, 1918, and recorded in Liber J. F. R. No. 1, folio 146 &c., one of the Land Record Books for Queen Anne's County,

Save and Except ALL that piece or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, on the west side of the public road leading from Hall's Cross Roads to Ruthsburg, containing one-half of an acre of land, more or less, exclusive of the road running through the above described lot, being the same land conveyed to Wilbur King by metes and bounds by deed of Harry M. Carroll et al. dated the 9th day of February, 1923, and recorded in Liber B. H. T. No. 1, folio 488, one of the Land Records for Queen Anne's County.

And sold the same to John E. Noble and Kenneth V. Corkran, they being then and there the highest bidders therefor, at and for the price and sum of THREE THOUSAND TEN DOLLARS (\$3010.00)

Your assignee further reports that the terms of sale, which were cash on day of sale, have been complied with.

Respectfully submitted.

T. Alan Goldsborough

Assignee.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of February nineteen hundred and twenty-nine, before me the subscriber, a Notary Public of the State of Maryland in and for Caroline County, personally appeared T. Alan Goldsborough, assignee, and made oath in due form of law that the matters and things set forth 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.

WITNESS my hand and Notarial Seal.

Mildred C. Butler
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed February 27th., 1929.

SALE OF VALUABLE REAL ESTATE.
WITH CANNING PLANT

Under and by virtue of power of sale contained in a mortgage from Harry M. Carroll, et al, to The Eastern Shore Trust Company bearing date the 27th day of April, 1928, and recorded among the Mortgage Record Books for Queen Anne's County, Maryland, in Liber B. H. T. No. 8, folio 120, assigned to the undersigned for collection, default having occurred in the covenants and conditions of said mortgage on the part of the mortgagors, the undersigned will offer and expose at public sale to the highest bidder in front of the Court House door in the town of Centreville, Maryland, between the hours of 2 and 4 o'clock p. m., on Tuesday, Feb. 19, 1929, the following describ-

ed property:

ALL THAT LOT, tract or parcel of land called or known as "The Starr Cannery" situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the left of the public road leading from the town of Centreville through the village of Starr to the village of Queen Anne and the town of Hillsboro and on the right side of the public road leading from the said village of Starr to the village of Ruthsburg in said county, and bounded on the southeast side by the land of G. Davis Neavitt and Bessie Neavitt (the Neavitt heirs), on its north-west side by the land of Thomas R. Legg, on its south-west by the public road first hereinbefore mentioned, and on its remaining side by the public road hereinbefore mentioned in the second place, and containing four acres of land more or less; being the same land granted and conveyed unto the late George L. Jump by Lawrence B. Towers and Franceina Towers, his wife, by deed bearing date August 3rd, nineteen hundred and sixteen, and recorded in Liber W. F. W. No. 9, folio 32, etc., a land record of Queen Anne's County aforesaid; being improved by a Large Canning House, Storage and Bunk Houses, and other improvements. The above parcel being the same land mentioned and described in a deed from Madison Brown, Trustee, to Harry M. Carroll, et al., bearing date the 31st day of July, 1918, and recorded in Liber J. F. R. No. 1, folio 146, etc., one of the Land Record Books for Queen Anne's County.

Save and Except ALL that piece or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, on the west side of the public road leading from Hall's Cross Roads to Ruthsburg, containing ONE-HALF OF AN ACRE of land, more or less, exclusive of the road running through the above described lot, being the same land conveyed to Wilbur King by metes and bounds by deed of Harry M. Carroll, et al., dated the 9th day of February, 1923, and recorded in Liber B. H. T., No. 1, folio 488, one of the land records for Queen Anne's County.

The improvements consist of Canning House and Machinery, Warehouse, Quarters for Help and other necessary outbuildings.

TERMS OF SALE-Cash on day of sale.

T. Alan Goldsborough,
Assignee.

P. S.- Liberal loan on the above property can be obtained by applying to T. Alan Goldsborough, Denton, Maryland, or to The Eastern Shore Trust Company, Federalsburg, Maryland.

THE CENTREVILLE OBSERVER

Centreville, Md., February 25, 1929

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of T. Alan Goldsborough, Assignee of Mortgage Vs Harry M. Carroll, 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 Nineteenth day of February in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

N I S I

TE ALAN GOLDSBOROUGH, assignee,	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
HARRY M. CARROLL, ET AL.	:	IN EQUITY.

ORDERED, This 27th day of February, 1929, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the property made and reported by T. Alan Goldsborough, assignee, be ratified and confirmed unless cause to the contrary be shown on or before the 4th day of May next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 4th day of April next.

The report states the amount of sale to be \$3010.00.

Filed February 27th, 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed May 6th, 1929.

N I S I.

T. ALAN GOLDSBOROUGH,
ASSIGNEE,

vs.

HARRY M. CARROLL, ET AL.

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

ORDERED, This 27th day of February, 1929, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the property made and reported by T. Alan Goldsborough assignee, be ratified and confirmed unless cause to the contrary be shown on or before the 4th day of May next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 4th day of April, next.

The report states the amount of sale to be \$3010.00.

Filed February 27th, 1929.

B. Hackett Turner, Clerk.

True Copy-Test:

B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER

Centreville, Md., April 29, 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of T. Alan Goldsborough, Assignee, VS Harry M. Carroll, 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 April in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed May 6th, 1929

By Margaret E. Durney.

STATEMENT OF MORTGAGE DEBT
filed May 11th, 1929.

T. ALAN GOLDSBOROUGH	:	IN THE CIRCUIT COURT
Assignee,		
VS.	:	FOR QUEEN ANNE'S COUNTY
HARRY M. CARROLL ET AL.	:	IN EQUITY

Statement of Mortgage Debt

Principal of note secured - - - - -	\$ 7,268.15
Interest from March 14, 1928 to February 19, 1929 - - - - -	375.80
Principal of note secured - - - - -	8,000.00
Interest from April 24, 1928 to February 19, 1929 - - - - -	<u>393.33</u>
Total	\$16,037.28

431368

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY, That on this 10th day of May, nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the District of Columbia in and for the City of Washington, personally appeared T. Alan Goldsborough, assignee, and made oath in due form of law that the above statement is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

Magdalena Gale

Notary Public.

Filed May 11th, 1929.

ORDER OF COURT RATIFYING SALE.

ORDERED, This 11th day of May, 1929, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that the sale of the property mentioned in these proceedings, made and reported by T. Alan Goldsborough, assignee, be ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by a previous order of this Court. The assignee is allowed the usual commissions and all expenses, not personal, when proper vouchers are filed with the auditor.

Thomas J. Keating

Filed May 11th, 1929.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed February 25, 1930.

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

T. Alan Goldsborough,
assignee,
vs.
Harry M. Carroll, et al.

)
(
)
(

Cause No. 2765.

To the Honorable, the Judges of said Court:

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

That he has stated the within account by charging T. Alan Goldsborough, the vendor making the mortgage sale of the cause, with the amount of the sales so made by him, and then by allowing unto the said vendor, his commissions for making the sale, per terms of mortgage and rule of court, the costs of the Clerk and the appearance fee of the attorney of the plaintiff paid to the Clerk, per receipt exhibited to the auditor, the cost of his bond, the cost of advertising the sale and order nisi, and the charges of the auctioneer, per vouchers exhibited, the cost of advertising the order nisi as to this account, and the fee of the auditor.

That the balance of sale remaining after these allowances is not sufficient to pay the mortgage claim due on the day of sale in full, and is distributed herein or by the within account unto T. Alan Goldsborough, the holder of the mortgage, on account of his mortgage claim.

That the auditor has made a statement showing the balance due on the mortgage debt after the application thereto of the sum of money awarded to the debt by the within account, which statement is appended to the account.

Which is respectfully submitted,

Madison Brown.
auditor.

Cause No. 2765.

The proceeds of the sale of the mortgaged real estate of Harry M. Carroll, Harry Spicer, Henry (Harry) E. Kinder, and J. Raymond Charles, mortgagors, in account with T. Alan Goldsborough, assignee of the mortgage described in the above cause and as such vendor making the sale of the mortgaged real estate described in the cause.

1929, Feb. 19.		Cr.	
By amount of the gross sale of the mortgaged real estate, per report of sale herein filed, to wit: the sum of			\$3,010.00
1929, Feb. 19.		D r.	
To T. Alan Goldsborough, vendor making the mortgage sale, for his commissions for so doing, per terms of mortgage, to wit: the sum of			\$ 165.40
To do., for the court costs of this cause, per Clerk's statement following: Costs of B. H. Turner, Clerk, paid him, per his receipted statement,		\$18.75	
Appear. fee of T. Alan Goldsborough, paid Clerk, per his receipted statement,		<u>10.00</u>	28.75
To do., for the cost of his bond with corporate surety thereon paid said surety, per receipted account ex- hibited, to wit: the sum of			21.00
To do., for the cost of advertising notice of sale, and handbills of sale, paid Centreville Observer Publishing Company, per receipted account for same exhibited, to wit: the sum of			100.89
To do., for the cost of advertising in the Centreville Observer the order nisi as to sale, per receipted ac- count for same exhibited, to wit: the sum of			5.00
To do., for the amount paid L. F. Covey, auctioneer, for his fee for crying the sale charged, per his account receipted and exhibited, to wit: the sum of			15.00
To do., for the cost of advertising the order nisi to be passed as to this report and account, to wit: sum of			3.00
To Madison Brown, auditor, for stating this account,			<u>9.00</u>
			\$ 348.04
To T. Alan Goldsborough, assignee of mortgage, on account of the amount due him under said mortgage on the day of the mortgage sale, this balance, to wit: sum of		<u>2,661.96</u>	<u>\$3,010.00</u>
			\$3,010.00

Statement of Mortgage Debt.

Harry M. Carroll, Harry Spicer, Harry E. Kinder, and J. Raymond Charles, mortgagors, to T. Alan Goldsborough, assignee, 1929		Dr.
Feb. 19	To amount of the mortgage indebtedness due under mortgage from said mortgagors dated 27 April, 1928, this date, the day of sale	\$16037.28
Cr:	By amount distributed above on said mortgage,	<u>2661.96</u>
Dr:	To balance with interest thereon from Feb. 19, 1929,	\$13375.32

Feb. 24, 1930.

Madison Brown,
auditor.

NISI RATIFICATION OF AUDIT.

T. Alan Goldsborough, Assignee	}	IN THE CIRCUIT COURT
vs.		FOR QUEEN ANNE'S COUNTY
Harry M. Carroll et al.		IN EQUITY

CASE No. 2765.

ORDERED, This 25th day of February in the year nineteen hundred and 30 that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 24th day of March 1930; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of March 1930 in some newspaper printed and published in Queen Anne's County.

Filed Feb. 25th, 1930.

B. Hackett Turner Clerk

1431368

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed April 18th, 1930.

NISI RATIFICATION OF AUDIT.

T. ALAN GOLDSBOROUGH, Assignee,
vs.
HARRY M. CARROLL, et al.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2765.

ORDERED, this 25th day of February in the year nineteen hundred and 30, that the Report and Account filed in these proceedings by MADISON BROWN, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 24th day of March, 1930, provided a copy of this order be published once a week in each of two successive weeks before the 17th day of March, 1930, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.
True Copy, Test:-
B. Hackett Turner, Clerk.
Filed-Feb. 25th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., March 1, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the nisi ratification of audit in the case of T. Alan Goldsborough, assignee vs. Harry M. Carroll, 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 17th day of March in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

FINAL ORDER RATIFYING AUDIT.

ORDERED this 24th day of April 1930 by the Circuit Court for Queen Anne's County, in Equity, that the report of the Auditor filed in the above entitled case be finally ratified and confirmed, no cause to the contrary having been shown, although the notice appears to have been given as required by the preceding order, and the assignee is directed to distributed accordingly with a due proportion of interest as the same has been or may be received.

W. H. Adkins

Filed Apr. 24th, 1930.

Ms 1368



Cause No. 2770.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty second day of April, in the year nineteen hundred and twenty nine, the following Bill of Complaint was filed for record, to wit:-

CHARLES W. NICKERSON and
NELLIE L. GALLWAY, co-
partners, trading as
Nickerson & Gallway,
Plaintiffs,

vs.

MARY E. ROBBINS,
GROVER C. ROBBINS and
SADIE M. ROBBINS, his wife,
JOHN E. ROBBINS and
ALDA B. ROBBINS, his wife,
FRANK ROBBINS and
KATHARINE ROBBINS, his wife, and
EDWARD H. ROBBINS and
VIOLA ROBBINS, his wife,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, who sue for themselves as well as all other creditors of William Robbins, late of Queen Anne's County, State of Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining, say:

1. That the said William Robbins died, sometime in the year nineteen hundred and twenty eight, seized and possessed, in fee simple, of certain real estate, to wit:

FIRST: All that lot or parcel of land situate, lying and being in the village of Sandtown, in the Seventh Election District of Queen Anne's County aforesaid, adjoining the property of (or formerly of) Caleb Clow, James E. Walters and Thomas J. Britton; SECOND: All that lot or parcel of land situate, lying and being in the said village of Sandtown, in the said Seventh Election District of Queen Anne's County aforesaid, on the west side of the public road leading from Illinton to Sudlersville, adjoining the lands of (or formerly of) Benjamin T. Biggs and others; the said two above described lots or parcels of land having been granted and conveyed unto the said William Robbins by Alda E. Robbins and John Robbins, her husband, by deed bearing date the eleventh day of December, nineteen hundred and twenty six, and recorded in Liber B. H. T. No. 6, folios 209, etc., a land record book for Queen Anne's County aforesaid, a certified copy of which said deed is filed herewith as a part hereof and is marked "Creditors" Exhibit No. 1".

2. That the said William Robbins departed this life as aforesaid, intestate, and leaving surviving him as his only heirs at law the following named persons, there being no children and his father and mother having predeceased him, to wit:

- (1) Mary E. Robbins, his widow;
- (2) Grover C. Robbins, a brother, who is intermarried with Sadie M. Robbins;
- (3) John E. Robbins, a brother, who is intermarried with Alda B. Robbins;
- (4) Frank Robbins, a brother, who is intermarried with Katharine Robbins; and
- (5) Edward H. Robbins, a brother, who is intermarried with Viola Robbins.

3. That letters of administration were granted on the personal estate of the said William Robbins, deceased, unto the said Mary E. Robbins and Charles W. Nickerson, who took possession of all of said personal estate, administered the same under the direction of the Orphans' Court of Queen Anne's County and have filed in said Court their First and Final Administration Account, a certified copy of which is filed herewith as a part hereof and is marked "Creditors' Exhibit No. 2".

4. That at the time of his death the said William Robbins was indebted unto your Orators in the sum of Ten Dollars and Eighty One Cents (\$10.81) on an open account, which was duly filed against the personal estate of the said William Robbins, deceased, and which said claim has been credited by a dividend in said personal estate by the sum of One Dollar and Ninety Seven Cents (\$1.97), leaving a balance due thereon of Eight Dollars and Eighty Four Cents (\$8.84), said personal estate being insufficient to pay said claim in full, as will appear by reference to said First and Final Administration Account; said claim being filed herewith as a part thereof and is marked "Creditors' Exhibit No. 3".

5. That your Orators are advised that they as well as the other creditors of the said William Robbins are entitled to have said real estate sold for the purpose of paying their claims after the same have been credited with the dividends from said personal estate.

Ms 1368

6. That the following named persons are residents of Queen Anne's County aforesaid, to wit: Charles W. Nickerson, Nellie L. Gallaway, Mary E. Robbins, and Grover C. Robbins and Sadie M. Robbins, his wife.

7. That the said John E. Robbins and Alda B. Robbins, his wife, and the said Frank Robbins and Katharine Robbins, his wife, are non-residents of the State of Maryland, residing in the State of Delaware.

8. That the said Edward H. Robbins and Viola Robbins, his wife, are non-residents of the State of Maryland, residing in the State of Pennsylvania.

TO THE END, THEREFORE:

(1) That the said real estate of the said William Robbins, deceased, may be sold for the payment of the claim of your Orators and those of the other unsatisfied creditors of said deceased.

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

MAY IT PLEASE YOUR HONORS to grant unto your Orators an Order of Publication, giving notice to the said John E. Robbins and Alda B. Robbins, his wife, Frank Robbins and Katharine Robbins, his wife, and Edward H. Robbins and Viola Robbins, his wife, who are non-residents of the State of Maryland, of the substance and object of this Bill of Complaint, and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed; and also the writ of subpoena against the said Mary E. Robbins and Grover C. Robbins and Sadie M. Robbins, his wife, directed to the Sheriff of Queen Anne's County aforesaid, commanding them and each of them to appear in this Court in person or by solicitor, at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.,

Harper & Horney
Solicitors for Plaintiff.

Harper & Horney
Solicitors for John A. Tobin & Son.

EXHIBIT NO. 1.
Filed April 22nd., 1929.

.....
#12,217. Q U E E N A N N E ' S C O U N T Y, To wit: Be it remembered that on the 13th. day of December, in the year nineteen hundred and twenty six, the following Deed was brought to be recorded, to wit:

THIS DEED, made this 11th. day of December in the year nineteen hundred and twenty six, by Alda E. Robbins and John Robbins, her husband, of Kent County, State of Maryland, witnesseth:-

THAT IN CONSIDERATION of the sum of five dollars and other good and valuable considerations the receipts of which are hereby acknowledged, the said Alda E. Robbins and John Robbins, her husband, do hereby grant and convey unto William Robbins, his heirs and assigns, in fee simple, all those two lots or parcels of land situate, lying and being in the village of Sand-Town, in said Queen Anne's County, in the said State of Maryland, adjoining the property of Caleb Clough, James E. Walters, and the property formerly owned by Thomas J. Britton and is the same property as that described in the Deed from Nathaniel D. Clough et al., to Walter Redmon, dated June 24th. 1913, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber W. F. W. No. 6, folios 429 etc., to which Deed special reference is hereby made for an accurate description of the lot herein intended to be conveyed.

Secondly, all that lot or parcel of land situate in in Sand-Town in the upper part of Queen Anne's County, Maryland, and on the West side of the public road leading from Millington to Sudlersville and adjoining the lands of the late Benjamin T. Biggs and others, and is the same lot of land as that described in the Deed from Hannah M. Hendrix and Herman L. Hendrix, to Walter Redmon, dated the third day of August, in the year 1908, and recorded among the land records of Queen Anne's County, Maryland, in Liber S. S. No. 5, folios 119, to which Deed especial reference is hereby made for an accurate description of the land intended to be herein conveyed. The above described two lots being the said property which was conveyed unto the said Alda E. Robbins by Harold H. Stauffer and wife by deed dated the tenth day of September in the year nineteen hundred and nineteen and recorded among the land record books for Queen Anne's County, in Liber J. F. R. No. 3, folios 171 &c., to which said deed and references therein contained, reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all the rights, roads, ways, waters, alleys, advantages, appurtenances thereto belonging or in anywise appurtenanting.

AND THE said Alda E. Robbins and John Robbins covenant that they will warrant specially the property hereby conveyed and will give such other and further assurances of title as may be requisite or necessary.

WITNESS their hands and seals.

TEST:
C. M. Melvin, Jr.

Alda E. Robbins (SEAL)

John Robbins (SEAL)

STATE OF MARYLAND,

KENT COUNTY, TO WIT:

I hereby certify that on this 11th. day of December, in the year nineteen hundred and twenty six, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, duly commissioned and qualified, personally appeared Alda E. Robbins and John Robbins, her husband, and did each acknowledge the foregoing deed to be their respective act and deed.

Notary
Public
Seal.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

C. M. Melvin, Jr.
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. #6, folios 209 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 22nd. day of April, in the year nineteen hundred and twenty nine.

Seal's
Place.

B. Hackett Turner Clerk.

EXHIBIT NUMBER TWO.
Filed April 22, 1928.

IN RE ESTATE OF
WILLIAM ROBBINS,
DECEASED.

#

IN THE ORPHANS COURT
FOR
QUEEN ANNE'S COUNTY.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY,

TO WIT:

THE FIRST AND FINAL ADMINISTRATION ACCOUNT OF MARY E. ROBBINS AND CHARGES W. NICKERSON, ADMINISTRATORS OF THE GOODS, CHATTELS AND PERSONAL ESTATE OF WILLIAM ROBBINS, LATE OF QUEEN ANNE'S COUNTY, STATE OF MARYLAND, DECEASED.

These accountants charge themselves with the personal estate of the said deceased, as follows, to wit:

1.	With the amount of the Inventory returned and filed in this Court, on the 3rd day of April, 1928, appears, to wit:	\$ 303.30
2.	And with the amount on deposit to the credit of the deceased in The Millington Bank of Maryland, to wit:	181.14
3.	And with the amount received from Edwin H. Brown, Jr., for his promissory note due the deceased, to wit:	
	Amount of said promissory note	\$211.50
	Interest on same from November 10th, 1927, to date of payment,	<u>15.75</u>
	TOTAL AMOUNT OF THE ASSETS OF THIS ESTATE,	\$ 711.69

And these Accountants crave allowance for the following payments and disbursements, to wit:

1.	For an allowance for the Loss on Sales, per Account of Sales returned and filed in this Court, on the 19th day of June, 1928, appears, to wit:	\$ 69.80
2.	For cash paid to Hiram T. Walls and Charles S. Stevens, for their fee as appraisers, to wit:	8.00
3.	For cash paid to The Centreville Observer Publishing Company, for publishing the notice to creditors, to wit,	5.00
4.	For cash paid to the United States Fidelity and Guaranty Company, for the premium on the bond of these Accountants as Administrators, to wit:	6.00
5.	For cash paid to and property taken by Mary E. Robbins, in payment of the allowance to which she is entitled as the widow	

of the deceased, who left no infant child or children surviving him, pursuant to the provisions of Section 318 of Article 93 of Bagby's Annotated Code of the Public General Laws of Maryland, (Edition of 1924), to wit:

Cash in the sum of		\$ 38.65	
And the following articles of property at the appraised value, to wit:			
1 Tub	\$.10		
1 Axe	.50		
1 Bedstead	1.00		
1 Mattress	1.00		
1 Blanket	1.00		
1 Pillow	.50		
1 Lot of matting	1.00		
1 Lot of floor covering	2.00		
1 Old stand	.50		
1 Bedstead and spring	1.00		
1 Feather bed	.50		
1 Box	.50		
1 Oven	1.00		
1 Gun	3.00		
1 Stair carpet	.50		
1 Lot of chairs	1.25		
1 Parlor set	5.00		
2 Rocking chairs	1.50		
1 Lot of floor covering	3.00		
1 Wooden safe	.50		
9 Window curtains	2.00		
1 Stove	3.00		
1 Cupboard	3.00		
1 Lot of dishes	.25		
1 Lot of cooking utensils	.50		
1 Table	1.50		
1 Table	.50		
1 Towel rack	.25	36.35	\$ 75.00
6. For cash paid to John A. Tobin & Son, for the funeral expenses of the deceased, being a preferred claim, to wit:			300.00
7. For cash paid to Dr. C. M. Metcalfe, for his account for services rendered during the last illness of the deceased, being a preferred claim, to wit:			5.00
8. For cash paid to The Centreville Observer Publishing Company, for printing posters of the sale of the personal property, to wit:			6.50
9. For cash paid to Charles W. Nickerson for certain expenses incident to said sale and to this estate, per itemized account, to wit:			27.00
10. For cash paid to F. Clayton Stevens, Treasurer, for the state and county taxes of the deceased for the year 1928, to wit:			20.71
11. For cash paid to John E. Robbins as a dividend of .1818% on the sum of \$185.67, the amount of his claim filed against this estate and allowed by Court, to wit:			33.75
12. For cash paid to Nickerson and Gallaway as a dividend of .1818% on the sum of \$10.81, the amount of their claim filed against this estate and allowed by Court, to wit:			1.97
13. For cash paid to John A. Tobin & Son as a dividend of .1818% on the sum of \$18.50, the amount of their claim filed against this estate and allowed by Court, to wit:			3.36
14. For cash paid to R. J. Taylor as a dividend of .1818% on the sum of \$5.36, the amount of his claim filed against this estate and allowed by Court, to wit:			.98
15. For cash paid to Harper & Horney, for their fee for services rendered in connection with the administration of this estate, to wit:			50.00
16. For cash paid to William T. Bishop, Register of Wills, for his costs and expenses incident to the administration of this estate, to wit:			27.45
17. And for their commissions as Administrators retained by these Accountants on the total assets of this estate, that is to say, commissions at the rate of 10% on the sum of \$711.69, to wit:		\$ 71.17	
Less the State Tax of 1% on the sum of \$711.69, paid to the State of Maryland, to wit:		7.12	7.12
Leaving this net amount of commissions retained by these Accounts, to wit:			64.05
TOTAL AMOUNT OF DISBURSEMENTS AND ALLOWANCES.			\$ 711.69

TO THE HONORABLE, THE JUDGES OF SAID COURT:

These Accountants, Mary E. Robbins and Charles W. Nickerson, Administrators of William Robbins, late of Queen Anne's County, Maryland, deceased, hereby respectfully submit the foregoing FIRST AND FINAL ADMINISTRATION ACCOUNT of the personal estate of the said William Robbins, deceased.

Mrs. Mary E. Robbins

Charles W. Nickerson
Administrators of William
Robbins, deceased.

IN THE ORPHANS' COURT OF 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 Mary E. Robbins and Charles W. Nickerson, Administrators of the Personal Estate of William Robbins, deceased, as filed and passed in this office on February 26, 1929, and recorded in Liber W. T. B. No. 3 Folio 466 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 22nd day of April 1929.

Seal's
Place.

William T. Bishop
Register of Wills for Queen Anne's County,
Maryland.

CREDITOR'S EXHIBIT NO. 3.
Filed April 22nd., 1929.

April 23, 1928.

William Robbins Est.
Millington, Md.

In Account With
NICKERSON & GALLAWAY
BADGER TIRES & TUBES
General Merchandise
Post Office Box 45
Millington, Maryland.

To merchandze	\$ 10.81
Credit by check of administrators	1.97
	<u>\$ 8.84</u>

STATE OF MARYLAND
KENT COUNTY:

On this 12th day of June, 1928, personally appeared before me a notary public, Charles W. Nickerson, of the firm of Nickerson & Gallaway, and made oath in due form of law that the above statement is true and correct and that he has received no credits on said statement.

As witness my hand and seal the day and date above written.

Notary
Public
Seal

C. M. Melvin, Jr.
Notary Public.

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.

ORDER OF PUBLICATION.
Filed April 22nd., 1929.

ORDER OF PUBLICATION

CHARLES W. NICKERSON, et al.,
Plaintiffs,

vs.

MARY E. ROBBINS, et al.,
Defendants.

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

Cause No.

The object of this suit is to procure the sale of the real estate of Williams Robbins, late of Queen Anne's County, State of Maryland, deceased, for the purpose of paying the unsatisfied debts due and owing by the said William Robbins, deceased, at the time of his death.

The substance of the Bill of Complaint is as follows, to wit:

CHARLES W. NICKERSON and
NELLIE L. GALLAWAY, co-
partners, trading as
Nickerson & Gallaway,
Plaintiffs,

vs.

MARY E. ROBBINS,
GROVER C. ROBBINS and
SADIE M. ROBBINS, his wife,
JOHN E. ROBBINS and
ALDA B. ROBBINS, his wife,
FRANK ROBBINS and
KATHARINE ROBBINS, his wife, and
EDWARD H. ROBBINS and
VIOLA ROBBINS, his wife,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, who sue for themselves as well as all other creditors of William Robbins, late of Queen Anne's County, State of Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining, say:

1. That the said William Robbins died, sometime in the year nineteen hundred and twenty eight, seized and possessed, in fee simple, of certain real estate, to wit:

FIRST: All that lot or parcel of land situate, lying and being in the village of Sandtown, in the Seventh Election District of Queen Anne's County aforesaid, adjoining the property of (or formerly of) Caleb Clow, James E. Walters and Thomas J. Britton; SECOND: All that lot or parcel of land situate, lying and being in the said village of Sandtown, in the said Seventh Election District of Queen Anne's County aforesaid, on the west side of the public road leading from Millington to Sudlersville, adjoining the lands of (or formerly of) Benjamin T. Biggs and others; the said two above described lots or parcel of land having been granted and conveyed unto the said William Robbins by Alda E. Robbins and John Robbins, her husband, by deed bearing date the eleventh day of December, nineteen hundred and twenty six, and recorded in Liber B. H. T. No. 6, folios 209, etc., a land record book for Queen Anne's County aforesaid, a certified copy of which said deed is filed herewith as a part hereof and is marked "Creditors' Exhibit No. 1".

2. That the said William Robbins departed this life as aforesaid, intestate, and leaving surviving him as his only heirs at law the following named persons, there being no children and his father and mother having predeceased him, to wit:

- (1) Mary E. Robbins, his widow;
- (2) Grover C. Robbins, a brother, who is intermarried with Sadie M. Robbins;
- (3) John E. Robbins, a brother, who is intermarried with Alda B. Robbins;
- (4) Frank Robbins, a brother, who is intermarried with Katharine Robbins;
and
- (5) Edward H. Robbins, a brother, who is intermarried with Viola Robbins,

3. That letters of administration were granted on the personal estate of the said William Robbin, deceased, unto the said Mary E. Robbins and Charles W. Nickerson, who took possession of all of said personal estate, administered the same under the direction of the Orphans' Court of Queen Anne's County and have filed in said Court their First and Final Administration Account, a certified copy of which is filed herewith as a part hereof and is marked "Creditors' Exhibit No. 2".

4. That at the time of his death the said William Robbins was indebted unto your Orators in the sum of Ten Dollars and Eighty One Cents (\$10.81) on an open account, which was duly filed against the personal estate of the said William Robbins, deceased, and which said claim has been credited by a dividend in said personal estate by the sum of One Dollar and Ninety Seven Cents (\$1.97), leaving a balance due thereon of Eight Dollars and Eighty Four Cents (\$8.84), said personal estate being insufficient to pay said claim in full, as will appear by reference to said First and Final Administration Account; said claim being filed herewith as a part thereof and is marked "Creditors" Exhibit No. 3".

5. That your Orators are advised that they as well as the other creditors of the said William Robbins are entitled to have said real estate sold for the purpose of paying their claims after the same have been credited with the dividends from said personal estate.

6. That the following named person are residents of Queen Anne's County aforesaid, to wit: Charles W. Nickerson, Nellie L. Gallaway, Mary E. Robbins, and Grover C. Robbins and Sadie M. Robbins, his wife.

7. That the said John E. Robbins and Alda B. Robbins, his wife, and the said Frank Robbins and Katharine Robbins, his wife, are non-residents of the State of Maryland, residing in the State of Delaware.

8. That the said Edward H. Robbins and Viola Robbins, his wife, are non-residents of the State of Maryland, residing in the State of Pennsylvania.

TO THE END, THEREFORE:

(1) That the said real estate of the said William Robbins, deceased, may be sold for the payment of the claim of your Orators and those of the other unsatisfied creditors of said deceased.

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

MAY IT PLEASE YOUR HONORS to grant unto your Orators an Order of Publication, giving notice to the said John E. Robbins and Alda B. Robbins, his wife, Frank Robbins and Katharine Robbins, his wife, and Edward H. Robbins and Viola Robbins, his wife, who are non-residents of the State of Maryland, of the substance and object of this Bill of Complaint, and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed; and also the writ of subpoena against the said Mary E. Robbins and Grover C. Robbins and Sadie M. Robbins, his wife, directed to the Sheriff of Queen Anne's County aforesaid, commanding them and each of them to appear in this Court in person or by solicitor, at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.,

HARPER and HORNEY
Solicitors for Plaintiff.

IT IS THEREUPON, this 22nd. day of Apr, 1929, ordered by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the Plaintiffs, by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County aforesaid, once in each of four successive weeks before the 29th day of May, 1929, give notice to John E. Robbins and Alda B. Robbins, his wife, Frank Robbins and Katharine Robbins, his wife, and Edward H. Robbins and Viola Robbins, his wife, who the Bill of Complaint states are non-resident Defendants of the State of Maryland, residing in the State of Delaware and the State of Pennsylvania, respectively, of the object and substance of said Bill of Complaint, warning them and each of them to appear in the Circuit Court for Queen Anne's County in Equity, in person or by solicitor, on or before the 15 day of June, 1929, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed,

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

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
Filed April 22nd., 1929.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND.

TO Mary E. Robbins,

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 May next, to answer the complaint of Chas. W. Nickerson and Nellie L. Gallaway, co-partners trading as Nickerson & Gallaway, against you in said Court exhibited.

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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 April, 1929.

Issued the 22nd. day of April, in the year 1929.

B. Hackett Turner Clerk.

Harper & Horney

Solicitors for Plaintiffs.

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 May next, being the Return Day.

B. Hackett Turner Clerk.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER. TO LIE IN OFFICE. Filed April 22nd., 1929.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's Place Grover C. Robbins and Sadie M. Robbins, his wife.

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 May next, to answer the complaint of Chas. W. Nickerson and Nellie L. Gallaway, against you in said Court exhibited. co-partners trading as Nickerson & Gallaway,

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 April 1929. Issued the 22nd. day of April in the year 1929.

B. Hackett Turner Clerk

Harper & Horney

Solicitor for Plaintiffs.

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 May next, being the Return Day.

B. Hackett Turner Clerk.

PETITION OF JOHN A. TOBIN & SON TO BE MADE PARTIES PLAINTIFF TO THE BILL OF COMPLAINT AND "CREDITORS EXHIBIT NO.4" Filed April 25th., 1929.

CHARLES W. NICKERSON, ET AL., Plaintiffs;

vs.

MARY E. ROBBINS, ET AL., Defendants.



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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John A. Tobin and John H. Tobin, co-partner, trading as John A. Tobin & Soh, unto your Honors respectfully sets forth:

1. That your Petitioners are one of the creditors of William Robbins, deceased, mentioned in the Bill of Complaint filed by the Said Charles W. Nickerson, et al., in the above entitled cause, as will appear by reference to the First and Final Administration Account of the Administrators of the said William Robbins, deceased, a copy of which is marked "Creditor's Exhibit No. 2" and filed in said cause.

2. That at the time of his death the said William Robbins was indebted unto your Petitioner in the sum of Eighteen Dollars and Fifty Cents (\$18.50) on an open account, which was duly filed against the personal estate of the said William Robbins, deceased, and which said claim has been credited by a dividend in said personal estate by the sum of Three Dollars and Thirty Six Cents (\$3.36), leaving a balance due thereon of Fifteen Dollars and Fourteen Cents (\$15.14), said personal estate being insufficient to pay said claim in full, as will appear by reference to said First and Final Administration Account; said claim being filed herewith as a part hereof and is marked "Creditor's Exhibit No. 4".

3. That your Petitioners desire to become co-plaintiffs with the said Charles W. Nickerson, et al., to the said Bill of Complaint so filed in this cause, so that the said Bill of Complaint so filed as aforesaid shall be the joint Bill of Complaint of your Petitioners and the said Charles W. Nickerson, et al.

And to that end, your Petitioner, pray this Honorable Court to pass an order permitting them to become such co-plaintiffs and to sign said Bill of Complaint with the said Charles W. Nickerson, et al., in the same manner as if they had signed it with them before it was filed.

And as in duty bound, etc.,

Harper & Horney
Solicitors for Petitioners.

I, Charles W. Nickerson, a member of the firm of Nickerson & Gallaway, and one of the plaintiffs to the Bill of Complaint mentioned in the foregoing Petition, do hereby consent to the passage of the order prayed for in the said foregoing Petition.

Charles W. Nickerson
Member of the firm of Nickerson
& Gallaway.

CREDITOR'S EXHIBIT NO. 4.
Filed Apr. 25th., 1929.

Millington, Md., April 11, 1928

Mary E. Robbins & Charles W. Nickerson, Administrators of the Estate of
William Robbins

In Account With

Funeral Directors	JOHN A. TOBIN & SON	Graduate Embalmers
Phone 28		

Mar. 12/29	Ambulance to Emergency Hospital for Mr. Wm. Robbins By Dividend ck. (Rec'd John A. Tobin & Son M. E. T.).	\$18.50	
		<u>3.36</u>	
		15.14	\$15.14

State of Maryland,
County of Kent:

On this 11th day of April 1928, personally appeared John H. Tobin of the firm of John A. Tobin & son 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 has received no credit thereon.

Notary
Public
Seal's
Place.

C. M. Melvin
Notary Public.

Examined and entered on
Docket Claims and will
be allowed when paid,
per order of Court.

Wm. T. Bishop
Register of Wills for Queen Anne's County.

1131368

ORDER OF COURT
filed May 2nd., 1929.

ORDER OF COURT

Upon the foregoing Petition and Consent, IT IS ORDERED, this 2nd day of May, 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 John A. Tobin and John H. Tobin, co-partners, trading as John A. Tobin & Son, be and they are hereby permitted to become co-plaintiffs with Charles W. Nickerson, et al., to the Bill of Complaint filed in this cause, and they are hereby directed to sign said Bill of Complaint, either in person or by their solicitors, in the same manner as if they had been original plaintiffs.

Thomas J. Keating.

ANSWER OF DEFENDANTS.
Filed May 3rd., 1929.

CHARLES W. NICKERSON, et al.,
Plaintiffs,

vs.

MARY E. ROBBINS, et al.,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Mary E. Robbins, Grover C. Robbins and Sadie M. Robbins, his wife, John E. Robbins and Alda B. Robbins, his wife, Frank Robbins and Katharine Robbins, his wife, Edward H. Robbins and Viola Robbins, his wife, the Defendants in the above cause, to your Honors respectfully shows:

That these Defendants, jointly and severally, admit the several matters and things stated in the said Bill of Complaint to be true as therein set forth, and do hereby jointly and severally consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

MARY E. ROBBINS
GROVER C. ROBBINS
SADIE M. ROBBINS
JOHN E. ROBBINS
ALDA B. ROBBINS
FRANK ROBBINS
KATHARINE ROBBINS
EDWARD H. ROBBINS
VIOLA ROBBINS

DECREE.
Filed May 7th., 1929.

CHARLES W. NICKERSON, ET AL.,
Plaintiffs,

vs.

MARY E. ROBBINS, ET AL.,
Defendants.

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

Cause No. 2770.

DECREE

This cause standing ready for hearing and being submitted on bill and answer, the proceedings were read and considered,

It is thereupon, this 7th. day of May, 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, adjudged, ordered and decreed that for the payment of so much of the debts of William Robbins, deceased, as may remain unsatisfied by the application of his personal estate, the real estate of the said William Robbins, deceased, in these proceedings mentioned, or so much thereof as may be necessary for the purpose, be sold; that W. Raymond Horney be, and he is hereby appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of one thousand Dollars (\$1000.00), if corporate surety, or in the penalty of two thousand Dollars (\$2000.00), if corporate surety be not given, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' previous notice by advertisement; inserted in such newspaper or newspapers printed and published in Queen Anne's County, Maryland, as he shall think proper, of the time, place, manner and terms of sale, which terms shall be the sum of Three Hundred Dollars (\$300.00) cash, 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 or purchasers, the credit portions to bear interest from day of sale and to be secured to the satisfaction of the trustee, and, as soon as may be convenient after such sale, the said trustee shall return to this Court, a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustee, shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said trustee shall bring in to 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.

Thomas J. Keating

And it is further ordered that the following Notice to Creditors be given, that is to say:

NOTICE TO CREDITORS

ORDERED, this 7th day of May, 1929, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the creditors of William Robbins, deceased, file their claims, properly authenticated, with the Clerk of this Court, on or before the 15th day of August, 1929, or be excluded from participation in the distribution of the proceeds of the sale of the real estate decreed to be sold in this cause; provided a copy of this order be inserted in a newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the 15th day of June, 1929.

Filed May 7th., 1929.

Thomas J. Keating.

CERTIFIED COPY OF BOND.
Filed June 17th., 1929.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of June, in the year 1929, 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, W. Raymond 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, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this seventeenth day of June, in the year nineteen hundred and twenty nine;

WHEREAS, the above bounden W. Raymond Horney, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, has been appointed Trustee to sell the real estate mentioned in the proceedings in the case of "Charles W. Nickerson et al., vs. Mary E. Robbins et al", being Cause No. 2770, now pending in said court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden

W. Raymond Horney do and shall well and faithfully perform and execute the trust reposed in him by any future decree or order in the premises, then the above obligation to be void; other wise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:
Hilda T. Seward

W. Raymond Horney. (SEAL)
United States Fidelity and Guaranty Company,
By William R. Horney.
Its attorney in fact.

Attest: Hilda T. Seward.

Seal's Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed June 17th. 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. 35. 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 17th. day of June, in the year 1929.

B. Hackett Turner

Seal's Place.

Clerk.

REPORT OF SALE.
Filed May 27th., 1930.

CHARLES W. NICKERSON, ET AL.,
vs.
MARY E. ROBBINS, ET AL.



In the Circuit Court for Queen Anne's County in Equity.
Cause No. 2770.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of W. Raymond Horney, Trustee appointed by the decree in the above entitled cause, on the 7th day of May, 1929, to make sale of certain real estate therein mentioned and described, to your Honors, respectfully shows:

1. That after giving bond with security for the faithful discharge of the trust reposed in him by said decree and after giving notice of the time, place, manner and terms of sale by advertisement inserted in The Centreville Observer, a newspaper printed and published in Queen Anne's County, State of Maryland, he did, pursuant to said notice of advertisement, attend on the premises, in the village of Sandtown, Queen Anne's County, Maryland, commencing at 2 o'clock P. M., on Saturday, the 22nd day of June, 1929, and did then and there offer at public sale to the highest bidder the real estate described in said advertisement of sale, to wit: FIRST: All that lot or parcel of land situate, lying and being in the village of Sandtown, in the Seventh Election District of Queen Anne's County aforesaid, adjoining the property of (or formerly of) Caleb Clow, James E. Walters and Thomas J. Britton; SECOND: All that lot or parcel of land situate, lying and being in the said village of Sandtown, in the said Seventh Election District of Queen Anne's County aforesaid, on the west side of the public road leading from Millington to Sudlersville, adjoining the lands of (or formerly of) Benjamin T. Biggs and others, separately and then as a whole, upon the terms set forth in said decree and in said advertisement, and not receiving an adequate bid therefor withdrew the same. Since the date of said offer at public sale your Trustee has made repeated efforts to sell the same at private sale and on the 20th day of May, 1930, sold the same, at private sale, to Grover C. Robbins, of Queen Anne's County aforesaid, at and for the sum of Five Hundred Dollars (\$500.00) for both parcels. And your Trustee further reports that the said purchaser, Grover C. Robbins, has paid to your Trustee the sum of Fifty Dollars (\$50.00) in cash, and has agreed to make settlement for the balance of said purchase money upon the final ratification of said sale by this Court..

2. That at the time of making said sale, your Trustee agreed to give possession immediately; that the purchaser would be required to pay the State and County taxes for the year 1930; and that all title papers would be at the expense of the purchaser.

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3. A certificate of the publication of the said advertisement in The Centreville Observer, a newspaper printed and published as aforesaid in Queen Anne's County aforesaid, is filed herewith and is marked "Exhibit No. A".

Respectfully submitted,

W. Raymond Horney
Trustee.

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

I HEREBY CERTIFY that on this 27th day of May, in the year nineteen hundred and thirty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared W. Raymond Horney, Trustee, and made oath in due form of law that the matters and things stated in the afore going REPORT OF SALE are true as therein set forth to the best of his knowledge and belief, and that the sale therein reported was fairly made.

B. Hackett Turner
Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed May 27th., 1930.

TRUSTEE'S SALE OF A VALUABLE DWELLING AND LOT.
in Sandtown.

The undersigned Trustee by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed the 7th day of May, 1929, in the case of "Charles W. Nickerson, et al, vs. Mary E. Robbins, et al.", will sell at public sale to the highest bidder on the premises, in the village of Sandtown, Queen Anne's County, Maryland, on Saturday, June 22, 1929, commencing at 2 o'clock p. m., the following described real estate, to wit:

FIRST-All that lot or parcel of land situate, lying and being in the village of Sandtown, in the Seventh Election District of Queen Anne's County, State of Maryland, adjoining the property of (or formerly of) Caleb Clow, James E. Walters and Thomas J. Britton;

SECOND-All that lot or parcel of land situate, lying and being in the said village of Sandtown, in the said Seventh Election District of Queen Anne's County aforesaid, on the west side of the public road leading from Millington to Sudlersville, adjoining the land of (or formerly of) Benjamin T. Biggs and others.

TERMS OF SALE- As prescribed by decree: The sum of \$300.00 in cash on the day of sale, and 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 portions to bear interest and to be secured to the satisfaction of the Trustee. Further particulars will be made known on the day of sale.

W. RAYMOND HORNEY,
Trustee.

Harper & Horney, Attorneys;
Louis Pluggee, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md. May 27th, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale in the case of "Charles W. Nickerson, et al. vs. Mary E. Robbins, 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, the first publication having been made on the 25th day of May, 1929, more than three weeks before the 22nd day of June in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

"EXHIBIT A".

Filed May 27th., 1930.

131368

NISI

Charles W. Nickerson et al.
vs.
Mary E. Robbins, et al.

In the Circuit Court
For Queen Anne's County
In Equity
Chancery No. 2770.

ORDERED, This 27th day of May A. D., 1930, that the sale of the real estate made and reported in this cause by W. Raymond Horney, Trustee, 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 \$500.00.

B. Hackett Turner Clerk.

Filed May 27th, 1930.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed July 30th, 1930.

NISI

CHARLES W. NICKERSON et al.
vs.
MARY E. ROBBINS, et al.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY. CHANCERY NO. 2770.

ORDERED, This 27th day of May A. D. 1930, that the sale of the real estate made and reported in this cause by W. Raymond Horney, Trustee, 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 Annes County, Maryland, once in each of four successive weeks before the 30th day June next.

The Report states the amount of sale to be \$500.00.

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed-May 27th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., July 30th, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of "Charles W. Nickerson, et al. vs. May E. Robbins, 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, the first publication having been made on the 30th day of May, 1930, more than four weeks before the 30th day of July in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed July 30th, 1930.

ORDER OF COURT RATIFYING REPORT OF SALE
Filed Aug. 2nd, 1930.

CHARLES W. NICKERSON, ET AL.,
vs.
MARY E. ROBBINS, ET AL.

(
(
(
(
(
(

In the Circuit Court for
Queen Anne's County
in Equity.
Cause No. 2770.

ORDERED, this 2nd day of August, in the year nineteen hundred and thirty, 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 W. Raymond Horney, Trustee, 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 27th day of May, 1930; and the said W. Raymond Horney, Trustee as aforesaid, is allowed the usual commissions allowed by this Court upon sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

LEWIN W. WICKES.

CERTIFICATE OF CLERK

I, B. HACKETT TURNER, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that no exceptions have been filed to the sale of the real estate made and reported in the foregoing Report of Sale.

B. HACKETT TURNER

Clerk

Date:- July 31st, 1930.

CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS.
Filed June 23rd, 1931.

NOTICE TO CREDITORS.

Ordered, this 7th day of May, 1929, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the creditors of WILLIAM ROBBINS deceased, file their claims, properly authenticated, with the Clerk of this Court, on or before the 15th day of August, 1929, or be excluded from participation in the distribution of the proceeds of the sale of the real estate decreed to be sold in this cause; provided a copy of this order be inserted in a newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the 15th day of June, 1929.

Filed May 7th, 1929.

THOMAS J. KEATING.

True Copy-Test:

B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER

Centreville, Md. June 19, 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Notice to Creditors in the case of William Robbins, Deceased a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 11th day of May, 1929, being more than three months before the 15th day of August 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Filed June 23rd, 1931.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed June 23, 1931.

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

Charles W. Nickerson, et al.,
versus

Mary E. Robbins, et al., . . .

Cause No. 2770.

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 examination of the proceedings of this cause that William Robbins, late of said county, died in the year 1928 intestate; that he did not leave personal property sufficient to pay his debts; that each of his creditors received out of his personal estate .1818 per cent. of his claim; that he left the real estate described in this cause; that these proceedings have been had for the sale of said real estate for the payment of claims of the creditors remaining unsatisfied out of the personal estate; that the proceeds of the sale of this cause amounts to more than enough to pay the costs of the cause and the balance due the creditors on their debts; that he left a widow who is entitled as one of his heirs at law to one-half of the sales remaining after the pay-

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ment of the costs and said debts; that his other heirs consist of four brothers who are entitled to the other half of the sales remaining after the payment of the costs and said debts; that the half last mentioned, passing to persons related to William Robbins collaterally is subject to the collateral inheritance tax under the law of the state of Maryland.

That in the within account the auditor has charged W. Raymond Horney with the gross amount of the sale made by him as the trustee of this cause and then thereout allowed as follows:

Unto said trustee his commissions for making the sale, per rule of court; the court costs of the cause; the costs of his bond; the charges of the auctioneer; the costs of advertising the sale, the court's notice to creditors and the several orders nisi of the cause; the taxes on the real estate sold for the year 1929 paid by him; the cost of recording an old mortgage release to clear the title of land sold and the fee of the auditor.

That the Court's notice to creditors was duly given by advertisement as will appear from a certified copy of the same filed in the cause, that pursuant to this notice only four claims have been filed for participation in the proceeds of the sale of the cause and the names of the creditors holding these claims are set forth in the within account; that in the within account each creditor is allowed the amount of his claim so filed with interest thereon from the date of the passage of the administration account of the personal estate of William Robbins to the day of sale of this cause; that the allowance of these claims leaves \$142.59 for distribution among the heirs of William Robbins and distribution of this balance is made in the within account, the widow of William Robbins receiving one-half of said sum; out of the other half of said sum the trustee of the cause is allowed five per cent. thereof to be paid to the State of Maryland as the collateral inheritance tax due by the brothers of William Robbins, his remaining heirs to whom is distributed in equal parts said other half less the amount of the tax.

Which is respectfully submitted.

MADISON BROWN

June 19, 1931.

Auditor.

Cause No. 2770.

The proceeds of the sale of the real estate of William Robbins, deceased, in account with William R. Horney the trustee appointed by the decree passed in this cause to sell said real estate for the payment of the debts of the said William Robbins.

1929,
June

CR.

22. By gross amount of the sale of this cause, per the report of sale filed May 27, 1930, to wit: sum of \$500.00

DR.

" " To W. Raymond Horney, the trustee, for his commissions for making the sale, per rule of court, to wit: sum of \$ 35.00

To do., for the court costs of this cause, per Bill of costs of the Clerk as follows:
 Appearance fee of plaintiffs' attorney \$10.00
 Costs of B. H. Turner, Clerk 31.75
 Costs of W. T. Bishop, late Register-Wills 4.50 . . 46.25

To do., for the costs of his corporate bond filed in this cause, paid corporate surety thereon for two years @ \$5.00 per year, per accounts for same receipted, exhibited, appear, to wit: the sum of 10.00

To do., for the charges of Louis Plugge, auctioneer, for crying the sale, to wit: the sum of 5.00

To do., for the costs of advertising in the Centreville Observer court's notice to creditors to file their claims, notice of the sale and order nisi on the sale, per account for same with a receipt thereon exhibited, appears, to wit: the sum of 41.50

To do., for the amount paid by him to F. C. Stevens, treasurer, for the state and county taxes on land sold for year 1929 as per a tax account receipted exhibited appears, to wit: the sum of 22.76

To do., for the amount paid by him to B. H. Turner, Clerk, for recording release of old unreleased mortgage against land sold, per account for same receipted, appears, sum of 1.50

To Madison Brown, auditor, for stating this account, sum of 9.00

\$171.01

Cause No. 2771.

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

Madison B. Bordley,
Assignee

VS

William John Connolly
and Lillian M. Connolly,
his wife, mortgagors.

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 William John Connolly and Lillian M. Connolly, his wife to Ella F. Bordley, dated December 30th, 1916 and recorded in Liber W. F. W. No. 10 folio 21 &c. a land record book for Queen Anne's County, with the mesne assignments thereon and enter my appearance for Madison B. Bordley, Assignee.

Edwin H. Brown, Jr.

April 22, 1929.

CERTIFIED COPY OF MORTGAGE.
Filed April 24th, 1929.

#5739. QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the thirtieth day of December, in the year nineteen hundred and sixteen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this thirtieth day of December, in the year nineteen hundred and sixteen, by William John Connolly and Lillian M. Connolly, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said William John Connolly is justly indebted unto Ella F. Bordley, of the County and State aforesaid, in the full sum of forty five hundred dollars (\$4,500.00) which he borrowed and applied to the payment of the balance of the purchase money for the real estate hereinafter described.

AND WHEREAS, the said William John Connolly has agreed and does hereby agree to repay unto the said Ella F. Bordley the said sum of forty five hundred dollars (\$4,500.00) at the expiration of three years from the date hereof and to pay the interest thereon in the mean time semi annually from the date hereof.

AND WHEREAS, it is agreed that the said William John Connolly shall have the right and privilege of making partial payments on account of the principal debt hereby secured, prior to the maturity of this mortgage, provided said payments shall amount to not less than the sum of five Hundred dollars (\$500.00) nor more than the sum of One thousand dollars (\$1,000.00) and shall be made at the maturity of an interest payment period, after sixty days previous notice shall have been given of the amount to be paid.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the said sum of forty five hundred dollars (\$4500.00) the receipt of which is hereby acknowledged, the said William John Connolly and the said Lillian M. Connolly, his wife, do hereby grant and convey unto the said Ella F. Bordley, her heirs and assigns, in fee simple, the following real estate, to wit:-

Parcel No. 1. All that tract of land or farm situate in the third election district of Queen Anne's County, Maryland, at what is known as Clannahan's Shops on the west side of the public road from Centreville to Church Hill, generally known as the Elizabeth Price farm or the Williamson farm; being a part of the tract formerly known as Upper Heathworth, adjoining the lands of the estate of Edward F. Green, the lands of William T. Shawn, the lands of Joshai Rhodes and the lands of others, containing one hundred and seventeen acres, two roods and 37 perches of land, more or less, excepting however therefrom the graveyard thereon as at present laid out, consisting of $\frac{1}{2}$ acre of land.

Parcel No. 2. All that lot of land on the left side of the aforesaid public road from Church Hill to Centreville being a part of the Elizabeth Price farm which adjoins and is now incorporated with the farm hereinabove described as Parcel No. 1, situate as aforesaid in the Third Election District of Queen Anne's County, Maryland; being the same and all the land conveyed by John P. Williamson and Anna M. Williamson, his wife, to William John Connolly, by deed dated the thirtieth day of December, in the year nineteen hundred and sixteen, and intended to be recorded immediately preceding this mortgage among the land records for Queen Anne's County.

TOGETHER with all rights, roads, ways, waters, privileges and advantages, there-to 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 prop-erty under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said William John Connolly, his heirs, executors, admin-istrators or assigns shall well and truly pay to the said Ella F. Bordley, her executors, administrators or assigns the aforesaid sum of Four thousand five hundred dollars and all interest to accrue thereon, when and as the same shall become due and payable and the interest to accrue thereon, as above set forth, and shall perform all the covenants, con-ditions and agreements herein on his their part to be perform, then this mortgage shall be void; and until default be made in the premises the said William John Connolly, his heirs and assigns shall possess said property.

AND the said William John Connolly, for himself, his heirs, executors, adminis-trators and assigns hereby covenant to pay, as they severally fall due, the debt and in-terest 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 in-terest, 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 there-of in some Company or Companies approved by the said Ella F. Bordley, her executors, administrators or assigns, and to have the said policy or policies so framed or endors-ed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, her executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condi-tion or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder secured hereby shall be due and demandable and the said Ella F. Bordley, her executors, administrators or assigns, or Madison B. Bordley their hereby duly constituted Attorney for the purpose, are hereby authorized and em-powered 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 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 Coun-ty, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to William John Connolly, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condi-tion 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 Ella F. Bordley, her executors, administrators, successors or as-signs, 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 un-der decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said William John Connolly for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hands and seals of the said Mortgagors, this thirtieth day of December, in the year nineteen hundred and sixteen.

William J. Connolly (SEAL)

Test: Robt. Coursey.

Lillian M. Connolly (SEAL)

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

I hereby certify that on this thirtieth day of December, in the year nineteen hundred and sixteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William John Connolly and Lillian M. Connolly, his wife, and did each acknowledge the foregoing mortgage to be their respective act.

At the same time before me, also personally appeared Madison B. Bordley, agent for the mortgagee, Ella F. Bordley, and made oath in due form of law that the consideration state d in the foregoing mortgage is true and bona fide as therein set forth.

And at the same time before me, the said Madison B. Bordley also further made oath in due form of law that he is the duly authorized agent of the said mortgagee, Ella F. Bordley, to make the oath as to the consideration stated in the foregoing mort-gage.

Robt. Coursey.
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the fourth day of October, in the year 1919, the following Assignment was brought, to be recorded, to wit:-

October fourth nineteen hundred & nineteen For value received we hereby assign and transfer to James Bordley, Jr. the foregoing and within mortgage.
As witness our hands & seals the day and year above written.

Madison B. Bordley, (SEAL)
James Bordley, Jr. (SEAL)
M. W. Bordley (SEAL)
Administrators of
E. F. Bordley.

Test: Chas. Q. Snyder..

Queen Anne's County, to wit: Be it remembered that on the 23rd. day of April, 1929, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby assign and transfer unto Madison B. Bordley the within and foregoing mortgage for the purpose of collection.
In testimony whereof I have this 18th. day of April, in the year nineteen hundred and twenty-nine subscribed my name hereto and affixed my seal.

Witness: M. R. Everist. James Bordley, Jr. (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. 10, fol. 21 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 24th. day of April, in the year 1929.

Seal's
Place.

B. Hackett Turner. Clerk.

CERTIFIED COPY OF BOND.
Filed May 2nd., 1929.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the second day of May, 1929, 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 six thousand dollars (6,000) 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 29th. day of April, in the year nineteen hundred and twenty nine.

WHEREAS, the above bounden Madison B. Bordley, by virtue of the power of sale contained in a mortgage from William John Connolly and Lillian M. Connolly, his wife, to Ella F. Bordley dated December 30th, 1916, and recorded in Liber W. F. W. No. 10 folio 21 wtc. 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. Bodley, being assignee for collection of the mortgage debt.

NOW THEREFOR, 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 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.

Madison B. Bordley. (SEAL)
Fidelity and Deposit
Company of Maryland. Seal's
Place

Test: Verns Mears
G. Gillis

By: E. V. Shockley
Attorney in Fact.

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And on the back of the foregoing Bond was this endorsed, to wit:-
Security approved and Bond filed May 2nd. 1929.

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 B. H. T. No. 1, fol. 17 a Bond record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and
affix the seal of the Circuit Court for Queen Anne's
County, this 2nd. day of May, in the year 1929.

Seal's
Place.

B. Hackett Turner. Clerk.

REPORT OF SALE.
Filed May 21st., 1929.

Madison B. Bordley,
Assignee,

VS

William John
Connolly and
Lillian M. Connolly,
his wife.

In the Circuit Court

for

Queen Anne's County,

In Equity,

Cause No. 2771.

To the Honorable, The Judges of Said Court:

The Report of Sale of Madison B. Bordley, Assignee, respectfully sets
forth:-

First, That default having occurred in the mortgage from William John Connolly and Lillian M. Connolly, his wife to Ella F. Bordley dated the thirtieth day of December, 1916 and recorded in Liber W. F. W. No. 10 folios 21 &c. a land record book for Queen Anne's County, which said mortgage, after mesne assignments was assigned unto Madison B. Bordley, (a certified copy of said mortgage being filed in this cause and is prayed to be taken as a 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, May 21st, 1929 at one-thirty o'clock P. M. and then and there proceeded to sell said mortgage real estate as follows, to wit:

All that tract of land or farm situated in the Third Election District of Queen Anne's County, Maryland, at what is known as "Clannahan Shops" on the West side of the public road leading from Centreville to Church Hill generally known as "The Williamson Farm" and containing one hundred and seventeen acres, two roods and thirty seven perches of land, more or less and being the same property more fully described in the aforesaid mortgage, and sold same to James Bordley, Jr. at and for the sum of \$ 37.50 per acre, making in the aggregate \$ 4,414.92, he being then and there the highest bidder therefor.

The property was sold on the terms set forth in the advertisement filed herewith and with the additional terms that the purchaser was to get the growing wheat crop with the right to enter on said farm to harvest same and to prepare for spring planting and was to get possession of the property upon the ratification of this sale by the Court and full compliance by the purchaser with the terms of sale set forth in said advertisement.

The purchaser being the mortgagee and as the purchase price was less than the mortgage indebtedness he agreed to pay the costs incident to said sale upon the ratification of said sale by the Court; there is filed herewith a certified copy of the advertisement and is prayed to be taken as a part of this Report.

Respectfully submitted,

Madison B. Bordley
Assignee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this twenty first day of May in the year nineteen hundred 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 Madison B. Bordley, 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.

Notary
Public
Seal.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

Lida Hopkins
Notary Public.

CERTIFICATE OF PUBLICATION
OF SALE,
Filed May 21st., 1929.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE
In Queen Anne's County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from William John Connolly and Lillian M. Connolly to Ella F. Bordley, said mortgage, after mesne assignments, having been assigned to Madison B. Bordley, said mortgage being dated the 30th day of December in the year 1916 and recorded in Liber W. F. W. No. 10 folio 21 &c., one of the land record books of Queen Anne's County, default having occurred in the terms of said mortgage, 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, May 21st, 1929, commencing at the hour of 1:30 o'clock P. M., All that tract of land or farm situated in the Third Election District of Queen Anne's County, Maryland, at what is known as "Clannahan Shops" on the West side of the public road leading from Centreville to Church Hill generally known as "The Williamson Farm" and containing 117 acres, 2 rods and 37 perches of land more or less and being the same property more fully described in the aforesaid mortgage.

Improvements consist of a Frame Dwelling, stable, and other necessary out-buildings, all in good repair.

This property is on the main State Highway leading from Church Hill to Centreville, about three miles from Centreville with telephone and electric lines running in front of the farm and within a few miles of good schools, churches and shipping points.

The farm is in good state of cultivation, under good fencing and will make an excellent home or a good investment.

TERMS OF SALE-One third of the purchase money will be required in cash and the balance in two equal installments, payable respectively in six and twelve months 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. Further particulars will be made known on day of sale.

MADISON B. BORDLEY,
Assignee.

EDWIN H. BROWN, JR.
Attorney for Assignee.

J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD

Centreville, Md., May 20th, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale of Valuable real estate in the case of Madison B. Bordley, Assignee vs. William John Connolly and Lillian M. Connolly, his wife, Chy # 2771, 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 before the 21st day of May in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

131368

N I S I.

Madison B. Bordley
Assignee

VS.

William John Connolly and
Lillian M. Connolly, his wife.

In the Circuit Court
For Queen Anne's County
In Equity

Chancery No. 2771.

ORDERED, This 21st day of May A. D., 1929, 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 24th 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 24th day of June next.

The Report states the amount of sales to be \$4,414.92.

B. Hackett Turner, Clerk.

Filed May 21st., 1929.

CERTIFIED COPY OF
ORDER NISI.
Filed Nov. 4th., 1929.

ORDER NISI

Madison B. Bordley, Assignee

vs.

William John Connolly and Lillian M.
Connolly, his wife.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2771.

ORDERED, This 21st day of May A. D., 1929, 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 24th 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 24th day of June next.

The Report states the amount of sales to be \$4,414.92.

B. Hackett Turner, Clerk

True Copy

Test: B. Hackett Turner, Clerk;

Filed May 21st, 1929.

STATEMENT OF MORTGAGE DEBT.
Filed May 21st, 1929.

Madison B. Bordley,
Assignee.

VS

William John
Connolly and
Lillian M. Connolly,
his wife.

In the Circuit Court
for
Queen Anne's County,
In Equity,
Cause No. 2771.

STATEMENT OF MORTGAGE DEBT.

Amount of mortgage from William John Connolly and wife to Ella F. Bordley, assigned after various assignments to Madison B. Bordley

\$4500.00

Interest from December 31st, 1925 to May 21st, 1929

\$ 915.75
\$5415.75

Insurance on farm buildings guaranteed by Assignee of Mortgage, said insurance being by the terms of the mortgage required to be carried by the mortgagors

18.07

5% commission on mortgage debt and interest as provided by mortgage

270.79

TOTAL

\$5704.61

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this twenty first day of May in the year nineteen hundred 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 Madison B. Bordley, Assignee and made oath in due form of law that the above statement of mortgage debt is true and just as therein set forth to the best of his knowledge and belief.

Notary
Public
Seal.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

Lida Hopkins
Notary Public.

ORDER OF COURT.
Filed Nov. 4th., 1929.

Madison B. Bordley,
Assignee,

VS

William John
Connolly and
Lillian M. Connolly,
his wife.

In the Circuit Court

for

Queen Anne's County,

In Equity

Cause No. 2771.

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 Madison B. Bordley, Assignee in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceeding Order Nisi. The said Assignee is allowed the commission as provided in the mortgage and all expenses not personal.

Thomas J. Keating

Filed Nov. 4th., 1929.

Petition for the appointment of a Trustee to convey
Madison B. Bordley, Assignee
vs
William John Connolly and
Lillian M. Connolly, his wife
 In the Circuit Court
 for
 Queen Anne's County, In Equity.

To the Honorable, the Judges of said Court:
 The Petition of James Bordley, Jr., respectfully shows unto your Honors:
 1- That he was the owner of the Mortgage foreclosed in these proceedings by Madison B. Bordley, Assignee, which said Mortgage had been assigned by your Petitioner to said Madison B. Bordley, for the purpose of foreclosure and collection
 2- That, as will appear by reference to the proceedings in this cause, your Petitioner became the purchaser of the mortgaged premises at the foreclosure sale.
 3- That said sale has been duly reported to this Honorable Court and was by this Honorable Court finally ratified and confirmed by its Order passed on the fourth day of November, 1929. 4- That your Petitioner has paid all of the costs of foreclosure, vouchers for said costs having been filed with the Auditor.
 5- That Madison B. Bordley, the Assignee and Vendor, has departed this life without

431368

having made a conveyance of the mortgaged premises, so as aforesaid purchased by your Petitioner unto your Petitioner who is in law duly entitled to a conveyance thereof.
6 That it will be necessary to have someone appointed as Trustee by this Honorable Court to take make conveyance unto your Petitioner and your Petitioner respectfully suggests the appointment of Madison B. Bordley, Jr. in that capacity. Wherefore your Petitioner prays your Honors to pass an Order appointing Madison B. Bordley, Jr. Trustee to convey the real estate described in these proceedings unto your Petitioner and authorizing and directing him to execute a Deed unto your Petitioner for said property.

Respectfully submitted,

James Bordley, Jr. Purchaser

State of Maryland, Baltimore City, to wit:

This is to certify that on this day of 1938, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared James Bordley, Jr. 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.

In Testimony Whereof I hereunto set my hand and notarial seal office the day and year herein last above written.

Chas. E. Kelly Day
Notary Public

Filed June 20th 1938

Order of Court

Upon the foregoing Petition of James Bordley, Jr. et al., by the Circuit Court for Queen Anne's County, in Equity, this twenty eighth day of June 1938, ordered that Madison B. Bordley, Jr. be and he is hereby appointed Trustee without Bond to convey the real estate mentioned and described in these proceedings unto James Bordley, Jr. the purchaser and he is hereby authorized and directed to execute and deliver unto the said James Bordley, Jr. a Deed in the usual form conveying said real estate unto him upon the Trustees being satisfied of the payment or satisfaction of the purchase money &c &c.

Filed June 25th 1938

Thos. Keating

Auditors Report and Account filed August 13th 1938

Madison B. Bordley, assigned

vs
William John Connolly
Lillian M. Connolly, his wife

In the Circuit Court
for
Queen Anne's County, in Equity
Cause No 2771.

To the Honorable, the Judges of said Court:

The report of Madison Brown, the Auditor, in reference to the attached account, respectfully sets forth: - These proceedings have been had for the sale of the mortgaged property for the collection of a mortgage debt, under the mortgage described in this cause and the property did not sell for enough to pay the cost of the case and the debt. The mortgage was assigned by the administrators of the mortgage unto James Bordley Junior, who assigned the mortgage for the purpose of collection unto Madison B. Bordley, who sold the mortgaged property under the mortgage unto James Bordley, Junior. Madison B. Bordley, in his report of sales filed herein stated "the purchaser being the mortgaged and as the purchase price was less than the mortgage indebtedness he agreed to pay the post incident to said sale and the ratification of said sale, I take this to mean that as the purchaser was the owner of the mortgage debt, having assigned the same solely for collection he was entitled to receive the net proceeds of the sale and therefore the vendor did require the purchaser to pay that part of the sale representing the net proceeds of sale for the same would be at once repayable to the purchaser. It therefore appears to me from the report of sale that the vendor recognized the right of the purchaser to have the net proceeds of the mortgage sale distributed unto him. The Auditor has stated the within account by first charging the vendor with the gross amount of the mortgage sale made by him per his report of sale and then has distributed the same in the following manner, to wit: Unto the vendor his commissions for making the sale per terms of the mortgage the cost of advertising the sale and the several orders nisi of the cause, the court cost of the cause, auctioneers charges for selling the sale and the cost of his bond. Unto the Auditor his fee for stating the account. Unto James Bordley, Junior, who assigned the mortgage unto the vendor in trust, the balance as the net proceeds of the mortgage sale (for the reasons above stated.) The Auditor also attaches herewith an account James Bordley, Junior, as holder of the mortgage and the mortgage showing the indebtedness due by the mortgage to James Bordley Junior, as of the sale but after application to the debt of the net proceeds of sale which is respectfully submitted.

August 13, 1938

Madison Brown, Auditor

Cause No. 2771

The proceeds of sale of the mortgaged real estate of William John Connolly, the party the mortgage described in the proceedings of this cause, in account with Madison B. Bordley, assignee of said mortgage and the vendor making thereunder sale of the mortgaged property.

1929
May

Cr.
21 By gross amount of the sale of said real estate, per report of sale filed, to wit: \$4,414.92

1929
May

Dr.
21 To Madison B. Bordley, the person making said sale, for his commissions for so doing, per terms of the mortgage the sum of \$221.60
To do., for the least costs of this cause as follows to wit:
Costs of the clerk of this Court paid per receipted account for same exhibited \$18.75
Appearance fee of Edwin H. Brown, Jr. plaintiff's attorney, per receipt for same exhibited, the sum of 10.00
To do., for costs of advertising sale \$28.75 28.25
and order nisi thereon in Centreville Record per receipted account for same exhibited, the sum of 52.21
To do., for costs of advertising the order nisi to be passed as to this report and account the sum of 3.50
To do., for costs of the bond filed by him herein paid the corporate surety thereon per receipt for same exhibited, sum of 18.00
To do., for the charges of his auctioneer for organizing the sale made, per receipted account for same exhibited, the sum of 25.00
To Madison Brown, Auditor, for stating this account the sum of 9.00
358.06
To balance (net sales) 4056.86
\$4,414.92

August 13, 1938

Madison Brown, Auditor.

Cause No. 2771

1929

May

Cr.
21 By balance or net sales brought forward, to wit: \$4,056.86

1929

May

Dr.
21 To James Bordley, junior, (first assignee) of the mortgage mentioned and the owner as such of the mortgage indebtedness due thereunder at the time of the sale, the said net proceeds of sale also mentioned, to wit: 4,056.86

Statement of Mortgage Debt

William John Connolly, mortgagor, making the mortgage hereinbefore described to Madison B. Bordley, assignee for collection of the mortgage, use of James Bordley, Jr. the real owner of the mortgage indebtedness due under said mortgage

1929

May

Dr.
21 To amount of the debt due by the said mortgage on this date, which is the day of the sale of this cause, per statement filed on this date, to wit: 5,704.61

Cr.
By net proceeds of sale distributed to James Bordley, Jr. by above account, the sum of 4,056.86

Dr.
To balance due by said mortgagor to said James Bordley, Jr. clearing interest from May 21, 1929, the sum of 1,647.75

August 13, 1938

Madison Brown, Auditor.

Filed August 13th 1938

131368

Madison B. Bordley, assigned
vs
William John Connolly and
Lillian M. Connolly, his wife
Mortgagors

Miss Ratification of Audit

In the Circuit Court
for
Queen Anne's County,
In Equity, Cause No 2771.

Ordered, this 15th day of August in the year nineteen hundred and thirty 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 9th day of September, 1938, provided a copy of this order be published once a week in each of two successive weeks before the 20th day of September, 1938, in some news paper printed and published in Queen Anne's County.

True copy
Test:

William A. Carter, Clerk.

Filed August 15th 1938

William A. Carter, Clerk.

Miss Ratification of Audit
Madison B. Bordley, assigned,
vs
William John Connolly and
Lillian M. Connolly, his wife
Mortgagors

Certificate of Publication of Miss Ratification of Audit

In the Circuit Court
for
Queen Anne's County,
In Equity
Case No 2771.

Ordered, this 15th day of August in the year nineteen hundred and thirty 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 9th day of September, 1938, provided a copy of this order be published once a week in each of two successive weeks before the 20th day of September, 1938, in some newspaper printed and published in Queen Anne's County.

True copy
Test:

William A. Carter, Clerk.

William A. Carter, Clerk.

Queen Anne's Record - Observer

Centreville, Md. January 14th 1939

The Queen Anne's Record and Observer Publishing Co. hereby certifies that the Miss Ratification of Audit in the case of Madison B. Bordley, assignee vs William John Connolly and Lillian M. Connolly a true copy of which is hereto annexed, was inserted in the Queen Anne's Record - Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 15th day of Aug 1938, being more than two weeks before the 20th day of September 1938.

The Queen Anne's Record and Observer Publishing Co.

By Bartha G. Durney

Whereupon, on the 19th day of January in the year 1939 the Court passed the following Order ratifying the Audit, to wit:

Ordered this 19th day of January 1939 by the Circuit Court for Queen Anne's County in Equity, that the aforesaid Report and Account filed in these proceedings by Madison Brown 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 required by the preceding Order thereto, 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 January 19th 1939

Thomas J. Keating

Cause No. 2798.

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

Harrison W. Vickers, Attorney and Assignee	:	In the Circuit Court for Queen Anne's County.
	:	
Vs.	:	In Equity.
	:	
David H. Tatman	:	

B. HACKETT TURNER, Clerk:

Please docket the above entitled case, make certified copy of Mortgage, file Bond and enter my appearance for Complainant.

Harrison W. Vickers
Attorney and Assignee.

CERTIFIED COPY OF BOND.
Filed December 27th., 1930.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the 27th day of December, in the year 1929, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Harrison W. Vickers, of Kent County, State of Maryland, as principal, and the Fidelity and Deposit Company, a corporation 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 Three thousand dollars, to be paid 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 21st. day of December, in the year one thousand nine hundred and twenty nine.

WHEREAS, the above bounden Harrison W. Vickers, as assignee of Mortgage given by David H. Tatman, Bachelor, to the Third National Bank of Chestertown, Md. dated August 7th. 1928, recorded in Liber B. H. T. No. 8, folio 305 etc. on the land records of Queen Anne's County Maryland, which said mortgage was assigned to the said Harrison W. Vickers, on December 21st. 1929 for the purpose of collection, has instituted foreclosure proceedings, default having been made in payment of principal and interest under said mortgage.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Harrison W. Vickers, Assignee 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 nody 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 pres-
ence of

Edna D. Baxter.

Seal's
Place.

Harrison W. Vickers. (SEAL)
Fidelity and Deposit Com-
pany of Maryland. (SEAL)
By Geo. W. French. (SEAL)
Attorney-in-fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed December 27th. 1929.

B. Hackett Turner, Clerk.

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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 B. H. T. No. 1, fol. 54. a Bond record book for Queen Anne's County.

In testimony where of I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 27th. day of December, in the year 1929.

Seal's Place.

B. Hackett Turner Clerk.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENT. Filed December 23rd., 1930.

..... #13,157. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 8th. day of August, in the year nineteen hundred and twenty eight, the following Mortgage was brought to be recorded, to wit:

T H I S M O R T G A G E, made this 7th. day of August, in the year nineteen hundred and twenty-eight, by and between David H. Tatman, Bachelor, of Queen Anne's County, State of Maryland, Mortgagor, of the one part; and THE THIRD NATIONAL BANK of Chestertown, Maryland, a corporation, Mortgagee, of the other part.

WHEREAS, the said Mortgagor is justly indebted unto said Mortgagee, in the full sum of Thirty Five Hundred (\$3500.00) Dollars (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 the said Mortgagee his promissory note bearing even date herewith; for said sum of Thirty Five Hundred dollars payable to the said The Third National Bank of Chestertown, Maryland, or order five months after date at the banking house of the said, The Third National Bank of Chestertown, Maryland, and which note provides for the payment of five per cent. commission for collection, if not paid when due.

AND WHEREAS, this Mortgage is made to secure the payment of said debt and the interest thereon, in the manner and at the time limited in aforesaid promissory note or any renewals thereof as hereinafter stipulated, and all public taxes which may be levied or assessed thereon, and and the performance of all the covenants herein-after 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 David H. Tatman does grant unto The Third National Bank of Chestertown, Maryland, aforesaid, or its successors or assigns in fee simple, all that farm, piece or parcel of land known as "Partnership" situate, lying and being in the Second and Third Election District of Queen Anne's County on the left side of the public road leading from Brown's Corner to the Brick School House, adjoining the land of Josiah Rhodes, the land of John G. Anthony and others, containing one hundred and thirty three acres of land, more or less.

This is the same land which was devised by David Hurlock, deceased, unto D. Thomas Hurlock in trust for Arianna B. Tatman during her life time and then to Benson Tatman, Mary Tatman and David Tatman, in fee simple, as tenants in common by will recorded in Liber R. W. T. No. 1, folio 41, one of the Will Record Books for Queen Anne's County.

On June 23, 1915, T. Benson Tatman conveyed an undivided one-third interest to David H. Tatman, deed being recorded in Liber W. F. W. No. 7, folio 314.

One June 23, 1922 Mary A. Mullikin (nee Tatman) and W. Owen Mullikin, her husband, conveyed and undivided one-third interest to David H. Tatman, deed being recorded in Liber J. F. R. No. 9, folio 109.

The said David H. Tatman, Mortgagor, hereby agrees with the said Mortgagee and its assigns that he will not cut, remove or other wise dispose of any of the timber on said property without first getting consent of the said Mortgagee, its successors or assigns.

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

TO HAVE AND TO HOLD, the aforesaid farm, piece or parcel of ground and premises unto and to the proper use and benefit of The Third National Bank of Chestertown, Maryland, aforesaid, its successors and assigns forever.

Provided, that if the said David H. Tatman, his heirs, executors, administrators or assigns, shall pay or cause to be paid said promissory note at maturity thereof, or any renewal or renewals thereof, either in whole or in part, as the said, The Third National Bank of Chestertown, Maryland, its successors or assigns may agree from time to time to renew said loan or any part thereof; and any interest

that may accrue on said note, or on any of said renewal notes; and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND it is agreed that until default be made in the premises, the said David H. Tatman 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, and on the mortgage debt and interest hereby intended to be secured, which insurance premiums, taxes, assessments, public dues, charges, mortgage debt and interest, as evidenced by said promissory note or any of said renewals, the said David H. Tatman, for himself and for his heirs, executors, administrators or assigns, does hereby covenant to pay when legally demandable.

But if default be made in payment of said notes, or the interest to accrue thereon, 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 shall be deemed due and demandable; and these presents are declared to be made in trust, and The Third National Bank of Chestertown, Maryland, aforesaid, its successors and assigns, or HARRISON W. VICKERS, their Attorney or Agent, are hereby authorized and empowered at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which sale may be at public Auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including an attorney's fee of thirty dollars and a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a Decree of a Court having Equity jurisdiction in the State of Maryland, including the expenses of furnishing the required bond; secondly, to the payment of all claims of the said Mortgagee or its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, David H. Tatman, his personal representatives or assigns, or to whoever may be entitled to the same. But in case said mortgage debt, interest and cost are paid after default (and also, after filing the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by anyone entitled to pay the same, or said sale is withdrawn at the request of said Mortgagor or either of them, then the said David H. Tatman, Mortgagor, for himself and for his heirs, personal representatives or assigns, does 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 hereinbefore granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sale of property by virtue of a Decree of a Court having Equity jurisdiction in the State of Maryland, together with all costs and expenses incurred, including an attorney's fee and expenses of furnishing the required bond.

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

AND the said David H. Tatman, for himself and for his heirs, executors, administrators and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured the improvements on the hereby mortgaged land to amount of at least Thirty Five Hundred (\$3500.00) Dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of its, or their lien or claim hereunder.

AND the said Mortgagor, for himself and for his heirs, executors, administrators and assigns does further covenant to pay unto the said Mortgagee, its successors or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said Mortgagee, its successors 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 said Mortgagor.

TEST: Lula L. Massey.

David H. Tatman (SEAL)

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

I HEREBY CERTIFY, that on this 7th. day of August, in the year one thousand nine hundred and twenty-eight, before the subscriber, a Notary Public on the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared David H. Tatman, Bachelor, the within named mortgagor and acknowledged the foregoing Mortgage to be his act.

As witness my hand and Notarial Seal.

Notary
Public
Seal.

Lula L. Massey, N. P.

431368

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th. day of August, in the year one thousand and nine hundred and twenty-eight before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared W. B. Copper, President of the Third National Bank of Chestertown, Maryland, the within named mortgagee and made oath in due form of law, that the consideration set forth in foregoing Mortgage is true and bona fide, as herein set forth, and at the same time the said W. B. Copper, President, did also make oath that he is the duly authorized agent of the said Mortgagee to make this affidavit.

Notary
Public
Seal.

Raymond R. Wilkins
Notary Public.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 23rd. day of December, in the year 1929, the following Assignment was filed for record, to wit:

December 21, 1929.

The Third National Bank hereby assigns the within Mortgage to Harrison W. Vickers, Attorney for the purpose of foreclosure and collection.

Third National Bank,

TEST: W. Robt. Huey
Cashier.

Seal's
Place.

BY: Wm. B. Copper
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. #8, folios 305 etc., a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of December, A. D. nineteen hundred and twenty nine.

Seal's
Place.

B. Hackett Turner.
C L E R K.

STATEMENT OF MORTGAGE INDEBTEDNESS.
Filed January 18th., 1930.

Harrison W. Vickers,
Attorney and Assignee

In the Circuit Court for Queen
Anne's County.

Vs.

David L. Tatman

David L. Tatman

To The Third National Bank, Dr.

To amount due under the Mortgage - - - - - \$2500.00

To amount of interest from July 8, 1929 - - - - - 66.95

TOTAL \$2566.95

Bank's
Seal.

THIRD NATIONAL BANK OF CHESTERTOWN, MD.

By W. B. Copper
President

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this _____ day of January, in the year 1930 before me, the subscriber, a Notary Public of the State of Maryland Kent County aforesaid personally appeared W. B. Copper, President of The Third National Bank 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 and that he is the duly authorized Agent to make this affidavit.

Notary
Public
Seal.

Raymond R. Wilkins
Notary Public.

REPORT OF SALE.
Filed January 25th., 1930.

Harrison W. Vickers, Attorney and Assignee	:	In the Circuit Court for Queen Annes County.
	:	
VS.	:	
	:	
David H. Tatman	:	In Chancery No. _____
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Report of Harrison W. Vickers, Attorney and Assignee of the Mortgage from David H. Tatman to the Third National Bank of Chestertown, Maryland dated the 7th day of August, 1928 and recorded among the Land Records for Queen Anne's County in Liber B. H. T. No. 8, Folio 305 etc., default having occurred in said Mortgage by reason of non-payment of same when due and non-payment of interest and taxes. The said Harrison W. Vickers being the Attorney named in said Mortgage and Assignee of same by virtue of assignment to him for the purpose of foreclosure and collection. The said Harrison W. Vickers, Attorney and Assignee of said Mortgage, in conformity with the authority and power of sale in said Mortgage contained and having given Bond with approved security for the faithful performance of his trust, and after giving notice of time, place, manner and terms of sale by advertisement in the Centreville Record Publishing Company, Centreville, Maryland for at least twenty (20) days before the day of the sale, your Attorney and Assignee, did pursuant to said notice, offer in front of the Court-house Door in Centreville, Maryland on Saturday, January 18th, 1930 between the hours of 2:00 P. M. and 2:30 P. M., the said Mortgage Real Estate at public sale and then and there sold the same to Alwyn M. Culp at and for the sum of Twenty-two hundred (\$2200) Dollars, he being the highest bidder, therefore and which property is situate, lying and being in the Second and Third Election Districts of Queen Anne's County on the left side of the public road leading from Brown's Corner to the Brick School House and adjoining the lands of Josiah Rhodes and the lands of John G. Anthony and others and containing 133 acres of land, more or less. For a more fuller description of same refer to the recorded Mortgage as stated above.

Your Attorney and Assignee further advises this Honorable Court that the said Alwyn M. Culp has paid to the undersigned the full purchase price and taxes on said farm and in addition has paid the full indebtedness due under the Mortgage to the Third National Bank as he was a Guarantor of the Mortgage to said Bank and further Your Attorney and Assignee advises that he deems the said sale to be fairly made and prays the usual order thereon.

Respectfully submitted,

Harrison W. Vickers
Attorney and Assignee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of January, in the year 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Harrison W. Vickers, Assignee and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale 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.

Enna D. Baxter
Notary Public.

Filed January 25th., 1930.

CERTIFICATE OF ADVERTISEMENT OF SALE.
Filed Jan. 25th., 1930.

ATTORNEY AND ASSIGNEE'S SALE OF
QUEEN ANNE'S COUNTY REAL
ESTATE

Under and by virtue of the power and authority contained in a mortgage from David H. Tatman to the Third National Bank of Chestertown, Maryland dated the 7th day of August, in the year 1928 and recorded among the Land Records for Queen Anne's County in Liber B. H. T. No. 8, folio 305, the undersigned being named as Attorney in said Mortgage which said Mortgage was in default and assigned on the 21st day of December in the year 1929 to Harrison W. Vickers for foreclosure and collection and as Attorney and Assignee will offer at Public Sale to the highest bidder in front of the Court House Door at Centreville, Maryland, on Saturday, Jan. 18, 1930, between the hours of 2 P. M. and 2:30 P. M.

ALL THAT FARM situate, lying and being in the Second & Third Election Districts of Queen Anne's County on the left side of the Public Road leading from Brown's Corner to the Brick School House and adjoining the lands of Josiah Rhodes, the land of John G. Anthony and others, containing 133 ACRES OF LAND more or less.

Improved by a FRAME DWELLING and necessary outbuildings all in fair repair. This farm is situated near Starkey's Corner on the State Boulevard and will make a very nice home and a good investment as the farm is conveniently located.

There is a wood tract on the farm. The farm will be sold subject to a certain Contract for the cutting of a limited amount of said timber.

TERS OF SALE-One third of the purchase money cash on day of sale and the balance in two equal installments payable in six months and one year with interest. All cash at the option of the Purchaser. All title papers at the cost of the Purchaser.

HARRISON W. VICKERS
Assignee and Attorney named in
said Mortgage.

A liberal amount can be secured by a proper Purchaser to remain on said Farm. Apply to Harrison W. Vickers;

THE CENTREVILLE RECORD

Centreville, Md., Jan. 18, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Attorney and Assignee's Sale in the case of Harrison W. Vickers, Assignee & Attorney named in mtg. vs. David H. Tatman, 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 before the 18 day of January in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins,

N I S I

Harrison W. Vickers,
Attorney and Assignee

VS.

David H. Tatman.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CHANCERY NO. 2798.

ORDERED, This 25th. day of January, A. D., 1930, that the sale of the real estate made and reported in this cause by Harrison W. Vickers, Attorney and Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first day of April. next; provided a copy of this order be inserted in some news-

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paper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the first day of March next.

The Report states the amount of sales to be \$2200.00.

B. Hackett Turner Clerk.

Filed Jany. 25th. 1930.

CERTIFICATE OF PUBLICATION OF
ORDER NISI.
Filed April 2nd. 1930.

ORDER NISI

Harrison W. Vickers, Attorney and
Assignee
vs.
David H. Tatman

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2798.

ORDERED, This 25th day of January A. D., 1930, that the sale of the real estate made and reported in this cause by Harrison W. Vickers, Attorney and Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first day of April next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the first day of March next.

The Report states the amount of sales to be \$2200.00.

B. Hackett Turner, Clerk.

True Copy
Test: B. Hackett Turner, Clerk.
Filed Jan. 25th, 1930.

THE CENTREVILLE RECORD

CENTREVILLE, MD., Apr. 2 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certified that the Order Nisi in the case of Harrison W. Vickers, Atty & Assignee vs. David H. Tatman, #2798 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 1st day of March in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

Filed April 2nd. 1930.

FINAL ORDER RATIFYING SALE.
Filed April 5th., 1930.

ORDER OF COURT.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 4th day of April 1930, that the sale made and reported by Harrison W. Vickers, Assignee, as aforesaid, be, and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said Cause, and the Attorney and Assignee is allowed the commissions provided for in said Mortgages and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

Lewin W. Wickes.

Filed April 5th., 1930.

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Cause No. 2804.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the sixteenth day of January, in the year nineteen hundred and thirty, 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.

John W. Seney and Mary R. Seney, his wife.

To B. H. Turner, Clerk:

Docket suit forthwith in accordance with the above titling on your Chancery Docket and file in the papers thereof a certificated copy of the mortgage and assignments thereof from John W. Seney and Mary Seney, his wife, to Lillian Henneman dated June 13, 1916, and recorded in Liber W. F. W. No. 9, a land record book of Queen Anne's County, on folio 61; also file in the papers of this cause the accompanying bond from Madison Brown to the State of Maryland prepared for the foreclosure of said mortgage under the power of sale therein contained.

Madison Brown,
attorney for plaintiff.

CERTIFIED COPY OF BOND.
Filed Jan. 16th., 1930.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixteenth day of January, in the year 1930, 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 The American Surety Company of New York, a corporation duly created by and existing under the laws of the State of New York with legal authority to become sole sureties on the bonds of trustees, 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 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 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 16th. day of January, in the year nineteen hundred and thirty.

WHEREAS John W. Seney and Mary Seney, his wife, by a mortgage dated June 13, 1916, and recorded in Liber W. F. W. No. 9, a land record book of Queen Anne's County, State of Maryland, on folio 61, made to secure the payment of four thousand dollars and said interest therein mentioned, did grant the land and property therein described unto Lillian Henneman, who, by an assignment dated January 7, 1930, did duly assign said mortgage unto the Church Hill Bank of Maryland.

WHEREAS the said Madison Brown is by the terms of said mortgage authorized and empowered to sell the mortgaged land and property in case of default occurring in any of the covenants of said mortgage, and

WHEREAS default has occurred in the covenants of said mortgage by reason of the non-payment of the principal mortgage debt therein described and now over-due by reason of the non-payment of the principal mortgage debt secured by said mortgage, by reason of the non-payment of the interest due on said mortgage debt under the covenants of said mortgage on June 13, 1929, and by reason of the non-payment of the state and county taxes levied on the mortgaged property for the year nineteen hundred and twenty nine, and due December 31, 1929, and

WHEREAS the said Madison Brown is about to sell the mortgaged property under the power of sale therein contained as aforesaid, because of default in the covenants of said mortgage as above set forth.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: that if the above bound Madison Brown shall well and truly abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property

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or the proceeds thereof, then this obligation shall be void, otherwise, same shall remain in full force and virtue in law.

Madison Brown (SEAL)

The American Surety Company of New York By Madison Brown. Its Attorney in fact.

Signed, sealed and delivered in the presence of: Nellie Brown.

Countersigned: J. Lemuel Roberts. Seal's Place.

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

Security approved and Bond filed January 16th. 1930. 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. 56 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 16th. day of January, in the year 1930.

Seal's Place.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENT. Filed January 16th., 1930.

..... #5383. QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the fifteenth day of June, 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 thirteenth day of June, in the year nineteen hundred and sixteen, by John W. Seney and Mary S. Seney, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said John W. Seney is justly indebted unto Lillian Hennaman, of said County, in the full sum of Four Thousand Dollars, (\$4,000.00), cash loaned and advanced by her to him on the date of this mortgage, it being agreed by and between the parties to this mortgage that One Thousand Dollars (\$1,000.00), of the sum so loaned as aforesaid shall be repaid unto the said Lillian Hennaman at the expiration of three years from the date of this mortgage, with interest on said sum of One Thousand Dollars from the date of this mortgage payable in the meantime semi-annually, and that the remainder of said sum so loaned, to wit: the sum of Three Thousand Dollars, (\$3,000.00) shall be repaid unto the said Lillian Hennaman at the expiration of five years from the date of this mortgage, with interest on said sum of Three Thousand Dollars from the date of this mortgage payable in the meantime semi-annually.

I T is further agreed by and between the parties to this mortgage that said John W. Seney shall have the right and privilege of paying off the entire mortgage indebtedness at the expiration of three years from the date of this mortgage; and

WHEREAS, it was a condition precedent to said loan that this mortgage shall be given to secure the sum so loaned as aforesaid and the interest to accrue thereon as aforesaid.

N O W T H I S M O R T G A G E W I T N E S S E T H: that in consideration of the premises and of the sum of one dollar the said John W. Seney and Mary S. Seney, his wife, do hereby grant and convey unto the said Lillian Hennaman, her heirs and assigns forever, in fee simple, all that part or tract of land called or known as "Sugar Loaf",

"The Sugar Loaf Farm", or by whatsoever 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 public road from Hayden or Ashland, (a station on the Queen Anne's and Kent Railroad), in said county, to Clark's Corner, in said county, and on the public road from Price, (a station on said railroad), in said county, past Clark's Corner aforesaid, to Roesville, in said county, and adjoining the lands of Joseph E. Wilson, J. S. Kimbles and others, and containing one hundred and fifty three acres of land, more or less; being the same farm or tract of land granted and conveyed unto the said John W. Seney by Mary S. Seney, by deed bearing even date with this mortgage and intended to be filed for record among the land record books of Queen Anne's County immediately preceding this mortgage.

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 John W. Seney, his heirs, executors, administrators or assigns, shall well and truly pay to the said Lillian Hennaman, her 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 on said sum of Four Thousand Dollars in accordance with the agreement above set forth, when and as said interest 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 John W. Seney, his heirs and assigns shall possess said property.

AND the said John W. Seney, 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 Lillian Hennaman, her executors, administrators or assigns and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver upon demand, to the mortgagee, her executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Lillian Hennaman, her executors, administrators or assigns, or MADISON BROWN, of Queen Anne's County, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed 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 John W. Seney, 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 Lillian Hennaman, her executors, administrators or assigns, or MADISON BROWN aforesaid, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of 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 W. Seney, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness their hand and seals.

Test: M. McK. Tilghman.

JOHN W. SENEY (SEAL)

MARY S. SENEY (SEAL)

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STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 13th. day of June, in the year nineteen hundred and sixteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John W. Seney and Mary S. Seney, 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 on this fifteenth day of June, in the year nineteen hundred and sixteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Madison Brown, the Agent of Lillian Hennaman, the within named Mortgagee, 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 he further made oath that he is the Agent of the said Lillian Hennaman and has been by her duly authorized to make this affidavit.

J. McK. TILGHMAN.

Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the 11th. day of January, in the year 1930, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby assign and transfer the within and foregoing mortgage unto the Church Hill Bank of Maryland, the amount due thereon at the time being the principal sum of \$4,000.00, with interest from June 13, 1929, all other interest having been paid down to the date last mentioned.

Witness my hand and seal this 7 th. day of January, 1930

Test: Hugh Dougherty.

Lillian Hennaman (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. #9, folios 61 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 Q. A's. Co. this 16th. day of January, 1930.

Seal's Place.

B. Hackett Turner. CLERK.

REPORT OF SALE. Filed February 12th., 1930.

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

Madison Brown, attorney named in mortgage, vs. John W. Seney and Mary R. Seney, his wife.

Cause No. 2804.

To the Honorable, the Judges of said Court:

The report of Madison Brown, the party making the sale hereinafter mentioned, plaintiff of the above cause, and who hereinafter styles himself as plaintiff, unto Your Honors respectfully sets forth:

1. That by a mortgage bearing date June 13, 1916, and recorded in Liber W. F. W. No. 9, a land record book of said county, on folio 61, John W. Seney and Mary R. Seney, his wife, conveyed the land therein described and which is also hereinafter described, unto Lillian Henneman to secure the payment of four thousand dollars; that the time of the payment of said mortgage debt was extended unto December 13, 1929; that the said Lillian Henneman by Assignment dated January 7, 1930, assigned said mortgage unto the Church Hill Bank of Maryland with interest on the debt from June 13, 1929; that said mortgage confers upon the plaintiff a power to sell the mortgaged property in case of default in the payment of the mortgage debt, in the payment of any instalment of interest thereon, and in case of default in the payment of the state and county taxes on the mortgaged property on day of maturity of said taxes.

2. That default occurred in the covenants of said mortgage on December 13, 1929, by reason of the non-payment of the mortgage debt on that day, by reason of the non-payment on December 13, 1929, of an instalment of interest on the mortgage debt due that day, and by reason of the non-payment on December 13, 1929, of an instalment of interest on the mortgage debt due that day, and by reason of the non-payment on December 31, 1929, of the state and county taxes due that day on the mortgaged property.

3. That on the sixteenth day of January, 1930, the plaintiff filed with the clerk of this court his bond to the State of Maryland in the penal sum of five thousand dollars executed by himself as principal and the American Surety Company of New York as surety, containing that condition prescribed by the law of the State of Maryland in relation to the exercise of the power of sale above mentioned, which bond was duly approved by said clerk.

4. That on January 9, 1930, the plaintiff by an advertisement inserted in the Centreville Record, a weekly newspaper published in Queen Anne's County aforesaid, in the edition of said paper which was issued on January 9, 1930, gave notice of the time, place, manner and terms of sale of the mortgaged property hereinafter mentioned; that said notice of sale also appeared in the editions of said paper issued on following dates, to wit: January 16, 1930, January 23, 1930, and January 30, 1930; that the first advertisement of notice of said sale was thus given more than twenty days previous to the day of sale.

5. That pursuant to said notice of sale the plaintiff did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, February 4, 1930, at 2 o'clock P. M., and he did then and there proceed to sell the mortgaged property in the following manner; the plaintiff through his auctioneer, J. E. Anthony, did call and announce the sale, and then read the notice of sale and announced that the property would be sold under said terms with the right of the purchaser to assume possession of the property as soon as he had complied with the terms of the sale; the plaintiff then offered said property to the highest bidder and sold the same unto the Church Hill Bank of Maryland, a corporation, said corporation being then and there the highest bidder therefore at and for the sum of five thousand five hundred dollars (\$5,500.00).

6. That said sale was made in execution of the power and authority conferred by the terms of said mortgage upon the plaintiff as aforesaid, and because of the default of the terms of said mortgage hereinbefore set forth.

7. That the mortgaged real estate so sold consist of all that tract of land called or known as "Sugar Loaf Farm" situated in the Sixth Election District of Queen Anne's County, State of Maryland on the public road from Hayden to Clark's Corner, and on the public road from Price past Clark's Corner to Roesville, adjoining the lands of Josephine Wilson, J. S. Kimbles and other, and containing 150 acres of land, more or less; being also known as "The John W. Seney Farm", and also adjoining the land of Medford Cahall.

8. That the plaintiff filed herewith a copy of the advertisement of the notice of sale with a certificate of the publishers of the Centreville Record attached thereto as to the publication of said notice in said paper.

9. That the purchaser has not as yet complied with the terms of sale.

10. The amount of the sale is the sum of \$5,500.00.

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 12th. day of February in the year nineteen hundred and thirty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown, above named, and he did make oath in due form of law that the matters and things set forth in the foregoing report are true as therein stated to the best of his knowledge and belief, and that the sale therein mentioned was fairly made.

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

CERTIFICATE OF PUBLICATION
OF THE ADVERTISEMENT OF SALE.
Filed Feb. 12th., 1930.

MORTGAGE SALE OF FARM.

Default having occurred in the terms of mortgage from John W. Seney and Mary S. Seney, his wife, to Lillian Henneman, dated June 13, 1916, recorded in Liber W. F. W. No. 9, fol. 61, land record book of Queen Anne's County, the undersigned as attorney named in said mortgage to sell the mortgaged property, in case of default, will sell at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, Feb. 4th, 1930, at 2 o'clock P. M.,

All that farm or tract of land called "Sugar Loaf", or "John W. Seney Farm", situated in the Sixth Election District of Queen Anne's County, Md., on the public road from Hayden to Clark's Corner, and on road from Price to Roseville, adjoining lands of John S. Kimbles, Medford Cahall, and others, fully described in mortgage and containing 153 acres of land more or less.

Improvements consist of two story Frame Dwelling, barn, horse and cow stables, implement sheds.

Farm contains valuable timber, and makes a nice as well as profitable home

TERMS OF SALE- One third of purchase money in cash at time and place of sale, balance in six and twelve months, or all cash as purchaser may elect, at time of sale, credit payments to bear interest from day of sale, and to be secured by notes of purchaser with sureties thereon to be approved by undersigned.

MADISON BROWN
Attorney named in Mortgage.

Persons contemplating purchasing can obtain a good mortgage loan by applying to me before sale.

THE CENTREVILLE RECORD

Centreville, Md., Feb. 12, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgage sale in the case of Madison Brown, atty, named in mtg. vs. John W. Seney & Mary R. Seney, 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 edition being on Jan. 9th. 1930) before the 4th day of February in the year 1930

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

N I S I

Madison Brown,
attorney named in mortgage

VS.

John W. Seney and
Mary R. Seney, his wife

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2804.

ORDERED, This 12th. day of February A. D., 1930, 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 18th 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 18th. day of March next.

The Report states the amount of sales to be \$5,500.00.

B. Hackett Turner, Clerk.

Filed Feby. 12th. 1930.

CERTIFICATE OF PUBLICATION OF
ORDER NISI.
Filed Apr. 25th., 1930.

ORDER NISI

Madison Brown, attorney named in
mortgage

vs.

John W. Seney and Mary R. Seney,
his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2804.

ORDERED, This 12th day of February, A. D., 1930, 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 18th 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 18th day of March next.

The Report states the amount of sales to be \$5,500.00.

B. Hackett Turner, Clerk.

True Copy
Test: B. Hackett Turner, Clerk.
Filed Feby. 12th, 1930.

THE CENTREVILLE RECORD

Centreville, Md., April 25, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison Brown Atty vs. John W. Seney vs. Mary R. Seney #2804 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. on Feb. 12/30) before the 18 day of Mar. in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

STATEMENT OF MORTGAGE DEBT.
Filed Apr. 25th., 1930.

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

Madison Brown, attorney named in mortgage,

vs.

John W. Seney and Mary R. Seney, his wife.

Cause No. 2804.

Statement of the indebtedness due under the mortgage from John W. Seney to Lillian Hennaman dated June 13, 1916, and recorded in Liber W. F. W. No. 9, a land record book of said county, on folio 61, which mortgage was assigned by Lillian Hennaman unto the Church Hill Bank of Maryland, and which is the mortgage mentioned and described in the proceedings of the above cause.

M31368

John W. Seney, mortgagor of said mortgage, to The Church Hill Bank of Maryland, assignee of said mortgage as aforesaid,	Dr.
1930,	
Feb. 4. To the amount of the mortgage principal debt named in said mortgage, to wit: the sum of	\$4,000.00
To six months interest due under said mortgage on Dec. 13, 1929,	120.00
To interest on \$4000.00 from Dec. 13, 1929, to Feb. 4, 1930,	<u>34.00</u>
Total debt, principal and interest, exclusive of unpaid taxes, and exclusive of commissions,	\$4,154.00
To 5 per cent. attorney's commissions thereon, due Madison Brown, attorney, to whom said mortgage had been given for collection prior to suit,	<u>207.70</u>
Amount due under said mortgage Feb. 4, 1930, (Said taxes excluded)	\$4,361.70

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

I hereby certify that on this 25th day of April in the year nineteen hundred and thirty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, attorney above named, and he made oath in due form that the foregoing is a true statement of the mortgage indebtedness due on February 4, 1930, day of sale of above cause, under the mortgage mentioned in the above statement to the best of his knowledge and belief.

B. Hackett Turner

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

FINAL ORDER OF COURT
RATIFYING SALE.
Filed Apr. 26th. 1930.

It is on this 25th day of April in the year nineteen hundred and thirty, ordered, 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 real estate described in the foregoing report of sale as made by Madison Brown as attorney named in mortgage from John W. Seney, et al., 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 February 12, 1930, in relation to said sale; and it is further ordered that the proceedings of the above cause, be and the same are hereby referred to J. H. C. Legg as special auditor, with instructions to him to state and return to this Court an account between the proceeds of said sale and Madison Brown, the party making the sale, in due time.

LEWIN W. WICKES.

Filed Apr. 26th., 1930.

REPORT AND ACCOUNT OF AUDITOR
Filed Nov. 13th, 1930.

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

Madison Brown, attorney named in mortgage,

vs.

John W. Seney and Mary R. Seney, his wife.

)
(Cause No. 2804.
)
)

To the Honorable, the Judges of said Court:

The report of J. H. C. Legg, the special auditor of this cause, unto Your Honors respectively sets forth:

That the proceedings of this cause were had for the collection of a mortgage debt by foreclosure under the mortgage of the mortgaged property and it appears that the proceeds of the sale amounted to more than enough to pay the mortgage debt and costs of sale.

That in the within account this auditor has charged Madison Brown, the party making the sale with the gross amount of the sale made by him and has then allowed him his commissions for making the sale per terms of the mortgage, the costs of the sale and of the proceedings of this cause and has then allowed The Church Hill Bank of Maryland the mortgage debt in full and the within account shows a surplus mortgage sale of \$979.75 which is undistributed and remains subject to the future order of the court.

Which is respectively submitted.

J. H. C. LEGG

Special Auditor.

Cause No. 2804.

The proceeds of the sale of the mortgaged real estate of John W. Seney, mortgagor, in account with Madison Brown as attorney named in the mortgage of this cause, the vendor making the mortgage sale of this cause.

1930, Feb.	CR.	
3.		By the gross amount of the mortgage sale, per report of sale filed February 12, 1930, to wit: the sum of . . . \$5,500.00
DR.		
"		To Madison Brown, vendor, for his commissions for making the sale, per terms of mortgage, to wit: the sum of \$ 265.00
		To do., for the court costs of this cause per clerk's statement as follows:
		Costs of B. H. Turner, Clerk, \$18.75
		Appear. fee of Madison Brown, 10.00 28.75
		To do., for the amount paid The Centreville Record for costs of advertising sale and order nisi thereon, per account for same receipted, exhibited, to wit: 30.00
		To do., for the costs of his bond with corporate surety thereon filed in this cause per account for same, to wit: the sum of 15.00
		To do., for the charges of J. E. Anthony for crying the sale, per his account for same, to wit: the sum of . . 20.00
		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 J. H. C. Legg, auditor, for stating this account, to wit: the sum of 4.50
		To The Church Hill Bank of Maryland in full of the debt, principal and interest, due it as assignee of the mortgage under which said sale was made, per statement of the mortgage debt filed, to wit: the sum of 4,154.00
		To balance to remain subject to the future order of this court, to wit: the sum of 979.75
		\$5,500.00 \$5,500.00

J. H. C. LEGG

Special Auditor.

November 12, 1930.

NISI RATIFICATION OF AUDIT

Madison Brown, Attorney
named in mortgage;

VS.

John W. Seney & Mary R. Seney,
his wife.

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

CASE NO. 2804.

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ORDERED, This 13th. day of November in the year nineteen hundred and thirty that the Report and Account filed in these proceedings by J. H. C. Legg, Special Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 22nd. day of December, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of December, 1930, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Nov. 13th. 1930.

PETITION OF THE CHURCH HILL BANK OF MARYLAND
Filed Nov. 14th, 1930.

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

Madison Brown, attorney named in mortgage,)
vs. (Cause No. 2804.
John W. Seney and Mary R. Seney, his wife.)

To the Honorable, the Judges of said Court:

The petition of The Church Hill Bank of Maryland unto Your Honors respectively sets forth:

That the mortgagors, John W. Seney and Mary R. Seney, his wife, who executed the mortgage under which the sale made and reported in the above cause was made, are both living at this time.

That the proceeds of the sale of this cause amounted to more than enough to pay the mortgage debt, interest, costs, fees, commissions and expenses of above cause and provided for by the mortgage by the sum of \$979.75 as will appear by reference to the report and account of the special auditor filed in this cause and this sum which is hereinafter referred to as "the surplus proceeds of the sale" remains undistributed and subject to the order of this court.

That the said John W. Seney and Mary R. Seney, his wife, by their mortgage dated June 27, 1923, and recorded in Liber J. F. R. No. 11, a land record book of said county, on folio 31, made to secure the payment of their debt of \$2,000.00 then due by them unto your petitioner, conveyed unto the petitioner subject to the mortgage under which the sale of this cause was made the same land conveyed by the sale mortgage; that at the time of the sale of this cause said mortgage remained unpaid and there was due by the same (meaning the mortgage of June 27, 1923) the sum of \$1,900.00 with interest from October 30, 1929; that at the time of the sale of this cause this mortgage of June 27, 1923, was next in lien to the mortgage under which the sale of this cause was made without any mortgages, judgments, or other liens intervening; a certified copy of this second mortgage is filed herewith as part hereof.

That your petitioner claims that it is entitled to the entire sum of the surplus sale, to wit: \$979.75 because of the facts above stated and that it is further entitled to have an order passed by this court directing the party making the sale of this cause to pay said sum unto the petitioner on account of its said mortgage claim of June 27, 1923.

Your petitioner therefore prays your honors to pass an order directing Madison Brown, the party making the sale of this cause, to pay said sum of \$979.75 unto your petitioner on account of its said mortgage claim, and to grant your petitioner such further relief as its case may require.

Which is respectively submitted.

The Church Hill Bank of Maryland
by JAMES P. BROWN

Its President.

Seal's Place.

Filed Nov. 14th, 1930.

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

I hereby certify that on this 13th day of November in the year nineteen hundred and thirty before me the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James P. Brown, the president of the Church Hill Bank of Maryland, the petitioner making the foregoing petition and he made oath in due form of law that the foregoing petitioner is a body corporate duly incorporated under the laws of the State of Maryland; that the matters and things set forth in the foregoing petition are true as thereing stated to the best of his knowledge and belief and that he is the president of said corporation.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my seal notarial day and year first above written.

NELSON J. BROWN
Notary Public.

Notary Public Seal.

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

Madison Brown, attorney named in mortgage, ()
 vs. () Cause No. 2804.
 John W. Seney and Mary R. Seney, his wife. ()

The foregoing petition of The Church Hill Bank of Maryland has been read and considered.

It is thereupon, on this 19th day of November in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity and by the authority of this court, that J. H. C. Legg, the special auditor to whom the papers of the above cause have heretofore been referred for the account already returned by him, be and he is hereby directed to give notice by publication once a week for four weeks in a newspaper published in Queen Anne's County aforesaid to the judgment creditors, lienors, and assignees of John W. Seney and Mary R. Seney, his wife, and to all persons claiming an interest in the equity of redemption in, to and of the land sold in the above cause and the surplus proceeds of the sale of the above cause to file their claims, with the vouchers thereof, with him on or before a certain day (which shall be sixty days from the date of the first publication of said notice), named in the notice.

And it is further ordered by the court that the said J. H. C. Legg, as special auditor, be and he is hereby directed to state and return to this court an account or audit distributing to said claimants according to their respective rights the surplus mortgage sales of said cause remaining undistributed by the account or audit already filed in the above cause.

And it is further ordered by the court that the said J. H. C. Legg be and is hereby given authority to take such testimony as he may find necessary to establish said claims.

Filed November 20th, 1930.

LEWIN W. WICKES

.....

#10,039. QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the third day of July, in the year nineteen hundred and twenty three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 27th. day of June, in the year nineteen hundred and twenty three, by John W. Seney and Mary S. Seney, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and The Church Hill Bank of Maryland, a corporation created by and existing under the laws of the State of Maryland, party of the second part.

WHEREAS the said John W. Seney is justly indebted unto the said party of the second part in the full sum of two thousand dollars, cash loaned and advanced, and for which he has drawn and passed unto the said party of the second part his promissory note in the sum of two thousand dollars, bearing date June 27th. 1923, and payable six months after date to the order of the said party of the second part at its banking house in the town of Church Hill in said County.

And whereas it was a condition precedent to said law and acceptance of said note that this mortgage should be given to secure the said note and each and every renewal thereof whether in full or in part which the said party of the second part might agree to accept.

Now therefore this mortgage witnesseth: that in consideration of the premises and of the sum of one dollar, the said John W. Seney and Mary S. Seney, his wife, do hereby grant and convey unto the said party of the second part, The Church Hill Bank of Maryland, its successors and assigns, in fee simple, all that farm or tract of land called or known as The Sugar Loaf, situated, lying and being in the Sixth election district of Queen Anne's County, State of Maryland, on the public road leading from Hayden to Ingleside by Clark's Corner, and on the public road leading from Price by Clark's Corner to Roesville, adjoining the land of or formerly of Joseph E. Wilson and that of or formerly of J. S. Kimbles, and containing one hundred fifty three acres of land, more or less; being the same land granted unto the said John W. Seney by Calvin W. Butler and Blanche Butler, his wife, by deed dated June 27th. 1923, and recorded or intended to be recorded among the land record books of said county prior to the recording of this mortgage.

Together with the buildings and improvements thereon and all the roads, rights, ways, waters, privileges, advantages and appurtenances thereunto belonging or in anywise appertaining. Subject to a mortgage from said John N. Seney to one Lillian Henneman dated June 25, 1916, and recorded in Liber W. F. W. No. 9, fols. 61 etc. a land record book of said county.

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 W. Seney, his heirs, executors, administrators or assigns, shall well and truly pay to the said party of the second part, its successors, administrators or assigns, the aforesaid described promissory note, and each and every renewal thereof which hereafter may be made and accepted by said party of the second part whether said renewal be in whole or in part, and the interest to accrue thereon, 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 W. Seney his heirs and assigns shall possess said property. And the said John W. Seney for himself, his heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due,

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the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured the improvements on said premises to the amount of the full insurable value thereof in some Company or Companies approved by the said party of the second part, its successors or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

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

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said party of the second part, its 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 John W. Seney, 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 above written.

Test:

Margaret W. Smith.

John W. Seney. (SEAL)

Mary S. Seney. (SEAL)

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

I hereby certify that on this 27th. day of June, 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 John W. Seney and Mary S. Seney, his wife, and they did each acknowledge the foregoing mortgage to be their respective act.

In testimony whereof I hereunto affix my name and seal Notarial day and year first above written.

Notary Public Seal.

Nelson J. Brown Notary Public.

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

I hereby certify that on this 28th. day of June, 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 James P. Brown, President of The Church Hill Bank of Maryland, within named mortgagee, and he did make oath in due form of law that the consideration stated in the within and foregoing mortgage is true and bona fide as therein set forth, and that he is the President of the said mortgagee, a corporation.

In witness whereof I hereunto affix my name and 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 the foregoing is truly taken and copied from Liber J. F. R. No. 11, folios 31, etc., a Land Record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe name name and affix the seal of the Circuit Court for Queen Anne's County this 12th. day of November, in the year nineteen hundred and thirty.

Seal's
Place.

B. HACKETT TURNER Clerk.

NISI RATIFICATION OF AUDIT
Filed Jan. 22nd, 1931.

NISI RATIFICATION OF AUDIT

Madison Brown, Attorney named in
Mortgage
VS
John W. Seney and Mary R. Seney,
his wife.

In the Circuit Court For Queen Anne's County In Equity. Case No. 2804.

ORDERED, This 13th day of November in the year nineteen hundred and thirty that the Report and Account filed in these proceedings by J. H. C. Legg, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of December, 1930, provided a copy of this order be published once a week in each of two successive weeks before the 13th day of December, 1930, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy,
Test: B. HACKETT TURNER, Clerk.
Filed Nov. 13th, 1930.

THE CENTREVILLE RECORD

Centreville, Md., Jan. 21 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi ratification of audit in the case of Madison Brown Atty vs. John W. Seney & Mary R. Seney Cause #2804 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 13 day of Dec. in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

ORDER OF COURT
Filed Feb. 24th, 1931.

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

Madison Brown, attorney named in mortgage,)
versus (Cause No. 2804.
John W. Seney and Mary R. Seney, his wife.)

ORDERED, on this 23rd day of February in the year nineteen hundred and thirty one, by the Circuit Court of Queen Anne's County, in Equity, that the within and foregoing report and account of J. H. C. Legg, 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 in relation to said report and account and except as hereinafter excepted Madison Brown, the party making the sale of the cause, is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest received and to be received on credit sales to his commissions and to the mortgage claim; the balance undistributed by the audit and its proportion of interest mentioned are hereby directed to be held subject to the further order of the Court.

Filed Feb. 24th, 1931.

LEWIN W. WICKES

SECOND REPORT AND ACCOUNT OF AUDITOR
Filed Feb. 24th, 1931.

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

Madison Brown, attorney named in mortgage,)
versus (Cause No. 2804.
John W. Seney and Mary R. Seney, his wife.)

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To the Honorable, the Judges of said Court:

The report of J. H. C. Legg to whom the papers of the above cause were referred as special auditor by the order of this Court passed November 19, 1930, upon the petition of the Church Hill Bank of Maryland filed herein on November 14, 1930, respectfully sets forth:

That your auditor gave by advertisement in the Centreville Record, a newspaper published in said county the notice to the judgment creditors, etc., of John W. Seney to file their claims directed by him to be given by said order of reference and he returns herewith as part hereof a copy of said advertisement with the certificate of advertisement of the publisher of said paper thereunto attached.

That no claims pursuant to said notice have been filed with your auditor with the exception of the claim of said bank set forth and described in said petition of said bank.

That your auditor pursuant to the order of reference has stated the within account distributing the balance left undistributed by the preceding audit and in the within account Madison Brown, the party making the sale and holding said balance is charged with the same and the auditor has in the within account allowed the costs arising under the petition aforesaid and the balance then remaining is distributed to the Church Hill Bank of Maryland on account of its said claim for said balance is not sufficient to pay the claim in full. The amount of the claim is set forth in the petition to be eighteen hundred dollars with interest from October 30, 1929.

Which is respectfully submitted.

February 6, 1931. J. H. C. LEGG
Special Auditor.

Filed February 24th, 1931.

Cause No. 2804.

The proceeds of the sale of the mortgaged real estate of John W. Seney, the mortgagor mentioned in this cause, in account with Madison Brown, the vendor making the mortgage sale of this cause.

CR.

By balance of the mortgage sale not distributed
by the audit filed November 13, 1930, to wit: \$979.75

DR.

To B. H. Turner, Clerk, for his costs under the
petition filed November 14, 1930, per his bill
of costs exhibited, to wit: \$ 4.50

To J. H. C. Legg, special auditor, for the cost
of advertising notice to creditors under said
petition in the Centreville Record, to be paid
to the publisher of said paper, per account for
same exhibited, to wit: 5.00

To do., for the costs of advertising the order
nisi to be passed as to this report and account
to be paid to the publisher of the newspaper ad-
vertising said notice, to wit: 3.00

To do., for his fee for stating this account, to wit: 4.50
\$17.00

To the Church Hill Bank of Maryland, mortgagee of
the mortgage from John W. Seney and Mary R.
Seney, his wife, dated June 27, 1923, and record-
ed in the land records of said county in Liber
J. F. R. No. 11, on folio 31, this balance on
account of the mortgage claim of said bank set
forth in petition filed November 14, 1930, to
wit: 962.75
\$979.75 \$979.75

February 6, 1931. J. H. C. LEGG
Special Auditor.

COURT'S NOTICE TO CREDITORS
Filed Jan. 22nd, 1931.

COURT'S NOTICE TO CREDITORS

Madison Brown, Attorney named in mortgage,
VS.
John W. Seney and Mary R. Seney, his wife.

In The Circuit Court For Queen Anne's County In Equity Cause No. 2804.

Notice is hereby given to all Judgment Creditors, Lienors, and Assignees of said John W. Seney and Mary R. Seney, his wife, and to all persons claiming an interest in the equity of redemption of the land sold in said cause and in the surplus mortgage sales of said cause, to file their claims, with the vouchers thereof with the undersigned on or before the 26th day of January, 1931.

Done pursuant to order of said court this 26th day of November, 1930.

J. H. C. LEGG,
Special Auditor of said Cause.

THE CENTREVILLE RECORD

Centreville, Md. Jan. 21, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Court notice to creditors in the case of Madison Brown Atty vs. John W. Seney & Mary R. Seney #2804 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 Nov. 27/30 before the 26 day of January in the year 1931.

Filed Jan. 22nd, 1931. THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN JR.,
Special Auditor of said Cause.

NISI RATIFICATION OF AUDIT

Madison Brown, Attorney
named in mortgage

VS.

John W. Seney and
Mary R. Seney, his wife.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
) CASE No. 2804.

ORDERED, This 24th. day of February in the year nineteen hundred and thirty one that the Report and Account filed in these proceedings by J. H. C. Legg, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of March, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of March, 1931 in some newspaper printed and published in Queen Anne's County.

Filed Feby. 24th. 1931.

B. HACKETT TURNER Clerk.

NISI RATIFICATION OF AUDIT
Filed March 21st. 1931.

NISI RATIFICATION OF AUDIT

Madison Brown, attorney named in mortgage,
vs.
John W. Seney and Mary R. Seney, his wife.

In The Circuit Court for Queen Anne's County, in Equity. Case No. 2804.

ORDERED, This 24th day of February in the year nineteen hundred and thirty-one, that the Report and Account filed in these proceedings by J. H. C. Legg, Special Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st day of March, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of March, 1931, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy,

Test: B. HACKETT TURNER, Clerk.
Filed February 24, 1931.

THE CENTREVILLE RECORD

Centreville, Md. Mar. 21, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the case of Madison Brown atty vs. John W. Seney & wife

#2804 a true acopy 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 14 day of March in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN JR.

Filed March 21st, 1931.

FINAL ORDER OF RATIFICATION
Filed May 8th, 1931.

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

Madison Brown, attorney named in mortgage,
 versus
John W. Seney and wife.

(
) Cause No. 2804.
(

ORDERED on this seventh day of May in the year nineteen hundred and Thirty one hundred and thirty one by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing report and account of J. H. C. Legg, 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 in relation to said report and account and Madison Brown, the party making the sale of the cause, is hereby directed and ordered to apply the proceeds of the sale in accordance with said report and account with a due proportion of interest received and to be received on credit sales to his commissions and to the mortgage debt.

THOMAS J. KEATING

Filed May 8th, 1931.

CHANCERY CAUSE NO. 2744.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the second day of May, 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, Holden S. Ireland, of Cecil County, State of Maryland, and the American Surety Company of New York, a corporation duly organized, incorporated and now existing under the laws of the United States of America, with due authority to become sole surety on the bonds of trustees, 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 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 every of us, our and every of our heirs, executors, administrators, successors, and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this twenty sixth day of April, in the year nineteen hundred and twenty eight.

WHEREAS John H. Harrison and Martha E. Harrison, his wife, by a certain mortgage bearing date, October 10, 1921, and recorded in Liber J. R. F. No. 8, a land record book of Queen Anne's County, on folio 34, made to secure the payment of the sum of money therein specified and certain interest to be paid thereon, and a note given for said sum described in said mortgage, did convey the land in said mortgage described unto the Sudlersville Bank of Maryland, which corporation has assigned and transferred said mortgage and the note representing the debt unto the said Holden S. Ireland.

WHEREAS default has occurred in the covenants of said mortgage by reason of the non-payment of the debt secured by said mortgage, and of said note and interest thereon.

WHEREAS the above bounden Holden S. Ireland as assignee of said mortgage is because of said default, about to sell the mortgaged property conveyed by said mortgage under the power of sale conferred by said mortgage upon him as said assignee.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Holden S. Ireland shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise the same is to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Holden I. Ireland. (SEAL)

American Surety Company of
New York. By
Madison Brown.
Its attorney in fact.

Seal's
Place.

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

Security approved and Bond filed May 2nd. 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. 349 a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 2nd. day of May, in the year 1928.

Seal's
Place.

B. Hackett Turner

Clerk.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENT.
Filed May 2nd., 1928.

#8963. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty third day of November, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 10th. day of October, in the year nineteen hundred and twenty one, by John H. Harrison and Martha E. Harrison, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS "The Sudlersville Bank of Maryland, a body corporate, has this day loaned unto the said John H. Harrison and Martha E. Harrison, his wife, the full sum of three thousand dollars (\$3,000.00) for which said sum the said John H. Harrison and Martha E. Harrison, his wife, have passed their joint and several promissory note, bearing even date herewith, unto the said body corporate, The Sudlersville Bank of Maryland, at its banking house in the town of Sudlersville, Queen Anne's County, Maryland, payable six months after date with interest from date, and it was a condition precedent to the making of said loan and the acceptance of said note, 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 in whole or in part, until the whole debt hereby intended to be secured shall have been paid.

Now, therefore, in consideration of the premises and the further sum of one dollar, the said John H. Harrison and Martha E. Harrison, his wife, do hereby grant and convey unto the Sudlersville Bank of Maryland, a body corporate, its successors or assigns, the hereinafter described real estate, consisting of the following two tracts or parts of tracts of land, to wit: Tract No. 1: all that tract or part of tract of land or farm situate in the Seventh Election District of Queen Anne's County near Crumpton, known as The Cosden Farm, containing seventy acres of land, more or less, being the same land and all the land described in a deed to George E. Harrison from Thomas J. Keating and B. Palmer Keating, Trustees, bearing date September the 22nd. 1891, and recorded in Liber W. D. No. 6, folios 145 etc., a land record book for Queen Anne's County, to which deed reference is hereby made for a fuller and more accurate description: Lot No. 2: all that part of The Johnson Tract, situate in the Seventh Election District of Queen Anne's County near Crumpton, described in a deed to George E. Harrison from John Brown and Edwin H. Brown, Trustees, and Thomas Sudler and Caroline V. Sudler, bearing date the 29th. day of September, 1891, and recorded in Liber W. D. No. 6, folios 189 etc., a land record book for Queen Anne's County, and described in said deed as containing 112 acres, 1 rood and 35 perches of land, more or less, to which deed reference is hereby made for a fuller and more particular description saving and excepting from the operation of this mortgage all those two tracts of land, consisting of six acres and twenty eight perches of land, more or less, which have been conveyed by the said John H. Harrison and Martha E. Harrison, his wife, by deeds bearing date of August 31st. 1920, and November 8th. 1920, to James E. Chase and Catherine Chase, and recorded in Liber J. F. R. No. 5, folios 471 & 472, a land record book for Queen Anne's County, Maryland, leaving in this second lot of land, subject to this mortgage, 106 acres, 1 rood and 7 perches of land, more or less, both of said tracts of land having been devised to the said John H. Harrison by George E. Harrison, by will duly admitted to probate by the Orphan's Court for Queen Anne's County and recorded in Liber R. W. T. No. 1, folios 18 etc., a will record book in the office of the Register of Wills for Queen Anne's County.

Together will 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 John H. Harrison and Martha E. Harrison, his wife, their executors, administrators or assigns, shall well and truly pay to the said body corporate, The Sudlersville Bank of Maryland, its successors or assigns, the aforesaid sum of three thousand dollars with interest thereon on the amount due and owing at 6 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 H. Harrison and Martha E. Harrison, his wife, their heirs and assigns, shall possess said property.

And the said John H. Harrison and Martha E. Harrison, his wife, 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 lecid 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 Sudlersville 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 Sudlersville Bank of Maryland, its successors or assigns, or Richard T. Earle, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous

notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses, incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to John H. Harrison or Martha E. Harrison, 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 Sudlersville Bank of Maryland, its successors or assigns, or Richard T. Earle, 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 H. Harrison and Martha E. Harrison, his wife, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the said mortgagors.

Test: John F. Stokes.

John H. Harrison (SEAL)

Martha E. Harrison (SEAL)

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

I hereby certify that on this 10th. day of October, in the year nineteen hundred and twenty one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared John H. Harrison and Martha E. Harrison, his wife, and each acknowledged the foregoing mortgage to be their respective act, and at the same time personally appeared Wm. O. Thomas, the President of The Sudlersville Bank of Maryland, the body corporate, and made oath in due form of law that the consideration is true and bona fide as set forth in said mortgage, and further made oath that he is the duly authorized agent for said body corporate to make oath as regards to said consideration.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

John F. Stokes,
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the twelfth day of April, in the year 1928, the following Assignment was brought to be recorded, to wit:-

For Value received the Sudlersville Bank of Maryland, a body corporate, does hereby transfer and assign without recourse or guarantee unto Heiden S. Ireland, the within and foregoing Mortgage and mortgage note in the sum of Three Thousand One Hundred & Ninety Five Dollars. In testimony thereof the Sudlersville Bank of Maryland has caused its name to be signed by Dudley G. Roe, its Vice President, and its corporate seal to be affixed by John F. Stokes, its Cashier.

Witness: John F. Stokes,
Cashier.

Sudlersville Bank of Maryland.
By
Dudley G. Roe, -Vice Pres.

Seal's
Place.

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 34 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 May, in the year of our Lord, one thousand nine hundred and twenty eight.

B. Hackett Turner. Clerk.

REPORT OF SALE.
Filed May 22nd., 1928.

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

Holden S. Ireland, Assignee of mortgage

vs.

John H. Harrison and Martha E. Harrison,
his wife, mortgagors.

To the Honorable, the Judges of said Court:

The report of Holden S. Ireland, as assignee of the mortgage hereinafter mentioned, and who hereinafter styles himself vendor, unto Your Honors respectfully sets forth:

That John H. Harrison and Martha E. Harrison, his wife, by mortgage dated October 10, 1921, and recorded in Liber J. F. R. No. 8, fol. 34, a land record book of said county, conveyed certain land unto the The Sudlersville Bank of Maryland to secure their note to said Bank of three thousand dollars, and to secure all renewals of said note; that said note was renewed by the mortgagors, giving to said Bank a note for three thousand dollars, dated January 24, 1927, and due February 24, 1927; that the last described note remains unpaid and there is due thereby three thousand dollars with interest from February 24, 1927; that the Sudlersville Bank of Maryland, said mortgagee, on or about April 12, 1928, duly assigned said mortgage and said note unto your vendor, a certified copy of said mortgage and of said assignment is filed in the precedents of this cause as parts thereof.

That default occurred in the terms of said mortgage by reason of non-payment of the last described promissory note on the day of its maturity, as above set forth, and default has further occurred in the terms of said mortgage by reason of the non-payment by the mortgagors of the state and county taxes, amounting to eighty one dollars and two cents upon the mortgaged property for the year nineteen hundred and twenty seven in accordance with their covenant contained in said mortgage; that said taxes with two dollars and forty three cents interest thereon were paid by your vendor, as assignee of the mortgage.

That prior to the day of sale hereinafter mentioned your vendor filed with the clerk of said Court his bond to the State of Maryland in the penalty of five thousand dollars with corporate surety thereon, and containing the condition required by law for the foreclosure of said mortgage or the sale of the mortgaged property, under the power of sale given by said mortgage to the mortgagee and its assignee; that said bond was approved by the clerk of said court and filed by him.

That your vendor gave notice by advertisement, inserted in the Centreville Record, a newspaper published weekly in said county, that he would sell the mortgaged premises, because of default in the terms of said mortgage, 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 22, 1928, which notice contained the terms of sale; that said notice or advertisement of sale appeared as an advertisement in the editions of said paper, which were issued on April 26, May 3, May 10, and May 17; a certified copy of said advertisement and notice of sale are filed herewith, as parts hereof.

That on Tuesday, May 22, 1928, at the hour of 2 o'clock, your vendor did attend in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, and proceeded to make sale of the mortgaged property in the following manner, to wit:

The advertisement of sale was first read and then the mortgaged property, which is described in the advertisement of sale, was offered at public auction to the highest bidder through the medium of J. Elmer Anthony, auctioneer, and then and there because of default, your vendor, as assignee of said mortgage, sold the mortgaged property through said auctioneer unto the said vendor, to wit: said Holden S. Ireland, he being then and there the highest bidder therefor at and for the sum of thirty one hundred dollars (\$3100).

That the land sold as above set forth was sold by your vendor in execution of and pursuant to the power of sale contained in said mortgage to be exercised by the mortgagee or its assignees in case of default in the terms of the said mortgage of the characters above set forth.

That the land sold is all that farm called or known as "The John H. Harrison Farm", situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the road from McGinnis' Corner to Crumpton Cemetery Corner, adjoining the lands of Elijah Newman and Samuel Sennett, containing 176 acres, 1 rood and 7 perches of land, more or less; and is the same land conveyed by the mortgage, above mentioned.

The total sale is \$3100.00.

Which is respectfully submitted.

Holden S. Ireland
Assignee, vendor.

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

I hereby certify that on this twenty second 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 Holden S. Ireland, assignee and vendor as above set forth, and he did make oath in due form of law that the matters and things stated 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 Court.

CERTIFICATION OF PUBLICATION
OF SALE.
Filed May 22nd., 1928.

MORTGAGE SALE
OF
FARM

near Crumpton

Default having occurred in the terms of the mortgage from John H. Harrison and Martha E. Harrison, his wife, to the Sudlersville Bank of Maryland, dated October 10, 1921, and recorded in Liber J. F. R. No. 8, a Land Record Book of Queen Anne's County, on fol. 34, the undersigned, to whom said mortgage has been assigned by said Bank, will sell in execution of the power of sale contained in said mortgage at public sale 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 22, 1928.

The mortgage premises consisting of all that farm called or known as "The John H. Harrison Farm," situated in the Seventh District of Queen Anne's County, Maryland, on road from McGinnis Corner to Crumpton Cemetery Corner, adjoining lands of Elijah Newnam and Samuel Sennett, containing 176 Acres, 1 rood 7 perches of land more or less.

According to the mortgage this farm is composed of farm called "The Cosden Farm", and tract called "Johnson Tract", excepting six acres of latter sold to James E. Chase.

Improvements consist of 8 room Dwelling House in good condition, carriage house, stable, and barn. The arable land is adapted to growth of usual farm crops, truck and berries, while the woodland contains lot of timber and fire wood.

TERMS OF SALE:- Cash on day of sale; further particulars made known on day of sale.

HOLDEN S. IRELAND

Assignee of mortgage.

Madison Brown, Centreville, Md.
Attorney.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD

Centreville, Md., May 22nd., 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the assignee sale of John H. Harrison Farm by Holden S. Ireland assignee of mortgage, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st. insertion being April 26/28) before the 22 day of May in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

H31368

N I S I

Holden S. Ireland, assignee of mortgage

VS.

John H. Harrison and Martha E. Harrison, his wife mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2744.

ORDERED, This 22nd. day of May, A. D., 1928, that the sale of the real estate made and reported in this cause by Holden S. Ireland, Assignee, vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th. 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 25th. day of June next.

The Report states the amount of sales to be \$3100.00.

B. Hackett Turner Clerk.

Filed May 22nd. 1928.

STATEMENT OF MORTGAGE DEBT. Filed May 22nd., 1928.

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

Holden S. Ireland vs. John H. Harrison, et al.

Statement of Mortgage Debt.

The following is a statement of the indebtedness due in the above entitled cause.

John H. Harrison and Martha E. Harrison to Holden S. Ireland, assignee of the Sudlersville Bank of Maryland. Dr.

To the amount of the principal mortgage debt due under the mortgage from John H. Harrison and Martha E. Harrison to the Sudlersville Bank of Maryland, dated October 10, 1921, and recorded in Liber J. F. R. No. 8, fol. 34, a land record book of Queen Anne's County and assigned unto the said Holden S. Ireland, according to the outstanding mortgage note, to wit: (said note was dated January 24, 1927, and is given for one month) \$3000.00

To interest due on said sum of \$3000.00 and said note from February 24, 1927 to May 22, 1928 is the sum of 224.00 \$3224.00

To the amount of the state and county taxes for the year nineteen hundred and twenty seven due on the mortgaged property and paid by the said Holden S. Ireland 81.02

To interest on said taxes paid by said Holden S. Ireland 2.43 \$3307.45

Holden S. Ireland Assignee.

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

I hereby certify that on this twenty second 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 Holden S. Ireland, assignee, and he did make oath in due form of law that the foregoing is a true statement of the mortgage indebtedness due under the mortgage, mentioned above, on May 22, 1928, the best of his knowledge and belief.

B. Hackett Turner

Clerk of the Court.

PUBLICATION OF ORDER NISI.
Filed Nov. 1st., 1928.

ORDER NISI.

Holden S. Ireland, assignee of mortgage.
Vs.
John H. Harrison and Martha E. Harrison,
his wife, mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancer No. 2744.

Ordered This 22nd day of May, A. D., 1928, that the sale of the real estate made and reported in this cause by Holden S. Ireland, Assignee, vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of June next.

The Report states the amount of sales to be \$3100.00.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. Hackett Turner, Clerk.
Filed May 22nd, 1928.

THE CENTREVILLE RECORD

Centreville, Md., Nov. 1, 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Holden S. Ireland, assignee of mortgage vs John H. Harrison & Martha E. Harrison, his wife, mortgagors, Chy #2744., a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 25 day of June in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By. Wm. P. Brown

Filed Nov. 1st., 1928.

A 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 sitting as a Court of Equity that the sale of the real estate of John H. Harrison and Martha E. Harrison, mortgagors, made by Holden S. Ireland, assignee of mortgage, mentioned 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 every been shown, although notice appears to have been given in accordance with the order nisi passed in said cause above named May 22, 1928.

And it is further ordered that the papers of said cause and proceedings be and the same are hereby referred unto Edwin H. Brown, jr. as special auditor, with directions and instructions to him to state and return to this court an audit or account between the proceeds of the sale described in said report of sale and Holden S. Ireland, the party making the sale,

Thomas J. Keating.

Ordered, this 6th. day of November, 1928, by the Circuit Court for Queen Anne's County, in Equity, that Madison Brown be and he is hereby appointed trustee without the necessity of giving bond to convey the property sold in the above entitled cause unto Holden S. Ireland, the purchaser of said property, as the said Holden S. Ireland is also the vendor making the sale of this cause.

Thomas J. Keating.

REPORT AND ACCOUNT
OF AUDITOR.
Filed April 30th., 1930.

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

Holden S. Ireland, assignee of mortgage,	}	Cause No. 2744.
vs.		
John H. Harrison and Martha E. Harrison, his wife, mortgagors.		

To the Honorable, the Judges of said Court:

I, Edwin H. Brown, junior, to whom the papers in the above cause have been referred as special auditor, unto Your Honors respectfully sets forth:

I have stated the account between the proceeds of the mortgage sale of this cause and Holden S. Ireland, the party making the sale, and the same is herewith attached.

In this account I have charged the vendor with the gross amount of the sale made by him, then thereout allowed unto him his commissions for making the sale per terms of mortgage, the court costs for advertising the sale, the cost of advertising sale, and the several orders nisi of the cause, the auctioneer's charges, the cost of the bond, and the fee of the auditor.

There remains of the gross proceeds of sale, after these allowances, \$2825.50, which by the within account is distributed to Holden S. Ireland on account of this mortgage claim due on the day of sale; said balance not being sufficient to pay the mortgage in full. I have made also a statement showing the amount due to the mortgagee after the application thereto of the balance of the sale of this cause prior to stating the audit.

I took the oath of special auditor before the Clerk of the Court.

Respectfully submitted,

Edwin H. Brown, Jr.
special auditor.

April 29, 1930.

Cause No. 2744.

The proceeds of the sale of the mortgage d real estate of John H. Harrison, mortgagor, in account with Holden S. Ireland, assignee of the mortgage mentioned in the above cause, and as such party selling the real estate reported sold in the above cause.

1928,	Cr.	
May		
22.	By the gross amount of the mortgage sale, per report of sale filed May 22, 1928, to wit:	\$3,100.00
	Dr.	
#	To Holden S. Ireland, for his commissions for making sale per terms of mortgage, the sum of	\$ 169.00
	To do., for Court costs of Cause per Clerk's statement:	
	Costs of B. H. Turner, Clerk,	\$18.00
	Appear. fee of Madison Brown,	10.00
		28.00
	To do., for the cost of advertising in the Centreville Record notice of sale and the two orders nisi of cause, per receipted account for same, to wit:	
	the sum of	38.00

To do., for amount paid auctioneer for crying sale per receipt of J. E. Anthony, auctioneer,	\$ 10.00	
To do., for cost of the bond filed by him with corporate surety thereon paid said corporate surety, per receipted account for same, the sum		25.00
To Edwin H. Brown, junior, special auditor, for stating this account, to wit: the sum of		4.50
To Holden S. Ireland, mortgagee, on account of his mortgage claim due on day of sale, this balance:		<u>2,825.50</u>
	\$3,100.00	\$3,100.00

John H. Harrison, mortgagor to Holden S. Ireland, Dr.

1928			
May 22.	To amount of mortgage debt and claim due this date day of sale-under mortgage described in this cause, to wit: the sum of		\$3,307.45
Cr:	By amount distributed thereto above		<u>2,825.50</u>
	To balance bearing interest from May 22, 1928,		\$ 481.95

Edwin H. Brown, Jr.
special auditor.

April 29, 1930.

NISI RATIFICATION OF AUDIT

Holden S. Ireland,
Assignee of Mortgage

VS.

John H. Harrison and
Martha E. Harrison,
his wife, mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE NO. 2744.

ORDERED, This 30th. day of April in the year nineteen hundred and 30 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 24th. day of May 1930; provided a copy of this order be published once a week in each of two successive weeks before the 16th. day of May, 1930 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed April 30th. 1930.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed June 16th., 1930.

NISI RATIFICATION OF AUDIT

Holden S. Ireland, Assignee of mortgage

Vs.

John H. Harrison and Martha E. Harrison, his
wife, Mortgagors.

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

Case No. 2744.

Ordered, This 30th day of April, in the year nineteen hundred and 30 that the Report and Account filed in these proceedings by Edwin H. Brown, Jr., Special Auditor, be ratified and Confirmed, unless to the contrary thereof be shown on or before the 24th. day of May 1930; provided a copy of this order be published once a week in each of two successive weeks before the 16th. day of May 1930 in some newspaper printed and published in Queen Anne's County.

True Copy.

B. Hackett Turner, Clerk
Test: B. Hackett Turner, Clerk
Filed April 30th, 1930.

THE CENTREVILLE RECORD

CENTREVILLE, MD., June 16, 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi ratification of audit in the case of Holden S. Ireland assignee vs. John H. Harrison & Martha E. Harrison, his wife, Cause #2744, 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 May in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

CLERK'S CERTIFICATE AS TO
PAYMENT OF COSTS.
Filed June 16th., 1930.

CLERK'S CERTIFICATE.

Holden S. Ireland
Assignee

Vs.

John H. Harrison & wife.

In the Circuit Court for

Queen Anne's County,

in Equity.

No. 2744 Chy.

I HEREBY CERTIFY, that no objections to the ratification of the audit have been filed in the above entitled proceeding, and that all taxes costs, as stated in the Auditor's Account filed in this cause on the 30th. day of April, 1930, 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 have hereunto set
my hand and the seal of the Circuit Court
for Queen Anne's County affixed, this 16th
day of June 1930.

Seal's
Place.

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

FINAL ORDER OF COURT
RATIFYING AUDIT.
Filed June 20th., 1930.

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

Holden S. Ireland

vs.

John H. Harrison et al.

Cause No. 2744.

It is on this 19th day of June in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ordered 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 heretofore passed in this cause in relation thereto and Holden S. Ireland, party making the sale is hereby directed to apply the proceeds of the sale accordingly.

LEWIN W. WICKES

Filed June 20th., 1930.

№31368



CHANCERY CAUSE 2811.

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

S. Scott Beck,	:	In the Circuit Court for Queen Anne's	
Attorney,	:	County.	
vs.	:		
Lillian M. Smith.	:	In Equity.	No. _____

B. HACKETT TURNER, Clerk:

Please docket the above entitled Cause, make certified copy of Mortgage from Lillian M. Smith to Margaret H. Cooper, dated the 24th day of August, 1927, and recorded among the Land Records for Queen Anne's County in Liber B. H. T. No. 7, Folio 146 etc., file and approve Bond and enter my appearance for the Plaintiff,

Says,

S. Scott Beck.
Plaintiff's Attorney.

CERTIFIED COPY OF
BOND
Filed March 4th., 1930.

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

KNOW ALL MEN BY THESE PRESENTS, that we, S. Scott Beck of Kent County, State of Maryland, as Principal, and the National Surety Company, a corporation, duly incorporated under the Laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen thousand (\$15,000.00) dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents: Sealed with our seals and dated this 4th. day of March, in the year One thousand and nine hundred and thirty.

WHEREAS, by deed of mortgage from Lillian M. Smith, dated the 24th. day of August, 1927, duly executed, acknowledged and recorded among the land records for Queen Anne's County, State of Maryland, in Liber B. H. T. No. 7, folios 146 etc. conveyed to Margaret H. Cooper certain real estate therein mentioned to secure the payment of the sum of ten thousand (\$10,000.00) dollars, and

WHEREAS, in the event of any default being made in any condition of the said mortgage or in the payment of the mortgage or in the payment of the mortgage debt or the interest thereon when due, power and authority were therein given to sell the mortgaged premises; and

WHEREAS, default has been made in the condition of the said mortgage by reason of the failure of the said mortgagor to pay the interest thereon as and when the same became due and payable and also by reason of the said mortgagor's failure to pay the State and County taxes on said mortgaged real estate as and when the same became due and payable, and the said S. Scott Beck, Attorney named in said mortgage, is about to execute said power of sale by selling said mortgaged real estate.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounde, S. Scott Beck, shall well and faithfully perform any Order or Decree which shall be made by any Court of Equity, in relation to the sale of such mortgaged prop-

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erty or the proceeds thereof, then the above obligation to be void, otherwise, to be and remain in full force and virtue in law.

S. Scott Beck, (SEAL)

Signed, sealed and delivered in the presence of Alice R. Smith.

Seal's Place.

National Surety Company By S. Scott Beck Attorney-in-fact.

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. 66 a Bond Record book for Queen Anne's County, Maryland.

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 March, in the year 1930.

Seal's Place.

B. Hackett Turner Clerk.

CERTIFIED COPY OF MORTGAGE. Filed March 4th., 1930/

..... #12,617. Q U E E N A N N E ' S C O U N T Y, to wit: Be it remembered that on the 3rd. day of September, in the year nineteen hundred and twenty-seven, the following Mortgage was brought to be recorded, to wit:

T H I S M O R T G A G E, Made this 24th. day of August, in the year nineteen hundred and Twenty-seven, by and between Lillian M. Smith, Mortgagor, of the City of Philadelphia, State of Pennsylvania, of the one part, and Margaret H. Cooper, of Kent County, State of Maryland, Mortgagee, of the other part.

WHEREAS the said Mortgagor is justly indebted unto said Mortgagee, in the full sum of Ten Thousand (\$10,000.00) Dollars, (being money loaned and advanced by said Mortgagee to said Mortgagor) for which said sum and the interest thereon the said Mortgagee, her promissory note bearing even date herewith; for said principal sum of Ten Thousand (\$10,000.00) Dollars, payable three years after date; with interest thereon at the rate of 6% per annum, payable semi-annually,

AND WHEREAS, this Mortgagee 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 Lillian M. Smith does grant unto the said Margaret H. Cooper, her heirs and assigns, in fee simple, all that tract, piece or parcel of ground situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the Northeast side of the State Road leading from Church Hill to Chestertown, and on the public road leading from Union Church to Rolph's Wharf, and described as follows, to wit:

BEGINNING FOR THE SAME at a point in said State Road from Church Hill to Chestertown opposite a stone in the line of the land which the late Samuel R. Hurlock acquired as Parcel No. 1 in the deed from John F. Godwin to him, where it (the last mentioned land) adjoins the land acquired by the said Samuel R. Hurlock of William H. Hendrix, said point or place of beginning being at the distance of one perch from said stone and running thence with the said State Road South 53 degrees East 81.1 perches to the intersection of the said road from Union Church to Rolph's Landing; thence with the last named road and the lands formerly of the Catlin Heirs, North 20 1/4 degrees East 155 2/5 perches; thence still with the said land formerly of the said Catlin heirs, North 56 degrees West 18 perches; thence North

55 degrees West, 101 $\frac{2}{5}$ perches to the Ford land; thence with said land South 35 degrees West 144 $\frac{1}{5}$ perches to the public road and to meet the tenth line of the said other land of the said Samuel R. Hurlock at the end thereof; thence with the last line of the last mentioned land South 53 degrees East 77 $\frac{3}{5}$ perches to the place of beginning, containing 127 acres, 2 roods of land, more or less.

It being the same property which was conveyed by Deed dated the 19th day of July, 1927, from Harriette M. Seney, widow, et al., to the said Lillian M. Smith, and which deed is to be recorded among the Land Records for Queen Anne's County aforesaid, prior hereto.

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 tract or parcel of ground and premises unto and to the proper use and benefit of Margaret H. Cooper, her heirs and assigns forever.

PROVIDED, that if the said Lillian M. Smith, her 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 her part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Lillian M. Smith 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 Lillian M. Smith, for herself, and for her 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 Margaret H. Cooper, or or S. Scott Beck, of Chestertown, Maryland, her 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 Kent 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 vent 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 fee, 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 the sale of said property equal to the commission allowed trustees for making sale of said 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 Mortgagor, her personal representatives or assigns, or to whoever may be entitled to the same. But in case said Mortgage debt, interest and costs are paid after default (and also, 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 Lillian M. Smith, Mortgagor, for herself and for her heirs, personal representatives and assigns, does 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 Mortgagee, for herself, and for her heirs, executors, administrators and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured, the improvements on the hereby mortgaged land to the amount of at least their full insurable value, and to cause this policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Margaret H. Cooper, or her assigns, to the extent of her or their lien or claim hereunder.

AND the said Mortgagor, for herself and for her heirs, executors, administrators and assigns does 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 Mortgagor does further covenant that she will neither do, nor suffer to be done, pending the existence of this Mortgage, any act

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or thing whereby the said premises and land may be depreciated or lessened in value.

WITNESS my hand and seal.

TEST: Mary de S. Bond.

Lillian M. Smith (SEAL)

K. F. Sellers.

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, TO WIT:

I HEREBY CERTIFY, that on this 24th. day of August, in the year nineteen hundred and twenty-seven, before the subscriber, a Notary Public, of the State of Pennsylvania, in and for the City of Philadelphia, aforesaid, personally appeared Lillian M. Smith, and she acknowledged the foregoing Mortgage to be her act.

As witness my hand and Notarial Seal.

Notary Public Seal.

K. F. Sellers
Notary Public
Notary Public
My commission expires Feb. 27, 1929.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd. 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 Kent County aforesaid, personally appeared S. Scott Beck, Agent for Margaret H. 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 herein set forth. And he also made oath in due form of law that he is the duly authorized agent of the said Mortgagee to make this affidavit.

As witness my hand and Notarial Seal.

Notary Public Seal.

Alice R. Smith
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. #7, folios 146 etc., a Land Record Book for Queen Anne's County.

IN ESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 4th. day of March, A. D. nineteen hundred and thirty.

Seal's Place.

B. Hackett Turner.
CLERK.

REPORT OF SALE.
Filed April 2nd., 1930.

S. Scott Beck,
Attorney,

In the Circuit Court for
Queen Anne's County.

vs.

Lillian M. Smith.

In Equity. No. _____

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of S. Scott Beck, Attorney named in a Mortgage from Lillian M. Smith to Margaret H. Cooper, dated the 24th day of August, 1927, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber B. H. T. No. 7, Folio 146 etc., respectively shows:

That default having been made under said Mortgage by reason of the failure of the said Lillian M. Smith to pay the interest thereon as and when the same became due and payable and also by reason of the said Mortgagor's failure to pay the State and County taxes on said mortgaged real estate and when the same became due and payable, the said S. Scott Beck, Attorney, in conformity with the authority and power of sale in said mortgage contained, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in The Centreville Record, a Newspaper printed and published in Queen Anne's County, and also by advertisement inserted in the Kent News, a newspaper printed and published in Kent County, for at least twenty days before the day of sale, your Attorney, did pursuant to said notice, attend in front of the Court House Door in Centreville, Maryland, on Tuesday, April 1st, 1930, between the hours of two o'clock P. M. and two-thirty o'clock P. M., and offered the said mortgaged real estate at Public Sale and then and there sold the same to W. Walter Hollinsworth and Margie H. Hollingsworth, his wife, of Queen Anne's County, Maryland, at and for the sum of Eleven thousand Six hundred (\$11,600.00) Dollars, they being the highest bidders therefor, and which said property is described as follows:

All that tract, piece or parcel of ground, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the North-east side of the State Road leading from Church Hill to Chestertown, and on the Public Road leading from Union Church to Rolph's Wharf, and described as follows, to wit:

BEGINNING FOR THE SAME at a point in said State Road from Church Hill to Chestertown opposite a stone in the line of the land which the late Samuel R. Hurlock acquired as Parcel No. 1 in the deed from John F. Godwin to him, where it (the last mentioned land) adjoins the land acquired by the said Samuel R. Hurlock of William H. Hendrix, said point or place of beginning being at the distance of one perch from said stone and running thence with the said State Road South 53 degrees East 81.1 Perches to the intersection of the said road from Union Church to Rolph's Landing; thence with the last named road and the lands formerly of the Catlin heirs, North $20\frac{1}{2}$ degrees East 155 $\frac{2}{5}$ Perches; thence still with the said land formerly of the said Catlin heirs, North 56 degrees West 18 Perches; thence North 55 degrees West, 101 $\frac{2}{5}$ Perches to the Ford land; thence with said land South 35 degrees West 144 $\frac{1}{5}$ Perches to the Public Road and to meet the tenth line of the said other land of the said Samuel R. Hurlock at the end thereof; thence with the last line of the last mentioned land South 53 degrees East $77\frac{3}{5}$ Perches to the place of beginning, containing 127 Acres, 2 Roods of land, more or less.

It being the same property which was conveyed by Deed dated the 19th day of July, 1927, from Harriette M. Seney, Widow, et al, to the said Lillian M. Smith and which deed is recorded among the aforesaid Land Records of Queen Anne's County in Liber B. H. T. No. 7, Folio 146 etc.

AND YOUR Attorney further reports that the said W. Walter Hollingsworth and Margie H. Hollingsworth, his wife, have made satisfactory compliance with the terms of sale and he deems the sale to have been fairly made and prays the usual order thereon.

Respectfully submitted,

S. Scott Beck
Attorney.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of April, 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared S. Scott Beck, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

As witness my hand and Notarial Seal:

Alice R. Smith
Notary Public.

Notary
Public
Seal.

Filed April 2nd., 1930.

N I S I.

S. Scott Beck	}	IN THE CIRCUIT COURT
Attorney	}	FOR QUEEN ANNE'S COUNTY
vs.	}	IN EQUITY
Lillian M. Smith.	"	CHANCERY NO. 2811.

ORDERED, This 2nd day of April A. D., 1930, that the sale of the real estate made and reported in this cause by S. Scott Beck, Attorney, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of May next.

The Report states the amount of sales to be \$11,600.00.

B. HACKETT TURNER, Clerk.

Filed Apr. 2nd. 1930.

CERTIFICATE OF PUBLICATION
OF SALE.
Filed May 14th., 1930.

ATTORNEY'S SALE OF VALUABLE
REAL ESTATE

near Chestertown in Queen
Anne's County.

Under and by virtue of the power of sale contained in a Mortgage from Lillian M. Smith to Margaret H. Cooper, dated August 24, 1927, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 7, Folio 146 etc., the said S. Scott Beck, as Attorney named in said Mortgage, will offer at Public Sale in front of the Court House Door in Centreville, Maryland, on Tuesday, April 1st, 1930 between the hours of 2:00 p. m. and 2:30 p. m., all that farm known as the "Hurlock", "Seney", or "Smith", farm, situated in the Second Election District of Queen Anne's County, aforesaid, on the Northeast side of the State Road leading from Church Hill to Chestertown and on the public road leading from Union Church to Rolph's Wharf and containing 127 Acres and 2 Roods of Land more or less.

THE IMPROVEMENTS consist of a three story frame dwelling containing 15 rooms; combination Grain and Corn Crib with Grain Bins in the Second Story; combination Horse and Cow Stable with loft above; Meat House and Hen House; Stone Water Tower and Windmill and other necessary out-buildings.

THIS FARM, all of which is tillable, is in a high state of cultivation, being adapted to the growth of corn, wheat, tomatoes, peas and other farm products. There is 1 acre planted in Strawberries; 2 Acres in Asparagus; 5 acres planted in Grapes, as well as from 50 to 75 Fruit Trees consisting of Pears, Apples, Peaches and Cherries. There are also some English Walnut Trees.

THIS PROPERTY is ideally located on the State Road about two miles from Chestertown and is, therefore, convenient to churches, schools, railroad stations and Steamboat landings.

THE BUILDINGS are wired for electric lights, are in a fair state of preservation, the dwelling recently having been prepared and a new roof put on.

THIS IS one of the finest small farms in this section of Queen Anne's County and an excellent opportunity is offered by this sale to anyone seeking a profitable investment or a fine home.

TERMS OF SALE:-One third of purchase money cash on day of sale; one-third payable upon ratification of the sale and the remainder payable in six months from the day of sale or all cash at the option of the purchaser; deferred payments to bear interest from date of sale and to be secured to the satisfaction of the undersigned the right of possession to be made known on day of sale; the present

wheat crop is reserved. The purchaser will be required to pay the State and County taxes to be levied for the year 1930, as well as costs of title papers.

S. SCOTT BECK,
Attorney Named In Mortgage.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., May 1st, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Attorney's Sale in the case of S. Scott Beck, Atty, vs Smith, Chy #2811, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 1st day of April in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed May 4th., 1930.

NISI

S. Scott Beck, ATTORNEY
vs.
Lillian M. Smith.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2811.

ORDERED, This 2nd day of April, A. D., 1930, that the sale of the real estate made and reported in this cause by S. Scott Beck, Attorney, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of May, next.

The Report states the amount of sales to be \$11,600.

B. HACKETT TURNER, Clerk.

True Copy:
Test: B. HACKETT TURNER, Clerk.
Filed, April 2nd, 1930.

THE CENTREVILLE RECORD.

Centreville, Md., May 1st, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of S. Scott Beck, Attorney vs. Lillian M. Smith Chy #2811, 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 3rd day of May in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

M31368

STATEMENT OF MORTGAGE
INDEBTEDNESS.
Filed June 6th., 1930.

S. Scott Beck,	:	In the Circuit Court	
Attorney,	:		
	:	for	
vs.	:	Queen Anne's County.	
	:		
Lillian M. Smith.	:		
		In Equity.	No. 2811.

STATEMENT OF MORTGAGE DEBT.

Lillian M. Smith,

To Margaret H. Cooper, Dr.

To amount due under Mortgage dated August 24, 1927 from Lillian M. Smith to Margaret H. Cooper, said Mortgage being recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 7, Folio 146 etc.	\$10,000.00
To balance due on instalment of interest due on August 24, 1929,	89.00
To interest on Mortgage from August 24, 1929 to April 1, 1930.	<u>363.33</u>
Total amount due	\$10,452.33

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of June, 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared S. Scott Beck, Attorney and Agent for Margaret H. Cooper, Mortgagee, and made oath in due form of law that the above statement of mortgaged indebtedness is true to the best of his knowledge and belief and that he is the Attorney and Agent of the said Margaret H. Cooper, Mortgagee, duly authorized to make this affidavit.

As witness my hand and Notarial Seal:

Notary
Public
Seal.

ALICE R. SMITH
Notary Public.

FINAL ORDER RATIFYING
SALE.
Filed June 13th., 1930.

ORDER OF COURT.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 10th day of June, 1930, that the sale made and reported by S. Scott Beck, Attorney, as aforesaid, be, and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said Cause, and the Attorney is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

LEWIN W. WICKES

Filed June 13th., 1930.

REPORT AND ACCOUNT OF THE AUDITOR
 Filed July 2nd, 1930.

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

S. Scott Beck, attorney, ()
 versus () Cause No. 2811.
 Lillian M. Smith. ()

To the Honorable, the Judges of said court:

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

That this cause is one had for the foreclosure of a mortgage and the proceeds of the mortgage sale are more than sufficient for the payment of the costs of the sale and the mortgage claim.

That in the within account S. Scott Beck, the party making the mortgage sale under the power conferred upon him by the mortgage is first charged with the gross amount of the sale made by him per his report of sale filed, and is then there-out allowed as follows; his commissions, per terms of mortgage for making the sale, the costs of advertising the notice of the sale and the several orders nisi of the cause, costs of fire insurance obtained for the mortgagee on mortgaged property, taxes unpaid by the mortgagor for two years, the cost of his bond filed herein, the charges of the auctioneer for crying the sale, and the court costs of the cause and fee of the auditor.

That then the mortgagee is allowed her claim in full and the balance then remaining is left subject to the future order of the court.

Which is respectfully submitted,

MADISON BROWN,
 auditor.

June 30, 1930.

Cause No. 2811.

The proceeds of the sale of the mortgaged real estate of Lillian M. Smith, mortgagor, in account with S. Scott Beck, attorney named in the mortgaged described in the proceedings of this cause and as such the party making the mortgage sale of this cause.

1930	Cr.	
Apr.		
1.	By gross amount of the mortgage sale, per report of sale filed April 2, 1930, to wit:	\$11,600.00
<hr/>		
	Dr.	
" "	To S. Scott Beck, party making the sale, for his commissions for so doing, per terms of the mortgage, to wit: the sum of	\$509.00
	To do., for costs of advertising notice of the sale and order nisi thereon in Centre-ville Record, the sum of	59.00
	To do., for the costs of advertising notice of sale in Kent News, the sum of	20.00
	To do., for the cost of premium of his bond with corporate surety thereon filed herein, the sum of	45.00
	To do., for the amount paid Notary Public for costs of affidavits etc., to papers filed, the sum of . . . . .	.50
	To do., for amount of state & county taxes on mortgaged property for years 1928 & 1929 unpaid by the mortgagors, the sum of	376.50
	To do., for the costs of insurance against fire obtained by him for mortgagee on improvements on mortgaged real estate, the sum of	64.12

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To do., for the charges of J. E. Anthony, auctioneer for crying the sale made, the sum of	\$25.00	
To do., for the cost of advertising the order nisi to be passed as to this audit, the sum of	3.00	
To do., for the court costs of this cause per the statement of the clerk as follows:		
Costs of B. H. Turner, clerk,	19.75	
Appearance fee of S. Scott Beck,	10.00	29.75
To Madison Brown, auditor, for stating this account:		13.50
To Margaret H. Cooper, mortgagee, in full of the amount due her under mortgage on day of sale per her statement of claim filed, sum of	\$ 10,452.33	
To balance to remain subject to the order of the court, the sum of		2.30
	\$11,600.00	\$11,600.00

June 30, 1930.

Filed July 2nd, 1930.

MADISON BROWN

auditor.

NISI RATIFICATION OF AUDIT

S. Scott Beck, Attorney	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Lillian M. Smith	)	IN EQUITY
	)	CASE NO. 2811

ORDERED, This second day of July 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 July 1930; provided a copy of this order be published once a week in each of two successive weeks before the 19th day of July, 1930 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed July 2nd. 1930.

SUPPLEMENTAL REPORT
Filed July 19th, 1930.

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

S. Scott Beck, attorney,	)	Chancery Docket,
vs.)	
Lillian M. Smith	)	Cause No. 2811.

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:
That this report is intended to be a supplemental report to the report of the auditor attached to the audit heretofore filed in said cause and is made because said audit and report do not state that S. Scott Beck, the party making the sale of the cause, exhibited to the auditor his vouchers for the allowances made him in the audit.
The auditor now reports to the court that the said vendor has exhibited to the auditor the following vouchers for his allowances which have been returned by the auditor to the vendor, to wit:

Account of The Centreville Record with a receipt thereon for the costs of advertising sale and order nisi thereon for	\$59.00
Account of Kent News with a receipt thereon for costs of advertising the sale for	20.00
The receipt of the National Surety Company, corporate surety on bond of vendor for costs of the bond for	45.00
the receipt of Alice R. Smith for notary fees of vendor for	.50
Two accounts each with a receipt thereon of collector of taxes for taxes due by Lillian M. Smith amounting to	376.50
Account of William Belt Townshend for insurance for which account is receipted.	64.12
Receipt of J. E. Anthony for auctioneer's fee for	25.00
Account with a receipt thereon of Centreville Record for costs of advertising order nisi as to audit for	3.00
Statement of costs of Clerk of Court with his receipt thereon for court costs of his cause for	29.75
Receipt of Madison Brown, auditor, for his fee of said audit for	13.50

Which is respectfully submitted,

MADISON BROWN
auditor.

To B. H. Turner, clerk:

Please file this report and attach the same to the audit heretofore filed.

MADISON BROWN
auditor.

July 19, 1930.

Filed July 19th, 1930.

CLERK'S CERTIFICATE.

S. Scott Beck
attorney

Vs.

Lillian M. Smith.

In the Circuit Court
for Queen Anne's County,
in Equity.
No. 2811 Chy.

I HEREBY CERTIFY, that no objections to the ratification of the Audit have been filed in the above entitled proceedings, and that all taxes costs, as stated in the Auditor's Account filed in this cause on the 2nd day of July, 1930 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 have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed, this 12th day of August, 1930.

Seal's
Place.

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

NISI RATIFICATION OF AUDIT
Filed Aug. 12th, 1930.

NISI RATIFICATION OF AUDIT

S. Scott Beck, Attorney
vs.
Lillian M. Smith

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

Case No. 2811.

ORDERED, This second day of July 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 July, 1930; provided a copy of this order be published

once a week in each of two successive weeks before the 19th day of July, 1930 in some newspaper printed and published in Queen Anne's County.

Test:

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

Filed July 2nd, 1930.

THE CENTREVILLE RECORD

Centreville, Md., Aug. 12, 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of S. Scott Beck, Attorney vs. Lillian M. Smith, Case #2811 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 19th day of July in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins

FINAL ORDER OF RATIFICATION
Filed Sep. 15th, 1930.

ORDERED, this 14th day of August, 1930, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing Account and Report 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 annexed Order Nisi; and the Attorney is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

LEWIN W. WICKES

Filed Sep. 15th, 1930.



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CHANCERY CAUSE No. 2805.

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

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

James O. Murphy, as mortgagee and assignee of a mortgage from John W. Seney and wife,

vs.

John W. Seney and Mary R. Seney, his wife.

)
(
)
(
)
(

Cause No.

To B. H. Turner, Clerk:

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

- (1) Certified copy of mortgage from John W. Seney and Mary R. Seney to James O. Murphy and James Randolph Murphy dated December 20, 1927, and recorded in Liber B. H. T. No. 7, on folio 28, a land record in your office, and also a copy of the assignment from James Randolph Murphy to James O. Murphy.
- (2) The bond, which accompanies this order, from James O. Murphy to the State of Maryland in the sum of two thousand dollars containing the condition required by law of the foreclosure of said mortgage.

Enter my appearance for the plaintiff.

Madison Brown.

CERTIFIED COPY OF
MORTGAGE.
Filed January 24th, 1930.

#12,826. 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 mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this twentieth day of December, in the year nineteen hundred and twenty seven, between John W. Seney, of Queen Anne's County, State of Maryland, party of the first part, Mary Rl Seney, his wife, party of the second part, and James Oscar Murphy and James Randolph Murphy, of the same place, parties of the third part.

WHEREAS, the said John W. Seney is justly indebted unto the parties of the third part in the full sum of one thousand dollars, which they, as joint tenants and owners of said sum have loaned unto him and for which he has drawn and passed unto them his promissory note for the sum of one thousand dollars, bearing date December 20th. 1927, and payable to the order of the parties of the third part as joint tenants six months after date at the farm of the said James O. Murphy whereon he now resides, with interest from date, which note the parties of the third part hereby agree to renew for a period of two years fro six months for each renewal, provided the interest on the said debt shall not become in arrears and the request for renewal is made before maturity of any note outstanding and is completed before maturity or at maturity of the outstanding note to be renewed. Note: this note bears across its face these words written in red ink: "secured by a mortgaged dated December 20, 1927, to payees from the maker, John W. Seney."

WHEREAS it was a condition precedent to the said loan that the said note and each and every renewal thereof which may be made should be secured by this mortgage.

NOW THEREFORE THIS MORTGAGE WITNESSETH: that the said John W. Seney and Mary R. Seney, his wife, in consideration of the premises and of the sum of one dollar, do hereby grant and convey unto the said James Oscar Murphy and James Randolph Murphy,

their heirs and assigns, as joint tenants and not as tenants in common, all that lot of land or farm situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the west side of the public road leading from Roesville to Price Station, adjoining the land of Harry M. Cecil (formerly that of Catherine Brice) the land of Oliver Newnam, on either side, and the land of another in the rear, and more particularly described as follows, to wit:-

BEGINNING for the same in the middle of said road at a point opposite a post set in the ground on the west side of said road in the north east corner of the land hereby conveyed and in the northwest corner of said land of Harry M. Cecil, and running thence with the said road north forty degrees west, 56.8 perches; thence south forty two degrees west, nine perches to a point in the middle of said road a corner for the land of Oliver Newnam, thence south forty eight degrees west 4.5 perches to a point marked by a stone; thence south forty one degrees east, 46.25 perches to a point in the line of the land of Harry M. Cecil; thence north sixty one degrees east, 83.20 perches to the place of beginning, containing 28 acres and 91 square perches of land, more or less; being the same land granted unto the said John W. Seney by Frank O. Meeds, and others, by a deed dated August 24, 1912, and recorded in Liber W. F. W. No. 2, fol. 256, a land record book of Queen Anne's County aforesaid, from which deed the above description is taken.

TOGETHER with the improvements thereon and thereof and all the roads, rights, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John W. Seney, his heirs, executors, administrators and assigns shall well and truly pay to the parties of the third part, and unto the survivor of them or unto their assigns, or unto the executors, administrators and assigns of the survivor of them, the sum so loaned as above set forth, and the above described note and each and every renewal of said note which hereafter may be made and accepted at maturity of the same, then this mortgage shall be void.

AND said John W. Seney hereby covenants to and with the parties of the third part and their assigns, and to and with the survivor of them, his executors, administrators and assigns, to pay as they severally fall due the debt and notes hereby secured, all taxes, assessments, public dues and charges levied thereon and on the property above described, all costs and attorney's commissions incurred by the holder of this mortgage, in the collection of any note secured hereby, and that no act nor thing shall be done whereby the mortgaged premises may be depreciated or lessened in value.

AND it agreed that until default in the terms hereof shall be made, the party of the first part, his heirs and assigns, shall possess said property.

AND it is agreed that whenever default shall occur in any covenant herein contained then it shall be lawful for the parties of the third part, and their assigns, and for the survivor of them, his executors, administrators and assigns, or in lieu of their so doing or on their failure to so do then for Madison Brown, attorney at law, of said county, to sell the mortgaged premises at public sale, on such terms as the vendor may desire, after having given twenty days previous notice of the time, place, manner and terms of sale in some newspaper published in said county, and to apply the proceeds of sale in the following manner, to wit: first, to the expenses incident to the said sale, including as a part thereof compensation to the vendor of a sum of money equal to eight per centum of the gross sale; then to the payment of any note then unpaid and secured hereby, whether the same shall have then matured or not, and lastly, to pay the balance of the sale to the said John W. Seney or to the person then entitled to same.

AND it is also agreed that in event of any sale under the power of sale above expressed all annual crops, pitched, planted or growing on the land sold shall pass to the purchaser of the said land as part thereof.

AND it is also agreed that when the bond required by law as a condition to the exercise of the power of sale above mentioned has been duly filed, the holder of these presents or the said Madison Brown, shall not be required to accept the principal debt and interest then due unless the tender of the same be accompanied by all costs incident to the foreclosure proceeding and a sum of money for the party filing the bond and for his compensation equal to one half of the commissions above mentioned calculated on the amount of the principal debt then outstanding.

IN WITNESS WHEREOF the parties of the first and second part hereunto do set their hands and seals day and year first above written.

Test: Robert Coursey.

John W. Seney. (SEAL)
Mary R. Seney. (SEAL)

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

I hereby certify that on this 20th. day of December, in the year nineteen hundred and twenty seven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John W. Seney and Mary S. Seney, his wife, and they did each acknowledge the foregoing mortgage to be their respective act; and that at the same time also personally

appeared before me one Madison Brown, agent of the said James Oscar Murphy and James Randolph Murphy above named mortgagees, and he did make oath in due form of law that he is the agent of the said mortgagees and 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 day and year above written.

Robert Coursey. (SEAL)
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the fifteenth day of January, in the year nineteen hundred and thirty, the following assignments was brought to be recorded, to wit:-

I hereby assign this the within and foregoing mortgage and the debt thereby secured and all my right, title, interest and estate therein unto James O. Murphy.

Witness my hand and seal this 13th. day of January, in the year nineteen hundred and thirty.

Test: Kirk Murphy.

James Randolph Murphy. (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. No. 7, fol. 428, 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 24th. day of January, in the year 1930.

Seal's
Place.

B. Hackett Turner
Clerk.

CERTIFIED COPY OF BOND.
Filed January 24th, 1930.

Queen Anne's County, to wit: Be it remembered that on the 24th. day of January, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, James O. Murphy, of Queen Anne's County in the State of Maryland, and the THE AMERICAN SURETY COMPANY OF NEW YORK, a corporation duly created by and existing under the laws of the State of New York with legal authority to become sole sureties on the bonds of trustees, are held and firmly bound unto the State of Maryland in the full and just sum of two 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 every of us, our and every of our heirs, executors, administrators, successor and assigns, in the whole and for the whole jointly and severally firmly by these presents.

SEALED with our seals and dated this 24th day of January in the year nineteen hundred and thirty.

WHEREAS John W. Seney and Mary R. Seney, his wife, by a mortgage dated December 20, 1927, and recorded in Liber B. H. T. No. 7, a land record book of Queen Anne's County, State of Maryland, on folio 428, made to secure the payment of one thousand dollars and certain interest thereon, did grant the land and property in said mortgage described unto the said James O. Murphy and one James Randolph Murphy;

WHEREAS the said James Randolph Murphy has assigned said mortgage unto the said James O. Murphy by his assignment made upon said mortgage and duly recorded.

WHEREAS the said mortgagees and their assigns are by the terms of said mortgage authorized and empowered to sell the mortgaged property, in case default shall occur in any of the covenants contained in said mortgage, and

WHEREAS default has occurred in the covenants of said mortgage by reason of the non-payment of the principal debt secured by said mortgage at the time named therein for the payment of the same, by reason of the non-payment of certain interest now overdue under the terms of said mortgage, and by reason of the non-payment of the state and county taxes levied upon the mortgaged property for the year, 1929, and now in arrears, and

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WHEREAS the said James O. Murphy as both mortgagee and assignee of said mortgage is about to sell the mortgaged property under the power of sale therein contained as aforesaid, because of default in the covenants of said mortgage as above set forth.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: that the above bound James O. Murphy shall well and truly abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of said mortgaged property or the proceeds thereof, then this obligation shall be void, otherwise, the same shall be and remain in full force and virtue in law.

James O. Murphy (SEAL)

Signed, sealed and delivered in the presence of

THE AMERICAN SURETY COMPANY OF NEW YORK
By Madison Brown
its attorney in fact.

J. R. Murphy

Countersigned
By J. Lemuel Roberts
Corporate Seal.

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

Security approved and Bond filed January 24th. 1930.

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. 60 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 24th. day of January, in the year 1930.

Seal's Place.

B. Hackett Turner,
Clerk.

REPORT OF SALE.
Filed February 12, 1930.

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

James O. Murphy, mortgagee and assignee,)
vs.) Cause No. 2805.
John W. Seney and Mary R. Seney, his wife,)

To the Honorable, the Judges of said Court:

The report of James O. Murphy, the plaintiff of the above cause, who hereinafter refers to himself as plaintiff, unto Your Honors respectfully sets forth:

That John W. Seney and Mary R. Seney, his wife, by a mortgage dated December 20, 1927, and recorded in Liber B. H. T. No. 7, a land record book of said county, on folio 428, conveyed certain land which is hereinafter described unto James Oscar Murphy and James Randolph Murphy to secure unto them the payment of the promissory note of the mortgagors payable to the order of the mortgagees six months after date, the date being December 20, 1927, and the note being for one thousand dollars; that prior to the first notice of sale hereinafter mentioned James Randolph Murphy assigned said mortgage unto your plaintiff, who is the James Oscar Murphy of said mortgage; that time of payment of said debt was extended to December 20, 1928, that same remains unpaid with interest due thereon from June 20, 1929.

That prior to the advertisement of the notice of sale hereinafter mentioned default occurred in the terms of said mortgage by reason of the non-payment on December 20, 1929, of the said principal mortgage debt and of six months interest due thereby on December 20, 1929, and by reason of the non-payment on December 31, 1929, state and county taxes due that day on the mortgaged property, which taxes the mortgagors by the terms of said mortgage covenanted to pay.

That prior to the time of the sale hereinafter mentioned the plaintiff filed with the Clerk of this Court a bond executed by himself as principal and by the American Surety Company of New York, a corporation, as surety in the penal sum of two thousand dollars, containing that condition prescribed by the law of Maryland in relation to the exercise of the power of sale in said mortgage contained; that said bond was filed and approved by the Clerk on January , 1930; that a certified copy of said mortgage has been filed in this cause.

That the plaintiff gave notice of the time, place, manner and terms of the sale hereinafter mentioned by advertisement in the Centreville Record, a newspaper published in said county, the first advertisement of said notice of sale appearing in the issue or edition of said paper of January 16, 1930, and for more than twenty days previous to the day of sale; that said notice also appeared in the edition or issue of said paper of January 23, 1930, January 30, 1930, February 6, 1930; that notice of said sale was also advertised in the Centreville Observer, another weekly newspaper published in said county.

That pursuant to said notice of sale your plaintiff did attend on Tuesday, February 11, 1930, at the hour of 2 o'clock P. M. in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, and did and then there offer at public sale to the highest bidder on the terms of sale set forth in said advertisement or notice of sale, all the real estate described in and conveyed by said mortgage, a description of said mortgaged property being hereinafter set forth in this report, and your plaintiff did then and there in exercise of the power and authority of sale conferred upon him by said mortgage sell said mortgaged real estate unto James B. Newnam of Kent County, he being then and there the highest bidder for said property for the sum of seventeen hundred sixty dollars.

The mortgaged property so sold being all that lot of land called or known as "John W. Seney's farm" situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the west side of the public road leading from Roesville to Price's Station, adjoining on one side the land of Harry M. Cecil, and on the other side the home property of Oliver Newnam, and being contained in the following metes and bounds, courses and distances, to wit:

BEGINNING for the same in the middle of said road at a point opposite a post set in the ground on the west side of said road in the north-east corner of said land and in the northwest corner of the land of Harry M. Cecil and running thence with the said road north 40 degrees west, 56.8 perches; thence south 42 degrees west, 9 perches to a point in the middle of said road a corner for the land of Oliver Newnam; thence south 48 degrees west, 4.5 perches to a point marked by a stone; thence south 41 degrees east, 46.25 perches to a point in the line of the land of Harry M. Cecil; thence north 61 degrees east, 83.20 perches to the place of beginning, containing 28 acres and 9 square perches of land, more or less.

That your plaintiff filed herewith as part hereof a copy of the advertisement or notice of sale as published in the Centreville Record duly certified to as to publication by the publishers of said paper.

That the said James B. Newnam purchased as aforesaid has not yet made any compliance with the terms of sale.

Amount of sale is the sum of \$1760.00.

Which is respectfully submitted,

James O. Murphy
mortgagee and assignee and vendor.

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

I hereby certify that on this 11th day of February in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public, of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James O. Murphy, 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 set forth as made was fairly made.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my Notarial seal the day and year above written.

Notary
Public
Seal.

Lida Hopkins
Notary Public.

Filed February 21th, 1930.

N I S I

James O. Murphy, mortgagee
and assignee

VS.

John W. Seney and
Mary R. Seney, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2805.

ORDERED, This 12th. day of February, A. D., 1930, that the sale of the real estate made and reported in this cause by James O. Murphy, mortgagee and assignee and vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th. 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 18th day of March next.

The Report states the amount of sales to be \$1760.00.

B. HACKETT TURNER

Clerk.

Filed Feby. 12th. 1930.

CERTIFICATE OF PUBLICATION
OF SALE OF FARM.
Filed February 12th, 1930.

PUBLIC SALE OF SMALL FARM.
near Price Station, Maryland

Default having occurred in covenants of the mortgage from John W. Seney and Mary R. Seney, his wife, to James O. Murphy and James Randolph Murphy, dated December 20, 1927, and recorded in Liber B. H. T. No. 7, a land record book of Queen Anne's County, Maryland, on folio 428, and by James Randolph Murphy assigned to James O. Murphy, the undersigned, James O. Murphy as mortgagee and assignee of said mortgage will sell, in execution of the power of sale therein contained at public sale in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland on Tuesday, Feb. 11th, 1930, at the hour of 2 o'clock, P. M. all that lot of land or farm known as "John W. Seney's Farm", situated in the second Election District of Queen Anne's County, Maryland, on west side of public road leading from Price's Station to Roesville, adjoining on one side the land of Harry M. Cecil, and on the other side the home property of Oliver Newnam, containing 28 Acres and 91 Square Perches of Land more or less.

The entire tract is arable and ready for cultivation and contains a cattle shed. This farm is located close to Price's Station, and a purchaser could make a nice home thereon. Land is fully described in the said mortgage.

TERMS OF SALE-One third cash, balance in six and twelve months or all cash as purchaser may elect at time of sale. Credit payments to bear interest from day of sale and to be secured to satisfaction of undersigned. A deposit equal to one third of the sale will be required of purchaser at time and place of sale. Possession given as soon as terms of sale have been complied with.

JAMES O. MURPHY,
Mortgagee and Assignee.

Madison Brown
Attorney for Collection.

THE CENTREVILLE RECORD

Centreville, Md., Feb. 11, 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Public Sale in the case of J. O. Murphy, mortgagee & assignee vs. John W. Seney & Mary R. Seney 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 before the 11 day of Feb in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

Dates of advertisement
Jan. 16, 1930-Jan. 23-; 930-Jan. 30-1930-
Feb. 6-1930.

PETITION OF JAMES B. NEWNAM AND HARRY W. NEWNAM TO HAVE HARRY W. NEWNAM SUBSTITUTED AS PURCHASER OF THE REAL ESTATE SOLD IN THE ABOVE CAUSE IN THE PLACE OF JAMES B. NEWNAM. Filed February 28th, 1930.

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

James O. Murphy, mortgagee and assignee, vendor,)
vs. (Cause 2805.
John W. Seney and Mary R. Seney.)

To the Honorable, the Judges of said Court:

The petition of James B. Newnam unto Your Honors respectfully sets forth:

That as will appear from the report of sale filed in the above cause that your petitioner became the purchaser of the mortgaged property reported sold on February 11, 1930, for the sum of seventeen hundred sixty dollars (\$1760.00).

That the property at the sale mentioned was truck off to your petitioner as purchaser, but as a matter of fact, your petitioner bought the property for Harry W. Newnam, his brother, and intended to ask the vendor to report the said Harry W. Newnam as purchaser, but inadvertently failed to do so, and the report of sale was filed by the vendor before he had notice of the desire of your petitioner to have Harry W. Newnam as purchaser.

Your petitioner, therefore, prays Your Honors to pass an order substituting Harry W. Newnam above mentioned as purchaser of said property.

Respectfully submitted,

J. B. Newnam

To the Honorable, the Judges of said Court:

I, Harry W. Newnam, the undersigned, having read the above petition, do hereby agree that I shall be substituted as purchaser of said property in the place and stead of James B. Newnam, and I hereby agree to pay the purchase money for said property, in accordance with the terms of sale.

Harry W. Newnam.

To the Honorable, the Judges of said Court:

I, James O. Murphy, the party making the sale in the above entitled cause, do hereby agree that Harry W. Newnam shall be substituted by an order of this Honorable Court as purchaser of the property sold in this cause in the place and stead of the said James B. Newnam.

James O. Murphy, mortgagee, assignee
vendor,
by Madison Brown, his attorney,
who has the express authority of
James O. Murphy to sign his name
to this consent.

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The foregoing petition of James B. Newnam and consent thereto annexed of Harry W. Newnam and of James O. Murphy, (the party making the sale reported in the above entitled cause) have been read and considered.

It is thereupon on this 1st day of March in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, adjudged, ordered and decreed that Harry W. Newnam aforesaid, be and he is hereby substituted as purchaser of the real estate reported as sold in this cause unto James B. Newnam in the place and stead of the said James B. Newnam, and that James O. Murphy, the party making the sale mentioned, is hereby authorized, empowered and directed to convey upon the payment in full of the purchase money of seventeen hundred sixty dollars mentioned in the report of sale unto him, the said James O. Murphy, but not before the property described in the report of sale as sold unto the said James B. Newnam, and in the same manner and as fully and as effectually as if the said Harry W. Newnam had been the purchaser at the sale mentioned in the report of sale in the stead of the said James B. Newnam.

Filed March 1st., 1930.

LEWIN W. WICKES

STATEMENT OF MORTGAGE DEBT.
Filed Apr. 25th, 1930.

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

James O. Murphy,
mortgagee and assignee,

Vs.

Cause No. 2805.

John W. Seney, and
Mary R. Seney, his wife.

Statement of the indebtedness due under the mortgage from John W. Seney to James Oscar Murphy and James Randolph Murphy, dated December 20, 1927, and recorded in Liber B. H. T. No. 7, fol. 428 (being the mortgage mentioned in said cause) on February 11, 1930, day of sale of said cause.

John W. Seney, mortgagor of said mortgage,
to James Oscar Murphy, mortgagee named in mortgage mentioned in the above cause,
and assignee of James Randolph Murphy, the other mortgagee of said mortgage, Dr.

1930		
Feb. 11.	To amount of the principal mortgage debt due under said mortgage on Feb. 11, 1930, day of sale mentioned, to wit: the sum of	\$1,000.00
	To interest for six months due thereon on Dec. 20, 1929, not paid at maturity,	30.00
	To interest on \$1,000.00 from Dec. 20, 1929, to Feb. 11, 1930,	8.50
		\$1,038.50
	To 5 per cent. attorney's commissions thereon due to Madison Brown in whose hands said mortgage was placed for collection prior to institution of suit,	51.93
	Total debt due excluding unpaid taxes	\$1,090.43

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

I hereby certify that on this 25th day of April in the year nineteen hundred and thirty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, attorney of James O. Murphy, mortgagee and assignee above mentioned, and the attorney above mentioned, and he did make oath in due form of law that the foregoing statement is a true statement of the mortgage indebtedness due by the mortgage mentioned in the above entitled cause unto the holder of the mortgage, James O. Murphy, on February 11, 1930, the day of sale of said cause.

Filed Apr. 25th, 1930.

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

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Apr. 25th, 1930.

ORDER NISI

James O. Murphy, mortgagee and
assignee
vs.
John W. Seney and Mary R. Seney,
his wife; Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2805.

ORDERED, This 12th day of February, A. D., 1930, that the sale of the real estate made and reported in this cause by James O. Murphy, mortgagee and assignee and vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of March next.

The Report states the amount of sales to be \$1760.00.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Feb. 12th, 1930.

THE CENTREVILLE RECORD

Centreville, Md., April 25, 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of James O. Murphy mortgagee & assignee vs. John W. Seney & Mary R. Seney #2805, 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 (st issue Feb. 12/30) before the 18 day of March in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

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

James O. Murphy, assignee, et al.)
vs.) Cause No. 2805.
John W. Seney, et al.)

Report as to Payment of Purchase Money.

To the Honorable, the Judges of said Court:

The report of James O. Murphy, plaintiff of above cause, and party making sale of the real estate in said cause reported sold, by Madison Brown, his attorney, unto Your Honors respectfully sets forth:

That Harry W. Newnam reported substituted purchasers has fully paid the entire purchase money of \$1760.00 set forth in the report of sale, since the filing of the original report of sale.

Respectfully submitted,

Madison Brown, atty for James O. Murphy.

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this 26th. day of April, 1930, before me, the undersigned, personally appeared Madison Brown, above named, and made oath in due form of law the matters and things set forth in the

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aforegoing report are true as therein stated to the best of his knowledge and belief.

Sworn to before

B. Hackett Turner, Clerk.

on Apr. 26th, 1930.

Filed Apr. 26th, 1930.

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

James O. Murphy, assignee and mortgagee,

vs.

John W. Seney and Mary R. Seney.

Cause No. 2805.

Ordered, on this 28th day of April in the year nineteen hundred and thirty, 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 described and set forth in the within and foregoing report of sale as made by James O. Murphy as mortgagee and assignee of the mortgage described in said 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 February 12, 1930, in this cause in relation to said sale.

And it is further ordered that the papers and proceedings of the above entitled cause, be and they are hereby referred to J. H. C. Legg as special auditor with instructions to him to state and return to this court in due time an account between the proceeds of said sale and the said James O. Murphy.

LEWIN W. WICKES

Filed April 29th, 1930.

AMENDED STATEMENT OF MORTGAGE DEBT

Filed Sept. 12th, 1930.

Amended and corrected statement of mortgage debt.

Amount of debt brought forward	\$1,090.43
To this should be added interest due June 20, 1929	30.00
Which interest was omitted by error in making out previous statement foregoing.	
To which is to be added five per cent. commissions of Madison Brown on \$30.00, said interest	<u>1.50</u>
Total corrected debt	\$1,121.93

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

I hereby certify that on this 12th. day of September in the year 1930, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James O. Murphy and he did make oath in due form of law that the foregoing amended statement of mortgage debt is a true statement of the debt.

Sworn before.

B. HACKETT TURNER Clerk.

Filed Sept. 12th, 1930.

REPORT AND ACCOUNT OF SPECIAL AUDITOR.

Filed Sept. 24th, 1930.

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

James O. Murphy, assignee of mortgage,

vs.

John W. Seney, mortgagor.

Cause No. 2805.

To the Honorable, the Judges of said Court:

The report of J. H. C. Legg, special auditor to state the within account under order of court passed on the report of sale herein filed, unto Your Honors respectfully sets forth:

That the proceedings of this cause were had for the foreclosure of a mortgage and the sale of the cause amounts to more than enough to pay the mortgage debt and the costs of the sale.

That your auditor knows that John W. Seney, the mortgagor, has been since the making of the mortgage mentioned in this cause adjudicated a bankrupt, that at the time of said adjudication he owned the mortgaged land or the proceeds of the sale thereof, that the trustee in bankruptcy has not filed a claim for the net proceeds of this cause and in the within account the auditor has distributed the surplus mortgage sale to no one but has left the same subject to the future order of the court in order that the trustee may yet file his claim for said surplus.

That in the within account the said James O. Murphy, the assignee of the mortgage mentioned in this cause and as such the vendor of the cause, is charged with the gross amount of the sale made and reported by him and is then thereout allowed his compensation for making the sale per terms of said mortgage, the court costs of the cause, per receipted statement and the costs of advertising the notice of sale in two newspapers and costs of advertising the several orders nisi of the cause, the costs of his bond, the charges of the auctioneer for selling the property and the amount of the State and County taxes on the property sold in arrears at the time of the mortgage sale.

Then the assignee of the mortgage is allowed the amount due to him as the mortgage debt under said mortgage on the day of sale.

That the balance then remaining after these allowances is left subject to the order of the court for the reason stated above.

Which is respectfully submitted.

J. H. C. LEGG
Special auditor.

Cause No. 2805.

The proceeds of the sale of the mortgaged real estate of John W. Seney, mortgagor, in account with James O. Murphy, assignee of mortgage mentioned in this cause and as such the vendor selling the mortgaged property.

1930,
Feb. 11,

CR.

By amount of the gross sale of said property
per report of sale filed, to wit: sum of \$1,760.00

DR.

- To James O. Murphy, the vendor, for his commissions for making the sale, per terms of the mortgage, 8 per cent. of the gross sale, to wit: sum of \$ 140.80
- To do., for the court costs of this cause per statement of Clerk:
Costs of B. H. Turner, Clerk, paid him, \$20.00
Appearance fee of Madison Brown, 10.00 30.00
- To do., for costs of advertising in Centreville Record notice of sale and order nisi thereon, per account for same exhibited, to wit: sum of 43.25
- To do., for costs of advertising in Centreville Observer notice of sale per account for same receipted exhibited, to wit: the sum of 38.25
- To do., for the amount paid J. E. Anthony for crying the sale per receipt for same exhibited, to wit: the sum of 20.00
- To do., for the costs of his bond paid corporate surety thereon per account for same receipted exhibited, to wit: the sum of 10.00
- To do., for State and County taxes for year 1929 in arrears at the time of sale, paid per account for same receipted exhibited, to wit: 26.20
- To do., for costs of advertising order nisi to be passed as to this account, to wit: sum of 3.00
- To James O. Murphy, assignee of mortgage in full payment of the mortgage debt due him on day of sale, per statement of mortgage debt filed 1,121.93

Ms 1368

To J. H. C. Legg, special auditor, for stating this account, the sum of . . . . .	.9.00	
To balance to remain subject to future order of court, to wit: the sum of	<u>317.57</u>	
	\$1,760.00	\$1,760.00)

September 13, 1930.

J. H. C. LEGG
special auditor.

NISI RATIFICATION OF AUDIT

James O. Murphy, Assignee	}	IN THE CIRCUIT COURT
VS.		FOR QUEEN ANNE'S COUNTY
John W. Seney, mortgagor.		CASE NO. 2805. IN EQUITY

ORDERED, this 24th. day of September in the year nineteen hundred and thirty that the Report and Account filed in these proceedings by J. H. C. Legg, Special Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 18th day of October 1930; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of October 1930 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Sept. 24th. 1930.

PETITION
Filed Nov. 11th, 1930.

James O. Murphy, Assignee.	}	In the Circuit Court
VS.		for
John W. Seney, Mortgagor.		Queen Anne's County, In Equity, Cause No. 2805.

To the Honorable, the Judges of said Court:-

Your Petitioner, Edwin H. Brown, Jr., Trustee of John W. Seney, Bankrupt, respectfully sets forth:-

First, that the said John W. Seney was adjudicated bankrupt on the 27th day of February, 1930.

Second, that your Petitioner was appointed Trustee of the Bankrupt estate of John W. Seney on the third day of April, 1930 and qualified as said Trustee as will appear by certificate of the Clerk of the United States District Court, filed herewith as part of this Petition.

Third, that it will appear from the report and account of J. H. C. Legg, special auditor, in the above cause, filed therein on the 24th day of September, 1930, that due to the fact that John W. Seney had been adjudicated a bankrupt, the balance of the proceeds of sale, after deducting the cost, mortgage, debt and interest, amounting to three hundred and seventeen dollars and fifty seven cents, was held, subject to further order of this Court.

Fourth, that your Petitioner claims this balance as Trustee in Bankruptcy of said John W. Seney and therefor prays this Court to pass an order directing the Assignee to pay over to your Petitioner the said sum of three hundred and seventeen dollars and fifty seven cents and to take his release therefor.

Respectfully submitted,

EDWIN H. BROWN JR.
Trustee of John W. Seney, Bankrupt.

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

I hereby certify that on this 11th day of November, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Edwin H. Brown, Jr., Trustee of John W. Seney, Bankrupt 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 set forth.

Notary
Public
Seal.

LIDA HOPKINS
Notary Public.

EXHIBIT
Filed Nov. 12th, 1930.

UNITED STATES OF AMERICA)
DISTRICT OF MARYLAND) to wit:

I, Arthur L. Spamer, Clerk of the District Court of the United States for the District of Maryland, do certify that Edwin H. Brown Jr. was on the 3rd day of April, 1930, appointed Trustee of the Bankrupt estate of John W. Seney

And I do further certify that the said Trustee has qualified as such by filing the required bond, which has been duly approved.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of said District Court, this 7th day of November, 1930

Seal's
Place.

ARTHUR L. SPAMER
Clerk.

ORDER OF COURT
Filed Nov. 12th, 1930.

James O. Murphy, Assignee.

VS.

John W. Seney, Mortgagor.

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

Cause No. 2805.

ORDER OF COURT

ORDERED on the foregoing Petition, Exhibit and affidavit, this 12th day of November, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity and by the authority thereof that James O. Murphy, Assignee of Mortgage, in cause No. 2805 be and he is hereby directed to pay over unto Edwin H. Brown, Jr., Trustee of John W. Seney, Bankrupt, the sum of three hundred and seventeen dollars and fifty seven cents, being the balance in the hands of said Assignee as per Audit filed in this cause on the 24th day of September, 1930 and to take a release from said Trustee, in Bankruptcy; that the payment aforesaid be made unto the said Edwin H. Brown, Jr., Trustee of John W. Seney, Bankrupt on the 1st day of December 1930, if no cause to the contrary be shown, provided a copy of this Petition and Order be served on the said John W. Seney and James O. Murphy on or before the 19th day of November 1930.

CERTIFIED COPY OF PETITION AND ORDER OF COURT
COPY TO BE SERVED AND RETURNED.
Filed Nov. 12th, 1930.

James O. Murphy, Assignee.

VS.

John W. Seney, Mortgagor.

In the Circuit Court
for
Queen Anne's County,
In Equity,
Cause No. 2805.

To the Honorable, the Judges of said Court:-

Your Petitioner, Edwin H. Brown, Jr., Trustee of John W. Seney, Bankrupt, respectfully sets forth:-

First, that the said John W. Seney was adjudicated bankrupt on the 27th day of February, 1930.

Second, that your Petitioner was appointed Trustee of the Bankrupt estate of John W. Seney on the third day of April, 1930 and qualified as said trustee as will appear by certificate of the Clerk of the United States District Court, filed herewith as part of this Petition.

Third, that it will appear from the report and account of J. H. C. Legg, special auditor, in the above cause, filed therein on the 24th day of September, 1930, that due to the fact that John W. Seney had been adjudicated a bankrupt, the balance of the proceeds of sale, after deducting the cost, mortgage, debt and interest, amounting to three hundred and seventeen dollars and fifty seven cents, was held, subject to further order of this Court.

Fourth, that your Petitioner claims this balance as Trustee in Bankruptcy of said John W. Seney and therefor prays this Court to pass an order directing the Assignee to pay over to your Petitioner the said sum of three hundred and seventeen dollars and fifty seven cents and to take his release therefor.

Respectfully submitted,

Edwin H. Brown, Jr.
Trustee of John W. Seney, Bankrupt.

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

I hereby certify that on this 11th day of November, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Edwin H. Brown, Jr., Trustee of John W. Seney, Bankrupt 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 set forth.

Notary Public
Seal.

Lida Hopkins
Notary Public.

James O. Murphy, Assignee,
VS.
John W. Seney, Mortgagor.

In the Circuit Court
for
Queen Anne's County,
In Equity
Cause No. 2805.

ORDER OF COURT.

ORDERED on the foregoing Petition, Exhibit and affidavit, this 12th. day of November, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity and by the authority thereof that James O. Murphy, Assignee of Mortgage, in cause No. 2805 be and he is hereby directed to pay over unto Edwin H. Brown, Jr., Trustee of John W. Seney, Bankrupt, the sum of three hundred and seventeen dollars and fifty seven cents, being the balance in the hands of said Assignee as per audit filed in this cause on the 24th day of September, 1930 and to take a release from said Trustee, in Bankruptcy; that the payment aforesaid be made unto the said Edwin H. Brown, Jr., Trustee of John W. Seney, Bankrupt on the 1st. day of December, 1930, if no cause to the contrary be shown, provided a copy of this Petition and Order be served on the said John W. Seney and James O. Murphy on or before the 19th day of November, 1930.

Lewin W. Wickes.

Filed Nov. 12th, 1930.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from the original Petition and Order of Court filed in the above entitled cause on Nov. 11th. & 12th. 1930, and now remaining in this office.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 12th. day of November, nineteen hundred and thirty.

Seal's
Place.

B. HACKETT TURNER
C L E R K.

The foregoing Petition was returned and endorsed, to wit:
Service by Sheriff admitted
15 Nov. 1930.

James O. Murphy
Nov. 19 John W. Seney.
1930

Filed Nov. 21st, 1930.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION
OF AUDIT Filed Dec. 4th, 1930.

NISI RATIFICATION OF AUDIT

James O. Murphy, Assignee
VS.
John W. Seney, mortgagor.

In The Circuit Court For Queen Anne's County in Equity Cause No. 2805.

ORDERED, This 24th. day of September in the year nineteen hundred and thirty that the Report and Account filed in these proceedings by J. H. C. Legg, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of October, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of October, 1930, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test:
B. HACKETT TURNER, Clerk.
Filed Sept. 24th, 1930.

THE CENTREVILLE RECORD

Centreville, Md., Dec. 2nd 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of James O. Murphy, Assignee vs. John W. Seney, Mortgagor, Case No. 2805. 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 11th day of October in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

Filed Dec. 4th, 1930.

CLERK'S CERTIFICATE

James O. Murphy, assignee

vs.

John W. Seney, mortgagor

In the Circuit Court

for Queen Anne's County,

in Equity.

No. 2805 Chy.

I HEREBY CERTIFY, that no objections to the ratification of the Audit have been filed in the above entitled proceedings, and that all taxes costs, as stated in the Auditor's Account filed in this cause, on the 24th day of September, 1930, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of public general laws.

Seal's
Place.

In testimony whereof I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affix, this 4th day of Dec. 1930.

B. HACKETT TURNER, Clerk.

FINAL ORDER OF RATIFICATION
Filed Dec. 8th, 1930.

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

James O. Murphy, assignee,)

vs. (

John W. Seney, et al.)

Cause No. 2805.

Ordered, by the Circuit Court of Queen Anne's County, sitting as a court of Equity and by the authority of this court that the within and foregoing report and account of J. H. V. Legg, special auditor, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi passed in said cause on the 24th. day of September of the present year, 1930, in relation to said report and account and James O. Murphy, the party making the sale of the real estate sold in these proceedings is hereby directed to apply the proceeds of the sale made by him in accordance with the said report and account with a due proportion of interest received and to be received on the credit sales and on deposit of sales in bank to the commissions of the vendor, the mortgage debt and the surplus mortgage sale.

The said James O. Murphy is hereby directed to pay unto Edwin H. Brown, junior, trustee of John W. Seney, bankrupt the sum of \$317.57 mentioned in said account as undistributed money remaining subject to the order of the court in accordance with the order of this court passed November 12, 1930, on the petition filed in this cause of the said trustee, no objections to said payment having been filed in this cause although it appears to the satisfaction of the court that a copy of the order of November 12, 1930, above mentioned was duly served upon John W. Seney and James O. Murphy in accordance with the terms of said order.

Dated December 5, 1930.

LEWIN W. WICKES.

Filed Dec. 8th. 1930.

CAUSE NO. 2773.

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

Walter T. Wright,
Mortgagee,

vs.

William A. Davis,
Maria K. W. Davis,
Mortgagors,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY CAUSE NO.

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

Mr. Clerk:-

You will docket suit as per the above titling on the Chancery Docket of your Court, and file therein the bond hereto attached in this Cause, and have Certified Copy made and file in this Cause of the mortgage to Walter T. Wright from William A. Davis and Maria K. W. Davis, his wife, bearing date July 15th, 1925, and recorded in Liber B. H. T. No. 3, folios 639, etc., a Land Record Book for Queen Anne's County aforesaid.

John Palmer Smith.
SOLICITOR FOR MORTGAGEE.

Walter T. Wright.
MORTGAGEE.

April 30th, 1929.

CERTIFIED COPY OF BOND.
FILED April 30th, 1929.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 30th. day of April, in the year 1929, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS: that we Walter T. Wright, of Centreville, Queen Anne's County, 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 sixteen thousand 00/100 dollars to be paid to the said State, or its certain attorney, to which payment, well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this

thirtieth day of April, in the year nineteen hundred and twenty nine.

WHEREAS, the above bounden Walter T. Wright, by virtue of the power contained in a mortgage from William A. Davis and Maria K. W. Davis, his wife, bearing date the fifteenth day of July, nineteen hundred and twenty five and recorded among the land records of Queen Anne's County, in Liber B. H. T. No. 3, folio 639 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bounden Walter T. Wright 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.

Walter T. Wright (SEAL)

Signed, sealed and delivered in the presence of John Palmer Smith
Attest: John Palmer Smith.

NEW AMSTERDAM CASUALTY COMPANY
By McKenney & Price
Attys. in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed April 30th. 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. 15, 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 30th. day of April, in the year 1929.
Seal's Place.

B. H. Turner, Clerk.

CERTIFIED COPY OF MORTGAGE
Filed April 30th, 1929.

.....
#11,399. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty second day of July, in the year nineteen hundred and twenty five, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this fifteenth day of July, in the year nineteen hundred and twenty five, by and between William A. Davis and Maria K. W. Davis, his wife, of Baltimore City, State of Maryland, parties of the first part and Walter T. Wright, of the town of Centreville, Queen Anne's County, State of Maryland, party of the second part.

WHEREAS, the said parties of the first part purchased from the said party of the second part the hereinafter described property wherefor this purchase money mortgage for which the said mortgagors stand bona fide indebted to the said mortgagee for the sum of fifteen thousand dollars (\$15,000.00), being part of the purchase price of the said property, and for the re-payment of which said principal sum of money five years from the date hereof together with the interest to accrue thereon at the rate of 6% per annum payable semi-annually the said mortgagors have made and passed unto the said mortgagee their eleven joint and several promissory notes as follows:

One thereof for the principal sum of fifteen thousand dollars (\$15,000.00) payable five years from the date hereof and ten thereof for the interest to accrue thereon for the sum of four hundred and fifty dollars (\$450.00) each, payable respectively six, twelve, eighteen, twenty four, thirty, thirty six, forty two, forty eight, fifty four and sixty months from the date hereof, both principal and interest being payable in the gold

coin of the United States of America of the present standard weight and fineness.

And it is hereby further covenanted and agreed by and between the said parties to this mortgage that any default in the payment of the principal sum or sums for the interest to accrue thereon shall immediately operate as a default or breach of the covenants and agreements in this mortgage and the whole sum of money hereby secured and interest accrued thereupon shall immediately become due and payable and the said mortgagee herein, his heirs and assigns, shall be entitled immediately upon the happening of such default or defaults to foreclose this mortgage in accordance with the provisions of the foreclosure hereinafter expressly set forth.

AND it is hereby further covenanted and agreed that said mortgagee, his heirs or assigns, will accept at any time the full sum of the principal due and intended to be secured, together with the interest accrued, to the date thereof as full and just payment of the debt to be secured and that all the covenants, conditions and agreements herein on the part of the said mortgagors shall be considered to be performed and then this mortgage shall be void.

WHEREAS it was a condition precedent that the deed for the hereinafter described property be made and intended to be recorded prior to this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of one dollar (\$1.00) the said William A. Davis and Maria K. W. Davis, of Baltimore City, do hereby grant and convey to the said Walter T. Wright, his heirs and assigns, in fee simple, all that lot, farm or tract of land situate and being in the County of Queen Anne and the State aforesaid and described as follows:

All that tract of land or farm known as White Marsh, situate, lying and being in the Third election district of Queen Anne's County, State of Maryland, on both sides of the public road leading from Centreville-Church Hill State Road to Hayden and also on the east side of said State road leading from Centreville to Church Hill, being composed of the three following tracts or parcels of land, to wit: The tract known as White Marsh, containing four hundred and thirty two acres of land, more or less; the tract formerly known as Claxton Hill, containing one hundred and twenty acres, more or less, and a tract or parcel of cleared land lying on the east side of said State road road leading from Centreville to Church Hill, containing twenty acres of land, more or less, being a part of the land which Walter S. Turpin, late of said County, by his last will and testament, duly admitted to probate by the Orphan's Court for Queen Anne's County, and recorded among the will records of said County in Liber W. A. J. No. 1, folios 52 etc., devised to the said Annie M. R. Wright, for and during the term of her natural life, and from and after her death to her lawful issue living at the time of her death, to them and their heirs forever.

All that tract, lot or parcel of land, formerly a part of White Marsh tract, situate, lying and being in the third election district of Queen Anne's County, State of Maryland, and lying to the left or north side of, but not immediately contiguous to the public road leading from the Centreville-Church Hill road to Hayden Station, adjoining the White Marsh Farm and adjoining also the Bloomfield Tract of Hiram G. Dudley, Jr., and containing forty acres of land, more or less, being the same and all the land described and conveyed in the deed from James H. Carter and Sarah E. Carter, his wife, to Walter T. Wright, bearing date the third day of September, nineteen hundred and twenty one, and recorded among the land records of Queen Anne's County aforesaid, in Liber J. F. R. No. 7, folio 379.

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 parcels of ground and premises and to the proper use and benefit of Walter T. Wright, his heirs and assigns forever.

Provided, that if the said William A. Davis and Maria K. W. Davis, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of fifteen thousand (\$15,000.00) 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 William A. Davis and Maria K. W. Davis, their 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, which taxes, assessments, public dues, charges, mortgage debt and interest, the said William A. Davis, and Maria K. W. Davis, for 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 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 Walter T. Wright, his personal representatives or assigns, or Jackson R. Collins, 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 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 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 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.

And the said Mortgagors for their 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, and which said expenses, costs and commissions the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns or Jackson R. Collins, his 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 proceeds with unless, prior to the day appointed therefor, legal tender be made of said principal costs expenses and commission.

And the said William A. Davis and Maria K. W. Davis, for their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least the full and insurable value of all buildings and improvements, or to an amount equal to the amount of this mortgage, 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 hands and seals of the said Mortgagors.

Test:

Grace L. Maloney.

Wm. A. Davis (SEAL)

Maria K. W. Davis (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:-

I hereby certify that on this 15th day of July, in the year nineteen hundred and twenty five, before me, Grace L. Maloney, of the State of Maryland, in and for the County aforesaid, personally appeared William A. Davis and Maria K. W. Davis, the mortgagor named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act. At the same time also appeared Walter T. Wright 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.

Notary
Public
Seal.

Grace L. Maloney,
Notary Public.

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

May 14th. 1927.

For value received, I hereby transfer & assign the within and foregoing mortgage to use of Sarah H. Wright to the extent of & for & in the sum of Nine Thousand Dollars.

Witness my hand & seal.

Test: J. R. E. Turpin.

Walter T. Wright (SEAL)

Queen Anne's County, to wit: Be it remembered that on the twenty second 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 all my right, title and claim in the within foregoing mortgage to use of Walter T. Wright without recourse or guarantee.

Witness my hand and seal this twentieth day of July, in the year nineteen hundred and twenty seven.

Test:- P. H. Thompson.

Sarah H. Wright (SEAL)

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of May, in the year 1929, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby transfer and assign the within and foregoing mortgage to use of The Sudlersville Bank of Maryland, as collateral security for the payment of my note dated July 20th. 1927, due September 24th. 1927, in favor of said Bank for the sum of Ten Thousand Dollars (\$10,000.00) and all renewals thereof.

Witness my hand and seal this twentieth day of July, in the year nineteen hundred and twenty seven.

Test: J. H. C. Legg.

Walter T. Wright (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. #3, folios 639 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 April, A. D. nineteen hundred and twenty nine.

Seal's
Place.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed May 28th, 1929.

Walter T. Wright,
Mortgagee,

vs.

William A. Davis,
Maria K. W. Davis,
Mortgagors.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY CAUSE NO.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Walter T. Wright, Mortgagee, named in the mortgage from William A. Davis and Maria K. W. Davis, his wife, to Walter T. Wright, dated July 15th, 1925, and recorded in Liber B. H. T. #3, folios 639, etc., 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 aforesaid 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 and manner and terms of sale by advertisement inserted in the Centreville Observer, a Newspaper printed and published in Queen Anne's County, Maryland, for more than twenty (20) days before the day of sale, to wit, for four successive weeks, beginning on May 4th, 1929, and ending on May 25th, 1929, as per certificate filed herewith, and as provided in said mortgage, the said Walter T. Wright, 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 28th, 1929, 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 his attorney, John Palmer Smith, to read the said advertisement of sale, and announce that the taxes and fire insurance upon the property would be adjusted as of day of sale, possession to be given on January 1st, 1930, and that the Mortgagor's interest in all crops, pitched, planted and growing is sold subject to the rental lien basis as provided for in the Maryland Code, article No. 66, sections 26, 27 and 28, and then instructed the Auctioneer to proceed to sell the property, being ALL THAT FARM, TRACT, TRACTS OR PARCELS of land situate in the Third Election District of Queen Anne's County, Maryland, on both the north and south sides of the public road leading from Centreville to Church Hill State Road to Hayden, and also on the east side of the said State Road leading from Centreville to Church Hill, adjoining the lands of John H. Chambers, Jonathan Stant, Mrs. Wm. T. Harris, the McKenney Estate, J. Frank Harper, Charles S. Quimby, W. E. Pinder and Mrs. Ira C. Bryan, and known as "THE WHITE MARSH FARM", "CLAXTON HILL", or by whatsoever other name or names the same may be called or known, containing the quantity of SIX HUNDRED AND TWELVE ACRES (612 Acres), of land, more or less, and sold the same unto WALTER T. WRIGHT, who was then and there the highest bidder therefor, the highest bidder therefor, at and for the sum of TWENTY-ONE DOLLARS per acre, making a total price for the six hundred and twelve acres the sum of TWELVE THOUSAND, EIGHT HUNDRED AND FIFTY-TWO DOLLARS (\$12,852.00).

Respectfully submitted,

Walter T. Wright

Filed May 28th, 1929.

MORTGAGEE.

Certificate of Centreville Observer,
Certificate of J. Elmer Anthony, Auctioneer.
Copy of notice read at time of sale as to taxes, insurance, possession and crops.

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

I HEREBY CERTIFY, that on this twenty-ninth day of May, in the year nineteen hundred and twenty-nine, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Walter T. Wright, Mortgagee, the party making the above mentioned and enclosed 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 was fairly made.

B. Hackett Turner

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

Taxes adjusted as of day of sale.
Fire insurance adjusted as of day of sale.
Mortgagor's interest in all crops pitched, planted and growing is sold subject to the rental lien basis as provided for in the Maryland Code, Art. 66, sec. 26, 27 & 28.

Possession January 1st, 1930.

Filed May 28th, 1929.

Centreville, Maryland.

May 29th, 1929.

I HEREBY CERTIFY, that I did make sale of the THE WHITE MARSH FARM on May 28th, 1929, at the hour of 2 o'clock P. M., and that the same was sold to Walter T. Wright by me at and for the sum of Twenty-one Dollars (\$21.00) per acre, or a total aggregate of TWELVE THOUSAND EIGHT HUNDRED and Fifty-Two Dollars (\$12,852.00), for the Six Hundred and Twelve Acres contained in said farm, he being then and there the highest bidder therefor. Sale took place in Centreville, Queen Anne's County, Maryland, in front of the Court House Door, at public auction.

Filed May 28th, 1929.

AUCTIONEER. J. Elmer Anthony.

Ms 1368

CERTIFICATE OF PUBLICATION
OF SALE.
Filed May 28th, 1929.

MORTGAGEE'S SALE
of
'THE WHITE MARSH FARM'
near Centreville, Md.

Default having occurred in the terms of the mortgage from William A. Davis and Maria K. W. Davis, his wife, to Walter T. Wright, dated July 15th, 1925, and recorded in Liber B. H. T. No. 3, folios 639, etc., a Land Record Book for Queen Anne's County, 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 Court House Door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 28, 1929, beginning at the hour of 2 o'clock p. m., the property conveyed by said mortgage, consisting of:

ALL THAT FARM, tract, tracts or parcels of land situate in the Third Election District of Queen Anne's County, Maryland, on both the north and south sides of the public road leading from Centreville to Church Hill state road to Hayden, and also on the east side of the said state road leading from Centreville to Church Hill, adjoining the lands of John H. Chambers, Jonathan Stant, Mrs. Wm. T. Harris, the McKenney Estate, J. Frank Harper, Charles S. Quimby, W. E. Pinder and Mrs. Ira C. Bryan, and known as "THE WHITE MARSH FARM", Claxton Hill", or by whatsoever other name or names the same may be called, containing the quantity of six hundred and twelve acres 612 Acres of land, more or less.

Improved by a large 2 1-2 story frame dwelling house, two tenant houses, barns, stables, large implement house and shed, corn cribs and other outbuildings. This farm is desirably located, being near Centreville on and near one of the main arteries of the State Highway of Maryland.

TERMS OF SALE-A cash deposit of \$1,000.00 will be required on 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 purchase price in two equal installments payable respectively in one and two years from date of sale, or all cash, in option of purchaser, all 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 undersigned. Further particulars as to crops, possession, etc., to be made known on day of sale.

WALTER T. WRIGHT,
Mortgagee.

J. Elmer Anthony, Auctioneer.

NISI

Walter T. Wright
Mortgagee

VS.

William A. Davis
Maria K. W. Davis

Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2773.

ORDERED, This 28th day of May A. D., 1929, that the sale of the real estate made and reported in this cause by Walter T. Wright, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of July next.

The Report states the amount of sales to be \$12,852.00.

B. Hackett Turner, Clerk.

Filed May 28th, 1929.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Feb. 28th, 1930.

NISI

Walter T. Wright, Mortgagee
vs.
William A. Davis
Maria K. W. Davis

In the Circuit Court for Queen Annes County, in Equity, Chancery No. 2773.

Ordered, this 28th day of May A. D., 1929, that the sale of the real estate, made and reported in this cause by Walter T. Wright, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd. 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 3rd. day of July next.

The Report states the amount of sales to be \$12,852.00.

B. HACKETT TURNER, Clerk.

True Copy-Test:
B. Hackett Turner, Clerk.
Filed May, 28th, 1929.

THE CENTREVILLE OBSERVER

Centreville, Md., February 28, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Walter T. Wright, Mortgagee vs. William A. Davis and Maria K. W. Davis, 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 Third day of July in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Filed February 28th, 1930.

STATEMENT OF MORTGAGE DEBT.
Filed Feb. 28th, 1930.

Walter T. Wright,
Mortgagee,

vs.

William K. Davis,
Maria K. W. Davis,
Mortgagors,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY.

Chancery Cause No. 2773.

Statement of Mortgage Debt.

Amount of the principal mortgage debt as evidenced by
principal mortgage note attached hereto-----\$ 15,000.00

Amount of interest due on said principal mortgage in-
debtedness from July 15th, 1928, to May 28th, 1929-----\$ 785.00

131368

Amount of taxes paid by Mortgagee, being unpaid by
Mortgagor at time of sale -----\$ 296.12

Attorney's commissions for costs of collection of mortgage,
being 5% of the amount collected, to wit, the sum of \$12,852.00-----\$ 642.60

Total mortgage indebtedness -----\$ 16,723.72

State of Maryland,)
Queen Anne's County) SS:

I hereby certify, that on this 28th day of February, in the year
nineteen hundred and thirty, before me, the subscriber, Clerk of the Circuit Court
for Queen Anne's County, personally appeared Walter T. Wright, Mortgagee, and made
oath in due form of law that the foregoing State of Mortgage Debt is true to the best
of his knowledge and belief.

Filed February 28th, 1930.

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

FINAL ORDER RATIFYING SALE.
Filed April 25th, 1930.

ORDER OF COURT:

ORDERED, this 24th day of April, 1930, 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 Walter T. Wright, 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 the previous Order Nisi passed in said Cause and duly published. The Mort-
gagee is allowed the commission upon the sale and all costs and expenses provided,
for in said mortgage. And it is further Ordered that John Palmer Smith, of Queen Anne's
County, Maryland, be and he is hereby appointed Trustee to convey by good and suffic-
ient DEED to Walter T. Wright the property reported sold to him the foregoing Report
of Sale, and the said Trustee is not required to file bond.

Filed April 25th, 1930.

LEWIN W. WICKES.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed June 21st, 1930.

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

Walter T. Wright, mortgagee,

vs.

William K. Davis and Maria
K. W. Davis, mortgagors.

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Cause No. 2773.

To the Honorable, the Judges of said Court:

I, Madison Brown, the auditor of the court, unto Your Honors respectfully set forth:

The proceedings of this cause show a sale of land under a foreclosure of a mortgage and an examination of the proceedings show that the gross proceeds of the sale less the cost of the sale are not sufficient to pay the mortgage debt due on the day of sale in full.

In the following account stated by me I have charged Walter T. Wright, the vendor of the real estate sold under a mortgage given him by the defendants, with the gross amount of the sale made by him set forth in the report of sale filed by him and then thereout I have allowed him as follows:

His commissions for making the sale per terms of the mortgage, the costs of the corporate surety bond filed by him, the costs of advertising the sale and the order nisi on the sale, the charges of the auctioneer for selling the property in accordance with his vouchers filed with the auditor and by him returned with this audit, the fee of the auditor and the costs of advertising the order nisi to be passed in relation to this account.

The balance remaining after these allowances is not sufficient to pay the mortgage claim of the mortgagee in full and in the within account is distributed unto the mortgagee in part payment of his mortgage claim.

I have appended to the account a statement showing the balance due the mortgagee after the allowances to him of the net amount of the sale.

Which report is respectfully submitted,

June 19, 1930.

Madison Brown

Auditor.

Cause 2773

The proceeds of the sale of the mortgaged real estate of William A. Davis and Maria K. W. Davis, his wife, mortgagors, in account with Walter T. Wright, mortgagee, party making the sale of said mortgaged real estate under the proceedings of this cause.

1929	Cr.		
May 28		By amount of the gross sale of said real estate, per report of sale filed this date, to wit:	\$12,852.00
<hr/>			
	Dr.		
" "		To Walter T. Wright, vendor, for his commissions, per terms of mortgage, for making said sale:	\$559.08
		To do., for cost of his bond with corporate sure- ty thereon filed in this cause for one year, per account for same with receipt thereon ex- hibited, to wit:	48.00
		To do., for the costs of advertising notice of sale and order nisi thereon in Centreville Ob- server, per account of same with receipt there- on exhibited, to wit:	50.00
		To do., for the amount paid J. E. Anthony for auctioneering the property sold at sale there- of, per his receipt for same exhibited, to wit:	15.00
		To do., for the court costs of this cause per statement of Clerk exhibited: costs of B. H. Turner, Clerk, paid him per his receipted statement exhibited: \$19.10 appearance fee of J. P. Smith, atty. <u>10.00</u>	29.10
		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	9.00
		To Walter T. Wright, mortgagee, in part payment of his mortgage claim, this balance, to wit:	<u>12,138.82</u>
			<u>\$12,852.00</u> <u>\$12,852.00</u>

Statement of mortgage debt

William A. Davis and Maria K. W. Davis to Walter T. Wright	Dr.
To amount due May 28, 1929, under above mortgage described	
as principal,	\$15,000.00
as interest from July 15, 1928 to May 28, 1929	785.00
as taxes on mortgaged property unpaid	<u>296.12</u>
	\$16,081.12
By amount credited thereon as net sale from above,	<u>12,852.00</u>
To balance bearing interest from May 28, 1929	<u>\$ 3,229.12</u>

June 19, 1930

Madison Brown,
Auditor

NISI RATIFICATION OF AUDIT.

Walter T. Wright, Mortgagee

VS.

William K. Davis

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CASE NO. 2773.

ORDERED, This 21st day of June in the year nineteen hundred and 30 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 July 1930; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of July 1930 in some newspaper printed and published in Queen Anne's County.

Filed June 21st, 1930.

B. Hackett Turner

Clerk.

1631368



131368

CHANCERY CAUSE NO. 2814.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the fourteenth day of March, in the year nineteen hundred and thirty, the following Report of Sale and Petition to Court to take Jurisdiction and ratify Sale was filed for record, to wit:-

In the Matter of the Trust Created under the Last Will and Testament of Martha J. Gillespie, deceased.



In the Circuit Court for Queen Annes County.

To the Honorable, the Judges of said Court:

The petition of Claude P. Hearn and Richard T. Earle, Trustees, respectfully shows unto your Honors:

1. That Martha J. Gillespie, late of Queen Annes County, deceased, departed this life during the month of May in the year nineteen hundred and twenty-five siezed and possessed of certain real estate consisting of a farm or tract of land situate in Coxe's Neck on Kent Island in the Fourth Election District of Queen Annes County, Md., comprising one hundred acres of land, more or less.
2. That said Marta J. Gillespie left a last will and testament which has been duly admitted to probate by the Orphans Court for Queen Annes County and is recorded in the office of the register of wills of said county in Liber W. T. B. #3 folio 191 a will record book for said County, a certified copy thereof being filed herewith, marked "Petitioners' Exhibit A".
3. That by Item Twenty-four of the aforesaid last will and testament the said Martha J. Gillespie did give and devise the aforesaid farm or tract of land unto your Petitioners, in Trust, upon certain uses therein specifically set forth, and did give unto your petitioners a power of sale of the aforesaid farm for a period of five years from and after the date of her death to be made either at public or private sale as in their judgment may seem most desirable.
4. That under and by virtue of the aforesaid power of sale your Petitioners have made private sale of said farm unto B. Scott Stokes of Kent County, Maryland at and for the sum of Eight Thousand Five Hundred and Fifty Dollars (\$8,550.00) of which sum your Petitioners have received the sum of Five Hundred Dollars on account of the purchase price, the balance of said purchase price to be paid upon the ratification of said sale by this Honorable Court, in accordance with the written agreement of sale which is filed herewith as a part hereof and marked "Petitioners' Exhibit B".
5. That your petitioners believe the aforesaid price of Eight Thousand Five and Fifty Dollars to be a fair and reasonable value for said property and they herewith file a certificate by two land owners of Queen Annes County who are familiar with said farm as to the value thereof.
6. That your petitioners, as Executors of the estate of said Martha J. Gillespie, deceased, have had passed a first and final Administration Account on the personal estate of said deceased, showing all claims against same to have been paid in full, and they herewith file a certificate of the Register of Wills of Queen Annes County to that effect, marked "Petitioners Exhibit C".
7. That according to the directions contained in said Item Twenty-four of said last will and testament have managed said farm since the date of the death of said testatrix and have paid over the net profits arising from said farm for a period of one year from the date of the death of said testatrix unto the Executors of her estate, and since the expiration of said one year from the date of the death of said Testatrix your Petitioners have conducted said trust estate by renting said farm and they herewith file a report of the receipts and disbursements therefrom, marked "Petitioners' Exhibit D2".

Wherefore your Petitioners pray this Honorable Court to assume jurisdiction of this Trust Estate to the end that your petitioners may administer this Trust under the order of this Honorable Court and that the sale of the real estate herein reported may be ratified by this Honorable Court after the publication of the proper order nisi thereon and that your Petitioners may be authorized, after the ratification thereof, to convey unto the purchaser, upon compliance by him with the terms of sale, the real estate so sold unto him as aforesaid by a good and sufficient deed for the same: and that your Petitioners may have such other and further relief as their case may require.

And as in duty bound etc.

Thos. J. Keating, Jr.

Owen Knotts
Attorneys for
Trustees.

CLAUDE P. HEARN

RICHARD T. EARLE
TRUSTEES
(PETITIONERS)

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

This is to certify that on this 20th day of February nineteen hundred and thirty, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Annes County, personally appeared Richard T. Earle, Trustee, and made oath in due form of law that the matters and things set forth in the foregoing petition 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 Notarial seal affix.

Notary
Public
Seal.

William W. Rhodes
NOTARY PUBLIC.

State of Delaware
New Castle County, to-wit:

This to certify that on this third day of March in the year nineteen hundred and thirty, before the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, personally appeared Claude P. Hearn and did make oath in due form of law that the matters and things set forth in the foregoing petition are true to the best of his knowledge and belief and that the sale was fairly made.

In testimony whereof I hereunto set my hand and Notarial Seal affix the day and year last above written.

Daniel Thompson
Notary Public.

This is to certify that we are familiar with the farm situate in Coxes Neck in the Fourth Election District of Queen Anne's County, Maryland, known as the Martha J. Gillespie Farm, comprising of one hundred acres of land, more or less, and in our opinion the said farm is worth approximately Fifty five hundred dollars.

H. T. Hopkins

Harry T. Norman.

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

This is to certify that on this eleventh day of March, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Harry T. Hopkins and Harry T. Norman and did make oath in due form of law that the matters and things set forth in the foregoing certificate are true to the best of their knowledge and belief.

In testimony whereof, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary
Public
Seal.

Verna Mears
NOTARY PUBLIC.

PETITIONER'S EXHIBIT A
 Filed March 14th, 1930.

I, Martha J. Gillespie, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my last will and testament, in manner following, that is to say:

After the payment of all my just debts and funeral expenses I give, devise and bequeath all my estate and property as follows:

ITEM ONE. I do hereby direct my Executors hereinafter constituted and appointed to purchase and have erected on my lot in the Chestertfield Cemetery, a monument or shaft, and to pay for the same out of the proceeds of the sale of the crops raised during the first year after my death on my farm hereinafter mentioned, the said monument or shaft not to exceed in cost, however, the sum of Four Hundred Dollars (\$400.00).

ITEM TWO. I do hereby give and bequeath to my cousin, Thomas A. Bordley, the sum of Five Hundred Dollars (\$500.00) in Liberty Bonds, together with any coupons which may at the time of my death be attached thereto.

ITEM THREE. I do hereby give and bequeath to my cousin, Emma D. Price, the sum of One Hundred Dollars (\$100.00) in cash, and the sum of Fifty Dollars (\$50.00) in Liberty Bonds, together with any coupons which may at the time of my death be attached thereto; and also my knitted bed spread, all my salad forks, my topaz breast pin, my cut glass bowl and my water color painting of chrysanthemums.

ITEM FOUR. I do hereby give and bequeath to my cousin, Cora M. Cook, the sum of Two Hundred Dollars (\$200.00); and also the taller one of my two cabinet stands; my four china chocolate cups, my entire Japanese linen lunch set, my Japanese coffee set, the heavier of my two silver cake baskets, her choice of any two of my center-pieces and one of my marseilles bed spreads.

ITEM FIVE. I do hereby give and bequeath to my niece, Ida M. Wootton, the sum of Four Hundred Dollars (\$400.00); and also all of my wearing apparel of every kind and description, the Glanding Family Bible, my linen marseilles bed spread and my two piece hair mattress.

ITEM SIX. I do hereby give and bequeath to my niece, Lettie Ballack-Shaefer, the sum of Four Hundred Dollars (\$400.00); and also my Bible Concordance, my prayer book and one pair of blue bordered wool blankets.

ITEM SEVEN. I do hereby give and bequeath to my niece, Laura A. Armiger, the sum of Fifty Dollars (\$50.00); and also the Bible presented by me to my mother, the oil painting of a stag painted by me and the picute of her grandfather.

ITEM EIGHT. I do hereby give and bequeath to my niece, C. Viola Stevens, the sum of Fifty Dollars (\$50.00); and also the Bible presented by my father to me, the medalion of her grandmother and one pair of blue and white wool blankets.

ITEM NINE. I do hereby give and bequeath to my nephew, Joseph P. Nicholson; the sum of Fifty Dollars (\$50.00).

ITEM TEN. I do hereby give and bequeath to my nephew, M. Windsor Nicholson, the sum of Fifty Dollars (\$50.00).

ITEM ELEVEN. I do hereby give and bequeath to my cousin, Elizabeth Hearn, my entire china breakfast set with an old rose bank decoration, my amethyst ring, my solid silver berry ladle now in a green case, my album containing snapshots of the farm, my Ridpath's Library consisting of forty two volumes and the photo of her grandmother.

ITEM TWELVE. I do hereby give and bequeath to my cousin, Robert LeCompte, my one-half dozen solid silver teaspoons now in a red case, and my bed spread now on my bed.

ITEM THIRTEEN. I do hereby give and bequeath to my cousin, Annie Bright, my large reed rocking chair.

ITEM FOURTEEN. I do hereby give and bequeath to Betty Hearn, daughter of Claude P. Hearn, my one-half dozen coffee spoons now in a red case, and the following books, to wit: Dante's Inferno, Milton's Paradise Lost and Regained, Hume's History of England and all of Hawthorne's Works.

ITEM FIFTEEN. I do hereby give and bequeath to Cora B. Earle, wife of Richard T. Earle, my entire pink china dinner set, my one dozen stem sherbert glasses, my one-half dozen unhemmed dinner napkins and my one-half dozen blue Japanese dollies.

ITEM SIXTEEN. I do hereby give and bequeath to Ann Earle, daughter of Richard T. Earle, my walnut and ebony cabinet and clock.

ITEM SEVENTEEN. I do hereby give and bequeath to the said Ann Earle and Richard T. Earle, junior, children of Richard T. Earle, my entire set of Shakespeare now in my bookcase.

ITEM EIGHTEEN. I do hereby give and bequeath to Jack Englar, son of Laura Hearn Englar, all my books in my bookcase, except those hereinbefore specifically bequeathed.

ITEM NINETEEN. I do hereby give and bequeath to The Children's Home of the Eastern Shore of Maryland, all the remainder of my books of every kind and description.

ITEM TWENTY. I do hereby give and bequeath to Louis Glanding Ballack-Schaefer, the crayon of his great grandfather.

ITEM TWENTY ONE. I do hereby give and bequeath to C. William Ballack-Schaefer, the photograph of his great great grandmother.

ITEM TWENTY TWO. I do hereby give and bequeath to Marie L. Ballack-Schaefer, my decorated salad bowl, my one dozen dinner knives (one-half dozen of which have hollow handles and the other half dozen have German silver handles), my one dozen dinner forks, my one-half dozen plated tea spoons, my cold meat fork, my soup ladle, my small bronze clock, my three Chinese stork panels, my one-half dozen unused plated table spoons and my Bible octavo with Morocco binding.

ITEM TWENTY THREE. I do hereby give and bequeath to my four nieces, the said Ida M. Wootton, the said Lettie Ballack-Schaefer, the said Laura A. Armiger, and the said C. Viola Stevens, share and share alike, all the remainder of my bed spreads and bed linen.

ITEM TWENTY FOUR. I do hereby give and devise all of my real estate consisting of all that tract of land or farm situate, lying and being in Cox's Neck on Kent Island, in Queen Anne's County, State of Maryland, containing one hundred acres of land, more or less, to Claude P. Hearn and Richard T. Earle to have and to hold the same in trust and confidence, nevertheless, for the following purposes, to wit: to farm, farmlet, lease, manage, collect the rents arising from said farm, and to pay all legitimate and necessary expenses incident to the management of said trust, and to pay over to my said Executors hereinafter constituted and appointed the net proceeds arising from said farm for a period of one year from and after the date of my death, which said fund has hereinbefore been dedicated for a specific purpose under Item One of this my last will and testament, and I do authorize, empower and direct the Trustees as aforesaid to sell my said tract of land or farm within a period not to exceed five years from and after the date of my death, either at public or private sale as in their judgment may seem most desirable, for such price and upon such terms as they may deem best, and to grant and convey the same to the purchaser or purchasers thereof; and to collect all proceeds arising from the sale of my said tract of land or farm and after the payment of the costs and expenses incident to the making of said sale, to pay over out of said proceeds the sum of Three Thousand Dollars (\$3,000.00) to Richard T. Earle, junior, Ann Earle and James T. Earle, second, children of Richard G. Earle, in equal proportions, share and share alike, which said sum of Three Thousand Dollars (\$3,000.00) I do hereby give and bequeath to the said Richard T. Earle, junior, Ann Earle and James T. Earle, second, free and discharged from this trust, and which said legacy is hereby made a first lien both against said farm and the proceeds derived from the sale of said farm; and I do further authorize, empower and direct the said Trustees to retain the balance of the said proceeds derived from the sale of said farm, to invest, reinvest and to collect all interest and profits arising from the same or investment or investments thereof, until such time as the Centreville Free Library Association or its successor, or successors, shall purchase a suitable lot or parcel of land for the purpose of a building to be erected thereon to the memory of Doctor Charles T. Cahoon and Martha J. Cahoon, at which time, provided all conditions hereinafter set forth have been complied with, all monies, both principal and interest, in the hands of said Trustees shall be paid over to the proper officers of the said Library or its successor, or successors, to receive the same, provided, nevertheless, that under no conditions shall this trust continue for a longer period than five years from and after the date of my death. This bequest for the purposes of a Library as aforesaid is dependent upon the following conditions, to wit: First, that the Centreville Free Library Association, or its successor, or successors, shall become a legal body corporate for the purpose of conducting a free library in the town of Centreville, Queen Anne's County, State of Maryland; Second, that the lot or parcel of land on which the memorial building as aforesaid is to be erected shall be located within the boundaries of the town of Centreville and not further from the intersection of Commerce and Water Streets of more than a radius of one-quarter of a mile; Third, that the purchase price to be paid for the lot or parcel of land on which said memorial building is to be erected shall at least cost the said body corporate to be formed as aforesaid a sum of money equal to one-fifth of the entire fund herein available for the purpose of erecting said memorial building; Fourth, that should the said body corporate to be formed as aforesaid purchase a lot or parcel of land improved by a building for the purpose of remodeling said building so as to become the memorial building as aforesaid, in which event the said Trustees are hereby authorized, empowered and directed to pay on said purchase price of said lot or parcel of land and improvement the entire purchase price less the appraised value of the said lot or parcel of land; Fifth, that there shall be placed in a conspicuous position on the inside wall of said memorial building when erected or remodeled, a tablet setting forth that the said building was erected "to the memory of Doctor Charles T. Cahoon and Martha J. Cahoon, the latter of whom devoted the best years of her life to the education and advancement of the girls of this community"; and Sixth, that if all the conditions hereinbefore specified are not fulfilled within a period of five years from the date of my death, then this bequest shall become null and void, and in which event I do hereby give, grant, devise and bequeath, all

monies, both principal and interest, in the hands of said Trustees under this item to my said cousin Thomas A. Bordley, to the extent of a two-ninths part thereof; to my said niece, Ida M. Wootton, to the extent of a two-ninths part thereof; to my said cousin, Cora M. Cook, to the extent of a one-eighteenth part thereof; to my said cousin, Emma D. Price, to the extent of a one-eighteenth part thereof; to the said Louis Gland-ing Ballack-Schaefer and the said C. William Ballack-Schaefer, sons of my said niece, Lettie Ballack-Schaefer, to the extent of a one-ninth part each thereof; to Harry Stevens, junior, son of my said niece, C. Viola Stevens, to the extent of a one-ninth part there-of; and to Martin Nicholson and Leonard Nicholson, sons of my said nephew, M. Windsor Nicholson, to the extent of a one-eighteenth part each thereof; and which said sums in the proportions as above set forth I do hereby authorize, empower and direct the said Trustees to pay immediately at the expiration of five years from the date of my death.

ITEM TWENTY FIVE. All the rest, residue and remainder of my estate and property of every kind and description, real, personal and mixed, whenever acquired and wheresoever located, of which I die seized and possessed or in any way entitled to I do hereby au-thorize, empower and direct my Executors hereinafter constituted and appointed, to con-vert into money; and I do hereby give and bequeath the said rest, residue and remain-der of my estate and property so as aforesaid to be converted into money to The Chil-dren's Home of the Eastern Shore of Maryland, absolutely.

ITEM TWENTY SIX. I do hereby further direct and declare that if any person, body corporate or association named in this my last will and testament and to whom or to which or whose or its use I have made any devise or bequest or any person, body cor-porate or association claiming through, or under, or in trust for such person, body corporate or association, shall at any time dispute the validity of this my last will and testament or of any of the dispositions herein contained, then and in such event, all the dispositions herein contained in favor of said person, body corporate or as-sociation contesting the validity of this my last will and testament, shall cease and be void, and all dispositions in favor of the said person, body corporate or associ-ation shall then pass under the residuary clause of this my last will and testament.

ITEM TWENTY SEVEN. I do further constitute and appoint Claude P. Hearn, of the City of Wilmington, State of Delaware, and Richard T. Earle, of Queen Anne's County, State of Maryland, to be the Executors of this my last will and testament, hereby revoking all other will and testaments heretofore made by me.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and af-fixed my seal, this seventh day of January, in the year nineteen hundred and twenty five:

Martha J. Gillespie (SEAL)

SIGNED, sealed, published and declared
by the above named testatrix, Martha J. Gillespie, as and for her
last will and testament, in the presence of us, who, at her re-
quest and in her presence, and in the presence of each other,
have hereunto subscribed our names as witnesses thereto:

B. Hackett Turner

J. Lemuel Roberts

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

On the nineteenth day of May A. D., 1925 came Richard T. Earle, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Martha J. Gillespie late of Queen Anne's County, deceased, and made oath, in due form of law, that the foregoing 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 hands of Testatrix on or about seventh day of January, A. D., 1925.

Sworn before

Wm. T. Bishop
Register of Wills of Queen Anne's
County, Md.

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

On the nineteenth day of May, 1925 came B. Hackett Turner and J. Lemuel Roberts of _____ subscribing witnesses to the foregoing last Will and Testament of Martha J. Gillespie late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, and that at the time of her so doing she was, to the best of their appre-hensions, of sound and disposing mind, memory and understanding; and that they sub-

scribed their names, as witnesses, to said Will, at her request in her presence and in the presence of each other.

Sworn in open court,
Test:

Wm. T. Bishop
Register of Wills of Queen Anne's County, Md.

Order of Court admitting will to probate.

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 Martha J. Gillespie late of Queen Anne's County, deceased having been exhibited for probate, and no objection thereto having been made, although notice, according to law, appears to have been given to the next relations of said deceased

The Court, after having examined the said instrument of Writing and also the evidence adduced as to its validity, orders and decrees, this nineteenth day of May A. D., 1925, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Martha J. Gillespie deceased.

W. Hopper Gibson

John R. Benton

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 of the last Will and Testament of Martha J. Gillespie, late of Queen Anne's County, State of Maryland, deceased, as filed and passed in this office on May 19, 1925, and recorded in Liber W. T. B. No. 3 Folio 191 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 11th day of March 1930.

Seal's
Place.

William T. Bishop
Register of Wills for Queen Anne's County, Maryland.

PETITIONER'S EXHIBIT B.
Filed March 14th, 1930.

To Claude P. Hearn and Richard T. Earle, Executors and Trustees under the will of Martha J. Gillespie, late of Queen Anne's County, Maryland, deceased:

I hereby offer to purchase from you the farm located on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, known as the Martha J. Gillespie Farm in Cox's Neck comprising one hundred acres of land, more or less, upon the following terms and conditions:

1. I tender you herewith the sum of five hundred dollars (\$500.00) on account of the purchase price, said purchase price to be the sum of eight thousand five hundred and fifty dollars (\$8,550.00) and agree to pay the balance thereof, namely, eight thousand and fifty dollars upon the delivery by you to me of a good and sufficient deed for the property, conveying to me a fee simple title thereto free, clear and discharged from any encumbrances thereon.

2. This offer and the sale hereby contemplated is subject to the ratification of either the Orphans' Court of Queen Anne's County or Circuit Court for Queen Anne's County, in Equity, which ever shall have jurisdiction in the premises and it is understood that you shall take steps to have said sale ratified and confirmed by one or the other of said courts within six months from the date hereof and that immed-

ately upon procuring said ratification you will execute and deliver to me the aforesaid deed for the property.

3. It is distinctly understood that if you are unable to procure the ratification of this sale by one or the other of the aforesaid courts, or if you are unable to convey a good and merchantable fee simple title to the property, the above deposit of five hundred dollars (\$500.00) is to be returned to me and you are not to be held responsible for not being able to complete this sale if said ratification can not be procured or though any inability on your part to give a merchantable fee simple title to said property.

4. Possession will be given immediately upon final settlement, subject, nevertheless, to the tenancy for the year nineteen hundred and twenty nine of Charles Stevens, the present tenant thereon but I am to have the privilege of going on said property for the purpose of shooting ducks or making arrangements therefor, provided, however, I am able to make satisfactory arrangements with said Charles Stevens, tenant, for so doing and to procure his permission therefor.

5. You are to pay the taxes for the year 1929 and to be entitled to the rents and profits for said year, Insurance premiums are to be adjusted as of the date of settlement.

6. I am to pay the expenses of the title papers for the property but any expenses incident to procuring the ratification of this sale by the court or the clearing of the title to the property are to be paid you.

Given under my hand and seal this 23rd day of May in the year 1929.

Witness:

B. Scott Stokes (SEAL)

Chas. F. Rich.

We hereby accept the above offer subject to all of the terms and conditions therein set forth and agree to carry out said terms and conditions as therein specified.

Witness our hands and seals this 19th day of July in the year 1929.

Witness:

Claude P. Hearn (SEAL)

as to Claude P. Hearn

J. Clarence Higgins

Richard T. Earle (SEAL)
Executors and Trustees under
the will of Martha J.
Gillespie, deceased.

As to Richard T. Earle

Mrs. I. D. Porter.

PETITIONER'S EXHIBIT C.
Filed March 14th, 1930.

QUEEN ANNE'S COUNTY,

TO WIT:

STATE OF MARYLAND,

This is to certify that on the 18th day of February in the year nineteen hundred and thirty, there was filed in the Office of the Register of Wills for Queen Anne's County a First and Final Administration Account in the Estate of Martha J. Gillespie, deceased, by Claude P. Hearn and Richard T. Earle, Executors, and said Account was, on the date aforesaid, passed by the Orphans' Court of Queen Anne's County; and it appears from said account and from the vouchers thereiwhit that all claims which were filed against said estate and entered upon the Docket of Claims in the Office of the Register of Wills were paid in full by said Executors.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of my Office on this 11 th day of March in the year nineteen hundred and thirty.

Seal's
Place.

William T. Bishop
Register of Wills for Queen Anne's
County.

PETITIONER'S EXHIBIT D.
Filed March 14th, 1930.

In the Matter of the
Trust Estate created
under the last will
and testament of Martha
J. Gillespie, deceased.



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

Your trustees' Report the following income arising from the corpus of said estate, to wit:

Tomato and wheat crops for the year 1926 - - - - -	\$ 538.60
Corn crop for the year 1926 - - - - -	62.80
Crops for the year 1927 - - - - -	354.63
Wheat crop for the year 1928 - - - - -	378.74
Corn crop for the year 1928 - - - - -	37.12
Wheat crop for the year 1929 - - - - -	<u>503.11</u>
Your Trustees charge themselves with the total income from said farm, to wit - - - - -	\$1,875.10

Your Trustees crave to be allowed for the following expenditures:

1. Taxes for the year 1926 as per receipted tax bill - - - - -	86.50
2. Taxes for the year 1927 as per receipted bill - - - - -	95.16
3. Taxes for the year 1928 as per receipted bill - - - - -	74.95
4. Taxes for the year 1929 as per receipted bill - - - - -	74.73
5. For lumber purchased from E. S. Adkins used for upkeep of mansion house as per receipted bill - - - - -	60.96
6. L. M. Sewell for carpenter work on said farm as per receipted bill -	15.50
7. E. Harry Gardner for carpenter work on said farm - - - - -	48.80
8. James E. Krwan for wiring and fencing said farm as per receipted bill	57.60
9. E. S. Valliant for phosphate for 1926 wheat crop - - - - -	72.15
10. J. Thomas Nickerson for clover seed used on said farm as per receipted bill - - - - -	34.00
11. Earnest W. Grubb for seed corn as per receipted bill - - - - -	5.20
Amount brought forward	625.55
12. Phosphate purchased from agent of Armour as per cancelled check - - - - -	\$ 39.30
13. Phosphate purchased from E. S. Valliant for 129 wheat crop as per receipted bill - - - - -	104.00
14. For money paid Charles C. Stevens for seed wheat for the years 1928 and 1929, as per receipt - - - - -	<u>90.45</u>
Total disbursements - - - - -	859.30
Balance in the hands of the Trustees - - - - -	\$ 1,015.80
derived from the income of the corpus of said estate.	

TOTAL INCOME ACCOUNTED FOR - - - - - \$ 1,875.10

831368

N I S I

In the Matter of the Trust Estate created under the last will and testament of Martha J. Gillespie, deceased.

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

CHANCERY NO. 2814.

ORDERED, This 15th. day of March A. D., 1930, that the sale of the real estate made and reported in this cause by Calude P. Hearn and Richard T. Earle, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. 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 21st. day of April next.

The Report states the amount of sales to be \$8,550.00.

B. Hackett Tunrer Clerk.

Filed March 15th. 1930.

CERTIFIED COPY OF BOND. Filed May 1st, 1930.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the first day of May, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that, we, Claude P. Hearn of New Castle County, State of Delaware, and Richard T. Earle of Pinellas County, State of Florida, as principals and The National Surety Company, a body corporate, as surety, 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, to be paid to the said State of Maryland, or its certain attorney to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th. day of April, in the year of our Lord One thousand, nine hundred and thirty.

WHEREAS, by Item 24 of the last will and testament of Martha J. Gillespie, late of Queen Anne's County, deceased, the said Claude P. Hearn and Richard T. Earle were constituted Trustees for the purposes set forth in said Item 24 of said last will and testament;

AND WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed, on the fourteenth day of March, in the year nineteen hundred and thirty, in a case in said court entitled "In the matter of the Trust created under the last will and testament of Martha J. Gillespie, deceased", the said Claude P. Hearn and Richard T. Earle were likewise constituted Trustees for the purposes set forth in said decree and for the purpose of carrying out the terms and conditions of the last will and testament of Martha J. Gillespie, deceased.

NOW THE CONDITTON OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, Claude P. Hearn and Richard T. Earle, do and shall well and faithfully perform and execute the trust reposed in them by the aforesaid decree or that may be reposed in them by any future order or decree in the premises and shall safely, securely and properly manage the said trust estate in accordance with the terms and provisions of the last will and testament of Martha J. Gillespie, deceased, then the above obligations shall be void, otherwise to be and remain in full force and virtue in law.

Witness: J. H. Leithren

Claude P. Hearn (SEAL)

Virgil S. _____

Richard T. Earle (SEAL)

Attest as to surety: Thos. J. Keating, Jr.

Seal's Place.

National Surety Company, a body corporate

By Marie Shortall. Attorney in fact.

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

Security approved and bond filed May 1st. 1930.

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. 76 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 1st. day of May, in the year 1930.

Seal's
Place.

B. Hackett Turner

Clerk.

ORDER OF COURT
Filed March 15th, 1930.

IN THE MATTER OF THE TRUST
CREATED UNDER THE LAST WILL
AND TESTAMENT OF MARTHA J.
GILLESPIE, DECEASED.

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

Upon the foregoing petition, affidavit and exhibits it is this 14th 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 of said Court adjudged, ordered and decreed that jurisdiction be, and it is, hereby assumed by this court over the trust estate created by Item 24 of the last will and testament of Martha J. Gillespie, deceased, and of which Claude P. Hearn and Richard T. Earle were named Trustees by said last will and testament.

AND it is further ordered, adjudged and decreed that said Claude P. Hearn and Richard T. Earle shall continue to act as Trustees of said Trust estate with full power and authority to execute the aforesaid trust in accordance with the terms of said Item 24 of said last will and testament; and that before exercising any further duties as such Trustees the said Claude P. Hearn and Richard T. Earle shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and have surety or sureties to be approved by this Court in the penalty of Eleven thousand dollars if corporate and double that amount if personal surety, conditioned for the faithful performance and execution of the trust reposed in them by this decree, or that may be reposed in them by any future order or decree in the premises, and for the safe, secure and proper management of said trust estate in accordance with the terms and provisions of the said last will and testament of Martha J. Gillespie, deceased; and on obtaining the Court's ratification of the sale herein reported and on payment of the full purchase price, and not before, the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the said B. Scott Stokes, his heirs and assigns the said tract of land or farm so sold unto him.

AND the said Trustees shall bring into this Court the money arising from said sale to be administered or distributed under direction of this Court in accordance with the terms and conditions of said Item 24 of said last will and testament of Martha J. Gillespie, deceased, after deducting the costs of these proceedings and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

LEWIN W. WICKES

Filed March 15th, 1930.

PETITION OF THE CENTREVILLE
FREE LIBRARY.
Filed May 1st, 1930.

IN THE MATTER OF THE TRUST ESTATE
CREATED UNDER THE LAST WILL AND
TESTAMENT OF MARTHA J. GILLESPIE,
DECEASED.

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

Cause No. 2814.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of The Centreville Free Library, Inc., unto your Honors respectfully shows:

1. That as will appear by reference to the Report of Sale and Petition filed in this cause on the fourteenth day of March, nineteen hundred and thirty, the Trustees named in the last will and testament of Martha J. Gillespie, deceased, have sold the tract of land or farm therein mentioned, which was devised to them, in trust, under Item Twenty Four of said last Will and testament.

2. That as will appear by reference to said Item Twenty Four of said last will and testament your Petitioner is bequeathed the proceeds of sale and all income accrued thereon, after the payment thereof of a certain sum of money and certain legacies therein mentioned, provided certain conditions set forth in said last will and testament have been complied with.

3. That your Petitioner has purchased a suitable lot or parcel of land for the purpose of a building to be erected thereon to the memory of Dr. Charles T. Cahoon and Martha J. Cahoon, as will appear by reference to a certified copy of the deed thereof from The Board of Education for Queen Anne's County, State of Maryland, bearing date the twelfth day of March, nineteen hundred and thirty, and recorded in Liber B. H. T. No. 11, folios 52, etc., a land record book for Queen Anne's County aforesaid, filed herewith as a part hereof and marked "Library's Exhibit No. 1".

4. That your Petitioner has become a legal body corporate for the purpose of conducting a free library in the town of Centreville, Queen Anne's County, State of Maryland, as will appear by reference to a certified copy of the Certificate of Incorporation, bearing date the fifteenth day of December, nineteen hundred and twenty seven, and recorded in Liber W. D., folios 199, etc., a charters and acts of incorporation book for Queen Anne's County, filed herewith as a part hereof and marked "Library's Exhibit No. 2".

5. That the lot or parcel of land, on which the memorial building as aforesaid is to be erected, is located within the boundaries of the town of Centreville and within a radius of one-fourth of a mile from the intersection of Commerce and Water Streets in said town.

6. That the consideration for the purchase of said lot or parcel of land on which said memorial building is to be erected was Five Dollars (\$5.00) and other good and valuable considerations, which said other good and valuable considerations are worth considerable more than a sum of money equal to one-fifth of the entire fund available under the provisions of said will for the purpose of erecting said memorial building.

7. That said lot or parcel of land so purchased as aforesaid is unimproved.

8. That your Petitioner stands ready to place in a conspicuous position on the inside wall of said memorial building, when erected, a tablet setting forth that the said building was erected "to the memory of Dr. Charles T. Cahoon and Martha J. Cahoon, the latter of whom devoted the best years of her life to the education and advancement of the girls of this community",

9. That your Petitioner having fulfilled the conditions specified by said will within a period of five years from the date of the death of the said Martha J. Gillespie, it is advised that it is entitled to receive said legacy so bequeathed to it as aforesaid, free and discharged from the trust hereinbefore mentioned.

Your Petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering the said Trustees to pay the fund, principal and interest, now in the hands of said Trustees, unto the proper officers of your Petitioner, and to further direct the auditor of this Court to distribute said fund so available as aforesaid unto your Petitioner in the audit to be stated by him between said Trustees and said proceeds of sale.

And as in duty bound, etc.,

ATTEST:

THE CENTREVILLE FREE LIBRARY, INC.,

T. R. Valliant
Its Secretary.

By T. G. Bennett
Its President.

Edwin H. Brown, Jr.
Attorney for Petitioner.

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

I HEREBY CERTIFY that on this twenty eighth day of April, in the year nineteen hundred and thirty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas Gordon Bennett, the President of The Centreville Free Library, a body corporate, and made 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.

Filed May 1st, 1928.

B. Hackett Turner
Clerk.

ORDER OF COURT

Upon the foregoing Petition and Affidavit, IT IS ORDERED, this 16th day of May, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the auditor of this Court be and he is hereby directed, when stating the audit between the Trustees in this cause and the proceeds of the real estate sold under the proceedings in this cause, to distribute to The Centreville Free Library, Inc., a body corporate, the balance of the proceeds of sale, which were bequeathed to it by Item Twenty Four of the last will and testament of Martha J. Gillespie, deceased; and upon the final ratification of said audit by this Court Claude P. Hearn and Richard T. Earle, the Trustees in this cause, are hereby authorized, directed and empowered to pay the balance of said proceeds of said sale, so bequeathed to said body corporate as aforesaid, unto the proper officers of the said body corporate. Said auditor's account containing said allowance and distribution to be subject to the usual exceptions.

Lewin W. Wickes.

EXHIBIT NO. 1
Filed May 1st, 1930.

.....
#14,206. Q U E E N A N N E ' S C O U N T Y , to wit: Be it remembered that on the 16th. day of April, in the year nineteen hundred and thirty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 12th. day of March, in the year nineteen hundred and thirty, by the Board of Education for Queen Anne's County, State of Maryland, Witnesseth:-

THAT IN CONSIDERATION of the sum of five dollars and other good and valuable considerations The Board of Education for Queen Anne's County does hereby grant and convey unto The Centreville Free Library, Inc., its successors and assigns in fee simple, All that tract of land situate, lying and being in the town of Centreville in the Third Election District of Queen Anne's County on the East side of Commerce Street near the Centreville Grammar School and more particularly described by metes and bounds, courses and distances, as follows to wit:- Beginning at a point on the East side of Commerce Street in the town of Centreville 309 feet 5 inches distance in a northerly direction with Commerce Street from the Southwest corner of the store building of Lowe & Bartlett and running thence with Commerce Street North 30 degrees East 24 feet, thence South 51 degrees East 90 feet, thence South 39 degrees West 24 feet, thence North 51 degrees West 90 feet along a line

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paralleling the division line between this lot and the land of the heirs of C. P. Walters eleven feet distant to the place of beginning and containing 2160 square feet of land.

TOGETHER with all the rights, roads, ways, waters, alleys, advantages and appurtenances thereto belonging or in anywise appertaining.

AND the Board of Education for Queen Anne's County hereby covenants that it will warrant specially the property hereby conveyed and will give such other and further assurances of title as may be requisite or necessary.

AND this deed further witnesseth that the said body corporate, The Board of Education for Queen Anne's County has constituted and appointed and does hereby constitute and appoint by these presents Thomas Gordon Bennett its true and lawful attorney for it and in its name and as its act and deed to acknowledge the within and foregoing deed to be the act and deed of the said body corporate.

AND Albert S. Cook, State Superintendent of Schools of Maryland, has hereunto signed his name and affixed the seal of his office as evidence, of his approval to the sale herein made.

In testimony whereof the said body corporate, The Board of Education for Queen Anne's County has caused its name to be signed hereunto by William E. Denney, its President and its corporate seal to be attached hereto by Thomas Gordon Bennett, its Secretary.

T. G. Bennett Seal's
Secretary. Place.

THE BOARD OF EDUCATION FOR
QUEEN ANNE'S COUNTY.

By: Wm. E. Denney
President.

Test as to William E. Denney,
President.
Marcella W. Thomas.

Albert S. Cook
State Superintendent of
Schools of Maryland.

Test as to Albert S. Cook,
Superintendent of Schools
Of Maryland.
E. Sue Walter.

State of Maryland,

Queen Anne's County, To Wit:

I hereby certify that on this 12th. day of March, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Thomas Gordon Bennett, the person named and described in the letter of the Power of Attorney contained in the foregoing deed, and by virtue and in pursuance of the power and authority thereby granted and conferred, did acknowledge the within and foregoing deed to be the act and deed of the said body corporate, The Board of Education for Queen Anne's County.

Notary
Public
Seal.

In testimony whereof I hereunto set my name and affix my notarial seal the day and year above written.

Lida Hopkins
Notary Public.

State of Maryland, Baltimore City, To Wit:

I hereby certify that on this 13th. day of March, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, personally appeared Albert S. Cook, State Superintendent of Schools of Maryland, and acknowledged that in his official capacity as State Superintendent of Schools of Maryland, he signed his name and affixed his official seal to the conveyance of the within described real estate and improvements thereon.

Notary
Public
Seal.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

Anna Teichman
Notary

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. #11, folios 52 etc., a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 29th. day of April, A. D. nineteen hundred and thirty.

Seal's Place.

B. Hackett Turner
C L E R K.

EXHIBIT No. 2.
Filed May 1st, 1930.

.....
QUEEN ANNES COUNTY, to wit: Be it remembered that on the Twenty third day of March, in the year Nineteen Hundred and twenty eight, the following Certificate of Incorporation was filed for record, to wit:

THE CENTREVILLE FREE LIBRARY, INCORPORATED.
CERTIFICATE OF INCORPORATION.

THIS IS TO CERTIFY;

FIRST: That we, the subscribers, Thomas Rigby Valliant, whose post-office address is Centreville, Queen Anne's County, Maryland; Edwin Henry Brown, Jr., whose post-office address is Centreville, Queen Anne's County, Maryland; Thomas Gordon Bennett whose post-office address is Centreville, Queen Anne's County, Maryland; Denzel Carlyle, Blevins, whose post-office address is Centreville, Queen Anne's County, Maryland; Archibald Miller Dewing whose post-office address is Centreville, Queen Anne's County, Maryland; Alfred Marion Green, whose post-office address is Centreville, Queen Annes County, Maryland, John Goldsborough whose post-office address is Centreville, Queen Anne's County, Maryland, William Raymond Horney, whose post-office address is Centreville, Queen Anne's County, Maryland, John Thomas Holland, whose post-office address is Centreville, Queen Anne's County, Maryland; William Layton Holton, whose post-office address is Centreville, Queen Anne's County, Maryland; Robert Reeves Price, whose post-office address is Centreville, Queen Anne's County, Maryland; Milton Babe Slemmer, whose post-office address is Centreville, Queen Anne's Maryland; Francis Edwin Thomas, whose post-office address is Centreville, Queen Annes County, Maryland; Philemon Hopper Thompson whose post-office address is Centreville, Queen Annes County, Maryland; Samuel Charles Walls, whose post-office address is Centreville, Queen Annes County, Maryland; and Norman Price Walters, whose post-office address is Centreville, Queen Anne's County, Maryland; all being of full legal age, do, under and by virtue of the General Laws of the State of Maryland, authorizing the formation of corporations, associate ourselves with the intention of forming a corporation.

SECOND: That the name of the corporation, (which is hereinafter called the Coropration), is The Centreville Free Library, Incorporated.

THIRD: The purpose for which the Corporation is formed and the business or objects to be carried on and promoted by it are as follows:

(a) To own and maintain and run a circulating Library in in the Town of Centreville, Queen Anne's County, State of Maryland, and the surrounding Communities.

(b) To maintain and conduct anything that will lead to the advancement, either mentally or physically, of the citizens of the town of Centreville, Queen Anne's County, State of Maryland, and the surrounding Communities.

(c) To acquire by purchase, gift, devise, bequest, or in any other manner, all property, real or personal, which may be suitable or necessary for the purposes of the Corporation and to hold, mortgage, lease, sell, grant and convey or otherwise dispose of any property, real or personal, held by the Corporation and to perform all acts which may be necessary to promote the purposes for which the Corporation is formed.

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 Thomas Rigby Valliant, Edwin Henry Brown, Jr., Thomas Gordon Bennett, Danzel Carlyle Blevins, Archibald Miller Dewing, Alfred Marion Green, John Goldsbrough, William Raymond Horney, John Thomas Holland, William Layton Holton, Robert Reeves Price, Milton Babe Slemmer, Francis Edwin Thomas, Philemon Hopper Thompson, Samuel Charles Walls and Norman Price Walters and severally acknowledged the foregoing Certificate of Incorporation to be their act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Lida Hopkins,
Notary Public.

On the back of the foregoing was thus endorsed to wit:

Certificate of Incorporation of "The Centreville Free Library, Incorporated" received for record December, 1927, at 9.00 o'clock A. M., and approved by the State Tax Commission of Maryland 19, 1927, as in conformity with law and ordered recorded.

Jesse D. Price

J. Ehos Ray

Commissioners.

Recorded in Liber 78, Folio 58, one of the Charter Records of the State Tax Commission of Maryland.

TO THE CLERK OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

It is hereby Certified, that the within instrument, together with all endorsements thereon, is a true copy as received, approved and recorded by the State Tax Commission of Maryland.

As Witness my hand and seal of the said Commission at Baltimore.

Thomas A. Murray, Jr.,
Secretary.

Capital \$ None Bonus tax paid \$ None; Recording fee paid \$10.00.

FOURTH: The post-office address of the place at which the principal office of the Corporation in this State will be located is Centreville, Queen Anne's County, Maryland.

The resident agent of the Corporation is Edwin H. Brown, Jr., whose post-office in Centreville, Queen Anne's County, Maryland. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: The Corporation shall have at least three but no more than seven directors, and the said T. Gordon Bennett, Matilda B. Keating, T. Rigby Valliant, Mary Y. Brown, Robert R. Price, Nannie M. Wright, and William Raymond Horney shall act as such until the first annual meeting for the election of directors, or until their successors are duly chosen and qualified.

SIXTH: The Corporation is to be a non-stock corporation and will, therefor, have no capital stock.

IN WITNESS WHEREOF, we have signed this Certificate of Incorporation, on this fifteenth day of December, in the year nineteenthundred and twenty seven:

Thomas Rigby Valliant

Edwin Henry Brown, Jr.

Thomas Gordon Bennett

Danzel Carlyle Blevins

Archibald Miller Dewing

Alfred M. Green

John Goldsbrough

William Raymond Horney

Test: (as to all parties).

Lida Hopkins.

John Thomas Holland
 William Layton Holton
 Robert Reeves Price
 Milton Babe Slemmer
 Francis E. Thomas
 Philemon Hopper Thompson
 S. Chas. Walls
 Norman Price Walters.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this 15th. day of December in the year nineteen hundred and twenty seven, before me, the subscriber,

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber W. D. #1, folios 199 etc., a Charter and Acts of Incorporation Record book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 29th. day of April, A. D. nineteen hundred and thirty.

Seal's Place.

B. Hackett Turner

C L E R K.

CERTIFICATE OF PUBLICATION
 OR ODER NISI.
 Filed May 20th, 1930.

NISI

IN THE MATTER OF THE TRUST ESTATE
 CREATED UNDER THE LAST WILL AND TESTA-
 MENT OF MARTHA J. GILLESPIE, DECEASED

IN THE CIRCUIT COURT FOR QUEEN
 ANNES COUNTY IN EQUITY.

CHANCERY NO. 2814.

ORDERED, This 15th day of March A. D., 1930, that the sale of the real estate made and reported in this cause by Claude P. Hearn and Richard T. Earle, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Annes County, Maryland, once in each of four successive weeks before the 21st day of April next.

The Report states the amount of sales be \$8,550.00.

B. HACKETT TURNER, Clerk.

True Copy-Test:

B. HACKETT TURNER, Clerk.

Filed March 15th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., Mary 20, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the

cause, a counsel fee in such an amount as your Honors may think proper in consideration of the services rendered by them to the trust estate.

Respectfully submitted,

J. OWEN KNOTTS

THOS. J. KEATING JR.

PETITIONERS
(SOLICITORS FOR TRUSTEES)

Filed July 18th, 1930.

CONSENT OF THE LIBRARY
Filed July 18th, 1930.

In The Matter of the Trust
Created under the Last Will
and Testament of Martha J.
Gillespie,

In the Circuit Court for
Queen Annes County, in
Equity.

To the Honorable, the Judges of said Court:

The Centreville Free Library, Incorporated, by Edwin H. Brown Jr., its Attorney, respectfully shows unto your Honors:

That the said The Centreville Free Library, Incorporated, is the principal beneficiary of the trust fund in the above entitled cause, and that as such it will releive the residue of said trust fund after the payment of the costs and expenses of the proceedings in this cause and the payment of the sum of three thousand dollars to the children of Richard T. Earle.

That Thomas J. Keating Jr. and J. Owen Knotts, solicitors for the trustees, have filed a petition for the allowance of a counsel fee to said solicitors out of the funds in this estate.

That said The Centreville Free Library, Incorporated, is willing that a counsel fee should be allowed unto the solicitors for the Trustees to be paid out of the funds in this trust estate.

Wherefore the said The Centreville Free Library, Incorporated, files this assent to the passing of such order as may be proper in the premises, allowing unto Thomas J. Keating Jr. and J. Owen Knotts, solicitors for the Trustees, a counsel fee of such an amount as the Court may see fit to allow, the same to be paid out of the funds of this Trust Estate and allowed unto the Trustees as a credit in the audit to be filed herein.

Respectfully submitted,

EDWIN H. BROWN JR.
Solicitor for The Centreville Free
Library, Incorporated.

Filed July 18th, 1930.

ORDER OF COURT
Filed July 21st, 1930.

Upon the foregoing petition of J. Owen Knotts and Thomas J. Keating Jr. it is this 21st day of July 1930, by the Circuit Court for Queen Annes County, in Equity, ORDERED that said J. Owen Knotts and Thomas J. Keating, Jr. be and they are hereby allowed the sum of two hundred dollars, as a counsel fee in this cause, said sum to be paid by the Trustees out of the proceeds of sale and to be allowed by the Auditor of this Court when stating an audit, the ultimate beneficiary in this case having consented to the allowance of counsel fee and this order being subject to the usual exceptions.

Filed July 21st, 1930.

W. H. ADKINS
LEWIN W. WICKES

REPORT AND ACCOUNT OF THE AUDITOR
Filed July 30th, 1930.

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

In the Matter of the Trust Estate created under the last
Will and Testament of Martha J. Gillespie, deceased. (Cause
2814.)

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To the Honorable, the Judges of said Court:

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

It appears from the proceedings of this cause that the trustees hereof, Claude P. Hearn and Richard T. Earle, have for distribution under the will of Martha J. Gillespie, the testatrix of the cause, two distinct funds:

1. The net proceeds of the sales of the farm of the testatrix:
2. The money arising from the sales of the crops of the farm produced after the expiration of one year counting from the date of the death of the testatrix.

The proceeds of the crops raised during the year commencing with the date of the death of the testatrix appear to have been delivered by the trustees to the executors of the will in accordance with the terms of the will and the trust of this cause is not concerned with same.

The auditor has been asked to state an audit by which both funds above mentioned will be completely distributed and to do this he has been obliged to construe the will of the testatrix as no construction appears to have been given.

Item 24 of the will contains:

1. A devise of the farm of the testatrix to Claude P. Hearn and Richard T. Earle, in trust to lease, to collect the rents arising from the farm and to pay over to the executors of will the proceeds arising from the farm for the first year after death of the testatrix.
2. A power and direction to the trustees to sell the farm within five years counting from the date of the death of the testatrix;
3. A direction to the trustees to pay out of the proceeds of the sale of the farm \$3,000.00 to the children of Richard T. Earle.
4. A direction to the trustees to retain the balance of the net proceeds of the sale of the farm; to invest same; to collect the interest arising from the investment; to pay both principal and interest to the Centreville Free Library association after same had complied with certain conditions named in the will.

There is no specific mention in the will of the proceeds of the crops or the sale thereof arising in the period commencing on year after the death of the testatrix (which proceeds are hereinafter called for brevity "net income") and no specific disposition of this net income is made in the will and the same must pass under the residuary clause of the will to prevent an intestacy in relation thereto.

It can make no difference whether the trust created for the management of the farm was intended to last one year only with a power of sale to the trustees to be exercised thereafter during the next four years of the farm or whether the trust for the management of the farm was created to last until the sale should be made, for the disposition of the net income would be the same in either case.

In the first case the farm would pass under the residuary clause of the will to the residuary legatee named therein until the residuary legatee named therein until the residuary legatee should be divested of the farm by a sale thereof by the trustees and until this divestment took place the residuary legatee would be entitled to collect the rents and crops of the farm. Miller's "Construction of Wills", page 766, note 7.

In the second place the trustees would receive the net income in trust to pay the same to the residuary legatee under the residuary clause of the will, there being no other disposition in the will of the net income.

The auditor concludes that the net income is not given to The Centreville Free Library Association because the same does not form part of the "balance of . . . proceeds" of the sale of the farm nor of the interest on the investment thereof, the only gifts to The Centreville Free Library Association.

The auditor concludes the residuary legatee named in the residuary clause of the will is entitled to the net income mentioned.

The auditor has examined the proceedings in the Orphan's Court of Queen Anne's County in the matter of the administration of the personal estate of the testatrix and finds that no collateral inheritance tax has been paid on the farm or proceeds thereof.

The Centreville Free Library, Inc., by its petition filed in this cause claims the legacy given by the will to the Centreville Free Library Association mentioned in the will.

The costs to be paid by the trustees are as follows:

costs of the Clerk of the Court,	\$ 25.50
costs of the Register of Wills,	5.50
costs of advertising order nisi on sale,	5.00
costs of advertising order nisi on audit,	3.00
costs of bond of trustees,	44.00
fee of auditor,	<u>36.00</u>

Total, \$119.00

The auditor has apportioned these costs between the two funds mentioned above.

In the first of the within accounts the trustees are charged with the gross amount of the sale of the land made by them and are then thereout allowed their commissions for making the sale according to the rule of the court relating to commissions allowed trustees selling under the decree of the court, the fee directed to be paid by

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the court to the attorneys of the trustees and the amount of the costs chargeable by apportionment to the sale of the land.

Then in the same account the following allowances are also made:
 To the children of Richard T. Earle their legacy of \$3,000.00 less the amount of the collateral inheritance tax due by them;
 To the State of Maryland the amount of the collateral inheritance tax just mentioned;
 To The Centreville Free Library Association, Inc., the balance then remaining less the collateral inheritance tax due thereon;
 To the State of Maryland the amount of the collateral inheritance tax last mentioned.

In the second of the within accounts the trustees are charged with the net income hereinbefore mentioned and are then thereout allowed as follows:
 Their commissions on the gross amount charged to them at the rate of five per centum.
 Their costs of management of the farm.
 That part of the apportioned costs of this fund mentioned above.

The balance then remaining less the amount of the collateral inheritance tax due thereon is by said account then distributed unto the residuary legatee named in the residuary clause of the will and finally the amount of the collateral inheritance tax is then distributed to the State of Maryland.

Which is respectfully submitted,

July 30, 1930.

MADISON BROWN
auditor.

Cause No. 2814.

The proceeds of the trust estate created by the will of Martha J. Gillespie, deceased, in account with Claude P. Hearn and Richard T. Earle named in said will as trustees of said trust estate.

1930		CR.
Mar.	14.	By gross proceeds of the sale of the real estate made by them per their report filed this date: \$8,550.00

DR.	
To Claude P. Hearn and Richard T. Earle, trustees, for their commissions per the rule of the court for making the sale, to wit: the sum of	\$ 387.00
To do., for the amount of the fee allowed J. Owen Knotts and T. J. Keating, Junior, to be paid them by said trustees out of the proceeds of the sale mentioned above, per the order of the court passed July 21, 1930, to wit: the sum of	200.00
To do., for that part of the court costs of the proceedings of this cause to be paid by the trustees chargeable by apportionment to the fund or sale mentioned above, to wit: the sum of	97.65
To balance, being the net sale of said land	7,865.35
	\$8,550.00
	\$8,550.00

CR.	
By balance brought down, to wit: the sum of	\$7,865.35

DR.	
To Richard T. Earle, junior, Ann Earle and James T. Earle, second, children of Richard T. Earle, legatees named in "Item 24" of said will, in equal proportions, share and share alike, in payment of legacy of \$3,000.00 of said item less the amount of the collateral inheritance tax due thereon, to wit: the sum of	\$2,850.00
To Claude P. Hearn and Richard T. Earle, trustees in trust to be paid to the State of Maryland, the amount of the collateral inheritance tax due by the legatees mentioned above in the legacy of \$3,000.00 mentioned above, to wit: the sum of	150.00
	\$3,000.00
To balance carried forward	4,865.35
	\$7,865.35
	\$7,865.35

Cause No. 2814.

CR.

By balance brought forward, the same being "The balance of the proceeds derived from the sale of farm" sold in this cause mentioned in "Item 24" of will, to wit: \$4,865.35

DR.

To The Centreville Free Library, Inc., a body corporate, the foregoing balance of \$4,865.35 less the amount of the collateral inheritance tax due thereon mentioned below of \$243.27 to wit: sum of \$4,622.08

To Claude P. Hearn and Richard T. Earle, trustees, in trust, to be paid to the State of Maryland, the amount of the collateral inheritance tax due by the legatee mentioned above on the amount of the legacy distributed to said legatee above, to wit: the sum of 243.27

\$4,865.35 \$4,865.35

MADISON BROWN

July , 1930.

auditor.

Cause No. 2814.

The proceeds of the trust estate created by the will of Martha J. Gillespie, deceased, in account with Claude P. Hearn and Richard T. Earle named in said will as trustees of said trust estate.

1930

CR.

July

24. By income from real estate received per "Exhibit D" filed from:

tomato and wheat crops of year 1926	\$ 538.60	
corn crop of year 1926	62.80	
crops of year 1927	354.63	
wheat crop of year 1928	378.74	
corn crop of year 1928	37.12	
wheat crop of year 1929	<u>503.11</u>	
	\$1,875.00	

By income from real estate per report filed July 2, 1930, of corn crop of year 1929 75.00
\$1,950.00

Less amount of over-charge against trustees in the "Exhibit D" now allowed per order of the court of June 30, 1930 78.21 1,871.79
\$1,871.79 \$1,871.79

DR.

To Claude P. Hearn and Richard T. Earle, trustees, for their commissions on gross income, 5% of \$1,871.79, sum of 93.59

To do., for that part of the court costs of these proceedings to be paid by them chargeable by apportionment to gross income, to wit: the sum of 21.35

To do., for expenditures made by them per "Exhibit D" filed herein, to wit:

Taxes of year 1926	\$ 86.50
Taxes of year 1927	95.16
Taxes of year 1928	74.95
Taxes of year 1929	74.74
For lumber for repairs	60.96
For carpenter work	15.50
For carpenter work	48.50
For fencing	57.60
For phosphate	72.15
For clover seed	34.00
For seed corn	5.20
For phosphate	39.30

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For phosphate	104.00		
For seed wheat	<u>90.45</u>	859.30	
Amounts carried forward		\$974.24	\$1,871.79

Cause No. 2814.	DR.	CR.
Amounts brought forward	\$ 974.24	\$1,871.79

DR.

To Claude P. Hearn and Richard T. Earle, trustees, for clover seed bought omitted from "Exhibit D", per account exhibited, to wit; the sum of 17.50

To balance which is the net income or rents of farm for period commencing one year after death of testatrix to day of sale, to wit: the sum of 880.05

\$1,871.79 \$1,871.79

CR.

By balance brought down, to wit: sum of \$ 880.05

DR.

To The Childrens' Home of the Eastern Shore of Maryland, residuary legatee named in "Item 25" of will of Martha J. Gillespie the balance above mentioned of \$880.05, less \$44.00 collateral inheritance tax due thereon, to wit: the sum of \$ 836.05

To Claude P. Hearn and Richard T. Earle, in trust for use of the State of Maryland, to be paid by them to said state, the amount of the collateral inheritance tax above mentioned, to wit: the sum of 44.00

\$ 880.05 \$ 880.05

July 26, 1930.

Filed July 30th, 1930.

MADISON BROWN
auditor.

NISI RATIFICATION OF AUDIT

In the Matter of the Trust Estate created under the last Will and testament of Martha J. Gillespie	} IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
	CASE No. 2814.

ORDERED, This 30th day of July in the year nineteen hundred and 30, 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 August 1930; provided a copy of this order be published once a week in each of two successive weeks before the 15th day of August 1930, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed July 30th, 1930.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Sept. 12th, 1930.

NISI RATIFICATION OF AUDIT

In the Matter of the Trust Estate created under the last will and testament of Martha J. Gillespie

In The Circuit Court For Queen Anne's County In Equity Case No. 2841.

ORDERED, This 30th day of July 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 23rd day of August, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 15th day of August, 1930 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed July 30th, 1930.

THE CENTREVILLE RECORD

Centreville, Md., Sept. 12th, 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the matter of the Trust Estate created under the last will & testament of Martha J. Gillespie 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 15th day of August in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

ORDER OF COURT
Filed Sept. 13th, 1930.

ORDERED this 12th day of September 1930, by the Circuit Court for Queen Anne's County, In Equity, that the audit of the proceeds of sales and of income filed in this cause by Madison Brown, Auditor, be, and the same is hereby, finally ratified and confirmed, save and except as to the amounts directed by said audit to be distributed unto The Centreville Free Library, Incorporated, and The Childrens' Home of the Eastern Shore of Maryland, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order nisi, and the Trustees are directed to apply the proceeds accordingly, (save and except the amount directed by the audit to be distributed to the said Centreville Free Library, Incorporated, and The Childrens' Home of the Eastern Shore of Maryland, which said amounts shall be held by the Trustees subject to the further order of this Court.)

Filed Sept. 13th, 1930.

LEWIN W. WICKES

PETITION OF RICHARD T. EARLE FOR THE
PAYMENT TO HIM AS GUARDIAN OF RICHARD
T. EARLE JR. ANNE EARLE & JAMES T.
EARLE

Filed Aug. 29th, 1930.

In the Matter of the
Trust created under the
Last Will and Testament
of Martha J. Gillespie,
Deceased.

IN THE CIRCUIT COURT OF QUEEN ANNE'S

IN EQUITY

Cause N. 2814.

To the Honorable, the Judges of said Court:

The petition of Richard T. Earle to your Honors respectfully
show:

1. That your petition and Claude P. Hearn are Trustees under the Last Will and Testament of Martha J. Gillespie, deceased, and that under and by virtue of the 24th. Item of said Last and Testament, the said Trustee were authorized and empowered to sell the real estate of the said testatrix and after the payment of the costs and expenses incident to the sale of same to pay over out of the proceeds the sum of \$3,000.00 to Richard T. Earle, Junior, Ann Earle and James T. Earle, second, children of your petitioner.

2. That the said Trustees have sold the real estate of the testatrix and have duly reported the same to this Honorable Court, which has by its order duly ratified the sale thereof; that all expenses incident to said sale have been paid, and that the aforesaid sum of \$3,000.00 at that time was due and payable to the legatees, free and discharged from said trust, the payment of same being made under said will as a first lien both against said real estate and the proceeds to be derived therefrom.

3. That your petitioner has applied for letters of guardianship for the said Richard T. Earle, Junior, Ann Earle and James T. Earle, and said letters have been granted to him upon his filing of an approved bond, which bond has been filed, as per certificate of guardianship hereto attached and made a part hereof.

4. That your petitioner is desirous of receiving forthwith the aforesaid sum of \$3,000.00 less collateral inheritance tax due the aforesaid legatees and can furnish the said Trustees a proper release therefor.

To the end, that this Honorable Court may pass an order directing the said trustees to pay to your petitioner as Guardian for the said Richard T. Earle, Junior, Ann Earle and James T. Earle the aforesaid sum of \$3,000.00 less the sum of \$150.00 collateral inheritance tax upon the giving to the said Trustees a valid release therefor, releasing the said trustees and their bond as such from any further liability for and on account thereof.

Respectfully submitted

RICHARD T. EARLE

The foregoing petition being read and considered, it is hereby ordered this 12th day of September that Claude P. Hearn and Richard T. Earle, Trustees in this cause, be and they are hereby directed to pay to the said Richard T. Earle, Guardian for Richard T. Earle, Junior, Ann Earle and James T. Earle, children of the said Richard T. Earle, the aforesaid sum of \$3,000.00 less \$150.00 collateral inheritance tax bequeathed to them under the 24th. Item of the Last Will and Testament of Martha J. Gillespie, deceased, upon the giving to said Trustees a proper release therefor.

LEWIN W. WICKES

Filed Sept. 16th, 1930.

CERTIFICATE OF GUARDIANSHIP

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 26th day of August A. D., nineteen hundred and thirty, that Richard T. Earle was appointed Guardian of Richard T. Earle Jr., Ann Earle and James T. Earle, infant children of Richard T. Earle and Cora B. Earle of Queen Anne's County, after he had entered into bond with approved security for the due performance thereof, according to law, and after he had taken the oath by law required of him,

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 26th day of August nineteen hundred and thirty

Seal's
Place.

WILLIAM T. BISHOP
Register of Wills for Queen Anne's
County.

CLERK'S CERTIFICATE

In the Matter of the Trust
Estate created under the Last
Will and Testament of Martha
J. Gillespie

In the Circuit Court for
Queen Anne's County,
in Equity.
No. 2814 Chy.

I HEREBY CERTIFY, that no objections to the ratification of the Audit have been filed in the above entitled proceedings, and that all taxed costs, as stated in the Auditor's Account filed in this cause on the 30 day of July 1930, 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 have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed, this 12th day of Sep. 1930.

Seal's
Place.

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

PETITION TO MAKE NEW PARTIES
DEFENDANT AND FOR RATIFICATION
OF AUDIT.
Filed Dec. 4th, 1930.

CAUSE NO. 2815.

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

Thomas J. Keating Jr.
Assignee

IN THE CIRCUIT COURT FOR
QUEEN ANNES COUNTY, in EQUITY.

vs

William H. Jopp and
Ethel M. Jopp,
Mortgagors

To B. Hackett Turner, Clerk:

Please docket suit for foreclosure as per the above titling and file therein a certified copy of the mortgage from William H. Jopp and Ethel M. Jopp, his wife, to John E. Kinnamon with the assignments, said mortgage being of record in Liber B. H. T. #6, folio 63 etc.

Filed March 15th, 1930.

Thos. J. Keating, Jr.
ASSIGNEE

CERTIFIED COPY OF
MORTGAGE AND ASSIGNMENTS.
Filed March 15th, 1930.

.....
#12,135. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 2nd. day of November, in the year nineteen hundred and twenty-six, the following Mortgage was brought to berecorded, to wit:-

THIS MORTGAGE, Made this First day of October, in the year nineteen hundred and twenty-six, by William H. Jopp and Ethel M. Jopp, his wife, of Queen Anne's County, in the State of Maryland, WITNESSETH,

WHEREAS, William H. Jopp is justly and bona fide indebted unto John E. Kinnamon, of Talbot County, in the State of Maryland; in the full and just sum of Four hundred Dollars, being for the balance of the purchase money due and owing on the hereinafter described real estate, the said principal sum of four hundred dollars to be due and payable three years after date, the interest thereon in the mean time to be due and payable semi-annually; Now, therefore, in consideration of the premises and of the sum of five dollars the receipt is hereby acknowledged, the said William H. Jopp and Ethel M. Jopp, his wife, do grant and convey unto the said John E. Kinnamon, in fee simple, ALL THAT PART, PIECE, OR PARCEL of land or ground, situate, lying and being in Queen Anne's County, State of Maryland, and described as follows, to wit: Beginning for the first part situate in (or near the village of Wye Mills, on the main or public road leading from Centreville to Wye Mills (now the State Road) and adjoining a lot with dwelling and store house thereon belonging to the said Mathias George, and contained within the following bounds, running in a Easterly direction 160 feet with the divisional line between said Lots, thence in a north-Easterly direction, 121 feet, and thence in a Westerly course 123 feet to said main road (now State Road) and thence with said main road (now State Road) 123 feet to the place of beginning said land being the identical same land as that described in the Deed from Laura J. Kinnamon, to the said William H. Jopp, bearing even date herewith, and intended to be recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber B. H. T. No. folios , immediately preceding these presents.

TOGETHER with all the 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 William H. Jopp, his heirs, executors, administrators or assigns, shall well and truly pay to the said John E. Kinnamon, his successors, executors, administrators or assigns, the aforesaid sum of Four hundred dollars, within three years from this date, and the interest thereon in the meantime semi-annually, 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 William H. Jopp, his heirs and assigns, shall possess said property.

AND the said William H. Jopp, 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 John E. Kinnamon, 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, her successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said John E. Kinnamon, 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 William H. Jopp 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 E. Kinnamon, 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 William H. Jopp, for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS THEIR HANDS AND SEALS.

TEST: Robert Coursey.

William H. Jopp (SEAL)

Ethel M. Jopp (SEAL)

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 14th. day of October, in the year nineteen hundred and twenty 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 William H. Jopp and Ethel M. Jopp, his wife, and did each acknowledge the foregoing Mortgage to be their respective act.

Robert Coursey
Justice of the Peace.

State of Maryland, Talbot County, To Wit:

I hereby certify that on this 14th. day of October, in the year Nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, legally commissioned and qualified, personally appeared John E. Kinnamon, the within named Mortgagee and made oath in due form of law that the consideration stated in the foregoing Mortgage is just and true and bona fide

as therein set out.

In testimony whereof I have hereunto subscribed my name and affixed my notarial seal the day and year first above written.

Notary
Public
Seal.

L. McG. Slaughter
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the 28th. day of September, in the year nineteen hundred and twenty-nine, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and aforegoing mortgage unto George E. Dawson.

Witness my hand and seal this 28th. day of September, in the year nineteen hundred and twenty nine,

Witness : Verna Mears.

John E. Kinnamon (SEAL)

Queen Anne's County, to wit: Be it remembered that on the fifteenth day of March, in the year nineteen hundred and thirty, the following Assignment was brought to be recorded, to wit:-

The within and aforegoing mortgage is hereby transferred and assigned unto Thomas J. Keating, Junior, for purpose of foreclosure and collection.

Witness my hand and seal this twenty-fourth day of February, 1930.

WITNESS; Jesse S. Burton.

George E. Dawson (SEAL)

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber B. H. T. #6, folios 63 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 15th. day of March, A. D. nineteen hundred and thirty.

Seal's
Place.

B. HACKETT TURNER
C L E R K.

CERTIFIED COPY OF BOND.
Filed April 10, 1930.

Queen Anne's County, to wit:- Be it remembered that on the tenth day of April, in the year 1930, 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, State of Maryland, as Principal and the Fidelity & Deposit Company of Maryland, a body corporate of the State of Maryland, as surety are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars (\$1000.00) current money, to be paid to the said State of Maryland or its certain attorney, to which payment, well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and cussessors jointly and severally, firmly by these presents, sealed with our seals and dated this eighth day of April, in the year of our Lord one thousand nine hundred and thirty.

WHEREAS, by virtue of the power of sale contained in a mortgage from William H. Jopp and Ethel M. Jopp, his wife to John E. Kinnamon, dated Oct. 1, 1926, and by mesne assignments assigned unto said Thomas J. Keating, Jr. for foreclosure and collection, the said Thomas J. Keating, Jr. Assignee, is about to make sale of the mortgage premises, default having occurred in the covenants contained in said mortgage, and has docketed suit for foreclosure in the Circuit Court for Queen Anne's County

in Equity as will appear by reference to a cause in said court entitled "Thomas J. Keating, Jr. Assignee vs. William H. Jopp and Ethel M. Jopp, mortgagors" and numbered 2815 on the Chancery docket of said court.

Now the condition of the above obligation is such that if the above bounden Thomas J. Keating, Jr. do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Thos. J. Keating, Jr. (SEAL)
Assignee

Witness:
Dorothy T. Sparks.

Fidelity & Deposit Co. of Md.
a body corporate
By E. V. Shockley
Attorney in fact. Seal's Place.

G. Gillis.

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed April 10th. 1930.
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. 74, 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 10th. day of April, in the year 1930.
Seal's Place.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed April 15th, 1930.

Thomas J. Keating, Jr.,
Assignee,

vs.

William H. Jopp and
Ethel M. Jopp, his wife,
Mortgagors.

)
(
)
(
)
(
)
(

In the Circuit Court for
Queen Annes County
In Equity.

STATEMENT OF MORTGAGE DEBT

Principal of mortgage debt -----	\$400.00
Interest in arrears from Apr. 1, 1929 to April 22, 1930 (the day of sale)-----	<u>25.47</u>
	\$425.47
Commissions to Attorney for collection as provided in mortgage at 5%-----	<u>21.27</u>
Total amount of mortgage indebtedness-----	\$446.74

State of Delaware)
) to wit:
County of Kent)

This is to certify that on this 11th day of April in the year nineteen hundred and thirty, before the subscriber, a Notary Public of the State of Delaware in and for Kent County, personally appeared George E. Dawson and did make oath in due form of law that the foregoing statement of the mortgage debt due and owing unto him by William H. Jopp and Ethel M. Jopp, his wife, mortgagors, is true to the best of his knowledge and belief.

Witness my hand and notarial seal the day and year above written.

Herman C. Taylor
Notary Public.

NOTARY
PUBLIC
SEAL.

ASSIGNEE'S REPORT OF SALE
Filed April 23rd, 1930.

Thomas J. Keating Jr.
Assignee

vs

William H. Jopp and
Ethel M. Jopp,
Mortgagors.

In the Circuit Court for
Queen Annes County, in
Equity.
Chancery #2815.

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Thomas J. Keating Jr., Assignee of the mortgage from William H. Jopp and Ethel M. Jopp, his wife to John E. Kinnamon, of the sale made by him in this cause, respectfully shows:

1. That after default had occurred in the covenants contained in the mortgage from William H. Jopp and Ethel M. Jopp, his wife, to John E. Kinnamon, dated October first, 1926, and by mesne assignments assigned unto the said Thomas J. Keating Jr. for foreclosure and collection, said mortgage and the assignments thereof being of record in Liber B. H. T. #6, folios Nos. 63, etc. a Land Record Book for Queen Annes County, and after docketing suit in this Court for foreclosure of said mortgage, and filing in this cause a bond in the penalty of one thousand dollars with surety duly approved by the Clerk of this Court, and after advertising said property for sale for more than twenty days prior to the day of sale in the Centreville Observer, a weekly newspaper printed and published in Queen Annes County, Maryland. a copy of said advertisement being filed herewith, the said Thomas J. Keating Jr, Assignee, did attend in front of the Court House door in the town of Centreville, Queen Annes County, Maryland, on Tuesday April twenty-second, nineteen hundred and thirty, at the hour of one-thirty o'clock P. M., and did offer the real estate, conveyed by the aforesaid mortgage, for sale to the highest bidder upon the following terms: Cash upon ratification of the sale, one hundred dollars of the purchase price to be paid on day of sale, as set forth in the advertisement of sale, and your Assignee also announced at the time of sale that the purchaser would be required to pay the taxes for the year 1930 and any insurance premiums would be adjusted as of day of sale, AND thereupon, your Assignee did sell said property unto Harry F. Callahan, of Queen Annes County, Maryland, who was then and there the highest bidder therefor, at and for the sum of FIVE HUNDRED AND SIXTY DOLLARS, which your Assignee believes to be the fair value of the property. The purchaser has made a deposit of one hundred dollars and your Assignee believes that upon the ratification of the sale the purchaser will make payment of the balance.

Respectfully submitted,

Thos. J. Keating, Jr.
ASSIGNEE

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

This is to certify that on this 23rd day of April in the year nineteen hundred and thirty, before the subscriber, Clerk of the Circuit Court for Queen Annes County, Maryland, personally appeared Thomas J. Keating Jr., Assignee, and did make oath in due form of law that the matters and things set forth 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 April 23rd, 1930.

B. Hackett Turner
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNES COUNTY.

CERTIFICATE OF PUBLICATION
OF SALE.
Filed April 23rd, 1930.

ASSIGNEE'S SALE OF VALUABLE
DWELLING PROPERTY
in Wye Mills

Under and by virtue of the power of sale contained in a mortgage from William H. Jopp and Ethel M. Jopp, his wife, to John E. Kinnamon dated October 1st., 1926, and recorded in Liber B. H. T. No. 6 folio 63 etc., a land record book for Queen Annes County, and by mesne assignments assigned unto Thomas J. Keating, Junior, for foreclosure and collection, default having occurred in the covenants, contained in said mortgage, the undersigned Assignee will offer at public sale to the highest bidder in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, April 23, 1930 at 1.30 o'clock P. M. all of the real estate conveyed by said mortgage and described as follows:

ALL THAT PART, PIECE, OR PARCEL of land or ground, situate lying and being in Queen Annes County State of Maryland, and described as follows, to wit: Beginning for the first part situate in (or near) the village of Wye Mills on the main or public road leading from Centreville to Wye Mills (now the State Road) and adjoining a Lot with Dwelling and Store House thereon belonging to the said Mathias George, and contained within the following bounds, running in a easterly direction 160 feet with the divisional line between said Lots thence in a North-Easterly direction, 121 feet, and thence in a westerly course 123 feet to said main road (new State Road) and thence with said main road (new State Road) 123 feet to the place of beginning.

Being the property more recently owned by Emma H. Barger.

The improvements consist of a five room frame dwelling and stable. This property is nicely located on the main highway from Centreville to Easton on the edge of Wye Mills and there is a nice garden embraced within the same.

TERMS OF SALE-A deposit of one hundred dollars will be required at time of sale and the balance payable in cash upon ratification of the sale.

THOMAS J. KEATING, JR.,
Assignee.

J. Elmer Anthony, Auct.

THE CENTREVILLE OBSERVER

Centreville, Md., April 23, 1930

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Thomas J. Keating Jr. Assignee vs. William H. Jopp and Ethel M. Jopp 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 22 day of April in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed April 23rd, 1930.

N I S I

Thomas J. Keating, Jr.,
Assignee

VS.

William H. Jopp and
Ethel M. Jopp, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2815.

ORDERED, This 24th day of April A. D., 1930, 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 26th 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 26th day of May next.

The Report states the amount of sales to be \$560.00.

B. HACKETT TURNER Clerk.

Filed April 23rd, 1930.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed June 21st, 1930.

N I S I.

THOMAS J. KEATING, JR., Assignee

-vs.-

WILLIAM H. JOPP AND ETHEL M.
JOPP, HIS WIFE.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY, IN EQUITY

CHANCERY NO. 2815.

ORDERED, This 23rd day of April, A. D., 1930, 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 26th day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Annes County, Maryland, once in each of four successive weeks before the 26th day of Mary, next.

The Report states the amount of sales to be \$560.00.

B. HACKETT TURNER, Clerk.

True Copy-Test:

B. HACKETT TURNER, Clerk.

Filed April 23, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., June 20, 1930

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Oreeer Nisi in the case of Thomas J. Keating Jr. vs. William H. Jopp and Ethel M. Jopp, 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 26 day of May in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

FINAL ORDER OF COURT
RATIFYING SALE.
Filed July 7th, 1930.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 3rd day of July in the year nineteen hundred and thirty, that the sale made and reported by Thomas J. Keating, Junior, Assignee of mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and the Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

LEWIN W. WICKES.

Filed July 7th, 1930.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed Aug. 19th. 1930.

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

Thomas J. Keating, junior, assignee, ()
vs. () Cause No. 2815.
William H. Jopp and Ethel M. Jopp. ()

To the Honorable, the Judges of said Court:

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

The proceedings of this cause were had for the foreclosure of a mortgage and the proceeds of the sale are not sufficient to pay the mortgage claim due on the day of sale in full.

In the within account stated by the auditor Thomas J. Keating, junior, the party making the sale of this cause and who held by assignment the mortgage described in the cause on the day of the sale, is charged with the gross amount of the sale made and reported by him and is then thereout allowed as follows:

His commissions for making the sale, per terms of the mortgage; the court costs of the cause, costs of advertising notice of sale and the order nisi thereon; the costs of his bond filed herein, the amount paid to auctioneer for crying the sale, per his vouchers exhibited to the auditor, the costs of advertising the order nisi to be passed as to this report, the fee of the auditor and the balance of the sale so charged remaining after these allowances on account of his mortgage claim due on day of sale.

The auditor appends to the account a statement of the mortgage debt between the mortgagor and the assignee as of the day of sale and after application to the debt the net proceeds of the cause on balance mentioned above.

Which is respectfully submitted,

Madison Brown
auditor.

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The proceeds of the sale of the mortgaged real estate of William H. Jopp, mortgagor, in account with Thomas J. Keating, junior, assignee of mortgage, the person making the mortgage sale.

1930
April
22

CR.

By amount of the gross sale of the mortgaged real estate,
per report of sale filed: \$560.00

DR.

To Thomas J. Keating, junior, person making the sale, for his commissions per terms of mortgage, to wit: the sum of	\$38.90	
To do., for court costs of this cause paid to Clerk of Court per receipted statement exhibited as follows:		
Costs of B. H. Turner, Clerk	\$18.75	
Appear. fee of T.J.Keating, jr.	<u>10.00</u>	28.75
To do., for the costs of his bond filed paid corporate surety thereon per surety's receipt exhibited, to wit: the sum of		10.00
To do., for the costs of advertising in Centreville Observer sale and nisi thereon, per account for same with receipt thereon exhibited, to wit: the sum of		43.25
To do., for the amount paid J. E. Anthony for crying sale made per account for same with receipt thereon exhibited, to wit; sum of		5.00
To do., for the costs 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, the sum of		4.50
To Thomas J. Keating, junior, on account of the mortgage claim assigned to him, this balance, to wit: the sum of		<u>426.60</u>
	\$560.00	\$560.00

Statement of Mortgage Debt.

William H. Jopp to Thomas J. Keating, junior, assignee,	DR.
To amount of mortgage debt due by William H. Jopp under mortgage described in this cause on April 22, 1930, day of sale per statement of debt filed	\$446.74
By net proceeds of sale of this cause from above	<u>426.60</u>
To balance with interest thereon from April 22, 1930	\$ 20.14

August 16, 1930.

Madison Brown,
auditor.

NISI RATIFICATION OF AUDIT.

Thomas J. Keating, Junior, Assignee,	(IN THE CIRCUIT COURT
vs,	) FOR QUEEN ANNE'S COUNTY
William H. Jopp, etlal.	(IN EQUITY.
	) CASE NO. 2815.

ORDERED, This 19th. day of August 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 13th day of September 1930; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of September, 1930, in some newspaper printed and published in Queen Anne's County.

Filed Aug. 19th. 1930.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Sept. 16th. 1930.

NISI RATIFICATION OF AUDIT.

Thomas J. Keating, Junior, Assignee,
vs.
William H. Jopp et al.

In The Circuit Court For Queen Anne's County in Equity. Case No. 2815.

ORDERED, This 19th day of August, 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 13th day of September, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of September, 1930, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.
Filed Aug. 19th. 1930.

THE CENTREVILLE RECORD.

CENTREVILLE, Md., Sept. 16, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Thos. J. Keating, Jr., Assignee, vs. Wm. H. Jopp, et al. cause #2815, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 6th day of Sept. in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Sept. 16th. 1930.

By E. H. Brown, Jr.

CLERK'S CERTIFICATE.

Thomas J. Keating, Jr.,
Assignee,
vs.
Jopp et al.

In the Circuit Court
for Queen Anne's County,
In Equity.
No. 2815 Chy.

I HEREBY CERTIFY, that no objections to the ratification of the Audit have been filed in the above entitled proceedings, and that all taxed costs, as stated in the auditor's Account filed in this cause on the 19th day of August, 1930, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of public general Laws.

Seal's
Place.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and the seal of the Circuit Court for Queen Anne's
County affixed, this 16th day of September, 1930.

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

FINAL ORDER RATIFYING AUDIT.

ORDERED this 18th day of September, 1930, by the Circuit Court for Queen Anne's County, in Equity, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order nisi; 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 be received.

Filed Sept. 18th. 1930.

Wm. H. Adkins.

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CHANCERY NO. 2757.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty sixth day of September, 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, attorney named in mortgage,
vs.
Herman Starkey and Clara Starkey, his wife.

To B. H. Turner, Clerk:

Docket suit on your chancery docket in accordance with the above titling, file in the papers of said suit the accompanying bond; make a certified copy of the mortgage from Herman Starkey and Clara Starkey, his wife, to J. Walters Paynter and Margaret Paynter, his wife, dated October 17, 1924, and recorded in Liber B. H. T. No. 2, a land record book of said county, on folio 410, and file the same with the papers of said suit.

Enter my appearance for the plaintiff.

10 a. m.
22 Sept.
1928.

Madison Brown

CERTIFIED COPY OF BOND.
Filed Sept. 22, 1928.

Queen Anne's County, to wit: Be it remembered that on the twenty second day of September, in the year nineteen hundred and twenty eight at 10 a. m., 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 duly authorized to become sole surety on the bonds of persons with the authority to make sale of the real estate under power of sale contained in mortgages as by the laws of the State of Maryland provided, 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 second day of September, in the year nineteen hundred and twenty eight.

WHEREAS default has occurred in the covenants of a mortgage given by Herman Starkey and Clara Starkey, his wife, to J. Walters Paynter and Margaret Paynter, his wife, dated October 17, 1926, and recorded in Liber B. H. T. No. 2, a land record book of Queen Anne's County aforesaid, on folio 410, made to secure the payment of the sum of money therein described, by reason of the non-payment of said sum of money at the time named in said mortgage or the payment of the same, and by reason of the non-payment of certain interest by the terms of said mortgage covenanted to be paid at the times named in said mortgage for the payment of said interest.

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

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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
Nellie Brown.

Madison Brown (SEAL)

American Surety Company,
of New York
By Madison Brown.
Its attorney in fact.

Countersigned:
By J. Lemuel Roberts.

Seal's
Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Sep. 22nd. 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. 362 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 22nd. day of September, in the year 1928.

Seal's
Place.

B. Hackett Turner
Clerk.

CERTIFIED COPY OF MORTGAGE
Filed September 22, 1928.

#10,911. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twentieth day of October, in the year nineteen hundred and twenty four, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this Seventeenth day of Oct. in the year nineteen hundred and twenty four, by Herman Starkey and Clara May Starkey, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and J. Walters Paynter and Margaret R. Paynter, his wife, of the same place, parties of the second part.

WHEREAS, the said parties of the first part are jointly and severally indebted unto the parties of the second part as tenants by the entireties and not as tenants in common, in the full sum of four thousand dollars, for the matter hereinafter mentioned, to be paid with interest unto the parties of the second part or unto the survivor of them as hereinafter provided in the following manner: Payment of principal: the said sum of four thousand dollars is to be paid at the expiration of five years from the first day of January, in the year nineteen hundred and twenty five, with the right and privilege on the part of the parties of the first part to make payments in the meantime on account of said principal debt whenever they may desire in sums of hundred dollars or multiples thereof, the interest on any sum so paid to cease on date of payment of said sum.

Payment of interest: interest of said principal debt is to commence on and start from the first day of January, in the year nineteen hundred and twenty five, (and not before), and is to be paid at the rate of four per cent per annum and is to be paid twice yearly in the following manner: on August the first of each year interest for seven months is to be paid and become due and on January the first of each year interest for five months is to be paid and become due.

Even if payments on account of the mortgage debt may be made from time to time yet these dates named for the payment of interest are to prevail and on said dates interest in manner above set forth is to fall due and be paid on the amount of the mortgage debt then unpaid.

WHEREAS it is a condition of the sale of the land hereinafter mentioned and delivery of the deed hereinafter described that this mortgage should be delivered simultaneously with said deed.

NOW THEREFORE THIS MORTGAGE WITNESSETH that for and in consideration of the premises and of the sum of one dollar, the said Herman Starkey and Clara May Starkey, his wife, do hereby grant and convey unto the said J. Walters Paynter and Margaret R. Paynter, his wife, their heirs and assigns forever, in fee simple, all those four several lots or parcels of land situate, lying and being in the First Election District, Queen Anne's County, State of Maryland, which are described as follows, to wit:

Parcel No. 1. All that lot of land situate on the east side of the public road leading from Peters' Corner and Anderson's Corner road to the Anderson's Corner and Carson's Croner road, adjoining the James H. Everett land and containing fifty nine acres of land, more or less.

Parcel No. 2. All that tract of land known as "The Kemp Farm", situate on both sides of the public road known as "The Everett Road", adjoining the land described above and containing sixty four acres and two and one half perches of land, more or less.

Parcel No. 3. All that lot of land which adjoins the land described above as parcel no. 2 and commencing where the public road touches the Moore land and containing five acres, three roods, thirty eight perches of land, more or less.

Parcel No. 4. All that part of the tract of land called "The John E. Everett Home Farm", which is described in the following metes and bounds, courses and distances, to wit:

Beginning for the same at a point at the end of the sixth line of the said "Kemp Farm" and at the location of the stump mentioned in the deed hereinafter described, and running thence north seventy seven degrees west, seventy perches; thence south twenty three degrees forty five minutes west, forty seven perches; thence south seventy seven degrees and one fourth of a degree east, seventh three perches; thence north thirteen degrees east, forty seven perches to the place of beginning, containing twenty one acres of land, more or less.

Parcel No. 1 is the same land described as parcel no. 1, and parcel no. 2 is the same land described as parcel no. 2, and parcel no. 3 is the same land described as parcel no. 3 and parcel no. 4 is the same land described as parcel no. 4 in the deed from the parties of the second part to the parties of the first part, dated on day of 1924, and intended to be filed for record simultaneously with these presents which are given to secure a part of the purchase money paid by the parties of the first part hereof for said land and 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.

PRVOIDED, that if the said parties of the first part or their assigns, or the survivor of them, or the survivor's heirs, executors, administrators or assigns shall well and truly pay to the said parties of the second part or to their assigns, or to the survivor of them, or to the survivor's administrators or assigns the aforesaid sum of four thousand dollars (which is the property of the parties of the second part as tenants by the entireties and not as tenants in common) when and as the same shall become due and payable as above set forth, and also when and as the same shall become due and payable as above set forth, and also when and as the same shall become due and payable as above set forth the several installments of interest hereinbefore mentioned and shall perform all the covenants, conditions and agreements herein on their part to be perform, then this mortgage shall be void; and until default be made in the premises the said parties of the first part, their heirs and assigns shall possess said property.

And the parties of the first part jointly and severally covenant that they will not cut or allow to be cut any timber or wood now standing or growing upon said land during the existence of said mortgage except such as may be necessary for the ordinary use of said land under the manner of cultivation heretofore existing relative to said land.

AND the said parties of the first part 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 the full insurable value thereof in some Company or Companies approved

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by the said parties of the second part or their assigns, or their executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagees, 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 parties of the second part or their assigns, or the survivor of them or the survivor's executors, administrators or assigns, or MADISON BROWN, of Centreville, Maryland, 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 of 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 parties of the second part, or the survivor of them, or his or her's 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 parties of the first part jointly and severally covenant and for their heirs, executors, administrators and assigns, hereby covenant to pay.

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

TEST: Wm. Harrington.

Herman Starkey (SEAL)

Clara May Starkey (SEAL)

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

I hereby certify that on this Seventeenth day of Oct. in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public, Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Herman Starkey and Clara May Starkey, his wife, and each did acknowledge the foregoing to be their respective act; and at the same time also personally appeared before me J. Walters Paynter and Margaret R. Paynter, his wife, above named mortgagee, and each made oath under due form of law that the statement in the foregoing mortgage is true and bona fide as above set forth.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my seal official day and year above written.

Wm. Harrington, (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 409 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 22nd day of September, in the year nineteen hundred and twenty eight.

Seal's Place.

B. Hackett Turner Clerk.

REPORT OF SALE
Filed Sep. 26th, 1928.

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

Madison Brown, attorney named in mortgage,)	Chancery No. 2757.
vs.	(
Herman Starkey and Clara Starkey, his wife.)	

To the Honorable, the Judges of said Court:

The report of Madison Brown, who hereinafter is referred to as the vendor, unto Your Honors respectfully sets forth:

1. That your vendor is named in the mortgage from Herman Starkey and Clara Starkey, his wife, to J. Walters Paynter and Margaret Paynter, his wife, dated October 17, 1924, and recorded in Liber B. H. T. No. 2, a land record book of said county, on folio 410, as the attorney or party to sell the real estate conveyed by said mortgage under the power of sale therein contained in case of default in the terms and covenants of said mortgage.

2. That prior to the day of sale hereinafter mentioned default had occurred and on the day of sale was existing in the terms of said mortgage by reason of the non-payment of the mortgage debt of four thousand dollars secured by said mortgage at the time named therein for the payment of the same and by reason of the non-payment of interest covenanted by said mortgagors by said mortgage to be paid on said debt at the several dates upon which said interest matured or fell due.

3. That prior to the day of sale hereinafter mentioned your vendor gave notice of the time, place, manner and terms of the sale hereinafter mentioned by advertisement in the Centreville Record, a newspaper published in said county, for more than twenty days previous to said day of sale, said notice of sale appearing in the editions of said paper (which is a weekly newspaper) of August 30, September 6, September 13, and September 20; a copy of said advertisement of sale certified as to publication by the publishers of said paper is filed herewith as part hereof.

4. That prior to the time of the sale hereinafter mentioned, to wit: on September 22, 1928, at the hour of 10 o'clock A. M., your vendor filed with the clerk of this court his bond to the State of Maryland in the penal sum of four thousand dollars with the American Surety Company of New York as surety thereon conditioned as required by law for the sale of the mortgaged property under the power of sale contained in said mortgage as aforesaid, which bond said clerk at the hour named accepted and approved.

5. That on Saturday, September 22, 1928, at the hour of 4 o'clock P. M., the time of sale named in said advertisement, your vendor, pursuant to said notice of sale did attend in front of the bank in the town of Sudlersville, Queen Anne's County, Maryland, and then and there proceeded to make sale of said mortgaged property hereinafter described, in execution of the power and authority conferred upon him as aforesaid, in the following manner, to wit:

Your vendor after the sale had been announced and called by Scott Starkey as auctioneer first read the notice of sale; and then he announced that in addition to the advertised terms of sale the property would be sold under the following additional terms of sale: that the mortgage mentioned in the advertisement of sale would contain the provision that the entire mortgage debt would become due and demandable prior to the time of payment of the principal debt in case of default in the payment of interest or in any covenant whatsoever of said mortgage; that all crops of the current year, if any, would be reserved; that the purchaser would be required, to pay the taxes levied or to be levied upon the mortgaged property for the current year; that certain wire fences erected on the property by Joseph Eihinger, present occupant would be reserved unto him. That after these announcements had been made, your vendor offered said property at public sale to the highest bidder through the medium of said auctioneer and then and there in execution of said power sold said mortgaged property at and for the sum of thirty five hundred dollars unto Joseph Eihinger, he being then and there the highest bidder for said property.

That the said purchaser has not complied with the terms of sale in any way.

6. That the property sold is that described in said mortgage and it is further described as follows: the four parcels of land described in said mortgage, being adjacent one to another, have been reduced into one farm now known as "The Walters Paynter's Farm" and "The Herman Starkey Farm" situated in the First Election District of Queen Anne's County, on the public road leading from the Sudlersville-Anderson's corner road to Templeville, adjoining lands of J. A. Wooleyhand, Hawkins Everett and others; that the farm was sold as containing one hundred and forty nine acres of land, more or less.

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 26th. day of September, 1928, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared the above named, Madison Brown, 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 herein mentioned was fairly made.

Filed Sep. 26th, 1928.

B. Hackett Turner
Clerk of the Circuit Court.

CERTIFICATE OF PUBLICATION
OF SALE
Filed Sep. 26th, 1928.

MORTGAGE SALE OF FARM
in First District.

Default having occurred in the covenants of the mortgage from Herman Starkey and Clara Starkey, his wife to J. Walters Paynter and Margaret Paynter, his wife, dated October 17, 1924, and recorded in Liber B. H. T. No. 2, fol., 410, land record book of Queen Anne's County, Maryland, undersigned in execution of the power upon him conferred by said gage will sell at public sale to the highest bidder in front of the Bank in town of Sudlersville, Queen Anne's-County, Maryland, at hour of four o'clock, P. M., on Saturday, Sept. 22, 1928.

All the land described in said mortgage consisting of four parcels, adjoining one another reduced into one farm now known as "The Walters Paynter Farm" and "Herman Starkey Farm", situated in First Election District of Queen Anne's County on road leading from Sudersville-Anderson's Corner Road to Templeville, adjoining lands of J. A. Wooleyhand, Hawkins Everett and others, and containing 149 Acres of Land more or less.

The farm is now occupied by Joseph Eihinger and the four parcels will be sold as one farm; they contain some good timber. Improvements consist of a Frame Dwelling House Stable and Barn.

TERMS OF SALE-\$500.00 will be required of purchaser at time of sale and balance at expiration of ten years from June 1, 1928, with interest from June 1, 1928, payable in meantime half yearly rate of our per centum per annum. On ratification of sale deed will be given and purchase money mortgage (in form in general use in this county) will be taken to provide for payment of principal and interest as specified with right to purchaser to reduce principal debt at will by payments to save interest.

MADSION BROWN,

Centreville, Md.

Attorney named in mortgage

Scott Starkey, Auctioneer.

THE CENTREVILLE RECORD

Centreville, Md., Sept; 26, 1928

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Madison Brown atty named in mgt. vs. Herman Starkey & 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 Aug. 30/28 before the 22 day of Sept in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

Filed Sept. 26 th, 1928.

N I S I

Madison Brown, Attorney
named in mortgage

VS.

Herman Starkey and
Clara Starkey,
his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2757.

ORDERED, This 26th. day of September, A. D., 1928, 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 29th. 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 29th day of October next.

The Report states the amount of sales to be \$3500.00.

B. Hackett Turner Clerk.

Filed Sept. 26th. 1928

CERTIFICATE OF PUBLICATION OF ORDER NISI.
Filed Dec. 11th, 1928.

ORDER NISI

Madison Brown, Attorney named in
Mortgage.

Vs.

Herman Starkey and Clara Starkey,
his wife.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2757.

ORDERED, This 26th day of September, A. D., 1928, 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 29th 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 29th day of October next.

The Report states the amount of sales to be \$3500.00.

B. HACKETT TURNER, Clerk

True Copy

Test: B. HACKETT TURNER, Clerk.
Filed Sept. 26th, 1928.

and by the authority of said court, that the sale set forth in the report of sale filed in said cause of the real estate therein described, made by Madison Brown, attorney named in the mortgage mentioned in said 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 heretofore passed in this cause in relation to said sale.

AND it is further ordered, that upon the payment of Joseph Eihinger, the purchaser named in the report, unto the said Madison Brown of the sum of five hundred dollars, the cash payment required by the terms of sale of said purchaser, that the said Madison Brown, as attorney and vendor as aforesaid, be and he is hereby authorized, empowered and directed to convey the land so sold unto the said Joseph Eihinger, his heirs and assigns, by deed to be executed agreeably to law by said Madison Brown; provided that at the time of the delivery of said deed the said Joseph Eihinger shall deliver unto the said Madison Brown, as attorney and trustee of the cause, a purchase money mortgage (in form of that in general use in said county) to be executed by said Joseph Eihinger (and his wife, if he has one) agreeably to law, granting unto the said Madison Brown, as trustee of the above entitled cause, the real estate described in said cause and providing for the payment of the sum of three thousand dollars, the amount of the purchase money of the cause less the said cash payment, unto the said Madison Brown, as trustee aforesaid, at the expiration of the ten years from June 1, 1928, with interest payable thereon from June 1, 1928, in meantime half yearly at the rate of four per centum per annum, said mortgage to provide for payment of the entire principal in case of default in the terms of the payment of said interest or in any covenant whatsoever of said mortgage, and to provide for the right of the mortgagor, his heirs and assigns, to reduce the principal before maturity by payments to save interest.

AND it is further ordered that the papers of said cause be and the same are hereby referred unto Edwin H. Brown, Jr., as special auditor, with instructions to state and return to this court an account between the proceeds of the sale and the said Madison Brown, attorney.

Lewin W. Wickes

Filed June 26th, 1930.

W. H. Adkins

REPORT OF TRUSTEE
Filed Jan. 23, 1937.

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

Madison Brown, attorney named in mortgage,)	
vs.	(	Cause No. 2757.
Herman Starkey, et al.)	

To the Honorable, the Judges of said Court:

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

1. That Joseph Eihinger, the purchaser of the land sold in this cause and so named in the report of sale herein filed, paid unto this vendor, on or about the 18th day of July 1930, the sum of five hundred dollars, that part of the purchase money which by the terms of sale of this cause was by him to be paid in cash.
2. That this vendor conveyed unto the said Joseph Eihinger the land described in the mortgage of this cause and sold unto him by deed dated July 18, 1930, and now duly recorded among the land record books of this county in Liber B. H. T. No. 11 on folio 322.
3. That at the time of the delivery of said deed the said Joseph Eihinger delivered unto this vendor as the attorney and trustee of this cause a purchase money mortgage (in form of that in general use in this county) executed by him and Gazella Eihinger his wife, agreeably to law, granting unto the said Madison Brown as the trustee of this cause the land above mentioned and providing for the payment of three thousand dollars unto the said Madison Brown as trustee as aforesaid at expiration of ten years from June 1, 1928, with interest payable thereon from June 1, 1928, in meantime half yearly at rate of four per centum per annum.
4. That the matters set forth in paragraphs 2 and 3 were done in accordance with the order of this Court passed at the ratification of the said sale.

Which is respectfully submitted.

MADISON BROWN
Plaintiff - Vendor.

Filed Jan. 23rd, 1937.

H31368

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 23rd day of January in the year nineteen hundred and thirty seven before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown plaintiff and vendor named in the foregoing report, and he did make oath in due form of law that the matters and things set forth in the foregoing report are true and bona fide as therein set forth.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER
NOTARY PUBLIC.

Notary
Public
Seal.

INCOME REPORT OF TRUSTEE
Filed Jan. 27, 1937.

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

Madison Brown, attorney
named in mortgage,

vs.

Herman Starkey, et al.

Cause No. 2757.

Trustee's Report of Income and Disbursements Thereout.

To the Honorable, the Judges of said Court:-

Madison Brown, the vendor and trustee of this cause, hereby makes this report of income received by him from the inception of the case to the date of this report and the sundry payments made thereout.

INCOME

Interest paid by the purchaser:			
Paid interest on \$500.00, initial payment on purchase, from June 1, 1928 to July 18, 1930		\$ 41.16	
Paid by the purchaser on \$3000.00 from June 1, 1928 to June 1, 1930	\$246.00		
from June 1, 1930 to Dec. 1, 1934	540.00		
	<u>\$786.00</u>		
from Dec. 1, 1934 to Dec. 1, 1936, 4 payments @ \$60.00 each	240.00	1026.00	
Total interest paid by purchaser		\$1067.16	\$1057.16
Interest paid by Bank on deposits:			
1930, December 31	\$ 10.59		
1931, June 30	16.10		
1931, December 31	17.32		
1932, June 30	16.27		
1932, December 30	17.43		
1933, June 30	18.97		
1933, December 30	19.13		
1934, June 30	16.68		
1934, December 31	17.94		
1935 June 28	18.84		
1935, December 31	14.75		
1936, June 30	8.75		
	<u>\$192.77</u>		
1936, December 31	8.97		
Total interest paid by Bank	\$201.74		\$ 201.74
TOTAL interest received between dates mentioned			\$1268.90

DISBURSEMENTS

Paid cost of the bond of the trustee for eight years, Sept. 22, 1929 to Sept. 22, 1936, eight years inclusive @ \$10.00 per annum, the sum of \$ 80.00

Note: The cost of the bond for the first year is not included in this item.
Amount paid Notary Public for cost of affidavit to reports50

RECAPITULATION

Amount of income per preceding page \$1268.90
 Amount of commissions to be allowed on income 63.45
 Amount of bond premiums above mentioned 80.00
 Amount paid Notary Public for affidavit to reports50

Note for Auditor:-

In addition to the disbursements above mentioned the undersigned vendor and trustee has made the following payments unto J. Walters Paynter on account of his estate in the money of this cause,

1935, October 21 \$600.00
 in check to him,
 1936, September 10 11.35
 advanced on his account in payment of
 cost of recording a deed and revenue
 stamps therefor given unto him for
 land bought by him.
 Paid J. W. Paynter per receipt240.00

The items above the trustee desires allowance for in the account.

Which is respectfully submitted.

MADISON BROWN
Vendor and Trustee.

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

I HEREBY CERTIFY that on this 27th day of January in the year nineteen hundred and thirty seven before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, above named vendor and trustee, and he did make oath in due form of law that the matters and things set forth in the foregoing report are true as therein stated.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER
Notary Public.

Notary
Public
Seal.

REPORT AND ACCOUNT OF THE
SPECIAL AUDITOR
Filed Jan. 27, 1937.

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

Madison Brown, attorney)
 named in mortgage,)
 vs.) Cause No. 2757.
 Herman Starkey, et al.)

To the Honorable, the Judges of said Court:

I, Edwin H. Brown, junior, the special auditor, appointed in this cause to state the account directed by the Court to be stated, unto Your Honors respectfully sets forth:

That prior to the stating by me of the within account I took before the Clerk of the Court the oath required of me by law.

That I have carefully examined the mortgage filed in this cause and under which the sale herein mentioned was made and it clearly appears from the same that the mortgage debt thereby secured was at the time of the making of the mortgage the property of the mortgagees, to wit: J. Walters Paynter and Margaret R. Paynter, his wife, as tenants by the entireties and therefor subject to the right of the survivor of them to own and claim the said debt on the death of the other free and clear of any claim of any representative of the person dying.

After my appointment as auditor in this case to state the account between the proceeds of sale and Madison Brown, the vendor and later trustee of the cause, hereinafter called "Trustee" and before I stated the within account the said J. Walters Paynter filed with me a paper writing in the nature of both a notice and a claim. By this paper which is directed to me as the special auditor of this cause the said J. Walters Paynter

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notified me that his wife, Margaret R. Paynter, named as one of the mortgagees in said mortgage, had died on the 11th day of October, 1934, and by this paper he claims that as surviving tenant of the estate of entireties which existed between him and his said wife at the time said mortgage was given, he is entitled to the entire net proceeds of the sale of this cause and he is entitled to have the same distributed unto him by the account I am directed to state. This paper writing is supported by the affidavit attached thereto as to the truth of the statements contained in the paper writing of said J. Walters Paynter, and by the affidavits of two disinterested persons also attached to said paper. I will return this paper writing with the affidavits mentioned to the Court as part of the within account which I have stated.

I give full credence to this paper and to the facts therein stated, knowing no reason of the contrary and I will take no evidence to support the paper unless so directed by this Court.

It is clear that the said tenancy, ownership of the mortgage debt was transferred by operation of the sale from the mortgage to the proceeds of sale of the mortgaged property in the hands of the said trustee.

It appears from the proceedings of this cause that the purchaser of the property sold under the direction of the Court settled the purchase money due by him with the trustee by paying unto the trustee five hundred dollars in cash and by delivering unto the trustee a purchase money mortgage for the sum of three thousand dollars, the balance of the purchase money, and the trustee informs me that this mortgage remains in his hands without any part thereof having been paid and that the interest has been paid thereon to December 1st, 1936.

In the within account I have charged the trustee with the said sum of five hundred dollars, with the amount secured by said mortgage and with the amount of income or interest on the proceeds of the sale received by the trustee from the inception of this cause to the date hereof.

In the within account I have allowed out of the amount so charged as follows: Unto the trustee his commissions for making the mortgage sale, the cost of advertising notice of sale and the several orders nisi of this cause, the cost of his corporate surety bond, the court costs and the fee of the auditor and then the amount of payments made to J. Walters Paynter after the death of his wife, on account of his interest in the funds of the cause.

The balance of the amount so charged unto the trustee remaining after these allowances costs of cash and the mortgage mentioned and this cash balance and this mortgage I have by the within account distributed unto said J. Walters Paynter as the survivor of the tenancy created by the mortgage and existing over the debt when the mortgage was made.

In addition to the allowances made to the trustee above mentioned the auditor allowed unto the trustee commissions on the income reported to have been received by him of five per centum.

The mortgage stands in the name of the trustee and vendor and by order of the court can be assigned unto the said J. Walters Paynter with interest thereon from December 1, 1936.

Which is respectfully submitted.

EDWIN H. BROWN JR.
Special Auditor.

Cause No. 2757.

The proceeds of the sale of the mortgaged real estate of J. Herman Starkey and Clara Starkey, his wife, mortgagors, in account with Madison Brown, attorney named in the mortgage of this cause and as such the vendor making the mortgage sale of this cause, trustee.

CR.

1930 July 18	By cash paid by the purchaser to the vendor on account of purchase money per terms of final order of ratification of the sale of this cause by this court (see report of sale filed) \$ 500.00
	By amount paid by the purchaser to the vendor through the mortgage given by him to the vendor on this date per terms of the order of ratification above mentioned in settlement of the balance of the purchase money, which mortgage is now in the hands and name of the trustee of the cause, to wit: <u>3000.00</u>
	Total amount of sale per report filed \$3500.00

1930
July
18

DR.

To Madison Brown, the party making the sale, for his commissions for so doing per terms of the mortgage mentioned, to wit:	\$ 185.00	
To do., for the Court costs of this cause per statement of Clerk as follows:		
Cost of B. H. Turner, clerk, paid per receipt	\$18.75	
Appear. fee of Madison Brown.	10.00	28.75
To do., for the cost of advertising in the Centreville Record the notice of the sale and the order nisi thereon per account for same receipted, exhibited, to wit:		30.00
To do., for the cost of his bond for the first year paid to the corporate surety on said bond per account for same receipted, exhibited appears, to wit:		12.00
To do., for the cost of advertising the order nisi to be passed as to this account, the sum of		3.50
To Edwin H. Brown, junior, special auditor, for stating this account	13.50	
	<u>\$272.75</u>	
To balance carried forward	<u>3227.25</u>	
	\$3500.00	\$3500.00

Cause No. 2757.

CR.

By cash balance of the mortgaged sale brought forward, being the difference between cash payment of \$500.00 and itemized disbursements of \$272.75 set forth on preceding page, making the cash balance the sum of	\$ 227.25
By amount of income received in cash by the trustee per his "Income Report" filed, to wit:	1268.90
	<u>\$1496.15</u>
By amount of the sale invested in the mortgage mentioned, to wit: the sum of	\$3000.00
	<u>\$4496.15</u>

DR.

To Madison Brown, vendor and trustee, for 5% commissions on amount of income charged above, to wit:	\$63.45
To do., for the cost of corporate surety bond after first year to this date per said "Income Report", to wit:	80.00
To do., for the cost of certain affidavits made before a Notary Public to his report filed per said "Income Report", to wit: . . . . .	.50
	\$143.95
To cash balance carried down \$1496.15 less \$143.95	1352.20
To amount invested in mortgage	3000.00
carried down.	<u>\$4496.15</u>
	\$4496.15

Cause No. 2757.

CR.

By amount of cash brought over for distribution, to wit:	\$1,352.20
By amount invested in the mortgage and brought over for distribution, to wit:	<u>3,000.00</u>
Total amount brought over for distribution	\$4,352.20

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DR.

Distribution.

To J. Walters Paynter (subject to credits mentioned below) the cash mentioned above, to wit: the sum of \$1,352.20

LESS the following advances or payments thereout per the "Income Report" of the trustee filed, as follows, to wit:

Payment of	\$600.00	
Payment of	11.35	
Payment of	240.00	
Total payments	<u>\$851.35</u>	851.35

To J. Walters Paynter this balance in cash \$ 500.85

To J. Walters Paynter the amount invested in the mortgage hereinbefore mentioned to be paid to him by assignment by the vendor of said mortgage, which is given to and stands in the name of the vendor, the sum of 3000.00

Total amount to be paid to him as above mentioned \$3500.85

To Madison Brown, trustee, the amount of the payments and advancements made to J. Walters Paynter as above set forth 851.35

\$4352.20 \$4352.20

January 26, 1937.

EDWIN H. BROWN JR.
Special Auditor.

Filed January 27th, 1937.

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

Madison Brown, attorney named in mortgage,

versus

Herman Starkey, et al.

Cause No. 2757

To the Honorable, Edwin H. Brown, junior, special auditor named in this cause to state the account directed by the court to be stated between the proceeds of the sale of this cause and Madison Brown, the vendor making the sale of this cause:

I, J. Walters Paynter, the undersigned, do make the claim and demand of you set forth below.

I am the J. Walter Paynter named as one of the mortgagees in the mortgaged described in the proceedings of this cause as the mortgage under which the sale of this cause was made. Margaret R. Paynter who is named in said mortgage as one of said mortgagees and as my wife was my wife at the time said mortgage was given.

The sum of money named in said mortgage as the debt thereby secured was at the time of said mortgage the property of myself (of me) and my said wife as tenants of the estate known as the tenancy by entirities and said mortgage was given to secure the payment of said debt at its maturity to me and my said wife as tenants by the entirities, to wit: to us if both should be alive at the maturity of said debt, and if not, then to the survivor of us. All of which is plainly set forth in said mortgage as will appear from the certified copy thereof filed in this cause.

And I, the said J. Walters Paynter, claim that while the sale of this cause transformed or changed the debt secured by said mortgage unto the proceeds of the sale of this cause, meaning the money and the mortgage security taken from the purchaser (see report of sale and order of ratification thereon and a second report filed by said vendor) the said sale did not destroy the estate of the tenancy by the entirities mentioned and the money and the mortgage taken from the purchaser at the sale and representing the purchase money passed into the hands of the said Madison Brown as the vendor of this cause impressed by the rights of the mortgagees as tenants by the entirities and in trust for them as such and was held by him in such manner until the day of the death of said Margaret R. Paynter hereinafter mentioned.

NOTE:

The proceeds of the sale of this cause, \$3500.00, is not sufficient to pay the mortgage debt of \$4654.00 due at the time of the sale of this cause (see statement of mortgage debt filed).

That the said Margaret R. Paynter departed this life on the Eleventh day of October, 1934.

That upon the death of my said wife as aforesaid leaving me surviving her, the proceeds of the sale of this cause, and the money and the mortgage taken from the purchaser by the vendor in settlement thereof, became the sole property of me, the said J. Walters Paynter, under the survivorship incident to the estate of the tenancy by the entireties, free, clear and discharged of all rights of the said Margaret R. Paynter.

And I now demand that you, Edwin H. Brown, junior, special auditor, as aforesaid in the account mentioned to be stated and returned by you to this court, to award and distribute unto me, the said J. Walters Paynter, the net proceeds of the sale of this cause, both the money and the mortgage taken by Madison Brown from the purchaser now representing the same, as my sole property.

I respectfully submit this claim to you.

J. W. PAYNTER

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

I HEREBY CERTIFY that on this 13th day of January, 1937, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared J. Walters Paynter and he did make oath in due form of law that the matters and things set forth in the aforesaid CLAIM and DEMAND are true as therein stated to the best of his knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

JOHN F. STOKES
NOTARY PUBLIC

Notary
Public
Seal.

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

I hereby certify that on this 13th day of January, 1937, before me, the undersigned, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared C. W. Anderson of Sudlersville in said county and who, being first duly sworn by me, did depose and say:

My name is Charles W. Anderson. I am 48 years of age and live in Sudlersville in Queen Anne's County aforesaid. I am personally acquainted with J. Walters Paynter of said town. I have known him about 45 years. I knew Margaret R. Paynter who was his wife until the day of her death. I know of my own personal knowledge that she is dead. She died on or about the 11th day of October, 1934. I am not interested in the financial affairs of either J. Walter Paynter or that of his deceased wife.

And further deponet saith not.

C. W. ANDERSON

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal of office the day and year first above written.

JOHN F. STOKES
NOTARY PUBLIC.

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

I hereby certify that on this 13th day of January, 1937 before me, the undersigned, Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Walter W. Stant of Sudlersville in said county and who, being first duly sworn by me, did depose and say:

My name is Walter W. Stant. I am 56 years of age and live in Sudlersville, in Queen Anne's County aforesaid. I am personally acquainted with J. Walters Paynter of said town. I have known him about 40 years. I knew Margaret R. Paynter who was his wife until the day of her death. I know of my own personal knowledge that she is dead. She died on or about the 11th day of October, 1934. I am not interested in the financial affairs of either J. Walters Paynter or that of his deceased wife.

And further deponet saith not.

WALTER W. STANT

M31368

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

William R. Horney,
assignee of mortgage,

vs.

Dorsey J. Robinson and
Lelia M. Robinson, his wife,
mortgagors.

Cause No. 2775.

CERTIFICATE OF PUBLICATION
OR NOTICE TO CREDITORS.
Filed February 21st, 1930.

NOTICE TO CREDITORS.

WILLIAM R. HORNEY,
Assignee of Mortgage

vs.

DORSEY J. ROBINSON and LELIA M.
ROBINSON, his wife, Mortgagors.

In the Circuit Court for Queen Annes County in Equity:

CAUSE NO. 2775.

Pursuant to the order of the above named Court, passed in the above cause, notice is hereby given to judgment creditors, lienors and assignees of Dorsey J. Robinson and Lelia M. Robinson, his wife, and all persons claiming an interest in the equity of redemption of the said Lelia M. Robinson or Vernon S. Robinson and Helen J. Robinson, his wife, in the real estate sold under the proceeding in the above cause, to file their claims, with the vouchers thereof, with the undersigned, on or before the 4th day of January, 1930; otherwise they will be excluded from participating in the distribution of the said equity of redemption.

MADISON BROWN, Auditor.

THE CENTREVILLE OBSERVER.

Centreville, Md., January 6th, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Notice to Creditors in the case of William R. Horney, Assignee of Mortgage vs. Dorsey J. Robinson and Lelia M. Robinson, Mortgagees, 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 having been made of November 2nd, 1929, before the 4th day of Jany in the year 1930.

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

Filed Feb. 21st, 1930.

FINAL ORDER RATIFYING AUDIT
Filed April 3rd, 1930.

WILLIAM R. HORNEY,
Assigne of Mortgage,

vs.

DORSEY J. ROBINSON and
LELIA M. ROBINSON, his wife,
Mortgagors.

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

Cause No. 2775.

ORDERED, this 3rd 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 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 twenty first day of February, nineteen hundred and thirty, and the said William R. Horney, Assignee of Mortgage, is hereby directed to apply the surplus proceeds of sale, with a due proportion of interest on the said surplus proceeds of sale as the same has been or may hereafter be received by said Assignee.

Filed April 3rd, 1930.

LEWIN W. WICKES.

CERTIFICATE OF CLERK

3/19/30 I, B. Hackett Turner, Clerk, do hereby certify that no exceptions have been filed to the within and foregoing audit, and do hereby further certify that all clerk's costs in connection with the distribution of the surplus proceeds of sale have been paid.

B. HACKETT TURNER
Clerk.

131368

Cause No. 2639.

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.

John W. Watkins,
Frances O. Watkins, 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 BOND
Filed Feb. 6th, 1926.

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

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell, of Queen Anne's County, as principal, and the Maryland Casualty Company, of 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 five hundred dollars current money, to be paid to the said State or its certain attorney. To which payment well and truly to be made and done, we bind ourselves, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 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 John W. Watkins and Frances O. Watkins, his wife, to E. S. Valliant and Sons, dated the twenty fifth day of March, nineteen hundred and five, and recorded in Liber J. E. G. No. 7, folios 408 etc. 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. Mithcell, do and shall abide by and fulfill any order or decree of any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

Sealed, signed and delivered in the presence of:

S. Katherine Fowler.

Seal's Place.

H. B. W. Mitchell (SEAL)
Maryland 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 Feb. 6th. 1926.

B. Hackett Turner, Clk.

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. 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 6th. day of February, in the year 1926.

Seal's Place.

B. Hackett Turner Clerk.

CERTIFIED COPY OF MORTGAGE
Filed Feb. 6th, 1926.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of March, in the year nineteen hundred and five, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 25th. day of March, in the year nineteen hundred and five, by John W. Watkins and Francis O. Watkins, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS the said John W. Watkins is justly indebted unto Edwin S. Valliant, William E. Valliant and E. Stephens Valliant of said county, co-partners, trading and doing business as E. S. Valliant and Sons, in the full sum of three hundred and six 86/100 dollars for which he has passed to them his promissory note for the sum of three hundred and six 86/100 dollars, bearing even date with this mortgage and payable to the order of said E. S. Valliant and Sons six months after date at the Centreville National Bank of Maryland, and endorsed across its face with the words "secured by mortgage of even date" and whereas the said John W. Watkins is desirous of securing the payment of said debt and note as well as all renewals of said note in whole or in part, in case said note shall be renewed by said firm, in whole or in part from time to time.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said John W. Watkins and Francis O. Watkins, his wife, do hereby grant and convey unto the said Edwin S. Valliant, E. Stephens Valliant and William E. Valliant, trading as E. S. Valliant and Sons, in fee simple, all that lot of land situate, lying and being in the First District of Queen Anne's County aforesaid, on the road from Barclay to Church Hill, where it intersects the road from said road to the road from Dixon's Tavern to Church Hill, being bounded on the south and west by the aforesaid roads, and on the north and east by the land of the heirs of Amanda Gibbs and containing about three acres of land Being the same land granted and conveyed unto the said John W. Watkins by Glendore B. Soloway, by deed dated March 19, 1900, and recorded in Liber J. E. G. No. 1, fols. 57 etc. a land record book of said county.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining. Provided that if the said John W. Watkins his heirs, executors, administrators or assigns shall well and truly pay or cause to be paid the above described debt and promissory note, or in case said note may be renewed, from time to time, in whole or in part, shall well and truly pay or cause to be paid, each and every renewal of said note and shall perform all the covenants and conditions herein on his part to be performed, then this mortgage shall be void; and until default the said John W. Watkins, his heirs and assigns, shall possess said property. And the said John W. Watkins for himself, his heirs, executors, administrators and assigns covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments public dues and charges levied or that may be levied on the 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 mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant or condition in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Edwin S. Valliant, William E. Valliant and E. Stephens Valliant, trading as E. S. Valliant and Sons, their legal representatives or assigns or any one of them, or the survivors or survivors of them, or the legal representatives or assigns of said survivor or survivors, or Madison Brown, of said County, 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 the 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 W. Watkins, or whoever may be entitled to the same.

Witness their hands and seals.

Test: John H. Carter.

John W. Watkins (SEAL)

Frances O. Watkins (SEAL)

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

I hereby certify that on this 25th. day of March, in the year nineteen hundred and five, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John W. Watkins and Frances O. Watkins, his wife, and each acknowledged the foregoing mortgage to be their respective act.

John H. Carter. J. P.

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

I hereby certify that on this 25th. day of March, in the year nineteen hundred and five, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared Edwin S. Valliant, one of the firm of E. S. Valliant and Sons, and mortgagees above named, 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 further made oath in due form of law that said mortgagees have not required the mortgagors, their agent or attorney or any person for the mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require nor will they require any tax levied thereon to be paid by the mortgagors or any person for them during the existence of this mortgage,

John H. Carter. J. P.

Queen Anne's County, to wit: Be it remembered that on the 6th. day of February, in the year 1926, the following Assignments were brought to be recorded, to wit: For value received, I do hereby assign and transfer but without recourse to or guarantee by us, the within and foregoing mortgage unto M. Ella Mitchell;

Witness our hands and seals this twenty third day of March in the year nineteen hundred and sixteen.

Test to Edwin S. Valliant and
E. Stephens Valliant:
J. W. Hall.

Test to William E. Valliant:
Stephen T. Ralph.

Edwin S. Valliant. (SEAL)
E. Stephens Valliant. (SEAL)
William E. Valliant. (SEAL)
Co-partners trading as
E. S. Valliant & Sons.

Pursuant to an order of the Orphans' Court, the within and foregoing mortgage is hereby transferred and assigned unto H. B. W. Mitchell for the purpose of foreclosure and collection.

Witness my hand and seal this fifth day of February, nineteen hundred and twenty six.

H. B. W. Mitchell,
Administrator of M. Ella Mitchell,
Late of Queen Anne's County,
Deceased.

Witness: S. Katherine Fowler.

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. No. 7, fol. 408 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribed 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.

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

Vs.

John W. Watkins,
Frances O. Watkins, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,
IN EQUITY. No. 2639.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of H. B. W. Mitchell, Assignee of Mortgage, from John W. Watkins and Frances O. Watkins, his wife, to E. S. Valliant and Sons, dated the twenty fifth day of March, nineteen hundred and five, and recorded in Liber J. E. G. No. 7 folios 408 etc., a land record book for Queen Anne's County, of the sale made by him of the lot of land situate, lying and being in The First District of Queen Anne's County, on the road from Barclay to Church Hill, where it intersects the road from said road to the road from Dixon's Tavern to Church Hill, being bounded on the south and west by the aforesaid roads, and on the north and east by the land of the heirs of Amanda Gibbs, and containing about three acres of land, 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 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, February 23rd., 1926, between the hours of one and two o'clock, p. m., and after the advertisement of said property was read, the said property was offered at public auction and was sold to Emma Dickerson, she being then and there the highest bidder therefor, at and for the sum of three hundred and thirty five dollars. The purchaser has made a cash payment of one hundred dollars on account of the purchase money for said property.

All of which is respectfully submitted.

H. B. W. Mitchell
ASSIGNEE OF MORTGAGE.

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

I hereby certify that on this twenty fifth day of February, in the year nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared H. B. W. Mitchell, Assignee of 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,

B. Hackett Turner, Clerk.

N I S I

H. B. W. Mitchell, assignee
of Mortgage

VS.

John W. Watkins
Frances O. Watkins, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY No. 2639.

ORDERED, This 25th day of February 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 29th 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 29th day of March next.

The Report states the amount of sales to be \$335.00.

B. Hackett Turner Clerk.

Filed February 26th, 1926.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed June 1st, 1926.

ORDER NISI

H. B. W. Mitchell, Assignee of
Mortgage
vs.
John W. Watkins, Frances O. Watkins,
his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Chancer No. 2639.

Ordered, this 25th day of February, 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 29th 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 29th day of March next

The report states the amount of sales to be \$335.00.

B. HACKETT TURNER, Clerk.

True copy

Test- B. HACKETT TURNER, Clerk

Filed February 26th, 1926.

THE QUEENSTOWN NEWS.

Queenstown, Md., June 1, 1926

We hereby certify that the Order Nisi in the case of H. B. W. Mitchell, Assignee of Mortgage vs. John W. Watkins, Frances O. Watkins, his wife, Mortgagors, a true copy of which is hereto attached 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 29th day of March, in the year, 1926.

THE QUEENSTOWN NEWS.

M. W. Aker.

STATE OF MORTGAGE DEBT.
Filed Mary 28th, 1926.

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

Vs.

John W. Watkins, and Frances
O. Watkins, his wife,
Mortgagors.

In the Circuit Court for Queen
Anne's County, in Equity. No.
2639.

STATEMENT OF MORTGAGE DEBT.

Amount secured by mortgage, dated March 25th., 1905, to E. S. Valliant and Son, and assigned to M. Ella Mitchell, -----	\$306.86
Amount of balance due July 22nd., 1910, including interest, after allowing all credits, -----	297.45
Amount of balance due, March 22nd., 1916, including interest, after allowing all credits, -----	180.35
Interest from March 22nd., 1916 to Jan. 22nd., 1926, -----	106.41
	<u>\$286.76</u>

Credit by payments made at sundry times, -----	85.00
	\$201.76
To commissions to H. B. W. Mitchell, Attorney, for collection, -----	10.09
	\$211.85

Together with interest from January 22nd., 1926.

H. B. W. Mitchell
Administrator of M. Ella Mitchell
deceased.

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

I hereby certify that on this twenty eighth 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 H. B. W. Mitchell, Administrator of M. Ella Mitchell, deceased, and made oath that the foregoing Statement of Mortgage Debt is true, as in said statement set forth to the best of his knowledge and belief, that he made the investments in the mortgage mentioned and is familiar with the transaction and that he has examined the books, papers and accounts of said M. Ella Mitchell, deceased, and has found no credit that should be allowed to the said mortgage debt, other than the credits that have been allowed in the aforesaid State of Mortgage Debt.

B. Hackett Turner

Clerk Circuit Court for
Queen Anne's County.

FINAL ORDER OF COURT
RATIFYING SALE.
Filed June 3rd, 1926.

FINAL ORDER.

ORDERED, this 3rd day of June 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. John W. Watkins, and Frances O. Watkins, his wife, Mortgagors", being No. 2639, 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 June 3rd, 1926.

Thomas J. Keating

CERTIFICATE OF ADMINISTRATION
Filed June 3rd, 1926.

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 second day of December A. D., nineteen hundred and twenty-four Letters of Administration of all and singular the goods, chattels, credits and personal estate of M. Ella Mitchell, late of Queen Anne's County, deceased,

were granted and committed unto H. B. W. Mitchell, after he had entered into bond with approved security for the due performance thereof, according to law, and after he had taken the oath by law required of him.

In Testimony Whereof, I William T. Bishop, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court of Queen Anne's County, this third day of June nineteen hundred and twenty six.

Seal's
Place.

Wm. T. Bishop
Register of Wills for Queen Anne's
County.

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 of mortgage,
vs.
John W. Watkins and Frances O. Watkins,
his wife, mortgagors.

Cause No. 2639.

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 mortgaged property did not produce sufficient money to pay the costs incident to the sale and mortgage debt.

That in the within account the auditor has charged H. B. W. Mitchell, the party making the sale, with the gross amount of the sale made by him, and has then thereout allowed him in accordance with his vouchers furnished the auditor the court cost of the cause, the cost of his bond, the cost of his bond, the cost of advertising the sale in two newspapers, the amount paid the auctioneer for crying the sale, the cost for advertising the two orders nisi of the cause and the fee of the auditor and also the commissions of the said H. B. W. Mitchell for making the sale.

That the proceeds of sale remaining after these allowances is then awarded unto the said H. B. W. Mitchell, assignee of the mortgage, on account of the mortgage debt.

That the auditor appends below a statement of the debt after the application thereto of said credit.

Respectfully submitted.

Nov. 1, 1928.

Madison Brown
auditor.

John W. Watkins to H. B. W. Mitchell, as assignee of mortgage,	Dr.
1926, Jan. 22: To amount of the mortgage debt due on this date per statement filed:	\$211.85
1926, Feb. 23: To interest from Jan. 22, 1926, to this date,	1.06
1926, Feb. 23: To total debt due,	\$212.91
Credit: By net sale per within account,	<u>194.17</u>
1926, Feb. 23: To balance due bearing interest from this date, to wit: the sum of	\$ 18.74

Madison Brown
auditor.

Cause No. 2639.

The proceeds of the sale of the mortgaged real estate of John W. Watkins, mortgagor, in account with H. B. W. Mitchell, assignee of the mortgage, mentioned and described in this cause, person making the mortgage sale.

1926		Cr.	
February			
23.	By gross amount of the mortgage sale, per report of sale filed, to wit: the sum of		\$ 335.00
		Dr.	
" "	To H. B. W. Mitchell, party making the sale, for his commissions per terms of the mortgage, to wit: the sum of		\$ 23.45
	To do., for the court costs of this cause per statement of clerk, as follows:		
	Costs of B. H. Turner, clerk, \$18.75		
	Appear. fee of H. B. W. Mitchell <u>10.00</u>	28.75	
	To do., for the costs of his bond with corporate surety thereon filed in this cause, per statement of same, to wit:		15.00
	To do., for cost of advertising notice of sale in The Centreville Observer, per receipted account for same exhibited, sum of		29.25
	To do., for cost of advertising notice of the mortgage sale in The Centreville Record, per receipted account for same exhibited, to wit: the sum of		24.38
	To do., for the amount paid by him to J. E. Anthony for auctioneering the sale made, to wit: the sum of		7.50
	To do., for the amount due to the Queenstown News for cost of advertising the order nisi passed on the sale, per account for same exhibited, to wit: the sum of		5.00
	To do., for the cost of advertising the order nisi to be passed in relation to this report and account, to wit: the sum of		3.00
	To Madison Brown, auditor, for stating this account, the sum of		<u>4.50</u>
			\$140.83
	To H. B. W. Mitchell, as assignee of this mortgage, this balance, which is not sufficient to pay the mortgage debt in full, to wit: the sum of		<u>194.17</u>
			\$335.00
			\$ 335.00

For statement of mortgage debt see page 1 of this account.

November 1st, 1928.

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Assignee of mortgage,
VS.
John W. Watkins, and wife, Mortgagor.

) IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CAUSE No. 2639.

ORDERED, This 2nd. day of November 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 27th. day of November 1928; provided a copy of this order be published once a week in each of two successive weeks before the 20th. day of November, 1928, in some newspaper printed and published in Queen Anne's County.

Filed Nov. 2nd. 1928.

B. Hackett Turner Clerk

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed January 28th, 1930.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Assignee of Mortgage
vs.
John W. Watkins, and wife, Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2639.

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 27th day of November, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 20th 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 OBSERVER

Centreville, Md. January 27, 1930.

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. John W. Watkins and wife Case #2639, 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 being November 3rd, 1928, before the 20th day of November in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

FINAL ORDER OF COURT
RATIFYING AUDIT
Filed January 28th, 1930.

ORDERED, this 28th day of January, in the year nineteen hundred and thirty, 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. The Assignee is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Lewin W. Wickes.

8931368



Cause No. 2743.

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

B. H. Turner, Clerk:-

Docket suit forwith as follows:

Madison Brown,
attorney named in mortgage,

vs.

John Davis.

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

File in papers of the suit a certified copy of a mortgage from John Davis to William Hubert Temple, dated May 19, 1916, recorded in Liber W. F. W. No. 9, fol. 16.

Enter may appearance for plaintiff.

Madison Brown.

CERTIFIED COPY OF BOND
Filed April 27, 1928.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the twenty seventh day of April, 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, Madison Brown as principal and Delha D. Brown as sureties, 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 three hundred dollars, lawful money of the United States of America, to be paid to the said State of Maryland, to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this 26th. day of April, in the year nineteen hundred and twenty eight.

WHEREAS John Davis by a certain mortgage dated May 19, 1916, and recorded in Liber W. F. W. No. 9, a land record book of Queen Anne's County aforesaid, on folio 16, made to secure the payment of the sum of money therein specified, did convey unto William Hubert Temple certain land in said mortgage described; and

WHEREAS default has occurred in the covenants of said mortgage by reason of the non-payment of the debt by said mortgage secured at the time named in said mortgage for the payment of said debt; and WHEREAS the above bounden Madison Brown is named as the attorney by the terms of said mortgage with power to sell the land conveyed by said mortgage in case of default in the terms of the covenants thereof, and

WHEREAS the above bounden Madison Brown is, because of said default, about to sell the land described by said mortgage under the power and authority of sale conferred upon him by said mortgage as aforesaid.

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 said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise the same is to be and remain in the full force and virtue in law.

Signed, sealed and
delivered in the
presence of
Frances K. Brown.

Madison Brown. (SEAL)
Delha D. Brown. (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed April 27th. 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. 348 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 April, in the year 1928.

Seal's
Place.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE
Filed April 27th, 1928.

#5555. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twentieth day of May, in the year nineteen hundred and sixteen, the following MORTGAGE and MORTGAGE BILL OF SALE was brought to be recorded, to wit:-

THIS MORTGAGE OF REAL AND PERSONAL PROPERTY, made this 19th. day of May, in the year nineteen hundred and sixteen, by John Davis, of Queen Anne's County, State of Maryland.

WHEREAS, the said John Davis is justly indebted unto William Hubert Temple, of said county, in the full sum of Forty Six Dollars and forty seven cents (\$46.47), for which he has drawn and passed unto the said William Hubert Temple his promissory note for said sum of money bearing date April 25th., 1916, and payable six months after date at the Queen Anne's National Bank of Centreville; and

WHEREAS, the said John Davis desires to secure the payment of said note and each and every renewal thereof whether in whole or in part which may be accepted by the said William Hubert Temple, in accordance with the agreement made between the parties to this mortgage at the time the said John Davis became so indebted unto the said William Hubert Temple.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of one dollar, the said John Davis do hereby grant and convey unto the said William Hubert Temple, his heirs and assigns forever, all that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, called or known as the "John Davis Lot", or the "Mary Downes Lot"; bounded on the south by the land of George Hinson, on the east by the land of Robert Ferrel, on the north by the land of William Robinson, and on the west by the land of George Barton, and containing ten acres of land, more or less; said land having been acquired by the said John Davis by purchase of one Tax Collector, more than twenty five years previous to the date of this Mortgage; at time of said purchase said John Davis fully paid the purchase money therefor and entered into possession of said land, and from the time of said purchase to the date of this mortgage, that is to say: for more than twenty five years, the said John Davis has been in the continuous and uninterrupted possession of said land as actual owner thereof to the exclusion of all other persons.

AND for the consideration aforesaid, the said John Davis does hereby bargain and sell unto the said William Hubert Temple one bay horse, nine years old, now in the possession of the said John Davis and which he purchased of one Cannon.

TOGETHER with all roads, rights, ways, waters, privileges, and advantages belonging to said land or in anywise appertaining thereto.

PROVIDED, that if the said John Davis, his heirs, executors, administrators and assigns, shall well and truly pay at maturity the above described promissory note, and each and every renewal thereof which hereafter may be made, whether in whole or in part, and all interest thereon, and shall perform all conditions and covenants in the agreement herein on his part to be performed, then this mortgage shall be void.

AND the said John Davis, for himself, his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and all interest thereon, and all notes 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 and bargained, all costs of attorney's commissions and charges incurred in the collection of said debt or said notes, 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 in any of the notes hereby intended to be secured as they severally fall due, or in any covenant, condition or agreement in this mortgage, it shall be lawful for the said William Hubert Temple, his executors, administrators or assigns, or MADISON BROWN, of said county, his attorney, to sell such default, upon giving ten days' previous notice of the time, place, manner and terms of sale of said horse by advertisement and upon giving twenty days' previous notice of the time, place, manner and terms of sale of said land by advertisement in one 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 person making the sale, the credit payments, if any, to bear interest from date 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 as compensation to the person making the sale a sum of money equal to ten per cent. of the gross sale of sales; 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 Davis, or whoever may be entitled to the same.

In testimony whereof the said John Davis has hereunto subscribed his name and affixed his seal the day and year first above written.

Test: Nelson J. Brown.
Test to mark: Nelson J. Brown.

his
John x Davis (SEAL)
mark.

131368

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 19th. day of May, in the year nineteen hundred and sixteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John Davis and he did acknowledge the foregoing Mortgage to be his act.

In testimony whereof I hereunto set my hand and seal Notarial day and year first above written.

Notary
-Seal
Public.

NELSON J. BROWN
Notary Public.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 19th. day of May, in the year nineteen hundred and sixteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William Hubert Temple, the within named Mortgagee, 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.

In testimony whereof I hereunto set my hand and seal Notarial the day and year first above written.

Notary
Seal
Public.

NELSON J. BROWN
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. #9, folio 16 etc., a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 27th. day of April, in the year nineteen hundred and twenty eight.

Seal's
Place.

Clerk.

REPORT OF SALE
Filed May 23rd, 1928.

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

Madison Brown, attorney
named in mortgage,
versus
John Davis, mortgagor.

Chancery Cause No. 2743.

To the Honorable, the Judges of said Court:

The report of Madison Brown, the plaintiff, who hereinafter styles himself "vendor" unto Your Honors respectfully sets forth:-

That one John Davis, on or about May 19, 1916, by a mortgage bearing that date, made to secure the payment of the note of the said John Davis given to order of William Hubert

Temple, dated April 25, 1916, payable six months after date, for the sum of \$46.47 and also made to secure all renewals of said note, conveyed unto the said William Hubert Temple the land hereinafter described; said mortgage was recorded in Liber W. F. W. No. 9, a land record book of said county; a certified copy of said mortgage is filed in the proceedings of this cause.

That said mortgage contains a power of sale to be exercised by your vendor as attorney in case of default in the payment of the debt secured by said mortgage.

That prior to the first advertisement of sale hereinafter mentioned default had occurred in the terms of the said mortgage by reason of the non-payment of the debt secured by said mortgage and said default was in existence at the time of the sale hereinafter mentioned.

That your vendor gave notice of the time, place, manner and terms of sale hereinafter mentioned by advertisement in the Centreville Record, a newspaper published each week in the said county; that said notice of sale or advertisement was inserted in said newspaper and editions thereof once a week for four successive before the day of sale; a copy of the notice of sale duly certified to as to advertisements mentioned by the publisher of said paper is filed herewith as part hereof.

That pursuant to said notice of sale your vendor did attend in front of the court house door in the town of Centreville, Maryland, on Tuesday, May 15, 1928, at the hour of twelve o'clock noon, and then and there proceeded to make sale of the mortgage property in the following manner:

the sale was first called and the advertisement was read aloud to those present; your vendor then offered the said property at public auction to the highest bidder through the medium of J. E. Anthony as auctioneer and after competitive bidding was sold unto Oliver D. Crew, he being then and there the highest bidder therefor, at and for the sum of two hundred and ten dollars.

That said sale was made under the power and authority conferred upon your vendor by said mortgage and because of the default in said mortgage mentioned.

That the property sold consists of all that lot of land called or known as "The John Davis Lot" or "The Mary Downes Lot" and is situated in the Seventh Election District of said county near but not immediately on the public road leading from Murdock's corner to McGinness' Corner and adjoins the lands of George Burris, Elmer Crew, Matt Hinson and others and contains ten acres of land, more or less: the land is also further described in said mortgage.

The purchaser announced that he would pay the purchase money in full on ratification of the sale or otherwise comply with the terms sale.

The amount of the sale is \$210.00

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 twenty third 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 aforesaid, personally appeared Madison Brown, above named vendor, and he did make oath in due form of law that the matters and things stated in the foregoing report of sale are true as therein set forth and that the sale in said report mentioned was fairly made.

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

NISI

Madison Brown,
Attorney named in mortgage

VS.

John Davis

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY No. 2743. .

ORDERED, This 23rd. day of May A. D., 1928, that the sale of the real estate made and reported in this case by Madison Brown, attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th. 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 25th day of June next.

The Report states the amount of sales to be \$210.00.

B. Hackett Turner Clerk.

Filed May 23rd. 1928

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Oct. 6th, 1928.

ORDER NISI

Madison Brown, Attorney named in
Mortgage.

Vs.

John Davis.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2743.

Ordered, This 23rd day of May A. D., 1928, 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 25th 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 25th day of June next.

The Report states the amount of sales to be \$210.00.

B. HACKETT TURNER, Clerk.

Filed May 23, 1928.

True Copy

Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD

Centreville, Md., Oct. 5, 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison Brown, Attorney named in the mortgage vs. John Davis in the Circuit Court for Queen Anne's Co. Chancery #2743, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 25 day of June in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Wm. P. Brown.

STATEMENT OF DEBT UNDER MORTGAGE.
Filed October 9, 1928.

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

Madison Brown, attorney named in mortgage,

vs.

John Davis, mortgagor.

)
(
)

Cause No. 2743.

Statement of Mortgage Debt.

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The following is a statement of the mortgage debt due under the mortgage mentioned in the proceedings of the above entitled cause:

Amount of the mortgage debt secured by said mortgage:	\$46.47
Amount of interest thereon from October 25, 1916, to May 15, 1928	<u>31.50</u>
	\$77.97
Add 10 per centum attorney's commission due to Madison Brown, attorney of collection, per terms of note,	<u>7.80</u>
Total debt	\$85.77

Wm. H. Temple.

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

I hereby certify that on this 9th day of October in the year nineteen hundred and twenty eight, before me, the subscriber, Clerk of the Court of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William Hubert Temple, the mortgagee named in the mortgage mentioned and described in the foregoing is a true statement of the indebtedness due under said mortgage on the day of the sale.

WITNESS my hand and seal.

B. Hackett Turner (SEAL)

Filed Oct. 9th, 1928.

Petition of William Hubert Temple, judgment creditor of John Davis,

vs.

Addie White, John Davis, and other heirs at law of John Davis, mortgage, for payment of his judgment claims out of surplus mortgage sale.
Filed October 18th, 1928.

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

Madison Brown, attorney named in mortgage,

vs.

John Davis mortgagor.

Cause 2743.

To the Honorable, the Judges of said Court:

The petition of William Hubert Temple, of said county, who files this petition for himself as well as for all other creditors of John Davis, also known as John Henry Davis, late of said county, deceased, who will come in and contribute to the expenses of the proceedings to be had under this petition, respectfully sets forth:

1. That the said John Davis, otherwise called John Henry Davis, mentioned in the proceedings of this cause was in his life time indebted unto your petitioner in the sum of thirty three dollars and eighty cents with interest from November 28, 1916, upon a judgment obtained by your petitioner against the said John Davis on October 28, 1916, in the sum of sixty three dollars and eighty three cents, the amount of the judgment having been reduced by payments to the said sum of thirty three dollars and eighty cents with interest as aforesaid; that said judgment was obtained before R. T. Armstrong, then a Justice of the Peace of said county, that a copy of said judgment duly certified by said Justice as to its truth was November 8, 1916, filed with the clerk of this court and was by him duly recorded and is now filed herein as part hereof marked "Exhibit W. H. T. No. 1."
2. That being so indebted as aforesaid unto your petitioner and also unto divers other persons in various sums of money the said John Davis departed this life on or about the 25th. day of February, 1925, intestate, possessed of no personal property but seized and possessed of the real estate described and sold in the proceedings of this cause heretofore had subject is, of course, to the mortgage in the proceedings mentioned.
3. That as the said John Davis left no personal estate no administration thereon has been granted unto anyone.
4. That the proceedings of sale had under this cause is more than sufficient to pay the mortgage debt and the costs under this mortgage sale, so that there will be a surplus sale

1131368

in the hands of Madison Brown, the party making the sale, which can be applied to the payment of the indebtedness due and owing by the said John Davis.

5. That the said John Davis left at the time of his death the following heirs at law, to wit:

A widow, Georgeanna Davis by name, who has since the death of her husband become by remarriage Georgeanna Watson;

A daughter, Anna White who lives in Queen Anne's County, Maryland:

A daughter, Laura Worrell, who lives in New Castle County, Delaware:

A daughter, Elizabeth or Lizzie Elliott, who lives in Queen Anne's County aforesaid; and

A son, John Davis, who lives in New Jersey,

that all of the said heirs of the said John Davis are over twenty-one years of age.

6. That the said Georgeanna Watson by assignment dated October 5, 1928, has assigned and transferred all her right and estate as such heir into the sales of this cause unto your petitioner as will appear from paper writing signed by her, marked "Exhibit W. H. T. No. 2", filed herewith as part hereof.

7. That your petitioner is advised that because the said John Davis left no personal estate out of which his debt due unto your petitioner and his indebtedness unto other person can be paid, your petitioner and the other unpaid creditors of said John Davis are entitled to have their claims paid out of the surplus sales of this cause; your petitioner by reason of his claim being a judgment obtained against the said John Davis in his life time being entitled to priority of payment over the unsecured creditors of the said John Davis and over any other lien creditor having a lien of later date than said judgment.

Your petitioner, therefore, prays Your Honors as follows:

First, to pass an order directing that the surplus mortgage sale of this cause be applied to the payment of his judgment claim and to the payment of the claims of other unpaid creditors of the said John Davis, who will come in and contribute to the expenses to be had under this petition, according to the priority at law and in equity of payment of said claims; second, to grant your petitioner such other and further relief as the case may require.

May it please Your Honors to grant unto your petitioner an order of publication giving notice to the said Laura Worrell and John Davis, who are non-residents as aforesaid, stating the substance and objection of this petition and wanting them to appear in this court in person or by solicitor on or before a certain day to answer the premises and show cause, if any, that why a decree ought not to pass as prayed; and also to grant unto your petitioner the writs of subpoena against the said Anna White and Lizzie or Elizabeth Elliott both residing in Queen Anne's County as aforesaid commanding them to appear in this court on some certain day to be named therein to answer the premises and abide by and to perform such decree as may be passed therein.

And as in duty bound.

Wm. H. Temple

Madison Brown

Solicitor for Petitioner.

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

I hereby certify that on this 9th day of October 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 William Hubert Temple, above named petitioner, and he did make oath in due form of law that the matters and things stated in the foregoing petition are true to the best of his knowledge and belief.

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

Filed Oct. 9th, 1928.

William Hubert Temple

Vs.

John Davis

} Plea of debt on note of demand made by defendant
to plaintiff for \$63.80.

October 28th, 1916, plaintiff appears and makes oath in due form of law that the correct amount due on said note is \$63.80.

October 28th, 1916, on this day defendant voluntarily appears and confesses judgment in favor of plaintiff for said sum of \$63.80 with interest from date, costs of suit and with all exemptions waived.

October 28th, 1916, Judgment is therefore entered by confession on consent of defendant in favor of plaintiff against defendant for \$63.80, with costs of suit, with interest from date, and with all exemptions waived.

R. T. Armstrong J. P.

Justice of the Peace of the State
of Maryland in and for the 2nd
Election District of Queen Anne Co.

I hereby certify that the foregoing is a true copy made by me from my docket as Justice of the Peace.

Witness my hand and seal this twenty eighth day of October, in the year nineteen hundred and sixteen.

R. T. Armstrong J. P.

Justice of the Peace of the State
of Maryland, in and for the 2nd.
Election District of Queen Anne's
County.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed May 23rd, 1928.

MORTGAGE SALE OF POND TOWN PROPERTY

In execution of the power of sale conferred upon the undersigned by the mortgage from John Davis to William Hubert Temple, dated May 19, 1916, and recorded in Liber W. F. W. No. 9, fol. 16, a land record book of Queen Anne's County, Maryland, the undersigned will sell at public sale to the highest bidder in front of the Court House door in the town of Centreville, Maryland, at the hour of 12 o'clock P. M., on Tuesday, May 15th, 1928

All that lot of land called or known as "The John Davis Lot", the "Mary Downs Lot", situated in Seventh Election District of Queen Anne's County, State of Maryland, near the public road leading from Murdock's Corner to McGinnis' Corner, adjoining the land of George Burris (Geoge Barton Property), Elmer Crew, Robert Ferrall, Mett Henson, George Henson and Henry Smith, containing 10 Acres of Land more or less. The land contains a small frame Dwelling House and a nice lot of fruit trees and most of it is in cultivation.

TERMS OF SALE:-One half of the purchase money in cash at time of sale and the other half in six months from day of sale, with interest from day of sale, the same to be secured by note of purchaser with security to meet approval of undersigned, or all cash on day of sale at option of purchaser. Possession given as soon as terms of sale have been complied with.

MADISON BROWN
Attorney named in Mortgage.

THE CENTREVILLE RECORD

Centreville, Md., May 23, 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Madison Brown atty named in Mortgage vs. John Davis 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 May in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

Final Order of Court
Ratifying Sale.
Filed Nov. 3rd, 1928.

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

Madison Brown, attorney,
vs.
John Davis.

)
(
)

Cause No. 2743.

1131368

Ordered, on this third day of November 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 sale of the real estate made by Madison Brown as attorney named in the mortgage described in the within and above entitled cause and 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 it appears that notice has been given in accordance with the order nisi passed May 23, 1928, in above cause.

And it is further ordered that the proceedings of this cause be and the same are hereby referred to Edwin H. Brown, Jr. as special auditor with instructions to state and return to this court an account or audit between the said Madison Brown and the proceeds of sale of the said cause.

Thomas J. Keating.

Filed Nov. 3rd, 1928.

Petition for substitution of Oliver D. Crew and Ethel Crew, his wife, as purchasers in the place and stead of Oliver D. Crew alone.
Filed Oct. 23rd, 1928.

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

Madison Brown, attorney,)
vs.) Cause No. 2743.
John Davis, mortgagor.)

To the Honorable, the Judges of said Court:

The petition of Oliver D. Crew and Ethel Crew, his wife, unto Your Honors respectfully sets forth:

That as will appear from the report of sale filed in the above entitled cause, the said Oliver D. Crew became the purchaser of the property reported sold at the sale named in said report.

That the said Oliver D. Crew and Ethel Crew, his wife, the petitioners, desire to become the purchasers of said property as tenants by the entireties in the place and stead of the said Oliver D. Crew alone.

Your petitioners, therefore, pray Your Honors to pass an order substituting them, the said Oliver D. Crew and Ethel Crew, his wife, as tenants by the entireties, as the purchasers of the property in the place and stead of the said Oliver D. Crew alone.

Respectfully submitted,

Oliver D. Crew
Mrs. Ethel M. Crew.

To the Honorable, the Judges of said Court:

I, Madison Brown, the party making the sale of the above entitled cause, do hereby agree on my part that Oliver D. Crew and Ethel Crew, his wife, be substituted as purchasers in the place and stead of the said Oliver D. Crew alone.

Madison Brown
attorney.

ORDER OF COURT
GRANTING ABOVE
PETITION.
Filed Nov. 3rd, 1928.

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 upon the foregoing petition that Oliver D. Crew and Ethel Crew, his wife, be and they are hereby substituted as purchasers of the property reported sold in the report of sale filed in the above entitled cause in the place and stead of the said Oliver D. Crew, who in said report is reported as the purchaser, and Madison Brown, the party making the

sale of the said cause, be and he is hereby directed that upon the payment in full of said purchase money, but not before, to grant and convey the property described in said report of sale as sold unto the said Oliver D. Crew alone unto the said Oliver D. Crew and Ethel Crew, his wife, by good and sufficient deed in the same manner and as fully and as effectually as if the said Oliver D. Crew and Ethel Crew, his wife, were the purchasers of said property, in the place and stead of the said Oliver D. Crew alone.

Filed Nov. 3rd, 1928.

Thomas J. Keating

ANSWER OF LAURA WORRELL
TO PETITION FILED Oct. 18th, 1928.
Filed Feb. 4th, 1929.

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

Madison Brown, attorney named in mortgage,)
vs.) Cause No. 2743.
John Davis mortgagor.)

To the Honorable, the Judges of said Court:

The joint and several answer of

to the petition in the nature of a creditor's bill of William Hubert Temple against them in the above entitled cause exhibited.

These defendants admit that John Davis mentioned in the proceedings of said cause and in said petition departed this life sometime in February 1925, leaving no will; that he was in his life time known as Henry Davis and John Henry Davis; that he was indebted unto the said William Hubert Temple at the time of his death by the mortgage mentioned in the above cause, by judgment and by account; that he did not leave personal property at the time of his death sufficient to pay his funeral expenses and his debts; that he left at the time of his death the following heirs, to wit:

- Georgeanna Davis, his wife, who is now Georgeanna Watson, wife of Hurke Watson;
- Addie White, a daughter, who is separated from her husband;
- Laura Worrell, a daughter, whose husband is Richard Worrell, whose address is Newport, Delaware;
- Elizabeth Elliott, wife of George Elliott, who live in Queen Anne's County, Maryland;
- John Davis, a son, whose wife is Martha Davis, who live in New Jersey;

These defendants admit the several matters and things charged in the said petition of the said William Hubert Temple to be true and they submit to such decree in the premises as may be right.

Test:- Etta Curtis

Her
Laura x Worrell
mark

Filed Feb. 4th, 1929.

ASSIGNMENT OF GEORGEANNA WATSON
Filed Feb. 4th, 1929.

THIS ASSIGNMENT, made this fifth day of October in the year nineteen hundred and twenty eight, between Georgeanna Watson, of New Castle County, State of Delaware, formerly Georgeanna Davis and widow of John Henry Davis, late of Queen Anne's County, State of Maryland, deceased, party of the first part, and William Hubert Temple, of the last named county and state, party of the second part,

WITNESSETH: that the said Georgeanna Watson, for and in consideration of the sum of one dollar and divers other good and valuable considerations heretofore moving, the receipts of which are hereby acknowledged, does hereby assign, transfer and set over unto the said William Hubert Temple, his executors, administrators and assigns forever, all her right, title, interest and estate as widow, heir at law or otherwise, in, to and of the proceeds of the sales of the mortgaged real estate of the said John Henry Davis made under a mortgage from him under the name of John Davis in a cause in the Circuit Court for Queen Anne's County aforesaid, sitting as a court of Equity, wherein Madison Brown, as attorney named in mortgage, is the plaintiff and (the said) John Davis as mortgagor is defendant, said cause being No. 2743 on the chancery docket of said court.

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IN WITNESS WHEREOF the party of the first part does hereunto subscribe her name and affix her seal, the day and year above written.

Test:

James Perkins Groome
Madison Brown

Her
Georgeanna x Watson (SEAL)
mark

State of Delaware, New Castle County, SCT:

I hereby certify that on this fifth day of October 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 Georgeanna Watson, the above named, and she did acknowledge the foregoing assignment to be hereact.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my seal Notarial, the day and year above written.

James Perkins Groome Notary
Notary Public. Public
Seal.

Filed Feb. 4th, 1929.

ASSIGNMENT OF ADDIE WHITE
Filed Feb. 4th, 1929.

THIS ASSIGNMENT, made this day of October in the year nineteen hundred and twenty eight, between Anna White, of Queen Anne's County, State of Maryland, party of the first part, and William Hubert Temple, of the same place, party of the second part.

WITNESSETH: that the said Addie White for and in consideration of the sum of one dollar and of divers other good and valuable considerations her thereunto moving, the receipts of which are hereby acknowledged, does hereby assign, transfer and set over unto the said William Hubert Temple absolutely all the right, title, interest and estate of her, the said Addie White, as an heir at law of John Davis, sometimes called John Henry Davis, her father, in, to and of the mortgage surplus sales of certain real estate situate in said county made by Madison Brown under the power conferred upon him by a mortgage given by the said John Davis to the said William Hubert Temple dated May 19, 1916, and recorded in Liber W. F. W. No. 9, a land record book of Queen Anne's County aforesaid, on folio 16, and by the said Madison Brown reported to the Circuit Court for said County, sitting as a court of Equity, in a cause in said court bearing the number 2743, and wherein the attorney is plaintiff and the said John Davis is defendant with power and authority to the said William Hubert Temple to ask, demand and receive of the said Madison Brown any sum of money due to me in said cause and full acquittance for the same to be given in my name.

THIS ASSIGNMENT is made with a full understanding on my part that the said William Hubert Temple has valid claims against the said surplus proceeds of the mortgage sale sufficient to consume the entire amount thereof, and that I would not receive any money out of the said surplus sales, if I did not make this assignment, and that this assignment is made for the purpose of avoiding the costs of a court procedure against me for the payment of the claims of the said William Hubert Temple against said surplus mortgage sale and in order to save him the costs thereof.

IN WITNESS WHEREOF the party of the first part does hereunto subscribe her name and affix her seal, the day and year above written.

Test:

Fred M. Turner

her
Addie x White (SEAL)
mark

Filed Feb. 4th, 1929.

ASSIGNMENT OF HENRY DAVIS
Filed Feb. 4th, 1929.

THIS ASSIGNMENT, made this fifth day of October in the year nineteen hundred and twenty eight, between John Davis, of Salem County, State of New Jersey, party of the first part, and William Hubert Temple, of the same place, party of the second part.

WITNESSETH: that the said John Davis, for and in consideration of the sum of one dollar and of divers other good and valuable considerations him thereunto moving, the receipts of which are hereby acknowledged, does hereby assign, transfer and set over unto the said William Hubert Temple absolutely all the right, title, interest and estate of him, the said John Davis, as an heir at law of John Davis, sometimes called John Henry Davis, her father, in, to and of the mortgage surplus sales of certain real estate situate in said county made by Madison Brown under the power conferred upon him by a mortgage given by the said John Davis to the said William Hubert Temple dated May 19, 1916, and recorded in Liber W. F. W. No. 9, a land record book of Queen Anne's County aforesaid, on folio 16, and by the said Madison Brown reported to the Circuit Court for said county, sitting as a court of Equity, in a cause in said court bearing the number 2743, and wherein the attorney is plaintiff and the said John Davis is defendant with power and authority to the said William Hubert Temple to ask, demand and receive of the said Madison Brown any sum of money due to me in said cause and full acquittance for the same to be given in my name.

THIS ASSIGNMENT is made with a full understanding on my part that the said William Hubert Temple has valid claims against the surplus proceeds of the mortgage sale sufficient to consume the entire amount thereof, and that I would not receive any money out of the said surplus sales, if I did not make this assignment, and that this assignment is made for the purpose of avoiding the costs of a court procedure against me for the payment of the claims of the said William Hubert Temple against said surplus mortgage sale and in order to save him the costs thereof.

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

Test:

Henry Davis. (SEAL)

Stantom B. Cole

State of New Jersey, Salem County, SCT:

I hereby certify that on this 5th day of November 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 aforesaid, personally appeared John Davis, above named, and he did acknowledge the foregoing assignment to be his act.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my seal official, the day and year above written.

Stantom B. Cole (SEAL)

NOTARY PUBLIC OF N. J.

My Commission Expires Mar. 15, 1931.

Filed Feb. 4th, 1929.

Notary
Public
Seal.

ASSIGNMENT OF LIZZIE ELLIOTT
Filed Feb. 4th, 1929.

THIS ASSIGNMENT, made this _____ day of October in the year nineteen hundred and twenty eight, between Elizabeth Elliott, of Queen Anne's County, State of Maryland, party of the first part, and William Hubert Temple, of the same place, party of the second part.

WITNESSETH: that the said Elizabeth Elliott, for and in consideration of the sum of one dollar and of divers other good and valuable considerations her thereunto moving, the receipts of which are hereby acknowledged, does hereby assign, transfer and set over unto the said William Hubert Temple absolutely all the right, title, interest and estate of her, the said Elizabeth Elliott, as an heir at law of John Davis, sometimes called John Henry Davis, her father, in, to and of the mortgage surplus sales of certain real estate situate in said county made by Madison Brown under the power conferred upon him by a mortgage given by the said John Davis to the said William Hubert Temple dated May 19, 1916, and recorded in Liber W. F. W. No. 9, a land record book of Queen Anne's County aforesaid, on folio 16, and by the said Madison Brown reported to the Circuit Court for said county, sitting as a court of Equity, in a cause in said court bearing the number 2743, and wherein the attorney is plaintiff and the said John Davis is defendant with power and authority to the said William Hubert Temple to ask, demand and receive of the said Madison Brown any sum of money due to me in said cause and full acquittance for the same to be given in my name.

THIS ASSIGNMENT is made with a full understanding on my part that the said William Hubert Temple has valid claims against the said surplus proceeds of the mortgage sale sufficient to consume the entire amount thereof, and that I would not receive any money out of the said surplus sales, if I did not make this assignment, and that this assignment is made for the purpose of avoiding the costs of a court procedure against me for the payment of the claims of the said William Hubert Temple against said surplus mortgage sale and in order to save him the costs thereof.

431368

IN WITNESS WHEREOF the party of the first part does hereunto subscribe her name and affix her seal, the day and year above written.

Test:

Lizzie Elliott

(SEAL)

Fred M. Turner

RELEASE OF WILLIAM HUBERT TEMPLE
Filed February 7th, 1929.

THIS RELEASE, made this 5th day of February in the year nineteen hundred and twenty nine, by William Hubert Temple, of Queen Anne's County in the State of Maryland, party of the first part, and Madison Brown, of the same place, party of the second part,

WHEREAS the said Madison Brown, the party selling the real estate reported sold in a cause in the Circuit Court for Queen Anne's County, in Equity, bearing the number 2743, and bearing the title "Madison Brown, attorney named in mortgage, versus John Davis, mortgagee", has paid unto the said William Hubert Temple, the sum of one hundred six dollars and seventy four cents, the proceeds of the sale reported in said cause less ninety five dollars and forty six cents retained as the amount to be expended for the court costs of the cause and taxes paid by him without awaiting for proceedings looking to the distribution of the net mortgage sales under the Creditor's petition filed in said cause at the request of the said William Hubert Temple and upon the condition that these presents be executed.

NOW, THEREFORE, THIS RELEASE WITNESSETH: that the said William Hubert Temple, for and in consideration of the said sum of one hundred six dollars and seventy four cents paid to him by the party of the second part, the receipt of which is hereby acknowledged, does hereby release, acquit, exonerate and discharge the said Madison Brown, his heirs, executors, administrators and the surety upon his bond, of and from, all and every action, suit, claim, liability or demand, which could or might possibly be brought, exhibited or prosecuted against him, them or any of them, for or on account of the claim of the said William Hubert Temple to the mortgage sales made in said cause as mortgagee thereof, as judgment creditor thereof, or of the said John Davis, mortgagor, or as the assignee of any heir of the said John Davis, or of his widow, or the payment of any sum of money so do unto him, he hereby declaring himself fully paid, contented, and satisfied as above specified.

AND THESE PRESENTS FURTHER WITNESSETH: that the said William Hubert Temple, in consideration of the premises and of the payment unto him of the said sum of money prior to any order of court directing distribution of said proceeds under legal proceedings, does hereby covenant and agree to and with the said Madison Brown, his heirs, executors, administrators and the surety upon his bond, to save him harmless, because of the payment made as aforesaid to the extent of the payment made as aforesaid

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

Test:

William Hubert Temple

(SEAL)

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

I hereby certify that on this _____ day of February in the year nineteen hundred and twenty nine, before me, the subscriber, a Justice of the Peace, of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William Hubert Temple above named, and he did acknowledge the foregoing release to be his act.

Filed February 7th, 1929.

Samuel T. Bouchelle
Justice of the Peace.

Brought forward from page 403.

To W. Raymond Horney, trustee, for cost of advertising order nisi to be passed as to this account, sum of	3.00	
	<u>\$174.01</u>	
To balance carried forward	325.99	<u>\$500.00</u>
	\$500.00	\$500.00

Cause No. 2770.

CR.

By amount brought forward \$325.99

DR.

DISTRIBUTION AMONG CREDITORS.

To Charles W. Nickerson & Nellie L. Gallaway, co-partners trading as "Nickerson & Gallaway", in full payment of their claim against William Robbins, deceased, of \$8.84 and 15¢ interest due thereon, the sum of	\$ 8.99	
To John A. Tobin & John H. Tobin, co-partners, trading as John A. Tobin & Son in full payment of their claim against said William Robbins, deceased of \$15.14 and 26¢ interest due thereon, the sum of	15.40	
To John E. Robbins, in full payment of his claim of \$151.92 against said William Robbins, deceased, and \$2.63 interest due thereon, the sum of	154.55	
To R. J. Taylor in full payment of his claim against said William Robbins, deceased, of \$4.38 and 08¢ interest thereon, the sum of	4.46	
	<u>\$183.40</u>	
To balance carried down	142.59	<u>\$325.99</u>
	\$325.99	\$325.99

CR.

By balance brought down \$142.59

DR.

DISTRIBUTION AMONG HEIRS AT LAW.

To Mary E. Robbins, widow of William Robbins-1/2 of balance	\$ 71.30	
To W. Raymond Horney, trustee, in trust to be paid to the State of Maryland, the collateral inheritance tax of five per cent. of \$71.30 distributed below: to wit: sum of	3.57	
To John E. Robbins, 1/4 of \$67.72, to wit: sum of	16.93	
To Grover C. Robbins, 1/4 of \$67.72, to wit: sum of	16.93	
To Frank Robbins, 1/4 of \$67.72, to wit: sum of	16.93	
To Edward H. Robbins, 1/4 of \$67.72, to wit: sum of	16.93	
	<u>\$142.59</u>	<u>\$142.59</u>

MADISON BROWN

June 19, 1931.

Auditor.

NISI RATIFICATION OF AUDIT.

Charles W. Nickerson et al	)	IN THE CIRCUIT COURT
VS.		FOR QUEEN ANNE'S COUNTY
Mary E. Robbins, et al.		IN EQUITY
)		CASE NO. 2770.

ORDERED, This 23rd day of June, in the year nineteen hundred and thirty one, that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 18th. day of July, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of

July, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed June 23rd, 1931.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed July 20th, 1931.

NISI RATIFICATION OF AUDIT.

CHARLES W. NICKERSON, ET AL.

VS.

MARY E. ROBBINS, ET AL.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY

CASE NO. 2770.

ORDERED, This 23rd day of June, in the year nineteen hundred and thirty one, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 18th of July, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of July, 1931, in some newspaper printed and published in Queen Annes County.

B. HACKETT TURNER, Clerk.

True Copy Test:-

B. HACKETT TURNER, Clerk.

Filed-June 23rd, 1931.

THE CENTREVILLE OBSERVER

Centreville, Md. July 20 1931

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Charles W. Nickerson, et al vs. Mary E. Robbins, 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 thereof having been made in said newspaper on the 25th day of June, 1931, being more than 15 days before the 11th day of June 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed July 20th, 1931.

Clerk's Certificate

Charles W. Nickerson
et al

Vs.

Mary E. Robbins

In the Circuit Court for

Queen Anne's County, in

Equity.

No. 2770 Chy.

I hereby certify that no objections to the ratification of the Audit have been filed in the above entitled proceedings and that all taxes costs, as stated in the Auditor's Account filed in this cause on the 23rd day of June, 1931 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 have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed, this 20th day of July, 1931.

B. HACKETT TURNER

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

Seal's
Place.

CERTIFICATE OF CLERK

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that no exceptions have been filed to the within and foregoing audit.

Date - July 20th, 1931.

B. HACKETT TURNER
Clerk.

FINAL ORDER OF RATIFICATION
Filed July 20th, 1931.

CHARLES W. NICKERSON, ET AL.,

vs.

MARY E. ROBBINS, ET AL.,

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(

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

Cause No. 2770.

ORDERED, this twentieth day of July, in the year nineteen hundred and thirty one, 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 directed by the previous Order of Ratification Nisi passed thereon in this cause, and the Trustee, W. Raymond Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustee.

THOMAS J. KEATING

Filed July 29th, 1931.

131368

Brought forward from page 523.

IN THE MATTER OF THE
TRUST ESTATE CREATED
UNDER THE LAST WILL AND
TESTAMENT OF MARTHA J.
GILLESPIE.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY,
NO. 2814 CHY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Claude P. Hearn and Richard T. Earle, trustees in the matter of the Trust Estate Created under the Last Will and Testament of Martha J. Gillespie, late of Queen Anne's County, Maryland, deceased, respectfully represents:

First: That Martha J. Gillespie, late of Queen Anne's County, Maryland, departed this life on or about the 30th day of April 1925, seized and possessed of certain real estate consisting of a farm or tract of land situated in Cox's Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, comprising one hundred acres of land, more or less.

Second: That the said Martha J. Gillespie, deceased, left a last will and Testament which was duly admitted to probate by the Orphans' Court for Queen Anne's County, and which is recorded in the Office of the Register of Wills of said County in Liber W. T. B. # 3 folio 191, one of the Will record books for Queen Anne's County, a certified copy of said last will and testament having been heretofore filed in this proceeding.

THIRD: That under and by virtue of the provisions of Item 24 of the aforesaid last will and testament, the said Martha J. Gillespie did give and devise the aforesaid farm or tract of land unto your petitioners in trust upon certain uses therein specifically set forth and did give unto your petitioners a power of sale of the aforesaid farm for a period of five years from and after the date of her death to be made either at public or private sale as in their judgment may seem most desirable.

Fourth: That under and by virtue of the aforesaid power of sale, your petitioners did on the day of 19 , sell said farm unto B. Scott Stokes of Kent County, Maryland, at and for the sum of \$8,550.00, in accordance with a written agreement of sale which has been heretofore filed in this proceeding.

FIFTH: that on the 14th. day of March, 1930, your petitioners filed in this proceeding their petition praying this Honorable Court to assume jurisdiction of this trust estate to the end that your petitioners might administer this trust under the order of this Honorable Court and that the sale of the aforesaid real estate be ratified by this Honorable Court, and on the 14th. day of March, 1930, this Honorable Court passed an order assuming jurisdiction of this trust estate.

SIXTH: That on the 22nd. day of May, 1930, it appearing that the proper order nisi had been published, your Honorable Court passed an order finally ratifying the sale of the aforesaid real estate to the said B. Scott Stokes at and for the price and sum of \$8,550.00, and the said purchaser thereupon paid to your petitioners the full amount of the purchase price.

SEVENTH: That the papers were presented to Madison B. Brown, Esq., Auditor for the Circuit Court for Queen Anne's County, for the purpose of stating an audit distributing the aforesaid trust funds in accordance with the terms and provisions contained in Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased.

EIGHTH: That The Centreville Free Library, Inc., a body corporate duly organized and incorporated under the laws of Maryland, did on May 1st., 1930, file in this cause its petition alleging that said Corporation had fulfilled the conditions specified in Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and that it was entitled to receive the legacy so bequeathed to it free and discharged from the trust hereinbefore mentioned, whereupon this Honorable Court on May 16th., 1930, passed an order directing the Court Auditor in stating an audit in this cause of the proceeds of sale of the real estate to distribute to The Centreville Free Library, Inc., the balance of the proceeds of sale that were bequeathed to it by Item 24 of the last will and testament of the said Martha J. Gillespie, deceased.

Ninth: That on the 30th. day of July, 1930, the said Madison B. Brown, B. Brown, Court Auditor, made and stated an audit in this proceeding distributing the moneys arising in this trust estate under Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and after allowing all of the costs and expenses incidental to the said trust and the specific legacy of \$3,000.00 (less collateral inheritance tax) to Richard T. Earle, Jr., Anne Earle and James T. Earle, 2nd., children of Richard T. Earle, in equal proportions, share and share alike, the said Auditor allowed and distributed to The Centreville Free Library, Inc., a body corporate, the sum of \$4622.08, which was the balance of the proceeds derived from the sale of the farm sold in this cause mentioned in Item 24 of said last Will and Testament, after deducting the collateral inheritance tax due to the State of Maryland; and the auditor further distributed to the Children's Home

of the Eastern Shore of Maryland, a body corporate, the sum of \$836.05, which was the balance of the net income or rents of said farm for the period commencing one year after the death of testatrix to day of sale after deducting therefrom the collateral inheritance tax due to the State of Maryland.

Tenth: That your Honorable Court on the 12th day of September, 1930, passed an order finally ratifying and confirming the aforesaid audit, save and except the amount directed by the audit to be distributed to The Centreville Free Library, Inc., a body corporate, to wit: \$4622.08, and the amount distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, to wit: \$836.05.

ELEVENTH: That under and by virtue of the sixth condition of Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased, it is provided; "And Sixth, that if all the conditions hereinbefore specified are not fulfilled within a period of five years from the date of my death, then this bequest shall become null and void, and in which event I do hereby give, grant, devise and bequeath, all monies, both principal and interest, in the hands of said trustees under this item to my said cousin, Thomas A. Bordley to the extent of a two-ninths part thereof; to my said niece, Ida M. Wootton, to the extent of a two-ninths part thereof; to my said cousin, Cora M. Cook, to the extent of a one-eighteenth part thereof; to my said cousin, Emma D. Price, to the extent of a one-eighteenth part thereof; to the said Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer, sons of my said niece, Lettie Ballack-Schaefer, to the extent of a one-ninth part each thereof; to Harry Stevens, Jr., son of my said niece, C. Viola Stevens, to the extent of a one-ninth part thereof; and to Martin Nicholson, and Leonard Nicholson, sons of my said nephew, M. Windsor Nicholson, to the extent of a one-eighteenth part each thereof; and which said sums in the proportions as above set forth I do hereby authorize, empower and direct the said Trustees to pay immediately at the expiration of five years from the date of my death".

Twelfth: That the aforesaid contingent legatees have not heretofore been made parties to this proceeding, and while your petitioners desire to make distribution in accordance with the aforesaid audit, however, before so doing, they desire to have the aforesaid contingent legatees made parties to this proceeding to show cause, if any they may have, why these trust funds shall not be distributed in accordance with the provisions of said audit.

Thirteenth: That Thomas A. Bordley, who is of full legal age, resides in Boston, Massachusetts; that Ida M. Wootton, who is of full legal age, resides in the City of Wilmington, Delaware; that Cora M. Cook, who is of full legal age, resides in the City of Baltimore, Maryland; that Emma D. Price, who is of full legal age, resides in the City of Wilmington, Delaware; that Louis Glanding Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that C. William Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that Lettie Ballack-Schaefer, who is of full legal age, resides in the City of Baltimore, Maryland; that Harry Stevens, Jr., infant, resides in the City of Baltimore, Maryland; that Martin Nicholson, infant, and Leonard Nicholson, infant, both reside in the City of Wilmington, Delaware.

Fourteenth: That the Centreville Free Library, Inc., is a body corporate, duly organized and incorporated under the Laws of Maryland, with its principal office at Centreville, Queen Anne's County, Maryland, that the Children's Home of the Eastern Shore of Maryland is a body corporate duly organized and incorporated under the laws of Maryland, with its principal office at Easton, Talbot County, Maryland.

TO THE END, THEREFORE:

First: That your petitioners be made parties complainant and that The Centreville Free Library, Inc., a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr., infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of The Eastern Shore of Maryland, a body corporate, be made parties defendant in this proceeding.

Second: That the audit heretofore filed in this cause be finally ratified and confirmed unless sufficient cause to the contrary be shown by the defendants.

Third: And for such other and further relief as their case may require.

May it please your Honors to pass an order making the aforesaid Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Lettie Ballack-Schaefer, Harry Stevens, Jr., Martin Nicholson and Leonard Nicholson parties defendant to this proceeding; and further requiring said defendants to show cause on or before some certain day to be named therein why the audit heretofore filed in this cause should not be finally ratified and confirmed.

And as in duty bound, etc.

J. OWEN KNOTT'S

Filed December 4th, 1930.

THOS. J. KEATING JR.
ATTORNEYS FOR PETITIONERS.

ORDER OF COURT
Filed Dec. 18th, 1930.

Upon the foregoing petition of Claude P. Hearn and Richard T. Earle it is this 6th day of December, 1930, by the Circuit Court for Queen Anne's County, in Equity, adjudged, decreed and ordered that the said Claude P. Hearn and Richard T. Earle, trustees, be made parties complainant, and that The Centreville Free Library, Inc., a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr., infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of The Eastern Shore of Maryland, a body corporate, be made parties defendant to this cause, and it is further ordered that the audit heretofore filed in this cause on the Thirtieth day of July 1930, by Madison B. Brown, Auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 1st day of February 1931, provided a copy of the foregoing petition and of this order be served upon each of the said The Centreville Free Library, Inc., a body corporate, the Children's Home of the Eastern Shore of Maryland, a body corporate, Cora M. Cook, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr., infant, residing in the State of Maryland, and provided further that notice of the object and purpose of the aforesaid petition be given to the said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson, infant, and Leonard Nicholson, infant, non-residents, by publishing the object and substance of the same in some newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 15th day of January 1931, or by serving a copy of the order of publication upon the non-resident defendants personally at least one month prior to the aforesaid 1st day of February 1931, as by law provided.

LEWIN W. WICKES.

Filed Dec. 18th, 1930.

ORDER OF PUBLICATION
Filed Dec. 18th, 1930.

IN THE MATTER OF THE
TRUST ESTATE CREATED
UNDER THE LAST WILL AND
TESTAMENT OF MARTHA J.
GILLESPIE.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY,
NO. 2814 CHY.

The object of the petition filed in this cause by Claude P. Hearn and Richard T. Earle, Trustees, is to procure an order making certain parties defendants in these proceedings and requiring them to show cause why the audit heretofore filed in this cause should not be finally ratified and confirmed.

The petition states that Martha J. Gillespie, late of Queen Anne's County, deceased, on or about the thirteenth day of April, nineteen hundred and twenty five, died seized and possessed of a certain farm of one hundred acres in the Fourth Election District of Queen Anne's County, Maryland; That said deceased left a last will and testament which was duly admitted to probate by the Orphans' Court for Queen Anne's County, Maryland; That under and by virtue of Item 24 of said last will and testament the said farm was devised unto Claude P. Hearn and Richard T. Earle, Trustees, in trust, upon certain uses, and with power of sale for a period of five years from and after the date of the death of the testatrix; That said Trustees, on the nineteenth day of July, nineteen hundred and twenty nine, sold said farm unto B. Scott Stokes of Kent County, Maryland, at and for the sum of eight thousand, five hundred and fifty dollars, (\$8,550.00); That jurisdiction of said Trust was assumed on March fourteenth, nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, and said sale was finally ratified by said Court on the twenty second day of May, nineteen hundred and thirty; That the purchase money was fully paid and the papers referred to the Court Auditor for the purpose of stating an audit distributing said proceeds of sale and the income from said farm; That an audit was stated distributing the proceeds of sale to Richard T. Earle, Junior, Ann Earle, and James T. Earle, 2nd., to the extent of three thousand dollars as a specific legacy under said will (less collateral inheritance tax), share and share alike, and to the Centreville Free Library, Inc., a body corporate of the State of Maryland, to the extent of four thousand, six hundred and twenty two dollars and eight cents, and distributing eight hundred and thirty six dollars and five cents, being the net income or rents from said farm for a period commencing one year after testatrix's death to the day of sale, to the Children's Home of the Eastern Shore of Maryland, a body corporate, after allowance was made in said audit for the payment of costs and expenses incidental to the trust and all collateral inheritance taxes; That said audit was ratified on September twelfth, nineteen hundred and thirty, save and except as to the amounts directed by the audit to be distributed to the Centreville Free Library, Inc., and to the Children's Home of the Eastern Shore of Maryland; That under the sixth condition of Item 24 of the testatrix's last will and testament it is provided that if all the conditions thereinbefore specified were not fulfilled by the Centreville Free Library, Inc., within five years from the

date of the death of the testatrix, the bequest to said Library should become null and void, and in which event said testatrix bequeathed all of said monies in the hands of said trustees under this item to Thomas A. Bordley two-ninths thereof, Ida M. Wootton two-ninths thereof, Cora M. Cook one-eighteenth part thereof; Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer one-ninth part each thereof; Harry Stevens, Jr., one-ninth part thereof; and Martin Nicholson and Leonard Nicholson one-eighteenth part each thereof; That said contingent legatees have not heretofore been made parties to this proceeding, and although the trustees desire to make distribution in accordance with said audit, however, before so doing they desire to have said contingent legatees made parties; That all of the above contingent legatees are adults except Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Harry Stevens, Jr., Martin Nicholson and Leonard Nicholson, who are infants; That said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson and Leonard Nicholson are non-residents of the State of Maryland.

It is thereupon this 6th day of December 1930, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that notice of the object and substance of said petition be given to Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson and Leonard Nicholson, non-residents, by publishing this order in some weekly newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 15th day of January 1931, or by serving same upon them personally before the 1st day of February 1931, and warning them to appear in this Court in person or by solicitor, on or before 1st day of February 1931, to show cause, if any they have, why the audit heretofore filed in this cause on the thirtieth day of July, nineteen hundred and thirty, by Madison B. Brown, Auditor, shall not be finally ratified and confirmed.

LEWIN W. WICKES.

COPY OF PETITION AND ORDER
TO BE SERVED ON HARRY STEVENS JR.

IN THE MATTER OF THE
TRUST ESTATE CREATED
UNDER THE LAST WILL AND
TESTAMENT OF MARTHA J.
GILLESPIE.

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IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
NO. 2814 CHY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Claude P. Hearn and Richard T. Earle, trustees in the matter of the Trust Estate created under the Last Will and Testament of Martha J. Gillespie, late of Queen Anne's County, Maryland, deceased, respectfully represents:

First: That Martha J. Gillespie, late of Queen Anne's County, Maryland, departed this life on or about the 30th. day of April, 1925, seized and possessed of certain real estate consisting of a farm or tract of land situated in Cox's Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, comprising one hundred acres of land, more or less;

Second: That the said Martha J. Gillespie, deceased, left a last will and testament which was duly admitted to probate by the Orphan's Court for Queen Anne's County, and which is recorded in the office of the Register of Wills of said County in Liber W. T. B. #3, folio 191, one of the Will record books for Queen Anne's County, a certified copy of said last will and testament having been heretofore filed in this proceeding.

Third: That under and by virtue of the provisions of Item 24 of the aforesaid last will and testament, the said Martha J. Gillespie did give and devise the aforesaid farm or tract of land unto your Petitioners in trust upon certain uses therein specifically set forth and did give unto your petitioners a power of sale of the aforesaid farm for a period of five years from and after the date of her death to be made either at public or private sale as in their judgment may seem most desirable.

Fourth: That under and by virtue of the aforesaid power of sale, your petitioners did on the day of 19, sell said farm unto B. Scott Stokes, of Kent County, Maryland, at and for the sum of \$8,550.00 in accordance with a written agreement of sale which has been heretofore filed in this proceeding.

Fifth: that on the 14th. day of March, 1930, your petitioners filed in this proceeding their petition praying this Honorable Court to assume jurisdiction of this trust estate to the end that your petitioners might administer this trust under the order of this Honorable Court and that the sale of the aforesaid real estate be ratified by this Honorable Court, and on the 14th. day of March, 1930, this Honorable Court passed an order assuming jurisdiction of this trust estate.

Sixth: That on the 22nd day of May, 1930, it appearing that the proper order nisi had been published, your Honorable Court passed an order finally ratifying the sale of the aforesaid real estate to the said B. Scott Stokes

at and for the price and sum of \$8,550.00 and the said purchaser thereupon paid to your petitioners the full amount of the purchase price.

SEVENTH: That the papers were presented to Madison B. Brown, Esq. Auditor for the Circuit Court for Queen Anne's County, for the purpose of stating an audit distributing the aforesaid trust funds in accordance with the terms and provisions contained in Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased.

EIGHTH: That the Centreville Free Library, Inc., a body corporate duly organized and incorporated under the laws of Maryland, did on May 1st. 1931, file in this cause its petition alleging that said corporation had fulfilled the conditions specified in Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and that it was entitled to receive the legacy so bequeathed to it free and discharged from the trust hereinbefore mentioned, whereupon this Honorable Court on May 16th. 1930, passed an order directing the Court Auditor in stating an audit in this cause of the proceeds of sale of the real estate to distribute to The Centreville Free Library, Inc. the balance of the proceeds of sale that were bequeathed to it by Item 24 of the last will and testament of the said Martha J. Gillespie, deceased.

Ninth: That on the 30th. day of July, 1930, the said Madison B. Brown, Court Auditor, made and stated an audit in this proceeding distributing the moneys arising in this trust estate under Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and after allowing all of the costs and expenses incidental to the said trust and the specific legacy of \$3,000.00 (less collateral inheritance tax) to Richard T. Earle, Jr. Anne Earle and James T. Earle, 2nd. children of Richard T. Earle, in Equal proportions, share and share alike, the said Auditor allowed and distributed to The Centreville Free Library Inc. a body corporate, the sum of \$4622.08, which was the balance of the proceeds derived from the sale of the farm sold in this cause mentioned in Item 24 of said last will and testament, after deducting the collateral inheritance tax due to the State of Maryland, and the auditor further distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, the sum of \$836.05, which was the balance of the net income or rents of said farm for the period commencing one year after the death of testatrix to day of sale after deducting therefrom the collateral inheritance tax due to the state of Maryland.

Tenth: That your Honorable Court on the 12th. day of September, 1930, passed an order finally ratifying and confirming the aforesaid audit, save and except the amount directed by the audit to be distributed to The Centreville Free Library, Inc. a body corporate, to wit: \$4622.08, and the amount distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, to wit: \$836.05.

Eleventh: That under and by virtue of the sixth condition of Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased, it is provided: "And Sixth, that if all the conditions hereinbefore specified are not fulfilled within a period of five years from the date of my death, then this bequest shall become null and void, and in which event I do hereby give, grant, devise and bequeath, al monies, both principal and interest, in the hands of said trustees under this item to my said cousin, Thomas A. Bordley to the extent of a two-ninths part thereof; to my said niece, Ida M. Wooton, to the extent of a two-ninths part thereof; to my said cousin, Cora M. Cook, to the extent of a one-eighteenth part thereof; to my said cousin, Emma D. Price, to the extent of a one-eighteenth part thereof; to the said Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer, sons of my said neice, Lettie Ballack-Schaefer, to the extent of a one-ninth part each thereof; to Harry Stevens, Jr. son of my said niece, C. Viola Stevens, to the extent of a one-ninth part thereof; and to Martin Nicholson, and Leonard Nicholson, sons of my said nephew, M. Windsor Nicholson, to the extent of a one-eighteenth part each thereof; and which said sums in the proportions as above set forth I do hereby authorize, empower and direct the said Trustees to pay immediately at the expiration of five years from the date of my death".

Twelfth: That the aforesaid contingent legatees have not heretofore been made parties to this proceeding, and while your petitioners desire to make distribution in accordance with the aforesaid audit, however, before so doing, they desire to have the aforesaid contingent legatees made parties to this proceeding to show cause, if any they may have, why these trust funds shall not be distributed in accordance with the provisions of said audit.

Thirteenth: That Thomas A. Bordley, who is of full legal age, resides in Boston, Massachusetts; that Ida M. Wooton, who is of full legal age, resides in the City of Wilmington, Delaware; that Cora M. Cook, who is of full legal age, resides in the City of Baltimore, Maryland; That Emma D. Price, who is of full legal age, resides in the City of Wilmington, Delaware; that Louis Glanding Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that C. William Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that Lettie Ballack-Schaefer, who is of full legal age, resides in the City of Baltimore, Maryland; that Harry Stevens, Jr. infant, resides in the City of Baltimore, Maryland; that Martin Nicholson, infant and Leonard Nicholson, infant, both reside in the City of Wilmington, Delaware.

Fourteenth: That the Centreville Free Library, Inc. is a body corporate, duly organized and incorporated under the laws of Maryland, with its principal office at Centreville, Queen Anne's County, Maryland, and that the Children's Home of the Eastern Shore of Maryland is a body corporate duly organized and incorporated under the Laws of Maryland, with its principal office at Easton, Talbot County, Maryland.

TO THE END THEREFORE:--

First: That your petitioners be made parties complainant and that the Centreville Free Library, Inc. a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of the Eastern Shore of Maryland, a body corporate, be made parties defendant in this proceeding.

Second: that the audit heretofore filed in this cause be finally ratified and confirmed unless sufficient cause to the contrary be shown by the defendants.

Third: And for such other and further relief as their case may require.

May it please your Honors to pass an order making the aforesaid Thomas A. Borley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Lettie Ballack-Schaefer, Harry Stevens, Jr. Martin Nicholson and Leonard Nicholson parties defendant to this proceeding; and further requiring said defendants to show cause on or before some certain day to be named therein why the audit heretofore filed in this cause should not be finally ratified and confirmed.

And as in duty bound, etc.,

J. Owen Knotts.
Thos. J. Keating, Jr.
Attorneys for Petitioners.

Filed December 4th. 1930.

Upon the foregoing petition of Claude P. Hearn and Richard T. Earle, it is this 6th. day of December, 1930, by the Circuit Court for Queen Anne's County, in equity, adjudged, decreed and ordered that the said Claude P. Hearn and Richard T. Earle, trustees, be made parties complainant, and that The Centreville Free Library, Inc. a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of The Eastern Shore of Maryland, a body corporate, be made parties defendant to this cause, and it is further ordered that the audit heretofore filed in this cause on the thirtieth day of July, 1930, by Madison B. Brown Auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 1st. day of February, 1931, provided a copy of the foregoing petition and of this order be served upon each of the said The Centreville Free Library Inc. a body corporate, the Children's Home of the Eastern Shore of Maryland, a body corporate, Cora M. Cook, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, residing in the State of Maryland, and provided further that notice of the object and purpose of the aforesaid petition be given to the said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson, infant and Leonard Nicholson, infant, non-residents, by publishing the object and substance of the same in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 15th. day of January 1931, or by serving a copy of the order of publication upon the non-resident defendants personally at least one month prior to the aforesaid 1st day of February, 1931, as by law provided.

Filed Dec. 18th. 1930.

Lewin W. Wickes.

STATE OF MARYLAND.

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the foregoing is truly taken and copied from the original Petition and Order of Court filed in the above entitled proceedings.

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 December, in the year 1930.

Seal's
Place.

B. HACKETT TURNER
Clerk.

And on the back of the foregoing certified copy of Petition and Order was thus endorsed, to wit:-

Served upon Harry Stevens, Junior, infant, by reading same to him in the presence of his mother, Mrs. Viola Stevens, and leaving a copy of same with her, on the 23rd day of December 1930.

(Swoboda)

Filed Dec. 26th. 1930.

Fees \$0.75.

JOSEPH C. DEEGAN
SHERIFF OF BALTIMORE CITY.

COPY OF PETITION AND ORDER TO BE
SERVED ON LOUIS GLANDING-BALLACK SCHAEFER.

Ms 1368

IN THE MATTER OF THE TRUST ESTATE CREATED UNDER THE LAST WILL AND TESTAMENT OF MARTHA J. GILLESPIE.

(
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(
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(
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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, No. 2814 CHY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The petition of Claude P. Hearn and Richard T. Earle, trustees in the matter of the Trust Estate created under the Last Will and Testament of Martha J. Gillespie, late of Queen Anne's County, Maryland, deceased, respectfully represents:

First: That Martha J. Gillespie, late of Queen Anne's County, Maryland, departed this life on or about the 30th. day of April, 1925, seized and possessed of certain real estate consisting of a farm or tract of land situated in Cox's Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, comprising one hundred acres of land, more or less;

Second: That the said Martha J. Gillespie, deceased, left a last will and testament which was duly admitted to probate by the Orphan's Court for Queen Anne's County, and which is recorded in the office of the Register of Wills of said County in Liber W. T. B. #3, folio 191, one of the will record books for Queen Anne's County, a certified copy of said last will and testament having been heretofore filed in this proceeding.

Third: That under and by virtue of the provisions of Item 24 of the aforesaid last will and testament, the said Martha J. Gillespie did give and devise the aforesaid farm or tract of land unto your Petitioners in trust upon certain uses therein specifically set forth and did given unto your petitioners a power of sale of the aforesaid farm for a period of five years from and after the date of her death to be made either at public or private sale as in their judgment may seem most desirable.

Fourth: That under and by virtue of the aforesaid power of sale, your petitioners did on the day of 19, sell said farm unto B. Scott Stokes, of Kent County, Maryland, at and for the sum of \$8,550.00 in accordance with a written agreement of sale which has been heretofore filed in this proceeding.

Fifth: That on the 14th. day of March, 1930, your petitioners filed in this proceeding their petition praying this Honorable Court to assume jurisdiction of this trust estate to the end that your petitioners might administer this trust under the order of this Honorable Court and that the sale of the aforesaid real estate be ratified by this Honorable Court, and on the 14th. day of March, 1930, this Honorable Court passed an order assuming jurisdiction of this trust estate.

Sixth: That on the 22nd day of May, 1930, it appearing that the proper nisi had been published, your Honorable Court passed an order finally ratifying the sale of the aforesaid real estate to the said B. Scott Stokes at and for the price and sum of \$8,550.00 and the said purchaser thereupon paid to your petitioners the full amount of the purchase price.

SEVENTH: That the papers were presented to Madison B. Brown, Esq. Auditor for the Circuit Court for Queen Anne's County, for the purpose of stating an audit distributing the aforesaid trust funds in accordance with the terms and provisions contained in Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased.

EIGHTH: That the Centreville Free Library, Inc., a body corporate duly organized and incorporated under the laws of Maryland, did on May 1st. 1931, file in this cause its petition alleging that said corporation had fulfilled the conditions specified in Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and that it was entitled to receive the legacy so bequeathed to it free and discharged from the trust hereinbefore mentioned, whereupon this Honorable Court of May 16th. 1930, passed an order directing the Court Auditor in stating an audit in this cause of the proceeds of sale of the real estate to distribute to The Centreville Free Library, Inc. the balance of the proceeds of sale that were bequeathed to it by Item 24 of the last will and testament of the said Martha J. Gillespie, deceased.

NINTH: That on the 30th. day of July, 1930, the said Madison Brown, Court Auditor, made and stated an audit in this proceeding distributing the moneys arising in this trust estate under Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and after allowing all of the costs and expenses incidental to the said trust and the specific legacy of \$3,000.00 (less collateral inheritance tax) to Richard T. Earle, Jr. Anne Earle and James T. Earle, 2nd. children of Richard T. Earle, in equal proportions, share and share alike, the said Auditor allowed and distributed to The Centreville Free Library Inc. a body corporate, the sum of \$4622.08, which was the balance of the proceeds derived from the sale of the farm sold in this cause mentioned in Item 24 of said last will and testament, after deducting the collateral inheritance tax due to the State of Maryland, and the auditor further distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, the sum of \$836.05, which was the balance of the net income or rents of said farm for the period commencing one year after the death of testatrix to day of sale after deducting therefrom the collateral inheritance tax due to the State of Maryland.

TENTH: That your Honorable Court on the 12th. day of September, 1930. passed an order finally ratifying and confirming the aforesaid audit, save and except the amount directed by the audit to be distributed to The Centreville Free

Library, Inc. a body corporate, to wit: \$4622.08, and the amount distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, to wit: \$836.05.

ELEVENTH: That under and by virtue of the sixth condition of Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased, it is provided: "And Sixth, that if all the conditions hereinbefore specified are not fulfilled within a period of five years from the date of my death, then this bequest shall become null and void, and in which event I do hereby give, grant, devise and bequeath, all monies, both principal and interest, in the hands of said trustees under this item to my said cousin, Thomas A. Bordley to the extent of a two-ninths part thereof; to my said niece, Ida M. Wootton, to the extent of a two-ninths part thereof; to my said cousin, Cora M. Cook, to the extent of a one-eighteenth part thereof; to my said cousin, Emma D. Price, to the extent of a one-eighteenth part thereof; to the said Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer, sons of my said niece, Lettie Ballack-Schaefer, to the extent of a one-ninth part each thereof; to Harry Stevens, Jr. son of my said niece, C. Viola Stevens, to the extent of a one-ninth part thereof; and to Martin Nicholson, and Leonard Nicholson, sons of my said Nephew M. Windsor Nicholson, to the extent of a one-eighteenth part each thereof; and which said sums in the proportions as above set forth I do hereby authorize, empower and direct the said Trustees to pay immediately at the expiration of five years from the date of my death."

Twelfth: That the aforesaid contingent legatees have not heretofore been made parties to this proceeding, and while your petitioners desire to make distribution in accordance with the aforesaid audit, however, before so doing, they desire to have the aforesaid contingent legatees made parties to this proceeding to show cause, if any they may have, why these trust funds shall not be distributed in accordance with the provisions of said audit.

Thirteenth: That Thomas A. Bordley, who is of full legal age, resides in Boston, Massachusetts; that Ida M. Wootton, who is of full age, resides in the City of Wilmington, Delaware; that Cora M. Cook, who is of full legal age, resides in the City of Baltimore, Maryland; that Emma D. Price, who is of full legal age, resides in the City of Wilmington, Delaware; that Louis Glanding Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that C. William Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that Lettie Ballack-Schaefer, who is of full legal age, resides in the City of Baltimore, Maryland; that Harry Stevens, Jr. infant, resides in the City of Baltimore, Maryland; that Martin Nicholson, infant and Leonard Nicholson, infant, both reside in the City of Wilmington, Delaware.

Fourteenth: That the Centreville Free Library, Inc. is a body corporate, duly organized and incorporated under the laws of Maryland, with its principal office at Centreville, Queen Anne's County, Maryland, and that the Children's Home of the Eastern Shore of Maryland is a body corporate duly organized and incorporated under the laws of Maryland, with its principal office at Easton, Talbot County, Maryland.

TO THE END THEREFORE:-

First: That your petitioners be made parties complainant and that the Centreville Free Library, Inc. a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of the Eastern Shore of Maryland, a body corporate, be made parties defendant in this proceeding.

Second: that the audit heretofore filed in this cause be finally ratified and confirmed unless sufficient cause to the contrary be shown by the defendants.

Third: And for such other and further relief as their cause may require.

May it please your Honors to pass an order making the aforesaid Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Lettie Ballack-Schaefer, Harry Stevens, Jr. Martin Nicholson and Leonard Nicholson parties defendant to this proceeding; and further requiring said defendants to show cause on or before some certain day to be named therein why the audit heretofore filed in this cause should not be finally ratified and confirmed.

And as in duty bound, etc.,

J. Owen Knotts.
Thos. J. Keating, Jr.
Attorneys for Petitioners.

Filed December 4th. 1930.

Upon the foregoing petition of Claude P. Hearn and Richard T. Earle, it is this 6th. day of December, 1930, by the Circuit Court for Queen Anne's County, in equity, adjudged, decree and ordered that the said Claude P. Hearn and Richard T. Earle, trustees, be made parties complainant, and that The Centreville Free Library, Inc. a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of The Eastern Shore of Maryland, a body corporate, be made parties defendant to this cause, and it is further ordered that the audit heretofore filed in this cause on the thirtieth day of July, 1930, by Madison B. Brown Auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 1st day of February, 1931, provided a copy of the foregoing petition and of this order be served upon each of the said The Centreville Free Library, Inc. a body corporate, the Children's Home of the Eastern Shore of Maryland, a body corporate, Cora M. Cook, Louis Glanding Ballack-Schaefer, infant,

W. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, residing in the State of Maryland, and provided further that notice of the object and purpose of the aforesaid petition be given to the said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson, infant and Leonard Nicholson, infant, non-residents, by publishing the object and substance of the same in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 15th. day of January 1931, or by serving a copy of the order of publication upon the non-resident defendants personally at least one month prior to the aforesaid 1st. day of February, 1931, as by law provided.

Filed Dec. 18th. 1930.

Léwin W. Wickes.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the foregoing is truly taken and copied from the original Petition and Order of Court filed in the above entitled proceedings.

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 December, in the year 1930.

Seal's Place.

B. HACKETT TURNER Clerk.

And on the back of the foregoing certified copy of Petition and Order was thus endorsed, to wit:

Served upon the defendants Louis Glanding Ballack-Schaeffer and C. William Ballack-Schaeffer, infants, by reading same to them in the presence of their mother, Mrs. Lettie Ballack-Scaeffe and copy left with her, on on 23th day of December 1930.

(Friedman)

JOSEPH C. DEEGAN
SHERIFF OF BALTIMORE CITY.

Filed Dec. 26th, 1930.

Fees \$1.50.

COPY TO BE SERVED ON
LETTY BALLACK SHAEFFER

IN THE MATTER OF THE TRUST
ESTATE CREATED UNDER THE LAST
WILL AND TESTAMENT OF MARTHA
J. GILLESPIE.

(IN THE CIRCUIT COURT
) FOR
(QUEEN ANNE'S COUNTY,
) NO. 2814 CHY.
(

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Claude P. Hearn and Richard T. Earle, trustees in the matter of the Trust Estate created under the Last Will and Testament of Martha J. Gillespie, late of Queen Anne's County, Maryland, deceased, respectfully represents,

First: That Martha J. Gillespie, late of Queen Anne's County, Maryland, departed this life on or about the 30th. day of April, 1925, seized and possessed of certain real estate consisting of a farm or tract of land situated in Cox's Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, comprising one hundred acres of land, more or less;

Second: That the said Martha J. Gillespie, deceased, left a last will and testament which was duly admitted to probate by the Orphan's Court for Queen Anne's County, and which is recorded in the office of the Register of Wills of said County in Liber W. T. B. #3, folio 191, one of the Will record books for Queen Anne's County, a certified copy of said last will and testament having been heretofore filed in this proceeding.

Third: That under and by virtue of the provisions of Item 24 of the aforesaid last will and testament, the said Martha J. Gillespie did give and devise the aforesaid farm or tract of land unto your Petitioners in trust upon certain uses therein specifically set forth and did give unto your petitioners a power of sale of the aforesaid farm for a period of five years from and after the date of her death to be made either at public or private sale as in their judgment may seem most desirable.

Fourth: That under and by virtue of the aforesaid power of sale, your petitioners did on the _____ day of _____ 19, sell said farm unto B. Scott

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Stokes, of Kent County, Maryland, at and for the sum of \$8,550.00 in accordance with a written agreement of sale which has been heretofore filed in this proceeding.

Fifth: that on the 14th. day of March, 1930, your petitioners filed in this proceeding their petition praying this Honorable Court to assume jurisdiction of this trust estate to the end that your petitioners might administer this trust, under the order of this Honorable Court and that the sale of the aforesaid real estate be ratified by this Honorable Court, and on the 14th. day of March, 1930, this Honorable Court passed an order assuming jurisdiction of this trust estate.

Sixth: That on the 22nd. day of May. 1930, it appearing that the proper order nisi had been published, your Honorable Court passed an order finally ratifying the sale of the aforesaid real estate to the said B. Scott Stokes at and for the price and sum of \$8,550.00 and the said purchaser thereupon paid to your petitioners the full amount of the purchase price.

SEVENTH: That the papers were presented to Madison B. Brown, Esq. Auditor for the Circuit Court for Queen Anne's County, for the purpose of stating an audit distributing the aforesaid trust funds in accordance with the terms and provisions contained in Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased.

EIGHTH: That the Centreville Free Library, Inc., a body corporate duly organized and incorporated under the laws of Maryland, did on May 1st. 1931, file in this cause its petition alleging that said corporation had fulfilled the conditions specified in Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and that it was entitled to receive the legacy so bequeathed to it free and discharged from the trust hereinbefore mentioned, whereupon this Honorable Court on May 16th. 1930, passed an order directing the Court Auditor in stating an audit in this cause of the proceeds of sale of the real estate to distribute to The Centreville Free Library, Inc. the balance of the proceeds of sale that were bequeathed to it by Item 24 of the last will and testament of the said Martha J. Gillespie, deceased.

Ninth: That on the 30th. day of July, 1930, the said Madison B. Brown, Court Auditor, made and stated an audit in this proceeding distributing the moneys arising in this trust estate under Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and after allowing all of the costs and expenses incidental to the said trust and the specific legacy of \$3,000.00 (less collateral inheritance tax) to Richard T. Earle, Jr. Anne Earle and James T. Earle, 2nd. children of Richard T. Earle, in equal proportions, share and share alike, the said Auditor allowed and distributed to The Centreville Free Library Inc. a body corporate, the sum of \$4622.08, which was the balance of the proceeds derived from the sale of the farm sold in this cause mentioned in Item 24 of said last will and testament, after deducting the collateral inheritance tax due to the State of Maryland, and the auditor further distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, the sum of \$836.05, which was the balance of the net income or rents of said farm for the period commencing one year after the death of testatrix to day of sale after deducting therefrom the collateral inheritance tax due to the State of Maryland.

Tenth: That your Honorable Court on the 12th. day of September, 1930, passed an order finally ratifying and confirming the aforesaid audit, save and except the amount directed by the audit to be distributed to The Centreville Free Library, Inc. a body corporate, to wit: \$4622.08, and the amount distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, to wit: \$836.05.

Eleventh: That under and by virtue of the sixth condition of Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased, it is provided: "And Sixth, that if all the condition hereinbefore specified are not fulfilled within a period of five years from the date of my death, then this bequest shall become null and void, and in which event I do hereby give, grant, devise and bequeath, all monies, both principal and interest, in the hands of said trustees under this item to my said cousin, Thomas A. Bordley to the extent of a two-ninths part thereof; to my said niece, Ida M. Wooton, to the extent of a two-ninths part thereof; to my said cousin, Cora M. Cook, to the extent of a one-eighteenth part thereof; to my said cousin, Emma D. Price, to the extent of a one-eighteenth part thereof; to the said Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer, sons of my said neice, Lettie Ballack-Schaefer, to the extent of a one-ninth part each thereof; to Harry Stevens, Jr. son of my said niece, C. Viola Stevens, to the extent of a one-ninth part thereof; and to Martin Nicholson, and Leonard Nicholson, sons of my said nephew, M. Windsor Nicholson, to the extent of a one-eighteenth part each thereof; and which said sums in the proportions as above set forth I do hereby authorize, empower and direct the said Trustees to pay immediately at the expiration of five years from the date of my death."

Twelfth: That the aforesaid contingent legatees have not heretofore been made parties to this proceeding, and while your petitioners desire to make distribution in accordance with the aforesaid audit, however, before so doing, they desire to have the aforesaid contingent legatees made parties to this proceeding to show cause, if any they may have, why these trust funds shall not be distributed in accordance with the provisions of said audit.

Thirteenth: That Thomas A. Bordley, who is of full legal age, resides in Boston, Massachusetts; that Ida M. Wooton, who is of full legal age, resides in the City of Wilmington, Delaware; that Cora M. Cook, who is of full legal age, resides in the City of Baltimore, Maryland; That Emma D. Price, who is of full legal

age, resides in the City of Wilmington, Delaware; that Louis Glanding Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that C. William Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that Lettie Ballack-Schaefer, who is of full legal age, resides in the City of Baltimore, Maryland; that Harry Stevens, Jr. infant, resides in the City of Baltimore, Maryland; that Martin Nicholson, infant and Leonard Nicholson, infant, both reside in the City of Wilmington, Delaware.

Fourteenth: That the Centreville Free Library, Inc. is a body corporate, duly organized and incorporated under the laws of Maryland, with its principal office at Centreville, Queen Anne's County, Maryland, and that the Children's Home of the Eastern Shore of Maryland is a body corporate, duly organized and incorporated under the Laws of Maryland, with its principal office at Easton, Talbot County, Maryland.

TO THE END THEREFORE:-

First: That your petitioners be made parties complainant and that the Centreville Free Library, Inc. a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of the Eastern Shore of Maryland, a body corporate, be made parties defendant in this proceeding.

Second: that the audit heretofore filed in this cause be finally ratified and confirmed unless sufficient cause to the contrary be shown by the defendants.

Third: And for such other and further relief as their case may require.

May it please your Honors to pass an order making the aforesaid Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Lettie Ballack-Schaefer, Harry Stevens, Jr. Martin Nicholson and Leonard Nicholson parties defendant to this proceeding; and further requiring said defendants to show cause on or before some certain day to be named therein why the audit heretofore filed in this cause should not be finally ratified and confirmed.

And as in duty bound, etc.

J. Owen Knotts.

Thos. J. Keating, Jr.
Attorneys for Petitioners.

Filed December 4th. 1930.

Upon the foregoing petition of Claude P. Hearn and Richard T. Earle, it is this 6th. day of December, 1930, by the Circuit Court for Queen Anne's County, in equity, adjudged, decreed and ordered that the said Claude P. Hearn and Richard T. Earle, trustees, be made parties complainant, and that The Centreville Free Library, Inc. a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of The Eastern Shore of Maryland, a body corporate, be made parties defendant to this cause, and it is further ordered that the audit heretofore filed in this cause on the thirtieth day of July, 1930, by Madison B. Brown Auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 1st. day of February, 1931, provided a copy of the foregoing petition and of this order be served upon each of the said The Centreville Free Library, Inc. a body corporate, the Children's Home of the Eastern Shore of Maryland, a body corporate, Cora M. Cook, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, residing in the State of Maryland, and provided further that notice of the object and purpose of the aforesaid petition be given to the said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson, infant and Leonard Nicholson, infant, non-residents, by publishing the object and substance of the same in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 15th. day of January 1931, or by serving a copy of the order of publication upon the non-resident defendants personally at least one month prior to the aforesaid 1st. day of February, 1931, as by law provided.

Lewin W. Wickes.

Filed Dec. 18th. 1930.

STATE OF MARYLAND.

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the foregoing is truly taken and copied from the original Petition and Order of Court filed in the above entitled proceedings.

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 December, in the year 1930.

Seal's
Place.

B. HACKETT TURNER
Clerk.

And on the back of the foregoing Petition was thus endorsed, to wit:

Served upon the defendant, Lettie Ballack-Schaeffer, by reading same to her and leaving copy of same with her on 23th day of December 1930.

CONSENT OF T. A. P. BORDLEY
Filed Dec. 27th, 1930.

(Friedman) JOSEPH C. DEEGAN
Filed December 26th, 1930 SHERIFF OF BALTIMORE CITY.
Fees \$0.75

In the Matter of the
Trust Estate Created
Under the Last Will
and Testament of
Martha J. Gillespie.

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

Cause No. 2814.

To the Honorable the Judges of said Court:

I, one of the residuary legatees named in the Will of Martha J. Gillespie, do hereby consent to the ratification of the audit filed in this cause by Madison Brown, Auditor on the thirtieth day of July, in the year nineteen hundred and thirty.

Test:

THOMAS A. P. BORDLEY

ROBERT C. BAUGHMAN

COPY TO BE SERVED
THOS. A. BORDLEY

IN THE MATTER OF THE
TRUST ESTATE CREATED
UNDER THE LAST WILL AND
TESTAMENT OF MARTHA J.
GILLESPIE.

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

No. 2814. CHY.

The object of the petition filed in this cause by Claude P. Hearn and Richard T. Earle, Trustees, is to procure an order making certain parties defendants in these proceedings and requiring them to show cause why the audit heretofore filed in this cause should not be finally ratified and confirmed.

The petition states that Martha J. Gillespie, late of Queen Anne's County, deceased, on or about the thirtieth day of April, nineteen hundred and twenty five, died seized and possessed of a certain farm of one hundred acres in the Fourth Election District of Queen Anne's County, Maryland; That said deceased left a last will and testament which was duly admitted to probate by the Orphans' Court for Queen Anne's County, Maryland; That under and by virtue of Item 24 of said last will and testament the said farm was devised unto Claude P. Hearn and Richard T. Earle, Trustees, in trust, upon certain uses, and with power of sale for a period of five years from and after the date of the death of the testatrix; That said Trustees, on the nineteenth day of July, nineteen hundred and twenty nine, sold said farm unto B. Scott Stokes of Kent County, Maryland, at and for the sum of eight thousand, five hundred and fifty dollars, (\$8,550.00); That jurisdiction of said Trust was assumed on March fourteenth, nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, and said sale was finally ratified by said Court on the twenty second day of May, nineteen hundred and thirty; That the purchase money was fully paid and the papers referred to the Court Auditor for the purpose of stating an audit distributing said proceeds of sale and the income from said farm; That an audit was stated distributing the proceeds of sale to Richard T. Earle, Junior, Ann Earle, and James T. Earle, 2nd., to the extent of three thousand dollars as a specific legacy under said will (less collateral inheritance tax), share and share alike, and to the Centreville Free Library, Inc., a body corporate of the State of Maryland, to the extent of four thousand, six hundred and twenty two dollars and eight cents, and distributing eight hundred and thirty six dollars and five cents, being the net income or rents from said farm for a period commencing one year after testatrix's death to the day of sale, to the Children's Home of the Eastern Shore of Maryland, a body corporate, after allowance was made in said audit for the payment of costs and expenses incidental to the trust and all collateral inheritance taxes; That said audit was ratified on September twelfth, nineteen hundred and thirty, save and except as to the amounts directed by the audit to be distributed to the Centreville Free Library, Inc., and to the Children's Home of the Eastern Shore of Maryland; That under the sixth condition of Item 24 of the testatrix's last will and testament it is provided that if all the conditions thereinbefore specified were not fulfilled by the Centreville Free Library, Inc., within five years from the date of the death of the testatrix, the bequest to said Library should become null and void, and in which event said testatrix bequeathed all of said monies in the hands of said trustees under this item to Thomas A. Bordley two-ninths thereof, Ida M. Wootton two-ninths thereof, Cora M. Cooke one-eighteenth part thereof; Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer one-ninth part each thereof; Harry Stevens, Jr., one-ninth part thereof; and Martin Nicholson and Leonard Nicholson one-eighteenth part each thereof; That said contingent legatees have not heretofore been made parties to this proceeding, and although the trustees desire to make distribution in accordance with said audit, however, before so doing they desire to have said contingent legatees made parties; That all of the above contingent legatees are adults except Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Harry Stevens, Jr., Martin Nicholson and Leonard Nicholson, who are infants; That said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson and Leonard Nicholson are non-residents of the State of Maryland,

It is thereupon this 6th day of December 1930, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that notice of the object and substance of said petition be given to Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin

Nicholson and Leonard Nicholson, non-residents, by publishing this order in some weekly newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 15th day of January 1931, or by serving same upon them personally before the 1st day of February 1931, and warning them to appear in this Court in person or by solicitor, on or before 1st day of February 1931, to show cause, if any they have, why the audit heretofore filed in this cause on the thirtieth day of July, nineteen hundred and thirty, by Madison B. Brown, Auditor, shall not be finally ratified and confirmed.

LEWIN W. WICKES.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from the original Petition and Order of Court filed in the above entitled proceedings.

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 December, in the year 1930.

Seal's Place.

B. HACKETT TURNER
Clerk.

COPY TO BE SERVED ON
CENTREVILLE FREE LIBRARY INC.

IN THE MATTER OF THE TRUST
ESTATE CREATED UNDER THE
LAST WILL AND TESTAMENT OF
MARTHA J. GILLESPIE

)
(
)
(
)

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
No. 2814 CHY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The petition of Claude P. Hearn and Richard T. Earle, trustees in the matter of the Trust Estate created under the Last Will and Testament of Martha J. Gillespie, late of Queen Anne's County, Maryland, deceased, respectfully represents:

First: That Martha J. Gillespie, late of Queen Anne's County, Maryland, departed this life on or about the 30th. day of April, 1925, seized and possessed of certain real estate consisting of a farm or tract of land situated in Cox's Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, comprising one hundred acres of land, more or less;

Second: That the said Martha J. Gillespie, deceased, left a last will and testament which was duly admitted to probate by the Orphan's Court for Queen Anne's County, and which is recorded in the office of the Register of Wills of said County in Liber W. T. B. #3, folio 191, one of the will record books for Queen Anne's County, a certified copy of said last will and testament having been heretofore filed in this proceeding.

Third: That under and by virtue of the provisions of Item 24 of the aforesaid last will and testament, the said Martha J. Gillespie did give and devise the aforesaid farm or tract of land unto your Petitioners in trust upon certain uses therein specifically set forth and did give unto your petitioners a power of sale of the aforesaid farm for a period of five years from and after the date of her death to be made either at public or private sale as in their judgment may seem most desirable.

Fourth: That under and by virtue of the aforesaid power of sale, your petitioners did on the day of 19, sell said farm unto B. Scott Stokes, of Kent County, Maryland, at and for the sum of \$8,550.00 in accordance with a written agreement of sale which has been heretofore filed in this proceeding.

Fifth: That on the 14th. day of March, 1930, your petitioners filed in this proceeding their petition praying this Honorable Court to assume jurisdiction of this trust estate to the end that your petitioners might administer this trust under the order of this Honorable Court and that the sale of the aforesaid real estate be ratified by this Honorable Court, and on the 14th. day of March, 1930, this Honorable Court passed an order assuming jurisdiction of this trust estate.

Sixth: That on the 22nd. day of May, 1930, it appearing that the proper order nisi had been published, your Honorable Court passed an order finally ratifying the sale of the aforesaid real estate to the said B. Scott Stokes at and for the price and sum of \$8,550.00 and the said purchaser thereupon paid to your petitioners the full amount of the purchase price.

SEVENTH: That the papers were presented to Madison B. Brown, Esq. Auditor for the Circuit Court for Queen Anne's County, for the purpose of stating an audit distributing the aforesaid trust funds in accordance with the terms and provisions

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contained in Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased.

EIGHTH: That the Centreville Free Library, Inc., a body corporate duly organized and incorporated under the laws of Maryland, did on May 1st, 1931, file in this cause its petition alleging that said corporation had fulfilled the conditions specified in Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and that it was entitled to receive the legacy so bequeathed to it free and discharged from the trust hereinbefore mentioned, whereupon this Honorable Court of May 16th, 1930, passed an order directing the Court Auditor in stating an audit in this cause of the proceeds of sale of the real estate to distribute to The Centreville Free Library, Inc. the balance of the proceeds of sale that were bequeathed to it by Item 24 of the last will and testament of the said Martha J. Gillespie, deceased.

NINTH: That on the 30th. day of July, 1930, the said Madison Brown, Court Auditor, made and stated an audit in this proceeding distributing the moneys arising in this trust estate under Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and after allowing all of the costs and expenses incidental to the said trust and the specific legacy of \$3,000.00 (less collateral inheritance tax) to Richard T. Earle, Jr. Anne Earle and James T. Earle, 2nd. children of Richard T. Earle, in equal proportions, share and share alike, the said Auditor allowed and distributed to The Centreville Free Library Inc. a body corporate, the sum of \$4622.08, which was the balance of the proceeds derived from the sale of the farm sold in this cause mentioned in Item 24 of said last will and testament, after deducting the collateral inheritance tax due to the State of Maryland, and the Auditor further distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, the sum of \$836.05, which was the balance of the net income or rents of said farm for the period commencing one year after the death of testatrix to day of sale after deducting therefrom the collateral inheritance tax due to the State of Maryland.

TENTH: That your Honorable Court on the 12th. day of September, 1930, passed an order finally ratifying and confirming the aforesaid audit, save and except the amount directed by the audit to be distributed to The Centreville Free Library, Inc. a body corporate, to wit: \$4622.08, and the amount distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, to wit: \$836.05.

ELEVENTH: That under and by virtue of the sixth condition of Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased, it is provided: "And Sixth, that if all the conditions hereinbefore specified are not fulfilled within a period of five year from the date of my death, then this bequest shall become null and void, and in which event I do hereby give, grant, devise and bequeath, all monies, both principal and interest, in the hands of said trustees under this item to my said cousin, Thomas A. Bordley to the extent of a two-ninths part thereof; to my said niece, Ida M. Wooton, to the extent of a two-ninths part thereof; to my said cousin, Cora M. Cook, to the extent of a one-eighteenth part thereof; to my said cousin, Emma D. Price, to the extent of a one-eighteenth part thereof; to the said Louis Glanding Ballack-Schaefer, sons of my said niece, Lettie Ballack-Schaefer, to the extent of one-ninth part each thereof; to Harry Stevens, Jr. son of my said niece, C. Viola Stevens, to the extent of a one-ninth part thereof; and to Martin Nicholson, and Leonard Nicholson, sons of my said Nephew, W. Windsor Nicholson, to the extent of a one-eighteenth part each thereof; and which said sums in the proportions as above set forth I do hereby authorize, empower and direct the said Trustees to pay immediately at the expiration of five years from the date of my death".

Twelfth: That the aforesaid contingent legatees have not heretofore been made parties to this proceeding, and while your petitioners desire to make distribution in accordance with the aforesaid audit, however, before so doing, they desire to have the aforesaid contingent legatees made parties to this proceeding to show cause, if any they may have, why these trust funds shall not be distributed in accordance with the provisions of said audit.

Thirteenth: That Thomas A. Bordley, who is of full legal age, resides in Boston, Massachusetts; that Ida M. Wooton, who is of full age, resides in the City of Wilmington, Delaware; that Cora M. Cook, who is of full legal age, resides in the City of Baltimore, Maryland; that Emma D. Price, who is of full legal age, resides in the City of Wilmington, Delaware; that Louis Glanding Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that C. William Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that Lettie Ballack-Schaefer, who is of full legal age, resides in the City of Baltimore, Maryland; that Harry Stevens, Jr. infant, resides in the City of Baltimore, Maryland; that Martin Nicholson, infant and Leonard Nicholson, infant, both reside in the City of Wilmington, Delaware.

Fourteenth: That the Centreville Free Library, Inc. is a body corporate, duly organized and incorporated under the laws of Maryland, with its principal office at Centreville, Queen Anne's County, Maryland, and that the Children's Home of the Eastern Shore of Maryland is a body corporate duly organized and incorporated under the laws of Maryland, with its principal office at Easton, Talbot County, Maryland.

TO THE END THEREFORE:-

First: That your petitioners be made parties complainant and that the Centreville Free Library, Inc. a body corporate, Thomas A. Bordley, Ida M. Wooton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of the Eastern Shore of Maryland, a body corporate, be made parties defendant in this proceeding.

Second: that the audit heretofore filed in this cause be finally ratified and confirmed, unless sufficient cause to the contrary be shown by the defendants.

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Third: And for such other and further relief as their cause may require.

May it please your Honors to pass an order making the aforesaid Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Lettie Ballack-Schaefer, Harry Stevens, Jr. Martin Nicholson and Leonard Nicholson parties defendant to this proceeding; and further requiring said defendants to show cause on or before some certain day to be named therein why the audit heretofore filed in this cause should not be finally ratified and confirmed.

And as in duty bound, etc.,

J. Owen Knotts.

Filed December 4th. 1930.

Thos. J. Keating, Jr.
Attorneys for Petitioners.

Upon the foregoing petition of Claude P. Hearn and Richard T. Earle, it is this 6th. day of December, 1930, by the Circuit Court for Queen Anne's County, in Equity, adjudged, decreed and ordered that the said Claude P. Hearn and Richard T. Earle, trustees, be made parties complainant, and that The Centreville Free Library, Inc. a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack Schaefer, Harry Stevens, Jr. infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Childrens Home of The Eastern Shore of Maryland, a body corporate, be made parties defendant to this cause, and it is further ordered that the audit heretofore filed in this cause on the thirtieth day of July, 1930, by Madison B. Brown Auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 1st day of February, 1931, provided a copy of the foregoing petititon and of this order be served upon each of the said The Centreville Free Library, Inc. a body corporate, the Children's Home of the Eastern Shore of Maryland, a body corporate, Cora M. Cook, Louis Glanding Ballack-Schaefer, infant, W. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, residing in the State of Maryland, and provided further that notice of the object and purpose of the aforesaid petition be given to the said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson, infant and Leonard Nicholson, infant, non-residents, by publishing the object and substance of the same in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 15th. day of January, 1931, or by serving a copy of the order of publication upon the non-resident defendants personally at least one month prior to the aforesaid 1st. day of February, 1931, as by law provided.

Lewin W. Wickes.

Filed Dec. 18th. 1930.

And on the back of the foregoing petition was thus endorsed, to wit:

Served upon the Centreville Free Library, Incorporated, a body corporate, by reading same to T. Rigby Valliant its President and copy left with him, on 30th day of December, 1930.

J. ELMER ANTHONY
SHERIFF OF QUEEN ANNE'S COUNTY.

Filed December 30th, 1930.

Copy to be served on Cora M. Cook

IN THE MATTER OF THE TRUST
ESTATE CREATED UNDER THE
LAST WILL AND TESTAMENT OF
MARTHA J. GILLESPIE

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IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY.
IN EQUITY.
No. 2814 GHY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Claude P. Hearn and Richard T. Earle, trustees in the matter of the Trust Estate Created under the Last Will and Testament of Martha J. Gillespie, late of Queen Anne's County, Maryland, deceased, respectfully represents:

First: That Martha J. Gillespie, late of Queen Anne's County, Maryland, departed this life on or about the 30th day of April 1925, seized and possessed of certain real estate consisting of a farm or tract of land situated in Cox's Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, comprising one hundred acres of land, more or less.

Second: That the said Martha J. Gillespie, deceased, left a last Will and Testament which was duly admitted to probate by the Orphans' Court for Queen Anne's County, and which is recorded in the Office of the Register of Wills of said County

in Liber W. T. B. #3 folio 191, one of the Will record books for Queen Anne's County, a certified copy of said last will and testament having been heretofore filed in this proceeding.

THIRD: That under and by virtue of the provisions of Item 24 of the aforesaid last will and testament, the said Martha J. Gillespie did give and devise the aforesaid farm or tract of land unto your petitioners in trust upon certain uses therein specifically set forth and did give unto your petitioners a power of sale of the aforesaid farm for a period of five years from and after the date of her death to be made either at public or private sale as in their judgment may seem most desirable.

Fourth: That under and by virtue of the aforesaid power of sale, your petitioners did on the day of 19 , sell said farm unto B. Scott Stokes of Kent County, Maryland, at and for the sum of \$8,550.00, in accordance with a written agreement of sale which has been heretofore filed in this proceeding.

FIFTH: That on the 14th. day of March, 1930, your petitioners filed in this proceeding their petition praying this Honorable Court to assume jurisdiction of this trust estate to the end that your petitioners might administer this trust under the order of this Honorable Court and that the sale of the aforesaid real estate be ratified by this Honorable Court, and on the 14th. day of March, 1930, this Honorable Court passed an order assuming jurisdiction of this trust estate.

SIXTH: That on the 22nd day of May, 1930, it appearing that the proper order nisi had been published, your Honorable Court passed an order finally ratifying the sale of the aforesaid real estate to the said B. Scott Stokes at and for the price and sum of \$8,550.00, and the said purchaser thereupon paid to your petitioners the full amount of the purchase price.

SEVENTH: That the papers were presented to Madison B. Brown, Esq., Auditor for the Circuit Court for Queen Anne's County, for the purpose of stating an audit distributing the aforesaid trust funds in accordance with the terms and provisions contained in Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased.

EIGHTH: That The Centreville Free Library, Inc., a body corporate duly organized and incorporated under the laws of Maryland, did on May 1st., 1930, file in this cause its petition alleging that said Corporation had fulfilled the conditions specified in Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and that it was entitled to receive the legacy so bequeathed to it free and discharged from the trust hereinbefore mentioned, and whereupon this Honorable Court on May 16th., 1930, passed an order directing the Court Auditor in stating an audit in this cause of the proceeds of sale of the real estate to distribute to The Centreville Free Library, Inc., the balance of the proceeds of sale that were bequeathed to it by Item 24 of the last will and testament of the said Martha J. Gillespie, deceased.

Ninth: That on the 30th. day of July, 1930, the said Madison B. Brown, Court Auditor, made and stated an audit in this proceeding distributing the moneys arising in this trust estate under Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and after allowing all of the costs and expenses incidental to the said trust and the specific legacy of \$3,000.00 (less collateral inheritance tax) to Richard T. Earle, Jr., Anne Earle and James T. Earle, 2nd., children of Richard T. Earle, in equal proportions, share and share alike, the said Auditor allowed and distributed to The Centreville Free Library, Inc., a body corporate, the sum of \$4622.08, which was the balance of the proceeds derived from the sale of the farm sold in this cause mentioned in Item 24 of said last will and Testament, after deducting the collateral inheritance tax due to the State of Maryland; and the auditor further distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, the sum of \$836.05, which was the balance of the net income or rents of said farm for the period commencing one year after the death of testatrix to day of sale after deducting therefrom the collateral inheritance tax due to the State of Maryland.

Tenth: That your Honorable Court on the 12th day of September, 1930, passed an order finally ratifying and confirming the aforesaid audit, save and except the amount directed by the audit to be distributed to The Centreville Free Library, Inc. a body corporate, to wit: \$4522.08, and the amount distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, to wit: \$836.05.

ELEVENTH: That under and by virtue of the sixth condition of Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased, it is provided: "And Sixth, that if all the conditions hereinbefore specified are not fulfilled within a period of five years from the date of my death, then this bequest shall become null and void, and in which event I do hereby give, grant, devise and bequeath, all monies, both principal and interest, in the hands of said trustees under this item to my said cousin, Thomas A. Bordley to the extent of a two-ninths part thereof; to my said niece, Ida M. Wootton, to the extent of a two-ninths part thereof; to my said cousin, Cora M. Cook, to the extent of a one-eighteenth part thereof; to my said cousin, Emma D. Price, to the extent of a one-eighteenth part thereof; to the said Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer, sons of my said niece, Lettie Ballack-Schaefer, to the extent of a one-ninth part each thereof; to Harry Stevens, Jr., son of my said niece, C. Viola Stevens, to the extent of a one-ninth part thereof; and to Martin Nicholson, and Leonard Nicholson, sons of my said nephew, M. Windsor Nicholson, to the extent of a one-eighteenth part each thereof; and which said

sums in the proportions as above set forth I do hereby authorize, empower and direct the said Trustees to pay immediately at the expiration of five years from the date of my death".

Twelfth: That the aforesaid contingent legatees have not heretofore been made parties to this proceeding, and while your petitioners desire to make distribution in accordance with the aforesaid audit, however, before so doing, they desire to have the aforesaid contingent legatees made parties to this proceeding to show cause, if any they may have, why these trust funds shall not be distributed in accordance with the provisions of said audit.

Thirteenth: That Thomas A. Bordley, who is of full legal age, resides in Boston, Massachusetts; that Ida M. Wootton, who is of full legal age, resides in the City of Wilmington, Delaware; that Cora M. Cook, who is of full legal age, resides in the City of Baltimore, Maryland; that Emma D. Price, who is of full legal age, resides in the City of Wilmington, Delaware; that Louis Glanding Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; That C. William Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that Lettie Ballack-Schaefer, who is of full legal age, resides in the City of Baltimore, Maryland; that Harry Stevens, Jr., infant, resides in the City of Baltimore, Maryland; that Martin Nicholson, infant, and Leonard Nicholson, infant, both reside in the City of Wilmington, Delaware.

Fourteenth: That the Centreville Free Library, Inc., is a body corporate, duly organized and incorporated under the Laws of Maryland, with its principal office at Centreville, Queen Anne's County, Maryland, and that the Children's Home of the Eastern Shore of Maryland is a body corporate duly organized and incorporated under the Laws of Maryland, with its principal office at Easton, Talbot County, Maryland.

TO THE END, THEREFORE:

First: That your petitioners be made parties complainant and that The Centreville Free Library, Inc., a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr., infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of The Eastern Shore of Maryland, a body corporate, be made parties defendant in this proceeding.

Second: That the audit heretofore filed in this cause be finally ratified and confirmed unless sufficient cause to the contrary be shown by the defendants.

Third: And for such other and further relief as their case may require.

May it please your Honors to pass an order making the aforesaid Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Lettie Ballack-Schaefer, Harry Stevens, Jr., Martin Nicholson and Leonard Nicholson parties defendant to this proceeding; and further requiring said defendants to show cause on or before some certain day to be named therein why the audit heretofore filed in this cause should not be finally ratified and confirmed.

And as in duty bound, etc.

J. Owen Knotts

Filed December 4th, 1930.

Thos. J. Keating, Jr.

ATTORNEYS FOR PETITIONERS.

Upon the foregoing petition of Claude P. Hearn and Richard T. Earle, it is this 6th day of December, 1930, by the Circuit Court for Queen Anne's County, in equity, adjudged, decreed and ordered that the said Clude P. Hearn and Richard T. Earle, Trustees, be made parties complainant, and that The Centreville Free Library, Inc., a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr., infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of The Eastern Shore of Maryland, a body corporate, be made parties defendant to this cause, and it is further ordered that the audit heretofore filed in this cause on the Thirtieth day of July 1930, by Madison B. Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of February 1931, provided a copy of the foregoing petition and of this order be served upon each of the said The Centreville Free Library, Inc., a body corporate, the Children's Home of the Eastern Shore of Maryland, a body corporate, Cora M. Cook, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr., infant, residing in the State of Maryland, and provided further that notice of the object and purpose of the aforesaid petition be given to the said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson, infant, and Leonard Nicholson, infant, non-residents, by publishing the object and substance of the same in some newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 15th day of January 1931, or by serving a copy of the order of publication upon the non-resident defendants personally at least one month prior to the aforesaid 1st day of February 1931, as by law provided.

Filed Dec. 18th, 1930.

Lewin W. Wickes

And on the back of the foregoing Petition was thus endorsed, to wit:

Served upon Cora M. Cook by reading the same to her and copy left with her on the 27th day of December 1930 in the presence of Harry J. Graham.

Fees \$0.75.
Filed December 30th, 1930.

JOSEPH C. DUGAN
SHERIFF OF BALTIMORE CITY.

COPY TO BE SERVED ON THE
CHILDREN'S HOME OF THE
EASTERN SHORE OF MD.

IN THE MATTER OF THE TRUST
ESTATE CREATED UNDER THE
LAST WILL AND TESTAMENT OF
MARTHA J. GILLESPIE

(IN THE CIRCUIT COURT
) FOR
(QUEEN ANNE'S COUNTY,
) IN EQUITY.
(
)
) No. 2814 Chy.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Claude P. Hearn and Richard T. Earle, trustees in the matter of the trust estate created under the Last Will and Testament of Martha J. Gillespie, late of Queen Anne's County, Maryland, deceased, respectfully represents:-

First: That Martha J. Gillespie, late of Queen Anne's County, Maryland, departed this life on or about the 30th. day of April, 1925, seized and possessed of certain real estate consisting of a farm or tract of land situate in Cox's Neck on Kent Island, in the Fourth Election district of Queen Anne's County, Maryland, comprising one hundred acres of land, more or less;

Second: That the said Martha J. Gillespie, deceased, left a last will and testament which was duly admitted to probate by the Orphan's Court for Queen Anne's County, and which is recorded in the office of the Register of Wills of said County in Liber W. T. B. #3, folio 191, one of the will record books for Queen Anne's County, a certified copy of said last will and testament having been heretofore filed in this proceeding.

Third: That under and by virtue of the provisions of Item 24 of the aforesaid last will and testament, the said Martha J. Gillespie did give and devise the aforesaid farm or tract of land unto your Petitioners in trust upon certain uses therein specifically set forth and did give unto your petitioners a power of sale of the aforesaid farm for a period of five years from and after the date of her death to be made either at public or private sale as in their judgment may seem most desirable.

Fourth: That under and by virtue of the aforesaid power of sale, your petitioners did on the _____ day of _____ 19____ sell said farm unto B. Scott Stokes, of Kent County, Maryland, at and for the sum of \$8,550.00 in accordance with a written agreement of sale which has been heretofore filed in this proceeding.

Fifth: That on the 15th. day of March, 1930, your petitioners filed in this proceeding their petition praying this Honorable Court to assume jurisdiction of this trust estate to the end that your petitioners might administer this trust under the order of this Honorable Court and that the sale of the aforesaid real estate be ratified by this Honorable Court, and on the 14th. day of March, 1930, this Honorable Court passed an order assuming jurisdiction of this trust estate.

Sixth: That on the 22nd. day of May, 1930, it appearing that the proper order nisi had been published, your Honorable Court passed an order finally ratifying the sale of the aforesaid real estate to the said B. Scott Stokes at and for the price and sum of \$8,550.00 and the said purchaser thereupon paid to your petitioners the full amount of the purchase price.

Seventh: That the papers were presented to Madison B. Brown, Esq. Auditor for the Circuit Court for Queen Anne's County, for the purpose of stating an audit distributing the aforesaid trust funds in accordance with the terms and provisions contained in Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased.

Eighth: That the Centreville Free Library, Inc. a body corporate duly organized and incorporated under the laws of Maryland, did on May 1st. 1931, file in this cause its petition, alleging that said corporation had fulfilled the conditions specified in Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and that it was entitled to receive the legacy so bequeathed to it free and discharged from the trust hereinbefore mentioned, whereupon this Honorable Court on May 16th. 1930, passed an order directing the Court Auditor in stating an audit in this cause of the proceeds of sale of the real estate to distribute to The Centreville Free Library, Inc. the balance of the proceeds of sale that were bequeathed to it by Item 24 of the last will and testament of the said Martha J. Gillespie, deceased.

Ninth: That on the 30th. day of July, 1930, that said Madison B. Brown, Court Auditor, made and stated an audit in this proceeding distributing the moneys arising in this trust estate under Item 24 of the last will and testament of the said Martha J. Gillespie, deceased, and after allowing all of the costs and ex-

penses incidental to the said trust and the specific legacy of \$3,000.00) (less collateral inheritance tax) to Richard T. Earle, Jr. Anne Earle and James T. Earle 2nd. children of Richard T. Earle, in Equal proportions, share and share alike, the said Auditor allowed and distributed to The Centreville Free Library Inc. a body corporate, the sum of \$4622.08, which was the balance of the proceeds derived from the sale of the farm sold in this cause mentioned in Item 24 of said last will and testament, after deducting the collateral inheritance tax due to the State of Maryland, and the auditor further distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, the sum of \$836.05 which was the balance of the net income or rents of said farm for the period commencing one year after the death of testatrix to day of sale after deducting therefrom the collateral inheritance tax due to the State of Maryland.

Tenth:- That your Honorable Court on the 12th. day of September, 1930, passed an order finally ratifying and confirming the aforesaid audit, save and except the amount directed by the audit to be distributed to The Centreville Free Library, Inc. a body corporate, to wit: \$4622.08 and the amount distributed to the Children's Home of the Eastern Shore of Maryland, a body corporate, to wit: \$836.05.

Eleventh: That under and by virtue of the sixth condition of Item 24 of the aforesaid last will and testament of Martha J. Gillespie, deceased, it is provided: "And Sixth, that if all the conditions hereinbefore specified are not fulfilled within a period of five years from the date of my death, then this bequest shall become null and void, and in which event I do hereby give, grant, devise and bequeath, all monies, both principal and interest, in the hands of said trustees under this item to my said cousin, Thomas A. Bordley, to the extent of a two-ninths part thereof; to my said niece, Ida M. Wooton, to the extent of a two-ninths part thereof; to my said cousin, Cora M. Cook, to the extent of a one-eighteenth part thereof; to my said cousin, Emma D. Price, to the extent of a one-eighteenth part thereof; to the said Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer, sons of my said neice, Lettie Ballack-Schaefer, to the extent of a one-ninth part each thereof; to Harry Stevens, Jr. son of my said niece, C. Viola Stevens, to the extent of a one-ninth part thereof; and to Martin Nicholson, and Leonard Nicholson, sons of my said nephew, M. Windsor Nicholson, to the extent of a one-eighteenth part each thereof, and which said sums in the proportions as above set forth I do hereby authorize, empower and direct the said Trustees to pay immediately at the expiration of five years from the date of my death."

Twelfth: That the aforesaid contingent legatees have not heretofore been made parties to this proceeding and while your petitioners desire to make distribution in accordance with the aforesaid audit, however, before so doing, they desire to have the aforesaid contingent legatees made parties to this proceeding to show cause, if any they may have, why these trust funds shall not be distributed in accordance with the provisions of said audit.

Thirteenth: That Thomas A. Bordley, who is of full legal age, resides in Boston, Massachusetts; that Ida M. Wooton, who is of full legal age, resides in the City of Wilmington, Delaware; that Cora M. Cook, who is of full legal age, resides in the City of Baltimore, Maryland; that Emma D. Price, who is of full legal age, resides in the City of Wilmington, Delaware; that Louis Glanding Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that C. William Ballack-Schaefer, infant, resides in the City of Baltimore, Maryland; that Lettie Ballack-Schaefer, who is of full legal age, resides in the City of Baltimore, Maryland; that Harry Stevens, Jr. infant, resides in the City of Baltimore, Maryland; that Martin Nicholson, infant and Leonard Nicholson, infant, both reside in the City of Wilmington, Delaware.

Fourteenth: That the Centreville Free Library, inc. is a body corporate, duly organized and incorporated under the laws of Maryland, with its principal office at Centreville, Queen Anne's County, Maryland, and that the Children's Home of the Eastern Shore of Maryland is a body corporate duly organized and incorporated under the Laws of Maryland, with its principal office at Easton, Talbot County, Maryland.

TO THE END THEREFORE:-

First: That your petitioners be made parties complainant and that the Centreville Free Library, Inc. a body corporate, Thomas A. Bordley, Ida M. Wooton, Cora M. Cook Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of the Eastern Shore of Maryland, a body corporate, be made parties defendant in this proceeding.

Second: That the audit heretofore filed in this cause be finally ratified and confirmed unless sufficient cause to the contrary be shown by the defendants.

Third: And for such other and further relief as their case may require.

May it please your Honors to pass an order making the aforesaid Thomas A. Bordley, Ida M. Wooton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Lettie Ballack-Schaefer, Harry Stevens, Jr. Martin Nicholson and Leonard Nicholson parties defendant to this proceedings; and further requiring said defendants to show cause on or before some certain day to be named therein why the audit heretofore filed in this cause should not be finally ratified and confirmed.

And as in duty bound, etc.

J. Owen Knotts.
Thos. J. Keating, Jr.
Attorneys for Petitioners.

Filed December 4th. 1930.

Upon the foregoing Petition of Claude P. Hearn and Richard T. Earle, it is this 6th. day of December, 1930, by the Circuit Court for Queen Anne's County, in equity, adjudged, decreed and ordered that the said Claude P. Hearn and Richard T. Earle, trustees, be made parties complainant, and that The Centreville Free Library, Inc. a body corporate, Thomas A. Bordley, Ida M. Wootton, Cora M. Cook, Emma D. Price, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, Martin Nicholson, infant, Leonard Nicholson, infant, and the Children's Home of the Eastern Shore of Maryland, a body corporate, be made parties defendant to this cause, and it is further ordered that the audit heretofore filed in this cause on the thirtieth day of July, 1930, by Madison B. Brown, Auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 1st. day of February, 1931, provided a copy of the foregoing petition and of this order be served upon each of the said The Centreville Free Library, Inc. a body corporate, the Children's Home of the Eastern Shore of Maryland, a body corporate, Cora M. Cook, Louis Glanding Ballack-Schaefer, infant, C. William Ballack-Schaefer, infant, Lettie Ballack-Schaefer, Harry Stevens, Jr. infant, residing in the State of Maryland, and provided further that notice of the object and purpose of the aforesaid petition be given to the said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson, infant and Leonard Nicholson, infant, non-residents, by publishing the object and substance of the same in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 15th. day of January, 1931, or by serving a copy of the order of publication upon the non-resident defendants personally at least one month prior to the aforesaid 1st. day of February, 1931, as by law provided.

Lewin W. Wickes.

Filed Dec. 18th. 1930.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the foregoing is truly taken and copied from the original Petition and Order of Court filed in the above entitled proceedings.

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 December, in the year 1930.

B. HACKETT TURNER
Clerk.

Seal's
Place.

And on the back of the foregoing petition was thus endorsed, to wit:

Received the 23rd day of Dec. 1930 and forthwith delivered to the Sheriff of Talbott County for service.

Test F. J. FAULKNER
Clerk.

Served upon The Childrens Home of the Eastern Shore of Maryland, a body corporate, by reading same to Miss Josie Davison its Vice President and leaving a copy with her, on the 27 day of Dec. 1930.

Filed Dec. 30th, 1930.

A. R. CARROLL
SHERIFF OF TALBOT COUNTY,

COPY TO BE SERVED ON IDA M. WOOTTON.

IN THE MATTER OF THE TRUST ESTATE
CREATED UNDER THE LAST WILL AND
TESTAMENT OF MARTHA J. GILLESPIE.

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

NO. 2814 CHY.

The object of the petition filed in this cause by Claude P. Hearn and Richard T. Earle, Trustees, is to procure an order making certain parties defendants in these proceedings and requiring them to show cause why the audit heretofore filed in this cause should not be finally ratified and confirmed.

The petition states that Martha J. Gillespie, late of Queen Anne's County, deceased, on or about the thirtieth day of April, nineteen hundred and twenty five, died seized and possessed of a certain farm of one hundred acres in the Fourth Election District of Queen Anne's County, Maryland; That said deceased left a last will and testament which was duly admitted to probate by the Orphans' Court for Queen Anne's County, Maryland; That under and by virtue of Item 24 of said last will and testament the said farm was devised unto Claude P. Hearn and Richard T. Earle,

Trustees, in trust, upon certain uses, and with power of sale for a period of five year from and after the date of the death of the testatrix; That said Trustees, on the nineteenth day of July, nineteen hundred and twenty nine, sold said farm unto B. Scott Stokes of Kent County, Maryland, at and for the sum of eight thousand, five hundred and fifty dollars, (\$8,550.00); That jurisdiction of said Trust was assumed on March fourteenth, nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, and said sale was finally ratified by said Court on the twenty second day of May, nineteen hundred and thirty; That the purchase money was fully paid and the papers referred to the Court Auditor for the purpose of stating an audit distributing said proceeds of sale and the income from said farm; That an audit was stated distributing the proceeds of sale to Richard T. Earle, Junior, Anna Earle, and James T. Earle, 2nd., to the extent of three thousand dollars as a specific legacy under said will (less collateral inheritance tax), share and share alike, and to the Centreville Free Library, Inc., a body corporate of the State of Maryland, to the extent of four thousand, six hundred and twenty two dollars and eight cents, and distributing eight hundred and thirty six dollars and five cents, being the net income or rents from said farm for a period commencing one year after testatrix's death to the day of sale, to the Childrens' Home of the Eastern Shore of Maryland, a body corporate, after allowance was made in said audit for the payment of costs and expenses incidental to the trust and all collateral inheritance taxes; That said audit was ratified on September twelfth, nineteen hundred and thirty, save and except as to the amounts directed by the audit to be distributed to the Centreville Free Library, Inc., and to the Childrens' Home of the Eastern Shore of Maryland; That under the sixth condition of Item 24 of the testatrix's last will and testament it is provided that if all the conditions thereinbefore specified were not fulfilled by the Centreville Free Library, Inc., within five years from the date of the death of the testatrix, the bequest to said Library should become null and void, and in which event said testatrix bequeathed all of said monies in the hands of said trustees under this item to Thomas A. Bordley two-ninths thereof, Ida M. Wootton two-ninths thereof, Cora M. Cook one-eighteenth part thereof; Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer one-ninth part each thereof; Harry Stevens, Jr., one-ninth part thereof; and Martin Nicholson and Leonard Nicholson one-eighteenth part each thereof; That said contingent legatees have not heretofore been made parties to this proceeding, and although the trustees desire to make distribution in accordance with said audit, however, before so doing they desire to have said contingent legatees made parties; that all of the above contingent legatees are adults except Louis Glanding Ballack-Schaefer; C. William Ballack-Schaefer, Harry Stevens, Jr., Martin Nicholson and Leonard Nicholson, who are infants; That said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson and Leonard Nicholson are non-residents of the State of Maryland;

It is thereupon this 6th day of December 1930, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that notice of the object and substance of said petition be given to Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson and Leonard Nicholson, non-residents, by publishing this order in some weekly newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 15th day of January, 1931, or by serving same upon them personally before the 1st day of February 1931, and warning them to appear in this Court in person or by solicitor, on or before 1st day of February 1931, to show cause, if any they have, why the audit heretofore filed in this cause on the thirtieth day of July, nineteen hundred and thirty, by Madison B. Brown, Auditor, shall not be finally ratified and confirmed.

LEWIN W. WICKES

STATE OF MARYLAND;

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from the original Petition and Order of Court filed in the above entitled proceedings.

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 December, in the year 1930.

Seal's
Place.

B. HACKETT TURNER
Clerk.

And on the back of the foregoing order was thus endorsed, to wit:

This is to certify that I have served upon Ida M. Wootton the within order of publication by reading same to her and leaving a copy thereof with her on the twenty-fourth day of December 1930.

PENNELL STEISER
DEPUTY SHERIFF

State of Delaware,
New Castle County, to-wit:

This is to certify that on this thirty-first day of _____ before me, the subscriber, a Notary Public of the State of Delaware, in and for New

Castle County, personally appeared PENNELL STETSER, and did sign the above certificate in my presence and did make oath in due form of law that the matters and things set forth therein are true to the best of his knowledge and belief.

In testimony whereof, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

EMILY M. HARRIGAN
NOTARY PUBLIC.

Filed Jan. 5th, 1930.

Notary
Public
Seal.

COPY TO BE SERVED ON EMMA D. PRICE

IN THE MATTER OF THE
TRUST ESTATE CREATED
UNDER THE LAST WILL AND
TESTAMENT OF MARTHA J.
GILLESPIE.

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IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY,
NO. 2814 CHY.

The object of the petition filed in this cause by Claude P. Hearn and Richard T. Earle, Trustees, is to procure an order making certain parties defendants in these proceedings and requiring them to show cause why the audit heretofore filed in this cause should not be finally ratified and confirmed.

The petition states that Martha J. Gillespie, late of Queen Anne's County, deceased, on or about the thirtieth day of April, nineteen hundred and twenty five, died seized and possessed of a certain farm of one hundred acres in the Fourth Election District of Queen Anne's County, Maryland; That said deceased left a last will and testament which was duly admitted to probate by the Orphans' Court for Queen Anne's County, Maryland; That under and by virtue of Item 24 of said last will and testament the said farm was devised unto Claude P. Hearn and Richard T. Earle, Trustees, in trust, upon certain uses, and with power of sale for a period of five years from and after the date of the death of the testatrix; That said Trustees, on the nineteenth day of July, nineteen hundred and twenty nine, sold said farm unto B. Scott Stokes of Kent County, Maryland, at and for the sum of eight thousand, five hundred and fifty dollars, (\$8,550.00); That jurisdiction of said Trust was assumed on March fourteenth, nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, and said sale was finally ratified by said Court on the twenty second day of May, nineteen hundred and thirty; That the purchase money was fully paid and the papers referred to the Court Auditor for the purpose of stating an audit distributing said proceeds of sale and the income from said farm; That an audit was stated distributing the proceeds of sale to Richard T. Earle, Junior, Ann Earle, and James T. Earle, 2nd., to the extent of three thousand dollars as a specific legacy under said will (less collateral inheritance tax), share and share alike, and to the Centreville Free Library, Inc., a body corporate of the State of Maryland, to the extent of four thousand, six hundred and twenty two dollars and eight cents, and distributing eight hundred and thirty six dollars and five cents, being the net income or rents from said farm for a period commencing one year after testatrix's death to the day of sale, to the Childrens' Home of the Eastern Shore of Maryland, a body corporate, after allowance was made in said audit for the payment of costs and expenses incidental to the trust and all collateral inheritance taxes; That said audit was ratified on September twelfth, nineteen hundred and thirty, save and except as to the amounts directed by the audit to be distributed to the Centreville Free Library, Inc., and to the Childrens' Home of the Eastern Shore of Maryland; That under the sixth condition of Item 24 of the testatrix's last will and testament it is provided that if all the conditions thereinbefore specified were not fulfilled by the Centreville Free Library, Inc., within five years from the date of the death of the testatrix, the bequest to said Library should become null and void, and in which event said testatrix bequeathed all of said monies in the hands of said trustees under this item to Thomas A. Bordley two-ninths thereof, Ida M. Wootton two-ninths thereof, Cora thereof, Cora M. Cooke one-eighteenth part thereof; Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer one-ninth part each thereof; Harry Stevens, Jr., one-ninth part thereof; and Martin Nicholson and Leonard Nicholson one-eighteenth part each thereof; That said contingent legatees have not heretofore been made parties to this proceeding, and although the trustees desire to make distribution in accordance with said audit, however, before so doing they desire to have said contingent legatees made parties; That all of the above contingent legatees are adults except Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Harry Stevens, Jr., Martin Nicholson and Leonard Nicholson, who are infants; That said Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson and Leonard Nicholson are non-residents of the State of Maryland,

It is thereupon this 6th day of December 1930, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that notice of the object and substance of said petition be given to Thomas A. Bordley, Ida M. Wootton, Emma D. Price, Martin Nicholson and Leonard Nicholson, non-residents, by publishing this order in some weekly newspaper printed and published in Queen Anne's County once in each of

four successive weeks before the 15th day of January 1931, or by serving same upon them personally before the 1st day of February 1931, and warning them to appear in this court in person or by solicitor, on or before the 1st day of February 1931, to show cause, if any they have, why the audit heretofore filed in this cause on the thirtieth day of July, nineteen hundred and thirty, by Madison B. Brown, Auditor, shall not be finally ratified and confirmed.

LEWIN W. WICKES

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from the original Petition and Order of Court filed in the above entitled proceedings.

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 December, in the year 1930.

Seal's
Place.

B. HACKETT TURNER
Clerk.

And on the back of the foregoing order of Court was thus endorsed, to wit:

This is to certify that I have served upon Emma D. Price the within order of publication by reading same to her and leaving a copy of same with her on the thirtieth day of December 1930.

PENNELL STETSER
DEPUTY SHERIFF

State of Delaware,
New Castle County, to-wit:

This is to certify that on this thirty-first day of December before the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, personally appeared PENNELL STETSER, and did sign the above certificate in my presence and did make oath in due form of law that the matters and things set forth therein are true to the best of his knowledge and belief.

In testimony whereof, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

EMILY M. HARRIGAN
NOTARY PUBLIC.

Notary
Public
Seal

Filed January 5th, 1931.

COPY TO BE SERVED MORTON
AND LEONARD NICHOLSON

IN THE MATTER OF THE TRUST
ESTATE CREATED UNDER THE LAST
WILL AND TESTAMENT OF MARTHA
J. GILLESPIE.)

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

No. 2814 Chy.

The object of the petition filed in this cause by Claude P. Hearn and Richard T. Earle, Trustees, is to procure an order making certain parties defendants in these proceedings and requiring them to show cause why the audit heretofore filed in this cause should not be finally ratified and confirmed.

The petition states that Martha J. Gillespie, late of Queen Anne's County, deceased, on or about the thirtieth day of April, nineteen hundred and twenty five, died seized and possessed of a certain farm of one hundred acres in the Fourth Election District of Queen Anne's County, Maryland; That said deceased left a last will and testament which was duly admitted to probate by the Orphans' Court for Queen Anne's County, Maryland; That under and by virtue of Item 24 of said last will and testament the said farm was devised unto Claude P. Hearn and Richard T. Earle, Trustees, in trust, upon certain uses, and with power of sale for a period of five years from and after the date of the death of the testatrix; That said Trustees, on the nineteenth day of July, nineteen hundred and twenty nine, sold said farm unto B. Scott Stokes of Kent County, Maryland, at and for the sum of eight thousand, five hundred and fifty dollars, (\$8,550.00); That jurisdiction of said Trust was assumed on March fourteenth, nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in

Equity, and said sale was finally ratified by said Court on the twenty second day of May, nineteen hundred and thirty; That the purchase money was fully paid and the papers referred to the Court Auditor for the purpose of stating an audit distributing said proceeds of sale and the income from said farm; That an audit was stated distributing the proceeds of sale to Richard T. Earle, Junior, Anna Earle, and James T. Earle, 2nd., to the extent of three thousand dollars as a specific legacy under said will (less collateral inheritance tax), share and share alike, and to the Centreville Free Library, Inc., a body corporate of the State of Maryland, to the extent of four thousand, six hundred and twenty two dollars and eight cents, and distributing eight hundred and thirty six dollars and five cents, being the net income or rents from said farm for a period commencing one year after testatrix's death to the day of sale, to the Childrens' Home of the Eastern Shore of Maryland, a body corporate, after allowance was made in said audit for the payment of costs and expenses incidental to the trust and all collateral inheritance taxes; That said audit was ratified on September twelfth, nineteen hundred and thirty, save and except as to the amounts directed by the audit to be distributed to the Centreville Free Library, Inc., and to the Childrens' Home of the Eastern Shore of Maryland; That under the sixth condition of Item 24 of the testatrix's last will and testament it is provided that if all the conditions thereinbefore specified were not fulfilled by the Centreville Free Library, Inc., within five years from the date of the death of the testatrix, the bequest to said Library should become null and void, and in which event said testatrix M. Cook one-eighteenth part thereof; Louis Glanding Ballack-Schaefer and the said C. William Ballack-Schaefer, one-ninth part each thereof; Harry Stevens, Jr., one-ninth part thereof; and Martin Nicholson and Leonard Nicholson one-eighteenth part each thereof; That said contingent legatees have not heretofore been made parties to this proceeding; and although the trustees desire to make distribution in accordance with said audit, however, before so doing they desire to have said contingent legatees made parties; That all of the above contingent legatees are adults except Louis Glanding Ballack-Schaefer, C. William Ballack-Schaefer, Harry Stevens, Jr., Martin Nicholson and Leonard Nicholson, who are infants; That said Thomas A. Bordley, Ida M. Wooton, Emma D. Price, Martin Nicholson and Leonard Nicholson are non-residents of the State of Maryland,

It is thereupon this 6th day of December 1930, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that notice of the object and substance of said petition be given to Thomas A. Bordley, Ida M. Wooton, Emma D. Price, Martin Nicholson and Leonard Nicholson, non-residents, by publishing this order in some weekly newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 15th day of January 1931, or by serving same upon them personally before the 1st day of February 1931, and warning them to appear in this Court in person or by solicitor, on or before 1st day of February 1931, to show cause, if any they have, why the audit heretofore filed in this cause on the thirtieth day of July, nineteen hundred and thirty, by Madison B. Brown, Auditor, shall not be finally ratified and confirmed.

LEWIN W. WICKES.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from the original Petition and Order of Court filed in the above entitled proceedings.

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 December, in the year 1930.

B. HACKETT TURNER

Clerk.

Seal's
Place.

And on the back of the foregoing Order of Court was thus endorsed, to wit:-

This is to certify that I have served upon Martin Nicholson, infant, the within order of publication by reading the same to him in the presence of his step-mother, Grace Nicholson, and leaving a copy of the same with his father, Martin Nicholson, on the twenty-ninth day of December A. D. 1930.

Filed January 5th, 1931.

PENNELL STETSER
Deputy Sheriff.

This is to certify that I have served upon Leonard Nicholson, infant, the within order of publication by reading the same to him in the presence of his grandmother, Anna Slavin, and leaving a copy of the same with his father, Martin Nicholson, on the twenty-fourth day of December A. D. 1930.

PENNELL STETSER
Deputy Sheriff.

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STATE OF DELAWARE)
) ss.
NEW CASTLE COUNTY)

This is to certify that on this thirty-first day of December A. D. 1930, before the subscriber, a Notary Public for the State of Delaware in and for New Castle County, personally appeared Pennell Stetser, and did sign the above certificates in my presene and did make oath in due form of law that the matters and things set forth therein are true to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my notarial seal the day and year herein last above written.

EMILY M. HARRIGAN
NOTARY PUBLIC.

Notary
Public
Seal.

CLERK'S CERTIFICATE.

In the Matter of the Trust Estate created under the last Will and Testament of Martha J. Gillespie, deceased

In the Circuit Court for Queen Anne's County, in Equity.
No. 2814 Chy.

I hereby certify, that no objections to the ratification of the Audit have been filed in the above entitled proceedings, and that all taxed costs, as stated in the Auditor's account filed in this cause on the 30th day of July, 1930, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of public general laws, and that since said audit was filed additional Clerk's costs have accrued and are unpaid in the sum of \$37.25.

In testimony whereof I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County, affixed, this 2nd day of February 1931.

Seal's Place.

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

ORDER OF COURT FINALLY RATIFYING AUDIT
Filed Feb. 4th, 1931.

IN THE MATTER OF THE TRUST
ESTATE CREATED UNDER THE LAST
WILL AND TESTAMENT OF MARTHA
J. GILLESPIE, DECEASED.

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)
)
)
)
)

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

Upon the petition of Claude P. Hearn and Richard T. Earle, Trustees, which was filed in this cause on December 4th., 1930, it is by the Circuit Court for Queen Anne's County, in Equity, this 4th day of February, 1931, ORDERED that the Audit heretofore filed in this cause be, and the same is hereby finally ratified and confirmed as to the amounts directed by said Audit to be distributed to The Centreville Free Library, Inc., and The Childrens' Home of the Eastern Shore of Maryland, no cause to the contrary thereof having been shown, although due notice appears to have been given, as required by the order passed in this cause on December 18th., 1930; and the Trustees are directed to apply the proceeds according to said Audit, save and except the sum of \$62.25 (\$37.25 - Clerk's costs, and \$25.00 - expenses of procuring service on non-resident defendants) which said sum is to be born proportionately by The Centreville Free Library, Inc., and The Childrens' Home of the Eastern Shore of Maryland, and is to be deducted from their respective shares of said proceeds, and is to be paid thereout by the Trustees, with a due proportion of interest as the same has been or may be received.

Filed February 4th, 1931.

LEWIN W. WICKES.

Queen Anne's County, to wit: Be it remembered that on the ninth day of March in the year, nineteen hundred and thirty four, a Fieri Facias was issued out of the Court which is in the words following, to wit:

Fieri Facias

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

To the Sheriff of Queen Anne's County, Greeting;

Whereas, before J. M. Forman, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, on the 27th day of December in the year of our Lord one thousand nine hundred and thirty two, a certain Roland Morris by the judgment of the said Justice recovered a certain Jadie M. Stowman, George W. Stowman and Edward Stowman late of Queen Anne's County, as well the sum of seventy Dollars and - current money, with interest thereon from the 27th day of December one thousand nine hundred and 32, until paid for his damages, which he had sustained and will sustain by reason of the detention of his debt as the sum of one and 25/100 Dollars, for costs and charges of him about his suit in that behalf laid out and expended, whereof the said Jadie M. Stowman, George W. Stowman and Edward Stowman, are convicted as of record is manifest. And whereas, the said Judgment has been duly recorded in the office of the Clerk of the Circuit Court for Queen Anne's County, Maryland, in Liber B. S. No. 1. folio 30 one of the Records of Judgments obtained before a Justice of the Peace for Queen Anne's County.

Therefore You are hereby commanded that of the goods, and chattels, lands and tenements of the said Jadie M. Stowman, George W. Stowman, and Edward Stowman being in your bailiwick you cause to be made and levied the debt, damages, costs, and charges of foresaid, as also the additional charges thereon, and have you those sums of money before the Circuit Court, to be held at Centerville, in and for the County of foresaid, on the first Monday of May next to render unto the said Roland Morris damages, costs and charges of foresaid.

Hereof fail not at your peril, and have you then and there this writ.

Witness the Honorable W. A. Adkins, Chief Judge of the Second Judicial Circuit of Maryland, the 4th Monday of January in the year of our Lord one thousand nine hundred and 34

Issued the ninth day of March A. D., 1934.

B. Haxeth Turner, Clerk of the Circuit Court

for Queen Anne's County.

And afterwards, to wit: on the 19th day of May in the year 1934 the Sheriff of foresaid, came into Court and made return of the said writ of Fieri Facias with a schedule and a report of sale of the property taken under said writ:

endorsed on the aforesaid writ were the following words, to wit:

Levied and property sold and money ready to be paid to the plaintiff.

Date April 21 - 1934

J. Elmer Anthony, Sheriff

Schedule

A Schedule of the goods and chattels, and tenements of Jadie M. Stowman, and George W. Stowman seized, levied upon and taken in execution under and by virtue of a writ of fieri facias out of the Circuit Court for Queen Anne's County, and to me directed at the suit of Roland Morris vs Jadie M. Stowman, George W. Stowman and Edward Stowman I have seized and levied on the following property, to wit:

All that lot or parcel of land, situate, lying and being in Spanish and West, in the Third Election District of Queen Anne's County, State of Maryland, adjoining the lands of William J. Baston and contained within the following metes and bounds, courses and distances: Beginning at a branch in the public road leading from Seth's Mill or Hollingworth's Mill to Holliday's Gate or Madbourne's Gate and running from thence south N 5° East, 23 3/4 perches; thence south 23° West, 32 perches; thence south 6° West, 12 perches; thence North 69° West, 14 perches to the aforesaid branch; and then with the meanderings of the said branch to the place of beginning of foresaid, containing 5 acres and 25 perches of land, more or less; being the same land which was granted and conveyed unto the said Jadie M. Stowman by William T. Hoating, late Treasurer of Queen Anne's County, by deed bearing date the 13th day of May 1927, and recorded in Liber B. S. No. 1 folio 52, etc., a Land record book for Queen Anne's County of foresaid.

March 17th 1934

J. Elmer Anthony, Sheriff

Report of Sale

Roland Morris }
vs }
Jadie M. Stowman }
George W. Stowman }
Edward Stowman }

In the Circuit Court
for
Queen Anne's County

To the Honorable, the Judges of said Court:
The Return of J. Elmer Anthony, Sheriff of Queen Anne's County, State of Maryland

respectfully shows:

That by virtue of a writ of Fieri Facias issued out of the Circuit Court for Queen Anne's County aforesaid, at the suit of Roland Morris vs Jadie M. Stowman, George M. Stowman and Edward Stowman, dated March 4th, 1931, said writ of execution being directed to Helmer Anthony Sheriff of Queen Anne's County in the State of Maryland, and in obedience to the command in said writ contained, the said Helmer Anthony, Sheriff aforesaid, seized, entered upon, levied upon and took possession of all the right, title, interest and estate of the said Jadie M. Stowman and George M. Stowman, her husband, of, in and to the following described real estate:

All that lot or parcel of land situate, lying and being in Spaniards Creek, in the third Section District of Queen Anne's County, State of Maryland, adjoining the lands of William J. Barton and contained within the following metes and bounds, courses and distances:

Beginning at a branch in the public road leading from "Johns Mill or Hollingsworths Mill to Hollings Gate or "Roadbourne" Gate and running from thence south 43° east, 23 3/4 perches; thence south 23° West 32 perches; thence south 6° West, 12 perches; thence north 69° West, 17 perches to the aforesaid branch; and then with the meanderings of the said branch to the place of beginning aforesaid, containing 5 acres and 25 perches of land, more or less; being the same land which was granted and conveyed unto the said Jadie M. Stowman by William S. Keating, late Treasurer of Queen Anne's County, by deed bearing date the 13th day of May, 1927, and recorded in Liber Bk. 5, 16 folio 520, a Land Record Book for Queen Anne's County aforesaid. And having given public notice of the time, place, manner and terms of sale by advertisement inserted in "The Centreville Observer," a newspaper printed and published in Queen Anne's County, Maryland, for more than twenty days previous to the day of sale as provided by the certificate of the printer and a copy of the advertisement attached thereto, and asked to be taken as a part thereof; and by a notice set up, more than twenty days previous to the day of sale, the said Helmer Anthony, as the Sheriff aforesaid, offered all the right, title, interest and estate of the said Jadie M. Stowman and George M. Stowman her husband, of, in, and to said lot or parcel of land at public sale in front of the Court House door in Centreville, Queen Anne's County, Maryland, on Tuesday, April 27th, 1931, at the hour of 2.00 o'clock, P. M., for cash, and then and there sold said lot or parcel of land to William Casper Faulkner and Mary Moore Faulkner, his wife as tenants by the entireties, they being then and there the highest bidders, therefor, at and for the sum of Two Hundred and Twenty Five Dollars (\$225.00); and the said real estate was sold to pay and satisfy the said writ, interest and costs thereon and the judgment on which the same was issued, dated December 27th, 1932, for Seventy Dollars (\$70.00), with interest from date.

The proceeds of the sale of the land sold under this execution were distributed, to wit:

Proceeds of Sale		\$225.00
Less:		
Advertising costs		\$12.00
Auctioneer's costs		5.00
Taxes for the year 1933		3.70
		<u>\$204.30</u>
To: Bal. No. 2, Judicial May 1931:		
Amount of Judgment, December 27 th , 1932	\$70.00	
Interest from December 27 th , 1932, to April 27 th , 1931	5.57	
Amount of Judgment and Interest	\$75.57	
Costs of Judgment:		
Magistrate's costs	\$1.25	
Recording Judgment	.25	
Execution costs	7.40	
Sheriff's costs	2.14	11.04
Balance held subject to order of Court		<u>\$117.69</u>

Helmer Anthony
 Sheriff of Queen Anne's County, Md.)

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

I hereby certify that on this 25th day of April, 1931, 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 Helmer Anthony Sheriff of Queen Anne's County, and made oath in due form of law that the matters and

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and things stated in the foregoing Return of Sale are true and just as therein set forth.

Notary
Public
Race

In Testimony Whereof, I have hereunto subscribed my name and affixed my personal seal, the day and year last above written.

Hilda S. Savard, Notary Public

Along with the foregoing Return of Sale was the following Certificate of Adjudgment of Sale, to wit:

Sheriff's Sale of Valuable Real Estate

Under and by virtue of a writ of Fieri Facias issued out of the Circuit Court for Queen Anne's County, at the suit of Roland Morris, vs. Sadie M. Stowman, et al, I have seized levied upon and taken into execution all the right, title interest and estate of the said Sadie M. Stowman and George W. Stowman, her husband, in and to the following described real estate to wit: All that lot or parcel of land situated, lying and being in the 3rd ward in the Third Election District of Queen Anne's County, State of Maryland, adjoining the lands of William D. Barton and contained within the following metes and bounds, courses and distances: Beginning at the branch in the public road leading from Jeth's Mill or Challengeworth's Mill to Holliday's Gate or 'Leadbourne' Gate and running from thence south 43 degrees east, 23 1/2 perches; thence south 22 degrees west, 32 perches; thence south 6 degrees west, 12 perches; thence north 69 degrees west, 17 perches to the aforesaid branch, and thence with the mean derings of the said branch to the place of beginning aforesaid, containing 5 acres and 25 perches of land, more or less, being the same land which was granted and conveyed unto the said Sadie M. Stowman by William D. Keating, late Treasurer of Queen Anne's County, by deed bearing date the 13th day of May, 1921, and recorded in Liber B. S. 106, folios 520, etc., a Land Record Book for Queen Anne's County aforesaid.

And I hereby give notice that I will sell the above described property in the town of Kentonville, Queen Anne's County, Maryland, in front of the Court House door, on Tuesday, April 24th, 1931 at the hour of 2 o'clock, P.M. to the highest bidder thereof for cash.

Helmer Anthony,
Sheriff of Queen Anne's County, Maryland.

The Kentonville Observer

Kentonville, Md., April 21st 1931

The Kentonville Observer Publishing Co. hereby certifies that the Sheriff's Sale in the case of Roland Morris vs. Sadie M. Stowman, et al, a true copy of which is hereto annexed, was inserted in The Kentonville Observer a weekly newspaper printed and published at Kentonville, Queen Anne's County, Maryland, once a week for four successive weeks, the first publication thereof having been made in said newspaper on the 29th day of March, 1931, being more than 20 days before the 21st day April 1931.

The Kentonville Observer Publishing Co.
By Bertha St. Burney

Queen Anne's County, to wit: Best remembered that on the tenth day of March, in the year, nineteen hundred and thirty-two, a Writ of Facias was issued out of the Circuit Court for Queen Anne's County, which is in the words following, to wit:

Writ of Facias
The State of Maryland.

To the Sheriff of Queen Anne's County, Greeting:

Whereas, at a Circuit Court for Queen Anne's County, begun, and held, at Centerville in said County, on the fourth Monday of January, in the year of Lord, one thousand nine hundred and 32, a certain Clayton Leavelle by judgment of the said Court, recorded against a certain J. M. Rice, Jr., J. M. Rice, and Annie R. Rice as well the sum of Six hundred twenty three dollars and seventy cents, with interest from the 16th day of February, 1928 and seven dollars and sixty five cents for his costs, and charges by him about his said suit and expended whereof the said J. M. Rice, Jr. and J. M. Rice, and Annie R. Rice are convicted, as it appears of Record with all exemptions waived. Therefore, you are hereby commanded, that of the goods and chattels, lands and tenements of the said J. M. Rice, Jr., J. M. Rice, and Annie R. Rice being in your bailwick, you cause to be made and levied the debt, costs and charges aforesaid, and have your said sums before the said Circuit Court, to be held at Centerville, in said County, on the 4th Monday of January, next, to render unto the said Clayton Leavelle the debt, costs and charges, aforesaid. Hereof, fail not, at your peril, and have you then, and there this writ.

Witness the Honorable Mrs. Perkins Judge of our said Court, the 1st Monday of November in the year of our Lord, nineteen hundred and 31.

Issued this 21st day of December, 1931.

B. Hackett Turner, Clerk

And afterwards, to wit: on the 19th day of April in the year 1932 the Sheriff aforesaid, came into Court and made return of the said Writ of Facias, with a Schedule and a Report of Sale of the property taken under said Writ:

The lands of J. M. Rice, Jr. viewed, seized, levied upon and taken in execution and sold at public sale, as per Special Return and Report of Sale filed in these proceedings.

J. Elmer Anthony
Sheriff of Queen Anne's County, Md.

Schedule

A Schedule of the goods and chattels, lands and tenements of J. M. Rice, Junior, viewed, seized, levied upon and taken in execution under said Writ of Facias issued out of the Circuit Court for Queen Anne's County, and to me directed at the suit of Clayton Leavelle J. M. Rice, Jr., J. M. Rice and Annie R. Rice. I have viewed, seized and levied on the following property, to wit:

All that tract on Parcel and Woodland patents, lying and being in the 5th Election District, of Queen Anne's County, State of Maryland, near Carville Station, adjoining the lands of Ella Skinner, the land formerly belonging to J. C. Kava Rice, the lands of C. C. Larrison, and others and described according to the Plot and Certificate of Survey thereof made on the 12th day of February, in the year, 1907, by E. C. Schnepf, Civil Engineer, as follows, to wit: Beginning for the same at a stone where the land of Ella Skinner, the land of Abraham L. Brooks, and the land hereby conveyed corners, and runs thence with the said land of Ella Skinner, 8 degrees west, 78 and 7/10 perches to a tree with 5 notches, thence with the land of C. C. Larrison south 82 degrees and 30 minutes east, 84 and 5/10 perches to a stake witnessed by 3 notched trees, thence with the land formerly belonging to J. C. Kava Rice north 20 degrees east, 13 perches thence north 22 degrees and 15 minutes east, 15 perches; thence north 21 degrees west, 10 perches; thence north 30 degrees and 30 minutes west, 14 perches; thence north 26 degrees west, 15 perches; then north 14 degrees west, 17 perches to the land of Abraham L. Brooks, where a stake is driven, and thence with the lands of Abraham L. Brooks, north 81 and 1/4 degrees west, 65 and 1/4 perches to the place of beginning, containing thirty nine acres and four tenths of an acre of land, more or less, and is the same land which was conveyed to the said J. M. Rice, Junior, in the Deed from Jeannette J. Cunn, Clayton S. Cunn, and Lillian S. Cunn, his wife, in the Deed bearing date the 25th day of February, in the year 1925, and recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber B. 15, 033 folios 295 etc., to which Deed special reference is hereby made for an accurate description of the land herein scheduled.

December, 21st, 1931

J. Elmer Anthony
Sheriff of Queen Anne's County, Md.

Filed Apr. 9th 1932

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Report of Sale

N^o 14 Judicials, January Term, 1932, In the Circuit Court, for Queen Anne's County,

Clayton Cunn vs J. M. Rice, Jr., J. M. Rice, and Annie R. Rice.

To the Honorable, the Judges of said Court:

The Return of Helmer Anthony, Sheriff of Queen Anne's County, State of Maryland, respectfully shows: That by virtue of a Writ of Fieri Facias, issued out of the Circuit Court for Queen Anne's County, of aforesaid, at the suit of Clayton Cunn vs J. M. Rice, Jr., J. M. Rice and Annie R. Rice, dated the 21st day of December, in the year 1928, said Writ of Fieri Facias was directed to J. Helmer Anthony, as the Sheriff of Queen Anne's County, in the State of Maryland, and in obedience to the command in said writ contained the said Helmer Anthony, Sheriff as aforesaid, viewed, seized, returned upon and served upon and took into possession and execution all the right, title, interest and estate of the said J. M. Rice, Jr., of and to and out of the following described real estate, to wit: All that tract or parcel of land Woodlands situated, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, near Carville Station adjoining the lands of Ella Skinner, the land formerly belonging to J. E. Rice, the lands of C. E. Harrimore, and others and described according to the Plot and Certificate of Survey thereof made on the 12th day of February in the year 1914 by F. E. Schnepfe, Civil Engineer, as follows: to wit, Beginning for the same at a stone where the land of Ella Skinner, the land of Abraham L. Brooks, and the land hereby conveyed corners, and runs thence with the said land of Ella Skinner 8 degrees west 79 and 3/4 perches to a tree with 5 notches, thence with the land of C. E. Harrimore, South 82 degrees and 30 minutes east, 84 and 7/10 perches to a stake witnessed by 3 notched trees; thence with the land formerly belonging to J. E. Rice, north 20 degrees east, 13 perches, then north 22 degrees and 15 minutes east, 15 perches; then north 4 degrees west, 10 perches, then north 30 degrees and 30 minutes west, 14 perches; then north 26 degrees west, 15 perches; then north 14 degrees west, 17 perches to the land of Abraham L. Brooks, where a stake is driven; and thence with the lands of Abraham L. Brooks north 81 and 1/4 degrees west, 65 and 1/4 perches to the place of beginning, containing 39 and 4/10 acres of land more or less, and is the same land as that fully set out and described in the Deed from Jarrett G. Cunn (Clayton C. Cunn) and Lillian G. Cunn, his wife, to the said J. Meoford Rice, Junior, bearing date the 25th day of February in the year 1925, and recorded among the Land Record Book for Queen Anne's County, Maryland, in Liber B75, 703, folios 245 etc., to which Deed special reference is hereby made for an accurate description of the land herein reported sold under the writ of Fieri Facias hereinbefore referred to, and having given public notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than Twenty days previous to the day of sale, as is shown by the Certificate of the publishers (copy of the advertisement attached hereto and asked to be taken as a part of this report and by a notice put up more than 20 days previous to the day of sale in front of the Court House door in the Town of Centreville, in Queen Anne's County, Maryland, the said J. Helmer Anthony, as the Sheriff, as aforesaid, offered all the right, title, interest and estate of the said J. M. Rice, Jr., of and to and out of the said Lot Parcel or Tract of land, hereinbefore fully described and set out, in this report, at public sale in front of the Court House door, in the Town of Centreville, in Queen Anne's County, Maryland on Tuesday January the 26th, in the year 1932, at the hour of 12 o'clock noon, for cash, and did then and there sell the same to William H. Carter of said Queen Anne's County in the said State of Maryland, at and for the sum of One Hundred and Seventy Dollars (\$170.00) he being then and there the highest bidder therefor at and for the sum of One Hundred and Seventy Dollars; and the said real estate was sold to pay and satisfy the said debt, interest and costs thereon, and the Judgment on which the same was issued dated as follows-

Judgment, dated Feb. 18-1928 for	\$ 628.70	
Interest from Feb. 18-1928 to		
January 28 th 1932	147.50	
Judgment Costs	7.65	
Offa	1.40	
Sheriff's Costs	6.77	
Advertisement Costs	36.00	
Auctioneer fee	7.50	
Clerk's costs if land be sold	6.00	\$ 836.52
Credit by amount of sales		170.00
Balance still due on said Judgment		\$ 666.52

Respectfully Submitted

Helmer Anthony
 Sheriff of Queen Anne's County, Maryland.
 State of Maryland, Queen Anne's County, to wit-

I hereby certify that on this 9th day of April, in the year, nineteen hundred and thirty two, before me, the Clerk of the Circuit Court, for Queen Anne's County, personally appeared Helmer Anthony, the Sheriff of said Queen Anne's County, of aforesaid, and did make oath in due form of law, that the matters and things stated in the foregoing Report of Sale and Special Return are true to the best of his knowledge and belief as therein set forth and that that the sale was fairly and bona fide made.

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

Certificate of Advertisement of Sale filed April 9th 1932

Sheriff's Sale of Valuable Real Estate (Woodland)

Under and by virtue of a writ of Fieri Facias issued out of the Circuit Court for Queen Anne's County, at the suit of Clayton Kamm, vs J. M. Rice, Jr., J. M. Rice, and Anna R. Rice I have seized, levied upon and taken into execution all the right, title, interest and estate of the said J. M. Rice, Jr. of, in and to the following described real estate (Woodland) as follows, to wit:

All that tract or parcel of land situate, lying and being in the 5th Election District of Queen Anne's County, in the State of Maryland, near Centerville Station, adjoining the lands of Ella Skinner, the land formerly belonging to J. A. Rice, the land of C. C. Larrimore, and others and accurately and fully described by metes and bounds, courses and distances in their deed from Deannette Kamm, Clayton Kamm and Lillian Kamm, to the said J. M. Rice, Jr. dated February 15th 1929, and recorded in Liber B 45, 403, pages 295 etc, one of the land record books for Queen Anne's County, Md. in which deed is incorporated the plot and certified copy of survey of the land described in the aforesaid deed, as made by F. C. Schnepf Civil Engineer, on the 15th day of February, 1926, and therein described by metes and bounds, courses and distances, as containing 39.4 acres of land. And I hereby give notice that I will sell the above described real estate in front of the Court House Door in the town of Centerville, in Queen Anne's County, State of Maryland on Tuesday, January 26th 1932 at the hour of 12 o'clock, noon to the highest bidder therefor cash.

Edmer Anthony
Sheriff of Queen Anne's County, Md.

The Centerville Observer

Centerville Md. April 8-1932

The Centerville Observer Publishing Co. hereby certifies that the Sheriff's Sale in the case of Clayton Kamm vs J. M. Rice, Jr., J. M. Rice, and Anna R. Rice a true copy of which is hereto annexed, was inserted in The Centerville Observer, a weekly newspaper printed and published at Centerville Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 31st day of December 1931, being more than twenty days before the 26th day of January 1932

The Centerville Observer Publishing Co.
By Bertha G. Ducey

Filed Apr. 19th 1932.

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Annie E. Bryan, et al.,) Cause No. 2788.
 vs.)
 Nina E. White, et al.) Brought forward from folio 300.

Unto Howard E. Price as the trustee of this cause for his commissions for making the sale in accordance with the rule of court, the costs of the Clerk of the Court for filing and recording papers described in bill of costs, the cost of the bond of the trustee per bill exhibited, the cost of advertising the order nisi passed as to the sale, which was not public, per bill exhibited for the same and the cost of advertising the order nisi to be passed as to this audit, and the fee of the auditor.

Then the balance of the amount so charged to the trustee of this cause; less the items described above as disbursements, is by the within account distributed to Howard E. Price, trustee under Item 20 of the last will and testament of William J. Price mentioned in the proceedings of this cause, to be held by him in trust in the same manner and under the same terms as the land above described as sold in this cause was devised by said item of said will in trust. This balance is the amount of the net sale of this cause.

Which is respectfully submitted.

MADISON BROWN
Auditor.

February 8, 1938.

Cause No. 2788

The proceeds of the sales of the real estate sold in the proceedings of this cause under the name of "Parcel A of the Larrimore Tract" as the property of the Trust Estate created by Item 20 of the last will and testament of William J. Price in course of administration in Cause No. 2224 of this Court IN ACCOUNT WITH Howard E. Price as the trustee appointed by the decree passed in this Cause No. 2788 for the sale of said real estate on September 1, 1929.

1937 Sept. 11	CR.	
		By amount of the gross sale of the real estate described by the name above set forth, per report of the sale of the same filed in this cause September 14, 1937, to wit: \$1,000.00

1937 Sept. 11	DR.	
		To Howard E. Price, said trustee, for his commissions for making the sale per decree mentioned and order of court ratifying the sale attached to said report of sale, the sum of \$67.50
		To do., for the costs of Wm. H. Carter, clerk, for filing and recording certain papers of these proceedings, per his bill of costs, to wit: . . . 9.50
		To do., for the costs of his bond filed to be paid the corporate surety on said bond, the sum of 5.00
		To do., for the costs of advertising in the county paper the order nisi passed on the report of sale, per account for same of Queen Anne's Record and Observer Publishing Company exhibited, to wit: 5.00
		To do., for the cost of advertising in newspaper the order nisi to be passed in relation to this audit, the sum of 3.50
		To Madison Brown, auditor, for stating this account, the sum of 9.00
		\$99.50
		To Howard E. Price, trustee under Item 20 of the last will and testament of William J. Price mentioned in this cause, to be held by him in trust in the same manner and under the same terms as the land above described as sold in this cause is devised by said item to be held in trust, the whole amount of this balance, to wit: the sum of 900.50
		900.50
		\$1,000.00 \$1,000.00

February 8, 1938.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Annie E. Bryan, et al.,
 VS
 Nina E. Bryan, et al.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
) CASE No. 2788.

ORDERED, This eighth day of February in the year nineteen hundred and thirty-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 4th. day of March, 1938; provided a copy of this order be published once a week in each of two successive weeks before the twenty fifth day of February, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed February 8th, 1938.

CERTIFICATE OF PUBLICATION
 OF NISI RATIFICATION OF AUDIT
 Filed March 5, 1938.

NISI RATIFICATION OF AUDIT

ANNIE E. BRYAN, et. al.,
 VS.
 NINA E. BRYAN, et. al.

In the Circuit Court for Queen Anne's County, In Equity. Cause No. 2788.

ORDERED, This eighth day of February in the year nineteen hundred and thirty-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 fourth day of March, 1938; provided a copy of this order be published once a week in each of two successive weeks before the twenty-fifth day of February, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy-
 Test:
 WILLIAM H. CARTER, Clerk.
 Filed February 8, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 5th, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Annie E. Bryan, et al. vs. Nina E. Bryan, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 10th day of February, 1938, being more than two weeks before the 25th day of February 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
 Filed March 26, 1939.

FINAL RATIFICATION OF AUDIT

ANNIE E. BRYAN, ET AL.,
 vs.
 NINA E. WHITE, ET AL.

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

Cause No. 2788.

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ORDERED, this 26th day of March, 1938, 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 directed by the previous Nisi Ratification of Audit passed thereon in this cause; and the trustee, Howard E. Price, is directed to apply the proceeds of the sale to the payment of the costs, expenses and trustee's commissions accordingly, and the balance of Nine Hundred Dollars and Fifty Cents (\$900.50) as ascertained by said report and account to be in the hands of Howard E. Price, trustee in this cause, is hereby directed to be reported by said trustee to this Court in Chancery Cause No. 2224 to be in said cause held and invested and to inure to the benefit of the same persons and in like manner as if it were real estate and passed under Item Twenty of the last will and testament of William J. Price, deceased.

J. OWEN KNOTTS
Judge

Filed March 26th, 1939.

Brought forward from folio 554.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal of office the day and year first above written.

JOHN F. STOKES
Notary Public.

Notary
Public
Seal.

NISI RATIFICATION OF AUDIT

Madison Brown, atty
named in mortgage.

VS.

Herman Starkey, et al.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
) CASE No. 2757.

ORDERED, This 27th day of January in the year nineteen hundred and 37 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 February, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of February, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed Jan. 27th, 1937.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed February 22, 1937.

NISI RATIFICATION OF AUDIT

MADISON BROWN, atty. named
in mortgage,

VS.

HERMAN STARKEY, et al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2757.

ORDERED, This 27th day of January in the year nineteen hundred and thirty-seven, 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 February, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of February, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

True Copy-

Test:

WILLIAM H. CARTER, Clerk.

Filed January 27th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. February 22, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Madison Brown, attorney named in Mortgage vs. Herman Starkey, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 28th day of January, 1937, being more than two weeks before the 12th day of February 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed March 8, 1937.

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

Madison Brown,
attorney named in mortgage,

vs.

Herman Starkey, et al.

(
)
(
)
)

Cause No. 2757.

ORDER OF COURT.

ORDERED on this 5th day of March, 1937, by the Circuit Court for Queen Anne's County sitting as a Court of Equity, that the within and foregoing Report and Account of Edwin H. Brown, junior, as 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 in relation to said report and account.

And it is further ORDERED that Madison Brown, the party making the sale mentioned in said report and account and as such the trustee of the above entitled cause, is hereby directed to distribute the proceeds of the sale in his hands for distribution according to Page 4 of said report in accordance with the distribution set forth on said page 4 that is to say, he is directed to pay to J. Walters Paynter named in said distribution the sum of money payable to him in this case by said distribution and to pay the said J. Walters Paynter the money invested in the mortgage mentioned in said distribution by assigning said mortgage unto the said J. Walters Paynter, his executors, administrators and assigns and in such manner that said assignee shall be entitled to the interest on said mortgage from December 1, 1936.

WM. MASON SHEHAN
Judge

Filed March 8th, 1937.

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