

436812

Cause No. 2589.

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

Edwin H. Brown Jr. Attorney  
named in Mortgage

vs

Frank W. Draper Jr.



In the Circuit Court

for

Queen Anne's County

In Equity.

B. Hackett Turner, Clerk:-

Please docket the above entitled suit and file certified copy of a mortgage from Frank W. Draper Jr. to The Centreville Development Company, dated November seventh, in the year nineteen hundred and twenty three, and recorded in Liber B. H. T. No. 1. folio 539 &c. there in and enter my appearance for the plaintiff.

March 25th. 1925.

Edwin H. Brown, Jr.

CERTIFIED COPY OF MORTGAGE  
Filed March 25, 1925..

#10,627. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the third day of May, in the year nineteen hundred and twenty four, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this seventh day of November, in the year nineteen hundred and twenty three, by Frank W. Draper, Jr. of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Frank W. Draper, Jr. is indebted unto the Centreville Development Company, in the full and just sum of four hundred dollars, being for the balance of the unpaid purchase money on the hereinafter described real estate, and for which he has passed unto the said The Centreville Development Company their promissory note dated the fourth day of September, in the year nineteen hundred and twenty three, payable six months after date at the Centreville National Bank, with interest thereon at the rate of six per cent per annum, and it was a condition precedent to said sale that the prompt payment of said note and any and every renewal thereof should be secured and assured by the execution of these presents.

NOW THEREFORE this mortgage witnesseth that in consideration of the premises, and the sum of one dollar the said Frank W. Draper, Jr. does hereby grant and convey unto the said The Centreville Development Company, its successors and assigns in fee simple; all that lot of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, in what is known as the Chesterfield Development Company on the west side of Chesterfield Avenue and being on the south side of Windsor Avenue and beginning for the same at a stone planted at the southeast corner of Windsor Avenue and Alveron Avenue and running thence with said Windsor Avenue in a north easterly direction sixty feet until it intersects with the division line between the lot hereby conveyed and lot No. 47 thence with said division line in a south easterly direction one hundred and thirty six feet and seven inches to Guilford Street in a south westerly direction sixty feet and one and one half inches to a stone planted on Alveron Avenue in a north westerly direction one hundred and thirty nine feet and ten inches to the place of beginning, being lot No. 48 in the Chesterfield Development a plat of which is recorded in Liber J. F. R. No. 10, folios 41 a land record book for Queen Anne's County, aforesaid, and being also a part of the land which was conveyed unto the Centreville Development Company by A. Howard Johnson et al. by deed dated the eleventh day of November, in the year nineteen hundred and twenty two and recorded in Liber J. F. R. No. 10, folios 38 etc, a land record book for Queen Anne's County to which said plat and deed reference is hereby made for a more full and perfect description of the property hereby conveyed, and being the same lot of land which was conveyed unto the said Frank W. Draper, Jr. by the Centreville Development Company by deed of even date herewith.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages, thereto belonging, or in any wise appertaining, and the buildings and improvements there-

on erected and being.

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

PROVIDED, that if the said Frank W. Draper, Jr. his heirs, executors, administrators or assigns shall well and truly pay to the said The Centreville Development Company, its successors, executors, administrators or assigns the aforesaid sum of Four Hundred dollars and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Frank W. Draper, Jr. his heirs and assigns shall possess said property.

AND the said Frank W. Draper, Jr. covenants 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 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 Centreville Development Company, its successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

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

Witness their hands and seals:

Test: E. M. Forman.

Frank W. Draper, Jr. (SEAL)

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

I hereby certify that on this seventh day of November, in the year nineteen hundred and twenty three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Frank W. Draper, Jr. and did each acknowledge the foregoing mortgage to be their respective act.

Ezekiel M. Forman.  
Justice of the Peace.

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

I hereby certify that on this seventh day of November, in the year nineteen hundred and twenty three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Edwin H. Brown, Jr. President of the Centreville Development Company, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein stated.

Ezekiel M. Forman.  
Justice of the Peace.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, folio 539 etc. a land record book for Queen Anne's County.

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

Seal's  
Place.

B. Hackett Turner Clerk.

CERTIFIED COPY OF BOND  
Filed April 14th, 1925.

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

KNOW ALL MEN BY THESE PRESENTS: That, we, Edwin H. Brown, Jr. of Queen Anne's County, State of Maryland and the American Surety Company, of New York, a body corporate, are held and firmlybound to the State of Maryland in the full and just sum of five hundred dollars to be paid to the said State or its certain attorney to which payment well and truly to be made and done, we bind ourselves 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 6th. day of April, in the year nineteen hundred and twenty five.

WHEREAS, the above bounden Edwin H. Brown, Jr. attorney named in mortgage by virtue of the power contained in a mortgage from Frank W. Draper, Jr. to the Centreville Development Company dated the seventh day of November, in the year nineteen hundred and recorded in Liber B. H. T. #1, folios 534 etc. one of the land record books for Queen Anne's County, is about to sell the lands 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, Edwin H. Brown, Jr. do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity. In relation to the sale of said mortgaged property, or the proceeds thereof, then the obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, and sealed  
in the presence of:-  
Lida Hopkins.

Edwin H. Brown, Jr. (SEAL)

Countersigned:  
At Centreville, Md.  
By J. Lemual Roberts.  
agent.

Seal's  
Place.

The American Surety Company  
of New York.  
By Paul N. Cherry.  
Paul N. Cherry, Res-Vice Pres.  
Attest: C. H. Arnold.  
C. H. Arnold, Res. Asst. Sec'y.

4-6-25.

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

Security approved and Bond filed April 14th. 1925.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, folio 142 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 14th. day of April, in the year 1925.

Seal's  
Place.

B. Hackett Turner,  
Clerk.

REPORT OF SALE  
Filed March 18th, 1926.

Edwin H. Brown, Jr.  
Attorney named in  
Mortgage.

vs

Frank W. Draper, Jr.

In the Circuit Court  
for  
Queen Anne's County, In  
Equity, Cause No. 2589.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Edwin H. Brown, Jr., Attorney named in Mortgage respectfully sets forth:-

First; That default having occurred in the mortgage from Frank W. Draper, Jr. to The Centreville Development Company dated the seventh day of November in the year nineteen hundred and twenty three and recorded in Liber B. H. T. No. 1 folios 539 &c. a Land Record Book for Queen Anne's County, (a certified copy of said mortgage being filed in this cause and is prayed to be taken as part of this report) by the non payment of the principal and interest according to the terms of said mortgage.

Second; That after giving bond with surety duly conditioned and approved according to law which said bond is also filed in said cause and is hereby made a part of this report for the faithful discharge of his trust and after giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Record, a newspaper printed and published in the town of Centreville, Queen Anne's County, Maryland for more than twenty days previous to the day of sale, he did pursuant to said notice, attend in front of the Court House Door in the town of Centreville in Queen Anne's County, Maryland on Tuesday, April 21, 1925 at two o'clock P. M. and then and there proceeded to sell said mortgage real estate as follows to wit:- All that lot of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland in what is known as Chesterfield Development on the West side of Chesterfield Avenue and being Lot No. 48 in the Chesterfield Development according to the plat of same recorded in Liber J. F. R. No. 10 folios 44 &c. a Land Record Book for Queen Anne's County, said lot being on the South side of Windsor Avenue and on the West side of Al-beron Avenue and being the lot more fully described in said mortgage, and sold same to the Centreville Development Company at and for the sum of three hundred and seventy five dollars, it being then and there the highest bidder therefor. The purchasers have agreed to make final settlement of the purchase money upon final ratification of sale by the Court: and that there is filed herewith a copy of said advertisement certified as to its publication marked Exhibit No. 1 all of which is respectfully submitted.

Edwin H. Brown, Jr.  
Attorney named in Mortgage.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this eighteenth day of March in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Edwin H. Brown, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief and that the sale 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.

Filed March 18th, 1926.



N I S I

Edwin H. Brown, Jr.  
Attorney named in Mortgage,

VS.

Frank W. Draper, Jr.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2589.

ORDERED, This 18th day of March A. D., 1926, that the sale of real estate made and reported in this cause by Edwin H. Brown, Jr. attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of April next.

The Report states the amount of sales to be \$375.00.

Filed March 18th, 1926;

B. Hackett Turner Clerk.

CERTIFICATE OF PUBLICATION OF SALE  
Filed March 18th, 1926.

MORTGAGE SALE  
OF  
A LOT

adjoining Centreville,  
Queen Anne's County,  
Maryland.

Under and by virtue of the authority contained in a mortgage from Frank W. Draper, Jr., to the Centreville Development Company, dated the 7th day of November in the year nineteen hundred and twenty-three and recorded in Liber B. H. T. No. 1, folio 539 &c., a Land Record Book for Queen Anne's county, default having occurred in the terms of said mortgage, the undersigned, as attorney named in said mortgage, will sell at public sale in front of the Court House door in the town of Centreville, on Tuesday, April 21, 1925 at the hour of two o'clock P. M.

ALL THAT LOT OF LAND situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, in what is known as the Chesterfield Development on the west side of Chesterfield Avenue and being lot No. 48 in said development according to a plat of same recorded in Liber J. F. R. No. 10, folio 41, a Land Record Book for Queen Anne's County, said lot being on the west side of Albemton Avenue and being the lot more fully described in said mortgage.

TERMS OF SALE:- CASH.

EDWIN H. BROWN, JR.  
Attorney named in Mortgage.  
F. Frank Seward, Auctioneer.

THE CENTREVILLE RECORD

Centreville, Md., Mar. 18, 1926

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of E. H. Brown, Jr. Atty named in mortgage vs. Frank W. Draper, Jr. 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 21 day of April in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

Filed March 18th, 1926.

STATEMENT OF MORTGAGE DEBT.  
Filed March 18th, 1926.

Edwin H. Brown, Jr.  
Attorney named in  
Mortgage.

Vs

Frank W. Draper, Jr.

In the Circuit Court

for

Queen Anne's County, In

Equity, Cause No. 2589.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The following is a statement of the debt under the mortgage filed in these proceedings, to wit:-

Principal on mortgage	\$400.00
Interest from November 7th, 1923 to April 21, 1925.	<u>35.00</u>
Total	\$435.00

Respectfully submitted,

Edwin H. Brown, Jr.  
Attorney named in mortgage.

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

I hereby certify that on this eighteenth day of March in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Edwin H. Brown, Jr., Attorney named in mortgage 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.

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

Notary  
Public  
Seal.

Lida Hopkins  
Notary Public.

CERTIFICATE OF PUBLICATION OF ORDER NISI  
Filed March 3rd, 1926.

ORDER NISI

Edwin H. Brown, Jr., Attorney named  
in mortgage  
vs.  
Frank W. Draper, Jr.

In the Circuit Court for Queen Anne's County In Equity, Chancery No. 2589.

Ordered, This 18th day of March A. D., 1926, that the sale of real estate made and reported in this cause by Edwin H. Brown, Jr., Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of April next.

The Report states the amount of sales to be \$375;00.

B. HACKETT TURNER, Clerk.  
True copy  
Test: B. HACKETT TURNER, Clerk.  
Filed March 18th, 1926.

## THE CENTREVILLE RECORD

Centreville, Md., Mar. 2nd, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the order nisi in the case of E. H. Brown, Jr. Atty vs. Frank W. Draper, 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 27 day of April in the year 19

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

FINAL ORDER OF COURT RATIFYING SALE.  
Filed March 3rd, 1926.

Edwin H. Brown, Jr.  
Attorney named in  
Mortgage.

vs

Frank W. Draper, Jr.

In the Circuit Court

for

Queen Anne's County, In

Equity, Cause No. 2589.

ORDERED, This 3rd day of March in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court that the sale made and reported by Edwin H. Brown, Jr., Attorney named in Mortgage in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceeding Order Nisi. The said Assignee is allowed the usual Trustee commission as provided in the mortgage and all expenses not personal.

Thomas J. Keating.

Filed March 3rd, 1926.











Cause No. 2647.

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,

VS.

Cooper Tarbutton &  
Anna G. Tarbutton,  
his wife.

IN THE

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

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 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 persons 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 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.

Test:-

COOPER TARBUTTON (SEAL)

B. F. Hartley.

ANNA G. TARBUTTON (SEAL)

STATE OF MARYLAND.

Q U E E N A N N E ' S C O U N T Y, to wit:-

I hereby certify that on this twelfth day of October, in the year nineteen hundred and ten, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, 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 30<sup>th</sup> 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 12<sup>th</sup>. 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.

Seal's  
Place.

Madison B. Bordley,  
Vice President of the Centre-  
ville National Bank of Mary-  
land.

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 May 25th, 1926.

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, dot 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.



1894  
136812

William R. Coleman. (SEAL)

Signed, sealed  
and delivered in  
the presence of:

Seal's  
Place.

The Fidelity and Deposit  
Company of Maryland.  
By J. F. Rolph,  
Its attorney in fact.

M. B. Bordley.

Attest: Madison B. Bordley.

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 SALES  
Filed June 22nd, 1926.

Wm. R. Coleman  
Assignee

vs.

Cooper Tarbutton & 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 &c to your Honors respectfully sets  
forth

That under and by virtue of the power of sale contained in the afore-  
said mortgage, default having been made in the payment of the payment of the princi-  
pal mortgage debt and interest by said mortgage secured, the said William R. Cole-  
man, 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 per-  
form any order or decree of any court of Equity, in relation to said mortgaged prop-  
erty, or the proceeds arising from the sale thereof, did, pursuant to the notice of  
said advertisement attend in front of the Court House Door, in Centreville, Queen  
Anne's County, Maryland on Tuesday, May twenty-fifth, nineteen hundred and twenty-six  
at the hour of one, thirty oclock 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 therfor 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

Filed June 22nd, 1926.

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

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, unto Mary L. 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 there from 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, Assignee 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.

N I S I

Wm. R. Coleman Assignee VS. Cooper Tarbutton & 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.

B. Hackett Turner Clerk.

Filed June 22nd, 1926.

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

Wm. R. Coleman

Vs.

Cooper Tarbutton.

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

Statement of Mortgage Debt and Interest and Attorney's Commissions

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

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, 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.

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.

136812

## 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.

FINAL ORDER OF COURT  
RATIFYING SALE.  
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 afore-going 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 expenses not personal for which he may produce proper vouchers to the auditor.

LEWIN W. WICKES

Filed Nov. 4th, 1926.

PETITION FOR DISTRIBUTION  
OF NET PROCEEDS.  
Filed Dec. 10th, 1926.

William R. Coleman,  
Assignee.

VS

Cooper Tarbutton and  
wife.

In the Circuit Court

for

Queen Anne's County

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 Anna 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 of 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 v 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 case.

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 &c. 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.

Notary  
Public  
Seal.

Alice R. Smith  
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 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.

Notary  
Public  
Seal.

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

Lida Hopkins  
Notary Public.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:





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, folios 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, therefor; 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. Tarbutton, 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 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 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, folios 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.

Notary  
Public  
Seal.

J. Raymond Simperts.  
Notary Public.

One two dollar Internal  
Revenue Stmp. 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  
CERTIFIED COPY OF DEED  
Filed Dec. 10th, 1926.

#9196. 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. 2. 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 nine-

teen 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.

Notary  
Public  
Seal.

N. Lucille Bailey.  
Notary Public.

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.

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 December, A. D. 1926.

B. Hackett Turner Clerk.

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 Apr. 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.

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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 Auditor's 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 the 16 day of December in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Apr. 15th, 1927.

By E. H. Brown, Jr.

REPORT AND ACCOUNT OF THE AUDITOR.  
Filed May 1st, 1927.

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

William R. Coleman, assignee,  
vs.  
Cooper F. Tarbutton et al.

Chancery No. 2647..

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 not 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 suctioneer'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  
May  
25:

Cr:

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		
	Appear. 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 auctionnering 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
	To William R. Coleman, assignee of the mortgage, in full payment of his mortgage claim, per mortgage statement filed, the sum of		1681.05
	To do., for the costs of advertising the order nisi to be passed as to this report and ac- count, the sum of		3.00
	To Madison Brown, auditor, for stating this account		9.00
	To balance carried forward, to wit:	681.95	
			<u>\$2625.00</u> <u>\$ 2625.00</u>

Cr:

By balance brought forward, to wit: . . . . . \$ 681.95

Dr:

To William R. Coleman, assignee, for the fol- lowing items incident to the costs under the claimant's petition:		
For the costs of advertising the notice given by the auditor pursuant to order of court in Centreville Record, per bill, to be applied to payment of said costs, the sum of . . . . .	\$ 5.00	
For the court costs per clerk's statement, as follows:		
Costs of B. H. Turner, clerk, . . . . .	\$9.75	
Appear. fee of E. H. Brown, Jr., . . . . .	<u>10.00</u>	19.75
To balance, to wit: . . . . .		657.20
		<u>\$681.95</u> <u>\$ 681.75</u>

Cr:

By balance brought down, to wit: . . . . . \$ 657.20

Dr:

To S. Hackett Emerson, $\frac{1}{2}$ of the above balance, the sum of . . . . .	\$328.60	
To A. D. Emerson, $\frac{1}{2}$ of the above balance, the sum of . . . . .	<u>\$328.60</u>	
		<u>\$657.20</u> <u>\$ 657.20</u>

May 11, 1927.

Madison Brown.

auditor.

## NISI RATIFICATION OF AUDIT

William R. Coleman  
Assignee

VS.

Cooper Tarbutton  
Annie G. Tarbutton

(  
) IN THE CIRCUIT COURT  
(  
) FOR QUEEN ANNE'S COUNTY  
(  
) IN EQUITY  
(  
) CASE No. 2647.  
(  
)

ORDERED, This 11th day of May in the year nineteen hundred and 27 that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of June 1927; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of May 1927 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed May 11th, 1927.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT.  
Filed June 7, 1927.

## NISI RATIFICATION OF AUDIT.

William R. Coleman, Assignee

vs.

Cooper Tarbutton, Annie G. Tarbutton,  
his wife.

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

ORDERED, This 11th day of May in the year nineteen hundred and twenty-seven that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of June, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of May, 1927, in some newspaper printed and published in Queen Annes' County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed May 11, 1927.

## THE CENTREVILLE RECORD

Centreville, Md., June 4th, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Wm. R. Coleman, Assignee, vs. Cooper Tarbutton, Annie G. Tarbutton, his wife, Chancery #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 in each of two successive weeks before the 26th day of May in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

ORDER OF COURT RATIFYING AUDIT.  
Filed June 7th, 1927.

Ordered this 6th day of June, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown; although notice appears to have been given as directed by the previous nisi Ratification of Audit passed thereon in this cause, and the assignee is hereby directed to apply the proceeds according to said audit, with a due proportion of interest as has been received by said assignee.

Thomas J. Keating.

Filed June 7th, 1927.

~~See also~~

The following is a duplication of the recording of the order ratification of sale  
Final Order Ratifying Sale, filed November 4<sup>th</sup> 1926  
Ordered, this 4<sup>th</sup> 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 under writ of ratification heretofore passed, and the assignee is allowed the commission as provided in the mortgage and all expenses not personal for which he may produce proper vouchers to the Auditor.

Filed Nov. 4<sup>th</sup> 1927

Levin H. Wickes



1136812



Cause No. 2652.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fourteenth day of June, in the year nineteen hundred and twenty six, the following Bill of Complaint was filed for record, to wit:

Carroll F. Leverage,  
Annie M. Clough, Edythe M. Machamer,  
Lillian V. Burris and  
Marion L. Leverage.

VS

William Leverage, Infant,  
Elizabeth Leverage, Infant  
and Franklin Leverage, Infant.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Bill of Complaint of Carroll F. Leverage, Annie M. Clough, Edythe M. Machamer, Lillian V. Burris and Marion L. Leverage, respectfully sets forth:-

1st, That William F. Leverage, late of Queen Anne's County, deceased was, in his lifetime, seized and possessed of a tract of real estate situate in the Second Election District of Queen Anne's County in the town of Church Hill on the South side of New Street in said town with a frontage on said New Street and with a depth of the frontage to the Mill Pond containing about three acres and twenty two and onehalf perches of land, more or less, being the same property which was conveyed to the said William F. Leverage by Margaret A. Smith and others by deed dated the twenty second day of July in the year nineteen hundred and twenty one and recorded in Liber J. F. R. No. 7 folio 216 &c., a Land Record Book for Queen Anne's County.

2nd, That the said William F. Leverage departed this life on the tenth day of April in the year nineteen hundred and twenty six, intestate, leaving surviving him a widow, the said Marion L. Leverage, and the following children:- Carroll F. Leverage and Annie M. Clough, both of whom are over twenty one years of age, and the following grand children:- Edythe M. Machamer and Lillian V. Burris, both of whom are over twenty one years of age and who are the children of a deceased daughter, Ida Carey, who died in nineteen hundred and eight (the above named children and grandchildren being the complainants in this Bill) and the following grand children:- William Leverage, who is seventeen years of age, Elizabeth Leverage, who is fifteen years of age and Franklin Leverage, who is twelve years of age, all of whom are the children of a deceased son, William Kenneth Leverage, who died in May 1922; the last three named, being the Defendants in this Bill.

3rd, That the parties named in said Second Paragraph are the only heirs at law of the said William F. Leverage and are entitled to real estate of which he died seized and possessed their interest being as follows:

Marion L. Leverage, the widow  
Carroll F. Leverage, a son and  
Anna M. Clough, a daughter

are each entitled to an undivided one-fifth interest in said real estate; the said Edythe M. Machamer and Lillian V. Burris are each entitled to an undivided one-tenth interest in said real estate and the said William Leverage, Elizabeth Leverage and Franklin Leverage, each being entitled to an undivided one-fifteenth interest in said real estate.

4th, That the said William Leverage, Infant, Elizabeth Leverage, Infant and Franklin Leverage, Infant reside in Kent County, State of Maryland with their mother, Lizzie Leverage.

5th, Your Complainants charge and allege that 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 THEREFOR, That the said William Leverage, Infant, Elizabeth Leverage, Infant and Franklin Leverage, Infant may answer the premises and that a decree may be passed by this Court directing that the real estate mentioned aforesaid, be sold under the direction of this Court and the proceeds thereof distributed among said parties according to their respective interest and that your Orators may have such further and other relief as their cause may require,

136812

May it please your Honors to grant unto your Orator Writs of Subpoenas against William Leverage, Infant, Elizabeth Leverage, Infant and Franklin Leverage, Infant, all of Kent County, State of Maryland, commanding them to appear in this Court at some certain date, 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 ELIZABETH LEVERAGE  
Filed July 3rd, 1926.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

To  
Elizabeth Leverage, Infant

Seal's  
Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Carroll F. Leverage 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 May 1926  
Issued the 16th. day of June in the year 1926

Edwin H. Brown, Jr.

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 July next, being the Return Day.

And on the back of the foregoing is the following endorsement, to wit:  
Served by reading to Elizabeth Leverage infant same and left copy with his mother Mrs. S.E. Leverage

B. Hackett Turner Clerk.

Wm. W. Goodman  
Sheriff

SUBPOEAN FOR WM. LEVERAGE.  
Filed July 3rd, 1926.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO  
William Leverage, Infant

Seal's  
Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Carroll F. Leverage 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 May, 1926. Issued the 16th. day of June in the year 1926.

B. Hackett Turner Clerk.

Edwin H. Brown, Jr.

Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of July next, being the Return Day.

And on the back of the foregoing is the following endorsement, to wit: B. Hackett Turner, Clerk.

Served by reading to Wm. Leverage infant same and left copy with S.E. Leverage his mother Wm. W. Goodman Sheriff

SUBPOENA FOR FRANK LEVERAGE Filed July 3rd, 1926.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND

TO

Franklin Leverage, Infant

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Carroll F. Leverage, 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 May 1926. Issued the 16th day of June in the year 1926.

B. Hackett Turner Clerk.

Edwin H. Brown, Jr.

Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of July next, being the Return Day.

And on the back of the foregoing is the following endorsement, to wit: B. Hackett Turner Clerk.

Served by reading same to Frank Leverage, infant and left copy to S.E. Leverage his mother Wm. W. Goodman, Sheriff

PETITION FOR APPOINTMENT OF GUARDIAN "AD LITEM". Filed July 12th, 1926.

Carroll F. Leverage, et. al.

VS

William Leverage, Infant, et al.



In the Circuit Court

for

Queen Anne's County

In Equity

Cause No. 2652.

To the Honorable, the Judges of said Court:



H36812

Your Orators petitioning say:

That the processes in this case against William Lverage, Infant, Elizabeth Lverage, Infant and Franklin Lverage, Infant; have been duly returned summoned as will appear from said writs.

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

Edwin H. Brown, Jr.  
Solicitor for Petitioners.

Ordered this 16th day of July in the year nineteen hundred and twenty six, on the aforegoing 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 William Lverage, Infant, Elizabeth Lverage, Infant and Franklin Lverage, Infant; to appear, answer and defend the aforesaid suit forthem.

Thomas J. Keating.

ANSWER OF GUARDIAN "AD LITEM".  
Filed July 19th, 1926.

Carroll F. Lverage,  
et. al.

VS

William Lverage, Infant, et al.

In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 2652.

To the Honorable, the judges of said Court:-

The answer of William Lverage, Infant, Elizabeth Lverage, Infant and Franklin Lverage, Infant; all under twenty one years of age, by Ezekiel M. Forman, their Guardian to the Bill of Complaint of Carroll F. Lverage, 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 19th day of July in the year nineteen hundred and twenty six, 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 aforegoing answer are true to the best of his knowledge and belief.

B. Hackett Turner  
Clerk of Circuit Court.

NOTICE TO TAKE TESTIMONY.

Carroll F. Leverage,  
Annie M. Clough,  
Edythe M. Machamer,  
Lillian V. Burris and  
Marion L. Leverage.

VS

William Leverage,  
Infant, Elizabeth  
Leverage, Infant  
and Franklin Leverage, Infant.

In the Circuit Court

for

Queen Anne's County

In Equity.

Cause No. 2652.

To E. M. Forman, Guardian "Ad Litem" for Infant Defendants.

Notice is hereby given that I will take testimony before one of the standing examiners of this Court on Saturday, August 21st, at 10:00 o'clock A. M. to support the allegations of said Bill.

Edwin H. Brown, Jr.  
Solicitor for Complainants.

I hereby admit service of the above notice and consent that testimony shall be taken before one of the examiners of this Court on August 21st, 1926 to support the allegations of said Bill.

Ezekiel M. Forman.  
Guardian "Ad Litem".

DEPOSITIONS.  
Filed Aug. 21st, 1926.

Carroll F. Leverage,  
Annie M. Clough,  
Edythe M. Machamer,  
Lillian V. Burris and  
Marion L. Leverage.

VS

William Leverage,  
Infant, Elizabeth  
Leverage, Infant  
and Franklin Leverage,  
Infant.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Cause No. 2652.

To the Honorable, the Judges of said Court:-

Pursuant to a Notice on the guardian ad litem served by the counsel for the plaintiff and by agreement between said counsel and guardian ad litem that testimony should be taken before one of the Examiners for this Honorable Court on August 21st, 1926, the subscriber, one of the regular examiners for this Court, did attend at the office of Edwin H. Brown, Jr. in the town of Centreville, Queen Anne's County, Maryland at the hour of ten o'clock A. M. on August 21st, 1926 and in the presence of counsel and Guardian Ad Litem proceeded to take the following testimony, to wit:

James W. Anderson a witness of lawful age, produced upon the part of the Plaintiff being duly sworn deposes and says:

Int. 1. State your name, age, residence and occupation.

Ans. 1. J. W. Anderson, 60 years old, Church Hill, Maryland, I am a Justice of the Peace.

Int. 2. Did you know William F. Leverage and if year state whether he is living or dead?

Ans. 2. Yes, I was personally acquainted with him and he is dead.

Int. 3. When did he die?

Ans. 3 April 10, 1926.

- Int. 4. What real estate did he own at the time of his death, if any state where it was situated?
- Ans. 4. The real estate that I know he owned was situated in Church Hill on the West side of Agnes Street. This property consists of a house and four acres of land. The house is a two story frame dwelling. The outbuildings consist of carriage house and stable, blacksmith shop, and sheds.
- Int. 5. In your judgment, what is the fair value of the property?
- Ans. 5. In my opinion I would consider the property was reasonable at \$1500.00.
- Int. 6. Did William F. Leverage leave any will as far as you know?
- Ans. 6. Not that I know.
- Int. 7. Did or not William F. Leverage leave a wife and any children or grand children surviving him? If so will you please give the names of each and their ages and where they now reside?
- Ans. 7. I know that William F. Leverage left a son Carroll F. Leverage, who is over twenty one, and a daughter, Annie M. Clough, who lives in Philadelphia, Carroll F. Leverage lives in Queen Anne's County, he left a widow, Marian L. Leverage who lives in Queen Anne's County, he left a widow, Marian L. Leverage who lives in Queen Anne, he had a daughter, Ida Carey who is dead and who I understand left some children, I don't know their names or residences. He had a son William Kenneth Leverage, who is dead and who left some infant children, who live in Kent County.
- Int. 8. I am going to read to you the names of the parties to the suit; Will you state if these parties are the widow, children and grand children of William F. Leverage whom you have named in your previous answer?
- Aug. 8. Those that I have named are parties that you have read to me.
- Int. 9. Can or not the real estate of which the said William F. Leverage died seized or possessed be divided among those who are entitled to same without loss or injury to them? Please give your reasons for your answer.
- Ans. 9. It could not be. Simply because it would divide up the property into such small pieces as to make none of them of any value, and in my judgment it would be to the interest of all concerned and also to their advantage if this property was sold and the money got for the property divided among those entitled to it.

Examinder's Special Interrogatory.

Ans. No, sir, I do not.

Test

M. B. Bordley.

J. W. Anderson

James W. Anderson.

Edythe M. Machamer a witness of lawful age, produced upon the part of the Plaintiff being duly sworn deposes and says:

- Int. 1. State your name, age, residence and occupation.
- Ans. 1. Edythe M. Machamer, age 32, Clayton, Delaware, housewife.
- Int. 2. Did you know William F. Leverage and if yea state whether he is living or dead?
- Ans. 2. Yes, I knew him, he was my grandfather, and he is dead.
- Int. 3. When did he die?
- Ans. 3. April 10, 1926.
- Int. 4. What real estate did he own at the time of his death, if any state where it was situated?
- Ans. 4. Yes, he did. It was in Church Hill and consisted of a house and lot.
- Int. 5. In your judgment, what is the fair value of the property?
- Ans. 5. I don't know much about it but think \$1500.00 is a fair figure.
- Int. 6. Did William F. Leverage leave any will as far as you know?
- Ans. 6. No, sir, not that I know of.

Int. 7. Did or not William F. Leverage leave a wife and any children or grand children surviving him? If so will you please give the names of each and their ages and where they now reside?

Ans. 7. He left a son, Carroll F. Leverage who is over twenty one years of age and lives in Queen Anne's County, he left a daughter, Annie M. Clough who is over twenty one years of age and lives in Philadelphia, a widow, Marion L. Leverage who is over twenty one and lives in Queen Anne's County. He left two grandchildren, Edythe M. Machamer, who is myself, who is over twenty one who resides at Clayton, Delaware and Lillian V. Burris, my sister, who is over twenty one and lives at Richardson Park, Delaware. My sister and I are the children of Ida Carey, who was a daughter of William F. Leverage. He left three other grand children, who are the children of William Kenneth Leverage, a son who died in nineteen hundred and twenty two, the names of these grandchildren and ages are as follows:

William Leverage, 17 years  
Elizabeth Leverage, 15 years  
Franklin Leverage, 11 years and they all reside in

Kent County, Maryland.

Int. 8. I am going to read to you the names of the parties to the suit. Will you state if these parties are the widow, children and grand children of William F. Leverage whom you have named in your previous answer?

Ans. 8. Yes, the parties named in the Bill of Complaint are all the parties to this suit.

Int. 9. Can or not the real estate of which the said William F. Leverage died seized or possessed be divided among those who are entitled to same without loss or injury to them? Please give your reasons for your answer.

Ans. 9. No, sir, I think the best way to do and that which would be to the advantage of all would be to sell it and divide the money.

Examiner's Special Interrogatory.

Ans. I do not.

Test: Edythe M. Machamer.

M. B. Bordley.

Carroll F. Leverage a witness of lawful age, produced upon the part of the Plaintiff being duly sworn deposes and says:

Int. 1. State your name, age, residence and occupation.

Ans. 1. Carroll F. Leverage, age 47, residence of Queen Anne's County, occupation Farmer.

Int. 2. Did you know William F. Leverage and if yea state whether he is living or dead?

Ans. 2. Yes, sir, I knew him, he was my father and he is dead.

Int. 3. When did he die?

Ans. 3. April 10, 1926.

Int. 4. What real estate did he own at the time of his death, if any state where it was situated?

Ans. 4. Yes, he owned a house and lot situated in Church Hill. The lot contains around four acres of land improved by a two sotry frame dwelling and many outbuildings.

Int. 5. In your judgment, what is the fair value of the property?

Ans. 5. In my judgment this property is worth \$1500.00.

Int. 6. Did William F. Leverage leave any will as far as you know?

Ans. 6. He did not.

Int. 7. Did or not William F. Leverage leave a wife and any children or grand children surviving him? If so will you please give the names of each and their ages and where they now reside?

Ans. 7. Yes, he left a widow, Marion L. Leverage, who resides in Queen Anne's County, a son, Carroll F. Leverage, who is myself, resident of Queen Anne's County, a daughter, Annie M. Clough, resident of Philadelphia, and two grand children, Edythe M. Machamer and Lillian V. Burris, who are the children of a deceased daughter, Ida Carey, these last two residing in Delaware, all of the above are over twenty one years of age. Ida Carey died about 1908. He left three other grand children who were the children of William Kenneth Leverage, a son

who died in 1922. The names of these grand-children are William Leverage age about seventeen, Franklin Leverage, who is about eleven, and Elizabeth Leverage who is fifteen. All of these reside in Kent County. My father had only four children.

Int. 8. I am going to read to you the names of the parties to the suit. Will you state if these parties are the widow, children and grand children of William F. Leverage whom you have named in your previous answer?

Ans. 8. Yes, these parties to the suit that you have read me are the widow, children and grand children of William F. Leverage.

Int. 9. Can or not the real estate of which the said William F. Leverage died seized or possessed be divided among those who are entitled to same without loss or injury to them? Please give your reasons for your answer.

Ans. 9. It could not for the simple reason that this property is so small that it couldn't be divided with a show of getting them anything at all, and I think that the best way and that way which would be to the advantage of all concerned would be to sell the property and have the money divided among those entitled to it.

Examiner's Special Interrogatory.

Ans. No.

Test  
M. B. Bordley

Carroll F. Leverage.

There being no more witnesses and neither side desiring further time for the propounding of interrogatories and for the production of evidence, your examiner herewith closes the within testimony and certifies that he was engaged two days in taking same making the costs chargeable to the Plaintiff as follows:

1 Witness fee	.75
Examiner's fee	<u>8.00</u>
Total	\$8.75

As witness my hand seal, this twenty first day of August in the year nineteen hundred and twenty six.

Madison B. Bordley (SEAL)

Examiner.

DECREE  
Filed Sept. 1st, 1926.

Decree in the Circuit Court of Queen Anne's County.

Carroll F. Leverage, et. al.

Plaintiffs.

VS.

William Leverage, Infant, et. al.

In The  
CIRCUIT COURT

For

QUEEN ANNE'S COUNTY, IN EQUITY.

Cause No. 2652.

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

It is thereupon, this first day of September in the year 1926 by Thomas J. Keating, Judge of 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 house and lot situate, lying and being in the Second Election District of Queen Anne's County in the town of Church Hill on the south side of New Street and running from New Street to the Mill Pond containing three and one half acres more or less, being the same property which was owned by the late William F. Leverage be sold and that the money arising therefrom by be divided among those entitled thereto.

136812

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 corporate surety or sureties to be approved by this Court, or the said Clerk, in the penalty of fifteen hundred Dollars 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 installments, 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 to be 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 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.

Thomas J. Keating.

CERTIFIED COPY OF BOND.

Filed Sept. 23rd, 1926.

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

KNOW ALL MEN BY THESE PRESENTS, that we, Edwin H. Brown, Jr of Queen Anne's County, State of Maryland, and the New Amsterdam Casualty Company, a body corporate of the State of Maryland, duly authorized by its charter to become sole surety on bonds are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen hundred dollars, 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 third day of September, in the year nineteen hundred and twenty six.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date the first day of September, in the year nineteen hundred and twenty six and passed in a cause in said Court whereon Carroll F. Leverage et al. are Plaintiffs and William Leverage, Infant, et al, are defendants being Cause No. 2652 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 in the  
Presence of:

Lida Hopkins.

Test: H. E. Price.

Edwin H. Brown, Jr. (SEAL)

The New Amsterdam  
Casualty Company of  
Maryland.

By

McKenney & Price. Seal's  
Attorney in fact. Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-  
Security approved and Bond filed Sept. 23rd. 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. 250 a Bond record book for Queen Anne's County. In testimony whereof I herento subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of Sept. in the year 1926.

Seal's  
Place.

B. Hackett Turner,  
Clerk.

REPORT OF SALE  
Filed Sept. 29th, 1926.

Carroll F. Leverage,  
et. al.

VS

William Leverage,  
Infant, et. al.

In the Circuit Court

for

Queen Anne's County

In Equity, Cause No. 2652.

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 advertisement in the Centreville Record, a newspaper printed and published in Centreville, Queen Anne's County for more than three successive weeks before the day of sale, he did pursuant to said notice, attend in front of the Court House door in the town of Centreville, on Tuesday, September 28, 1926, at one thirty o'clock P. M. and then and there proceed to sell said real estate as follows to wit:

Your Trustee offered at public sale to the highest bidder, All that house and lot situated lying and being in the Second Election District of Queen Anne's County in the village of Church Hill on New Street and running back to the Mill Pond and containing three and one half acres of land, more or less, and being the same property which was conveyed to the late William F. Leverage by one Margaret A. Smith and others. Improvements consist of a two -story Frame Dwelling, a carriage house and stable, blacksmith's shop, sheds and other outbuildings, and sold same to Marion L. Leverage at and for the sum of fifteen hundred and twenty five dollars, she being then and there the highest bidder therefor.

Your Trustee further reports that Marion L. Leverage paid the full purchase money of fifteen hundred and twenty five dollars in cash.

Your Trustee files herewith a certificate of advertisement marked "Exhibit No. 1" as part of this Report.

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 twenty ninth day of September 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 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.

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

Notary  
Public  
Seal.

Lida Hopkins.  
Notary Public.

N I S I

Carroll F. Leverage  
et. al.

VS.

William Leverage,  
Infant, et. al.

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

CHANCERY NO. 2652.

ORDERED, This 29th day of September A. D., 1926, 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 30th 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 20th day of October next.

The Report states the amount of sales to be \$1525.00.

B. Hackett Turner Clerk.

Filed Sept. 29th, 1926.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI.  
Filed March 2nd, 1927.

ORDER NISI

Carroll F. Leverage, et. al.

vs.

William Leverage, infant, et. al.

In the Circuit Court for Queen Anne's County, In Equity, Chancery No. 2652.

ORDERED, This 29th day of September A. D. 1926, 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 30th day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of October, next.

The Report states the amount of sales to be \$1525.00..

B. HACKETT TURNER, Clerk.  
True Copy  
Test: B. HACKETT TURNER, Clerk.  
Filed, Sept. 29th, 1926.



## THE CENTREVILLE RECORD

Centreville, Md., Mar. 2n. 1927

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the order nisi in the case of Carroll F. Leverage et. al. vs. Wm. Leverage et. al. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of four successive weeks before the 20 day of Oct in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

FINAL ORDER OF COURT  
RATIFYING SALE.  
Filed Sept. 14th, 1927.

## FINAL ORDER OF RATIFICATION.

Carroll F. Leverage,  
et. al.

VS

William Leverage,  
Infant, et. al.

In the Circuit Court

for

Queen Anne's County,

In Equity, Cause No. 2652.

ORDERED, this 3rd day of March, 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 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.

Thomas J. Keating

Filed Sept. 14th, 1927.

CERTIFICATE OF PUBLICATION  
OF ADVERTISEMENT OF SALE.  
Filed Sept. 29th, 1927.

## TRUSTEE'S SALE OF VALUABLE

## REAL ESTATE

Under and by virtue of a Decree in the Circuit Court for Queen Anne's County, in Equity, passed in the case of Carroll F. Leverage, et. al. vs. William Leverage, Infant, et. al., Cause 2652, the undersigned, as trustee named therein will offer at public sale in front of the Court House Door in the town of Centreville, Md., on Tuesday, September 28, 1926, at one thirty o'clock, P. M.

ALL THAT HOUSE AND LOT situate, lying and being in the Second Election District of Queen Anne's County in the village of Church Hill on New Street and running back to the Mill Pond and containing  $3\frac{1}{2}$  acres of land, more or less, and being the same property which was conveyed to the late William F. Leverage by one Margaret A. Smith and others.

Improvements consist of a two-story FRAME DWELLING, a carriage house and stable, black-smith's shop, sheds and other buildings.

TERMS OF SALE: 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 at the expense of the purchaser.

EDWIN H. BROWN, JR., Trustee.  
J. Elmer Anthony, Auct.

## THE CENTREVILLE RECORD

Centreville, Md., September 29, 1926

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Trustees Sale in the case of Carroll F. Leverage, et. al. vs. William Leverage, Infant 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 28th day of September in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

REPORT AND ACCOUNT OF THE AUDITOR.  
Filed February 17th, 1928.

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

Carroll F. Leverage et al.,  
vs.  
William F. Leverage, et al.

Cause No. 2652.

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 had under the examinder and from his return that William F. Leverage who is mentioned in the proceedings as the owner at the time of his death on April 10, 1926, of the property reported sold in this cause left at the time of his death as his heirs at law the following names of persons:

Marion L. Leverage, his widow;  
Carroll F. Leverage, his son;  
Annie M. Clough, his daughter;  
Edythe M. Machamer, and Lillian V. Burris, his granddaughter, the children of Ida Carey, his daughter, who pre-deceased him; William Leverage, Elizabeth Leverage and Franklin Leverage, his grandchildren, the children of William Kenneth Leverage, his son, who pre-deceased him.

That the said Marion L. Leverage, his widow, inherited from her husband one undivided third part of said land and is therefore entitled to one third of the net amount of the sale; that both Carroll F. Leverage and Annie M. Clough are each entitled to one fourth of two thirds of the net sale; that the three children of the said William Kenneth Leverage are each entitled to one third of one fourth of two thirds of the net sale.

That in the within account Edwin H. Brown, jr., is the trustee making the sale, is charged with the gross amount of the sale made and reported by him and he is then thereout allowed his commissions for making the sale per rule of court, the court costs of the cause per bill of costs made by the Clerk, the amount paid to the auctioneer for selling the property and the costs of advertising the notice of sale, order nisi thereon and the costs of his bond with corporate surety in accordance with his vouchers exhibited to the auditor, the costs of advertising the order nisi to be passed as to this account and the fee of the auditor.

That the amount of the gross sale remaining after these allowances is the net sale and the same is divided and distributed by the within account among the heirs of the said William Kenneth Leverage according to the plan of distribution above mentioned.

That the auditor respectfully calls the attention of the court to the fact that the children of William Kenneth Leverage are all infants under legal age.

Respectfully submitted.

February 17, 1928.

Madison Brown.  
AUDITOR.

Cause 2652.

The proceeds of the sale of the real estate of Carroll F. Leverage and others as heirs at law of William F. Leverage, deceased, made in this cause, in account with Edwin H. Brown, jr., trustee appointed by the decree of this cause to make said sale.

		Cr.	
1926	28 Sept.	By gross amount of the sale made, per report of sale filed, to wit: sum of	\$ 1,525.00

		Dr.	
"	"	To Edwin H. Brown, jr., trustee making sale for his commissions for so doing, sum of	\$98.75
		To do., for following court costs of this cause per bill of costs of clerk:	
		Costs of B. H. Turner, clerk,	\$27.50
		Appear. fee of E. H. Brown, jr.,	10.00
		Fee of guardian ad litem,	4.00
		Fees of sheriff of Kent. Co.,	1.80
		Costs of M. B. Bordley, examiner,	8.00
		Fees of witnesses,	<u>.75</u>
			52.05
		To do., for amount paid auctioneer for crying sale per receipt of J. E. Anthony exhibited, sum of . . . . .	15.00
		To do., for costs of advertising in Centreville Record notice of sale and order nisi thereon per accounts receipted exhibited, sum of . . . . .	33.25
		To do., for the costs of advertising the order nisi to be passed as to this report and account, sum of . . . . .	3.00
		To do., for the amount to be paid Madison Brown for stating this account, sum of . . . . .	9.00
		To do., for the costs of his bond filed herein due to the corporate surety thereon per accounts exhibited, to wit: sum of . . . . .	<u>20.00</u>
			\$231.05
		To balance carried forward, to wit:	<u>1,293.95</u>
			\$1,525.00     \$ 1,525.00

Cause 2652.

		Cr.	
		By balance brought over: . . . . .	\$ 1,293.95

		Dr.	
		To Marion L. Leverage, widow of William F. Leverage, 1/3 of said balance, to wit: sum of	\$431.31
		To Carroll F. Leverage, son of William F. Leverage, 1/4 of 2/3 of said balance, to wit: sum of	215.66
		To Annie M. Clough, daughter of William F. Leverage, 1/4 of 2/3 of said balance, to wit: sum of	215.66
		To Edythe M. Machamer, granddaughter of William F. Leverage, 1/2 of 1/4 of 2/3 of said balance, sum of	107.83
		To Lillian V. Burris, granddaughter of William F. Leverage, 1/2 of 1/4 of 2/3 of said balance, sum of	107.83

To William Leverage, infant, grandson of William F. Leverage, 1/3 of 1/4 of 2/3 of said balance, sum of	\$ 71.88	
To Elizabeth Leverage, infant, granddaughter of William F. Leverage, 1/3 of 1/4 of 2/3 of said balance, sum of	71.89	
To Franklin Leverage, infant, grandson of William F. Leverage, 1/3 of 1/4 of 2/3 of said balance, sum of	71.89	
		-----
Amount distributed, to wit: sum of . . . . .	\$1,293.95	\$1,293.95

February 17, 1928.

-----  
Madison Brown  
auditor.

NISI RATIFICATION OF AUDIT

Carroll F. Leverage  
et. al.

VS.

William Leverage,  
et. al.



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

CASE NO. 2652.

ORDERED, This 17th day of February in the year nineteen hundred and twenty eight that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of March 1928; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of March 1928 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner      Clerk.

Filed February 17th, 1928.



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

I hereby certify that on this 17 day of July, in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, duly commissioned and qualified, personally appeared John T. Jeffers and Mary Jane Jeffers, his wife, and did each acknowledge the foregoing Deed to be their respective act and Deed. In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year first above written.

Notary  
Public  
Seal.

John F. Stokes  
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. #5, folio 453 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 July, A. D.. nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND  
Filed July 19th, 1926.

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

KNOW ALL MEN BY THESE PRESENTS, that we, William O. Thomas, of Queen Anne's County, in the State of Maryland, and the New Amsterdam Casualty Company, a body corporate, of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand dollars, to be paid to the said State or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents-sealed with our seals and dated this seventeenth day of July, in the year of our Lord one thousand nine hundred and twenty six.

WHEREAS, the above bounden William O. Thomas, under a Deed of Trust from John T. Jeffers and Mary Jane Jeffers, his wife, dated the 17th. day of July, 1926, duly executed and acknowledged according to law, granted and conveyed, bargained and sold, assigned and released unto the said William O. Thomas, certain property as therein referred to and described in Trust upon certain terms and conditions named and set forth and declared in said Deed of Trust mentioned in the proceedings in the case of The Trust Estate of John T. Jeffers now pending in the Circuit Court for Queen Anne's County, in Equity.

Now, the Condition of the above Obligation is such that if the above bounden William O. Thomas do and shall well and faithfully perform the trust reposed in him by said Deed of Trust, or that may be reposed in him by any future decree or order in the premises, then the above obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and  
delivered in the  
presence of  
J. H. C. Legg  
Attest: J. H. C. Legg.

William O. Thomas (SEAL)  
New Amsterdam Casualty Company  
By McKenney & Price.  
Attorney in fact. Seal's  
Place.

And on the back of the foregoing Bond was thus endorsed, to wit:  
Security approved and Bond filed July 19th. 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. 233 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 19th. day of July,  
in the year 1926.

Seal's  
Place.

B. Hackett Turner  
Clerk.

PETITION FOR THE COURT TO  
ASSUME JURISDICTION OF THE  
TRUST, AND ORDER OF COURT  
AND NOTICE TO CREDITORS.  
Filed July 29th, 1926.

In the Matter of the Trust Estate  
of  
John T. Jeffers.

IN THE  
Circuit Court For  
Queen Anne's County, In  
Equity, Cause No. 2656.

To the Honorable, the Judges, of said Court:

The petition of William O. Thomas, Trustee, in the above entitled Cause, to Your  
Honors, respectfully states:-

(1) That John T. Jeffers, of Queen Anne's County, State of Maryland,  
on the 17th. day of July, in the year, 1926, executed unto your Petitioner a Deed  
of Trust, granting, conveying, bargaining, selling, assigning and releasing unto your  
Petitioner, all the property and estate of the said John T. Jeffers of every kind and  
description and character, in Trust upon certain conditions, as will fully appear by  
reference to a certified copy of the said Deed of Trust filed in this Cause.

(2) That your Trustee has filed with the Clerk of this Court, in this  
Cause an approved Bond in the penalty of Five Thousand Dollars, for the faithful per-  
formance of the Trust reposed in him, as Trustee, under the aforesaid Deed of Trust,  
and now your Trustee is desirous that this Honorable Court shall assume Jurisdiction  
of said Trust Estate, and direct him in the execution of said Trust.

(3) That your Petitioner is required as Trustee by the terms of said  
Deed of Trust, after converting the assets of the said Trust Estate into money, and  
after paying the expenses of the Trust, as set forth in said Deed of Trust, to apply  
the proceed of the Trust Estate, as in said Deed of Trust set forth.

(4) That the said John T. Jeffers is indebted unto sundry persons,  
firms, and corporations, upon various obligations and claim and in various amounts,  
which at present your Petitioner is unable to ascertain or state with any degree of  
certainty, and in order that he may properly and faithfully perform the Trust re-  
posed in him, to the Creditors of the said John T. Jeffers should be required to file  
their claims with the proper vouchers attached thereto in this Trust Estate.

Your Petitioner, therefore prays:-

(1) That this Honorable Court assume jurisdiction of the said Trust Estate mentioned  
in this Peition and direct him in the execution of the Trust reposed in him by the  
Deed of Trust herein before mentioned.

(2) That an order may be passed by this Court giving Notice to all Creditors of the  
said John T. Jeffers to file their respective claims with the proper vouchers attach-  
ed thereto with the Clerk of this Court on or before a day to be named in said Order.

And as in duty bound, will ever pray, etc.,

J. H. C. Legg  
Solicitor for William O. Thomas, Trustee.

136812

ORDER OF COURT:

---

UPON THE AFOREGOING PETITION, it is ordered on this 29th day of July, in the year, nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of the said Court, that JURISDICTION of the Trust created by the Deed of Trust referred to in the foregoing Petition, be, and the same is hereby taken and assumed by the said Court, and the same will be executed and performed under ITS orders and directions; and it is further ordered that the said William O. Thomas, Trustee, cause to be duly published the following Order of this Court giving Notice to the Creditors of the said John T. Jeffers to file their respective claims, as is in said Order fully set forth and stated.

Wm. H. Adkins  
JUDGE

NOTICE TO CREDITORS:

IN THE MATTER OF THE  
Trust Estate of  
John T. Jeffers.

In The Circuit Court for  
Queen Anne's County, In  
Equity, Cause No. 2656.

ORDERED, this 29th day of July, in the year, nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of the said Court, that the CREDITORS OF JOHN T. JEFFERS, and all others claiming any interest in the estate and property, or the proceeds of the sale thereof, granted and conveyed, and assigned by the Deed of Trust of the said JOHN T. JEFFERS to William O. Thomas, Trustee, for the purposes in said Deed stated and declared, be and they are hereby required and directed to file their said claims with the proper vouchers attached thereto with the Clerk of the Circuit Court for Queen Anne's County, Maryland, on or before the sixth day of December next; provided a copy of this Order be published in some newspaper printed and published in Queen Anne's County, Maryland, once in each of Four successive weeks before the first day of September next.

W. H. Adkins.

Filed July 20th, 1926.

CERTIFICATE OF PUBLICATION  
OF NOTICE TO CREDITORS

NOTICE TO CREDITORS

IN THE MATTER OF THE TRUST ESTATE  
OF JOHN T. JEFFERS

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CAUSE NO. 2656.

Ordered, this 29th day of July, in the year, nineteen hundred and twenty-six, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, that the creditors of John T. Jeffers, and all others claiming any interest in the estate and property, or the proceeds of the sale thereof, granted and conveyed, and assigned by the Deed of Trust of the said John T. Jeffers to William O. Thomas, Trustee, for the purposes in said Deed stated and declared, be and they are hereby required and directed to file their said claims with the proper vouchers attached thereto with the Clerk of the Circuit Court for Queen Anne's County, Maryland, on or before the sixth day of December, next; provided a copy of this order be published in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the First day of September, next.

Wm. H. Adkins.  
True copy-Test:  
B. Hackett Turner, Clerk.  
Filed July 20th, 1926.

THE CENTREVILLE OBSERVER

Centreville, Md., April 22, 1929

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Notice to Creditors in the Matter of the Trust Estate of John T. Jeffers Case #2656 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 First day of September in the year 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

REPORT OF SALE  
Filed Sept. 2nd, 1926.

In The Matter of the  
Trust Estate of John T. Jeffers.

IN THE CIRCUIT COURT  
For  
Queen Anne's County,  
In Equity, Cause No.

2656.

To the Honorable, the Judges, of the Circuit Court, for Queen Anne's County, in Equity,

The Report of William O. Thomas, TRUSTEE, of John T. Jeffers, under and by virtue of the power of sale contained in the Deed of Trust for the benefit of the Creditors of John T. Jeffers to the said William O. Thomas, dated the 17th. day of July, in the year, 1926, and Recorded among the Land Record Books for Queen Anne's County, in Liber B. H. T. NO. 5 folios 453 etc., a certified copy of which is filed among the papers in this Cause and asked to be taken as a part of this Report of Sale, did make sale of that part of the real estate described in the said Deed of Trust which is hereinafter set out in this Report, respectfully shows:

(1) That after giving Bond with security approved by the Clerk of this Court and filed with him in these proceedings on the 19th. day of July, in the year, 1926, previous to the day of sale, for the faithful performance of the Trust reposed in him by the aforesaid Deed of Trust, or which may be reposed in him by any future order or Decree in the premises, and after giving at least three weeks previous Notice of the Time, place, manner and Terms of sale by advertisement inserted in the Centreville Observer a Newspaper printed and published in Queen Anne's County, State of Maryland, before the day of sale, as will appear by a certified Copy of the Advertisement herewith annexed to this Report of Sale, and asked to be taken as a part hereof, and after having complied with all the other prerequisites, as required by law, by the said Deed of Trust, your TRUSTEE did pursuant to said Notice and advertisement attend in person in front of the Court house Door in the Town of Centreville, in said Queen Anne's County, in the said State of Maryland, on TUESDAY, August, 31st. in the year 1926, at the hour of TWO O clock P. M. and did then and there proceed to sell said Real estate in said Deed of Trust mentioned, and as hereinafter described and set out, in manner following that is to say:

Your Trustee offered at Public Sale to the highest bidder, the following real estate, described in the annexed Advertisement, to Wit: All of that Valuable Farm or Tract, parts of Tracts, or Parcels of Land, situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, adjoining the lands formerly owned by the late George H. Snitcher, on the North, the lands of Joseph E. George on the East the lands of Sarah E. Pierce on the South, and what was formerly the Sudler lands and others on the West, and known as "THE RED HOUSE FARM", and containing 163 acres of Land more or less, together with a TRACT OF WOODLAND, detached from the above TRACT containing about 27 Acres of land more or less, both tracts being fully described in the Deed from Eugene H. Foster to the said John T. Jeffers in the Deed bearing date the 2nd. day of July, in the year, 1904, and recorded in Liber J. E. G. No. 8 folios 478 etc., One of the land Record Books for Queen Anne's County, Maryland, at so much for the entire farm, and not by the acre, the purchaser to pay this years Taxes, and interest on deferred payments from day of sale and to get the Landlords part of the Corn Crop for this year, with the rights of an ingoing tenant as to pitching crops this fall, and your Trustee sold the above described real estate to one Franklin L. Powell, at and for the sum of FIFTY ONE HUNDRED DOLLARS (\$5100.00), he being then and there the highest bidder at and for the sum of fifty one hundred dollars; and your Trustee reports to this Honorable Court that the Purchaser has paid by check the one third Cash, to wit the sum of Seventeen Hundred Dollars, and that he will pay the balance in cash on the final ratification of this Sale by this Honorable Court.

All of which is respectfully submitted by

J. H. C. Legg  
Solicitor for Trustee.

Wm. Otho Thomas

TRUSTEE

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

I hereby certify that on this 2nd day of September, in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, duly and legally commissioned and qualified, personally appeared William O. Thomas, TRUSTEE, as above set forth, and made oath in due form of Law that the matters and things stated and set out in the foregoing Report of Sale, are true to the best of his knowledge and belief, and that the sale herein reported was fairly and bona fide made. In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

Notary  
Public  
Seal.

John F. Stokes  
Notary Public.

N I S I

In the Matter of the  
Trust Estate of John T. Jeffers

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

CHANCERY NO. 2656.

ORDERED, This 2nd. day of September A. D., 1926, that the sale of the real estate made and reported in this cause by William O. Thomas Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th 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 5th day of October next.

The Report states the amount of sales to be \$5100.00.

B. Hackett Turner Clerk

Filed September 2nd, 1926.

CERTIFICATE OF ADVERTISEMENT OF SALE  
Filed September 2nd, 1930.

TRUSTEE'S SALE OF A  
VALUABLE FARM  
in Queen Anne's County,  
Maryland.

The undersigned, as the trustee of John T. Jeffers, under and by virtue of the power of sale contained in the Deed of Trust for the benefit of creditors from John T. Jeffers to William O. Thomas, bearing date the 17th day of July, in the year, 1926, and recorded among the Land Record Books of Queen Anne's County, Maryland, in Liber B. H. T. No. 5, folios 453, etc., will sell at public auction, in front of the Court House door in the town of Centreville, in Queen Anne's County, Maryland, on Tuesday Aug. 31, 1926 at 2 o'clock p. m.

ALL OF THAT VALUABLE FARM, or tract, parts of tracts, or parcels of land, situate, lying and being in the Seventh Election District, of Queen Anne's County, Maryland, adjoining the lands formerly owned by the late George H. Snitcher, on the North, the lands of Joseph E. George on the East, the lands of Sarah E. Pierce on the South, and what was formerly the Sudler lands and others on the West, and known as "The Red House Farm" and containing 163 ACRES OF LAND more or less, together with a TRACT OF WOODLAND detached from the above tract containing about 27 ACRES OF LAND, more or less, both tracts being fully described in the deed from Eugene H. Foster to the said John T. Jeffers, in deed bearing date July 2nd, 1904, and recorded in Liber J. E. G. No. 8, folios 478, etc., one of the Land Record Books for Queen Anne's County, Maryland.

This farm is improved by a good comfortable DWELLING HOUSE, in good condition, barns, stable and other necessary outbuildings, in good shape. This farm is under good fencing, and the land is of good quality, well adapted to the growth of all kinds of crops, and is productive, and under a good state of cultivation.

TERMS OF SALE-One third of the purchase money in cash at time of sale and the balance in two equal installments in six and twelve months from the day of sale, or all cash at the option of the purchaser, the deferred payments to bear interest from the day of sale and to be secured by the notes or bonds of the purchaser with security approved by the undersigned trustee. Title papers at the expense of the purchaser. Further and more detailed particulars made known on day of sale.

W. O. THOMAS,  
Trustee of John T. Jeffers.  
J. H. C. LEGG,  
Attorney for Trustee.  
J. Elmer Anthony, Auctioneer.



## THE CENTREVILLE OBSERVER

Centreville, Md., September 1 1926

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale in the case of John T. Jeffers Trust Estate (William O. Thomas, Trustee), 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 week before the 31st day of August in the year 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

CERTIFICATE OF PUBLICATION OF ORDER NISI  
Filed March 5th, 1927.

N I S I

IN THE MATTER OF THE TRUST  
ESTATE OF JOHN F. JEFFERS  
IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY

CHANCERY NO. 2656.

Ordered, this 2nd day of September, A. D., 1926, that the sale of the real estate made and reported in this cause by William O. Thomas, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th 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 5th day of October, next.

The Report states the amount of sales to be \$5100.00.

B. HACKETT TURNER, Clerk.  
True Copy-Test:  
B. HACKETT TURNER, Clerk.  
Filed September 2nd, 1926.

THE CENTREVILLE OBSERVER.

Centreville, Md., March 5, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the cause of Trust estate of John T. Jeffers 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 Oct. in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

FINAL ORDER OF RATIFICATION

FINAL ORDER OF RATIFICATION.

ORDERED by the CIRCUIT COURT for QUEEN ANNE'S COUNTY, in EQUITY this 16th day of March, nineteen hundred and twenty seven, that the sale of the REAL ESTATE made and reported by WILLIAM O. THOMAS, TRUSTEE of John T. Jeffers, aforesaid, in this 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 as required by the ORDER NISI heretofore passed in the said Cause; and the TRUSTEE is allowed the commissions named in the aforesaid Deed of Trust, and such proper expenses as he shall produce vouchers for to the Auditor.

THOMAS J. KEATING.

SECOND REPORT OF SALE  
Filed Apr. 25th, 1928.

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

In the Matter of the Trust Estate )  
of ) Cause No. 2656.  
John T. Jeffers. )

To the Honorable, the Judges of said Court:

The report of William O. Thomas, trustee named in the deed of trust from John T. Jeffers to him, the said William O. Thomas, dated July 17, 1926, and recorded among the land record books of Queen Anne's County, in Liber B. H. T. No. 5, fol. 53, unto Your Honors respectfully sets forth:

That a certified copy of said deed of trust has heretofore been filed in the proceedings of said cause and the trust created by said deed is in course of the administration in this court.

That as will appear by reference to said deed of trust the said John T. Jeffers conveyed thereby inter alia a tract of land described as follows:

All that lot or tract of land called or known as "The Denby Lot" situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Sudlersville to Church Hill adjoining a tract called the "Sedge Field" and also the land of Samuel Crossley and containing thirteen acres of land, more or less; being the land described in said deed of trust as "Parcel No. 3", and for which the said John T. Jeffers at the time of said deed of trust had not procured a deed of the Honorable Thomas J. Keating from whom the said John T. Jeffers purchased said, but for which your trustee, the said William O. Thomas has procured a deed to him as representing the said John T. Jeffers under said deed of trust and which deed bears date, March 17, 1928, and is intended to be filed for record among the land record books of said county.

That as will appear from said deed of trust the said John T. Jeffers did thereby empower your trustee, the said William O. Thomas, to sell said land upon such terms as he, your trustee, in the exercise of his judgment should deem right and proper.

That in exercise of the power and authority so conferred by said deed of trust upon your trustee, he, the said William O. Thomas, has sold said land at private sale unto Albert Jeffers and Bessie Jeffers, his wife, as tenants by the entirety and not as tenants in common and for the sum of nine hundred dollars to be paid in cash upon the ratification of said sale by this Honorable Court.

That your trustee in his judgment deems said purchase money to be as much if not more than said property would bring at public sale after newspapers advertisements; that in the judgment of your trustee the sale so made is for the reason stated and for the further reason that the costs incidental to public sale will be saved; that this sale which secures a purchaser for the amount stated without that uncertainty usual to public sales is one which makes for the interest and advantage of all parties interested in the purpose of the deed of trust and therefore should be ratified and approved.

That therefore your trustee reports said sale to this Honorable Court for its ratification.

Which is respectfully submitted.

WILLIAM O. THOMAS  
trustee.

State of Pennsylvania, County of Philadelphia SCT:

I hereby certify that on this 19th day of April in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for the County of Philadelphia, aforesaid, personally appeared William O. Thomas, trustee, 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 said sale was fairly made.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my seal Notarial the day and year above written.

May B. McCormick  
NOTARY PUBLIC

May B. McCormick  
Notary Public  
My Commission Expires  
March 7th, 1929.



N I S I

In the Matter of the  
Trust Estate of  
John T. Jeffers.

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

CHANCERY NO. 2656.

ORDERED, This 25th. day of April, A. D., 1928, that the sale of the real estate made and reported in this cause by William O. Thomas, Trustee in the Second Report of Sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th. day of May next.

The Report states the amount of sales to be \$900.00.

B. HACKETT TURNER, Clerk.

Filed Apr. 25th. 1928.

CERTIFICATE OF PUBLICATION OF ORDER NISI  
Filed July 14th, 1928.

NISI

IN THE MATTER OF THE TRUST  
ESTATE OF JOHN T. JEFFERS  
IN THE  
CIRCUIT COURT FOR QUEEN  
ANNE'S COUNTY, IN  
EQUITY.

CHANCERY NO. 2656.

Ordered, This 25th day of April, A. D., 1928, that the sale of the real estate made and reported in this cause by William O. Thomas, Trustee, in the Second Report of Sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of June, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of May, next.

The Report states the amount of sales to be \$900.00.

B. HACKETT TURNER, Clerk.  
True Copy-Test:  
B. HACKETT TURNER, Clerk.  
Filed April 25th, 1928.

THE CENTREVILLE OBSERVER

Centreville, Md., July 14 1928

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Trust Estate of John T. Jeffers a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 30th day of May in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

ORDER OF COURT  
Filed July 16th, 1928.

Ordered by the Circuit Court for Queen Anne's County, in Equity this 16th day of July, nineteen Hundred and twenty eight, that the sale of the real estate made and reported by William O. Thomas, Trustee of John T. Jeffers aforesaid in this cause be and the same is hereby finally ratified and confirmed, no cause to the con-

trary having been shown although the notice appears to have been given as required by the order nisi heretofore passed in the said Cause.

Filed July 16th, 1928.

THOMAS J. KEATING

To the Honorable, the Judges of said Court:

We, the undersigned, do hereby certify unto Your Honors, that we are acquainted and well know the land and premises described in the foregoing report of sale of William O. Thomas, trustee of the estate of John T. Jeffers; that we are acquainted with the values of the real estate in the neighborhood of the location of said land; that in our judgment the sum of nine hundred dollars is a good price for said land, and that sale at public auction would not in our judgment realize more money than nine hundred dollars, if as much, and for that reason in our judgment the sale of said land for cash at that price would be of interest and advantage to all parties interest in the estate of John T. Jeffers, passing under his deed of trust to William O. Thomas.

JAMES T. KNOTTS

C. F. METCALFE

PRESTON LEE

W. F. PHILLIPS

PETITION SUGGESTING THE DEATH OF  
WILLIAM O. THOMAS, the Trustee,  
AND PRAYING FOR THE APPOINTMENT OF  
A NEW TRUSTEE IN HIS PLACE.  
Filed Oct. 3rd, 1928.

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

In the Matter of the Trust Estate  
of John T. Jeffers. )

Cause 2656. (

To the Honorable, the Judges of said Court:

The petition of J. H. C. Legg unto Your Honors respectfully sets forth:

1. That William O. Thomas, the trustee named in the proceedings of the above entitled cause, died on August 31, 1928, and the office of trustee of said cause is now vacant.
2. That the said William O. Thomas in his life time filed no account of the money received by him.
3. That from the beginning of the trust down to the day of the death of the said William O. Thomas, your petitioner has acted as attorney for the said William O. Thomas, prepared and filed the bond and reports of sale and other papers that have been filed by the said trustee in said cause.
4. That your petitioner is, therefore, thoroughly familiar with the trust estate and the several matters thereof from the beginning of the trust down to the present day.
5. That your petitioner feels that there is no one better qualified because of his knowledge of the state of affairs of the trust to complete the trust of this cause; that at the time of the death of the said William O. Thomas that your petitioner as his attorney was ready to submit the papers of the cause to the auditor for a distribution of the money among the creditors of the said John T. Jeffers.

That for the reason stated your petitioner respectfully prays the court to appoint him trustee to complete the trust in the place and stead of William O. Thomas, deceased.

Respectfully submitted,

J. H. C. Legg

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

I hereby certify that on this 3rd. 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 J. H. C. Legg, and he did make oath in due form of law that the matters and things stated in the foregoing petition are true and bona fide as therein stated.

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

To the Honorable, the Judges of said Court:

William Hubert Temple by Madison Brown, as his attorney, represents to the court that he is a large creditor of the said John T. Jeffers, and that he is willing to and request the appointment of J. H. C. Legg as trustee in the place of William O. Thomas.

Madison Brown  
Attorney for Wm. Hubert Temple.

The foregoing petition has been read and considered.

It is thereupon, and upon the assent thereto on this 6th day of October in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decree that J. H. C. Legg of Queen Anne's County aforesaid, be and he is hereby appointed trustee of the trust estate of John T. Jeffers in course of administration in the above entitled cause in the place and stead of William O. Thomas, original trustee, now dead; that before the said J. H. C. Legg shall proceed to act as said trustee, he shall first, file with the clerk of the Circuit Court for Queen Anne's County his bond to the State of Maryland executed in the penal sum of Six thousand dollars if the sureties on said bond be corporate, and in the penal sum of Twelve thousand dollars if the sureties be personal, for the faithful performance of the trust reposed on him by the order or which may be reposed to him by any future order in the premises; and it is further ordered that the said J. H. C. Legg, be and he is hereby authorized, empowered and directed to assume the control of the trust estate of the said John T. Jeffers or the proceedings of said trust estate, which were in the hands of the said William O. Thomas at the time of his death or standing to his credit as trustee of the estate of said John T. Jeffers.

Filed Oct. 6th, 1928.

Thomas J. Keating.

CERTIFIED COPY OF BOND  
Filed Feb. 27th, 1929.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty seventh 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, John H. C. Legg of Queen Anne's County, in the State of Maryland, and the New Amsterdam Casualty Company, a body corporate, of the State of 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 six thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty seventh day of February, in the year nineteen hundred and twenty nine.

WHEREAS one John T. Jeffers and Mary Jane Jeffers, his wife, did on the 17th. day of July, 1926, execute and acknowledge according to law granted and conveyed bargained and sold assigned and released unto one William O. Thomas certain property as therein referred to and described in TRUST upon certain terms and conditions named and set forth therein and declared in said deed of trust mentioned in the proceedings in the case of The Trust Estate of John T. Jeffers No. 2656 now pending in the Circuit Court for Queen Anne's County, in Equity.

AND WHEREAS on the 31st. day of August, 1928, the said William O. Thomas, departed this life without having completed the closing of the said Trust Estate, no account having been filed; or distribution of the trust funds having been made;

AND WHEREAS it was necessary that the Trustee be appointed in the place and stead of the said William O. Thomas, the dead Trustee, to complete and finish and wind up the said Trust Estate;

AND WHEREAS on sixth day of October, 1928, upon the Petition of J. H. C. Legg, and the assent thereto of one of the largest creditors the said J. H. C. Legg was appointed Trustee of the Estate of John T. Jeffers, in Course of Administration in the place and stead of William O. Thomas, original Trustee, now dead; and that before he shall proceed to act as said Trustee, he shall first file with the Clerk of the Circuit Court for Queen Anne's County, his Bond to the State of Maryland, executed in the penal sum of six thousand dollars, if the surety on said Bond be corporate, and in the penal sum of twelve thousand dollars, if the sureties on said Bond be personal, for the faithful performance of the trust reposed in him by this Order, or which may be reposed in him by any future order in the premises;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT if the above bounden J. H. C. Legg do and shall well and truly and faithfully perform the trust reposed in him by said Order of Court passed in this estate on the sixth day of October, in the year 1928, and by said deed of Trust, 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 Martin Reed.

J. H. C. Legg (SEAL)  
New Amsterdam Casualty Co.  
McKenney & Price. Seal's  
Attorney in fact. Place

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

Security approved and Bond filed February 27th., 1929.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 6 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 27th. day of February, in the year 1929.

B. Hackett Turner  
Clerk.

PETITION ASKING THAT PAPERS  
BE REFERRED TO A SPECIAL  
AUDITOR AND ORDER OF COURT  
THEREON.  
Filed February 27th, 1929.

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

In the Matter of the Trust Estate  
of John T. Jeffers. )

( Cause No. 2656.

To the Honorable, the Judges of said Court:

The petition of J. H. C. Legg, trustee of the trust in the administration in the above entitled cause, unto Your Honors respectfully sets forth:

That Madison Brown, the auditor of this court, represents the judgment claim of William Hubert Temple filed in the above matter against the estate of John T. Jeffers and has also been rendering your petitioner as trustee services of an attorney in the matter, and is, therefore, disqualified from acting as the auditor in the audit to be made in the above case.

Your petitioner, therefore, prays Your Honors to pass an order referring the papers of the cause to a special auditor with instructions to state and return to this court whatever accounts may be necessary between the trust estate and W. O. Thomas, the former trustee and J. H. C. Legg, the present trustee.

Respectfully submitted.

J. H. C. Legg, trustee.

Ordered, by the Circuit Court for Queen Anne's County, in Equity, upon the foregoing petition on this 27th day of February in the year nineteen hundred and twenty nine, that the papers of the above entitled cause be and they are hereby referred to Edwin H. Brown, Jr., as special auditor, with instructions to him to state and return to this court whatever account may be necessary between the proceeds of the trust estate of this cause and W. O. Thomas, the deceased trustee, and the proceeds of the trust estate of this cause and J. H. C. Legg, the present trustee.

Thomas J. Keating.

Filed Feb. 28th, 1929.

THE PETITION OF J. H. C.  
LEGG FOR SETTLEMENT OF COMMISSIONS  
BETWEEN HIM AND WILLIAM O. THOMAS,  
FORMER TRUSTEE, AND FOR ATTORNEY'S  
FEE.

Filed June 11th, 1929.

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

In the Matter of the Trust Estate of John T. Jeffers.  
Cause 2656.

To the Honorable, the Judges of said Court:

The petition of J. H. C. Legg, the present trustee of the above cause, unto Your Honors respectfully sets forth:

1. That William O. Thomas, the trustee named in the deed of trust filed in this Court, accepted the trust and filed on July 17, 1926, the bond required of him as such trustee.

2. That while the said W. O. Thomas was trustee, he, as trustee, performed the following acts:

- |  |              |
|--|--------------|
| 1. He made sale at public auction of the farm of the said John T. Jeffers and filed his report of said sale and collected the purchase money thereof amounting to                  | \$5100.00    |
| 2. That he collected the sale of a wheat crop amounting to   | 220.45       |
| 3. That he sold the personal property of William Jeffers upon which the said John T. Jeffers had a lien and received for the benefit of the creditors of the said John T. Jeffers, | 611.40       |
| 4. That he collected from a cancelled fire insurance policy,   | 35.76        |
| 5. That he collected interest on the sale of the farm to the amount of   | 136.00       |
| 6. That he collected interest on sale of personal property to the amount of  | <u>13.52</u> |
| Total collected by W. O. Thomas,   | \$6,117.13   |

3. That he sold at private sale the real estate of the said John T. Jeffers called "The Demby Lot" and filed on April 25, 1928, his report of said sale, which shows the amount of sale to be

\$ 900.00
<u>7,017.13</u>

4. That he did not receive in his life time the proceeds of the sale of the said Demby Lot.

That the total trust estate will be \$7017.13.

5. That it appears that he made in his life time on behalf of the trust estate the following disbursements out of the trust funds so received by him:

- |  |       |
|--|-------|
| 1. He paid the costs of advertising the sale, the order nisi thereon, and the notice to creditors in the Centreville Observer, | 90.25 |
| 2. He paid the auctioneer for crying the sale of the land and of the personal property,  | 50.00 |
| 3. That he paid the taxes due by the said William J. Jeffers for year, 1926, amounting to                                      | 45.20 |

- |  |              |
|--|--------------|
| 4. That he paid the taxes on the said Demby Lot for year, 1926,                              | 12.31        |
| 5. That he paid taxes on the said Demby Lot for year, 1927,                                  | 13.24        |
| 6. That he paid for the renewal of the insurance policy on the property of the trust estate, | 3.00         |
| 7. That he paid two premiums on his bond amounting to  | <u>83.33</u> |

6. That he filed no report of said disbursements, but your trustee has obtained knowledge of these disbursements from the papers of the said W. O. Thomas.

7. That the said W. O. Thomas employed your petitioner as his attorney and your petitioner acted as the attorney of the said W. O. Thomas from the time he accepted the trust until the time of the death of the said W. O. Thomas on August 31, 1928.

8. That your petitioner, as the attorney of the said W. O. Thomas, prepared the bond filed by the said W. O. Thomas, the advertisement of sale of the farm and the report of sale in relation thereto filed by the said W. O. Thomas, the second report of sale for the sale of the Demby Lot and filed the same for the said W. O. Thomas.

9. That he prepared and filed the petition of the said W. O. Thomas asking the Court to assume jurisdiction of the trust and he prepared the order of the court passed thereon.

10. That he prepared the advertisement of the sale of the farm of the said John T. Jeffers and he attended the sale with W. O. Thomas and conducted the sale for him.

11. That he prepared the advertisement of the sale of the personal property of the said John T. Jeffers and attended the sale and clerked at the sale for the said W. O. Thomas; that in addition to these matters he gave advice to the said W. O. Thomas and spent a great deal of time in consultation with him.

12. That the said W. O. Thomas has now on deposit in his name as trustee for this trust estate the sum of \$5,407.35.

13. That as will appear from the proceedings of this cause your petitioner has been appointed trustee in the place of the said W. O. Thomas, and the duty and responsibility of collecting the proceeds of the sale of the Demby Lot yet unpaid and the duty and responsibility of disbursing the trust money among the creditors of the said John T. Jeffers will fall upon your trustee.

14. That the papers of the cause have been referred to a special auditor with instructions to state and return to this Court an account or audit between the trust estate and W. O. Thomas, and one between the trust estate and your petitioner as trustee.

15. That your petitione realizes that these accounts or audits cannot be properly stated until the Court has determined what proportion of the commissions of seven per cent provided for in the deed of trust shall be allowed to the said W. O. Thomas, and what proprtion thereof shall be allowed to your petitioner, and what fee will be allowed your petitioner for legal services performed in the life time of the said W. O. Thomas above set forth.

16. Your petitioner is advised and feels that he should be allowed a part of the commissions provided for in the deed of trust as well as a reasonable counsel fee for services rendered W. O. Thomas and to be rendered by him as attorney during the settlement of the trust.

Your petitioner, therefore, prays Your Honors to pass an order determing what part of the commissions provided for in the deed of trust shall be allowed your trustee, what part of the said commissions shall be allowed your trustee for the services rendered and to be rendered by him as trustee, and what fee shall be allowed him for legal services rendered W. O. Thomas and to be rendered in the closing of the trust estate.

Respectfully submitted.

J. H. C. LEGG  
trustee.

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

I hereby certify that on this 11th 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 aforesaid, personally appeared J. H. C. Legg, above named, and he 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.

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

Filed June 11th, 1929.

Order of Court.

The foregoing petition has been read and considered by the Court.

It is thereupon on this 15th day of June in the year nineteen hundred and twenty nine, adjudged, ordered and decreed by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, as follows:

1. That in the account or audit to be stated between William O. Thomas, trustee, and the trust funds of the above entitled cause by the special auditor heretofore appointed to state said account, that W. O. Thomas, the former trustee of this cause, be and he is hereby allowed 1/2 the commissions provided in the deed of trust for the services rendered by him.
2. That in the account to be stated between the trust funds of this cause and J. H. C. Legg, the present trustee, by the auditor appointed to state said account, that J. H. C. Legg be allowed as his commissions 1/2 the commissions provided in the deed of trust.
3. And that he be allowed as a fee for legal services rendered W. O. Thomas in preparing the deed and necessary papers in procuring title to the Demby Lot and to be deducted from the proceeds of sale thereof the sum of twenty five dollars and a further fee of twenty five dollars for services in taking the proceedings for the appointment of a new trustee.

Thomas J. Keating.

REPORT AND ACCOUNT OF  
SPECIAL AUDITOR.  
Filed June 26th, 1929.

In the Matter  
of the Trust  
Estate of  
John T. Jeffers.



In the Circuit Court for  
Queen Anne's County  
In Equity  
Cause No. 2656.

TO THE HONORABLE THE JUDGES OF SAID COURT:-

The Report of Edwin H. Brown, Jr., Special Auditor appointed in this case unto your Honors respectfully sets forth:-

That your Auditor has stated the account of W. O. Thomas, former trustee of the Trust Estate and in this Account has charged him with the various amounts which appear to have been received by him as said Trustee from the proceeds of the sale of the property sold by him and the amount received from insurance policy amounting to \$5,980.16.

By order of the Court passed in this cause W. O. Thomas has been allowed as commission, one half of seven percent on the sum of \$5,980.16 which was collected by him and on the sum of \$900.00 proceeds of the real estate which went into this Trust Estate. He has also been allowed for the expenses of the Trust but in this Audit there has been no allowance made for Auditor's fees or for publishing of the Audit Nisi or any Clerk's costs which may be due in this estate, these being held to be allowed in another Audit which will have to be stated when a final distribution of the proceedings is made among those entitled to it.

W. O. Thomas has been charged with interest from the sale of the personal estate and also with the sales of the real estate.

That after charging W. O. Thomas with the sum of \$5,980.16 and with the interest of \$149.52 he has been credited with the sum of \$5,407.55 which was the balance in the Sudlersville Bank in the name of W. O. Thomas, Trustee for John T. Jeffers and which was paid over by the said Bank to J. H. C. Legg, the present Trustee, which leaves a balance now due by the state of W. O. Thomas to J. H. C. Legg, the present Trustee, of \$184.19.

Respectfully submitted,

June 26, 1929.

EDWIN H. BROWN, JR.  
Special Auditor.



William O. Thomas as former trustee of the Trust Estate created by John T. Jeffers and in course of administration in above described in account with the said Trust Estate.

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Principal Estate.

Cr.

1926			
31 Aug.	To amount of proceeds of sales of farm of said John T. Jeffers received by said William O. Thomas,	\$ 5100.00	
7 Aug.	To amount of proceeds of sales of a wheat crop received by him,	220.45	
8 Sept.	To amount received by him from sales of personal property of Wm. Jeffers made by Wm. O. Thomas in settlement of claim of John T. Jeffers against said personal property,	623.95	
1927			
May 6	To amount received by Wm. O. Thomas from cancelled policy of insurance issued to John T. Jeffers,	<u>35.76</u>	
	To total principal received		\$ 5,980.16

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Dr.

By $\frac{1}{2}$ of 7 per cent. commissions on \$5980.16 and \$900.00-6880.16, per order of court, to wit:	240.81	
By amounts paid by William O. Thomas as follows:		
To Centreville Observer Publishing Co., for advertising notice to creditors, notices of sales of land and W. J. Jeffer's personal property and order nisi on sales on farm, per receipted account for same,	90.25	
To J. E. Anthony for crying both sales, per his receipt for same, to wit:	50.00	
To F. M. Hunter, County Treasurer, for taxes of 1926, due by Wm. J. Jeffers, per tax account and receipt thereon appears, to wit:	45.20	
To F. Clayton Stevens County Treasurer, for taxes due by John T. Jeffers,		
for year, 1926, \$12.31		
for year, 1927, 13.24		
per tax accounts with receipts thereon exhibited a total of	25.55	
To Kent County Mutual Insurance Company for fire insurance premium on property of John T. Jeffers, per receipt for same,	3.00	
To corporate surety on his bond for first and second years, per accounts for same with receipts thereon appear, the sum of	<u>\$83.33</u>	
Total expenditures,	\$297.33	<u>\$297.33</u>
To balance of principal carried below	<u>\$5980.16</u>	<u>\$5,442.02</u>
		\$5980.16

---

Dr.

Interest.

To amount received as interest from sales of real estate	136.00	
from sales of personal property,	<u>13.52</u>	
Total interest received	\$149.52	\$149.52



## Recapitulation.

1929	1		
June 22nd.	William O. Thomas as late trustee to Trust Estate of John T. Jeffers,		Dr.
	To amount of balance due by him as principal brought from above,	\$5,442.02	
	To amount of interest due by him brought down	<u>149.52</u>	
	To total principal and interest due by William O. Thomas,	\$5,591.54	
	By amount which was in Sudlersville Bank in name of Wm. O. Thomas, Trustee for John T. Jeffers, and which has been paid over by said Bank of J. H. C. Legg, present trustee,	<u>5,407.55</u>	
	To amount of balance now due by said Wm. O. Thomas	\$ 184.19	

EDWIN H. BROWN, JR.  
Special Auditor.

June 26th, 1929.

Filed June 26th, 1929.

## NISI RATIFICATION OF AUDIT.

In the Matter of the Trust Estate of John T. Jeffers.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2656.

ORDERED, This 26th. day of June in the year nineteen hundred and 29 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 20th. day of July 1929; provided a copy of this order be published once a week in each of two successive weeks before the 13th. day of July 1929 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed June 26th. 1929.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT  
Filed Aug. 1st. 1929.

## NISI RATIFICATION OF AUDIT

In the Matter of the Trust Estate  
of John T. Jeffers.

In the Circuit Court for Queen Anne's County, in Equity. Cause No. 2656.

ORDERED, This 26th day of June 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 20th day of July 1929; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of July, 1929, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed June 26th, 1929.



By Order of the Court passed in this cause J. H. C. Legg has been allowed as commission, one-half of seven percent on the sum of \$5,980.16 which was collected by W. O. Thomas and on the sum of \$900.00 being the proceeds of the real estate which went into this trust. He has also been allowed counsel fee amounting to \$50.00 as per Order of this Court. He has also been allowed for the expense of the trust, including Clerk's costs, auditor's fees for stating the account of W. O. Thomas, filed June 26th, 1929 and publishing the audit nisi thereon as well as the auditor's fee for stating this account and publishing the audit nisi thereon.

That your auditor, after allowing for the various items above set forth finds that the net balance in the hands of the trustee for distribution amounts to the sum of \$5,883.54. That your auditor apportioned the costs between the sales of the real estate and the personalty and after doing this finds that the net balance of the proceeds from the real estate amounts to the sum of \$5,174.45 and the net balance of the personalty amounts to the sum of \$709.09. He finds that the net from the real estate is more than sufficient to pay the mortgage bill and judgment liens on said real estate.

That your Auditor then allowed out of the said net proceeds of the real estate the mortgage held by the Sudlersville Bank of Maryland and then the judgments according to their priority. He allowed interest on the mortgage and judgment to August 31st, 1929, the day of sale of the farm. After allowing the mortgage and judgment he finds that there is a balance of \$368.85 applicable to the unsecured claims filed in this cause.

Your auditor finds that with the net proceeds of the personalty of the sum of \$709.09 and the balance from the real estate after paying the mortgage and judgments as above set forth of \$368.85, that there is the sum of \$1,077.94 to be applied to the unsecured claims filed in this cause.

Your auditor finds that the total of unsecured claims filed in this cause and which he finds due under the trust amounts to the sum of \$1,427.13 more than the amount applicable to them. Your auditor therefor apportions the sum of \$1,077.94 among these claims, allowing on each dollar of said claims the sum of .7569 cents.

This audit and the audit filed on June 26th, 1929 dispose of all the assets of the Trust Estate with the exception of the interest received on credit sales, which interest, the auditor understands the trustee should distribute under rule of Court to those entitled thereto.

Respectfully submitted,

Edwin H. Brown, Jr.  
Special auditor.

July 1st., 1929.

The proceeds of the Trust Estate of John T. Jeffers under a Deed of Trust made by him for benefit of his creditors in account with J. H. C. Legg, present Trustee.

Cr.

1929

June 25th.	By amount of principal paid to said J. H. C. Legg by Sudlersville Bank being in said bank in the name of W. O. Thomas, Trustee of John T. Jeffers		\$5,407.55	
	By amount of balance of principal due by said W. O. Thomas per audit filed June 26th, 1929	\$184.19		
	Less interest	149.72	34.47	\$5,442.02
	By amount received from purchase of land sold by W. O. Thomas, per second report of sales, to wit:			900.00
				<u>\$6,342.02</u>

Dr.

To J. H. C. Legg, present trustee 1/2 of 7% commission on \$6880.16, total amount of proceeds of trust estate per order of court:-	240.80	
To do., for the amount allowed for legal services per order of Court	50.00	
To do., for a premium on the bond of W. O. Thomas not paid in his life- time, to be paid to corporate sure- ty on his bond	33.33	
To do., for the premium on the bond of J. H. C. Legg as trustee filed herein, to be paid to the corporate surety on said bond	60.00	
To do., for the costs due B. H. Turner, Clerk, in these proceedings per his statement of costs rendered,	33.35	
To do., for the costs of advertising the Order Nisi on second sale, not paid by W. O. Thomas	5.00	
To do for the costs relative to the audit between this trust and W. O. Thomas, filed June 26th, 1929, as follows:- Costs of advertising Order Nisi on Audit \$3.00	3.00	
Fee to E. H. Brown, Jr., Special Auditor	9.00	12.00
To do., for costs of advertising Order Nisi as to this audit	3.00	
To Edwin H. Brown, Jr., Special Auditor	18.00	
To do. for expenses in clearing title to real estate sold in these proceedings	3.00	
	\$458.48	
To Balance	\$5,883.54	\$6342.02

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By balance brought down		\$5883.54
Sales of Real Estate	\$6,000.00	
Less costs	825.55	\$5,174.45
Sales of Personalty	880.16	
Less costs	171.07	709.09
		\$5883.54

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By balance of sales of Real Estate brought down \$5174.45

To Sudlersville Bank, Assignee  
of Mortgage from John T. Jeffers  
to Eugene H. Foster dated July 2,  
1904 (Liber J. E. G. #6 fol. 74.)  
in full of balance of principal  
due by said mortgage \$1225.00 and  
interest from July 23, 1926, \$6.30,  
the sum of \$1231.30

<u>Holder of</u>	<u>Date</u>	<u>Amount</u>	
<u>Judgment</u>			
Elvira S. George	Aug. 20, 1921	\$80.40	
	Int. from date.	24.16	
Costs	\$2.65		
	10.00		
		<u>12.65</u>	117.21

Harry D. Massey-Apr.24,1922-\$1449.75  
 Int. from date. 378.33  
\$1827.90

Credit 122.26  
\$1705.64  
 Costs } 2.65  
 } 10.00 12.65 1718.29

J. Thomas Nicker-  
 son Mar.10,1925  
 Balance agreed to  
 be taken 150.00  
 Costs 2.65 }  
 1.40 } ---- 9.05 159.05  
 5.00 }

J. L. Tatman  
 W. Hubert Temple,  
 trading as J. L. Tatman  
 & Company June 18,1925 614.00  
 Interest 44.21  
 Costs 2.85 }  
 1.40 } ---- 9.25 \$667.46  
 5.00 }

J. L. Tatman and  
 W. Hubert Temple,  
 trading as J. L.  
 Tatman & Company June 18,1925 497.45  
 Interest 35.82  
 2.85)  
 Costs 1.40) -- 9.25 542.52  
 5.00)

J. Tyson Heather Oct.0,1925 \$377.04  
 Int. to July 9, 1926 16.53  
 393.57  
 Credit 36.85  
 356.72  
 Int. from July 19,1926 2.50  
 \$359.22  
 Costs 10.55 369.77

TOTAL 4805.60  
 BALANCE 368.85 \$5,174.45

By balance of sales of real estate after paying  
 mortgage and judgment liens as per above, brought  
 down \$368.85

By balance of sales of personalty brought down 709.09  
\$1,077.94

By amount applicable to unpreferred claims brought down \$1,077.94

Holder of Claim	Amount	Dividend
J. W. McKnett (Note)	\$225.00	\$170.35
J. W. McKnett(note)	146.05	110.60
Joseph W.Price(note)	26.56	20.15
James T. Knotts(note)	38.75	29.38
C.H.Metcalf(e(account)	65.25	49.43
Joseph W.Price)note	31.00	22.61
J. Thomas Nickerson(acct)	132.25	100.25
Wm. Anderson(note)	118.00	89.36
Frank Green (note)	21.00	15.94
W. D. Roe & Son(Account)	10.44	7.95
Sudlersville Bank of Md. (note)	280.00	211.98
W. W. Morgan (note)	35.00	26.54 use of Sudlersville Bank

Holder of Claim	Amount	Dividend
Wallace & Baxter (note)	125.00	94.66 use of Sudlersville Bank
W. O. Thomas (note)	75.48	57.18 use of Sudlersville Bank
W. O. Thomas (note)	79.35	60.11 use of Sudlersville Bank
Emma Price (note)	6.00	4.59
C.Percy Merrick(note)	9.00	6.86
	<hr/>	<hr/>
	\$1424.13	\$1077.94
		\$1077.94

EDWIN H. BROWN, JR.  
Special Auditor.

July 1st, 1929.

NISI RATIFICATION OF AUDIT

In the Matter of the Trust  
Estate of John T. Jeffers.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CASE NO. 2656.

ORDERED, This 2nd. day of July 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 26th day of July 1929; provided a copy of this order be published once a week in each of two successive weeks before the 19th day of July 1929, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk.

Filed July 2nd, 1929.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT.  
Filed Aug. 1st, 1929.

NISI RATIFACTION OF AUDIT

In the Matter of the Trust Estate of  
John T. Jeffers.

In the Circuit Court for Queen Anne's County In Equity. Case No. 2656.

ORDERED, This 2nd day of July 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 26th day of July, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 19th day of July, 1929, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed July 2nd, 1929.

## THE CENTREVILLE RECORD

Centreville, Md., Aug. 1, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of the Trust Estate of John T. Jeffers in Equity Case No. 2656 a true copy of which is hereto annexed was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 19 day of July in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By. Wm. Purnell Brown.

ORDER OF COURT RATIFYING  
REPORT AND ACCOUNT OF AUDITOR  
Filed Aug. 3rd, 1929.

ORDERED ON THIS third 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 the said Court that the within and foregoing Report and Account of the Special Auditor, appointed by this Court on February 27th. 1929, be and the same is hereby ratified and confirmed, no Cause to the contrary having been shown, although Notice appears to have been given as required by the publication of the Order Nisi Ratification of the Audit, and the Trustee is hereby authorized and directed to pay the several amounts in said account awarded to the several persons to whom the same are therein allowed by the Auditor.

Thomas J. Keating

And the present trustee, J. H. C. Legg, is hereby directed to distribute the interest received on credit sales and to be received to the trustee' commissions, and the claims of the creditors by apportionment.

Thomas J. Keating.

Filed Aug. 3rd, 1929.









1836812

Cause No. 2660.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty sixth day of August, in the year nineteen hundred and twenty six, the following Order to Docket Suit was brought to be recorded, to wit:-

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

Madison Brown, attorney named in mortgage, versus William Johnson and Daisy Johnson, his wife, mortgagors.	) ) ) ) )	Chancery Docket.
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To B. H. Turner, clerk:

Docket suit forwith in accordance with above titling. File in said suit a copy of the mortgage from William Johnson and Daisy, his wife, to E. S. Valliant and Son, dated July 24, 1918, and recorded in Liber J. F. R. No. 1, fol. 221, land record book in your office. Also file in the papers of the suit the bond accompanying this order from Madison Brown as attorney named in said mortgage to sell the mortgaged property in case of default to State of Maryland. Enter my appearance for the plaintiff.

Madison Brown.

CERTIFIED COPY OF MORTGAGE  
Filed Aug. 26th, 1926.

#6616. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the tenth day of September, in the year nineteen hundred and eighteen, the following MORTGAGE was brought to be recorded, to wit:

THIS MORTGAGE, made this twenty fourth day of July, in the year nineteen hundred and eighteen, by William J. Johnson and Daisy Johnson, his wife, of Queen Anne's State of Maryland, parties of the first part, and Edwin S. Valliant and E. Stephens Valliant, co-partners, trading as E. S. Valliant & Son, parties of the second part, also of said County, in the State aforesaid.

Whereas, the said William J. Johnson is justly indebted unto the said parties of the second part in the full sum of nine hundred dollars as evidenced by his promissory note signed also by the said Daisy Johnson as co-maker with the said Willim J. Johnson, heretofore drawn and passed by the said parties of the first part unto the said parties of the second part, for the said sum of nine hundred dollars, bearing the same date as these presents and payable to the order of the parties of the second part in the firm name of E. S. Valliant & Son, months after date at the Church Hill Bank of Maryland; and Whereas the said parties of the first part, in accordance with their agreement made with the said parties of the second part at the time of the making of said debt, desire to secure the payment of the said debt, and the said note given for the same, and the interest thereon to accrue, and each and every renewal thereof the said parties of the second part hereinafter accept of said note, whether in whole or in part.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of one dollar, the said William J. Johnson and Daisy Johnson, his wife, do hereby grant and convey unto the said Edwin S. Valliant and E. Stephens Valliant, co-partners trading as E. S. Valliant and Son, their heirs and assigns, as co-partnership property, all that lot of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the left side of the road called "The New Road" which is a road running from the Church Hill-Ingleside road through the "Big Woods" to the Barclay-Church Hill Road, adjoining the lands of James A. Graham, formerly the Samuel Johnson land, on the south, the land of T. D. Merrick on the west, and the land of Spencer Merrick on the north, and being a part of a tract of land called

"Cook's Lot", and being more particularly described as follows, to wit:

Beginning for the same at a stone at the south west corner of said tract said stone being a corner for said land of said James A. Graham, and being also in the line of the land of said Thomas D. Merrick, and running from said beginning with the land of Thomas D. Merrick North one degree east and one-half of a degree west, twenty four perches; thence north eighty eight degrees east, forty one perches to the public road; thence south thirty two degrees west, thirty one perches; thence south eighty eight degrees west, twenty four perches to the place of beginning, containing five acres of land, more or less; being the same land granted and conveyed unto the said William J. Johnson by Charles Hines and Kate Hines, his wife, by deed bearing date on the thirteenth day of February, nineteen hundred and eleven, and recorded in Liber S. S. No. 9, fols. 463 &.,., a land record book of said county.

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 William J. Jonson, his heirs, executors, administrators or assigns shall well and truly pay to the said Edwin S. Valliant, and Stephens Valliant, co-partners as aforesaid, and unto the survivor of them, or unto their or said survivor's executors, administrators and assigns, the aforesaid described promissory note, and all interest thereon, and each and every renewal of said note, whether in whole or in part, and renewal of a renewal or renewals, whether in whole or in part, which from time to time may be accepted by the said parties of the second part, or their assigns, or the survivor of them, or his assigns, 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 William J. Jonson, his heirs and assigns, shall possess said property.

AND the said William J. Johnson, 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 the said parties of the second part, or their assigns, or said survivor's 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, conditions or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby to be secured and all moneys of the second part, or the survivor of them, or said survivor's executors, administrators or assigns, or MADISON BROWN, Attorney at law, of said county, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as 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, wity 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 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 William J. Johnson, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said parties of the second part, or the survivor of them, or his executors, administrators or assigns, or MADISON BORNW, 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 J. Johnson, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

In testimony whereof the said parties of the first part do hereunto set their hands and affix their seals the day and year first hereinbefore written.

TEST: William Johnson (SEAL)  
John N. Sparks. Daisy Johnson (SEAL)

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

I hereby certify that on this 24th. day of July in the year nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William J. Johnson and Daisy Johnson, his wife, and they did each acknowledge the foregoing mortgage to be their respective act.

John N. Sparks.

Justice of the Peace.

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

I hereby certify that on this 24th day of July in the year nineteen hundred and eighteen before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared E. Stephens, one of the within named mortgagees, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth, and he did further make oath that he is one of the firm of the E. S. Valliant & Sons named in said mortgage as mortgagees.

John N. Sparks

Justice of the Peace.

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

I hereby certify, that the foregoing is truly taken and copied from Liber J. F. R. No. 1, folios 221 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 26th. day of August, A. D. nineteen hundred and twenty six.

Seal's  
Place.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND  
Filed Aug. 26th, 1926.

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

STATE OF MARYLAND, SCT:-

KNOW ALL MEN BY THESE PRESENTS, that, we, Madison Brown, E. Stephens Valliant and Thomas Rigby Valliant, of Queen Anne's County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars, lawful money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and every of us our and every of our heirs, executors, and administrators in the whole, jointly and severally firmly by these presents.

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

WHEREAS default has occurred in the terms, covenants, conditions and provisions contained in a mortgage given by William Johnson and Daisy Johnson, his wife, to E. S. Valliant & Son, dated July 24, 1918 and recorded in Liber J. F. R. No. 1, folio 221, etc. a land record book of Queen Anne's County aforesaid, made to secure the payment of the sum of money therein specified, by reason of the non-payment of the principal debt therein specified; and

WHEREAS the above bound Madison Brown, who is named as attorney in said mortgage, to execute the power of sale therein contained to be exercised in case of such default, is about to make sale of the mortgaged property because of the default above mentioned.

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

Signed, sealed and delivered in the presence of J. Carol Starkey.

Madison Brown. (SEAL)  
E. Stephens Valliant. (SEAL)  
T. R. Valliant. (SEAL)

And on the back of the foregoing Bond was this endorsed, to wit: Security approved and Bond filed Aug. 26th. 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. 240, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th. day of August, in the year nineteen hundred and twenty six.

Seal's Place.

B. Hackett Turner,  
Clerk.

REPORT OF SALE.  
Filed Sept. 1st, 1926.

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

Madison Brown, attorney named in mortgage,  
versus  
William Johnson and Daisy Johnson, his wife,  
mortgagors.

Cause No.  
2660.

To the Honorable, the Judges of said Court:

The report of Madison Brown, attorney named in the mortgage hereinafter mentioned, unto Your Honors respectfully sets forth:

That in the mortgage from William Johnson and Daisy Johnson, his wife, to Edwin S. Valliant and E. Stephens Valliant, co-partners, trading as E. S. Valliant & Son, dated July 24, 1918, and recorded in Liber J. F. R. No. 1, fol. 221, a land record book of said county, made to secure the payment of the sum of money therein specified, the said Madison Brown who is hereinafter called "vendor" is clothed with the power and authority to sell the property mortgaged in case of default in the covenants and provisions of said mortgage.

That pursuant to the notice of sale hereinafter mentioned the said vendor did attend in front of the court house door in the town of Centreville, in Queen Anne's County afore-

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said, on Tuesday, August 31st., 1926, at the hour of two o'clock P. M., and proceeded to make sale of the mortgaged property hereinafter mentioned in the following manner, to wit:

the vendor first read the advertised notice of sale and then through the medium of J. Elmer Anthony as suctioneer offered at public sale to the highest bidder the property mentioned and described in the advertisement of sale and then and there sold said property unto Charles Teat and Rachel Teat, his wife, as tenants by the entireties, they being then and there the highest bidders therefor at and for the sum of five hundred dollars.

That said notice of sale was advertised in The Centreville Record, a newspaper published in said county, for more than twenty days before the day of sale; a copy of the advertisement or notice of sale duly certified to as to publication is filed herewith as part hereof.

That said sale was made after default had occurred in the terms and provisions of said mortgage by reason of the non-payment of the mortgage debt secured by said mortgage and after the vendor had filed with the clerk of this court his bond to the State of Maryland in the penalty of the sum of one thousand dollars bearing the condition required by law for the foreclosure of said mortgage under the power of sale mentioned and said sale was made in execution of the power and authority conferred by said mortgage as aforesaid on said vendor and because of the default in the terms of said mortgage mentioned.

That the property sold consists of all that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the road called "The New Road" branching from the Church Hill-Ingleside Stone Road at Jay Merrick's Corner and leading to the Church Hill-Barclay Road, adjoining the land of James A. Graham, that of Dr. T. D. Merrick and that of Spencer Merrick, and is contained within the following metes and bounds, courses and distances according to the description of the same as contained in said mortgage, to wit:

BEGINNING for the same at a stone in the south west corner of said land and at a corner for the land of James A. Graham and in the line of Dr. Thomas D. Merrick, and running thence with last named land north one degree and one half of a degree west twenty four perches; thence north eighty eight degrees east, forty one perches to said road; thence south thirty two degrees west, thirty one perches and thence south eighty eight degrees west, twenty four perches to the place of beginning, containing five acres of land, more or less.

That the said mortgaged property is also called or is known by the name of "The William Johnson Property".

The purchasers have paid unto the vendor the sum of one hundred dollars on account of the purchase money above mentioned and have stated their intention to pay the balance of the money on ratification of the sale.

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 first day of September in the year nineteen hundred and twenty six, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown above named attorney and vendor and he did make oath in due form of law that the matter and things set forth in the foregoing report of sale are true as therein stated to the best of his knowledge and belief and that the sale therein mentioned was fairly made.

B. Hackett Turner, Clerk:

CERTIFICATE OF PUBLICATION  
OF SALE.  
Filed Sept. 1st, 1926.

MORTGAGE SALE  
of  
HOUSE AND LOT.

Default having occurred in the terms of a mortgage from William Johnson and Daisy Johnson, his wife, to E. S. Valliant and Sons, dated July 24, 1918, and recorded in Liber J. F. R. No. 1, fols. 221 & land record book of Queen Anne's County, the undersigned, as attorney named in said mortgage to sell the mortgaged

property in case of such default, will sell at public sale to the highest bidder, in front of the Court House door in the town of Centreville, Maryland, on Tuesday, Aug. 31, 1926 at the hour of 2 o'clock, P. M.

All that lot of land called "The Will Johnson Property", situate on the road called "The New Road" branching from the Church Hill-Ingleside Stone Road at Jay Merrick's corner, and leading to the Church Hill-Barclay Road, adjoining the land of James A. Graham, Dr. T. D. Merrick and Spencer Merrick and containing 5 ACRES OF LAND more or less.

The lot is improved by a frame DWELLING HOUSE in good condition, with two large rooms down and 3 nice rooms up, and with a kitchen attached.

The property is located about 100 yards from the Stone Road mentioned.

TERMS OF SALE:-one half of the purchase money in cash on day of sale and balance in six months from day of sale, with interest. Possession given on day of sale. Further particulars made known on day of sale.

MADISON BROWN,

Attorney named in Mortgage.

THE CENTREVILLE RECORD

Centreville, Md., Sept. 1st, 1926

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Madison Brown vs. Wm. Johnson & Daisy Johnson 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 four successive weeks-1st. insertion Aug. 4/26 before the 31 day of Aug. in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I

Madison Brown  
Atty named in mortgage

VS.

William Johnson and Daisy Johnson,  
his wife, mortgagors.

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

CHANCERY No. 2660.

ORDERED, This 1st. day of September A. D., 1926, 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 6th. 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 6th. day of October next.

The Report states the amount of sales to be \$500.00.

B. Hackett Turner Clerk.

Filed Sept. 1st, 1926.



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CERTIFICATE OF PUBLICATION  
OF ORDER NISI.  
Filed Jan. 15th, 1927.

ORDER NISI

Madison Brown, Attorney named in Mortgage

VS.

William Johnson and Daisy Johnson,  
his wife, mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2660.

ORDERED, This 1st day of September A. D., 1926, that the sale of the real estate made and reported in this cause by Madison Brown, Attorney named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of 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 6th day of October next.

The Report states the amount of sales to be \$500.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed Sept. 1st, 1926.

THE CENTREVILLE RECORD

Centreville, Md., Jan. 10, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the order nisi in the case of Madison Brown, atty named in mtg. vs. Wm. Johnson & Daisy Johnson, mortgagors, Cause #2660 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 6th day of October in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

STATEMENT OF MORTGAGE DEBT.  
Filed Jan. 15th, 1927.

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

Madison Brown, attorney named in mortgage,	(	
versus	)	Cause
William Johnson and Daisia Johnson, his wife,	(	No.
mortgagors.	)	2660.

Statement of the Debt due under the  
Mortgage mentioned in this cause.

William Johnson and Daisai Johnson, his wife, to Edwin S.  
Valliant and E. Stephens Valliant, co-partners trad-  
ing as E. S. Valliant & Son,

Dr:

To the amount of the balance debt due under and by the mort-  
gage mentioned in the proceedings of this cause, being  
the mortgage from the said William Johnson and Daisai  
Johnson, his wife, to Edwin S. Valliant and E. Stephens  
Valliant, co-partners, trading as E. S. Valliant & Son,  
on January 7, 1925, the date upon which the parties had  
an accounting, . . . . . \$ 802.12

To interest due thereon from said date to August 31, 1926, day of sale:	<u>75.40</u>
	\$ 877.52
To attorney's commissions of collection per terms of the mortgage,	<u>43.86</u>
To amount due on day of sale, to wit:	\$ 920.38

In addition to the said amount the mortgagors are due and owing under said mortgage unto the mortgagees for costs of fire insurance obtained and paid Oct. 1, 1925, \$13.10 and to certain taxes paid by them on the mortgaged property, a statement of which will be furnished if necessary at or prior to the stating of the audit.

State of Maryland, Queen Anne's County, SCT I hereby certify that on this 11th day of January, nineteen hundred and twenty six, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared E. Stephens Valliant, surviving partner of the late co-partnership between him and Edwin S. Valliant under the name of E. S. Valliant & Son, one of the mortgagees named in the mortgage above mentioned and described, and he did make oath in due form of law that the above is a true statement of the indebtedness due under and by said mortgage, to the best of his knowledge and belief.

B. Hackett Turner

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

ORDER OF COURT RATIFYING SALE  
Filed Jan. 15th, 1927.

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

Madison Brown, attorney named in mortgage,

vs.

William Johnson and Daisy Jonson, his wife.

Cause No. 2660.

Ordered, this 15th. day of January, nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, in Equity, that sale of the mortgaged real estate of William Johnson and Daisy Johnson, his wife, mortgagors, made by Madison Brown as attorney named in the mortgage from them to E. S. Valliant & Son reported and described in the within and foregoing report of sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi heretofore passed in this cause in relation to said sale. And the papers of the above cause are hereby referred to Madison B. Bordley special auditor, with instructions to state and return to this court an account between the proceeds of said sale and Madison Brown aforesaid.

Thomas J. Keating.

Filed Jan. 15th, 1927.





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Cause No. 2671.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fifth day of October, in the year nineteen hundred and twenty six, the following Bill of Complaint was filed for record, to wit:

Thomas H. Callahan, Junior,  
Plaintiff,

vs.

Thomas H. Callahan, III  
Martha C. Callahan,  
Defendants.

In the Circuit Court  
for

Queen Anne's County, in  
Equity. Chancery #

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That Thomas H. Callahan, Senior, late of Queen Anne's County, deceased, the father of your Orator, departed this life in or about the month of January in the year nineteen hundred and twenty three, seized and possessed, among other real estate, of the real estate described as follows:

All that tract or parcel of land, situate in the town of Queenstown, in The Fifth Election District of Queen Anne's County, State of Maryland, on the right or north side of the street or road leading from Centreville through said town of Queenstown to Kent Island and adjoining the property of the Queenstown Bank of Maryland, improved by a garage building now in the occupancy of Clinton B. Baker, being the same and all of the land and improvements conveyed to the said Thomas H. Callahan, Senior, by deed dated December twenty second, nineteen hundred and twenty one, from Thomas H. Callahan, Junior, and Harry C. Reynolds and recorded among the land records of Queen Anne's County aforesaid in Liber J. F. R. No. 8 folio 115 etc., a certified copy of this deed is filed herewith as a part hereof, marked Plaintiff's Exhibit "A".

2. That the said Thomas H. Callahan, Senior, departed this life leaving a last will and testament, bearing date the 23rd. day of September, in the year nineteen hundred and eighteen, (and duly executed to pass title to real estate) which has 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 304 etc., a will record book for Queen Anne's County, a certified copy of which said last will and testament is herewith filed and marked "Exhibit B", and is prayed to be taken as a part of this Bill of Complaint.

3. That as will appear by reference to Item 3 of said last will and testament, all of the real estate of which the testator died seized and possessed, and of which the real estate described in Paragraph 1. of this Bill of Complaint is a part, was by said testator, Thomas H. Callahan, Senior, devised to the testator's son, Thomas H. Callahan, Junior, your Orator, for and during the term of his natural life and no longer, and from and after his death, to his children or their descendants living at the time of his, your Orator's, death.

4. That, as will appear by reference to Item 8 of said last will and testament, the said testator directed that his wife, Annie E. Callahan, who survived said testator, should take such interest in his, the testator's real estate, as she should be entitled to by law if he should have died intestate.

5. That upon the death of said testator and pursuant to the direction in said Item 8 of said last will and testament the testator's widow, Annie E. Callahan, the mother of your Orator, became entitled to and possessed herself of an undivided one third interest in all the real estate of said testator, including the real estate mentioned and described in paragraph 1. of this Bill of Complaint.

6. That the said widow, Annie E. Callahan, departed this life in or about the year nineteen hundred and twenty four, leaving a last will and testament and codicils thereto, bearing date the twenty first day of October, in the year nineteen hundred and twenty four, (and duly executed to pass title to real estate) which have been admitted to probate by the Orphans' Court of Queen Anne's County, and are now of record in the office of the Register of Wills of said County in Liber W. T. B. No. 2 folio 109, a will record book for Queen Anne's County, a certified copy of which said last will and testament and of said codicil is herewith filed and marked "Exhibit C", and is prayed to be taken as a part of this Bill of Complaint.

7. That as will appear by reference to Item 6 of said last will and testament, the testator, Annie E. Callahan, devised to her son Thomas H. Callahan, Junior, in fee simple, all of her "undivided one third interest and estate of, in and to" the lot or parcel of land described in paragraph 1. of this Bill of Complaint.

8. That at the death of Thomas H. Callahan, Senior, your Orator possessed himself of an undivided two thirds interest and estate for life in and to the real estate mentioned and described in Paragraph 1. of this Bill of Complaint; and at the death of Annie E. Callahan, your Orator possessed himself of an undivided one third interest and estate, in fee simple, in and to the real estate mentioned and described in Paragraph 1. of this Bill of Complaint, and has since that time continued in possession and control of same.

9. That your Orator has only one child, Thomas H. Callahan III, who is an infant of tender years and who resides with him in Queen Anne's County.

10. That the defendnant, Martha C. Callahan, is the wife of your Orator and is residing with him in Queen Anne's County.

11. That the property mentioned and described in Paragraph 1. of this Bill of Complaint is a public garage property upon which the taxes and insurance rates are high; that deterioration on such property is rapid and consequently the expenses of upkeep are great; that owing to conditions in the locality in which said property is located it is not always possible to keep same tenanted; and that, even when tenanted, the rents and profits arising therefrom are small, as is usually the case with properties of this kind in small towns; and that therefore the life tenant, of the undivided two thirds interest, your Orator, is not getting a fair return on the investment in the property and is unable to preserve the property for the benefit of the remaindermen, and that owing to the character of the property it is not susceptible of division or partition in kind without irreparable damage resulting thereto; and your Orator avers and charges that he is entitled to the interposition of this Honorable Court and that it is advantageous to all parties concerned that the garage property be sold and the proceeds of sale invested under order of this Court to enure to the benefit of the same parties and in like manner as by said last will and testament of Thomas H. Callahan, Senior, is provided.

12. To the end therefore:-

(1) That the said real estate mentioned and described in this Bill of Complaint may be sold and the proceeds of sale invested for the benefit of the parties to this suit, according to their respective rights under the aforesaid last will and testament of said Thomas H. Callahan Senior, deceased.

(2) That your Orator may have such other and further relief as his cause may require.

May it please your Honors to grant unto your Orator the writ of subpoena against the defendant, the said Thomas H. Callahan III and against the defendant, the said Martha C. Callahan, directed to the Sheriff of Queen Anne's County, commanding them, the said Thomas H. Callahan III and the said Martha C. Callahan, to be and appear in this Court on some certain day to be named therein to answer the premises and to abide and perform such decree as may be passed therein.

And as in duty bound, etc.

THOMAS. J. KEATING, JR.  
ATTORNEY FOR PLAINTIFF.

\_\_\_\_\_  
PLAINTIFF.

PLAINTIFF'S EXHIBIT "A".  
Filed Oct. 25th, 1926.

#9015. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty third day of December, in the year nineteen hundred and twenty one, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twenty second day of December, in the year nineteen hundred and twenty one, by Thomas H. Callahan, Jr. and Harry C. Reynolds, of Queen Anne's County, State of Maryland, co-partners trading as Callahan and Reynolds and Faith B. Reynolds, wife of the said Harry C. Reynolds.

WHEREAS the said Thomas H. Callahan, Jr. and Harry C. Reynolds, co-partners trading as Callahan and Reynolds, have sold unto Thomas H. Callahan, Jr., of Queen Anne's County, State aforesaid, the real estate hereinafter mentioned, described and conveyed, at and for the sum of twenty five hundred dollars (\$2500.00).

AND WHEREAS, as a condition precedent to said sale, it was agreed that said Faith B. Reynolds should release and relinquish any and every right of dower or inchoate right of dower, which she may or might have, in said real estate hereinafter described;

NOW THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and of the sum of twenty five hundred dollars, receipt of which is hereby acknowledged, the said Thomas H. Callahan Jr. and Harry C. Reynolds, for themselves and each of them individually, and for themselves as co-partners trading as Callahan and Reynolds, and the said Faith B. Reynolds, wife of said Harry Reynolds, do hereby grant and convey unto the said Thomas H. Callahan, Sr., in fee simple, all that lot, part of a lot or parcel of land improved by a iron clad building occupied as a garage and automobile repair shop, situate, lying and being in the town of Queenstown, adjoining the lands of Henrietta E. Perry, Samuel C. Coursey and the land of the Queenstown Bank of Maryland of which the land herein conveyed was formerly a part and more particularly described by metes, bounds, courses and distances, as follows:

BEGINNING for the same, at a post or stone planted on the edge of the concrete street or road leading through said Queenstown from Centreville to Kent Island, at a point where the land herein conveyed corners with the land of Henrietta E. Perry, and running thence with said road or street North eighty seven degrees West, sixty seven feet; thence North fifty five degrees forty five minutes West, two feet and two inches, thence north thirty six degrees fifteen minutes East, one hundred and two feet and six inches to a stake where a stone is to be placed; thence North fifty three degrees fifteen minutes West, ninety three feet to a stake, where a stone is to be placed, along the street leading to the Steamboat Wharf, thence with the said street North thirty seven degrees thirty minutes East, seventy five feet to a post or stone, a corner for this land and the land of Samuel C. Coursey; thence with the said Samuel C. Coursey land south, fifty degrees fifteen minutes east, one hundred and forty feet and nine inches; thence south forty three degrees fifteen minutes west, eighty three feet and eight and five tenth inches; thence south nineteen degrees west, fifty one feet and eight and one half inches to the place of beginning, containing three hundred and twenty six one thousandths (.326) acres of land, more or less, being the same land which was granted and conveyed to the said Thomas H. Callahan, Jr. and Harry C. Reynolds, Co-Partners trading as Callahan and Reynolds, by Deed of The Queenstown Bank of Maryland, said deed bearing date the thirteenth day of June, in the year nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 2, folios 530 &c., a land record book for Queen Anne's County aforesaid, 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.

AND the said Thomas H. Callahan, Jr. and Harry C. Reynolds, Co-Partners trading as Callahan and Reynolds, and Faith B. Reynolds, the wife of said Harry C. Reynolds, also hereby grant and convey unto the said Thomas H. Callahan, Sr., his heirs and assigns, a right of ingress and egress at any and all times to and from the above mentioned and described property, over and through a twelve foot alley or driveway located at the rear of the lot of land of the Queenstown Bank of Maryland upon which the Banking House of said Corporation is situate, said alley or driveway being the same alley or driveway conveyed to the said Thomas H. Callahan, Jr. and Harry C. Reynolds, co-partners trading as Callahan and Reynolds, in said deed of the Queenstown Bank of Maryland, bearing date the thirteenth day of June, in the year Nineteen Hundred and nineteen, and recorded in Liber J. F. R. No. 2, folios 530 &c., one of the Land Record Books for said Queen Anne's County, to which deed special reference is hereby made for a fuller and more complete description of the right of way or driveway hereby conveyed or intended to be conveyed.

Together with buildings and improvements upon the land hereby conveyed or intended to be conveyed, erected and being and all and every the rights, ways, roads, alleys, waters, privileges and appurtenances thereto belonging or in any wise appertaining.

AND the said Thomas H. Callahan Jr. and Harry C. Reynolds for themselves and each of them individually and for themselves as co-Partners trading as Callahan and Reynolds, covenant that they and each of them will warrant specially the said property hereby conveyed and that they will execute such other and further assurances of said land as may be requisite or necessary.

WITNESS the hands and seals of the said Thomas H. Callahan, Jr. and Harry C. Reynolds, copartners, trading as Callahan and Reynolds and the hands and seals of the said Thomas H. Callahan, Jr. and Harry C. Reynolds and Faith B. Reynolds, individually, the within and foregoing named grantors, the day and year first above written.

TEST: Wm. S. Delahay.

Thomas H. Callahan, Jr. (SEAL)  
H. C. Reynolds (SEAL)  
 Co-Partners trading as Callahan  
 and Reynolds.  
 Thomas H. Callahan, Jr. (SEAL)  
 H. C. Reynolds (SEAL)  
 Faith B. Reynolds (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this 22 day of Dec., in the year Nineteen Hundred and twenty one, before me, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Thomas H. Callahan, Jr. and Harry C. Reynolds, co-partners trading as Callahan and Reynolds, and Thomas H. Callahan,

Jr. and Harry C. Reynolds, as individuals, and Faith B. Reynolds, wife of Harry C. Reynolds and each of them acknowledged the foregoing deed to be their respective act and deed.

One 2-dollar and  
one 50-ct. Int.  
Rev. Stamps, endorsed:  
HCR T HC Dec. 22/21

Wm. S. Delahay  
Justice of the Peace.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J. F. R. No. 8, folio 115 etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

In testimony whereof I have hereunto subscribed my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of October, A. D. nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

SUBPOENA FOR THOMAS H. CALLAHAN, 3rd.  
October 25th, 1926.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place Thomas H. Callahan, 3rd. Infant.

OF QUEEN ANNE'S COUNTY, GREETING:

YOUR ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of November next, to answer the complaint of Thos. H. Callahan, Jr. 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 October 1926.  
Issued the 25th. day of October in the year 1926.

B. Hackett Turner Clerk.

Thomas J. Keating.

Solicitor for Plaintiff.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of November next, being the Return Day.

B. Hackett Turner Clerk.

True Copy  
Test: B. Hackett Turner, Clerk.

SUBPOENA FOR MARTHA C. CALLAHAN.  
October 25th. 1926.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's  
Place.

TO Martha C. Callahan.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of November next, to answer the complaint of Thos. H. Callahan, Jr. 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 October 1926.

Issued the 25th. day of October, in the year 1926.

Thomas J. Keating  
Solicitor for Plaintiff.

B. Hackett Turner Clerk

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of November next, being the Return Day.

B. Hackett Turner Clerk.  
True Copy.  
Test: B. Hackett Turner, Clerk.

SUBPOENA FOR THOMAS H. CALLAHAN, 3rd.  
RETURNED SUMMONED.  
Filed Oct. 29th, 1926.

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

Defendant Thos. H. Callahan 3rd. summoned 10/28/26 by reading the within writ to him and leaving copy of same with him and reading, and leaving a copy of, the writ with defendant's mother, Martha C. Callahan.

D. Hawkins Everett Sheriff.

SUBPOENA FOR MARTHA C. CALLAHAN  
RETURNED SUMMONED.  
Filed Oct. 29th, 1926.

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

Defendant Martha C. Callahan summoned 10/28/26 by reading the within writ to her and leaving a copy of same with her.

D. Hawkins Everett.  
Sheriff.

PETITION AND ORDER THEREON  
APPOINTING GUARDIAN AD LITEM  
Filed November 8th, 1926.

Thomas H. Callahan Jr. plaintiff.	"	In the Circuit Court for
vs	"	Queen Annes County in Equity.
Thomas H. Callahan 3rd. infant	"	Chancery # 2671.
Martha C. Callahan defendants.	"	

136812

Petition for appointment of Guardian ad Litem.

To the Honorable the Judges of said Court:

The Petition of Thomas H. Callahan Jr., the plaintiff in the above cause, respectfully represents:

That Thomas H. Callahan 3rd., one of the defendants in said cause, has been duly summoned, but being an infant he cannot answer and defend this suit for himself.

Your petitioner therefore prays your Honors to appoint a guardain ad litem to appear and and answer for said infant.

And as in duty bound, etc.,

Thos. J. Keating, Jr.  
Attorney for petitioner.

State of Maryland, Queen Annes County, to wit:

I hereby certify that on this sixth day of November, in the year nineteen hundred and twenty-six, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Annes County, personally appeared the above named Thomas H. Callahan Jr. and made affirmation in due form of law that the matters and facts in the foregoing petition are true to the best of his knowledge and belief.

S. Katherine Fowler  
Notary Public.

Ordered this 8th day of Oct. 1926, by the Circuit Court for Queen Anne's County, in Equity, upon the foregoing petition and affidavit, that Francis E. Thomas be, and he is hereby appointed guardian ad litem to appear and answer for Thomas H. Callahan 3rd., infant defendant in the above cause.

Lewin W. Wickes.

ANSWER OF THOMAS H. CALLAHAN 3rd  
BY GUARDIAN AD LITEM.  
Filed Nov. 8th, 1926.

Thomas H. Callahan Jr.	"	
plaintiff.	"	In the Circuit Court for
vs	"	Queen Annes County, in Equity.
Thomas H. Callahan 3rd.	"	
infant	"	Chancery #2671.
Martha C. Callahan	"	
defendants.	"	

The answer of Thomas H. Callahan 3rd., infant, by Francis E. Thomas, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of Thomas H. Callahan Jr. against him in this Court exhibited.

This defendant, being an infant, can neither admit nor deny any of the matter and things alleged in the Bill of Complaint and submits his rights thereunder to the protection of this Honorable Court.

And as in duty bound, etc.,

Francis E. Thomas  
Guardian ad Litem.

Sworn to by Francis E. Thomas, the above named guardian ad litem, before me this 3rd day of January in the year nineteen hundred and twenty-seven.

B. Hackett Turner  
Clerk of the Circuit Court for  
Queen Annes County.

ANSWER OF MARTHA C. CALLAHAN  
Filed Nov. 8th, 1926.

Thomas H. Callahan Jr. plaintiff	"	
vs	"	In the Circuit Court for Queen Annes County, in Equity.
Thomas H. Callahan 3rd. infant	"	Chancery #2671.
Martha C. Callahan defendants	"	
	"	

To the Honorable, the judges of said Court:-

The answer of Martha C. Callahan, one of the defendants in this cause, respectfully shows that:

This respondent admits all of the allegations in the Bill of Complaint and asks that a decree be passed as prayed.

Martha C. Callahan  
Defendant.

NOTICE TO EXAMINDER OF  
DESIRE TO TAKE TESTIMONY.  
Filed Nov. 13th, 1926.

Thomas H. Callahan Jr. plaintiff	"	
vs	"	In the Circuit Court for Queen Annes County, in Equity.
Thomas H. Callahan 3rd. infant	"	Chancery # 2671.
Martha C. Callahan defendants.	"	
	"	

To Madison B. Bordley, Examinder.

You will please note that the plaintiff desires to take testimony in the above entitled cause and desires a time and date set for the taking of same.

Thos. J. Keating, Jr.  
Attorney for plaintiff.

I hereby admit service of the above notice this seventeenth day of November, 1926.

M. B. Bordley

Filed Nov. 20th, 1926.

Examiner.

DEPOSITIONS  
Filed Nov. 23rd, 1926.

Thomas H. Callahan, Junior, Plaintiff,		In the Circuit Court
vs.		for
Martha C. Callahan, Thomas H. Callahan, Third, Infant,		Queen Anne's County, in Equity.           Chancery
Defendants.		No. 2671.

TO THE HONORABLE, THE JUDGES OF SAID COURT:



The report of Madison B. Bordley, one of the regular examiners in said Court, respectfully sets forth:

That after having given due notice to the defendants and the guardian ad litem in this cause, did attend at the office of Thomas J. Keating, Junior, in the town of Centreville, Queen Anne's County, Maryland, at the hour of three o'clock P. M.; on Friday, November 19th., 1926, and proceeded to take the following testimony by consent of the plaintiff, both sides being represented either in person or by attorney.

Mr. John L. Rhodes, first witness of lawful age, produced upon the part of the plaintiff, being duly sworn, deposes and says:

- 1st. Int. State your name, age, residence and occupation.
- Ans. J. Louis Rhodes, residing in Queenstown, Queen Anne's County, Maryland, age sixty six, retired farmer.
- 2nd. Int. Are you acquainted with the parties to this suit?
- Ans. Yes sir.
- 3rd. Int. All of them?
- Ans. Yes.
- 4th. Int. Did you know the late Thomas Callahan during his life time, and is he living or dead?
- Ans. Yes, I knew him. He is dead.
- 5th. Int. When and where did he die?
- Ans. He died in Baltimore, January first, nineteen hundred and twenty three.
- 6th. Int. Did he leave a last will and testament?
- Ans. Yes sir.
- 7th. Int. Was he married?
- Ans. Yes.
- 8th. Int. To whom?
- Ans. Annie E. Reynolds.
- 9th. Int. Is his widow living?
- Ans. No, she is dead.
- 10th. Int. When and where did she die?
- Ans. In Baltimore in a hospital, November second, nineteen hundred and twenty four.
- 11th. Int. Did she leave a last will and testament?
- Ans. Yes.
- 12th. Int. What children and descendants did Thomas H. Callahan leave surviving him, and what are their names, ages and residences?
- Ans. He left just one son, Thomas H. Callahan, Junior, who is thirty years old. He lives in Queen Anne's County.
- 13th. Int. What children and descendants did Annie E. Callahan leave surviving her?
- Ans. Six children. Harry C. Reynolds, Queenstown, he is about forty years old; Bernard I. Reynolds, Baltimore, forty; Mrs. Martha Reynolds Friel, about 50 years old, Queenstown; Mrs. Rita Graham, Baltimore, age 38; Mrs. Mae Murphy, Chille, South America, 35 years old, and Thomas H. Callahan, age 30, Queen Anne's County.
- 14th. Int. Do you know the property mentioned in these proceedings?
- Ans. Yes.
- 15th. Int. Describe it and state its value.



- Ans. It is located in Queenstown on Main Street, a galvanized garage building. The front part of it is cement, but I don't know the dimensions. It is located on the northeast side of the street from Centreville, to Kent Island. It is not in very good condition now. The tin is rusted a good deal and I would say that it is only in fair condition. It looks like it is worth about \$2000.
- 16th. Int. Do you think this property could be divided without injury to the parties interested in it?
- Ans. I think it would be better to make a sale.
- 17th. Int. Do you think it would be to the advantage of the parties concerned to make a sale and distribute the proceeds?
- Ans. Yes sir.
- 18th. Int. What reason have you for that opinion?
- Ans. Well, because I think Thomas Callahan has one third interest in fee simple and I think if the whole property were sold and two thirds of the proceeds invested, that it would produce a better income than in its present state.
- EXAMINER'S SPECIAL INT.
- Ans. Thomas Callahan, Junior, has an infant son, twenty months old, Thomas Callahan, third.
- Test J. Louis Rhodes
- M. B. Bordley.
- Mr. John E. Kinnamon, the next witness of lawful age produced upon the part of the plaintiff, being duly sworn, deposes and says:
- 1st. Int. Mr. Kinnamon, state your name, age residence and occupation.
- Ans. John E. Kinnamon, age 43, Wye Mills, Talbot County, Maryland. I am a Merchant.
- 2nd. Int. Are you acquainted with the parties to this suit?
- Ans. Yes sir.
- 3rd. Int. All of them.
- Ans. Yes sir.
- 4th. Int. Did you know the late Thomas H. Callahan, during his life time?
- Ans. Yes sir.
- 5th. Int. Is he living or dead?
- Ans. Dead.
- 6th. Int. When and where did he die?
- Ans. In Baltimore, January first, nineteen hundred and twenty three.
- 7th. Int. Did he leave a last will and testament?
- Ans. Yes sir.
- 8th. Int. Was he married?
- Ans. Yes.
- 9th. Int. To whom?
- Ans. Annie Reynolds.
- 10th. Int. Is his widow living or dead?
- Ans. Dead.
- 11th. Int. When and where did she die?
- Ans. She died in Baltimore, November second, nineteen hundred and twenty four.
- 12th. Int. What children and descendants did Thomas H. Callahan leave surviving him?

- Ans. Thomas H. Callahan, Junior, age thirty, of Queen Anne's County. Since his death there has been a grandson born, Thomas H. Callahan, third, now twenty months old and who resides with his parents in Queen Anne's County.
- 13th. Int. What children and descendants did Annie E. Callahan leave surviving her?
- Ans. Six. Since her death, Thomas H. Callahan, third, was born to Thomas H. Callaha, Junior, the Infant Defendant.
- 14th. Int. What are their names, ages and residences?
- Ans. Mrs. Martha Friel, who is about 50, Queenstown; Mrs. Rita Graham, 38, Baltimore; Mrs. Mae Murphy, South America, 35, and Harry Reynolds, Queenstown, 45 years old, Bernard Reynolds, Baltimore, about forty and Thomas H. Callahan, Junior, 30 years old, of Queen Anne's County.
- 15th. Int. Do you know the property mentioned in this suit?
- Ans. Yes sir.
- 16th. Int. What is its present condition?
- Ans. Just at this time it is only in fair condition. It is a garage property in Queenstown.
- 17th. Int. About what is the size of it?
- Ans. It is big enough for automobiles to go into. It will accommodate about twenty cars.
- 18th. Int. What do you think it is worth?
- Ans. \$2000.
- 19th. Int. Is the property susceptible of division without any loss or injury to the parties?
- Ans. I wouldn't say it could be.
- 20th. Int. What is your reason for thinking so?
- Ans. Under the present condition by cutting the property up it would depreciate the value of the whole.
- 21st. Int. Would it be of a benefit to all the parties interested to sell this property, and divide the proceeds among them?
- Ans. I would say so, yes.
- 22nd. Int. What is your reason for think that?
- Ans. I feel that garage property is not a certain investment in Queenstown.
- 23rd. Int. Do you think it would be to the advantage of Thomas Callahan, Junior and Thomas Callahan, Third, who gets a remainder in two thirds of this property, to have the property sold and his share of the proceeds invested in trust?
- Ans. I do.
- 24th. Int. And your reason for that?
- Ans. As this garage property is depreciating in Queenstown, by the time the child, Thomas H. Callahan, Third, becomes entitled to his share of it, it might be practically valueless.

## EXAMINER'S SPECIAL INT.

Ans. No, sir.

Test M. B. Bordley.

J. E. Kinnamon

John E. Kinnamon.

There being no more witnesses to examine and neither side desiring further time for the production of evidence, your examiner herewith closes the within testimony (together with plaintiff's Exhibit "A", being a certified copy of a mortgage from Thomas H. Callahan, Junior, and Harry C. Reynolds and Frank B. Reynolds to Thomas H. Callahan, Senior, and plaintiff's Exhibit "B", being a certified copy of the last will and testament of Thomas H. Callahan, and plaintiff's Exhibit "C", being a certified copy of the last will and testament of Annie E. Callahan, said exhibits being filed with your examiner as aforesaid as a part of this testimony and to be taken as such).

This certifies that he was engaged two days in taking said testimony, making the charges to the plaintiff as follows:

2 witnesses, -----	\$1.50
Examiner's fee, -----	<u>8.00</u>
Total, -----	\$9.50

Respectfully submitted

Madison B. Bordley

Examiner.



PLAINTIFF'S EXHIBIT "B"  
Filed Nov. 23rd, 1926.

I, Thomas H. Callahan of Queen Anne's County, in the State of Maryland, do make and publish this my last will and testament in manner and form following, that is to say:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate as follows:

1. I give and bequeath to St. Peters Roman Catholic Church of Queen Anne's County, Md, the sum of Five Hundred Dollars, to be paid to within twelve months from the time of my death without interest.
2. I give and bequeath to St. Joseph's Roman Catholic Church of Talbot County, Md. the sum of Five Hundred Dollars, to be paid within one year from the time of my death without interest.
3. I give, devise and bequeath to my only son and name sake-----Thomas H. Callahan, all The real estate of which I die seized and possessed or in any wise entitled to, wheresoever the same be situated or lie, for and during the term of his natural life and no longer, and from and after his death to his children or their descendants living at the time of his death.
4. I give and bequeath to my name sake and only son Thomas H. Callahan all my personal estate and property of every kind and description absolutely remaining after the payment of my debts and funeral expenses costs of a proper tombstone or monument erected at my grave and the costs of administering my personal estate.
5. If my said son Thomas H. Callahan be not living at the time of my death, and if my said son Thomas H. Callahan shall die leaving no issue, at the time of his death then and in that event and in such case and from and after the death of my son I give, bequeath and devise all the real estate of which I die seized and possessed or in any way or wise entitled (except my Addison Rhodes Fram, which will be mentioned later on in this paper) to and unto the children of my Brother James A. Callahan, Joseph S. Callahan, John W. Callahan and my sister Laura J. Callahan, in equal portions share and share alike, equally the same amounts and if any neice or nephew be dead and should this caluse in my will become effective, the children of the deceased neice or nephew to take the part its parent would have taken if living; to the children of my half brother Lawrence ~~XXX~~ A. Callahan I give bequeath and devise on half of what I have devised to the children of my Brothers James A. Callahan, Joseph S. Callahan, John W. Callahan, and my Sister Laura J. Kinnamon, and I mean by this, that if there be ten neices and nephews of my whole brothers and sisters, and eight neices and nephews of my half brother and my estate should say for illustration be worth fifty six thousand dollars, I would want the neices and nephews of my whole brothers and sisters to get Forty thousand dollars and then divide the neices and nephews of my half brother in half and give them four parts of sixteen thousand dollars, making fourteen neices and nephews instead of eighteen; this it the way that I mean I want it divided.
7. If my said son Thomas H. Callahan should die without issue as aforesaid, but should leave a widow surviving him, then and in that event I give and bequeath to the widow of my son Thomas H. Callahan the sum of Twenty Five Hundred Dolars to be paid to her----within twelve months after the happening of his death without interest.
8. I make no devise or bequest in this will to my beloved wife Annie E. Callahan simply because it is my will and desire that she shall take such interest in my estate real and personal as the law gives her as my widow as that just as fully as if I had died intestate.

6. If my son Thomas H. Callahan should die without leaving and children or descendants than and in that event I give devise and bequeath my Farm Known as the "Addison Rhodes Farm" to be sold and after paying the expenses of the sale, to divide the proceeds from the sale of the farm equally between the children of my Wife Annie E. Callahan and in the event that I leave not sufficient personal property to pay my debts and funeral expenses, and the costs of a proper tomb stone or monument to my grave, and the same has to be paid out of my real estate, then this Farm is to bear its proportionate part of said expenses-----After that the balance of the proceeds to go to the said children of my wife Annie E. Callahan.

10. I constitute and appoint my son Thomas H. Callahan to be the executor of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made and declaring all other wills and codicils by me heretofore made and declaring this to be my only true and genuine last will and testament.

In Testimony whereof I have hereunto subscribed my name and affixed my seal this Twenty Third day of September, in the year Nineteen Hundred and Eighteen.

Thomas H. Callahan (Seal)

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 Thomas H. Callahan, late of Queen Annes County, deceased, as filed and passed in this office on the ninth day of January, 1923, and recorded in Liber W. T. B. No. 1 Folio 304 etc. in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 22nd day of October 1926.

Seal's  
Place.

W. T. Bishop

Register of Wills for Queen Anne's  
County, Maryland.

PLAINTIFF'S EXHIBIT "C".  
Filed Nov. 23rd, 1926.

I, Annie E. Callahan, of Queen Anne's County 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 bequest my estate and property as follows:

Item One. I do hereby give and bequeath to my granddaughter, Anne E. Reynolds, the sum of Five Hundred Dollars (\$500.00). It is my will and I hereby direct that the income accruing and arising from the said sum of Five Hundred Dollars be permitted to accumulate until the said Anne E. Reynolds shall arrive at the age of eighteen years. Upon the arrival of the said Anne E. Reynolds at the age of eighteen years, I hereby direct that the Guardian of the said Anne E. Reynolds to be appointed by the Court shall pay over to the said Anne E. Reynolds the said sum of Five Hundred Dollars (\$500.00) and also all the said income therefrom which has accumulated up to that time.

Item Two. I do hereby give and bequeath to my granddaughter, Mary Lucretia Reynolds, the sum of Five Hundred Dollars (\$500.00). It is my will and I hereby direct that the income accruing and arising from the said sum of Five Hundred Dollars be permitted to accumulate until the said Mary Lucretia Reynolds shall arrive at the age of eighteen years. Upon the arrival of the said Mary Lucretia Reynolds at the age of eighteen years, I hereby direct that the Guardian of the said Mary Lucretia Reynolds to be appointed by the Court shall pay over to the said Mary Lucretia Reynolds the said sum of Five Hundred Dollars (\$500.00) and also all the said income therefrom which has accumulated up to that time.

Item Three. I do hereby give and bequeath to my daughter, Mary T. Murphy, the sum of Five Hundred Dollars (\$500.00) absolutely.

Item Four. I do hereby give and bequeath to my daughter, Martha W. Friel, the sum of Five Hundred Dollars (\$500.00) absolutely.

Item Five. I do hereby give and devise to Thomas H. Callahan, Junior, my son by my second husband in fee simple, all of my undivided one-third interest and estate of, in and to the tract of land or farm known as "Cloverfields", or the Forman Farm, situate, lying and being at or near Forman's Landing in the Fifth Election District of Queen Anne's County, State of Maryland.

Item Six. I do hereby give and devise to my said son, Thomas H. Callahan, Junior, in fee simple, all my undivided one-third interest and estate of, in and to the lot of land improved by a garage building and known as the "Garage Property", situate, lying and being in the town of Queenstown, in Queen Anne's County State of Maryland, on the right or north side of the street or road leading from Centreville through said town of Queenstown to Kent Island, and adjoining the property of The Queenstown Bank of Maryland.

Item Seven. I do hereby give and bequeath to my said son, Thomas H. Callahan, Junior, the sum of Five Hundred Dollars (\$500.00) absolutely.

Item Eight. I do hereby give and devise to my daughters, Loreta Graham, Mary T. Murphy and Marta W. Friel, as tenants in common, in fee simple, my tract of land or farm known as "The Hassett Farm" and my tract of land or farm known as "The Hassett Farm" and my tract of land or farm known as "The Richardson Farm", which said two tracts of land or farms now constitute and are cultivated and farmed as one farm and are now in the tenancy of Howard Anthony, and which said two tracts of land or farms are situate on the public road leading from Wye Mills to Queen Anne, the said tract of land known as "The Hassett Farm", being situate partly in Talbot County, State of Maryland, and partly in Queen Anne's County, State of Maryland, and the said tract of land known as "The Richardson Farm" being situate in Queen Anne's County aforesaid.

Item Nine. 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 give, devise and bequeath to Bernard I. Reynolds and Harry C. Reynolds, my sons by my first husband as tenants in common, absolutely and in fee simple.

Item Ten. I do hereby constitute and appoint my son, Bernard I. Reynolds, to be the Executor of this my last will and testament, hereby revoking all other wills and testaments heretofore made by me.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal this twenty first day of October, in the year nineteen hundred and twenty four:-

ANNIE E. CALLAHAN (SEAL)

I, Annie E. Callahan, of Queen Anne's County in the State of Maryland, having heretofore made my last will and testament bearing date the twenty-first day of October, in the year nineteen hundred and twenty-four, which said last will and testament I desire to alter as hereinafter expressed, now, therefore, I do make, publish and declare this to be a Codicil to my said last will and testament, in manner following, that is to say:

Item One. I do hereby constitute and appoint my brother J. Louis Rhodes, to be Co-Executor of my said last will and Testament along with my son, Bernard I. Reynolds, whom I have heretofore in my said last will and testament constituted and appointed Executor thereof, it being my will and desire that my said brother J. Louis Rhodes, and my said son, Bernard I. Reynolds, shall be and they are hereby constituted and appointed the Executors of my said last will and testament.

Item Two. I do hereby ratify and confirm my said last will and testament bearing date the twenty-first day of October, in the year nineteen hundred and twenty four in all respects except as herein altered or modified by this Codicil.

In Testimony Whereof, I have hereinto subscribed my name and affixed my seal, this first day of November in the year nineteen hundred and twenty-four:

ANNIE E. CALLAHAN (SEAL)

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, and codicil thereto, of Annie E. Callahan, late of Queen Annes County deceased, as filed and passed in this office on the twenty-fourth day of November, 1924 and recorded in Liber W. T. B. No. 2 Folio 109 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 October 1926

W. T. Bishop

Seal's  
Place.

Register of Wills for Queen Anne's County,  
Maryland.

DECREE FOR SALE.  
 Filed January 3rd, 1927.

Thomas H. Callahan Jr.	"	In the Circuit Court for
plaintiff.	"	
	"	Queen Annes County in Equity.
vs.	"	
	"	
Thomas H. Callahan 3rd.	"	Chancery #2671.
Martha C. Callahan	"	
defendants	"	
	#	

The above cause standing ready for hearing, and being submitted without argument, and the proceedings being read and considered--

It is thereupon, this third day of January, in the year nineteen hundred and twenty seven by the Circuit Court of Queen Annes County, in Equity, and by the authority thereof, Ordered, Adjudged and Decreed; that the real estate mentioned in these proceedings be sold, either at public or private sale (and if sold at private sale, then for not less than the appraised value thereof as shown by the testimony) and if sold at public sale, the sale shall be made after due public notice thereof by advertisement inserted for more than 20 days (4 successive weeks) before the day of sale, giving notice of the time, place, manner and terms of sale, in some newspaper printed and published in Queen Annes County; that Thomas J. Keating, Junior, of Queen Annes 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 of Twenty-five hundred Dollars, if corporate surety, and double this amount if personal surety, conditioned for the faithful performance of the trust reposed in him by this decree or any future order or decree in the premises; he shall then proceed to make said sale upon the following terms: one-third of purchase money payable at time of sale and the remainder in 2 equal instalments payable in one and two years from day of sale, with interest from day of sale, and secured to satisfaction of the trustee, or all cash at the option of 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 his proceeding relative to such sale or sales, 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 price (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendants, and those claiming by from or under them or any of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Thomas J. Keating.

CERTIFIED BOND  
 Filed Jan. 7th, 1927.

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

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas J. Keating, Jr. of Queen Anne's County, Maryland, as principal and the Fidelity and Deposit Company, of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of twenty five hundred dollars (\$2500.00), to be paid to the State of Maryland aforesaid, or its certain attorney, to the payment whereof, well and truly to be made and done, we hereby bind ourselves and each of us, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this eventh day of January, 1927.

Whereas, by a decree passed by the Circuit Court for Queen Anne's County, in Equity, bearing date the third day of January, in the year nineteen hundred and twenty seven, in a cause in said Court entitled Thomas H. Callahan Jr. Vs. Thomas H. Callahan 3rd. and Martha C. Callahan, being numbered 2671 on the Chancery Docket of said Court, the above bounden Thomas J. Keating, Jr. was appointed trustee to make sale of the land and premises described in the proceedings in said cause.



Now therefoe, the condition of the above obligation is such that if the above bounden Thomas J. Keating, Jr. shall well and truly execute the trust reposed in him by this decree and shall well and truly abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the property in the aforesaid proceedings described or the proceeds thereof, then this obligation to be void; otherwise to be of full force and virtue in law.

Test: As to principal Paul B. Smith. As to surety. Paul B. Smith. Thos. J. Keating, Jr. (SEAL) Fidelity and Deposit Company of Maryland. J. F. Rolph, 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 January 7th. 1927.

B. Hackett Turner, Clerk.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, fol. 270 a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th. day of January, in the year 1927.

Seal's Place.

B. Hackett Turner Clerk.

REPORT OF SALE Filed Jan. 19th, 1927.

Thomas H. Callahan Jr. Plaintiff. vs. Thomas H. Callahan 3rd. infant Martha C. Callahan defendants. In the Circuit Court for Queen Annes County, in Equity. Chancery #2671.

REPORT OF SALE

To the Honorable, the Judges of said Court:

This report of sale made by Thomas J. Keating Jr., Trustee, appointed by this Honorable Court to make sale of the and land premises described in the proceedings in the above entitled cause by its decree passed therein dated the third day of January in the year 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 penalty of Twenty-five hundred dollars, conditioned as provided by law, your Trustee proceeded to make sale of a part of the real estate described in the proceedings in this cause, of which part the following is a more complete description: Beginning on the road or street running through the town of Queenstown from Centreville to Kent Island where the property described in these proceedings corners with the property of Mrs. Henreitta E. Perry and running thence in a westerly direction sixty seven feet and two inches, more or less, to the land of the Queenstown Bank of Maryland, thence with the land of the said Queenstown Bank of Maryland in a northeasterly direction direction one hundred and fourteen feet and four inches, more or less, thence in a southerly direction forty-three feet and eleven inches, more or less, to the Perry property, thence with the line of the property herein described and the Perry property, first twenty-five feet eleven

inches and second fifty-three feet to the aforesaid place of beginning on the aforesaid road or street, together with the metal garage building erected on that part of the lot hereinbefore described; at private sale, to Christopher S. Thomas, at and for the sum of TWO THOUSAND DOLLARS, which your Trustee believes to be the fair value of the property and at which sum the entire property described in the proceedings in this cause was appraised by the witnesses examined in said Cause, and your Trustee has taken a deposit of one hundred dollars thereon and a contract of sale setting forth the terms and conditions of said sale, and your Trustee believes that upon ratification of the sale by this Honorable Court the purchaser will be able to, and will, comply with the terms of sale.

Respectfully submitted,

Thos. J. Keating, Jr.  
TRUSTEE.

State of Maryland  
Queen Annes County, to-wit:

This is to certify that on this 19th day of January in the year nineteen hundred and twenty-seven, before the subscriber, Clerk of the Circuit Court in and for the County aforesaid, personally appeared the above named Thomas J. Keating Jr. 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.

B. Hackett Turner, Clerk.

N I S I

Thomas H. Callahan, Jr.  
Plaintiff

VS.

Thomas H. Callahan, 3rd.  
Infant  
Martha C. Callahan  
Defendants

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

CHANCERY NO. 2671.

ORDERED, This 19th day of January A. D., 1927, that the sale of the real estate made and reported in this cause by Thos. J. Keating, Jr. Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. day of March next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of February next.

The Report states the amount of sales to be \$2,000.00.

B. Hackett Turner Clerk.

Filed Jany. 19th. 1927.

CERTIFICATE OF PUBLICATION OF ORDER NISI  
Filed March 28th, 1927.

ORDER NISI

Thomas H. Callahan, Jr.,  
Plaintiff  
vs.  
Thomas H. Callahan, 3rd  
Infant  
Martha C. Callahan,  
Defendants

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2671.

Ordered, This 19th day of January, A. D., 1927, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown

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on or before the 26th day of March, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 26th day of February, next.

The Report states the amount of sales to be \$2,000.00.

B. HACKETT TURNER, Clerk.  
True Copy-Test:  
B. HACKETT TURNER, Clerk.  
Filed, January 19, 1927.

THE CENTREVILLE OBSERVER

Centreville, Md., March 28, 1927

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of Callahan vs. Callahan Chancery No. 2671 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 26th day of February in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed March 28th, 1927.

By Bertha G. Durney.

ORDER OF COURT  
Filed March 28th, 1927.

Thomas H. Callahan, Jr.  
Plaintiff,

Vs.

Thomas H. Callahan, 3rd.  
Infant,  
and Martha C. Callahan

In the Circuit Court for

Queen Anne's County

In Equity.

In Chancery, the 28th day of March nineteen hundred and twenty-seven.

Ordered, that the sale within reported by Thomas J. Keating, Jr. trustee, be, and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the order nisi. The Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the auditor.

Filed March 28th, 1927.

W. H. Adkins

REPORT AND ACCOUNT OF THE AUDITOR.  
Filed May 20th, 1927,

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

Thomas H. Callahan, junior,

vs.

Thomas H. Callahan, 3rd.,  
et al.

Cause No. 2671.

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 Thomas H. Callahan, senior, by his last will and testament, devised unto his son, Thomas H. Callahan, junior, the plaintiff, two-thirds of the property described in this cause, for the term of his natural life, and from and after his death to his children or their descendants living at the time of his death, and that at the time of the sale of this cause two

thirds of said property so devised were held by the plaintiff under that devise, subject to the provisions of the will of the said testator contained in items 5 and 7 of the will.

That it appears from the proceedings of the cause that one third of the said property was held by the said plaintiff absolutely, in his own right.

That in the within cause the trustee appointed to make the sale, Thomas J. Keating, Junior, is charged with the gross amount of the sale made by him, and is then thereout allowed his commissions, per rule of court, the costs of his bond and advertising the several orders nisi of the cause, the court costs of the cause, in accordance with his vouchers and receipts, and the fee of the auditor.

That one third of the amount so charged then remaining is distributed unto the plaintiff absolutely, and the remaining two thirds is distributed unto him for life with remainder as set forth in the will of the said Thomas H. Callahan, senior. The said two thirds of the net sale is to remain by within account subject to the future order of the court.

Respectfully submitted,

Madison Brown

Auditor.

May 17, 1927.

The proceeds of the sale herein described of Thomas H. Callahan, junior, and others herein mentioned, in account with Thomas J. Keating, junior, trustee making sale sale.

1927,	Cr:	
Jan.		
19:	By gross proceeds of the sale made and reported, per report of sale filed: . . . . .	\$ 2,000.00
	Dr:	
" "	To Thomas J. Keating, trustee making sale sale, for his commissions, per rule of court:	\$122.50
	To do., for court costs of cause per clerk's statement as follows:	
	Costs of	
	B. H. Turner, clerk, paid per receipt,	\$24.75
	F. Y. Whitely, sheriff, pd. per receipt,	1.20
	F. E. Thomas, guardian A. L. Pd. per ret.	4.00
	W. T. Bishop, ReG., paid per receipt,	7.50
	M. B. Bordley, examiner, pr. per receipt	8.00
	Witnesses before examiner, paid.	<u>1.50</u> 46.95
	To do., for appearance fee of solicitor of plaintiff, omitted above, sum of . . . . .	10.00
	To do., for the costs of his bond with corporate surety thereon, paid said surety, per receipt for same exhibited, the sum of . . . . .	10.00
	To do., for the cost of advertising the order nisi, passed in relation to sale, per receipt for same, to wit:	5.00
	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, to wit:	9.00
	To balance, to wit: . . . . .	<u>\$1,793.55</u>
		\$2,000.00 \$ 2,000.00

To Thomas H. Callahan, junior, absolutely, 1/3 of said balance or the sum of . . . . . \$ 597.85

To Thomas H. Callahan, junior, for and during the term of his natural life and no longer, and from and after his death to his children or descendants living at the time of his death, if any, and if none, then to the persons named in the fifth and seventh item of will of

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Thomas H. Callahan, senior,  
2/3 of said balance,  
(to remain subject to future order of  
this court), to wit: the sum of . . . . . 1195.70

\_\_\_\_\_  
\$1793.55 \$1793.55

May 17, 1927.

Madison Brown,  
auditor.

NISI RATIFICATION OF AUDIT

Thomas H. Callahan, Jr. )  
VS. ) IN THE CIRCUIT COURT  
Thomas H. Callahan, 3rd. et al. ) FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
CASE No. 2671.

ORDERED, This 20th. day of May in the year nineteen hundred and 27 that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of June 1927; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of June 1927 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk.

Filed May 20th. 1927.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT.  
Filed July 19th, 1927.

NISI RATIFICATION OF AUDIT

THOMAS H. CALLAHAN, JR.  
vs.  
THOMAS H. CALLAHAN, 3RD.  
ET AL.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2671.

Ordered, This 20th day of May in the year nineteen hundred and twenty-seven, that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of June, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of June, 1927, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy-Test:

B. HACKETT TURNER, Clerk.  
Filed May 20th, 1927.

THE CENTREVILLE OBSERVER

Centreville, Md., July 19, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Callahan vs. Callahan 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 8th. day of June in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

ORDER OF COURT RATIFYING AUDIT.  
Filed July 20th, 1927.

ORDERED this 20th day of July in the year nineteen hundred and twenty-seven, 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, with a due proportion of interest, as the same has been or may be received.

Thomas J. Keating.

Filed July 20th, 1927.

TRUSTEE'S END REPORT OF SALE AND  
SUPPLEMENTARY REPORT OF SALE.  
Filed Oct. 10th, 1928.

Thomas H. Callahan, Junior,  
Plaintiff,

vs.

Thomas H. Callahan, The Third,  
Infant, and  
Martha C. Callahan,  
Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Chancery 2671.

Report of sale.

To the Honorable, the Judges of said court:

This report of sale made by Thomas J. Keating, Junior, Trustee, appointed by this Honorable Court to make sale of the lands and premises described in the proceedings in the above entitled cause by its decree passed therein dated the third day of January, in the year nineteen hundred and twenty seven, respectfully shows unto your Honors.

That as will appear by reference to the Trustee's first report of sale heretofore passed in this cause your Trustee did make sale of a part of the property described in these proceedings unto Christopher S. Thomas.

That in accordance with the directions set forth in the aforementioned decree of this Honorable Court your Trustee did, on August second, nineteen hundred and twenty eight, proceed to make sale of all of the remaining part of the real estate described in the proceedings of this cause unto Norman R. Hitch of Queen Anne's County, Maryland, at private sale and for the sum of SIX HUNDRED DOLLARS cash, which your Trustee believes to be a fair value of the property so sold unto Norman R. Hitch, and your Trustee has taken a deposit of twenty five dollars (\$25.00) thereon and a contract of sale setting forth the terms and conditions of said sale, and your Trustee believes that upon ratification of the sale by this Honorable Court the purchaser will be able to and will comply with the terms of sale.

Respectfully submitted

Thos. J. Keating, Jr.  
TRUSTEE.

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

This is to certify that on this 3rd day of August, in theyear  
nineteen hundred and twenty eight, before the subscriber, Clerk of the Circuit Court  
in and for the County aforesaid, personally appeared the above named Thomas J. Keat-  
ing, Junior, 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.

B. Hackett Turner.

THOMAS H. CALLAHAN, JUNIOR,  
VS.  
THOMAS H. CALLAHAN, THE THIRD,  
ET AL.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The supplementary report of sale of Thomas J. Keating, Junior,  
Trustee, to the Trustee's second report of sale heretofore filed in this cause, re-  
spectfully shows unto your Honors.

1. That in the aforesaid second report of sale the property there-  
in reported to have been sold unto Norman R. Hitch was somewhat indefinitely describ-  
ed.

2. That in order to more definitely report unto your Honors the  
property which was actually sold unto said Norman R. Hitch, your Trustee describes  
same as follows: A certain unimproved lot of land situate in the town of Queenstown  
in The Fifth Election District of Queen Anne's County beginning on the street or  
road leading to the old Chester River Steamboat wharf by the Methodist Episcopal  
Church twleve feet in a northeasterly direction from where the land herein describéd  
adjoins, and corners with the land of said Norman R. Hitch and running thence with  
said street or road North, thirty seven degrees thirty minutes East, seventy five  
feet to a post or stone, a corner for this land and the land of William Booker, Senior,  
thence with said Booker land South, fifty degrees fifteen minutes East, one hundred  
and forty feet and nine inches, thence South forty three degrees fifteen minutes West  
fifty five feet and three inches, thence in a Westerly direction forty three feet and  
eleven inches, thence in a Southerly direction eight feet and two inches, to a twelve  
foot right of way; thence in a northwesterly direction to the aforesaid place of be-  
ginning; same being the balance of the property described in the bill of complaint in  
this cause after the sale of the part thereof heretofore sold by your Trustee unto  
C. S. Thomas, a report of which sale is filed among the proceedings in this cause as  
the Trustee's first report of sale.

WHEREFORE your Trustee prays your Honors to ratify and confirm  
the sale heretofore reported as made unto Norman R. Hitch in your Trustee's second  
report of sale and in this supplementary report thereto.

Respectfully submitted

Thos. J. Keating, Jr.  
TRUSTEE.

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

This is to certify that on this 10 day of October, 1928, before  
the subscriber, Clerk of the Circuit Court in and for the County aforesaid, person-  
ally appeared Thomas J. Keating, 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.

B. Hackett Turner  
Clerk.

N I S I

Thomas H. Callahan, Junior  
Plaintiff  
VS.  
Thomas H. Callahan, The Third,  
Infant, and  
Martha C. Callahan,  
Defendants.  
3rd.

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
CHANCERY NO. 2671.

ORDERED, This                      day of                      A. D., 1928, that the sale of the real estate under Trustee's Second Report made and reported in this cause by Thomas J. Keating, Jr. Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th. day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 6th. day of September next.

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

B. HACKETT TURNER, Clerk.

Filed Aug. 3rd. 1928.

CERTIFICATE OF PUBLICATION OF ORDER NISI  
Filed Oct. 8th, 1928.

NISI

THOMAS H. CALLAHAN, JUNIOR,  
PLAINTIFF

Vs.

THOMAS H. CALLAHAN, THE THIRD,  
INFANT AND MARTHA C. CALLAHAN,  
DEFENDANTS

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.                      CHANCERY No. 2671.

Ordered, this 3rd day of August, A. D., 1928, that the sale of the real estate under Trustee's Second Report made and reported in this cause by Thomas J. Keating, Jr., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of October, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 6th day of September, next.

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

B. HACKETT TURNER, Clerk

True copy-test:

B. HACKETT TURNER, Clerk

Filed August 3rd, 1928.

THE CENTREVILLE OBSERVER

Centreville, Md., Oct. 8, 1928

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Thomas H. Callahan, Jr. vs. Thomas H. Callahan 3rd. et al. Defendants a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 6th day of Sept. in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

ORDER OF COURT  
Filed Oct. 11th, 1928.

IN CHANCERY this 10th day of October, in the year nineteen hundred and twenty eight.

It is, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the sale reported by Thomas J. Keating, Junior, Trustee in the above cause, in the Trustee's second report of sale and the within supplementary report of sale, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the order nisi. The trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

Thomas J. Keating.

Filed Oct. 11th, 1928.



REPORT AND ACCOUNT OF THE AUDITOR.  
Filed January 23rd, 1929.

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

Thomas H. Callahan, junior, )  
vs. ) Cause No. 2671.  
Thomas H. Callahan, )  
the third, et al. )

To the Honorable, the Judges of said Court:

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

That it appears from the proceedings of the cause that since the filing of the report and account of the auditor filed May 20, 1927, Thomas J. Keating, junior, the trustee of the cause, has made sale of certain other property described in the proceedings not heretofore reported sold, and that the within account contains distribution of the proceeds of the sale of the last named property.

That it appears from the proceedings of this cause that Thomas H. Callahan, senior, the testator of this cause, devised unto his son, Thomas H. Callahan, junior, the plaintiff, two thirds of this last named property for the term of his natural life, with the remainder to his children, or their descendants living at the time of his death, and that at the time of the sale last mentioned two thirds of the property so sold were held by the plaintiff under the terms of said devised, and one third of said property was held by him absolutely.

That in the within account the trustee aforesaid is charged with the gross amount of the second sale so made by him, and is then thereout allowed his commissions for making the sale, the cost of advertising the order nisi as to the sale, and the order nisi to be passed as to this account, the renewal cost of his bond, the cost of the clerk of the court, and the fee of the auditor, leaving for distribution among the parties the sum of five hundred thirty two dollars, and by the within account one third of said sum is distributed unto the said Thomas H. Callahan, junior, absolutely, and two thirds thereof are distributed unto him for his life, with the remainder as set forth in the will of Thomas H. Callahan, the last sum so distributed to remain subject to the future order of this court.

Madison Brown  
auditor.

The proceeds of the sale herein described of Thomas H. Callahan, junior, and others herein mentioned, in account with Thomas J. Keating, junior, trustee making said sale.

Cr.

1928,  
Aug.,  
2.

By gross proceeds of the sale herein reported as made this date, as per report of sale filed August 3, 1928, appears, to wit: the sum of . . . . . \$600.00

Dr.

" "	To Thomas J. Keating, the trustee making the sale, for his commission for so doing per rule of court, the sum of	\$ 41.50
	To Do., for the cost of advertising the order nisi passed in relation to said sale, in Centreville Observer, per account for same receipted, exhibited, the sum of	5.00
	To do., for the cost of his bond due Jan. 7, 1928, paid corporate surety on said bond, per receipt of said surety for same, to wit: the sum of	10.00
	To do., for the cost of advertising the order nisi to be passed as to this report and account, the sum of	3.00
	To do., for the cost of B. H. Turner, clerk: under second report of sale, paid him, per his receipted statement exhibited, the sum of	4.00
	To Madison Brown, auditor, for stating this account, the sum of	<u>4.50</u>
		\$ 68.00

To balance carried below, the sum of	<u>532.00</u>	
	\$600.00	\$ 600.00
<hr/>		
By balance brought down, to wit: the sum of		\$ 532.00
To Thomas H. Callahan, junior, absolutely 1/3 of said balance, or the sum of	\$177.33	
To Thomas H. Callahan, jr., for and during the term of his natural life and no longer, and from and after his death to his children, or their descendants liv- ing at the time of his death, if any, and if none, then to the person named in the 5th. and 7th. items of will of Thomas H. Callahan, sr., 2/3 of said balance, or the sum of (this sum to remain subject to future order of court)	<u>354.67</u>	
	\$532.00	\$532.00
<hr/>		

January 23, 1929.

Madison Brown  
auditor.

NISI RATIFICATION OF AUDIT

Thomas H. Callahan, Jr.,

VS.

Thomas H. Callahan, 3rd.  
et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE NO. 2671.

ORDERED, This 23rd day of January 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 18th day of February 1929; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of February 1929 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk.

Filed January 23rd, 1929.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT.  
Filed Feb. 27th, 1929.

NISI RATIFICATION OF AUDIT

THOMAS H. CALLAHAN, JR.,

vs.

THOMAS H. CALLAHAN, 3RD.,  
ET AL.,

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2671.

Ordered, This 23rd. day of January, 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 18th day of February, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of February, 1929, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True copy-Test:

B. HACKETT TURNER, Clerk.

Filed January 23rd, 1929.

1136812

THE CENTREVILLE OBSERVER

Centreville, Md., February 27, 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Thomas H. Callahan Jr. vs. Thomas H. Callahan, 3rd. 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 11 th day of February in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Filed Feby. 27th, 1929.

ORDER OF COURT RATIFYING AUDIT.  
Filed Feby. 28th, 1929.

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

Thomas H. Callahan, Junior,  
vs.  
Thomas H. Callahan,  
the third, et al.

Cause No. 2671.

Ordered this 27th day of February in the year nineteen hundred and twenty nine, 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 thereof having been shown, although notice appears to have been given as directed by the preceding order nisi, and that the Trustee apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Thomas J. Keating.

Filed Feby. 28th, 1929.

PETITION FOR RESIGNATION OF TRUSTEE  
Filed April 15th, 1929.

THOMAS H. CALLAHAN, JUNIOR,  
PLAINTIFF,

VS.

THOMAS H. CALLAHAN, THE THIRD,  
ET AL. DEFENDANTS.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
CHANCERY NO. 2671.

To the Honorable, the Judges of said Court:

The petition of Thomas J. Keating, Junior, Trustee, respectfully shows unto your Honors:

1. That as will appear by reference to the Reports and Accounts of the Auditor on the Trustee's First and Second Reports of sale there remains in the hands of Thomas J. Keating, Junior, Trustee, subject to the further order of this Court the sums of one thousand, one hundred and ninety five dollars and seventy cents (\$1,195.70) and three hundred and fifty four dollars and sixty seven cents (\$354.67), together making the sum of one thousand, five hundred and fifty dollars and thirty seven cents (\$1,550.37), which sum is in the Centreville National Bank of Maryland drawing interest at four per cent.

2. That your Petitioner desires to resign as Trustee in accordance with the law in such cases made and provided and he files herewith an account, under oath, of his receipts and disbursements of interest accrued to April 1st., 1929, marked Trustees Exhibit "K".

Wherefore your petitioner prays:

That an order may be passed by your Honors causing notice to be given by publication of the filing of this petition and;

That upon the expiration of the time limited in said notice your Honors may pass an order releasing and discharging your Petitioner from the further execution of his trust and grant unto your Petitioner such other and further relief as his case may require.

And as in duty bound etc.

Thos. J. Keating, Jr.  
PETITIONER.

To the Honorable, the Judges of said Court:

We, the undersigned, Thomas H. Callahan, Junior, and Martha C. Callahan, assent to the passing of an order granting the relief prayed for in the foregoing petition and respectfully suggest to the Court as follows:

1. That Martha C. Callahan be appointed Trustee in the place and stead of Thomas J. Keating, Junior, Trustee, resigned.
2. That said Thomas H. Callahan, Junior, as will appear by reference to the proceedings in this cause, is entitled to the income from the trust fund in this cause for and during his natural life.
3. That said Thomas H. Callahan, Junior, desires to have the use of said sum and for the purpose of procuring the use then of and assuring same unto the parties entitled thereto at his death he desires to borrow same from this trust estate and to give as security therefor a mortgage upon certain property belonging to him in fee simple, to wit: A one-sixth undivided interest in fee simple in the farm or tract of land known as the Robert Rhodes Farm situate, lying and being in The Fifth Election District of Queen Anne's County, adjoining the Addison Rhodes farm, the R. C. Forman farm and the land of Thomas H. Dodd farm, containing two hundred and eighty acres of land, more or less, said undivided one-sixth interest having been purchased by said Thomas H. Callahan from Bernard I. Reynolds and conveyed as parcel No. 1 in deed dated June 13th., 1927, and recorded in Liber B. H. T. No. 6 folio 568.
4. That your petitioners believe said Robert Rhodes Farm to have a value of about fourteen or fifteen thousand dollars and attached thereto a certificate of the value thereof signed by two residents of Talbot and Queen Anne's Counties who are familiar with the farm.
5. That, after the qualification of said Martha C. Callahan as Trustee the said Martha C. Callahan be authorized and empowered to lend the sum of one thousand, five hundred and fifty dollars and thirty seven cents (\$1,550.37) unto Thomas H. Callahan, Junior, upon a mortgage from said Thomas H. Callahan, Junior, to Martha C. Callahan, Trustee, upon his one-sixth undivided interest in the aforesaid Robert Rhodes farm.

Respectfully submitted.

THOMAS H. CALLAHAN Jr.

MARTHA C. CALLAHAN.

THOMAS H. CALLAHAN, JUNIOR,  
PLAINTIFF,

vs.

THOMAS H. CALLAHAN, THE THIRD,  
ET AL, DEFENDANTS.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
CHANCERY NO. 2671.

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 15th day of April, in the year nineteen hundred and twenty nine, that the petition of Thomas J. Keating, Junior, Trustee, in the above entitled cause praying to be allowed to resign as Trustee be granted and unless cause to the contrary thereof be shown on or before the 22 day of May, 1929, provided a copy of this order be published in some newspaper printed and published in Queen Anne's County once in each of two successive weeks before the 1st day of May 1929.

Thomas J. Keating.

Filed April 17th, 1929.

We, the undersigned, residents of Queen Annes County and Talbot Counties respectively, do hereby certify that we are familiar with the value of farm land in Queen Annes County Md. and are familiar with the farm in the fifth Election District of said County known as the Robert Rhodes Farm and ac-

ording to our judgment said farm is worth at least fourteen thousand dollars (\$14,000.00).

Witness:

JOHN L. RHODES

Wm. W. Rhodes.

JOHN E. KINNAMON.

State of Maryland

Queen Annes County, to-wit

I hereby certify that on this 26 day of March in the year nineteen hundred and twenty-nine, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Annes County, personally appeared J. Louis Rhodes and John E. Kinnamon, and made 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 have hereunto set my hand and seal notarial the day and year herein last above written.

Notary  
Public  
Seal.

William W. Rhodes

NOTARY PUBLIC.

CERTIFICATE OF PUBLICATION AS TO  
RESIGNATION  
Filed May 28th, 1929.

ORDER OF COURT

THOMAS H. CALLAHAN, JUNIOR,  
PLAINTIFF

vs.

THOMAS H. CALLAHAN, THE THIRD,  
ET AL., DEFENDANTS

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2671.

Ordered by the Circuit Court for Queen Anne's County, in Equity, this 15th day of April, in the year nineteen hundred and twenty-nine, that the petition of Thomas J. Keating, Junior, Trustee, in the above entitled cause praying to be allowed to resign as Trustee be granted unless cause to the contrary thereof be shown on or before the 22nd day of May, 1929; provided a copy of this order be published in some newspaper printed and published in Queen Anne's County once in each of two successive weeks before the 1st day of May, 1929.

Filed April 17th, 1929.  
THOMAS J. KEATING.  
True copy-Test:  
B. HACKETT TURNER, Clerk.

TRUSTEE'S EXHIBIT "K"  
Filed Apr. 15th, 1929.

THOMAS H. CALLAHAN, JUNIOR,  
PLAINTIFF,

VS.

THOMAS H. CALLAHAN, THE THIRD,  
ET AL, DEFENDANTS.



IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
CHANCERY NO. 2671.

1136812

To the Honorable, the Judges of said Court:

The Report and Account of Thomas J. Keating, Junior, Trustee, covering the receipts and disbursements of interest received on deposit of the trust funds in his hands belonging to this trust estate respectfully shows unto your Honors:

That your Trustee has received as interest on the deposit of trust funds in this cause up until April 1st., 1929, the sum of - - - - - \$129.43

That your Trustee has paid over to Thomas H. Callahan, Junior, who is entitled to the income from said trust estate for and during his natural life the sum of - - - - - \$129.43

Your Trustee has taken from said Thomas H. Callahan, Junior, his receipt for the above amount, which is filed herewith.

Respectfully submitted,

Thos J. Keating, Jr.  
TRUSTEE.

Sworn to before me this 15th. day of April, 1929.

B. Hackett Turner  
CLERK.

ORDER OF COURT  
Filed June 3rd, 1929.

THOMAS H. CALLAHAN, JUNIOR,  
PLAINTIFF,

VS.

Thomas H. Callahan, THE THIRD,  
ET AL,  
DEFENDANTS.



IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
CHANCERY NO. 2671.

On this 28th day of May in the year nineteen hundred and twenty nine, by the Circuit Court for Queen Anne's County, in Equity, it is ORDERED that Thomas J. Keating, Junior, Trustee, be and he is hereby released and discharged as Trustee from the further execution of his trust. And it is further ordered that Martha C. Callahan be and she is hereby appointed Trustee in the place and stead of Thomas J. Keating, Junior, Trustee resigned, and that before entering upon her duties as Trustee she file a bond, with surety or sureties approved by the Clerk of this Court, in the penalty of Sixteen hundred dollars if corporate surety and twice that amount if personal surety be given. And it is further ORDERED that upon the filing of said Bond by Martha C. Callahan, the said Thomas J. Keating, Junior, Trustee resigned, be and he is hereby directed to deliver unto said Martha C. Callahan, Trustee, the sum charged to him, to wit: ONE THOUSAND, FIVE HUNDRED AND FIFTY DOLLARS AND THIRTY SEVEN CENTS (\$1,550.37), in the audits heretofore filed in this cause and that he take from her a receipt for said amount to be filed herein.

AND it is further ordered that said Martha C. Callahan, upon her qualification as Trustee, be and she is hereby authroized and empowered to lend the sum of ONE THOUSAND, FIVE HUNDRED AND FIFTY DOLLARS AND THIRTY SEVEN CENTS (\$1,550.37) unto Thomas H. Callahan, Junior, to be secured by a mortgage from Thomas H. Callahan, Junior, to Martha C. Callahan, Trustee, upon the one-sixth undivided interest, in fee simple, of the said Thomas H. Callahan, Junior, in the farm or tract of land known as the Robert Rhodes farm situate in The Fifth Election District of Queen Anne's County, Maryland; and it is further ordered that said Martha C. Callahan, new Trustee, be not required to collect interest on the aforesaid mortgage nor to account for same to this Court.

LEWIN W. WICKES

Filed June 3rd, 1929.

1036812

CERTIFIED COPY OF BOND  
Filed July 6th, 1929.

Queen Anne's County, to wit:- Be it remembered that on the sixth day of July, in the year 1929, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Martha C. Callahan of Queen Anne's County, Maryland, as principal and the Fidelity and Deposit Company, of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of sixteen hundred dollars (\$1,600.00) to be paid to the State of Maryland aforesaid, or its certain attorney, to the payment whereof, well and truly to be made and done, we hereby bind ourselves and each of us, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th. day of July, 1929.

WHEREAS by an order passed by the Circuit Court for Queen Anne's County, in Equity, on the twenty eighth day of May, in the year nineteen hundred and twenty nine, in a cause in said court entitled "Thomas H. Callahan, Junior, Vs. Thomas H. Callahan, the Third and Martha C. Callahan," being numbered 2671 on the chancery docket of said court, the above bounden Martha C. Callahan was appointed Trustee in the place and stead of Thomas J. Keating, Junior, Trustee, resigned.

NOW THEREFORE, the condition of the above obligation is such that if the above bounden Martha C. Callahan shall faithfully perform and execute the trust reposed in her by the aforesaid order and 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 proceeds of sale of the property in the aforesaid proceedings described, representing the trust funds of this estate, then this obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness:  
Verna Mears.

G. Gillis.

Martha C. Callahan (SEAL)  
Fidelity and Deposit  
Company of Maryland  
By E. V. Shockley  
attorney in fact. Seal's  
Place.

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

Security approved and Bond filed July 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, fol. 37, 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 July, in the year 1929.

Seal's  
Place.

B. Hackett Turner, Clerk.

*For Record of last audit see page 121 hereof.*

29  
25  
27  
28





1136812

Auditors Report and Account filed November 22<sup>nd</sup> 1932

Thomas H. Callahan, Junior, } In the Circuit Court  
vs }  
Thomas H. Callahan, Jr., et al. } Queen Anne's County, in Equity  
Cause No 2671

To the Honorable, the Judges of said Court:

The Report of Madison Brown, the Auditor of the Court, unto your Honors respectfully sets forth:

I find from an examination of the papers in this cause that two parcels of land have been sold; that Thomas J. junior, former trustee of this cause, made each sale; that net proceeds of the first sale, were distributed by audit filed May 20, 1927; that the net proceeds of second sale, were distributed by audit filed January 23, 1929; that said audit shows the distribution to have been as follows: To Thomas H. Callahan, junior, for and during the term of his natural life and no longer and from and after the death to his children or their descendants living at the time of his death.

I find that Thomas H. Callahan, junior, the testator named in the cause, devised the land sold unto his son, Thomas H. Callahan (who is called throughout the proceedings of this cause Thomas H. Callahan, junior), for and during the term of his natural life and no longer, and from and after his death to his children or their descendants living at the time of his death (see paragraph 3 of Exhibit B) and the distribution made in the audits was made in accordance with the terms of this devise.

I find that the corpus of this trust consists of the net proceeds of both sales amounting to \$1550.37 and that the same was paid by Thomas H. Callahan, junior, first trustee, to Martha B. Callahan, who is present trustee, (see "Petition for Resignation of Trustee" filed April 15, 1929, and "Petition for Dissolution of Trust" filed August 3, 1932, which suggests death of Thomas H. Callahan, junior).

The papers of the cause were referred to me by the order passed on last mentioned paper to state an account distributing the corpus of the trust estate to the persons entitled to receive the same at present time, and to take testimony necessary to determine these persons. I have taken such testimony and return same with this account. By testimony I find that Thomas H. Callahan, junior, died March 7, 1932; that he left but two children and that his children had no descendants; and that his two children who are named in the within account are the only persons entitled to the corpus of this trust estate.

In the within account I have charged the present trustee with the sum of money constituting the corpus of the trust estate and paid to her by the former trustee as above set forth and after allowing thereout the costs relating to this account have distributed said corpus unto the two children (named in the account) whom Thomas H. Callahan, junior, left surviving him at the time of his death, in equal parts.

Which is respectfully submitted

November 21, 1932.

Madison Brown, Auditor.

Filed November 22<sup>nd</sup> 1932

Cause No 2671

The Proceeds of the trust estate in course of administration in this cause, No 267 in account with Martha B. Callahan, the present trustee of this cause.

1932	By amount of net sales distributed to Thomas H. Callahan, junior	
Nov 21	for the terms of his natural life and no longer and from and after his death to his children living at the time of his death.	
	By Audit filed May 20, 1927, being net proceeds arising from first sale of cause.	\$ 354.67
	By Audit filed January 23, 1929 being net proceeds arising from second sale of cause.	1195.70
	Total amount of corpus of trust of this cause	\$ 1550.37

Dr

To B. N. Turner, clerk, for his costs in dissolution of trust his statement	\$ 3.50
To Madison Brown, auditor, for stating this account	9.00
To Martha B. Callahan, trustee, for cost of adjusting order nisi to be passed as to this account	5.00
	\$ 17.50

To balance for distribution among the children of Thomas H. Callahan, junior, living at the time of his death, as carried below

\$ 1532.87  
\$ 1530.37 \$ 1530.37

By <sup>above</sup> balance brought down for distribution

1532.87

To Thomas A. Callahan, 3 <sup>rd</sup> , son of Thomas Callahan, junior, the sum of	\$766.43 1/2
To Mary Davidson Callahan, daughter of Thomas A. Callahan, junior, the sum of	766.43 1/2
	<hr/> \$1532.87

1532.87

November 21, 1932.

Madison Brown, Auditor.

Thomas A. Callahan, Junior, } In the Circuit Court  
 vs } for  
 Thomas A. Callahan, 3<sup>rd</sup> et al. } Queen Anne's County, in equity.  
 Cause No 21671.

To the Honorable, the Judges of said Court:

The report of Madison Brown, Auditor, <sup>into</sup> your Honors respectfully sets forth:

By the order of this Honorable Court the papers in this cause were referred to me as the Auditor with instructions to state and return to the Court an account disbursing the proceeds of the trust estate to the persons entitled to receive the same with instructions to take such testimony as I might deem necessary to determine such persons. For the purpose of ascertaining such persons I procured the attendance before me of William Raymond Horney, Esq. as a witness to aid me in such determination for I knew he was acquainted with the parties to the suit and with the circumstances of the life and death of Thomas A. Callahan called in these proceedings junior. Mr. Horney did attend at my office in the town of Centerville Maryland for the purpose of giving me testimony in the matter and having been first duly sworn by me as such witness, he did testify as follows, that is to say:

Q. No 1. Mr. Horney, please state your name, place of residence and occupation. A. No 1. My name is William Raymond Horney I live in Centerville Maryland and I am an Attorney at Law.

Q. No 2. Mr. Horney the proceedings of this cause were instituted by Thomas A. Callahan, junior, against Thomas A. Callahan, 3<sup>rd</sup>, and Martha C. Callahan, state whether or not you are familiar with these proceedings A. No 2. I am and have been familiar with these proceedings for some time. I represent Martha C. Callahan who is the present trustee of this cause as her attorney. Q. No 3. State whether or not you were acquainted with that Thomas A. Callahan who is called in the Bill of Complaint and other and other proceedings of this cause, "Thomas A. Callahan Junior," and if so, state how long you knew him and whether he is living or dead and if dead, state when and where he died. A. No 3. I knew the party who is called in the proceedings by the name of Thomas A. Callahan junior, very well. He is dead and died on March 7 of this present year, 1932. I knew him very well for a period of at least 10 years before his death and frequently visited his home. Martha C. Callahan, one of the defendants, is his widow. Q. No 4. State if you know whether or not the said Thomas A. Callahan, junior, left any children living at the time of his death. A. No 4. I know that he did leave two children living at the time of his death, one is a son who bears the name of Thomas A. Callahan and who is a party to this suit and who in the proceedings of this cause is called "Thomas A. Callahan, 3<sup>rd</sup>" and he left another child, a daughter, whose name is Mary Davidson Callahan. The age of the first is about 8 years and the age of the daughter is about 5 years. He left no other children living at the time of his death. I know these children and have known them practically since they were born.

Q. No 5. State whether or not the said Thomas A. Callahan, junior, left surviving him at the time of his death any descendants other than the two children you stated he left. A. No 5. He left no other descendants than the two children I have named. He never had any children other than the two mentioned so that no child of his had any descendants living at the time of his death.

Examiner's Special. Do you know or can you state any other matter or thing which may be a benefit or advantage to the parties to this cause or either of them or that may be material to the subject of this your examination or the matters in question between the parties. If yes, state the same fully and at large in your answer.

A. I do not.

Wm R. Horney

Filed November 22<sup>nd</sup> 1932.

Whereupon, on the 18<sup>th</sup> day of February in the year nineteen hundred and thirty three, the Court passed the following Order, to wit:

Thomas H. Callahan, Jr.     In the Circuit Court

(vs.)

Thomas H. Callahan, 3<sup>rd</sup>, et al.

for

Queen Anne's County.

In Equity, Cause No 2671

Ordered this 18<sup>th</sup> day of January, in the year nineteen hundred and thirty three, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforesaid 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 herein passed thereon, in this cause, and Martha G. Callahan the Trustee in this cause, is hereby directed to apply the trust funds, principal and interest, in the manner and in accordance with said audit, and to pay the net trust funds to the legal Guardian of said infants.

Filed February 28<sup>th</sup>, 1933.

Thomas J. Locking.

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Cause No. 2665. (A)

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixteenth day of September, in the year nineteen hundred and twenty six, the following Report and Petition was filed for recorded, to wit:-

Report of Sale of  
"The Chance Farm"  
Fd. 12" July 1926.

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
TRUST ESTATE OF	:	OF
MARY O. DUDLEY.	:	BALTIMORE CITY.

TO THE HONORABLE THE JUDGE OF SAID COURT:-

THE REPORT AND PETITION of Frank S. Dudley, Mary D. Ives and Ethel D. Earickson, Trustees in this cause under the deed of Trust to them from Mary O. Dudley, to Your Honor respectfully sets forth:

1. That among the assets in the hands of your trustees and petitioners in this trust estate is an undivided one-third interest and estate held in common with the Executors and Trustees under the last will and testament of Hiram G. Dudley, deceased, in the tract of land or farm known as "The Chance Farm" &c., situate on Paca's or Wye Island in the Fifth Election District of Queen Annes County, Maryland, containing about two hundred and thirty acres of land, more or less, more particularly described in the Report and Petition filed simultaneously herewith in this Court in the cause herein entitled "Frank S. Dudley and Thos. J. Keating, Executors and Trustees, vs. Hiram G. Dudley, Jr., et al.

2. That this Court has assumed jurisdiction over both the Trust Estate of Mary O. Dudley under the aforesaid deed of trust filed in the above entitled cause and over the Trust estate created by and under the terms and conditions of the last will and testament of Hiram G. Dudley, deceased, and both said trust estates are now being administered under the jurisdiction of this Honorable Court.

3. That the said Hiram G. Dudley, by the terms of his will, did authorize and empower his executors and trustees to make sale of all or any of his real estate and the said Mary O. Dudley, by her aforesaid deed of trust, did authorize and empower your petitioners and trustees to make sale of all and any part of the real estate by said deed conveyed.

4. That your petitioners and the trustees under the will of said Hiram G. Dudley, deceased, have received and, subject to the ratification of this Court, have accepted from W. Herman Hopkins of Talbot County, Maryland, Agent, an offer to purchase the aforesaid tract of land or farm at and for the sum of FOURTEEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS, less a brokerage thereout of 5% upon the following terms of sale: two thousand dollars of the purchase money to be paid at the time of signing the contract of sale and the remainder thereof upon the execution and delivery of the deed of conveyance with taxes and insurance adjusted to the first day of July. Such balance as may remain unpaid on July 10th is to bear interest until paid from said date.

5. That, unless said tract of land is sold, your petitioners and the trustees of the estate of Hiram G. Dudley, deceased, will be obliged to expend large sums of money upon needed improvements and repairs to the buildings upon said farm in order to continue to let and lease the said farm to advantage to suitable tenants and these trustees and the trustees of the estate of Hiram G. Dudley are advised and believe and charge that said sale is advantageous to and for the best interest of their respective trust estates; that the said terms of sale are reasonable and fair and the purchase money represents the fair market value of the farm; and that the interest upon the purchase money will yield to this estate a larger net income than the net income from said farm under the terms of rental and the tenancy system in the locality thereof and in view of the present condition of the buildings thereon.

6. That your petitioners and Hiram G. Dudley Jr., one of the trustees of the estate of Hiram G. Dudley, deceased, together with Elizabeth Dudley, infant daughter of Charles C. Dudley, deceased, and Mary O. Dudley, the grantor in the above mentioned deed to your petitioners, are the only present parties in interest in the said farm and all the said parties in interest are desirous that said sale of said farm shall be ratified by this Court. The said infant having assented thereto through her Guardian.

The foregoing Report of Sale is hereby respectfully submitted and your petitioners pray that an order may be passed ratifying and confirming said sale.

Frank S. Dudley

Mary D. Ives

Ethel D. Eareckson  
Trustees of Mary O. Dudley.

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 12th day of July, in the year 1926, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Frank S. Dudley and made oath in due form of law that the matters and things stated in the foregoing report and petition 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.

(Seal)

(Place)

Jeanette S. Fleisher

Notary Public.

The foregoing Report and Petition and the assent thereto filed with the like petition of the Trustees of the Estate of Hiram G. Dudley, deceased, having been read and considered, IT IS THEREUPON, this 12th day of July, in the year 1926, by The Circuit Court of Baltimore City, ORDERED that the sale of the real estate in said report and petition mentioned and described, upon the terms therein stated, be and the same is hereby ratified and confirmed, and, upon payment of the purchase money, the trustees in this cause are authorized and directed to unite with the Trustees of the estate of Hiram G. Dudley, deceased, in a deed of Conveyance of the said real estate in said report mentioned.

Duke Bond

STATE OF MARYLAND,

CITY OF BALTIMORE, SS:

I, CHARLES R. WHITEFORD, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Report of Sale and Order of Court now on file in this office in the cause therein entitled as above.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 16th day of September A. D. 1926.

Seal's  
Place.

Chas. R. Whiteford

CLERK.



Cause 2665 (B)

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

Order

Fd. 10<sup>th</sup> May 1921

HIRAM G. DUDLEY, Jr., Trustee.	:	IN THE CIRCUIT COURT
	:	
vs.	:	OF
	:	BALTIMORE CITY.
	:	
FRANK G. DUDLEY, Trustee, et al	:	

-----  
ORDER OF COURT.

This cause having come on to be heard and the Bill of Complaint, Answers, Exhibits and Testimony having been read and considered, it is this 10th day of May, 1921, adjudged, ordered and decreed by the Circuit Court of Baltimore City that the jurisdiction over the trust estate created by the will of Hiram G. Dudley, deceased, be, and the same is hereby assumed by this Court; the Court costs of these proceedings to be paid out of said trust fund.

Charles W. Heuisler

Approved as to form only

Ralph Robinson  
Solicitors for Frank S. Dudley  
and Thomas J. Keating, Trustees.

T. Howard Embert  
Solicitors for Mary O. Dudley,  
Hope H. Barroll & Jas. P. Dudley

L. Wethered Barroll  
Solicitors for Hiram G. Dudley,  
Jr., Trustee.

Bernard B. Gough

Chester F. Morrow  
Solicitors for Safe Deposit &  
Trust Co., Guardian of Elizabeth L. Dudley.

Frank S. Dudley and Thos. J. Keating Executors & Trustees, vs. Hiram G. Dudley Jr., Executor & Trustee, et al.	:	In the Circuit Court of Baltimore City.
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TO THE HONORABLE, THE JUDGE OF SAID COURT:



THE REPORT AND PETITION of Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees under the last will and testament of Hiram G. Dudley, late of Baltimore City deceased, and the codicils to said will, to your Honor respectfully sets forth:-

1. That their aforesaid Testator, Hiram G. Dudley, at the time of his death, was seized and possessed of a large and valuable landed estate, consisting of real estate and farm lands located in Queen Anne's County and elsewhere in the State of Maryland, and, being so seized and possessed of said real estate and farm lands, departed this life leaving a last will and testament and codicils thereto which have been duly admitted to probate in the Orphans' Court of Baltimore City and a duly certified copy of said will and codicils thereto, with the probate thereof, is now on file in these proceedings.

2. That the said Testator, Hiram G. Dudley, by his said last will and testament and the codicils thereto, devised and bequeathed all of his estate real and personal to your petitioners and to Charles C. Dudley (the latter of whom predeceased the testator), as the executors of his said will and the codicils thereto, in trust to hold, manage and dispose of the same as directed in said will and did therein authorize and empower the trustees to make sale of all or any part of the real estate when, in the judgment of the trustees, a sale would be advantageous to the trust estate.

3. That Mary O. Dudley, the widow of said Testator, renounced as a devisee and legatee under said will and elected to take her one third interest and estate in the real estate and personal property of the said Hiram G. Dudley, deceased, and subsequent to her said election conveyed, by way of deed, her entire one third interest and estate as widow of said deceased, to Frank S. Dudley, Mary D. Ives, and Ethel D. Earickson in trust to hold manage and dispose of as directed by said deed of conveyance; a certified copy of which said deed from Mary O. Dudley is now on file in the proceedings in this Court entitled "IN THE MATTER OF THE TRUST ESTATE OF MARY O. DUDLEY".

4. That, as will fully appear by reference to the proceedings in this cause and to the aforesaid proceedings entitled "IN THE MATTER OF THE TRUST ESTATE OF MARY O. DUDLEY", this Court has assumed jurisdiction over both the trust estate created by and under the terms and provisions of the last will and testament of Hiram G. Dudley and the trust estate created under the terms and provisions of the aforesaid deed from Mary O. Dudley and both of which said trust estates are now being administered under the jurisdiction of this Honorable Court.

5. That among other real estate owned by the said Hiram G. Dudley at the time of his death is a tract of land or farm, known as "The Chance Farm", "The Shawn Farm", or "The Paca's Island Farm", or by whatsoever other name or names the same may be called or known, situate on Paca's Island or Wye Island, in the Fifth Election District of Queen Anne's County, Maryland, on the left or South side of the public road leading from Wye Island Ferry Bridge to Wye Island Ferry, on Dividing Cove, Granary Cove and Wye River, containing 234 Acres, 2 roods and 36 Perches of land, more or less, said tract of land or farm having been conveyed, after the death of the said Hiram G. Dudley, to your petitioners as Executors and Trustees under the said last will and testament and the codicils thereto of said Hiram G. Dudley by Sada L. Dudley and Bernard B. Gough, Administrators of Charles C. Dudley, deceased, and by said Sada L. Dudley as the widow of said Charles C. Dudley, by deed dated January 27th, in the year 1919, and duly recorded among the land records of Queen Anne's County in Liber J. F. R. # 1, folios 597 &c.

6. That your petitioners and the aforesaid trustees under the deed of trust from Mary O. Dudley have received and, subject to the ratification of this Honorable Court, have accepted from W. Hermon Hopkins of Talbot County, Agent, an offer to purchase said tract of land or farm hereinabove described at and for the sum of Fourteen Thousand Seven Hundred and Fifty Dollars, less a brokerage thereout of 5% on the amount of the purchase money, the terms of sale to be as follows: Two Thousand Dollars thereof at the time of signing the contract of sale and the balance thereof upon the execution and delivery of the deed of conveyance, if the balance is not paid interest is to accrue thereon from and after July 10th 1926, and taxes and insurance premiums are to be adjusted to July 1st, 1926.

7. That, unless said tract or farm is sold, your petitioners and the trustees of Mary O. Dudley will be obliged to expend considerable sums of money upon needed repairs and improvements to the buildings upon said farm in order to continue to rent and lease the same to suitable tenants of the farm and your petitioners and the trustees of Mary O. Dudley are advised and believe and charge that said sale is advantageous to and for the best interest of their respective trust estate; that the terms thereof are reasonable and fair and the purchase money represents what they believe is the fair market value of said farm; and that the interest upon the purchase money will produce, when invested, a larger net income to these trust estates than the net income from said farm under the usual terms and conditions of tenancy in the locality of this farm and view of the present condition of the buildings upon said farm and the costs incident to the repair thereof.

8. That your petitioners (except the petitioner, Thomas J. Keating) and the said Trustees of Mary O. Dudley are all parties in interest under both the

aforesaid last will and testament of Hiram G. Dudley and the aforesaid deed from Mary O. Dudley and being familiar with the value of real estate in the locality of this farm, are desirous that the aforesaid sale may be ratified and confirmed by this Honorable Court.

The foregoing Report of Sale is hereby respectfully submitted and your petitioners pray that an order may be passed by this Honorable Court ratifying and confirming the aforesaid sale.

Frank S. Dudley

Hiram G. Dudley, Jr.

Thomas J. Keating

Executors and Trustees of the Estate  
of Hiram G. Dudley.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 12th day of July, in the year nineteen hundred and twenty-six, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Frank S. Dudley, one of the petitioners above mentioned, 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 said sale was fairly made.

Witness my hand and Notarial Seal

(Notarial Seal)

Jeannette S. Fleischer  
Notary Public

The Undersigned, Mary O. Dudley, and THE SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE CITY, Guardian to Elizabeth Dudley infant daughter of Charles C. Dudley, deceased, the said Mary O. Dudley and the said Elizabeth Dudley together with the petitioners and trustees in the estate of Hiram G. Dudley and the petitioners and trustees in the estate of Mary O. Dudley, being all the present parties in interest in the real estate mentioned and described in the foregoing petition do hereby consent to the passage of the order as prayed in said report and petition in so far as our assent thereto may be necessary.

Mary O. Dudley

Safe Deposit & Tr. Co. of Balto.  
Guardian

By W. R. Hubner, Asst. Secy.

Frank S. Dudley and  
Thos. J. Keating,  
Executors and Trustees,  
vs.  
Hiram G. Dudley Jr. et al.

: In the Circuit Court  
:  
:  
: of Baltimore City  
:  
:  
:

The foregoing Report and Petition and the assent thereto having been read and considered IT IS THEREUPON, this 12th, day of July, in the year nineteen hundred and twenty-six, ORDERED, that the sale of the real estate in said report mentioned and described, upon the terms of sale therein mentioned, be and the same is hereby ratified and confirmed and, upon payment of the purchase money, the Executors and Trustees in this cause are authorized, empowered and directed to unite with the Trustees under the Deed of Trust from Mary O. Dudley in a Deed of Conveyance of the real estate in said report described.

Duke Bond

STATE OF MARYLAND,

CITY OF BALTIMORE, SS:

I, CHARLES R. WHITEFORD, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Order of Court, Report of Sale and order of ratification now on file in this office in the cause therein entitled as above.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 14th day of August A. D. 1926.

Seal's  
Place.

Chas. R. Whiteford

CLERK

Cause No. 2676.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixteenth day of November, in the year nineteen hundred and thirty, the following Bill of Complaint was filed for record, to wit:-

Katie Freeman, widow, Lettie Fuller, widow,  
Lelia Woodall Swartzbaugh and H. A. Swartz-  
baugh, her husband.

vs.

Alfred Anderson and James Anderson, minor  
son of Alfred Anderson.

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

To the Honorable, the Judges of said Court:

The Bill of Complaint of your orators respectfully says:

1-----That May E. Woodall, nee Mary E. Pardee, late of Queen Anne's County, State of Maryland, deceased, was in her life time seized and possessed in fee simple, and died so seized and possessed, of a tract of land situate, lying and being in the First Election District of County and State aforesaid, called adjoining the lands of Mary Roe et al; that said tract of land was conveyed unto the said Mary E. Woodall by two deeds, one from Stephen E. Pardee et al dated the Tenth day of May, 1872 and recorded among the land records for County aforesaid in Liber J. " # 3 folio 363 &c, and a second deed releasing the dower of Lydia Pardee therein dated the 4th. of April 1872 and recorded among the aforesaid land records in Liber J. W. #3 folio 314 &c. certified copies of which said deeds are filed herewith and prayed to be taken as a part hereof.

2-----That the said Mary E. Woodall being so sized and possessed of the aforesaid land departed this life, intestate, sometime about the year 1897 and leaving surviving her a husband, James E. Woodall who departed this life in month of October, in the year nineteen hundred and twenty six, and also the following children and heirs at law, to wit:

- (a) Your oratrix Katie Freeman, a widow who resides in City of Los Angeles, State of California and who is more than twenty one years of age.
- (b) Your oratrix Lettie Fuller, a widow, who resides in city of Los Angeles, State of California, and who is more than twenty one years of age.
- (c) Your oratrix Lelia Woodall Swartzbaugh, over twenty one years of age who has intermarried with H. A. Swartzbaugh and who lives in City of Chicago, State of Illinois.
- (d) Edna Woodall Nason who intermarried with Robert C. Nason, being residents of the City of Chicago, and she being more than twenty one years of age.
- (e) Florence Danforth who intermarried when over twenty one years of age with Samuel Danforth and who resides in City of St. Joseph, State of Michigan, The said Samuel Danforth departed this life some time during year nineteen hundred and twenty six.
- (f) Viola G. Anderson who ware more than twenty one years of age and who intermarried with the respondent, Alfred Anderson; the said Viola G. Anderson departed this life sometime in year nineteen hundred and twenty two or twenty three and left surviving her her husband Alfred Anderson and a minor son James Anderson, said surviving her band and minor son now living in City of St. Joseph, State of Michigan.

That prior to her marriage to Robert C. Nason J. Edna Woodall did convey all of her title, interest and estate in and to this land unto her sister, Lelia Woodall Swartzbaugh in fee simple, a certified copy of this conveyance being filed herewith and prayed to be made a part hereof.

That Florence Danforth and Samuel Danforth her husband by deed dated the 14th day of July 1923 and recorded among the land record of County aforesaid did convey her right, title, interest and estate unto her sister Lelia Woodall Swartzbaugh, a certified copy of said conveyance being filed herewith and prayed to be made a part hereof.

That by virtue of the last two mentioned conveyances the said Lelia Woodall Swartzbaugh became seized of an undivided one third interest in said land which said interest together with the interest already held by her new makes her seized

in fee of an undivided one half interest in said land.

That said land will not admit of being divided among the parties in interest thereto as aforesaid without less or injury to the parties entitled thereto, and your orators are advised that they are entitled to have the land sold and the proceeds brought into this Honorable Court and distributed among the parties entitled according to their respective interests therein.

To the end therefore:

That a decree for the sale of the said land may be passed by this Honorable Court and that the proceeds of that sale brought into this court for the purposes of distribution among the parties entitled thereto according their respective interests.

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

May it please your Honors to grant unto your orators the Order of Publication directed against the absetn non resident defendant Alfred Anderson and his son James Anderson a minor and giving unto them notice of the object of these proceedings and the substance of this Bill and warning them to be or appear in this Honorable Court in person or by counsel on or before a certain day to be named therein to show cause, if any there by, why a decree ought not to pass as prayed.

And as in duty bound &c.

James T. Earle  
Solicitor for the Complainants.

#### ORDER OF PUBLICATION

Katie Freeman, widow, Lettie Fuller, widow,  
Lelia Woodall Swartzbaugh and H. A. Swartzbaugh,  
her husband.

vs.

Alfred Anderson and James Anderson, minor son  
of Alfred Anderson.

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

The object of this suit is to procure a decree of for sale of that farm of which Mary E. Woodall died seized and possessed situate, lying and being in the First Election District of County and State aforesaid. The Bill states that Mary E. Woodall died seized and possessed of said farm in fee and left surviving her six children, Katie Freeman, Lettie Fuller, Lelia Woodall Swartzbaugh, J. Edna Nason, Florence Danforth and Vila G. Anderson, That all of said children are over twenty one years of age. That Viola G. Anderson is dead and left surviving her a son, James Anderson, a minor and his father Alfred Anderson, both residents of city of St. Joseph State of Michigan. That the Bill prays for a decree to sell said land and to have the proceeds brought into this Honorable Court for purpose of distributing same among the parties entitled thereto according to their respective interests therein, as property is not susceptible of division among parties interested therein without loss and injury.

That the said Alfred Anderson, surviving husband of Viola G. Anderson and her son James Anderson, a minor are non residents of the State of Maryland.

It is thereupon this 16th day of November, in the year nineteen hundred and twenty six ordered by the Circuit Court for Queen Anne's County, in Equity that the complainants by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland once in each of four successive weeks before the 20th day of December next give notice to said absent non residents of the object and substance of this Bill and arning them to be or appear in person or by counsel in this Court on or before the 10th day of January next and show cause if any there be why a decree ought not to be passed as prayed.

B. Hackett Turner, Clerk.

Filed November 16th, 1926.

ORDER TO JAMES T. EARLE TO  
ENTER APPEARANCE.  
Filed Nov. 16th, 1926.

James T. Earle,  
Attorney at Law,  
Centreville, Md.

You are hereby directed to docket suit in Circuit Court for Queen Anne's County, in Equity, for the partition of land of which I (we) am seized of an undivided interest; this land is known as the James E. Woodall Farm in First Election District of County aforesaid, and I (we) hereby authorize you to appear in Court for us and conduct the legal proceedings necessary to sell this land and make proper distribution of proceeds of sale under order of court.

Lelia Woodall Swartzbaugh  
5909 Winthrop Ave.  
Chicago, Ill.

Dated at St. Joseph, Michigan  
Nov. 6 1926.

ORDER TO JAMES T. EARLE TO ENTER  
HIS APPEARANCE.  
Filed Nov. 16th, 1926.

James T. Earle,  
Attorney at Law,  
Centreville, Md.

You are hereby directed to docket suit in Circuit Court for Queen Anne's County, in Equity, for the partition of land of which I (we) am seized of an undivided interest; this land is known as the James E. Woodall Farm in First Election District of County aforesaid, and I (we) hereby authorize you to appear in Court for us and conduct the legal proceedings necessary to sell this land and make proper distribution of proceeds of sale under order of court.

Lottie L. Fuller.  
Katie Woodall Freeman.

Dated at Los Angeles, Cal.  
Nov. 8, 1926.

EXHIBIT A  
Filed Dec. 6th, 1926.

Queen Anne's County, to wit: Be it remembered that on the eleventh day of May, in the year eighteen hundred and seventy two, the following Deed of Contract was brought to be recorded, to wit:

U. S.	U. S.	U. S.	U. S.	U. S.
Inter. Rev.	Inter. Rev.	Inter. Rev.	Inter. Rev.	Inter. Rev.
\$5 Stamp \$5	\$2 Stamp \$2	50¢ Stamp 50¢	50¢ Stamp 50¢	5¢ Stamp 5¢
18 SEP& 72	18 SEP& 72	18 SEP& 72	18 SEP& 72	18SEP& 72
May 11"	May 11"	May 11"	May 11"	May 11"



This Deed of six parts and contract, made, and executed by and between Stephen E. Pardee and Margaret S. Pardee, his wife, of the first part, John Loller and Sarah C. Loller, his wife, of the second part, Isaac M. Pardee of the third part, William O. Price & Martha G. Price, his wife, formerly Martha G. Pardee, of the fourth part, Mary E. Pardee of the fifth part, Henrietta Pardee of the sixth part and John W. E. Sudler and Daniel Smith, all of Queen Anne's County, in the State of Maryland. Witnesseth,

Whereas in the matter of division of the real estate of Eli S. Pardee, deceased, on the equity side of the Circuit Court for Queen Anne's County, the said Stephen E. Pardee elected to take that part of said real estate designated in the return of the commissioners as Lots number one, two, four and five at the valuation thereof made by the Commissioners and executed his bond with the said John W. E. Sudler and Daniel Smith, his sureties, to the State of Maryland, in the penalty of eight thousand dollars, with the condition that the said Stephen E. Pardee shall pay to the said Sarah C. Loller, Martha G. Pardee, Mary E. Pardee and Henrietta Pardee respectively, their respective proportions of said valuation as ascertained by the final decree in said cause. And whereas in said cause also the said Sarah C. Loller elected to take that part of said real estate designated in the return of the commissioners and executed her Bond with security to the State of Maryland, in the penalty of two thousand Dollars with the condition that the said Sarah C. Loller shall pay to the said Stephen E. Pardee, Isaac M. Pardee, Martha G. Pardee, & Henrietta Pardee respectively, their respective proportions of said valuation as ascertained by the aforesaid final decree all of which will more fully and at large appear in the proceedings in the case of Stephen E. Pardee against Isaac M. Pardee and others, in said Court, and whereas the said Isaac M. Pardee has heretofore sold and conveyed to the said Stephen E. Pardee, all his, the said Isaac's right, title, interest and estate in and to these portions of said real estate designated as Lots Number one, two, four & five as aforesaid, and has been fully paid and satisfied by the said Sarah C. Loller, the money due him under the condition of her aforesaid Bond. And whereas a reckoning has been made by and between the said Stephen E. Pardee and the said the said John Loller and Sarah C., His wife, and the said William O. Price and Martha G., his wife, and the said Mary E. Pardee and the said Henrietta Pardee, of the several sums of money due and unpaid by the said Stephen E. Pardee to the said Sarah C. Loller, Martha G. Price, Mary E. Pardee & Henrietta Pardee respectively on his aforesaid Bond and by said reckoning it appears that there is due and unpaid thereon to the said Sarah C. Loller the sum of ten hundred sixty five Dollars & seventy six cents, to the said Martha G. Price, the sum of six hundred forty five Dols. and seventy seven cents, to the said Mary E. Pardee, the sum of eleven hundred and ten Dols. & forty five cents, and to the said Henrietta Pardee, the sum of twelve hundred thirteen dols. and fifty five cents, and whereas a reckoning has been made by and between the said John Loller and Sarah C., his wife, and the said Stephen E. Pardee and the said William O. Price and Martha G., his wife, and the said Mary E. Pardee and the said Henrietta Pardee of the several sums of money due and unpaid by the said Sarah C. Loller to the said Stephen E. Pardee, Martha G. Price, Mary E. Pardee and Henrietta Pardee respectively, on her aforesaid Bond and by said reckoning it appears that there is due and unpaid thereon to the said Stephen E. Pardee the sum of one hundred seventy eight dols. and seventy one to the said Martha G. Price the sum of one hundred and seventy eight dols. and seventy one cents to the said Mary E. Pardee, the sum of one hundred seventy eight Dollars and seventy cents, and to the said Henrietta Pardee the sum of one hundred seventy eight dollars and seventy one cents, and whereas the parties to this Deed and contract have mutually agreed and do hereby mutually agree in manner following, to wit: First, the said Sarah C. Loller shall and will and does take in lieu and in satisfaction of the money due her as hereinbefore set forth the land hereinafter conveyed to her; Second, the said Mary E. Pardee shall and will and does take in lieu and in satisfaction of the money due her as hereinbefore set forth, the land hereinafter conveyed to her, the note or obligation of William O. Price and Martha G. Price with John W. E. Sudler and Daniel Smith as securities thereon for two hundred and fifty nine Dollars and ninety three cents and the sum of one hundred sixty two dollars and fifty six cents in cash paid by the said Sudler and Smith; third, the said Martha G. Price shall and will and does take in lieu and in satisfaction of the money due her as hereinbefore set forth and in exchange for the last above mentioned note or obligation and the money hereinafter designated to be paid to Henrietta Pardee, the land hereinafter conveyed to her; fourth, the said Henrietta Pardee shall and will and does take in lieu and in satisfaction of the money hereinbefore set forth as due her, the land hereinafter conveyed to her and the note or obligation of William O. Price & Martha G. Price, for one hundred seventy two dols. and twenty six cents; fifth, the John W. E. Sudler and Daniel Smith shall and will and do covenant and agree that the said Henrietta Pardee shall and will ratify and confirm this Deed and Contract when called upon after her arrival at the age of twenty one years.

Now, therefore and in consideration of the premises, the said Stephen E. Pardee and Margaret S. Pardee, his wife, Isaac M. Pardee, William O. Price, & Martha G. Price, his wife, Mary E. Pardee and Henrietta Pardee, do grant unto the said Sarah C. Loller, in fee simple, all the land designated in the report of the commissioners hereinbefore referred to as Lot number three and embracing a tract of land called "Low Land", located and bounded as set forth in the Certificate of James W. Thompson, surveyor, accompanying said report and containing eighty nine acres, one rood and seventeen perches of land, more or less, Also all that woodland designated in the aforesaid Report as Lot number two of part number five and located and bounded as set forth in the Certificate of James W. Thompson, Surveyor, accompanying said report and containing twenty five acres, two roods and two perches of land, more or less,

and the said Stephen E. Pardee and Margaret S. Pardee, his wife, John Loller and Sarah C. Loller, his wife, William O. Price and Martha G. Price, his wife, and Henrietta Pardee do grant unto the said Mary E. Pardee, subject to the Dower of Lydia Pardee, widow of Eli S. Pardee, deceased, therein, all that land designated in the aforesaid Report part number one and located and bounded as set forth in the Certificate of James W. Thomson, Surveyor, accompanying said report and containing one hundred and eleven acres of land, more or less. Also all that lot of woodland designated in the aforesaid Report as part number four and located and bounded as set forth in the Certificate of James W. Thompson, Surveyor, accompanying said report and containing twenty five acres one rood and thirty six perches of land, more or less, and the said Stephen E. Pardee and Margaret S. Pardee, his wife, John Loller and Sarah C. Loller, his wife, & Mary E. Pardee do grant unto the said Martha G. Price and Henrietta Pardee as tenants in common in fee simple, all that land designated in the said report as part number two and located and bounded as set forth in the Certificate of James W. Thompson, surveyor, accompanying said report, and containing one hundred and twenty three roods and seventeen perches of land, more or less, being the eastern side of the home tract or farm known as Prices Chance and Sarah's Portion.

And the parties to this Deed do hereby mutually covenant each with the other, that they and each of them will give such other and further assurances for the land herein conveyed as may be required, and the said John W. E. Sudler and Daniel Smith do hereby covenant and agree that the said Henrietta Pardee will ratify and confirm this Deed & Contract when called upon to do so after her arrival at the age of twenty one years.

IN witness whereof the said Stephen E. Pardee and Margaret S. Pardee, his wife, John Loller and Sarah C. Loller, his wife, Isaac M. Pardee, William O. Price and Martha G. Price, his wife, Mary E. Pardee and Henrietta Pardee, John W. E. Sudler and Daniel Smith have hereunto set their hands and seals this tenth day of May in the year one thousand eight hundred and seventy two.

Test: C. W. Glanding.

The alteration on second page Sixteenth line of six hundred forty five Dols. & seventy seven cents, and also the connections in Seventeenth line now reading eleven hundred ten Dols. & forty five cents and also eighteenth line, twelve hundred thirteen Dollars & fifty five cents were made before the signing and delivery of these presents.

Test: C. W. Glanding.

S. E. Pardee	(Seal)
M. S. Pardee	(Seal)
John Loller	(Seal)
Sarah C. Loller	(Seal)
Isaac M. Pardee	(Seal)
William O. Price	(Seal)
Martha G. Price	(Seal)
Mary E. Pardee	(Seal)
Henrietta Pardee	(Seal)
John W. E. Sudler	(Seal)
Daniel Smith	(Seal)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT: I hereby certify that on this tenth day of May, in the year eighteen hundred and seventy two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Stephen E. Pardee and Margaret S. Pardee, his wife, John Loller and Sarah C. Loller, his wife, Isaac M. Pardee, William O. Price and Martha G. Price, his wife, Mary E. Pardee and Henrietta Pardee, John W. E. Sudler and Daniel Smith and did each acknowledge the foregoing Deed to be their respective act.

C. W. Glanding, J. P.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. W. No. 3, folio 363 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 December, A. D. 1926.

B. Hackett Turner Clerk.



EXHIBIT B  
Filed Dec. 10th, 1926.

Queen Anne's County, to wit: Be it remembered that on the fifth day of April, in the year eighteen hundred and seventy two, the following Deed was brought to be recorded, to wit:

U. S.  
Inter. Rev.  
50¢ Stamp 50¢  
18 LP 72  
Apr. 4"

This Deed, made this, the fourth day of April, eighteen hundred and seventy two, by me, Lydia Pardee, of Queen Anne's County, Maryland, Witnesseth, that for and in consideration of four hundred and fifty one Dollars to me in hand paid, I, the said Lydia Pardee do grant unto Mary E. Pardee, all of my life time right, title, interest and estate in and to one hundred and eleven acres of land, adjoining the lands of R. J. Goodhand, Dr. A. E. Sudler & others, where I now reside, the said one hundred and eleven acres being Lot No. 1 which was the portion of the real estate of my late husband, Eli S. Pardee, deceased, and which was laid off and set apart as my dower. Witness my hand and Seal.

Test: William D. Tarbutton.

Lydia Pardee (Seal)

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this, the fourth day of April, in the year eighteen hundred and seventy two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in & for Queen Anne's County, personally appeared Lydia Pardee, and acknowledged the foregoing Deed to be he act.

Acknowledged before

William D. Tarbutton, J. P.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J. W. No. 3, folio 314 etc., a Land Record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th. day of December, A. D. 1926.

Seal's  
Place.

B. Hackett Turner Clerk.

EXHIBIT C  
Filed Dec. 10th, 1926.

#6450. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the eighth day of May, in the year nineteen hundred and eighteen, the following DEED was brought to be recorded, to wit:-

This Deed, made this fifth day of February, A. D. 1918, between J. Edna Woodall (a spinster) party of the first part, and Lelia Woodall Swartzbaugh, of Chicago, Cook County, Illinois, party of the second part, WITNESSETH:

That, in consideration of Five Dollars (\$5.00) the said J. Edna Woodall does grant and convey unto the said Lelia Woodall Swartzbaugh, her heirs and assigns in fee the undivided one-sixth (1/6th) interest of that farm or parcel of land situate in the First Election District of Queen Anne's County, State of Maryland, and adjoining and binding as follows: On the North the lands of Dr. A. E. Sudler, on the West the lands of Joseph Mallalieu and Lemuel C. Benton, on the South the lands of Sarah C. Pierce, W. C. Sparks and Dr. A. E. Sudler and on the East the lands of W. C. Sparks and Dr. A. E. Sudler and containing one Hundred and Eleven (111) acres of land, more or less; together with all the improvements there-

on and the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the property and premises hereby mentioned to be granted and conveyed with the rights and appurtenances aforesaid unto the said Lelia Woodall Swartzbaugh, her heirs and assigns, to her and their proper use and benefit forever in fee.

And the said J. Edna Woodall covenants that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant the said property especially to the said Lelia Woodall Swartzbaugh, her heirs and assigns; and that she will execute such further assurance as may be requisite.

WITNESS, the hand and seal of the said Grantrix.

Witness: Margaret Walter.

J. EDNA WOODALL (SEAL)

STATE OF ILLINOIS, )  
COUNTY OF COOK. ) SS.

I hereby certify that on the fifth day of February, in the year of Nineteen Hundred and Eighteen before the subscriber, a Notary Public, in and of the above County, personally appeared J. Edna Woodall (a spinster) and acknowledged the foregoing deed to be her act.

In Testimony Whereof I have affixed my official seal this fifth day of February, A. D. 1918.

Oscar A. Stoffels  
NOTARY PUBLIC.

One Fifty Cent  
Internal Revenue  
Stamp.  
endorsed: JEW Feb. 5, 1918.

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 531 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 December, A. D. 1926.

B. Hackett Turner Clerk.

EXHIBIT D.  
Filed Dec. 10th, 1926.

#10,076. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the thirty first day of July, in the year nineteen hundred and twenty three, the following Deed was brought to be recorded, to wit:-

THIS DEED, Made this fourteenth day of July, A. D. 1923, between Florence Woodall Danforth, of St. Joseph, Berrien County, Michigan, and Lelia Woodall Swartzbaugh, of Chicago, Cook County, Illinois, WITNESSETH:

That in consideration of five dollars (\$5.00) the said Florence Woodall Danforth does grant and convey unto the said Lelia Woodall Swartzbaugh, her heirs and assigns, in fee, the undivided one-sixth (1/6th) interest of that farm, tract or parcel of land situate in the first election district of Queen Anne's County, State of Maryland, and adjoining and binding as follows: On the north the lands of Dr. A. E. Sudler, on the West the lands of Joseph Mallalieu and Lemuel C. Benton, on the South the lands of Sarah C. Pierce, W. C. Sparks and Dr. A. E. Sudler

and on the East the lands of W. C. Sparks and Dr. A. E. Sudler, and containing One Hundred and Eleven (111) acres of land, more or less; together with all the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the property and premises hereby mentioned to be granted and conveyed with the rights, and appurtenances aforesaid unto the said Lelia Woodall Swartzbaugh, her heirs and assigns, to her and their proper use and benefit forever in fee.

And the said Florence Woodall Danforth covenants that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant the said property especially to the said Lelia Woodall Swartzbaugh, her heirs and assigns; and that she will execute such further assurance as may be requisite.

WITNESS the hand and seal of the said Grantrix.

Witness:  
W. R. Stevens,  
Carrie Steen

Florence Woodall Danforth (SEAL)  
Samuel D. Danforth (SEAL)

STATE OF MICHIGAN )  
COUNTY OF BERRIEN. ) SS.

I hereby certify that on the fourteenth day of July, in the year of Nineteen Hundred and Twenty-three, before the subscriber, a Notary Public in and of the above County, personally appeared Florence Woodall Danforth and her husband (Samuel D. Danforth) and acknowledged the foregoing Deed to be their act.

In testimony whereof I have affixed my official seal this fourteenth day of July, A. D. 1923.

Notary  
Public  
Seal.

One fifty cent Int. Rev.  
Stamp, endorsed: WFD 7/14/23.

Wm. R. Stevens  
NOTARY PUBLIC.

Notary Public.  
Berrien Co., Mich.  
My Commission expires Sept.  
6-1924.

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. #11, folio 89 etc., a Land Record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th. day of December, A. D. 1926.

Seal's  
Place.

B. Hackett Turner Clerk.

CERTIFICATE OF PUBLICATION  
OF ORDER OF PUBLICATION.  
Filed January 24th, 1927.

ORDER OF PUBLICATION.

Katie Freeman, widow, Lottie Fuller,  
widow, Lelia Woodall Swartzbaugh, and  
H. A. Swartzbaugh, her husband.

vs.

Alfred Anderson and James Anderson,  
minor son of Alfred Anderson.

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

The object of this suit is to procure a decree of for sale of that farm of which Mary E. Woodall died seized and possessed situate, lying and being in the First Election District of County and State aforesaid. The Bill states that Mary E. Woodall died seized and possessed of said farm in fee and left surviving her six children, Katie Freeman, Lottie Fuller, Lelia Woodall Swartzbaugh, J. Edna Nason, Florence Danforth and Viola G. Anderson. That all of said children are over twenty one years of age. That Viola G. Anderson is dead and left surviving her a son, James Anderson, a minor and his father, Alfred Anderson, both residents of city of St. Joseph, State of Michigan. That said Bill prays for a decree to sell said land to have the proceeds brought into this honorable Court for purpose of distributing same among the parties entitled thereto according to their respective interests therein as property is not susceptible of division among parties interested therein without loss and injury.

That the said Alfred Anderson, surviving husband of Viola G. Anderson, and her son, James Anderson, a minor are non residents of the State of Maryland.

It is thereupon this 16 th day of November, in the year nineteen hundred and twenty six ordered by the Circuit court for Queen Anne's county, in Equity, that the complainants by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the 20th day of December next give notice to said absent non-residents of the object and substance of this Bill and warning them to be or appear in person or by counsel in this Court on or before the 10th day of January next and show cause if any there be, why a decree ought not to be passed as prayed.

B. HACKETT TURNER, Clerk.  
True Copy  
Test: B. HACKETT TURNER, Clerk.  
Filed Nov. 16th, 1926.

THE CENTREVILLE RECORD

Centreville, Md., January 24th, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order of Publication in the case of Katie Freeman, widow, Lottie Fuller, widow, et al. vs. Alfred Anderson, 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 20 day of December in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

PETITION AND AFFIDAVIT WITH ORDER OF COURT  
THEREON FOR APPOINTMENT OF GUARDIAN AD LITEM  
AND ORDER APPOINTING SAME.  
Filed Jany. 27th, 1927.

Katie Freeman et al                   #                   In the Circuit Court for Queen Anne's  
  #                   County, in Equity.  
  #  
vs                                       #  
  #  
Alfred Anderson et al               #

To the Honorable, the Judges of said Court:

The Petition of Katie Freeman by James T. Earle her attorney to your Honors respectfully shows:

That all of the plaintiffs are non residents of State of Maryland as well as the two defendants; that an Order of Publication has been duly published and service gotten on the defendants by this method; that a Decree Pro Confesso has been granted against the non resident defendants; that one of the aforesaid non resident defendants is an infant.

Your orator therefore prays that a guardian ad Litem who has no interest except to protect the rights of the aforesaid non resident infant may be appointed to appear, answer and defend the suit for the said infant, James Anderson.

And as in duty bound &c.

1436812

James T. Earle  
Attorney for Katie Freeman, Plaintiff.

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 twenty seven before me, the subscriber a Clerk of Circuit Court of the State of Maryland in and for Queen Anne's County aforesaid personally appeared James T. Earle, attorney for Katie Freeman 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.

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

ORDERED this 28th day of January, in the year nineteen hundred and twenty seven by the Circuit Court for Queen Anne's County in Equity, upon the foregoing petition and affidavit that Edwin H. Brown, Jr. be and he is hereby appointed Guardian Ad Litem to appear, answer and defend for James Anderson, the infant defendant in the above entitled cause.

Thomas J. Keating.

Filed Jan. 28th, 1927.

DECREE PRO CONFESSO  
Filed January 28th, 1927.

Katie Freeman et al         #                 In the Circuit Court for Queen Anne's County,  
                              vs                 #                                 In Equity.  
Alfred Anderson et al       #                                 Cause #2676.

It appearing that the proceedings hath included the Order of Publication heretofore issued therein and that the sae has been duly published in The Centreville Record, a newspaper printed and published in Queen Anne's County, Maryland as prescribed by said Order of Publication and that the defendant, Alfred Anderson, having failed to appear, either in person or by counsel, and the answer the Bill of Complaint therein filed against them.

It is thereupon, this 28th day of January, 1927, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the said Bill of Complaint be and the same is hereby taken pro confesso against the said non resident defendant, Alfred Anderson.

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

Thomas J. Keating.

ANSWER OF GUARDIAN AD LITEM  
Filed Jan. 28th, 1927.

Katie Freeman et al         #                 In the Circuit Court for Queen Anne's County,  
                              vs                 #                                 in Equity.  
Alfred Anderson et al.       #

The Answer of   Guardian ad Litem for  
James Anderson, infant defendant in the above entitled cause to your Honors respectfully shows:

That your Guardian ad Litem representing the aforesaid infant defendant neither admits nor denies the matters and facts stated in the Bill of Complaint filed against the said infant defendant and respectfully submits his rights as the legal representative of said infant defendant to such order or decree as may be passed by this Honorable Court and as may be right and proper in the premises.

Edwin H. Brown, Jr.  
Guardian ad Litem for James Anderson, infant defendant.

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

I hereby certify that on this 28th day of January 1927 before me, the subscriber, a Notary Public for Queen Anne's County aforesaid, State aforesaid, personally appeared Edwin H. Brown, Jr., and made oath in due form of law that the matters and facts stated in the foregoing answer filed by him as Guardian ad Litem for the infant defendant are true to the best of his knowledge and belief.

Notary  
Public  
Seal.

Lida Hopkins

Notary Public.

DEPOSITIONS  
Filed Feby. 7th, 1927.

Katie Freeman et al	#	In the Circuit Court for Queen Anne's County, in Equity.
vs	#	
Alfred Anderson et al	#	

To the Honorable, the Judges of said Court:

The Report of Madison B. Bordley, one of the regular examiners of this Honorable Court to your Honors respectfully shows: that by virtue of the power and authority vested in him through and by an order of the Circuit Court (the same being a decree pro confesso passed this 28th. day of January, 1927, in the above entitled cause did pursuant to said order on the seventh day of February, 1927, at hour of ten thirty o'clock at the office of James T. Earle in town of Centreville, Maryland, attend, and proceeded to take the following testimony for the plaintiffs in the above entitled cause the infant defendant being represented by Edwin H. Brown, Jr., guardian ad litem, the other defendant, Alfred Anderson, adult defendant being not represented either in person or by counsel, but against whom there is a decree pr confession.

The following exhibits Ex. A-B-C-D being certified copies of the several deeds mentioned in the Bill of Complaint filed in this cause were filed with your examiner at the time of taking of the testimony, and to be taken as a part hereof.

B. F. Nickerson, a witness of lawful age being produced on the part of the plaintiff, after being duly sworn deposeth and saith.

State your name, age, residence and occupation.

My name is B. F. Nickerson; I am 54 years of age; I am in merchandising business and I live in Sudlersville, Queen Anne's County.

I have just read your the names of all parties to these proceedings. Do you know them all, and if not then whom do you know.

I know all of them except Mr. Anderson and his minor son the defendants.

How long have you known the parties to these proceedings.  
for many years.

How did you happen to know the parties to these proceedings.

I was a tenant on the farm of their parents for several years when all of the plaintiffs were young and I knew them.

Did you know Mrs. James Woodall who was a Miss Pardee.

I did not.

Did you know Mr. James E. Woodall.

I did.

Is Mrs. Woodall living or dead and if dead about how long has she been dead.

Mrs. Woodall is dead and to best of my recollection died about 30 years ago.

Is Mr. Woodall dead and if so when did he die.

Mr. Woodall died about one year ago.

Did either of the last named, Mr. or Mrs. Woodall leave a last will and testament.

I have heard that they did not.

Are the plaintiffs to this suit the only surviving children of Mr. and Mrs. James Woodall.

They are. There was another daughter Viola who died a few years ago and left surviving her a husband and a minor child. Her married name was Anderson. She lived out West.

Are all of the plaintiffs grown.

Yes.

Where do the plaintiffs live.

I don't know where all of them live, but Mrs. Fuller and Mrs. Freeman live in California and the others live out West.

Do you know the land known as the Woodall or Pardee Farm, and if so tell me where it is located and whether or not it is susceptible of division between all parties named in these proceedings with out loss or injury to any of them.

Yes, I know this land well as I was a tenant on this farm for several years. It is located in First Election District of this County, near Dudley's Chapel and between the lands of Mrs. Oscar Roe and the Benton farm. It contains about 120 acres of land and to my mind cannot be divided equally between the parties without injuring some of them as there is only one set of buildings and the property could not be so distributed as to be equal to all, and then again it is not on public road but is reached through another farm and also by a long lane and this would also interfere with any division.

What is your opinion of the value of this land.

About \$4,000.00.

Do you know whether Mrs. Fuller and Mrs. Freeman are married and if their husbands are living.

I have understood that they are widows.

In your opinion would it be advantageous to all parties interested in this property to sell same and bring proceeds into the court to have court make distribution of proceeds of sale in accordance with rights and interests of parties.

Yes, I think that it would be to interest and advantage of all parties to have land sold and proceeds divided under order of court. There is an infant and the interest of this infant could be better protected in my opinion in this manner than by permitting the farm to be held as now owned.

Examiner's special.

I do not.

Test:

B. F. NICKERSON

M. B. Bordley.

Spencer Walls, a witness of lawful age being produced on part of plaintiff deposeseth and saith:

State your name, age, residence and occupation, if you please.

My name is Spencer Walls; I am 60 years old; I live in Sudlersville, Queen Anne's County, Maryland I am a canner.

Mr. Walls, this is a suit that is amicably instituted by Mrs. Freeman, a daughter of the late Mrs. Woodall and Mr. Woodall, against other children and heirs at law of her parents, looking forward to sale of a farm near Sudlersville, in which several of them have an undivided interest; do you know the parties to suit as I name them and are they of age and where do they reside and do they live in State of Maryland.



I know all of the adults to this suit. They are the daughters of Mr. and Mrs. James Woodall and are all of age. I know the farm in question and they are not living in Maryland but somewhere in West. I know that some of them live in California but do not know just where others live.

Mr. Walls, do you know the minor child of Viola Anderson, nee Viola Woodall.

I do not. I know that there is a minor child but no more about this matter. I knew the child's mother and knew she was dead and that she left a child.

Mr. Walls do you know whether the parties to this suit are all of the surviving children of Mr. and Mrs. James Woodall.

They are.

Mr. Walls did you know Mrs. Woodall. Is she living or dead, and if dead can you locate the time of her death.

I knew Mrs. Woodall and she has been been dead about about 30 years to best of my knowledge and belief.

Do you know whether Mrs. Woodall left a last will and testament.

I have heard that she did not. I know that I never knew or heard of such will and have understood always that she did not leave a will.

Mr. Walls I herewith hand you a certified copy of deed describing a tract of land in First Election District of this County adjoining the Benton and Roe land. Is this the farm of which Mrs. Woodall died seized and possessed.

I have always understod that the land described in deed is the same land of which Mrs. Woodall died seized and possessed.

Is this land susceptibel of division among the parties in interest without loss and injury to any of them and if not state your reason for so answering.

This farm contains about 125 acres so I have always heard and it will be impossible to give unto each child or heir an equal acreage of land that will be of equal value to other acres or divisions as there is only one set of buildings and the land is so located that it cannot be divided in this manner.

What is the land in your judgment worth?

I think that on fair terms of cash and credit it is worth about \$4,00.00.

Is this farm directly on any public road.

No, it lays back from all public roads and has a right of way through another farm to same on one side and from the other road it has a long lane or entrance to it--- it is a considerable distance from both public roads, but is a good piece of land when you reach it.

Is Mr. Woodall dead and if so when did he die.

He died last year.

Do you know whether he left a will.

I heard he did not. I never heard of any that he left.

Do you think it would advantageous to have this land sold and proceeds of that sale brought into court and distributed by court to parties in interest.

I think it would. If this land be rented it would not more than pay expenses and it would be much better in my judgment to sell land and give each party his or her money and the share of infant can be invested and this will pay him something and if rented it will not pay as much to any one.

Examiner's special.

I do not.

SPENCER WALLS.

Test:

M. B. Bordley.

Johnathan Chance, a witness of lawful age being produced on part of plaintiff deposeth and saith:

State your name, age, residence and occupation.

My name is Johnathan Chance, I am 65 years old, I live in Sudlersville, Maryland, this county, and I am a merchant.



I am going to read you the Bill of Complaint filed in these proceedings and I now ask you do you know the parties to this suit and how long have you know them.

Yes, I know all of the parties to this suit, except the defendants I have known all parties except the defendants for many years. I knew Mr. and Mrs. Woodall, their parents.

Do you know where the plaintiffs live and whether they are all of age.

I know that some of them, Mrs. Fuller and Mrs. Freeman live in California, the others live somewhere out West and they are all of a age.

Do you know whether Mr. and Mrs. James Woodall are dead.

Yes, Mr. Woodall died last year and Mrs. Woodall has been dead to best of my recollection about 30 years.

Do you know whether Mr. Woodall left a last will and testament.

I have never heard of any. I don't think he did.

Do you know whether Mrs. Woodall left a last will and testament.

I think that she did not.

Do you know the location of the Woodall farm and its size.

This farm is located between the Roe and Benton land and near Dudley's Chapel in First District and I have always understood it contains about 125 acres of land.

Do you know anything about the defendants to this suit.

I know that Viola married a man name Anderson; that she is dead and have always understood that she left a child but I don't know whether the child is a boy or girl. Have heard that the husband still lives somewhere in West.

From your knowledge of this land, located as it is between two other farms, in your opinion can the same be equally divided without loss and injury between all the parties. If not why not.

The farm does not lay on any public road. It has an outlet to two roads, one outlet being across the land of another farm and there is a long narrow lane leading into farm for other outlet. There is only one set of buildings and the land is so located that it cannot be equally divided into as many parts as there are heirs as all parts would not be of equal worth.

I now hand you a deed, certified copy, and is the land described therein the same as you have understood the Woodall Farm to be.

It is.

Do you think that it would be advantageous for all parties in interest that land be sold and proceeds of that sale be distributed under Court's direction rather than have land held as tenants in common by all interested.

I do.

Do you believe it would be to advantage of all parties to have this land sold and proceeds divided among parties in interest according to their respective rights.

I think it would be best to sell the land and divided the money. If this farm be rented it will hardly pay expenses and if it be sold the money can be used or put out at interest and this would pay each one something. This would help the infant as the interest on his share would probably be more than his share of any rent after deducting his share of expenses.

Examiner's special.

I do not.

JONATHAN CHANCE

Test:

M. B. Bordley.

There being no other witnesses and the plaintiff requiring no further time for the production of evidence your examiner closes the within testimony and certifies that he was engaged one day in taking the same making the charges against the plaintiffs as follows:

Examiners fee	\$4.00
Three witness fees	2.25 \$6.25

Respectfully submitted,

Madison B. Bordley.  
Examiner.

PETITION TO HAVE COMMISSION  
ISSUE TO TAKE TESTIMONY.  
Filed March 12th,, 1927.

Katie Freeman et al } In the Circuit Court for Queen Anne's County  
vs. }  
Alfred Anderson et al. } In Equity.

To the Honorable, the Judges of said Court:

The petition of Katie Freeman respectfully shows:

That it is necessary and expedient that certain testimony be taken to sustain the allegations of Bill of Complaint filed in this Cause, said testimony to be obtained from non resident witnesses, Lelia W. Swartabaugh.

It is therefore essential that a commission to take said testimony issue to take said testimony.

May it please your Honors to grant unto your petitioner an order and commission directed to L. M. Foley, Notary Public, of Chicago, Ill. to take such testimony as may be produced on part of Plaintiff to support the Bill of Complaint filed in this Cause said testimony to be given by Lelia W. Swartzbaugh.

Ordered, on the foregoing petition this 12th day of March A. D. 1929 by the Circuit Court for Queen Anne's County in Equity that a commission be issued out of this Honorable Court by the Clerk thereof to L. M. Foley Notary Public of Chicago, Illinois to take such testimony of Lelia W. Swartzbaugh, a witness produced by the Plaintiff, as may be pertinent to the issue and to sustain the Bill filed herein.

Thomas J. Keating.

Filed March 12th, 1927.

COMMISSION TO TAKE TESTIMONY;  
OATH OF COMMISSIONER AND  
INTERROGATORIES.  
Filed Apr. 11th, 1927.

Katie Freeman et al # In the Circuit Court  
Vs. # for Queen Anne's County,  
Alfred Anderson et al. # in Equity. State of  
# Maryland, SCT:-  
#

The State of Maryland to L. M. Foley, Notary Public, #1516 Insurance Exchange Building, Chicago, Ill. Greeting:

Know ye, that we have appointed you to be our commissioner to examine evidence in a cause depending in the Circuit Court for Queen Anne's County, in Equity, between Katie Freeman et al and Alfred Anderson et al.

We therefore require you, having first taken the oath hereunto annexed, that, at such time and place as to you shall seem convenient you cause to come before you all such witnesses as shall be named and produced to you by the plaintiffs; and that you examine them or any of them on their corporal oaths, to be administered by you on the Holy Evangely of Almighty God, touching their knowledge or emembrance of anything that may relate to the aforesaid cause; and that you cause notice to be given to the person or their attorney of this commission before you execute the same; and having reduced the depositions of the witness or witnesses so taken by you into writing, you send the same with this, our commission, closed under your hand and official seal, to the Clerk of the Circuit Court for Queen Anne's County, Centreville, Maryland, with all convenient speed.

Witness the Honorable, William H. Adkins, Chief Judge of the Circuit Court for Queen Anne's County, State of Maryland, in Equity, this fourteenth day of March, in the year nineteen hundred and twenty seven.

Seal's Place.

Issued March 14th, 1927.

B. Hackett Turner, Clerk.

Oath of Commissioner.

You shall, according to the best of your skill and knowledge, truly, faithfully and without partiality to any or either of the parties, take the examinations and depositions of every and all witness and witnesses produced and examined by virtue of the commission hereto annexed, upon the interrogatories now, or which may hereafter, before the said commission is closed, be produced to and left with you by either of said parties.

- 1- State your name, age, residence and occupation.
- 2- Do you know the parties to this suit and if so how long have you known them?
- 3- Who was your mother, where did she live, is she living or dead and if dead did she die seized and possessed of any property in Queen Anne's County, Maryland, and if so describe it.
- 4- Did she leave a last will and testament.
- 5- Did she leave a daughter, Viola Anderson, surviving her?
- 6- Is Vila Anderson dead, and if dead, when and where did she die?
- 7- Did Viola Anderson leave any child or children surviving her.  
Did she leave a surviving husband?
- 8- Do you know the child and surviving husband of Vila Anderson.
- 9- About how long did you keep James Anderson.
- 10- Do you know whether Viola Anderson left a last will and testament.
- 11- Is the son James Anderson the only child that was born to your sister Viola Anderson and her husband Alfred Anderson?
- 12- About how old is Alfred Anderson?
- 13- Where do James Anderson and his father now live?

DEPOSITIONS OF LELIA W. SWARTZBAUGH.  
Filed Apr. 11th, 1927.

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

You shall, according to the best of your skill and knowledge, truly, faithfully and without partiality to any or either of the parties, take the examinations and depositions of every and all witness and witnesses produced and examined by virtue of the commission hereto annexed, upon the interrogatories now, or which may hereafter, before the said commission is closed, be produced to and left with you by either of said parties.

Lillian M. Foley

Subscribed and sworn to before me this  
28th day of March, A. D. 1927.

James A. Riley  
Notary Public.

My Commission expires June 11, 1929.

Notary  
Public  
Seal.

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

In the matter of the case of Katie Freeman et al )  
vs )  
Alfred Anderson et al ) In the Circuit Court for  
Queen Anne's County, in  
Equity.  
State of Maryland, SCT;

Testimony of Lelia W. Swartzbaugh, taken before me at 1516 Insurance Exchange, Chicago, Illinois, March 28th, 1927.

Q. State your name, age, residence and occupation.

A. My name is Lelia W. Swartzbaugh. I am 44 years of age. I live with my husband at 5950 Winthrop Avenue, Chicago, Ill.

Q. Do you know the parties to this suit? If so, how long have you known them?

A. Yes, I know all the parties. I am one of the plaintiffs; I have know all parties to this suit for many years.

Q. Who was your mother; where did she live, is she living or dead, and if dead, did she die seized and possessed of any property in Queen Anne's County, Maryland and, if so, describe it.

A. My mother was Mrs. James E. Woodall, (maiden name Mary Elizabeth Pardee). She died in Queen Anne's County, Maryland, and left a farm known as the Woodall Farm near Dudley's Chapel in that County.

Q. Did she leave a will?

A. She did not.

Q. Did she leave a daughter, Viola Woodall Anderson, surviving her?

A. She did.

Q. Is Viola Anderson dead and if dead when and where did she die?

A. She is dead She died March 24th, 1923, in Portland, Oregon.

Q. Did Viola Anderson leave any child or children surviving her? Did she leave a husband surviving her?

A. Yes, she left one son, James Anderson, who is now between 12-13 years of age, and her husband, Alfred Anderson.

Q. Do you know the child and the surviving husband of Viola Anderson?

A. Yes. I know them both. After the death of my sister, Viola Anderson, her husband brought to me the only surviving child, James Anderson, and I kept him in my home for some time, and I frequently see him and also his father, altho I have no dealings with his father.

Q. About how long did you keep James Anderson? A. I kept him for about six months when his father remarried and had a place for him.

Q. Do you know whether Viola Anderson left a last will and testament?

A. I know that she did not leave a last will and testament?

Q. Is the son, James Anderson, the only child that was born to your sister, Viola and her husband Alfred Anderson? A. He is.

Q. About how old is Alfred Anderson? A. He is about 44 years of age.

Q. Where do James Anderson and his father now live?

A. They live in St. Joseph, Michigan.

Lelia W. Swartzbaugh

Subscribed and sworn to before me this 28th day of March, A. D. 1927.

My Commission expires March 31, 1927.

Lillian M. Foley  
Notary Public.

DECREE  
Filed April 25th, 1927.

Katie Freeman et al

vs

Alfred Anderson et al

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

Cause #2676.

The above cause standing ready for hearing and being submitted without argument, the Bill and all the other proceedings therein having been read and considered.

It is thereupon this 23rd 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 this Court, ADJUDGED, ORDERED AND DECREED that the real property mentioned and described in these proceedings consisting of a farm in the First Election District of County aforesaid and known as the James E. Woodall Farm, containing one hundred and eleven acres of land, more or less, and which said property is particularly described in these proceedings, be sold, that James T. Earle of County aforesaid be and he is hereby appointed trustee to make sale, and that the course and manner of his proceedings shall be as follows:

First, the said James T. Earle shall file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Honorable Court or the Clerk thereof, in the penalty of Five thousand Dollars if corporate surety, 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 sale, if public, by giving at least three weeks previous notice thereof by advertisement inserted in such newspaper or newspapers of County aforesaid as he shall think proper of the time, place, manner and terms of sale which shall be, One third cash of the purchase money on day of sale and the balance thereof in two equal installments of six and twelve months each from the day of sale, the deferred payments, if any, to be secured by notes or bonds of the purchaser or purchasers to the satisfaction of the trustee making sale, or all cash on day of sale, the deferred payments to bear at rate of six per centum from day of sale; and as soon as convenient after making said sale the said trustee shall return to this court a full and particular account of his proceedings relative thereto with an affidavit of the truth thereof and of the fairness of said sale; and on obtaining the courts ratification of the sale, and on the payment of the whole purchase money (and not before) the said trustee shall by, a good and sufficient deed, to be execute and acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Complainants and Defendants, and those claiming by, from or under them, or either of them or any of them. A

And the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

Thomas J. Keating.

Filed April 25th, 1927.

CERTIFIED COPY OF BOND  
Filed April 26th, 1927.

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

KNOW ALL MEN BY THESE PRESENTS, that we, James T. Earle, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of five thousand dollars (\$5000.00) 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 26th day of April, in the year nineteen hundred and twenty seven.

Whereas, the above bounden James T. Earle, 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 "Katie Freeman", et al. Vs. Alfred Anderson et al" being Cause No. 2676, now pending in said Court.

Now the condition of the above obligation is such, that if the above bounden James T. Earle do and shall well and faithfully perform and execute the trust 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:  
Chas. F. Rich.  
Attest: Chas. F. Rich.

James T. Earle (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 April 26th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied  
from Liber J. F. R. No. 1, fol. 291, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the  
Seal of the Circuit Court for Queen Anne's County, this 26th.  
day of April, in the year 1927.

Seal's  
Place.

B. Hackett Turner, Clerk

REPORT OF SALES  
Filed May 25th, 1927.

Katie Freeman et al  
Alfred Anderson et al

#  
#  
#

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

To the Honorable, the Judges of said Court:

The Report of James T. Earle, trustee appointed by a de-  
cree in the above entitled cause to make sale of certain land mentioned in said pro-  
ceedings, respectfully shows:

That after giving bond with security duly approved by the  
Clerk of this Honorable Court for the faithful performance of his trust, your trus-  
tee did in pursuance of said decree and by the authority thereof, after due notice  
of the time, place, manner and terms of sale, same being advertised four successive  
weeks prior day of sale attend in front of the Court House door in Centreville, on  
Tuesday, May, 24th 1927, between the hours of one and two o'clock, P. M. proceed to  
sell at public auction all that farm known as "Woodall or Pardee Farm" more particular-  
ly described in copy of advertisement attached hereto, said notice of advertisement of  
sale was duly published for more than three consecutive weeks prior to day of sale,  
all of which is attested by certificate of advertisement hereto attached from Centre-  
ville Record- a newspaper printed and published in Queen Annes County, and did sell  
the said farm unto Lelia W. Swartzbaugh at and for the sum of Five Thousand Dollars,  
she being then and there the highest bidder therefor.

That the said Lelia W. Swartzbaugh has complied with the  
terms of sale by paying one third of the difference between the one half interest she  
already owned and the purchase price and that she will secure unto your the balance  
of the purchase price in accordance with terms of sale.

All of which is respectfully submitted,

JAMES T. EARLE  
Trustee.

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

I hereby certify that on this 25th. day of May, 1927 before  
me, the subscriber, the Clerk of the Circuit Court for County and State aforesaid  
personally appeared James T. Earle the within and above named trustee and did make  
oath in due form of law that the matters and facts stated in the foregoing Report  
of Sale are true to the best of his knowledge and belief and that the sale herein  
reported was fairly made.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF SALE  
Filed May 25th, 1927.

TRUSTEE'S SALE

of a valuable

FARM IN QUEEN ANNE'S COUNTY,  
MARYLAND.

The undersigned, Trustee, by virtue of a decree of the Circuit Court for Queen Anne's county, in Equity, passed on the 23rd day of April, in the year nineteen hundred and twenty seven, in case of Katie Freeman et, al., vs. Alfred Anderson, et. al., will sell at public auction to the highest bidder, in front of the Court House door in town of Centreville, Queen Anne's County, Maryland, on between the hours of one and two o'- TUESDAY, May 24, '27 between the hours of 1 and 2 o'clock P. M., the following described real estate, to wit:-

ALL OF THAT FARM known as "The Woodall Farm", "The Pardee Farm", or by whatsoever other name or names it may be known, situate in the First Election District of Queen Anne's County, Maryland, near Dudley's Chapel, adjoining the lands of Mrs. R. Oscar Roe and Benton Farm, and containing 111 ACRES OF LAND more or less.

The improvements consist of a two-story FRAME DWELLING barn and other outbuildings, all in very good condition.

This farm is well located in a most desirable section of this County, near the town of Sudlersville, where there are canneries, milk station, and other industries helpful to the farmer. It is convenient to schools, churches, stores and will make any one a most desirable home. It is a very productive farm and a good investment.

TERMS OF SALE:- One third of the purchase money in cash on day of sale, the balance in six and twelve months from day of sale; the deferred payments, if any, to bear interest from day of sale and to be secured by the bonds or notes of the purchaser or purchasers, secured and endorsed agreeable to the undersigned trustee or all cash on the day of sale, at option of the purchaser. Further particulars made known on day of sale.

JAMES T. EARLE, Trustee.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD

Centreville, Md., May 25, 1927

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Trustee's Sale in the case of Freeman et al vs. Anderson, et al. #2676 Chy. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 24 day of May in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins

Filed May 25th, 1927.

N I S I

Katie Freeman et al

VS

Alfred Anderson et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2676.

ORDERED, This 25th. day of May A. D., 1927, that the sale of the real estate made and reported in this cause by James T. Earle, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th. day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive



weeks before the 28th day of June next.

The Report states the amount of sales to be \$5,000.00.

B. Hackett Turner Clerk.

Filed May 25th, 1927.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI  
Filed Mar. 13th, 1929.

ORDER NISI

Katie Freeman, et al.  
vs.  
Alfred Anderson, et al.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2676.

Ordered, This 25th day of May, A. D., 1927, that the sale of the real estate made and reported in this cause by James T. Earle, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 28th day of June next.

The Report states the amount of sales to be \$5,000.00.

B. HACKETT TURNER, Clerk.  
True Copy  
Test: B. HACKETT TURNER, Clerk.  
Filed May 25, 1927.

CENTREVILLE RECORD

Centreville, Md., Mar. 13, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Katie Freeman, et al. vs. Alfred Anderson, et al. Chy. #2676 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 28 day of June in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

Filed Mar. 13th, 1929.

PETITION OF SURETY FOR REFERENCE OF  
PAPERS TO THE AUDITOR FOR THE PURPOSE OF  
STATING AN AUDIT AND FOR THE APPOINTMENT OF A NEW  
TRUSTEE.  
Filed Sept. 26th, 1929.

KATIE FREEMAN, et al.,  
vs.  
ALFRED ANDERSON, et al.

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

Cause No. 2676.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the United States Fidelity and Guaranty Company, a body corporate, the surety on the bond filed in this cause, unto your Honors respectfully sets forth:

1. That as will appear by reference to the decree filed in this cause on the 25th day of April, 1927, James T. Earle, of Queen Anne's County,



State of Maryland, was appointed trustee to make sale of the real estate in said cause mentioned.

2. That the said James T. Earle on the 26th day of April, 1927, filed in this cause his bond in the penalty of \$5,000.00 with your Petitioner as surety.

3. That as will appear by reference to the report of sale filed in this cause on the 25th day of May, 1927, the said James T. Earle, as Trustee, made sale of the real estate mentioned in this proceeding, on the 24th day of May, 1927, to Lelia W. Swartsbaugh, one of the parties plaintiff to this cause, at and for the sum of \$5,000.00.

4. That the said report of sales states that the said Lelia W. Swartsbaugh complied with the terms of sale by paying one-third of the difference between the one-half interest she already owned and the purchase price and that she would secure the balance of the purchase money in accordance with the terms of sale.

5. That the terms of sale were complied with as set forth in said report of sale; that the said Lelia W. Swartsbaugh paid unto the said James T. Earle, as Trustee, the total sum of \$2,500.00, that is to say, she paid unto the said James T. Earle the sum of \$833.33 on the day of sale, the sum of \$833.33, with interest from day of sale, on the 24th day of November, 1927, and the sum of \$833.33, with interest from day of sale, on the 24th day of May, 1928; and that she received from the said James T. Earle, Trustee as aforesaid, a deed for said property.

6. That since the filing of the said report of sale no further proceedings have been filed in this Court.

7. That the said James T. Earle departed this life on or about the 1st day of July, 1929.

8. That your Petitioner, Ellen F. Earle, Executrix of the last will and testament of the said James T. Earle, and Edwin H. Brown, Jr., attorney for the said Executrix, have been unable to find that the proceeds of sale were ever deposited to the credit of the Trustee as such or to this personal account; and that at the time of the death of the said James T. Earle he had no funds sufficient to pay the amount of said proceeds of sale or any part thereof.

9. That the papers of the said James T. Earle indicate that he has paid some of the expenses of sale, but that he has not paid any money whatsoever to the parties to this cause.

10. That your Petitioner is advised that it is proper to apply to this Court for an order directing an audit to be stated in this cause and the appointment of a new Trustee to disburse the funds of the cause and to wind up the proceeding.

Your Petitioner, therefore, prays this Honorable Court to pass an order (1) directing that the papers in this cause be referred to the Auditor of this Court (2) directing the said Ellen F. Earle, Executrix as aforesaid, to deliver to said Auditor such papers as she may have in her possession which will aid the said Auditor in stating said audit and (3) that a new Trustee may be appointed for the purpose of disbursing the funds of this cause and winding up said proceeding.

Respectfully submitted,

Harper & Horney  
Attorneys for Petitioner.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this twelfth 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 papers in this cause be and they are hereby referred to Madison Brown, Auditor, for the purpose of stating an audit therein; that Ellen F. Earle, Executrix of the said James T. Earle, deceased, be and she is hereby directed to deliver to said Auditor such papers as she may have in her possession relating to this cause which will aid the said Auditor in stating said audit, on or before the first day of November, 1929, provided a copy of this order be served on the said Ellen F. Earle, or her attorney, Edwin H. Brown, Jr., on or before the fifteenth day of October, 1929; that W. R. Horney of Queen Anne's County aforesaid, be and he is hereby appointed Trustee in the place and stead of James T. Earle, the former Trustee in this cause, now deceased, with full authority and power to him as such Trustee to execute the trust created by the decree passed in this cause, and now reposed in him by this order or that may be reposed in him by any future order or decree of this Court in relation thereto; that the said Wm. R. Horney before entering upon the duties of this trust, shall file a bond to the State of Maryland in the penal sum of three thousand Dollars (\$3000.00), if corporate surety be given, conditioned for the faithful performance of the duties of the trust reposed in him by this order or that may be reposed in him by any future order or decree of this Court in relation to the same; and that the said Harper & Horney shall be allowed such a fee for his services as this Court shall hereafter determine upon the petition of the said attorneys hereafter to be filed.

Filed Oct. 12th, 1929.

Thomas J. Keating.

ORDER OF COURT TO BE SERVED  
AND RETURNED.  
Filed Oct. 14th, 1929.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this twelfth 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 papers in this cause be and they are hereby referred to Madison Brown, Auditor, for the purpose of stating an audit therein; that Ellen F. Earle, Executrix of the said James T. Earle, deceased, be and she is hereby directed to deliver to said Auditor such papers as she may have in her possession relating to this cause which will aid the said Auditor in stating said audit, on or before the first day of November, 1929, provided a copy of this order be served on the said Ellen F. Earle, or her attorney, Edwin H. Brown, Jr., on or before the fifteenth day of October, 1929; that W. R. Horney, of Queen Anne's County aforesaid, be and he is hereby appointed Trustee in the place and stead of James T. Earle, the former Trustee in this cause, now deceased, with full authority and power to him as such Trustee to execute the trust created by the decree passed in this cause, and now reposed in him by this order or that may be reposed in him by any future order or decree of this Court in relation thereto; that the said Wm. R. Horney, before entering upon the duties of this trust, shall file a bond to the State of Maryland in the penal sum of Three Thousand Dollars (\$3,000.00), if corporate surety be given, conditioned for the faithful performance of the duties of the trust reposed in him by this order or that may be reposed in him by any future order or decree of this Court in relation to the same; and that the said Harper & Horney shall be allowed such a fee for his services as this Court shall hereafter determine upon the petition of the said Attorneys hereafter to be filed.

Thomas J. Keating.

Filed Oct. 12th. 1929.

True Copy-

Test: B. Hackett Turner, Clerk

REPORT OF ELLEN F. EARLE? EXECUTRIX.  
Filed October 24, 1929.

Katie Freeman,  
et. al.

VS

Alfred Anderson,  
et. al.

In the Circuit Court

for

Queen Anne's County,

In Equity, Cause #2676.

To the Honorable, the Judges of said Court:-

Your Petitioner, Ellen F. Earle, Executrix of the last will and testament of James T. Earle, respectfully sets forth:-

First: That an order of this Court bearing date the 12th day of October, 1929 was duly served on her, requesting that she deliver to the Auditor such papers as came into her possession relating to this cause.

Second: That upon careful examination of the papers of James T. Earle which came into her possession she is unable to find any account with any bank where any funds belonging to this Trust have been deposited.

Third: That she can only find payments relating to this estate as follows:-

To J. Elmer Anthony, as Auctioneer dated May 31st, 1927	\$20.00
To United States Fidelity and Guaranty Company for bond from April 1927 to April 1928	15.00
To United States Fidelity and Guaranty Company for bond from April 1928 to 1929	10.00
To United States Fidelity and Guaranty Company for bond from April 1929 to April 1930.	10.00

Fourth: That among the papers if found a bill for taxes on the property herein sold paid September 11th, 1926. Your Petitioner is not certain whether this was paid by James T. Earle or not but felt it should be drawn to the attention of the Auditor so that this matter could be ascertained.

Your Petitioner further states that from her investigation she can find that none of the costs incident to this sale, other than those above stated, have been paid by the late James T. Earle.

Respectfully submitted,

Ellen F. Earle  
Executrix of the last will and testament of James T. Earle.

State of Maryland,

Queen Anne's County, To Wit:

I hereby certify that on this 19th 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 Queen Anne's County, duly commissioned and qualified, personally appeared Ellen F. Earle, Executrix of the last will and testament of James T. Earle, deceased, and made oath in due form of law that the matters and things stated in the foregoing Report are true and just to the best of her 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.

CERTIFIED COPY OF BOND  
Filed Oct. 29th, 1929.

Queen Anne's County, to wit: Be it remembered that on the 29th. day of October, 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, 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 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 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 ninth day of October, in the year nineteen hundred and twenty nine;

WHEREAS, by an order of the Circuit Court for Queen Anne's County in Equity, bearing date the twelfth day of October, nineteen hundred and twenty nine, and passed in a cause in said Court entitled "Katie Freeman, et al. vs. Alfred Anderson, et al.", being cause No. 2676 on the Chancery Docket of said Court, the said William R. Horney was appointed Trustee in the place and stead of James T. Earle, the former Trustee, now deceased, with full power and authority to him, the said William R. Horney, as such Trustee, to execute the trust created by the decree of said Court passed in said Chancery Cause No. 2676, and now reposed in him by said Order or that may be reposed in him by any future order or decree of said Court in relation thereto;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William R. Horney do and shall well and faithfully discharge the duties of his said trust, and do and shall well and faithfully perform and execute the trust reposed in him by the said order 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.

William R. Horney (SEAL)

UNITED STATES FIDELITY AND  
GUARANTY COMPANY,

SIGNED, sealed and  
delivered in the  
presence of:

Hilda T. Seward.

Seal's  
Place.

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 October 29th. 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. #1, folio , a Bond Record Book for Queen Anne's  
County.

Seal's  
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe  
my name and affix the seal of the Circuit  
Court for Queen Anne's County, this 29th.  
day of October, A. D. nineteen hundred and  
twenty nine.

B. Hackett Turner  
Clerk.

PETITION OF TRUSTEE AS TO COMMISSIONS  
Filed Oct. 29th, 1929.

KATIE FREEMAN, ET AL.,

vs.

ALFRED ANDERSON, ET AL.

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

Cause No. 2676.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William R. Horney, Trustee in the above entitl-  
ed cause, unto your Honors, respectfully sets forth:

1. That your Petitioner has duly qualified as Trustee by filing  
in this cause his bond in the penalty prescribed by this Court in its order pass-  
ed in this cause on the 12th day of October, 1929.

2. That Ellen F. Earle, Executrix of James T. Earle (the former  
Trustee), deceased, has complied with the said order of this Court so as afore-  
said bearing date the said 12th day of October, 1929, by filing her petition in  
this cause, together with such papers as she had in her possession relating to  
this cause.

3. That the papers in this cause are now in the hands of the Au-  
ditor of this Court for the purpose of stating an audit as directed by said or-  
der hereinbefore referred to.

4. That the said Auditor is confronted with the question of how  
to apportion the trustee's commissions between the said James T. Earle, the for-  
mer Trustee, and your Petitioner, the present Trustee.

5. That your Petitioner is not at all certain that the said  
James T. Earle is entitled to any part of said commissions inasmuch as he had,  
apparently, appropriated the funds in this cause to his own individual purposes,  
the allowance of such commissions being a matter solely within the discretion of  
this Court, but your Petitioner desires to call the attention of this Court to  
the fact that the non-allowance of a portion of said commissions to the said  
James T. Earle would result in the parties to this cause receiving more money than  
they would have received if the said James T. Earle has not defaulted, to the  
detriment of the surety on his bond.

6. That neither your Trustee nor Harper and Horney, the attorneys who filed the Petition on behalf of said surety in this cause on the 26th day of September, 1929, upon which the order hereinbefore referred to was passed, desire a fee for service thus rendered other than such commissions as this Court shall think proper to allow your Petitioner in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Your Petitioner, therefore, prays this Honorable Court to pass an order (1) allowing him such commissions as this Court shall think proper and (2) directing the Auditor of this Court as to whether or not he shall allow the said James T. Earle any part of said commissions and if so how much.

Respectfully submitted,

Filed Oct. 29th, 1929.

William R. Horney  
Petitioner (Trustee).

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 William R. Horney, the Trustee in this cause, be and he is hereby allowed one-half of the usual commissions allowed to trustees selling real estate under decree of this Court in consideration of the skill, attention and fidelity wherewith the said William R. Horney shall appear to have discharged his trust after deducting the sum of \$50.00 as a fee to Harper & Horney, Attorneys filing the Petition; AND IT IS FURTHER ORDERED that the Auditor of this Court be and he is hereby directed to allow (the remaining portion) of said commissions to the said James T. Earle, after deducting the said commissions and fee as aforesaid, to be retained by the surety as a credit on the amount determined to be due by it.

Thomas J. Keating.

Filed Oct. 31st, 1929.

REPORT AND ACCOUNT  
OF THE AUDITOR.  
Filed Dec. 4th, 1929.

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

Katie Freeman, et al.,	)	
vs.	(	Cause No. 2676..
Alfred Anderson, et al.	)	

To the Honorable, the Judges of said Court:

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

That it appears from the proceedings had in the above entitled cause as follows: that Lelia Woodall Swartzbaugh purchased of James T. Earle, former trustee of the cause, the property sold by him at the sale mentioned in the report of sale filed; that she owned at the time of the sale one half-part, undivided, of said land; that she is entitled to receive of the net sales so made by James T. Earle one half; that she paid in cash unto the said James T. Earle in his life time \$2499.99 (see petition filed in the cause of the United States Fidelity and Guaranty Company, the surety on the bond of James T. Earle); that the only disbursements made by James T. Earle out of the money received by him amounted to \$55.00, \$20.00 thereof being in payment of the charges of the auctioneer selling the property and \$35.00 thereof being in payment of the cost of his bond for three years (see report of his executrix filed in this cause); that the said James T. Earle left no bank account containing any money of the trust (see same report).

That as James T. Earle received from the purchaser \$2499.99 only and delivered unto her a deed for the property, he apparently allowed her as a credit on her purchase one half of the gross amount of the sale made by him to her when he should have allowed her one half of the gross sale less one half of the costs incident to the sale and cause, or one half of the net proceeds of the sale, leaving her indebted unto him as trustee or unto the trust estate in an amount equal to one half of said costs or in the sum of \$252.75 as ascertained by the annexed accounts.



That in order to ascertain the several amounts due unto the owners of the land at the time of the sale out of the proceeds of the sale, your auditor has stated an account between the proceeds of the sale and the said James T. Earle in the usual manner and this account appears on pages 1 and 2 of the accounts follows; that in this account James T. Earle is charged with five thousand dollars, the gross amount of the sale made by him, and he is thereout allowed \$55.00, the costs paid by him as above recited, and \$97.50, that part of the usual trustee's commission directed to be allowed him for the use of his surety by the order of court dated October 31, 1929, and his appearance fee of \$10.00 and no more; then William R. Horney, the present trustee, is allowed that part of the usual trustee's commission directed by the order of court above mentioned to be allowed him, and he is also allowed the following items, none of which appear to have been paid in trust to be paid to the parties entitled thereto, that is to say: the fee of \$50.00 allowed Harper & Horney by order of court (which consumes the balance of the regular trustee's commission), the court costs of the cause less the appearance fee, account of the Centreville Record Publishing Company for advertising order of publication, notice of sale and order nisi thereon, cost of advertising the order nisi to be passed as to this account and the fee of the auditor.

That the balance of the sale so charged to James T. Earle remaining after these allowances is distributed among the parties owning the land at the time of the sale according to their respective rights therein, in accordance with the allegation of the bill of complaint (see page 2 of account); that the share of the purchaser is by this account ascertained to be \$2247.26 and appears to have been paid by allowance to the purchaser as a credit on her purchase; that none of the shares of the other owners appear to have been paid.

That your auditor has stated an account between James T. Earle as former trustee and William R. Horney as present trustee of this cause which appears on page three of the within account; that in this account James T. Earle is charged with the full purchase money of \$5,000.00, and is then credited with the share of the purchaser as ascertained as above set forth, with his part of the commissions, with his appearance fee and with the \$55.00 costs paid by him; that this account shows that James T. Earle is indebted unto the present trustee in the sum of \$2590.24 with interest thereon from May 24, 1927, from day of sale.

That the unpaid allowances on pages 1 and 2 of the within account and the unpaid shares in the sale of the owners of the land at the time of the sale amount to the same sum mentioned as due by said James T. Earle, to wit: \$2590.24.

That the auditor has stated an account between the purchaser, Lelia Woodall Swartzbaugh, and the present trustee for the purpose of ascertaining the amount due by her at this time on account of her purchase, and this account appears on page four following.

That in this account the purchaser is charged with the purchase money of \$5,000.00, and is allowed thereout the amount of her share of the net sales \$2247.26, and is also allowed \$2499.99 paid by her to James T. Earle in his life time; that this account shows that she yet owes on her purchase money \$252.75, with interest from the day of sale, her share of the net sale being allowed to her as of the day of sale.

That the sum of \$2590.24 shown by page three of the within account to be due by James T. Earle to the trust estate of this cause or to the present trustee is the amount to be paid by the surety on his bond to complete his trust, assuming that the said James T. Earle left no trust funds due this cause, which the present trustee can collect and that he died insolvent; unless, the trustee shall be able to collect the sum of \$252.75, now due by the purchaser, and if this sum can be collected, the same shall be credited to the amount due by the surety.

That with the report of the executrix are filed the receipt of the auctioneer and receipts for the bond costs hereinbefore mentioned as paid by James T. Earle.

That the report of the executrix mentioned contains a reference to a tax bill of the year, 1926, against James Woodall, and the tax bill is filed with the report; that this tax bill is apparently for the taxes for 1926 on the land sold; that the receipt thereon shows the taxes were paid September 11, 1926, the bill of complaint was not filed until November 16, 1926, and the sale was not made until May 24, 1927; that there is nothing to show that James T. Earle as trustee paid this tax bill, and the auditor, for these reasons, has not allowed him the amount of the tax bill. The cash book of the Treasurer receipting the tax bills has been examined by the auditor, and it shows that these taxes were paid September 11, 1926, by a check, but it does not show whose check paid the taxes.

If the executrix of James T. Earle can show his check paid these taxes, she can then make her claim for the amount thereof as a credit on the amount shown to be due by James T. Earle to the trust estate by the foregoing account.

Respectfully submitted.

Madison Brown.  
auditor.

December 2, 1929.

Cause 2676.

The proceeds of the sale of the real estate of Katie Freeman and others in account with James T. Earle, former trustee of this cause, and the trustee making the sale of this cause.

1927	Cr.	
May		
24.	By gross amount of the sale of this cause per report of sale by James T. Earle, filed May 25, 1927, to wit: the sum of . . . . .	\$5,000.00

Dr.

" Division of Commissions:

To William R. Horney, present trustee, for use of Harper & Horney, the fee allowed by order of court, to wit: the sum of	\$ 50.00	
To William R. Horney, present trustee, for his commissions, the sum of	97.50	
To James T. Earle, use of United States Fidelity and Guaranty Company, per order of court for commissions of James T. Earle, the sum of	<u>97.50</u>	\$245.00
To James T. Earle, former trustee, for following items:		
his appearance fee,	10.00	
Amt. paid E. J. Anthony for crying the sale, per receipt exhibited:	20.00	
Amt. paid corporate surety on his bond for cost of the bond from Apr. 26, 1927, to Apr. 26, 1930, per receipts exhibited,	<u>35.00</u>	
	\$65.00	\$ 65.00

None of the allowances made below appear to have been paid.

Court costs:

To William R. Horney, present trustee, for use of B. H. Turner, Clerk, the costs due him,	57.25	
for use of E. H. Brown, jr., his fee as guardian ad litem,	4.00	
for use of M. B. Bordley his fee as examiner,	4.00	
for use of witnesses before examiner, their witness fees,	2.25	
for use of F. Y. Whiteley, his fee as Sheriff,	<u>.75</u>	68.25

To William R. Horney, present trustee, for use of Centreville Record Publishing Company, for costs of advertising order of publication, notice of sale and order nisi on sale in Centreville Record, per account exhibited:	<u>97.25</u>	
Amounts carried forward:	\$475.50	\$5,000.00

Cause 2676.

	Cr.	Dr.
Amounts brought forward:	\$475.50	\$5,000.00
To William R. Horney, present trustee, for the costs of advertising order nisi to be passed as to this account, to wit:	3.00	
To do., to be paid to Madison Brown, auditor, for stating this account, the sum of	27.00	
To balance distributed below:	<u>4494.50</u>	
	\$5,000.00	\$5,000.00

Cr.

By balance brought down, to wit:	\$4,494.50
----------------------------------	------------

Dr.

To Katie Freeman, daughter of Mary E. Woodal, 1/6 of said balance, to wit:	749.08	
To Lottie Fuller, daughter of Mary E. Woodal, 1/6 of said balance, to wit:	749.08	
To Lelia Woodal Swartzbaugh, daughter of Mary E. Woodal, assignee of 2 heirs of Mary E. Woodal, 1/2 of said balance, to wit:	2,247.26	
To James Anderson, son of Viola G. Anderson, deceased daughter of Mary E. Woodal, 'infant, 2/3 of 1/6 of said balance, to wit:	499.38	
To Alfred Anderson, husband of said Viola G. Anderson, 1/3 of 1/6 of said balance, to wit:	<u>249.70</u>	
	\$4,494.50	\$4,494.50

December 2, 1929.

Madison Brown  
auditor.

Filed December 4th, 1929.

Cause 2676.

James T. Earle, former trustee of this cause, to William R. Horney, present trustee of this cause, 1927

Dr.

May 24.	To amount of purchase money of the land sold by the former in this cause to Lelia Woodall Swartzbaugh:		\$5,000.00
	Cr:		
	By amount of the share of said purchaser in the sales of said land, per foregoing account, to wit: the sum of		<u>2,247.26</u> \$2,752.74
	Cr: Per foregoing account:		
	By the amount of commissions of James T. Earle for making sale,	\$97.50	
	By amount of appear. fee of James T. Earle,	10.00	
	By amount of auctioneer's fee paid by him,	20.00	
	By amount of bond costs paid by him,	<u>35.00</u>	<u>162.50</u>
1927 May 24.	To balance due by James T. Earle to William R. Horney, present trustee, with interest thereon from May 24, 1927, to wit: the sum of		\$2,590.24

NOTE: The purchaser above named owes to William R. Horney, present trustee, a part of said purchase money, to wit: a balance of 252.75 which if and when collected can be credited on said sum of \$4,590.24 252.75

Allowances to present trustee in the foregoing account to be paid by him same being yet unpaid:	
His commissions	97.50
Fee of Harper & Horney,	50.00
Court costs less appear. fee,	68.25
Bill of Centreville Record Publishing Company,	97.25
Cost of advertising order nisi,	3.00
The fee of the auditor,	27.00
The amount to be paid to Katie Freeman,	749.08
The amount to be paid to Lottie Fuller,	749.08
The amount to be paid to Alfred Anderson,	249.70
The amount to be paid to James Anderson,	<u>499.38</u>
Total	\$2,590.24
Amount due to him, William R. Horney, present trustee by James T. Earle, per above account	<u>\$2,590.24</u>

December 2, 1929.

Madison Brown  
auditor.



## Cause 2676.

Lelia Woodal Swartzbaugh, purchaser,

to

William R. Horney, present  
trustee,

Dr.

1927

May

24.

To amount of the purchase money due by her by the sale made to her by James T. Earle, former trustee, set forth in his report of sale filed in the above cause, to wit: the sum of

\$5,000.00

Cr:

By her share of the sales of said cause (the sale above mentioned) per the account of the auditor aforegoing,

2,247.26  
\$2,752.74

Cr:

By amounts paid by her to James T. Earle, per paragraph five of petition of United States Fidelity and Guaranty Company filed Sept. 26, 1929, (See paper numbered 16) as follows:

paid on

May 24, 1927,

\$833.33

Nov. 24, 1927,

833.33

May 24, 1928,

833.33

2,499.99

Dr:

To balance with interest thereon from May 24, 1927,

252.75

Madison Brown,  
auditor.

December 2, 1929.

Filed December 4th, 1929.

## NISI RATIFICATION OF AUDIT

Katie Freeman, et al.,

VS.

Alfred Anderson, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE No. 2676.

ORDERED, This 4th. day of December 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 28th. day of December 1929; provided a copy of this order be published once a week in each of two successive weeks before the 20th. day of December 1929 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed December 4th, 1929.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT.  
Filed Jan. 2nd, 1930.

## NISI RATIFICATION OF AUDIT

Katie Freeman, et. al.

vs.

Alfred Anderson, et. al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2676.

ORDERED, This 4th day of December 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 28th day of December, 1929; provided a copy of this order be published

once a week in each of two successive weeks before the 20th 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, December 4th, 1929.

THE CENTREVILLE RECORD

Centreville, Md. Jan. 2nd, 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Katie Freeman, et. al. vs. Alfred Anderson, et. al. Chancery #2676 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 20th day of December in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins

Filed Jan. 2nd, 1930.

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 "Katie Freeman, et al. vs. Alfred Anderson, et al.", being Cause No. 2676 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-

B. Hackett Turner  
Clerk.

ORDER OF COURT  
Filed Jan. 3rd, 1930.

KATIE FREEMAN, et al.,

vs.

ALFRED ANDERSON, et al.

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

Cause No. 2676.

ORDERED, this 3rd day of January, 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 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; except that such distributions as are therein made to infants shall be held subject to the future order of this court.

Filed January 3rd, 1930.

Thomas J. Keating.

PETITION OF TRUSTEE FOR AUTHORITY TO  
DEPOSIT THE FUND DISTRIBUTED TO JAMES  
ANDERSON, INFANT, IN A BANK, SUBJECT  
TO THE FUTURE ORDER OF THE COURT.  
Filed Apr. 17th, 1930.

KATIE FREEMAN, et al.,  
 vs.  
 ALFRED ANDERSON, et al.

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

Cause No. 2676.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William R. Horney, the Trustee in the above entitled cause, to your Honors respectfully shows:

1. That as will appear by reference to the Report and Account of the Auditor returned and filed in this cause on December 4th, 1929, there is distributed to James Anderson, infant, the sum of Four Hundred Ninety Nine Dollars and Thirty Eight Cents (\$499.38), which said audit has been ratified and confirmed by this Court.

2. That the said James Anderson, being an infant as aforesaid, is a non-resident of the State of Maryland and there is no guardian for the said James Anderson within the jurisdiction of this Court who is authorized to receive said money and give a valid release therefor.

To the end, therefore, that the bond of your Trustee may be relieved of further liability in the premises and that your Trustee may not be required to make further payment of premiums on said bond, may it please your Honors to pass an order authorizing and directing your Petitioner to deposit the aforesaid sum of Four Hundred Ninety Nine Dollars and Thirty Eight Cents (\$499.38) so as aforesaid audited to the said James Anderson, infant, in the Savings Department of one of the National Banks in Centreville, Maryland, in the name of the said James Anderson, infant, subject to the future order of this Court.

Respectfully submitted,

Wm. R. Horney  
 Trustee.

Filed April 17th, 1930.

ORDER OF COURT  
 Filed May 14th, 1930.

ORDER OF COURT

ORDERED, this 6th 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, upon the foregoing Petition, that William R. Horney, Trustee, be and he is hereby authorized and directed to deposit in the Savings Department of The Centreville National Bank of Maryland, the sum of Four Hundred Ninety Nine Dollars and Thirty Eight Cents (\$499.38), to the credit of James Anderson, subject to the future order of this Court, which said sum was distributed to the said James Anderson, infant, by the Report and Account of the Auditor returned and filed, on December 4th, 1929, in the case of "Katie Freeman, et al. vs. Alfred Anderson, et al.", being Cause No. 2676 on the Chancery Docket of said Court; and it is FURTHER ORDERED that the said William R. Horney, Trustee, shall deposit the pass book, showing the deposit of said fund in said Bank, with the Clerk of this Court, the said pass book to be filed by the said Clerk among the papers in said Chancery Cause No. 2676.

LEWIN W. WICKES.

Filed May 14th, 1930.

At the time of the filing of the above Order of Court Bank Book No. 4198 was filed in the papers.

PETITION OF EDNA WOODALL NASON  
TO BE SUBSTITUTED AS PURCHASER  
IN THE PLACE AND STEAD OF LELIA  
WOODALL SWARTSBAUGH  
Filed April 26th, 1930.

KATIE FREEMAN, et al.,

vs.

ALFRED ANDERSON, et al.

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

Cause No. 2676.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edna Woodall Nason, unto your Honors,  
respectfully shows:

1. That as will appear by reference to the Report of Sale filed by James T. Earle, former Trustee in this cause, the purchaser of the real estate mentioned and described in said cause was Lelia W. Swartsbaugh, who paid the sum of Five Thousand Dollars (\$5,000.00) therefor.
2. That as will appear by reference to said Report of Sale and the Bill of Complaint filed in this cause, the said Lelia W. Swartsbaugh was the owner of an undivided one-half interest and estate of, in and to said real estate.
3. That the said Lelia W. Swartsbaugh, being the owner of an undivided one-half interest and estate of, in and to said real estate as aforesaid, paid into the hands of the said James T. Earle, former Trustee as aforesaid, the sum of Twenty Four Hundred Ninety Nine Dollars and Ninety Nine Cents (\$2,499.99) and on the 27th day of March, 1929, the said James T. Earle, former Trustee as aforesaid, by deed bearing the same date, and recorded, on April 15th, 1929, in Liber B. H. T. No. 9, folios 355 etc., a land record book for Queen Anne's County aforesaid, granted and conveyed or attempted to grant and convey said real estate unto the said Lelia W. Swartsbaugh.
4. That on the 3rd day of April, 1929, the said Lelia W. Swartsbaugh, (as Lelia Woodall Swartsbaugh) her husband uniting therein, by her deed bearing the same date, and recorded, on the said 15th day of April, 1929, in Liber B. H. T. No. 9, folios 356, etc., a land record book for Queen Anne's County aforesaid, granted and conveyed or attempted to grant and convey unto your Petitioner the said real estate.
5. That subsequently, to wit: on the 1st day of July, 1929, the said James T. Earle departed this life without having caused an audit to be stated between himself and the proceeds of the sale of said real estate.
6. That as will appear by reference to the audit returned and filed in this cause, on December 4th, 1929, there was still due by the purchaser of said real estate, the said Lelia W. Swartsbaugh, the sum of Two Hundred Fifty Two Dollars and Seventy Five Cents (\$252.75) on account of said purchase price, representing one-half of the costs incident to the sale of said real estate, which said sum has since been paid by your Petitioner to William R. Horney, the present Trustee in this cause.
7. That as will appear by reference to the decree passed in this cause, the said James T. Earle, former Trustee as aforesaid, was directed to convey said real estate by a good and sufficient deed unto the purchaser thereof, upon the payment of the whole purchase money, but not before.
8. That as will appear by reference to the proceedings in this cause and by reference to the aforesaid deed from said former Trustee to said Lelia W. Swartsbaugh, the said real estate was conveyed unto the said Lelia W. Swartsbaugh before she had paid the whole purchase money therefor.
9. That your Petitioner is advised that she is entitled to apply to this Court for a new deed to be executed by William R. Horney, the present Trustee in this cause, conveying unto her a fee simple title of, in and to said real estate, free, clear and discharged from all claim of all parties to this cause, Plaintiffs and Defendants, and those claiming by, from and under them, or any of them.
10. That your Petitioner files herewith the consent of the said Lelia W. Swartsbaugh and Harvey A. Swartsbaugh, her husband, to the substitution of your Petitioner as the purchaser of said real estate, and also the consent of the said William R. Horney, present Trustee as aforesaid, to said substitution of said purchaser.

Your Petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering the said William R. Horney, the present Trustee in this cause, to grant and convey unto your Petitioner, the said real estate by a new deed to be executed, acknowledged and recorded according to law.

Respectfully submitted,

Edna Woodall Nason  
Petitioner.

STATE OF ILLINOIS,        )  
                                  ) TO WIT:  
COOK COUNTY,

I HEREBY CERTIFY that on this 24th day of April, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Illinois in and for Cook County aforesaid, duly commissioned and qualified according to law, personally appeared Edna Woodall Nason, and made oath in due form of law that the matters and things stated in the foregoing PETITION are true, to the best of her knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above writtne:

Notary  
Public  
Seal.

Herbert R. Stoffels  
Notary Public.

Filed April 26th, 1930.

CONSENT OF ORIGINAL PURCHASER

We, Lelia W. Swartsbaugh and Harvey A. Swartsbaugh, her husband, do hereby consent to the substitution of Edna Woodall Nason as the purchaser of the real estate mentioned and described in the case of "Katie Freeman, et al. vs. Alfred Anderson, et al.", being Cause No. 2676 on the Chancery Docket of the Circuit Court for Queen Anne's County in Equity, in the place and stead of the said Lelia W. Swartsbaugh, she, the said Edna Woodall Nason, having paid unto William R. Horney, the present Trustee in said cause, the sum of Two Hundred Fifty Two Dollars and Seventy Five Cents (\$252.75), representing the balance due by the said Lelia W. Swartsbaugh on account of the purchase money for said real estate.

Filed April 26th, 1930.

Lelia W. Swartsbaugh

Harvey A. Swartsbaugh

CONSENT OF PRESENT TRUSTEE.

I, William R. Horney, the present Trustee in the case of "Katie Freeman, et al. vs. Alfred Anderson, et al.", being Cause No. 2676 on the Chancery Docket of the Circuit Court for Queen Anne's County in Equity, do hereby consent to the substitution of Edna Woodall Nason as the purchaser of the real estate mentioned and described in said Cause No. 2676 in the place and stead of Lelia W. Swartsbaugh, and I do hereby certify that the said Edna Woodall Nason having paid the balance of said purchase money for said real estate in full, is entitled to a deed of conveyance granting and conveying said real estate unto her.

Filed April 26th, 1930.

Wm. R. Horney  
Trustee.

ORDER OF COURT

Upon the foregoing Petition and the consent of the original purchaser of the real estate mentioned and described in said Petition to the substitution of Edna Woodall Nason as the purchaser in the place and stead of Lelia W. Swartsbaugh, the original purchaser, and the further consent of the said William R. Horney, the present Trustee in this cause, to said substitution of said purchas-

er, IT IS ORDERED, this 5th 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 said Edna Woodall Nason be and she is hereby substituted as the purchaser of said real estate in the place and stead of the said Lelia W. Swartsbaugh; and IT IS FURTHER ORDERED that William R. Horney, the present Trustee in this cause, be and he is hereby authorized, directed and empowered, to grant and convey unto the said Edna Woodall Nason a fee simple title of, in and to said real estate as fully and effectually as if the said Edna Woodall Nason had been the original purchaser at said sale, by a new deed to be executed, acknowledged and recorded according to law.

LEWIN W. WICKES.

Filed May 14th, 1930.







H36812





136812

Cause No. 2681.

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

Wm. Frazier Russell, Jr., Attorney-Assignee	:	
	:	
vs.	:	In the Circuit Court for
	:	
The J. Waters Russell Realty Company, a Corporation duly incorporated under the laws of the State of Maryland.	:	Queen Annes County, Md.
	:	
	:	In Equity No.
	:	
Horace R. Hillegas	:	
Carrie D. Hillegas	:	

B. Hackett Turner, Esq., Clerk:

Please docket the above entitled case, make copy of mortgage from The J. Waters Russell Realty Company to Henry L. Davies dated the 31st day of March 1921, and recorded among the Land Records for Queen Annes County, Maryland, in Liber J. F. R. No. 6, Folio 471 etc., and also mortgage from Horace R. Hillegas and Carrie D. Hillegas to The J. Waters Russell Realty Company dated the 15th day of October 1921, and recorded among the said Land Records in Liber J. F. R. No. 7, Folio 509 etc., together with all assignments thereof, and file same in the above entitled cause; also please file and approve Bond and enter my appearance for the Plaintiff, says,-

W. Frazier Russell, Jr.  
Solicitor for Plaintiff.

CERTIFIED COPY OF MORTGAGE  
& ASSIGNMENTS.  
Filed January 14th, 1927.

#8900. QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the twentieth day of October, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 15th. day of October, in the year nineteen hundred and twenty one, by and between Horace R. Hillegas and Carrie D. Hillegas, his wife, mortgagors, of Philadelphia, State of Pennsylvania, of the one part, and The J. Waters Russell Realty Company 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 four hundred dollars (400.00) (being money loaned and advanced by said mortgagee to said mortgagor) for which said sum and the interest thereon the said mortgagors have passed to said mortgagee their promissory note bearing even date herewith for said principal sum of \$400.00 payable one year after date, and endorsed "secured by mortgage of even date" said note providing for the payment of interest semi-annually at 6% per annum.

And whereas, this mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times limited in the aforesaid promissory note and the performance of all the covenants hereinafter mentioned - the execution hereof being a condition precedent to the making of said loan.

Now, this mortgage witnesseth, that in consideration of the premises, and the sum of one dollar, the said Horace R. Hillegas and Carrie D. Hille-

gas, his wife, do grant unto the said The J. Waters Russell Realty Company, in fee simple, all those pieces or parcels of ground, situate, lying and being in the 7th. election district of Queen Anne's County, Maryland, aforesaid, and described as follows, to wit: Beginning for the same at a stone at the southwest corner which is also a corner for the lands of Mr. Smith and which stands in the line of the Richey land and runs north 53 degrees east, 56 perches to a stone in a cove then with said cove and the divisional line of the Ware property north 31 degrees  $\frac{3}{4}$  of a degree west 37 perches to Chester River, then down said river south 20 $\frac{1}{2}$  degrees west 8 perches, then south 79 $\frac{1}{4}$  degrees west 39 $\frac{1}{4}$  perches to the Richey land, then with that land south 38 degrees east, 73 perches to the beginning and containing 20 acres, 37 perches of land, more or less, and being the same land which was conveyed to the said Horace R. Hillegas by deed bearing even date herewith from the J. Waters Russell Realty Company, which deed being duly acknowledged is filed to be recorded immediately preceding this mortgage in the land records 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. And it is hereby agreed that in the event of sale of the above described property and the power of sale hereinafter expressed, all annual crops, planted or growing upon said property at the time of sale, shall pass to the purchaser of said property.

To have and to hold the aforesaid tract or parcel of ground and premises unto and to the proper use and benefit of The J. Waters Russell Realty Company, its successors and assigns forever. Provided, that if the said Horace R. Hillegas, his heirs, executors, administrators or assigns, shall pay said note at the time and in the manner limited and stipulated including five per cent commission for collecting said note which may not be paid at maturity, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is agreed that, until default be made in the premises the said Horace R. Hillegas 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 Horace R. Hillegas for himself and for his heirs, executors, administrators and assigns, does hereby covenant to pay when legally demandable; But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and these presents are hereby declared to be made in trust, and the said The J. Waters Russell Realty Company or J. Waters Russell, of Chestertown, Maryland, its attorney or agent, is hereby authorized and empowered at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest, and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which said sale may be at public auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees and the actual cost of such bond as may be secured by the party or parties making the sale in some Surety Company, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same. But in case said mortgage debt, interest and costs are paid after default ( and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by anyone entitled to pay the same, or said sale is withdrawn at the request of said mortgagor or any of them, then the said mortgagors for themselves and for their heirs personal representatives and assigns do further covenant to and with the said mortgagee, its successors and assigns to pay to the party undertaking to make sale of said property under the powers herein before granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed trustees for making sale of property by virtue of a decree of the Court having equity jurisdiction in the State of Maryland; together with all costs incurred including a counsel or attorney's fee of thirty dollars. And the said mortgagors for themselves, and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured the improvements on the hereby mortgaged land to the amount of at least their full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of Henry L. Davies, a mortgagee under an existing mortgage to the extent of his lien or claim hereunder. And the said mortgagors for themselves, and for their heirs, executors, administrators and assigns do further covenant to pay unto the said mortgagee or its successors or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said mortgagee or its successors or assigns hereunder.

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

1136812

Witness our hands and seals.

Test: Wm. Robt. Huey.

Horace R. Hillegas (SEAL)

Carrie D. Hillegas (SEAL)

State of Pennsylvania, City of Philadelphia, to wit:-

I hereby certify that on this 15th. day of October, in the year nineteen hundred and twenty one, before the subscriber, a Notary Public of the State of Pennsylvania, city aforesaid, personally appeared Horace R. Hillegas and Carrie D. Hillegas, and each acknowledged the foregoing mortgage to be their respective act.

Notary Public Seal.

Wm. Robt. Huey Notary Public.

State of Maryland, Kent County, to wit:

I hereby certify that on this 15th. day of October, in the year nineteen hundred and twenty one, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared J. Waters Russell, President of The J. Waters Russell Realty Company, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth, and that he is duly authorized by said corporation to make this affidavit.

Notary Public Seal.

Wm. Robt. Huey Notary Public.

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of January, in the year nineteen hundred and twenty seven, the following Assignments were brought to be recorded, to wit: - For value received, The J. Waters Russell Realty Company, hereby assigns to William F. Russell and J. Waters Russell, Executors, the within mortgage.

As witness the seal of said corporation, and the signature of J. Waters Russell, its President, this 23rd. day of February, A. D. 1922.

Test: Mary S. Schaefer. The J. Waters Russell Realty Company, By: J. Waters Russell, President.

We hereby assign the within and foregoing mortgage to Wm. F. Russell, Jr., attorney for foreclosure. Witness our hands and seals.

December 21st. 1926. Witness: Harry C. Coleman.

J. Waters Russell (SEAL) Wm. F. Russell, (SEAL) Executors.

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 509 etc., a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 14th. day of January, A. D. 1927.

Seal's Place.

B. Hackett Turner Clerk.

CERTIFIED COPY OF MORTGAGE & ASSIGNMENTS  
 Filed January 14th, 1927.

#8499. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of April, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 31st. day of March, in the year nineteen hundred and twenty one by and between The J. Waters Russell Realty Company, a body corporate, of the State of Maryland, of the one part, and Henry L. Davies, of Baltimore City, State aforesaid, mortgagee, of the other part.

WHEREAS, the said Mortgagor is justly indebted unto said mortgagee in the full sum of One thousand dollars \$1,000.00 (being money loaned and advanced by said mortgagee to said mortgagor) which said sum and the interest thereon the said Mortgagor hereby agrees to pay two years after date, with legal interest semi-annually from this date. And the mortgagee hereby agrees to accept full payment of said mortgage debt at any interest bearing period. And whereas, this mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times above limited 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 the J. Waters Russell Realty Company, does grant unto the said Henry L. Davies, in fee simple, all that piece or parcel of ground situate, lying and being in Queen Anne's County, State aforesaid, in the 7th. election district and described as follows, to wit:- Beginning for the same at a stone at the southwest corner which is also a corner for the lands of Mr. Smith and which stands in the line of the Richey land and runs north 53 degrees east, 56 perches to a stone in a cove, then with said cove and the divisional line of the Ware property north 31 degrees and 3/4 of a degree west 37 perches to Chester River, then down said river South 20 1/2 degrees west, 8 perches, thence South 79 1/4 degrees west 39 1/2 perches to the Richey land, thence with that land south 38 degrees east 73 perches to the beginning, containing 20 acres 37 perches of land. It being the same land which was conveyed by Benjamin F. Durham and Minnie Durham, to the said The J. Waters Russell Realty Company, see Deed dated Jany. 3rd. 1920, J. F. R. No. 3, folio 522, a land record book 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. And it is hereby agreed that in the event of sale of the above described property and the power of sale hereinafter expressed, all annual crops, planted or growing upon said property at the time of sale, shall pass to the purchaser of said property.

TO HAVE AND TO HOLD the aforesaid piece or parcel of ground and premises unto and to the property use and benefit of the said Henry L. Davies, his heirs and assigns forever.

Provided, that if the said The J. Waters Russell Realty Co., its successors or assigns, shall pay the aforesaid principal sum and interest as above stipulated, including five per cent commission for collecting any deferred payment, and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said The J. Waters Russell Realty Company, 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 mortgagor for itself and for its its successors 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 Henry L. Davies, or Wm. F. Russell, Jr., of Chestertown, Maryland, his attorney or Agent, is hereby authorized and empowered at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest, and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers, thereof, his, her or their heirs or assigns, which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which said sale may be at public auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, And in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all counsel or attorney's fees and the actual cost of such bond as may be secured by the party or parties making the sale, in some approved Surety Company, and a commission to the party making sale of said property equal

to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said mortgagee, his personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagor, its successors 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 anyone entitled to pay the same, or said sale is withdrawn at the request of said mortgagor or any of them, then the said mortgagor, for itself and for its successors and assigns, does hereby further covenant to and with the said mortgagee, his heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers hereinbefore granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sale of property by virtue of a decree of the Court having equity jurisdiction in the State of Maryland, together with all costs, incurred, including a counsel or attorney's fee of thirty dollars.

And the said mortgagor for itself and for its successors 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 fully insurable value and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Harry L. Davies, or his assigns to the extent of his or their lien or claim hereunder. And the said Mortgagor for itself and for its successors and assigns, does further covenant to pay unto the said mortgagee, or his personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said mortgagee, or his personal representatives or assigns hereunder. And the said mortgagor does further covenant that it 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.

And the said The J. Waters Russell Realty Company does hereby constitute and appoint J. Waters Russel of Kent County, Md., to be its attorney in its name and as and for its corporate act and deed, to acknowledge this mortgage to the intent that the same may be duly recorded.

Witness the corporate seal of the said The J. Waters Russell Realty Company and the signature of J. Waters Russell, the President thereof, and duly attested by J. R. Russell, its Secretary.

The J. Waters Russell Realty  
Company.

By J. Waters Russell,  
Pres.

State of Maryland, Kent County, to wit:-

I hereby certify that on this 31st. day of March, in the year nineteen hundred and twenty one, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared J. Waters Russell, attorney named in the foregoing deed and in pursuance and by virtue of the authority therein conferred upon him, did acknowledge the foregoing mortgage to be the act of the said The J. Waters Russell Realty Company.

Notary  
Public  
Seal.

Harry C. Coleman, N. P.

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

I hereby assign the within mortgage to Wm. F. Russell, Jr., Attorney for foreclosure.

Witness my hand and seal this 21st. day of December, A. D. 1926.

Test: J. Waters Russell.

Mary P. Davies (SEAL)  
Executrix of Henry L. Davies.

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 471 etc., a Land Record Book for Queen Anne's County.

In TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 14th. day of January, A. D. 1927.

Seal's  
Place.

B. Hackett Turner Clerk.



CERTIFICATE OF APPOINTMENT OF EXECUTRIX  
Filed Jan. 14th, 1927.

THE STATE OF MARYLAND

BALTIMORE CITY, Sc.:

THE SUBSCRIBER, Register of Wills for Baltimore City, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all the goods, chattels, credits and personal estate of Henry L. Davies deceased, were on the 15th day of February in the year of our Lord one thousand nine hundred and twenty two granted and committed unto Mary P. Davies the Executrix by the last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 10th day of January in the year of our Lord nineteen hundred and twenty seven.

Seal's  
Place.

TEST:

Edwin R. Downes  
Register of Wills for  
Baltimore City.

CERTIFIED COPY OF BOND  
Filed January 14th, 1927.

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

KNOW ALL MEN BY THESE PRESENTS, that we, Wm. Frazier Russell Jr. as principal, and William F. Russell and J. Waters Russell, as sureties, and all of Kent County and State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of seventeen hundred (\$1700.00) 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 10th. day of January, in the year nineteen hundred and twenty seven.

WHEREAS, The J. Waters Russell Realty Company, a Corporation duly incorporated under the laws of the State of Maryland, by deed of mortgage dated the 31st. day of March, 1921, duly executed and acknowledged, and recorded among the land records for Queen Anne's County, State of Maryland, in Liber J. F. R. No. 6, folio 471 etc, conveyed to Henry L. Davies, certain real estate therein mentioned to secure the payment of the sum of one thousand (\$1000.00) dollars, and which said mortgage, after successive assignments, was assigned to Wm. Frazier Russell, attorney, for collection and foreclosure;

And Whereas, Horace R. Hillegas and Carrie D. Hillegas, by deed of mortgage dated the 15th. day of October, 1921, duly executed and acknowledged, and recorded among the aforesaid Land records in Liber J. F. R. No. 7, folio 509, etc. conveyed to The J. Waters Russell Realty Company aforesaid certain real estate therein mentioned to secure the payment of the sum of four hundred (\$400.00) dollars, and which was, after successive assignments, finally assigned to the said Wm. Frazier Russell, Jr. attorney for collection and foreclosure;

And whereas, in the event of any default being made in any condition of the said mortgages or in the payment of the mortgage debts or the interest thereon when due, power and authority were given therein to sell the mortgaged premises;

And whereas, default has been made in the conditions of said mortgages by reason of the failure of the said mortgagors to pay the mortgage debts as and when the same became due and payable, and the said Wm. Frazier Russell, Jr. attorney, assignee, is about to execute the said powers of sale by selling said mortgaged real estate.



NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Wm. Frazier Russell, Jr. 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 obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

J. Arthur Cooper.

Wm. Frazier Russell, Jr. (SEAL)  
Wm. F. Russell. (SEAL)  
J. Waters Russell. (SEAL)

Certificate of Clerk of Circuit Court for Kent County.

This is to certify that the above bond would be approved in the Circuit Court for Kent County, Maryland, in Equity.

Seal's Place.

Robert R. Ayres.  
Clerk of the Circuit Court for Kent County, Maryland.

And on the back of the foregoing Bond was thus endorsed, to wit:-  
Security approved and Bond filed January 14th. 1927.

B. Hackett Turner,  
Clerk Circuit Court Q. A. Co.

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. 272 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 14th. day of January, in the year nineteen hundred and twenty seven.

Seal's Place.

B. Hackett Turner,  
Clerk.

CERTIFICATE OF PUBLICATION  
OF SALE.

ASSIGNEE'S SALE  
of Valuable  
REAL ESTATE  
in Queen Anne's County, Maryland.

Under and by virtue of the power of sale contained in two mortgages- one from the J. Waters Russell Realty Company to Henry L. Davis, dated the 31st day of March, 1921, and recorded among the and Records for Queen Anne's County aforesaid, in Liber J. F. R. No. 6 folio 471, etc., which said mortgage was assigned to William Frazier Russell, Jr., Attorney, for foreclosure the 21st day of December, 1926, and the other from Horace R. Hillegas and Carrie D. Hillegas, to the J. Waters Russell Realty Company dated 5th day of October 1921, and recorded among the and Records for Queen Anne's county aforesaid in Liber J. F. R. No. 7 folio 509, etch., and which said mortgage was assigned after successive assignments to William Frazier Russell, Jr., Attorney, for foreclosure the 21st day of December 1926, the said William Frazier Russell, Jr., as assignee of said mortgage will offer at public Sale to the highest bidder in front of the Court House Door in Centreville, Maryland, on SATURDAY, FEB. 26th, 1927 at one o'clock P. M.

All that desirable farm, located on the West side of the Public Road leading from Crumpton to Millington in Queen Anne's county aforesaid, and which said farm is more commonly known as the Pheffer farm, bordering on the Chester River and adjoining the lands of Benjamin F. Durham and containing 20 ACRES OF LAND more or less. The aforesaid farm is located in a very desirable neighborhood, close to good

roads, and the improvements consist of a FRAME DWELLING of five rooms, with stable, potato house, shed and poultry house.

TERM OF SALE:- One third of purchase money cash on day of sale, the balance in two equal installments payable in six and twelve months from the day of sale, or all cash at the option of the purchaser, deferred payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned. All title papers will be at the expense of the purchaser, and possession of property will be given upon the ratification of the sale.

WILLIAM FRAZIER RUSSELL, Jr.

Attorney, Assignee.

J. Waters Russell, Auctioneer.

THIS IS TO CERTIFY, That the annexed advertisement was inserted in THE ENTERPRISE, a newspaper printed and published in Kent County, Maryland, once in each of 3 successive weeks before the 26th day of February 1927.

L. Bates Russell  
Publisher.

May 21st, 1927.

REPORT OF SALE  
Filed June 8th, 1927.

Wm. Frazier Russell, Jr.,  
Attorney, Assignee.

Vs.

The J. Waters Russell Realty Co.  
et al.

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In the Circuit Court for  
Queen Annes County,  
in Equity.  
No. 2681.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Wm. Frazier Russell, Jr., Attorney, and Assignee of the mortgage from Horace R. Hillegas and Carrie D. Hillegas, his wife, to The J. Waters Russell Realty Co. of Kent County, dated the 15th day of October, 1921, duly executed, acknowledged, and recorded in Liber J. F. R. No. 7, Folio 509, etc., one of the Land Record Books for Queen Annes County, Maryland, which mortgage was, by successive assignments, finally assigned to the said Wm. Frazier Russell, Jr., on the 21st day of December, 1926, for the purpose of foreclosure, which assignment, along with all prior assignments, is recorded among the Land Records for Queen Annes County aforesaid at the foot of the aforesaid mortgage,-respectfully shows:

That default having been made under said mortgage by the failure of the said Mortgagors to pay the principal mortgage indebtedness and the interests thereon when the same became due and payable, the said Wm. Frazier Russell, Jr., Attorney-Assignee, in conformity with the authority and power of sale in said mortgage contained, after having given bond with security for the faithful performance of his trust, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the Enterprise, a newspaper printed and published in Kent County, Maryland, and by advertisement in the Centreville Record, a newspaper printed and published in Queen Annes County, Maryland, for at least twenty days before the day of sale, the said Wm. Frazier Russell, Jr., Attorney-Assignee, did, pursuant to said notice, attend in front of the Court House Door in Centreville, Queen Annes County, Maryland, on Saturday, February 26th, 1927, at 1 o'clock P. M., and then and there proceeded to sell the mortgaged property in manner following that is to say,-

The said Wm. Frazier Russell, Jr., Attorney-Assignee, offered at public sale to the highest bidder the property mentioned in said mortgage, consisting of all that desirable farm, located on the west side of the public road leading from Crumpton to Millington in Queen Annes County, aforesaid, and which said farm is more commonly known as the "Pheffer" Farm, bordering on the Chester River and adjoining the lands of Benjamin F. Durham, and containing twenty acres of land more or less. And being the same land which was conveyed to the said Horace R. Hillegas by deed bearing date the 15th day of October 1921, duly executed and acknowledged, and recorded among the land records for Queen Annes County aforesaid.

The said Wm. Frazier Russell, Jr., Attorney-Assignee, reports that the highest bid he received for the said farm was Fourteen Hundred and Seventy-five (\$1475.00) Dollars, and the same being considered an inadequate price, no sale thereof was made. He further reports, however, that later during the day, to wit, the 26th day of February, 1927, he sold the said farm at private sale to J. Waters Russell, of Kent County, Maryland, for the sum of Sixteen Hundred (\$1600.00) Dollars, the same being the highest offer he could obtain for said property, and the said price being considered adequate. The sale of the aforesaid property was made upon the following terms and conditions: One third of the purchase money was to be paid in cash on the day of sale, the balance in Two equal installments payable in six and twelve months from the day of sale, or all cash at the option of the purchaser, deferred payment to bear interest from day of sale and to be secured to the satisfaction of the said Wm. Frazier Russell, Jr., Attorney-Assignee. All title papers to be at the expense of the purchaser, and possession of the property to be given upon the ratification of the sale. The said Wm. Frazier Russell, Jr., Attorney-Assignee, further reports that the purchaser had made satisfactory assurances of compliance with the terms of sale. The sale was fairly made and the said Wm. Frazier Russell, Jr., Attorney-Assignee, prays the usual order therein.

Respectfully submitted.

Wm. Frazier Russell, Jr.  
Attorney-Assignee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 8th day of June, 1927, before me, the subscriber, a notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Wm. Frazier Russell, Jr., Attorney-Assignee, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief.

As witness my hand and notarial seal.

Lida B. Wheat  
NOTARY PUBLIC

Notary  
Public  
Seal.

Filed June 8th, 1927.

N I S I

Wm. Frazier Russell, Jr.  
Attorney, assignee.

Vs.

The J. Waters Russell Realty Co.  
et. al.

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
CHANCERY NO. 2681.

ORDERED, This 8th day of June A. D. 1927, that the sale of the real estate made and reported in this cause by Wm. Frazier Russell, Jr., be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 18th day of July next.

The Report states the amount of sales to be \$1600.00.

B. Hackett Turner Clerk.

Filed June 7th, 1927.

CERTIFICATE OF ADVERTISEMENT OF SALE.  
Filed July 26th, 1927.

ASSIGNEE'S SALE  
of Valuable  
REAL ESTATE  
in Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in two Mortgages one from the J. Waters Russell Realty Company to Henry E. Davies, dated the 31st day of March, 1921, and recorded among the Land Records for Queen Anne's County aforesaid, in Liber J. F. R. No. 6 folio 471, etc., which said mortgage was assigned to William Frazier Russell, Jr., Attorney, for foreclosure the 21st day of December, 1926, and the other from Horace R. Hillegas and Carrie D. Hillegas, to the J. Waters Russell Realty Company dated the 15th day of October 1921, and recorded among the Land Records for Queen Anne's County aforesaid in Liber J. F. R. No. 7 folio 509 etc., and which said mortgage was assigned after successive assignments to William Frazier Russell, Jr., Attorney, for foreclosure the 21st day of December 1926, the said William Frazier Russell, Jr., as assignee of said mortgage will offer at Public Sale to the highest bidder in front of the Court House Door in Centreville, Maryland, on Saturday, Feb. 26, '27 at one o'clock P. M.

All that desirable farm, located on the West side of the Public Road leading from Crumpton to Millington in Queen Anne's County aforesaid, and which said farm is more commonly known as the Pheffer farm, bordering on the Chester River and adjoining the lands of Benjamin F. Durham and containing 20 ACRES OF LAND more or less. The aforesaid Farm is located in a very desirable neighborhood, close to good roads, and the improvements consist of a FRAME DWELLING of five rooms, with stable, potato house, shed and poultry house.

TERMS OF SALE:-One third of purchase money cash on day of sale, the balance in two equal installments payable in six and twelve months from the day of sale, or all cash at the option of the purchaser; deferred payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned. All title papers will be at the expense of the purchaser, and possession of property will be given upon the ratification of the sale.

WILLIAM FRAZIER RUSSELL, Jr.,  
Attorney, Assignee.  
J. Waters Russell, Auctioneer.

#### THE CENTREVILLE RECORD

Centreville, Md. July 26, 1927

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Wm. Frazier Russell Jr. Assignee vs. J. Waters Russell Realty Co. 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 Feb. 3/27) before the 26 day of Feb. in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed July 26th, 1927.

#### ORDER NISI

Wm. Frazier Russell, Jr., Attorney,  
Assignee.  
vs.  
The J. Waters Russell Realty Co., et. al.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2681.

Ordered, This 8th day of June A. D., 1927, that the sale of the real estate made and reported in this cause by Wm. Frazier Russell, Jr., be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 18th day of July next.

The Report states the amount of sales to be \$1600.

B. HACKETT TURNER, Clerk.  
True Copy  
Test: B. HACKETT TURNER, Clerk.  
Filed June 7th, 1927.

THE CENTREVILLE RECORD

Centreville, Md. July 26, 1927

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Wm. Frazier Russell Jr. atty vs. The J. Waters Russell Realty Co. 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 18 day of July in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

Filed July 26th, 1927.

PETITION TO FILE SUPPLEMENTAL REPORT OF SALE AND ORDER THEREON Filed December 7th, 1927.

Wm. Frazier Russell, Jr.,	:	
	:	In the Circuit Court for
Attorney-Assignee	:	
	:	Queen Anne County, Md.
vs.	:	
	:	In Equity No. 2681
The J. Waters Russell	:	
	:	
Realty Company, et al	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Wm. Frazier Russell, Jr., Attorney Assignee, respectfully represents:

1. That heretofore, to wit, on the 21st day of December, 1926, two mortgages were duly assigned to your Petitioner for collection and foreclosure, - one from The J. Waters Russell Realty Company to Henry L. Davies dated the 31st day of March, 1921, and recorded among the Land Records for Queen Anne County, Maryland, in Liber J. F. R. No. 6, Folio 471, etc.; and the other from Horace R. Hillegas and Carrie D. Hillegas, his wife, to The J. Waters Russell Realty Company dated the 15th day of October 1921, and recorded among the aforesaid Land Records in Liber J. F. R. No. 7, Folio 509, etc.

2. That both of the aforesaid mortgages operated as liens upon the same property, the mortgage first above mentioned being the first lien upon the property in the sum of One Thousand (\$1000.00) Dollars, and the other mortgage being a second lien upon the property in the sum of Four Hundred (\$400.00) Dollars.

3. That your Petitioner, as attorney and Assignee, on the 14th day of January, 1927, docketed suit for foreclosure under both of the aforesaid mortgages as is evidenced by "Order to docket suit" filed in this cause; and that he caused certified copies of the aforesaid mortgages to be filed with the proceedings.

4. That your Petitioner, by virtue of the power and authority vested in him by said mortgages, offered the property thus mortgaged at public sale on Saturday, February 26th 1927, - the advertisement of sale clearly stating that the property would be offered and sold "under and by virtue of the power of sale contained in two mortgages", a description of the said mortgages immediately following the above quotation, - reference to copy of advertisement may be made by examining usual printer's certificate filed in this cause.

5. That when the sale of the aforesaid property was reported to this Honorable Court your Petitioner inadvertently failed to state that the sale was made under both of the aforesaid mortgages, - the report erroneously stating that the sale was made by reason of default under the second mortgage.

6. That as a matter of fact the sale was made under the power contained in both mortgages as stated in the advertisement of sale hereinabove mentioned.

7. That your Petitioner desires to correct the omission thus made in his Report of Sale and respectfully prays this Honorable Court to pass an order allowing him to file a Supplemental Report in conformity with the facts herein set forth.

Respectfully submitted,

Wm. Frazier Russell, Jr.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify, that on this 7th day of December, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Wm. Frazier Russell, Jr., Attorney-Assignee, and made oath in due form of law that the statements made in the foregoing Petition are true and bona fide, as therein set forth.

As witness my Hand and Notarial Seal.

Notary  
Public  
Seal.

Lida B. Wheat  
Notary Public.

Filed December 7th, 1927.

ORDER OF COURT.

Upon the foregoing Petition it is this 7th day of December 1927, by the Circuit Court for Queen Anne County, in Equity, ordered that Wm. Frazier Russell, Jr., Attorney-Assignee, be allowed to file a Supplemental Report of Sale in these proceedings and that the usual Order Nisi upon such Report be duly published.

LEWIN W. WICKES.

Filed December 7th, 1927.

SUPPLEMENTAL REPORT OF SALE  
Filed December 7th, 1927.

KENT COUNTY, Sc:

THE SUBSCRIBER, REGISTER OF WILLS FOR KENT COUNTY, STATE OF MARYLAND, doth hereby certify that it appears by the records in his office, that letters of administration of all goods, chattels and credits and personal estate of Benanna G. Russell late of Kent county, deceased, was on the 19th day of October, in the year of our Lord Nineteen Hundred and Fifteen granted and committed unto Wm. F. Russell and J. Waters Russell, the Executors by the last will and testament of said deceased, who filed his bond in the penal sum of One Hundred (\$100.00) Dollars, with security approved by the Orphans' Court for said county.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal this 6th day of March A. D., 1928.

Seal's  
Place.

TEST:

Merritt Brice

Register of Wills.

136812

Wm. Frazier Russell, Jr., :  
Attorney-Assignee : In the Circuit Court for  
vs. : Queen Anne County.  
The J. Walters Russell : In Equity No. 2681.  
Realty Company, et al. :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Supplemental Report of Sale of Wm. Frazier Russell, Jr., Attorney-Assignee, permitted to be made and filed by Order of this Honorable Court passed on the 7th day of December, 1927, respectfully shows:

1. That in his Report of Sale filed in the above cause on June 8th 1927 he stated that as Assignee of the mortgage from Horace R. Hillegas and Carrie D. Hillegas, his wife, to The J. Waters Russell Realty Company of Kent County, dated the 15th day of October, 1921, and recorded in Liber J. F. R. No. 7, Folio 509, etc., a Land Record Book for Queen Anne County, Maryland, (default having been made under said mortgage by the failure of the mortgagors to pay the principal mortgage indebtedness and the interest thereon when the same became due and payable) he offered the mortgaged property at public sale in front of the Court House Door in Centreville, Maryland, on February 26th 1927 in conformity with the authority and power of sale in said mortgage contained, and not receiving an adequate bid for said property, he later, at private sale, sold the aforesaid property to J. Waters Russell for the sum of Sixteen Hundred (\$1600.00) Dollars.

2. That, as a matter of fact, he offered and later sold the aforesaid property under and by virtue of the provisions contained in two mortgages which operated as liens upon the same property, (default in the payment of principal and interest having been made in both), -the mortgage mentioned in Paragraph 1 of this Report being one and a mortgage from The J. Waters Russell Realty Company to Henry L. Davies dated the 31st day of March, 1921, and recorded among the aforesaid Land Records in Liber J. F. R. No. 6, Folio 471, being the other.

3. That both of the aforesaid mortgages were duly assigned to him for collection and foreclosure, as is evidenced by certified copies of same, filed in these proceedings.

4. That in his first Report of Sale he inadvertently failed to state that the sale of the aforesaid property was made under both of the aforesaid mortgages, and he files this Supplemental Report of Sale to correct the omission thus made.

5. That in all other respects the first Report of Sale is correct.

Respectfully submitted,

Wm. Frazier Russell, Jr.  
Attorney-Assignee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify, that on this 7th day of December, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Wm. Frazier Russell, Jr., Attorney-Assignee, and made oath in due form of law that the statements made in the foregoing Supplemental Report of Sale are true and bona fide, as therein set forth.

As witness my Hand and Notarial Seal.

Notary  
Public  
Seal.

Lida B. Wheat.  
Notary Public.



## N I S I

Wm. Frazier Russell, Jr.,  
Attorney Assignee

Vs.

The J. Walters Russell Realty  
Company, a corporation.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CHANCERY NO. 2681.

ORDERED, This 7th day of December A. D., 1927, that the sale of the real estate made and reported in this cause by Wm. Frazier Russell, Jr. Attorney, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of January next.

The Report states the amount of sales to be \$1600.00.

B. Hackett Turner Clerk.

Filed December 7th, 1927.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed Feb. 8th, 1928.

## ORDER NISI

Wm. Frazier Russell, Jr., Attorney, Assignee

vs.

The J. Walters Russell Realty Company, a corporation.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2681.

Ordered, This 7th day of December A. D., 1927, that the sale of the real estate made and reported in this cause by Wm. Frazier Russell, Jr., Attorney Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of February next; provided a copy of thjs 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 January next.

The Report states the amount of sales to be \$1600.00.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed Dec. 7th, 1927.

## THE CENTREVILLE RECORD

Centreville, Md. February 8, 1928

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Wm. Frazier Russell, Jr., atty, assignee, vs. The J. Walters Russell Realty Company, a Corporation, Chancery 2681 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of four successive weeks before the 19th day of January in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins



STATEMENT OF MORTGAGE DEBT.  
Filed February 18th, 1928.

Wm. Frazier Russell, Jr.,	:	In Equity No. 2681
Attorney-Assignee	:	In the Circuit Court
vs.	:	for Queen Anne County.
The J. Waters Russell	:	
Realty Company, et al.	:	

STATEMENT OF MORTGAGE DEBT

The J. Waters Russell  
Realty Company

To	Mary P. Davies, Executrix	
	of Henry L. Davies, deceased	Dr.

To principal mortgage indebtedness	\$1000.00
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STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 15th day of February, 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Mary P. Davies, Executrix of Henry L. Davies, and she made oath in due form of law that the foregoing statement is true to the best of her knowledge and belief.

As witness my hand and Notarial Seal.

Notary  
Public  
Seal.

Harry C. Coleman  
Notary Public.

STATEMENT OF MORTGAGE DEBT  
Filed February 18th, 1928.

Wm. Frazier Russell, Jr.,	:	In Equity No. 2681
Attorney-Assignee	:	In the Circuit Court
vs.	:	for Queen Anne County
The J. Waters Russell	:	
Realty Company, et al	:	

STATEMENT OF MORTGAGE DEBT

Horace R. Hillegas  
Carrie D. Hillegas

To	William F. Russell,	
	and J. Waters Russell,	
	Executros.	Dr.



TO THE HONORABLE, THE JUDGES OF THE ORPHANS' COURT FOR KENT

COUNTY, MARYLAND:

The petition of J. Waters Russell and Wm. F. Russell, Executors of the estate of Benanna G. Russell, late of Kent County, deceased, respectfully shows,-

1. That heretofore, to wit, on the 15th day of October 1921 a certain Horace R. Hillegas and Carrie D. Hillegas, his wife of the City of Philadelphia, State of Pennsylvania, executed a mortgage to The J. Waters Russell Realty Company of Kent County, Maryland to secure the sum of \$400.00 to be repaid with interest half-yearly at six per centum per annum at the expiration of one year from the aforesaid date.

2. That later, to wit, on the 23rd day of February 1922 for value received the said The J. Waters Russell Realty Company assigned the aforesaid mortgage to J. Waters Russell and Wm. F. Russell, Executors as aforesaid.

3. That the mortgagors above mentioned defaulted in the payment of the principal mortgage indebtedness and the interest due thereon and it became necessary for the Executors aforesaid to institute foreclosure proceedings to collect the said debt: and that on the 21st day of December 1926 the Executors aforesaid assigned the aforesaid mortgage to Wm. Frazier Russell, Jr., for collection.

4. That your petitioner are advised that it would be practical and wise to secure the approval of this Honorable Court for the said assignment for collection and therefore prays your Honors to pass an Order approving their action in the premises.

Respectfully submitted,

Wm. F. Russell

J. Waters Russell

Executors of the Estate of  
Benanna G. Russell,  
deceased

ORDER OF COURT

Upon the foregoing petition, it is, this 13th day of March 1928 ordered by the Orphans' Court for Kent County, Maryland that the reassignment of the mortgage given by Horace R. Hillegas and Carrie D. Hillegas, his wife, to the J. Waters Russell Realty Company to Wm. Frazier Russell, Jr., for foreclosure and collection be and the same is hereby approved.

Edward A. Scott

J. Henry Thompson

James H. Groves

Judges Orphans' Court.

STATE OF MARYLAND, Kent County, Sct:

The subscriber, Register of Wills, in and for Kent County, doth hereby certify that the foregoing is a true copy of the PETITION FOR FORECLOSURE OF CERTAIN MORTGAGE and Order of Court therewith in the estate of Benanna G. Russell, deceased, recorded in Liber "PROCEEDINGS OF ORPHANS' COURT" S. G. C. No. 2, folio 470 etc., as the same remains on file and of record in this office.

IN TESTIMONY WHEREOF I hereunto set my hand  
and seal this 14th day of March, 1928.

Merritt Brice

Register of Wills.

Seal's  
Place.







136812

Cause No. 2683.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twentieth day of January, in the year nineteen hundred and thirty, the following Order to Docket Suit was brought to be recorded, to wit:-

J. H. C. Legg, Assignee	In The Circuit Court for
Vs.	Queen Anne's County, In
John A. Wheeler	Equity,
Mary G. Wheeler	Cause NO.
his wife,	
Mortgagors:	

To Mr. B. H. Turner,

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

Docket the above entitled cause on your Chancery Docket; enter the Appearance of J. H. C. Legg, as Solicitor for the Assignee, and make out and file in this Cause a certified copy of the Mortgage from John A. Wheeler and Mary G. Wheeler, his wife, to John Palmer Smith, dated the 29th. day of July, in the year, 1924, and Recorded in Liber B. H. T. No. 2 folios 209 etc., One of the land Record Books for Queen Anne's County, Maryland, and the assignments thereon, and by mense assignments assigned to J. H. C. Legg for collection.

J. H. C. Legg  
Attorney for Assignee.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENTS.  
Filed Jan. 20th, 1930.

#10,798. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eighteenth day of August, in the year nineteen hundred and twenty four, the following Mortgage and Assignment was brought to be recorded, to wit:

THIS MORTGAGE, made this 29th. day of July, in the year nineteen hundred and twenty four, by John A. Wheeler and Mary G. Wheeler, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said John A. Wheeler is justly indebted unto John Palmer Smith of said County and State in the full and just sum of one hundred and seventy five dollars (\$175.00) which said sum is to be repaid unto the said John Palmer Smith at the expiration of six months from the date of these presents, with interest in the meantime at the rate of six per cent, per annum, payable at the maturity of this mortgage, to secure which said principal sum and the interest to accrue thereon these presents are executed.

NOW THEREFORE, THIS MORTGAGE WITNESSETH THAT, in consideration of the premises and of the sum of one dollar, the said John A. Wheeler and Mary G. Wheeler, his wife, do hereby grant and convey unto John Palmer Smith, his heirs and assigns, absolutely in fee simple, the following described real estate, to wit:- All that lot or parcel of land called or known as Lot No. 11 of Cooper's sub-division of the Brown-Faithful land situate, lying and being in the second election district of Queen Anne's County, State of Maryland, with a frontage of 77.83 feet, more or less, on Booker Avenue, bounded on one side by the street or road called Lincoln Avenue, on another side by Lot No. 12, of the Plat hereinafter mentioned and bounded in the rear by an alley with less frontage thereon than on Booker Avenue; being Lot No. 11 mentioned in the following deeds recorded among the land record books of Queen Anne's County, to wit: The deed to Charles C. Ryan from Sarah C. McKenney, recorded in Liber J. F. R. No. 2, fol. 338, and the deed to Wm. T. McKenney from Harvey L. Cooper, recorded in Liber W. F. W. #4, fol. 527, being Lot No. 11 in the plat recorded in Liber W. F. W. #3, fol. 370, And being the same and all the land granted and conveyed unto the said John A. Wheeler by deed from Julian C. Walker, administrators c. t. a. of Charles C. Ryan, bearing even date herewith and intended to be recorded on the land record books immediately preceding the re-

ording of this mortgage.

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

PROVIDED; that if the said Mortgagors, their heirs, executors, administrators or assigns shall well and truly pay to the said mortgagee, his executors, administrators or assigns, the aforesaid sum of one hundred and seventy five dollars (\$175.00), 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, her or thier part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagors, their heirs and assigns, shall possess said property. And the said Mortgagors, for themselves and for their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured the improvements on said premises to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Mortgagee, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured, and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Mortgagee, his executors, administrators or assigns, or 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, State of Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to the mortgagors or whoever may be entitled to the same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage, and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Mortgagee, his executors, administrators 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 Mortgagors, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness our hands and seals.

Test: Bertha G. Durney.

John A. Wheeler (SEAL)

Mary G. Wheeler (SEAL)

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

I hereby certify that on this 29 day of July, 1924, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared John A. Wheeler and Mary G. Wheeler, his wife, the mortgagors, and did each acknowledge the foregoing mortgage to be their respective act and deed. And at the same time also before me personally appeared John Palmer Smith, the mortgagee, above named, and made oath in due form of law that the consideration stated in the foregoing mortgage to be true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

Notary  
Public  
Seal.

Bertha G. Durney  
Notary Public.



For value received, I do hereby transfer and assign the within and  
aforegoing mortgage unto Sadie A. Saunders, without recourse or guarantee.

Witness my hand and seal this 18th. day of August, 1924.

Witness: Lida Hopkins.

John Palmer Smith (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 20th. day of January,  
in the year nineteen hundred and twenty seven, the following Assignments were brought  
to be recorded, to wit:

No. 1. For value received, I do hereby transfer and assign the within and  
aforegoing Mortgage unto Sadie A. Saunders, without recourse or guarantee.

Witness my hand and seal this 18th. day of August, 1924.

Witness: Lida Hopkins.

John Palmer Smith (SEAL)

No. 2. For value received, I hereby assign the within and foregoing mort-  
gage to J. H. C. Legg, esq., for collection.

As witness my hand and seal this 22 day of December, in the year  
nineteen hundred and twenty six,

Witness: W. R. McCroskery.

Sadie A. Saudners (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, fol. 209 etc., a Land Record Book for Queen Anne's County,

IN WITNESS WHEREOF, I hereunto subscribe my name and  
affix the seal of the Circuit Court for Queen Anne's  
County, this 20th. day of January, A. D. 1927.

Seal's  
Place.

B. Hackett Turner, Clerk.

.....

CERTIFIED COPY OF BOND  
Filed Feb. 12th, 1927.

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

KNOW ALL MEN BY THESE PRESENTS, that we, J. H. C. Legg, of  
Centreville, Queen Anne's County, State of Maryland, as the Principal, 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 five hun-  
dred dollars, to be paid to the said State, or its certain attorney, to which pay-  
ment 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 twelfth day of February, in  
the year nineteen hundred and twenty seven.

WHEREAS, the above bounden J. H. C. Legg, by virtue of the  
power contained in a mortgage from John A. Wheeler and Mary G. Wheeler, his wife  
to John Palmer Smith, bearing date the 29th. day of July, nineteen hundred and  
1924, and recorded among the land records of Queen Anne's County, in Liber B. H.  
T. No. 2, folio 209, and assigned (by mense assignments) to J. H. C. Legg, for the  
purpose of collection, which said assignment is recorded at the foot of the afore-  
said mortgage, in the aforesaid Liber, is about to sell the land and premises de-  
scribed 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 J. H. C. Legg, as assignee, as aforesaid, do and shall well and truly  
and faithfully perform the trust reposed in him under the mortgage aforesaid, and  
shall abide by and fulfill any order or decree which shall be made by any Court of

Equity in relation to the sale of said mortgaged property or the proceeds thereof, then 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  
W. Marion Council.

Attest:  
W. Marion Council.

J. H. C. Legg. (SEAL)  
New Amsterdam Casualty Company.  
By Wm. Kenney & Price.  
Attorneys in fact.  
By H. E. Price.

And on the back of the foregoing Bond was thus endorsed, to wit:-  
Security approved and Bond filed February 12th. 1927., @ 11.30  
A. M.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, fol. 281 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 12th. day of February, in the year 1927.

Seal's  
Place.

B. Hackett Turner, Clerk.

#### REPORT OF SALE

Filed Feby. 17th, 1927.

J. H. C. Legg, Assignee,  
VS.

John A. Wheeler and  
Mary G. Wheeler, his wife,  
Mortgagors,

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

To the Honorable, the Judges, of said Court:

The report of J. H. C. Legg, the Assignee of the Mortgage from John A. Wheeler and Mary G. Wheeler, his wife, to John Palmer Smith, dated the 29th. day of July, in the year, 1924, and Recorded in Liber B. H. T. No. 2 folios 209 etc., One of the Land Record Books for Queen Anne's County, State of Maryland, and by MENSE assignments, assigned to the said J. H. C. Legg, for the purpose of collection, default having occurred in the terms, conditions and covenants of the aforesaid Mortgage, in thenon payment of the principal sum, or Mortgage debt, the interest, and taxes, that after giving Bond with security approved by the Clerk of this Court, and filed with him previous to the time of the sale, for the faithful discharge of the trust, and after giving more than twenty days previous Notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer, four insertions, a newspaper printed and published in Queen Anne's County, Maryland, a certified copy of which advertisement is herewith filed with this Report of Sale, and is asked to be taken as a part of the same, he did pursuant to said Notice and advertisement, attend in person in front of the Court House door in the Twon of Centreville, in Queen Anne's County, Maryland, on Saturday February the Twelfth, in the year, nineteen hundred and twenty seven, at the hour of three O'Clock P. M. and then and there proceeded to sell the property mentioned and described in the aforesaid Mortgage, and in the Annexed advertisement As ALL THAT BOT OR PARCEL OF LAND called or known as Lot No. 11 of Cooper's sub-division of the Brown-Faithful land, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, with a frontage of 77.83 feet, more or less on Booker Avenue, bounded on one side by the street or road called Lincoln Avenue, and on another side by Lot No. 12 of the Plat hereinafter mentioned, and bounded in the rear by an Alley with less frontage thereon than on Booker Avenue, and being the

same land conveyed unto John A. Wheeler by Julian C. Walker, administrator C. T. A. of Charles C. Ryan, deceased, and in the aforesaid Mortgage, improved by a Frame Dwelling House, etc., and sold the same to Mrs. Sadie A. Saunders, of #597 Fifth Avenue, New York City, New York, at and for the sum of Two Hundred and Fifty Dollars, she being then and there the highest bidder therefor at and for the sum of Two Hundred and fifty Dollars.

And your Assignee reports that the purchaser will pay cash for the property on the final ratification of the said sale by this Honorable Court.

All of which is respectfully submitted by

J. H. C. Legg  
Assignee.

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this Seventeenth day of February, in the year, nineteen hundred and twenty seven, personally appeared before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, In Equity, J. H. C. Legg, Assignee, as above set out in this 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 bona fide made.

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

N I S I

J. H. C. Legg, Assignee

VS.

John A. Wheeler and  
Mary G. Wheeler, his wife  
mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2683.

ORDERED, This 17th. day of February A. D., 1927, that the sale of the real estate made and reported in this cause by J. H. C. Legg, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd. day of March next.

The Report states the amount of sales to be \$250.00

B. Hackett Turner Clerk.

Filed Feby. 17th. 1927.

CERTIFICATE OF PUBLICATION  
OF SALE  
Filed Feby. 17, 1927.

MORTGAGE SALE OF HOUSE AND LOT  
At Price, in Queen Anne's  
County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from John A. Wheeler, and Mary G. Wheeler, his wife, to John Palmer Smith, dated July 29, 1924, recorded in Liber B. H. T. No. 2, folios 209 etc., a Land Record Book for Queen Anne's County, Maryland, and by Mense assignments duly assigned to J. H. C. Legg for collection, I will sell at public sale in front of the Court House in the town of Centreville, in Queen Anne's County Maryland on SATURDAY, FEBRUARY 12, 1927 at the hour of 3 o'clock p. m

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ALL THAT LOT OR PARCEL OF LAND called or known as Lot No. 11 of Cooper's sub-division of the Brown-Faithful land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, with a frontage of 77.83 feet, more or less, on Booker Avenue, bounded one side by the street or road called Lincoln Avenue, on another side by Lot No. 12 of the plat hereinafter mentioned and bounded in the rear by an alley with less frontage thereon than on Booker Avenue; and being the same land conveyed unto the said John A. Wheeler by Deed from Julian C. Walker, administrator C. T. A. of Charles C. Ryan, dated even date with this mortgage, and recorded in Liber B. H. T. No. 2, folios 207, immediately preceding these presents, to which Deed and the references therein especial reference is hereby made for an accurate description of the land described in this mortgage, improved by a FRAME DWELLING HOUSE, ETC.

TERMS OF SALE-One half of the purchase money cash on day of sale, the balance in six months from the day of sale, the credit payment to bear interest from day of sale, and to be secured by the note or bond of the purchaser with approved security or all cash at the option of the purchaser. Further and more detailed particulars made known on day of sale; title papers at expense of the purchaser.

J. H. C. LEGG, Assignee.

THE CENTREVILLE OBSERVER

Centreville, Md., February 12 1927

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgage Sale (J. H. C. Legg Mtg.) in the case of John A. Wheeler and Mary G. Wheeler 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 twelfth day of February in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

CERTIFICATE OF PUBLICATION OF ORDER NISI  
Filed Sept. 9th, 1927.

NISI

J. H. C. LEGG, ASSIGNEE

vs.

JOHN W. WHEELER AND MARY G. WHEELER,  
HIS WIFE, MORTGAGORS.

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

CHANCERY NO. 2683.

Ordered, This 17th day of February, A. D., 1927, that the sale of the real estate made and reported in this cause by J. H. C. Legg, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23 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 23rd day of March, next.

The Report states the amount of sales to be \$250.00.

B. HACKETT TURNER, Clerk.

True Copy-Test:

B. HACKETT TURNER, Clerk.

Filed February 17th, 1927.

THE CENTREVILLE OBSERVER

Centreville, Md., September 9, 1927

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of J. H. C. Legg, Assignee vs. John W. Wheeler and Mary G. Wheeler, 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 23rd day of March in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

STATEMENT OF MORTGAGE INDEBTEDNESS.  
Filed Sept. 9th, 1927.

J. H. C. Legg, Assignee,  
VS.

In the Circuit Court for Queen  
Anne's County, in Equity, Cause  
No. 2683.

John A. Wheeler and Mary G.  
Wheeler, his wife, Mortgagors.

John A. Wheeler and Mary G. Wheeler, his wife, Mortgagors,  
to J. H. C. Legg, Assignee,

To amount due under the Mortgage from John A. Wheeler and Mary G. Wheeler, His wife, to John Palmer Smith, dated the the 29th. day of July, 1924, Recorded in Liber B. H. T. No. 2 folios 209 One of the Land Record Books for Queen Anne's County, Maryland, and by mense assignments assigned to J. H. C. Legg, on Dec. 22nd. 1926, for the sum of -----\$150.00

with interest from 1st. day of September, 1924 to

December 1st. 1925 (15 months)	\$ 11.25
	\$161.25
December 1st. 1925 credit by (On interest)	\$ 10.00
	\$151.25
Interest on \$150.00 from Dec. 1st, 1925 to	
Feb. 12th, 1927 14 mos. 12 days,	\$ 10.85
	\$162.10
Taxes for the year 1926	6.30
Total-----	\$168.40

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 9th day of September, in the year , nineteen hundred and twenty seven, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, aforesaid, personally appeared J. H. C. Legg, Assignee as aforesaid set out, and made oath in due form of law that the above statement of the Mortgage Indebtedness is true to the best of his knowledge and belief.

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

ORDER OF COURT RATIFYING SALE.  
Filed Sept. 9th, 1927.

FINAL ORDER OF RATIFICATION:

ORDERED by THOMAS J. KEATING, one of the Associate Judges of the Circuit Court for Queen Anne's County, In Equity, and by the authority of the said Court, on this 9th day of September in the year, nineteen hundred and twenty Seven, that the sales of the real estate made and reported in this cause by J. H. C. Legg, Assignee as aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given in accordance with the Order Nisi heretofore passed in said Cause, and the Assignee is allowed the usual commissions, allowed by the mortgage, and such proper expenses as he shall produce vouchers for to the Auditor.

Filed Sept. 9th, 1927.

Thomas J. Keating









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Cause No. 2688.

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

Thomas H. Callahan, Jr.,  
Martha C. Callahan,  
Thomas H. Callahan, Third,  
by his prochain ami  
Martha C. Callahan,  
Plaintiffs.

vs.

Harry C. Reynolds,  
Faith B. Reynolds,  
Bernard Reynolds.  
Defendants.

In the Circuit Court

for

Queen Anne's County, in

Equity.

Chancery #

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That Thomas H. Callahan, Sr., late of Queen Anne's County, deceased, the father of Thomas H. Callahan, Jr., one of your Orators, departed this life in or about the month of January, in the year nineteen hundred and twenty three seized and possessed, among other real estate, of the real estate described as follows:

PARCEL NO. 1 All that tract or part of a tract of land, known as "Tristram" or "Trustram" or the Robert Rhodes Farm, situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, adjoining the farm known as the Addison Rhodes farm and the farm known as the Dodd farm, lying on the public road from Wye Neck to Wye Mills, containing two hundred and eighty acres of land, more or less, being the same land conveyed to Thomas H. Callahan by Robert H. Rhodes and Susan C. Rhodes, his wife, by deed bearing date the twenty seventh day of February, eighteen hundred and ninety three, and is now of record in liber L. D. No. 1 folio 317 etc., a land record book for Queen Anne's County, a certified copy of which is filed herewith as a part hereof and marked Plaintiffs Exhibit "A".

PARCEL NO.2 All that lot, tract, part of a tract and parcel of land improved by a frame dwelling house, situate, lying and being in Queenstown, in The Fifth Election District of Queen Anne's County aforesaid, being a part of the tract of land formerly known as the "Mitchell Lots" and lying between the two avenues which lead from the public road or street leading from the main portion of the town of Queenstown to the Steamboat Landing, adjoining on its southwest side the land of The Vestry of Wye Parish in Queen Anne's County and Talbot County, Maryland, and on its northeast side the property of W. E. Wyatt and others, containing one rood and thirty-eight perches of land, more or less, being the same land conveyed to Thomas H. Callahan by Rowland H. Ford and Osceola D. Ford by deed bearing date the twenty second day of July in the year nineteen hundred and twenty, and now of record in liber J. F. R. No. 5 folio 118, a land record book for Queen Anne's County, a certified copy of which is filed herewith as a part hereof and marked Plaintiffs Exhibit "B".

2. That the said Thomas H. Callahan, Sr., departed this life as aforesaid leaving a last will and testament, bearing date the twenty third day of September, nineteen hundred and eighteen, duly executed to pass title to real estate, which has been 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 of said County in Liber W. T. B. No. 1 folio 304, etc., a will record book for Queen Anne's County aforesaid, a certified copy of which said last will and testament, is herewith filed and marked Exhibit "C" and is prayed to be taken as a part hereof; and as will appear by Item 3 of said last will and testament all of the real estate of which the testator died seized and possessed, and of which the real estate described in Paragraph 1 of this Bill of Complaint is a part, was by said testator, Thomas H. Callahan, Sr., devised to the testator's son, Thomas H. Callahan, Jr., one of your Orators, for and during the term of his natural life and no longer, and from and after his death, to his children or their descendants living at the time of his, Thomas H. Callahan, Jr's., death.

3. That as will appear by reference to Item 8 of said last will and testament, the said testator, directed that his wife, Annie E. Callahan, who survived the testator, should take such interest in his, the testator's real estate, as that to which she would have been entitled by law if he had died intestate.

4. That the said widow, Annie E. Callahan, departed this life in or about the year nineteen hundred and twenty four, leaving a last will and testament and codicil thereto, duly executed to pass title to real estate, bearing date the first day of October, nineteen hundred and twenty four, which have been admitted to probate by the Orphans' Court of Queen Anne's County, and are now of record in the Office of the Register of Wills of said County in liber W. T. B. No. 2 folio 109, etc., a will record book for Queen Anne's County, a certified copy of which said last will and testament and of said codicil is herewith filed and marked Exhibit "D", and is prayed to be taken as a part of this Bill of Complaint.

5. That as will appear by reference to Item 9 of said last will and testament, the testatrix, Annie E. Callahan, gave, devised and bequeathed all the rest, residue and remainder of her estate and property of every kind and description, real, personal and mixed, of which a one-third interest in the properties mentioned in Paragraph 1 is a part, to her said sons, Bernard I Reynolds and Harry C. Reynolds, two of the respondents, as tenants in common, absolutely and in fee simple.

6. That upon the death of Thomas H. Callahan, Sr., and pursuant to the direction contained in said Item 3 of said last will and testament of Thomas H. Callahan, Sr., deceased, Thomas H. Callahan, Jr., one of your Orators, possessed himself of an undivided two thirds interest and estate for life in and to the real estate mentioned and described in Paragraph 1 of this Bill of Complaint and at the same time and pursuant to the direction contained in said Item 8 of said last will and testament of Thomas H. Callahan, Sr., his widow, Annie E. Callahan, the mother of Thomas H. Callahan, Jr., one of your Orators, and, by a former marriage, mother of Bernard I. Reynolds and Harry C. Reynolds, two of the respondents, possessed herself of the other one third interest and estate in fee simple in and to the real estate mentioned and described in Paragraph 1 of this Bill of Complaint; and upon the death of Annie E. Callahan, and pursuant to the direction contained in said Item 9 of said last will and testament of Annie E. Callahan, deceased, her said sons Bernard I. Reynolds and Harry C. Reynolds, two of the respondents possessed themselves of said undivided one third interest and estate, in fee simple, in and to the real estate mentioned and described in Paragraph 1 of this Bill of Complaint, and since that time have continued in possession and control of same.

7. That your Orator, Thomas H. Callahan, Jr., has only one child, Thomas H. Callahan, Third, one of your Orators, who is an infant of tender years and who resides with him in Queen Anne's County.

8. That your other orator, Martha C. Callahan, is the wife of Thomas H. Callahan, Jr., and the mother of Thomas H. Callahan, Third, and is residing with them in Queen Anne's County.

9. That the property designated as Parcel 2 in Paragraph 1, of this Bill of Complaint, is a dwelling house and lot in the town of Queenstown upon which the taxes and insurance rates are high; that your orators are not able to use same as a home; that it is not always possible, in a town of the size of Queenstown to keep the house tenanted; and that, even when tenanted, the rents arising therefrom are small and barely enough to pay the taxes and insurance; that the property is depreciating in value due to the fact that the rents arising therefrom do not warrant expending sufficient money thereon to keep it in good repair; that the life tenant of the two thirds interest is not getting a reasonably fair return on the investment in the property and is unable to preserve the property for the benefit of the remaindermen.

10. That owing to the character of the property it is not susceptible of division or partition in kind without material loss and injury resulting to the parties to this suit.

11. That your Orators believe and are advised that the value of the two thirds interest in the dwelling house and property described as Parcel 2 in Paragraph 1 of this Bill of Complaint, is about equal to the value of a one sixth interest in the property described as Parcel No. 1 of this Bill of Complaint.  
/in Paragraph 1

12. That your Orators believe and are advised that Harry C. Reynolds, one of the respondents, is willing to make an exchange of the one sixth undivided interest in fee simple which he has in the farm described as Parcel No. 1 in Paragraph 1 of this Bill of Complaint for the two thirds undivided interest which Thomas H. Callahan, Jr., one of your Orators, has for life and which his children will have in remainder in the dwelling house described as Parcel 2 in Paragraph 1 of this Bill of Complaint.

13. That, in the event of such exchange, Thomas H. Callahan, Jr., would have a five sixths undivided interest for life, and his children living at the time of his death would have an undivided five sixths interest in fee simple in remainder, in and to the farm property described as Parcel No. 1 in Paragraph 1 of this Bill of Complaint, and your Orators aver and charge that they are entitled to the interposition of this Honorable Court, and that it is in the interest and advantage of all parties concerned that such aforesaid exchange be made in such a manner as to give Thomas H. Callahan, Jr., a life estate in the one sixth undivided interest in and to the farm described as Parcel 1 in Paragraph 1 of this Bill of Complaint, with remainder to his children in fee simple and to give Harry C. Reynolds an undivided two thirds interest and estate in fee simple in and to the dwelling property described as Parcel 2 in paragraph 1 of this Bill of Complaint; or that the dwelling property be sold and two thirds of the proceeds of sale invested under order of this Court to enure to the benefit of the same parties and in like manner as by said last will and testament of Thomas H. Callahan, Sr., is provided.

14. To the End, Therefore;-

(1) That the exchange of the one sixth undivided interest in fee simple which Harry C. Reynolds has in the farm may be made for the two thirds interest for life with remainder to his children which Thomas H. Callahan, Jr., has in the dwelling property, or

(2) That the said dwelling property mentioned and described as Parcel 2 of Paragraph 1 of this Bill of Complaint may be sold and two thirds of the proceeds of sale invested, under order of this Court, for the benefit of the parties to this suit, according to their respective rights under the aforesaid last will and testament of said Thomas H. Callahan, Sr., deceased.

(3) That your Orators may have such others and further relief as their cause may require.

May it please your Honors to grant unto your Orators the writ of subpoena against the respondents, Harry C. Reynolds and Faith B. Renolds, directed to the Sheriff of Queen Anne's County, and against the respondent, Bernard I. Reynolds, directed to the Sheriff of Baltimore City, commanding them, the said Harry C. Reynolds, Faith B. Reynolds and Bernard I. Reynolds to be and appear in this Court on some certain day to be named therein to answer the premises and to abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Thos. J. Keating, Jr.  
ATTORNEY FOR COMPLAINANTS.

PLAINTIFF'S EXHIBIT A.  
Filed Feb. 18th, 1927.

Queen Anne's County, to wit: Be it remembered that on the First day of March, in the year One Thousand eight hundred and ninety three, the following Deed was brought to be recorded, to wit:-

This Deed, made this Twenty seventh day of February, in the year Eighteen hundred and ninety three, by Robert H. Rhodes and Susan C. Rhodes, his wife, of Queen Anne's County, in the State of Maryland, Witnesseth: that in consideration of the sum of Thirty five hundred dollars and the payment of a Mortgage from Robert H. Rhodes and wife, to Maria G. Horwitz dated June first, eighteen hundred and eighty nine and recorded among the land records of Queen Anne's County, aforesaid, in Liber W. D. No. 3, folios 174 &c., for the sum of Thirty five hundred dollars, with interest thereon from the first day of December, Eighteen hundred and ninety two, the said Robert H. Rhodes and Susan C. Rhodes, his wife, do hereby grant and convey unto Thomas H. Callahan of said County and State, his heirs and assigns: All that farm, tract, or part of a tract of land, called "Tristram" or "Trustram", situated in the Fifth Election District of Queen Anne's County, Maryland, in Wye Neck, adjoining the lands of J. Addison Rhodes, R. C. Forman and Thomas H. Dodd, lying on the public road from Wye Neck to Wye Mills, and contained within the metes and bounds, courses and distances, following, to wit: Beginning at a stone planted on the North side of Williams Branch near the public road and running thence, as follows, with fence binding on Dodds land and said Williams' Branch South fifty one degrees East sixteen perches, with said Branch, South seventy eight degrees East forty eight perches with said branch, North eighty one degrees thirty minutes East, one hundred and fifty two perches to the waters of Mill branch, a tributary of Wye River, thence with the meanderings of the waters of said branch to the boundary fence between this tract and J. Addison Rhodes land, thence with said fence as follows: North seventy five degrees west four perches, North sixty six degrees thirty minutes West two hundred and fifteen and sixty four one hundredth perches, South fifty seven degrees west eighteen and eight tenth perches, South eighty three degrees thirty minutes west twelve and six tenth perches South sixty nine degrees west sixteen perches, South seventy eight degrees thirty minutes west twenty one and thirty six one hundredths perches South three degrees thirty minutes East twenty four and twenty eight one hundredth perches South three degrees thirty minutes west nine and six tenth perches, South six degrees East twenty four perches, South seventeen degrees East ten and eighty four one hundredth perches, South eight degrees thirty minutes west twenty and ninety two one hundredth perches, South thirty five degrees East thirty nine and six tenths perches and South thirty six degrees East eighty six and four one hundredth perches to place of beginning, containing two hundred and ninety acres, and one half of an acre of land, more or less; excepting thereout and therefrom four acres thereof heretofore sold to James and B. Singer, and five acres of the same sold to James Bowser, leaving a net area of two hundred and eighty acres of land, more or less hereby granted and conveyed, and being the same real estate devised to the said Robert H. Rhodes by W. W. Rhodes, late of Queen Annes County, deceased, by his last will and testament duly executed to pass

real estate, admitted to probate by the Orphans Court of Queen Anne's County, and now of record in the office of the Register of Wills for said County, and being the same real estate described in a deed from James E. Reynolds and others to the said Robert H. Rhodes, dated Sixteenth March, Eighteen hundred and eighty nine and recorded among the land records of said Queen Anne's County in Liber W. D. No. 2, folio 534 etc., and being also the same land granted and conveyed to said W. W. Rhodes by deed from Marcia R. Forman, Trustee, dated first september, eighteen hundred and seventy five and recorded among the land records aforesaid in Liber J. W. No. 5, folio 137 &c.,

And the said Robert H. Rhodes covenants that he will warrant generally and specially the property hereby conveyed and will execute such further assurances of title thereto as may be requisite or necessary.

Witness their hands and seals.

Test: John M. Aker.

Robert H. Rhodes (SEAL)

Susan C. Rhodes (SEAL)

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

I HEREBY CERTIFY that on this 27th. day of February, in the year Eighteen hundred and ninety three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Robert H. Rhodes and Susan C. Rhodes, his wife, the above and within named grantors and did each acknowledge the foregoing deed to be their respective act.

John M. Aker, J. P.

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

I hereby certify that the foregoing is truly taken and copied from Liber L. D. #1, folio 317 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 16th. day of February, A. D. 1927.

Seal's Place.

B. Hackett Turner Clerk.

PLAINTIFF'S EXHIBIT  
Filed Feb. 18th, 1927.

#7924. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of August, in the year nineteen hundred and twenty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 22nd. day of July, in the year nineteen hundred and twenty, by Rowland H. Ford and Osceola D. Ford, his wife, of Washington City, in the District of Columbia.

WITNESSETH: That for and in consideration of thirty seven hundred dollars (\$3700.00), the full payment thereof being hereby acknowledged, the said Rowland H. Ford and Osceola D. Ford, his wife, do hereby grant and convey unto Thomas H. Callahan, of Queen Anne's County, in the State of Maryland, his heirs and assigns, in fee simple, all that lot, tract, part of a tract and parcel of land improved by a frame dwelling house, situate, lying and being in Queenstown, in the Fifth Election District of Queen Anne's County aforesaid, being a part of a tract of land formerly known as the "Mitchell Lots", and lying between the two avenues which lead from the public road or street leading from the main portion of said town of Queenstown to the Steamboat landing to the South fork of Queenstown Creek, and known respectively as "Avenue No. 1" and "Avenue No. 2", adjoining on its southwest side the land of "THE VESTRY OF WYE PARISH IN QUEEN ANNE'S COUNTY AND TALBOT COUNTY, MARYLAND", and on its northeast side the land of W. E. Wyatt and Anna V. Wyatt, William Wesley Story and Fannie Elmer Story and the land of others, and described as follows, to wit:

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BEGINNING for the same on "Avenue No. 2" where the lot hereby conveyed corners with the Wyatt Lot and running thence in a northerly direction with the Wyatt Lot and the land of others, twelve perches and two tenths of a perch to "Avenue No. 1", thence with " Avenue No. 1" six and one third perches to where the land hereby conveyed corners with "Avenue No. 1" and the land of "THE VESTRY OF WY PARISH IN QUEEN ANNE'S COUNTY AND TALBOT COUNTY, MARYLAND", thence in a southerly direction along the land of the said "THE VESTRY OF WY PARISH IN QUEEN ANNE'S COUNTY AND TALBOT COUNTY, MARYLAND", twelve perches and two tenths of a perch to "Avenue No. 2", thence with said "Avenue No. 2" six and one third perches in an easterly direction to the Wyatt Lot, the aforesaid place of beginning, containing one rood and thirty eight perches of land, more or less, and being the same land as that conveyed unto said Rowland H. Ford by Madison Brown and Thomas J. Keating, trustees, by deed bearing date the ninth of April, nineteen hundred and fourteen, and recorded in Liber W. F. W. No. 5, folio 65, a land record book for Queen Anne's County aforesaid.

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

UNTO AND TO the proper use and benefit of the said Thomas H. Callahan, his heirs and assigns, forever.

AND the said Rowland H. Ford covenants to warrant specially the property hereby conveyed and to execute such other and further assurances thereof as may be or become requisite or necessary.

Witness our hands and seals.

Witness: Rowland H. Ford (SEAL)  
John J. McGrain. Osceola D. Ford (SEAL)

District of Columbia, Washington City, to wit:

I hereby certify that on this 22d. day of July, in the year nineteen hundred and twenty, before me, the subscriber, a NOTARY PUBLIC of the District of Columbia, in and for the City of Washington, personally appeared Rowland H. Ford and Osceola D. Ford, his wife, and each acknowledged the within and foregoing deed to be their respective act.

In testimony whereof I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

Notary Public Seal.

John J. McGrain Notary Public.

Two two dollar Internal Revenue Stamps, endorsed:

R. H. F. July 22-20.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 5, folio 118 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 of the Circuit Court for Queen Anne's County, this 16th. day of February, A. D. 1927.

Seal's Place.

B. Hackett Turner, Clerk.



PLAINTIFF'S EXHIBIT "C"  
 Filed Feb. 18th, 1927.

I, Thomas H. Callahan, of Queen Anne's County, in the State of Maryland, do make and publish this my last will and testament, in manner and form following, that is to say:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate as follows:

(1) I give and bequeath to St. Peters Roman Catholic Church of Queen Anne's County, Md. the sum of Five Hundred Dollars to be paid within twelve months from the time of my death without interest.

(2) I give and bequeath to St. Joseph's Roman Catholic Church of Talbot County, Md. the sum of Five Hundred Dollars, to be paid within one year from the time of my death without interest.

(3) I give, devise and bequeath to my only son and name sake Thomas H. Callahan, all the real estate of which I die seized and possessed or in any wise entitled to, wheresoever the same be situated or lie, for and during the term of his natural life and no longer, and from and after his death to his children or their descendants living at the time of his death.

(4) I give and bequeath to my name sake and only son Thomas H. Callahan all my personal estate and property of every kind and description absolutely remaining after the payment of my debts and funeral expenses, costs of a proper tomb stone or monument erected at my grave and the costs of administering my personal estate.

(5) If my said son Thomas H. Callahan be not living at the time of my death, and if my said son Thomas H. Callahan shall die leaving no issue living at the time of his death, then and in that event and in such case and from and after the death of my son I give, bequeath and devise all the real estate of which I die seized and possessed or in any way or wise entitled (except my Addison Rhodes Farm, which will be mentioned later on in this paper) to and unto the children of my Brother James A. Callahan, Joseph S. Callahan, John W. Callahan, and my sister Laura J. Kinnamon, in equal portions share and share alike, equally the same amounts and if any niece or nephew be dead and should this clause in my will become effective, the children of the deceased niece or nephew to take the part its parent would have taken if living; to the children of my half-brother Lawrence A. Callahan, I give and bequeath and devise one half of what I have devised to the children of my Brothers James A. Callahan, Joseph S. Callahan, John W. Callahan and my Sister Laura J. Kinnamon, and I mean by this, that if there be ten nieces and nephews of my whole brothers and sisters, and eight nieces and nephews of my half brother and my estate should say for illustration be worth fifty six thousand dollars, I would want the nieces and nephews of my whole brothers and sisters to get Forty Thousand dollars and then divide the nieces and newphews of my half brother in half and give them four parts or sixteen thousand dollars, making fourteen nieces and nephews instead of nieces and newphews instead of eighteen, this is the way that I mean I want it divided.

(7) If my said son Thomas H. Callahan should die without issue as aforesaid, but should leave a widow surviving him, then and in that event I give and bequeath to the widow of my son Thomas H. Callahan the sum of Twenty Five Hundred Dollars to be paid to her within twelve months after the happening of his death without interest.

(8) I make no devise or bequest in this will to my beloved Wife Annie E. Callahan simply because it is my will and desire that she shall take such interest in my estate real and personal as the law give her as my widow and that just as fully as if I had died intestate.

(6) If my son Thomas H. Callahan should die without leaving any children or descendants, then and in that event I give devise and bequeath my farm Known as the "Addison Rhodes Farm" to be sold and after paying the expenses of the sale, to devide the proceeds from the sale of the farm equally between the children of my wife Annie E. Callahan, and in the event that I leave not sufficient personal property to pay my debts and funeral expenses and the costs of a proper Tomb stone or monument to my grave, and the same has to be paid out of my real estate, then this Farm is to bear its proportionate part of said expenses. And after that the balance of the proceeds to go to the said children of my wife Annie E. Callahan.

(10) I constitute and appoint my son Thomas H. Callahan to be the executor of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made and declaring this to be my only true and genuine last will and testament.

In testimony whereof I have hereunto subscribed my name and affixed my seal this Twenty Third day of September, in the year nineteen Hundred and Eighteen.

Thomas H. Callahan (SEAL)

Signed, sealed, published and declared by Thomas H. Callahan the above named Testator, as and for his last Will and Testament in our presence, who, at his request, in his presence and in the presence of each other have signed our names hereto as witnesses.

J. H. C. LEGG

J. LEMUEL ROBERTS

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

On the ninth day of January A. D. 1923, came J. Lemuel Roberts, Cashier of the Queen Anne's National Bank of Md., Custodian of the within and foregoing instrument of writing purporting to be the last Will and Testament of Thomas H. Callahan 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 Safe deposit box #10 of Queen Anne's Bank of Md., on or about the 23rd day of September, A. D. 1918.

Sworn before

Wm. T. Bishop.

Register of Wills for Queen  
Anne's County, Md.

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

On the ninth day of January, 1923, came J. Lemuel Roberts and J. H. C. Legg subscribing witnesses to the foregoing last Will and Testament of Thomas H. Callahan, late of Queen Anne's County, deceased, and made oath in due form of law that they did see the Testator sign and seal said Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding and that they subscribed their names as witnesses to said Will, at his request, in his presence and in the presence of each other.

Sworn in open court

William T. Bishop

Register of Wills for Queen  
Anne's County, Md.

STATE OF MARYLAND, ACT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last will and Testament of Thomas H. Callahan, 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 ninth day of January A. D. 1923, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Thomas H. Callahan, 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 the last Will and Testament of Thomas H. Callahan, with probates thereto attached, late of Queen Anne's County, deceased, as filed and passed in this office on January 9, 1923 and recorded in Liber W. T. B. No. 1 Folio 304-6 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 18th day of February 1927.

Seal's  
Place.

Wm. T. Bishop  
Register of Wills for Queen Anne's  
County, Maryland.

PLAINTIFF'S EXHIBIT "D".  
Filed Feb. 18th, 1927.

I, Annie E. Callahan, 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 grand-daughter, Anne E. Reynolds, the sum of Five Hundred Dollars (\$500.00). It is my will and I hereby direct that the income accruing and arising from the said sum of Five Hundred Dollars be permitted to accumulate until the said Anne E. Reynolds shall arrive at the age of eighteen years. Upon the arrival of the said Anne E. Reynolds at the age of eighteen years, I hereby direct that the Guardian of the said Anne E. Reynolds to be appointed by the Court shall pay over to the said Anne E. Reynolds the said sum of Five Hundred Dollars (\$500.00) and also the said income therefrom which has accumulated up to that time.

ITEM TWO. I do hereby give and bequeath to my grand-daughter, Mary Lucretia Reynolds, the sum of Five Hundred Dollars (\$500.00). It is my will and I hereby direct that the income accruing and arising from the said sum of Five Hundred Dollars be permitted to accumulate until the said Mary Lucretia Reynolds shall arrive at the age of eighteen years. Upon the arrival of the said Mary Lucretia Reynolds at the age of eighteen years, I hereby direct that the Guardian of the said Mary Lucretia Reynolds, to be appointed by the Court shall pay over to the said Mary Lucretia Reynolds the said sum of Five Hundred Dollars (\$500.00) and also all the said income therefrom which has accumulated up to that time.

ITEM THREE. I do hereby give and bequeath to my daughter Mary T. Murphy, the sum of Five Hundred Dollars (\$500.00), absolutely.

ITEM FOUR. I do hereby give and bequeath to my daughter, Martha W. Friel, the sum of Five Hundred Dollars (\$500.00) absolutely.

ITEM FIVE. I do hereby give and devise to Thomas H. Callahan, Junior, my son by my second husband, in fee simple, all my undivided one-third interest and estate of, in and to the tract of land or farm known as "clover-fields" or the Forman Farm" situate, lying and being at or near Forman's Landing in the Fifth Election District of Queen Anne's County, State of Maryland.

ITEM SIX. I do hereby give and devise to my said son, Thomas H. Callahan, Junior, in fee simple, all my undivided one-third interest and estate of, in and to the lot of land improved by a garage building and known as the "Garage Property", situate lying and being in the town of Queenstown, in Queen Anne's County, State of Maryland, on the right or north side of the street or road leading from Centreville through said town of Queenstown to Kent Island, and adjoining the property of The Queenstown Bank of Maryland.



ITEM SEVEN. I do hereby give and bequeath to my said son, Thomas H. Callahan, Junior, the sum of Five Hundred Dollars (\$500.00), absolutely.

ITEM EIGHT. I do hereby give and devise to my daughters, Loreta Graham, Mary T. Murphy and Martha W. Friel, as tenants in common, in fee simple, my tract of land or farm known as "The Hasset Farm" and my tract of land or farm known as "The Richardson Farm", which said two tracts of land or farms now constitute and are cultivated and farmed as one farm and are now in the tenancy of Howard Anthony, and which said two tracts of land or farms are situate on the public road leading from Wye Mills to Queen Anne, the said tract of land known as "The Hasset Farm", being situate partly in Talbot County, State of Maryland, and partly in Queen Anne's County, State of Maryland, and the said tract of land known as "The Richardson Farm" being situate in Queen Anne's County aforesaid.

ITEM NINE. 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 give, devise and bequeath to Bernard I. Reynolds and Harry C. Reynolds, my sons by my first husband, as tenants in common, absolutely and in fee simple.

ITEM TEN. I do hereby constitute and appoint my son, Bernard I. Reynolds to be the Executor of this my last will and testament, hereby revoking all other wills and testaments heretofore made by me.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this twenty first day of October, in the year nineteen hundred and twenty-four;-

Annie E. Callahan (SEAL)

Signed, sealed, published and declared by Annie E. Callahan 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 thereto;-

Charles S. Roeth

F. H. Semmler

I, Annie E. Callahan, of Queen Anne's County, in the State of Maryland, having heretofore made my last will and testament bearing date the twenty-first day of October, in the year nineteen hundred and twenty four, which said last will and testament I desire to alter as hereinafter expressed, now, therefore, I do make, publish and declare this to be a Codicil to my said last will and testament, in manner following, that is to say:

ITEM ONE. I do hereby constitute and appoint my brother, J. Louis Rhodes, to be Co-Executor of my said last will and testament along with my son, Bernard I. Reynolds, whom I have heretofore in my said last will and testament constituted and appointed Executor thereof, it being my will and desire that my said brother, J. Louis Rhodes, and my said son, Bernard I. Reynolds, shall be and they are hereby constituted and appointed the Executors of my said last will and testament.

ITEM TWO. I do hereby ratify and confirm my said last will and testament bearing date the twenty first day of October, in the year nineteen hundred and twenty four, in all respects except as herein altered or modified by this Codicil.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Seal, this first day of November in the year nineteen hundred and twenty-four;-

Annie E. Callahan (SEAL)

Signed, sealed, published and declared by the above named testatrix, Annie E. Callahan, as and for a Codicil to her last will and testament bearing date the twenty first day of October, in the year nineteen hundred and twenty-four, 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 thereto;

F. H. Semmler

John S. Holland

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

On this eleventh day of November, nineteen hundred and twenty four, came J. Frank Harper, the custodian of the within and foregoing instruments of writing, one purporting to be the last will and testament of Annie E. Callahan, late of Queen Anne's County, State of Maryland, deceased, and the other purporting to be a codicil made by the said Annie E. Callahan to her said last will and testament, and he did make oath in due form of law that he does not know of any other will of the said Annie E. Callahan other than the foregoing last will and testament made by the said Annie E. Callahan and dated on the 21st day of October, nineteen hundred and twenty four, and that he does not know of any other codicil made by the said Annie E. Callahan to her said last will and testament other than the said foregoing codicil to the said last will and testament attached and dated on the first day of November nineteen hundred and twenty four, and that he received the said foregoing last will and testament from the hand of the said testatrix, Annie E. Callahan, on the twenty first day of October, nineteen hundred and twenty four, and that he received the said foregoing codicil to said last will and testament from the hand of the said testatrix, Annie E. Callahan, on the first day of November, nineteen hundred and twenty four.

Sworn before.

William T. Bishop

Register of Wills for Queen Anne's  
County, Maryland.

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

On the nineteenth day of November 1924 came Charles S. Roeth and F. H. Semmler of Baltimore City, State of Maryland, subscribing witnesses to the foregoing last will and Testament of Annie E. Callahan 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 apprehension of sound and disposing mind, memory and understanding and that they subscribed their names as witnesses to said Will, at her request in her presence and in the presence of each other.

William T. Bishop

Register of Wills for Queen Anne's  
County, Md.

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

On the nineteenth day of November 1924, came F. H. Semmler and John S. Holland of Baltimore City subscribing witnesses to the foregoing Codicil to the last Will and Testament of Annie E. Callahan, 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 Codicil, that they heard her publish, pronounce and declare the same to be a Codicil to her last Will and Testament, and that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory and understanding and that they subscribed their names as witnesses to said Codicil, at her request, in her presence and in the presence of each other.

William T. Bishop

Register of Wills for Queen Anne's  
County, Md.

STATE OF MARYLAND, SCT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of Annie E. Callahan, late of Queen Anne's County, deceased, together with a Codicil thereto attached 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 Register of Wills after having examined the said Instruments of Writing and also the evidence adduced as to its validity, orders and decrees this twenty fourth day of November A. D. 1924, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Annie E. Callahan, deceased.

William T. Bishop  
Register of Wills 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 Annie E. Callahan, together with a Codicil and probates attached, late of Queen Anne's County, deceased, as filed and passed in this office on November 24th, 1924, and recorded in Liber W. T. B. No. 2 Folio 109 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 18th day of February 1927

Seal's  
Place.

William T. Bishop  
Register of Wills for Queen Anne's County,  
Maryland.

CONSENT TO USE OF NAME  
AS NEXT FRIEND.  
Filed Feb. 18th, 1927.

Thomas H. Callahan, Jr.,  
Martha C. Callahan,  
Thomas H. Callahan, 3rd., infant,  
by Martha C. Callahan, his  
prochaine ami.

vs

Harry C. Reynolds,  
Faith B. Reynolds,  
Bernard I. Reynolds.

In the Circuit Court  
for Queen Annes County,  
in Equity.

Chancery #2688.

I, the undersigned, Martha C. Callahan, do hereby consent to the use of my name in the above entitled suit as next friend to Thomas H. Callahan 3rd.

Martha C. Callahan.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER.  
Filed Feb. 28th, 1927.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's  
Place.

Harry C. Reynolds and  
Faith B. Reynolds.

## 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 Thomas H. Callahan Jr. 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 January, 1927.  
Issued the 18th. day of February in the year 1927.

B. Hackett Turner Clerk.

Thomas J. Keating, Jr.

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 March next, being the Return Day.

B. Hackett Turner Clerk.

True Copy;

TEST:

B. Hackett Turner Clerk.

And on the back of the foregoing subpoena was written:

Served by reading the within writ to the defendants Harry C. Reynolds & Faith B. Reynolds & leaving copy with each of them.

Feb. 28, 1927.

Frank Y. Whiteley

Sheriff.

Subpoena for respondent to  
appear and answer.  
Filed Feb. 22nd. 1927.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Bernard I. Reynolds.

Seal's  
Place.

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of March next, to answer the complaint of Thomas H. Callahan Jr. 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 January, 1927  
Issued 18th. day of February, in the year 1927.

B. Hackett Turner Clerk.

Thomas J. Keating, Jr.

Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of March next, being the Return Day.

B. HACKETT TURNER Clerk..

And on the back of the foregoing subpoena was written:

Summoned and a copy of the Process left with the defendant.

John E. Potee

(Joyce)

Sheriff

2/24/27

Fees \$0.80

Filed Feb. 22nd, 1927.

ANSWER OF HARRY C. REYNOLDS, FAITH B. REYNOLDS AND BERNARD I. REYNOLDS. Filed March 5th, 1927.

Thomas H. Callahan Jr.  
Martha C. Callahan  
Thomas H. Callahan 3rd,  
infant, by his prochaine ami,  
Martha C. Callahan.  
plaintiffs.

vs.

Harry C. Reynolds,  
Faith B. Reynolds,  
Bernard I. Reynolds.  
defendants.

In the Circuit Court for  
Queen Annes County, in

Equity.

Chancery #

To the Honorable, the Judges of said Court:-

The answer of Harry C. Reynolds, Faith B. Reynolds and Bernard I. Reynolds, defendants in this cause, respectfully shows unto your Honors that:

These respondents admit all of the allegations in the Bill of Complaint and ask that a decree be passed as prayed.

Harry C. Reynolds

Faith B. Reynolds

Bernard I. Reynolds

DEFENDANTS.

PETITION FOR THE TAKING OF TESTIMONY AND THE APPOINTMENT OF A SPECIAL EXAMINER.

Filed March 5th, 1927.

Thomas H. Callahan Jr.  
Martha C. Callahan  
Thomas H. Callahan 3rd.,  
infant, by his prochaine ami,  
Martha C. Callahan,  
plaintiffs.

vs.

Harry C. Reynolds  
Faith B. Reynolds  
Bernard I. Reynolds.  
defendants.

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In the Circuit Court  
for Queen Annes County,  
in Equity.

Chancery #

To the Honorable, the Judges of said Court:

The petition of Thomas H. Callahan Jr., Martha C. Callahan, and Thomas H. Callahan 3rd., by Martha C. Callahan, his prochaine ami, respectfully shows unto your Honors:

That answers have been filed in this cause by the respondents wherein they admit all of the allegations in the Bill of Complaint and ask that a decree be passed as prayed.

That these complainants desire that testimony be taken in support of the allegations in the Bill of Complaint.

Your petitioners therefore pray your Honors:

1. To appoint a special examiner in Chancery to take testimony in this cause;

2. And to refer the cause to such examiner as shall be appointed for the purpose of taking testimony and to return same to this Honorable Court for the passing of a decree.

Thomas J. Keating, Jr.  
Attorney for petitioners.

Upon the foregoing petition, it is, this 5th day of March in the year nineteen hundred and twenty-seven, by the Circuit Court for Queen Annes County, in Equity, ordered that this cause be referred to the examiner for the taking of testimony and that H. B. W. Mitchell be and he is hereby appointed special examiner for the purpose of taking same.

Thomas J. Keating

DEPOSITIONS.  
Filed March 22nd, 1927.

Thomas H. Callahan, Jr.,  
Martha C. Callahan,  
Thomas H. Callahan, 3rd.,  
infant, by his prochaine  
ami, Martha C. Callahan,  
                    plaintiffs.

vs.

Harry C. Reynolds,  
Faith B. Reynolds,  
Bernard I. Reynolds,  
                    defendants.

In the Circuit Court

for

Queen Anne's County, in Equity.

No. 2688.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled cause being at issue, and the subscriber, a Special Examiner, for this Honorable Court, appointed by this Honorable Court by its order passed March fifth, nineteen hundred and twenty seven, in said cause and filed in said cause on the same day; to take testimony in the in the said above entitled cause, did attend at the law office of Thomas J. Keating, Junior, in the town of Centreville, Queen Anne's County, Maryland, on the eighth day of March, nineteen hundred and twenty seven, at the hour of two o'clock, p. m., plaintiffs, appearing by Thomas J. Keating, Junior, their solicitor, and proceeded to take the following testimony, to wit:

J. Louis Rhodes, first witness of lawful age produced on the part of the plaintiff, being duly sworn and examined, deposes and says:

Int. 1. State your name, age, residence and occupation.

Ans. J. Louis Rhodes, sixty six years old, retired farmer, Queenstown, Maryland.

Int. 2. Mr. Rhodes, are you acquainted with the parties to this suit?

H36812

Ans. Yes sir.

Int. 3. All of them?

Ans. Yes sir.

Int. 4. Did you know the late Thomas H. Callahan during his life time?

Ans. Yes sir.

Int. 5. Is he living or dead?

Ans. Dead.

Int. 6. When and where did he die?

Ans. He died in Baltimore, January 1st., 1923.

Int. 7. Did he leave a last will and testament?

Ans. Yes sir.

The plaintiff offered a certified copy of the last will and testament of Thomas H. Callahan, Senior, deceased, filed and marked Examiner's Exhibit "A".

Int. 8. Can you identify that as a certified copy of his will?

Ans. Yes sir, I think so.

Int. 9. Was he married?

Ans. Yes sir.

Int. 10. To whom?

Ans. Annie E. Reynolds.

Int. 11. Is his widow living?

Ans. She is dead.

Int. 12. When and where did she die?

Ans. She died in Baltimore, November 21st., 1924.

Int. 13. Did she leave a last will and testament?

Ans. Yes sir.

The plaintiff offered a certified copy of the last will and testament of Annie E. Callahan, deceased, filed and marked Examiner's Exhibit "B".

Int. 14. Can you identify this as a copy of her last will and testament?

Ans. Yes, this is a copy of it.

Int. 15. What children or descendants did Thomas H. Callahan, Senior, leave surviving him?

Ans. He had one son, Thomas H. Callahan, Junior.

Int. 16. What is his age.

Ans. 30.

Int. 17. Residence?

Ans. Queen Anne's County, Fifth Election District.

Int. 18. What children and descendants did Annie E. Callahan leave surviving her and what are their ages?

Ans. Harry C. Reynolds, 45, Bernard I. Reynolds, 42, Thomas H. Callahan, Junior, 30, Martha W. Friel, 48, Mae Murphy 35 and Rita Graham, 38.

Int. 19. Do you know a piece of property in Queenstown known as the Dr. Ford Residence, mentioned in these proceedings?

Ans. Yes, sir.

A certified copy of the deed from Dr. Ford and his wife, to Thomas H. Callahan was then offered in evidence and marked Examiner's Exhibit "C".

Int. 20,

Can you identify this certified copy of a deed as a deed for this piece of property?

Ans.

Yes, I think that is what he paid for it.

Int. 21.

And do you know the other piece of property mentioned in these proceedings known as the Robert Rhodes Farm?

Ans.

Yes, sir.

Certified copy of deed from Robert Rhodes and wife, to Thomas H. Callahan was offered in evidence and marked Examiner's Exhibit "D".

Int. 22.

Can you identify this copy of deed as a deed for that property?

Ans.

Yes sir.

Int. 23.

Now will you describe the first mentioned piece of property?

Ans.

It is a frame dwelling house opposite the Schelberg property and located in Queenstown, in the Fifth Election District of Queen Anne's County, now occupied by Harry C. Reynolds, containing one rood and thirty eight perches of land.

Int. 24.

What is the value of this property in your opinion?

Ans.

What do you mean, at private sale or public sale? The property is some what depreciated and I don't think it is in as good condition now as it was when Mr. Callahan bought it. It is worth approximately \$3000.

Int. 25.

Do you think the property could be divided without material loss or injury to the parties mentioned in this suit?

Ans.

No, I don't think so. It couldn't be very well divided.

Int. 26.

Do you think it would be to the advantage of the parties to this suit to make a sale and distribute the proceeds.

Ans.

Yes sir.

Int. 27.

What reason have you for your opinion?

Ans.

If the property were divided into as many lots as there are interests, the lots would be very small and there could only be one lot having a building on it, which would make the value of that out of all proportion to the value of any other lot.

Int. 28.

What in your opinion is the value of the second mentioned property, that is, the Robert Rhodes Farm?

Ans.

Somewhere around \$14000 or \$15000.

Int. 29.

How many children has Thomas H. Callahan, Junior.

Ans.

Only one.

Int. 30.

What is his age?

Ans.

Two years old, and named Thomas H. Callahan, Third.

Int. 31.

Do you know the interest which Thomas H. Callahan, Third, has in each of these two pieces of property?

Ans.

He has two-thirds interest in it in case of the death of his father, as I understand the will.

Int. 32.

Do you know the interest which Harry C. Reynolds has in the Robert Rhodes Farm?

Ans.

He has one sixth interest, in fee simple.

Int. 33.

Would it be to the advantage of Thomas H. Callahan, Third, to exchange the undivided two-thirds interest in remainder which he has in the dwelling property in Queenstown for an undivided one sixth interest in remainder in the Robert Rhodes Farm?

Ans..

Yes, sir, I think it would be to his advantage.



- Int. 34. Would it be to the interest of Thomas H. Callahan, Junior, to exchange his life estate in two-thirds of the dwelling property for a life estate in one-sixth of the Robert Rhodes Farm?
- Ans. Yes, I think so.
- Int. 35. What is your reason?
- Ans. Such an exchange would concentrate several interests in each property in the same person.
- Int. 36. In the event that the dwelling property was sold, would the proceeds reinvested produce more revenue than the property now does?
- Ans. Well, I believe it would, for the reason that one cannot always keep property rented in Queenstown.
- Examiner's special.
- I do not.

JOHN L. RHODES.

John E. Kinnamon, the next witness of lawful age, produced on the part of the plaintiff, being duly sworn and examined, deposes and says:

- Int. 1. State your name, age, residence and occupation?
- Ans. John E. Kinnamon, 44, Wye Mills, Talbot County, Maryland, Merchant.
- Int. 2. Are you acquainted with the parties to this suit?
- Ans. Yes.
- Int. 3. All of them?
- Ans. Yes.
- Int. 4. Did you know the late Thomas H. Callahan during his life time?
- Ans. I did.
- Int. 5. Is he living or dead?
- Ans. Dead.
- Int. 6. When and where did he die?
- Ans. January 1st., 1923, in Baltimore.
- Int. 7. Did he leave a last will and testament?
- Ans. He did.
- Int. 8. I now hand you certified copy of last will and testament of Thomas H. Callahan, Senior, and marked Examiner's Exhibit "A" and ask if the property mentioned in these proceedings passed under it?
- Ans. Yes sir.
- Int. 9. Was he married?
- Ans. He was.
- Int. 10. To whom?
- Ans. Annie E. Reynolds.
- Int. 11. Is his widow living?
- Ans. No sir.
- Int. 12. When and where did she die?
- Ans. She died November 21st., 1924, in Baltimore.
- Int. 13. Did she leave a last will and testament?
- Ans. Yes sir.

- Int. 14. I now hand you certified copy of last will and testament of Annie E. Callahan, deceased, and marked Examiner's Exhibit "E" and ask if the property mentioned in these proceedings passed under it?
- Ans. Yes sir.
- Int. 15. What children or descendants did Thomas H. Callahan leave surviving him?
- Ans. Thomas H. Callahan, Junior.
- Int. 16. What is his age?
- Ans. 30.
- Int. 17. Residence?
- Ans. Fifth Election District of Queen Anne's County.
- Int. 18. What children and descendants did Annie E. Callahan leave surviving her and what are their ages?
- Ans. Harry C. Reynolds, 45, Bernard I. Reynolds, 42, Thomas H. Callahan, Junior, 30, Martha W. Friel, 48, Mae Murphy, 35 and Rita Graham, 38.
- Int. 19. Do you know a piece of property in Queenstown known as the Dr. Ford Residence mentioned in these proceedings?
- Ans. I do.
- Int. 20. I hand you certified copy of deed marked Examiner's Exhibit "C" from Dr. Ford and wife to Thomas H. Callahan, Senior, and ask you if this deed conveys the property mentioned?
- Ans. Yes sir.
- Int. 21. And do you know the other piece of property mentioned in these proceedings known as the Robert Rhodes Farm.
- Ans. I do.
- Int. 22. I hand you certified copy of the deed from Robert Rhodes and wife to Thomas H. Callahan, Senior, and marked Examiner's Exhibit "D" and ask if it conveys the property mentioned?
- Ans. Yes sir.
- Int. 23. Now will you describe the first mentioned piece of property, that is dwelling?
- Ans. Located in Queenstown, opposite the Schelberg property, in the Fifth Election District of Queen Anne's County and containing one rood and thirty eight perches of land.
- Int. 24. What is the value of this property in your opinion?
- Ans. That would all depend I guess. It is not in as good condition as it was when it was bought. It is worth about \$3000.
- Int. 25. Do you think that the property could be divided without material loss or injury to the parties mentioned in this suit?
- Ans. No.
- Int. 26. Do you think it would be to the advantage of the parties to the suit to make a sale and distribute the proceeds?
- Ans. Yes sir.
- Int. 27. What reason have you for your opinion?
- Ans. Because so many have interests in this piece of property and there being only one house and the lot being small, any lot carved out of the whole would be necessarily small in value as compared with a lot upon which the house might stand.
- Int. 28. What in your opinion is the value of the second mentioned property, that is the Robert Rhodes Farm?
- Ans. \$14000 or \$15000.

- Int. 29. How many children has Thomas H. Callahan, Junior?  
 Ans. One.
- Int. 30. And what is his age?  
 Ans. Two years old.
- Int. 31. Do you know the interest which Thomas H. Callahan Third has in each of these two pieces of property?  
 Ans. Two-thirds interest in remainder after his father's death.
- Int. 32. Do you know the interest which Harry C. Reynolds has in the Robert Rhodes Farm?  
 Ans. On sixth interest.
- Int. 33. Would it be to the advantage of Thomas H. Callahan, Third, to exchange the undivided two-thirds interest in remainder which he has in the dwelling property in Queenstown for an undivided one sixth interest in remainder in the Robert Rhodes Farm?  
 Ans. Yes.
- Int. 34. Would it be to the advantage of Thomas H. Callahan, Junior, to exchange his life estate in two-thirds of the dwelling property for a life estate in one sixth of the Robert Rhodes Farm?  
 Ans. I think so.
- Int. 35. What is your reason.  
 Ans. Such an exchange would concentrate several interests in each property in the same person and thus leave the management and control of each of the several pieces of property more nearly in one person.
- Int. 36. In the event that the dwelling property was sold would the proceeds reinvested produce more revenue than the property now does?  
 Ans. I think so.
- Int. 37. Do you know who manages the Robert Rhodes Farm now?  
 Ans. Yes, Thomas H. Callahan, Junior.  
 Examiner's Special.  
 No.

JOHN E. KINNAMON.

Thomas H. Callahan, Junior, next witness of lawful age produced on the part of the plaintiff, being duly sworn and examined, deposes and says:

- Int. 1. What is your name?  
 Ans. Thomas H. Callahan, Junior.
- Int. 2. Are you one of the plaintiffs in these proceedings?  
 Ans. I am.
- Int. 3. Have you had any regular income in the way of rent from the dwelling property mentioned and described in these proceedings as the Dr. Ford property?  
 Ans. No.
- Int. 4. Do you manage the Robert Rhodes Farm?  
 Ans. I do.
- Int. 5. Would the exchange of your interest in the dwelling property for an addition one sixth interest in the Robert Rhodes Farm enable you to manage your affairs concerning them more easily and conserve the interest which your children may have at your death to better advantage?

Ans. Yes.

Int. 6. State your reason.

Ans. The property in Queenstown as it pays no revenue doesn't justify me to put any improvements on it. Should this condition exist over a number of years the property will be practically of no value. As the farm is paying a revenue I can improve and keep the property salable over a number of years.

Examiner's Special.

No.

THOMAS H. CALLAHAN, JR.

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Special Examiner respectfully makes his return and certifies that he was engaged as such Special Examiner two days and examined three witnesses, making the costs chargeable to the plaintiffs,

H. B. W. Mitchell, Special Examiner-----	\$8.00
J. Louis Rhodes,-----	.75
Thomas H. Callahan,-----	.00
John E. Kinnamon,-----	.75
	\$9.50

H. B. W. MITCHELL  
SPECIAL EXAMINER.

The Exhibits referred to in the above testimony and returned as a part thereof will be found recorded in these proceedings just following the Bill of Complaint.

DECREE FOR EXCHANGE  
Filed Apr. 16th, 1927.

Thomas H. Callahan, Jr.  
Martha C. Callahan,  
Thomas H. Callahan, 3rd., infant,  
by his prochaine ami, Martha C.  
Callahan.  
                    plaintiffs.

vs.

Harry C. Reynolds,  
Faith B. Reynolds,  
Bernard I. Reynolds,  
                    defendants.

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

Chancery #2688.

The above cause standing ready for hearing, and being submitted without argument, and the proceedings being read and considered:-

It is thereupon, this ninth day of April in the year nineteen hundred and twenty-seven, by the Circuit Court for Queen Annes County, in Equity, and by the authority thereof, ORDERED, ADJUDGED and DECREED: that the one sixth interest in fee simple which Harry Reynolds owns in the real estate mentioned and described as Parcel No. 1. in the Bill of Complaint in these proceedings be exchanged for the two thirds interest which Thomas H. Callahan Jr. has for life and which his children will have in remainder at his death in the real estate mentioned and described as Parcel No. 2 in the Bill of Complaint in these proceedings, and the manner of such exchange shall be as follows:

Thomas J. Keating Jr., of Queen Annes County, be and he is hereby appointed Trustee to make such exchange and he shall proceed to make such exchange in the following manner: he shall execute a good and sufficient deed, acknowledged according to law conveying unto Thomas H. Callahan, jr., for life, with remainder at his death to his children, all the right, title, interest and estate which Harry Reynolds has in and to an undivided one-sixth interest, in fee simple, in and to the "Robert Rhodes Farm", described as Parcel No. 1. in these proceedings, and shall have said deed recorded according to law.

He shall then execute a good and sufficient deed, acknowledged according to law, conveying unto Harry Reynolds, in fee simple, all the right, title, interest and estate which Thomas H. Callahan Jr. has for life and which his children will have in remainder at his death, in and to an undivided two thirds interest and estate in the real estate described as Parcel No. 2. in these proceedings, same being the dwelling property in the town of Queenstown, Queen Anne's County, and shall have said deed recorded according to law. And as soon as may be convenient after such exchange has been made, the said Trustee shall return a full and particular report thereof and of his proceedings relative to such exchange, with an annexed affidavit of the truth thereof, for the purpose of obtaining the Court's ratification of said exchange.

W. H. ADKINS.

REPORT OF EXCHANGE OF PROPERTY  
Filed July 24, 1941

THOMAS H. CALLAHAN, JR.,  
et al,

versus

HARRY C. REYNOLDS, et al

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IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Chancery #2688

TO THE HONORABLE, the Judges of said Court:

THE REPORT OF EXCHANGE OF REAL ESTATE, made in this Cause by Thomas J. Keating, Jr., Trustee, respectfully shows unto your Honors:

THAT, in accordance with a Decree of this Honorable Court passed in this Cause on April 9, 1927, your Trustee, pursuant to the powers conferred upon him by said Decree, did proceed to make, execute, acknowledge, and record, agreeable to law, a Deed of Conveyance, which said Deed bears date the 29th day of May, 1928, and is recorded in Liber B H T #8, at folio 136, conveying unto Thomas H. Callahan, Jr., for and during the term of his natural life and no longer, and from and after his death to his children or their descendants living at the time of his death, the 1/6 undivided interest, in fee simple, of Harry C. Reynolds in and to the farm known as "The Robert Rhodes Farm", described as Parcel No. 1, in these Proceedings.

AND your Trustee did make, execute, acknowledge and record, a Deed of Conveyance, agreeable to law, bearing date the 29th day of May, 1928, recorded in Liber B H T #8, folio 137, conveying unto Harry C. Reynolds, in fee simple, all of the right, title, interest and estate which Thomas H. Callahan, Jr., had for life, and which his children had in remainder at his death, in and to an undivided 2/3 interest and estate in the real estate described as Parcel No. 2 in these proceedings, same being the dwelling property in the Town of Queenstown, Queen Anne's County, Maryland.

AND having made, executed, acknowledged and recorded the aforesaid Deeds, agreeable to law, and in accordance with the Decree aforesaid, your Trustee files this Report thereof with the annexed Affidavit of the truth thereof, and prays that this Honorable Court may finally ratify said exchange and this Report.

Respectfully submitted,

THOS. J. KEATING JR.  
TRUSTEE

Filed July 24, 1941.

STATE OF MARYLAND,  
QUEEN ANNE'S COUNTY,

to wit:

THIS IS TO CERTIFY that on this 24th day of July, 1941, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Trustee, and made oath in due form of law that the

matters and things set forth in the foregoing Report of Exchange are true as therein set forth to the best of his knowledge and belief.

A. SYDNEY GADD, JR.  
CLERK OF THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY.

Filed July 24, 1941.

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 25th day of July, 1941, that the exchange of the real estate made and reported in this Cause by Thomas J. Keating, Jr., Trustee, and the execution of the Deeds referred to therein, be and the same are hereby ratified and confirmed.

THOS. J. KEATING

Filed July 25, 1941



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Cause No. 2699.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of April, in the year nineteen hundred and twenty seven, the following Order to Docket Suit was brought to be recorded, to wit:-

J. H. C. Legg, Assignee,

In The Circuit Court

Vs.

for

Edward K. Everett  
Anna L. Everett, his wife,  
Mortgagors.

Queen Anne's County, In  
Equity, Cause NO.

To Mr. B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, In Equity:

Mr. Clerk:.

Docket the above entitled Case on your Chancery Docket, enter the appearance of J. H. C. Legg, as Solicitor for the Assignee, make out and file in the proceedings in this Case a Certified Copy of the Mortgage from Edward K. Everett and Anna L. Everett, his wife, to The Sudlersville Bank of Maryland, bearing date the 5th. day of April, in the year, 1917 and Recorded in Liber W. F. W. No. 10 folio 325 etc., one of the Land Record Books for Queen Anne's County, Maryland, together with the Assignment thereon.

J. H. C. Legg  
Solicitor for the Assignee.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENT.  
Filed Apr. 28th, 1927.

#9535. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty second day of May, in the year nineteen hundred and seventeen, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this Fifth day of April, in the year nineteen hundred and seventeen, by Edward K. Everett and Anna L. Everett, his wife, of Queen Annes County, in the State of Maryland.

WHEREAS, the body corporate, The Sudlersville Bank of Maryland, has loaned and advanced unto the said Edward K. Everett and the said Anna L. Everett, his wife, the full sum of Sixteen hundred and Sixty Dollars, for which said sum the said Edward K. Everett and the said Anna L. Everett have drawn and passed unto the said body corporate their joint and several promissory note bearing even date herewith and payable to said body corporate at its banking house in the town of Sudlersville, Queen Annes County aforesaid, six months after the date thereof;

And whereas, as a condition precedent to the making of the said loan, it was agreed that this mortgage should be executed to secure the payment of said loan and all interest to accrue thereon, as represented by the aforesaid promissory note and all renewals thereof, including renewals of renewal notes, in part or as a whole, the acceptance of renewal and part renewal notes to be at the option of the body corporate.

Now, therefore, this mortgage witnesseth,  
That in consideration of the premises and of the sum of one dollar, the receipt of which is hereby acknowledged, the said Edward K. Everett and Anna L. Everett, his wife, do hereby grant and convey unto the said body corporate, the Sudlersville Bank of Maryland, its successors and assigns, in fee simple, the following real estate, to wit:-

Tract #1. All that tract of land or farm, known as "Long Delay", or "Behen Tract", situate, in the first election district of Queen Annes County, Maryland, on the left side of the public road leading from Anderson's Corner to Templeville, adjoining what was formerly the Lawrence Everett land, and others, containing one hundred acres of land, more or less, conveyed to John E. Everett by B. Palmer Keating, Trustee, by deed dated November 30th. 1881, and recorded in Liber S. C. D. No. 1, folios 30 &c., a land record book for Queen Annes County, Mary-

land, and by the said John E. Everett devised to the said Edward K. Everett by his last will and testament now of record in the office of the Register of Wills for said Queen Annes County.

Tract #2. All that tract of land or farm known as "The Loller Farm" or "Wrights Forest", situate in the First Election District of Queen Anne's County aforesaid, adjoining what was formerly the land of Hiram Goodhand, John Daily and others, containing seventy two acres of land, more or less, conveyed to John E. Everett by James D. Loller by deed dated the 22nd. day of April, 1878, and recorded in Liber J. W. #8, folios 289 &c., a land record book aforesaid and by said John E. Everett devised to the said Edward K. Everett.

Tract #3. All that tract or parcel of land situate in the first election district of Queen Annes County aforesaid, on the right side of the public road leading from Sudlersville to Anderson's Corner, adjoining the J. E. Everett home farm, now the Hawkins Eyerett property, containing forty acres of land, more or less, conveyed to the said Edward K. Everett by deed from Madison Brown, Trustee, dated December 27, 1915, and recorded in Liber W. F. W. #8, folios 260 &c., a land record book as aforesaid.

Tract #4. All that parcel or tract of land known as the "Hamm Lot " or "Chase Lot", situate in the first election district of Queen Annes County aforesaid, on the South side of the public road leading from Templeville to Peter's Corner, adjoining the William Thomas Starkey land, containing twenty one acres of land, more or less, conveyed to the said Anna L. Everett by Harvey Cooper, Attorney in Fact, for James S. Dailey and others by deed dated March 25, 1912, and recorded in Liber W. F. W. #5, folios 529 &c., a land record book as aforesaid.

Tract #5. All that parcel or lot of woodland, being a part of "Wright's Forest" or "Hope", situate in the first election district of Queen Anne's County aforesaid, adjoining what was formerly the J. E. Everett land &c. containing thirty five acres of land, more or less, conveyed to the said Edward K. Everett by Elva D. Rolph and others by deed dated April 4th. 1917, and intended to be recorded among the aforesaid land record books for Queen Annes county preceeding the recording of this mortgage.

Tract #6. All that parcel or tract of land situate in the first election district of Queen Annes County aforesaid, on the right side of the public road leading from Anderson's Corner to Hartley, Delaware, adjoining the Hart lands and the lands of W. B. Hilyard, containing fifty acres of land, more or less, conveyed to the said Edward K. Everett by deed from the body corporate, The Sudlersville Bank of Maryland, bearing even date herewith and intended to be recorded among the aforesaid land record books for Queen Annes County preceeding the recording of this mortgage.

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

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale herein-after 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 Edward K. Everett and Anna L. Everett, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said body corporate, The Sudlersville Bank of Maryland, its successors, executors, administrators or assigns, the aforesaid sum of Sixteen Hundred and Sixty Dollars and all interest to accrue thereon as represented by the aforesaid promissory note and all renewals and part renewals thereof including renewals of renewals and part renewals, 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 Edward K. Everett and Anna L. Everett, his wife, their heirs and assigns, shall possess said property.

AND the said Edward K. Everett and Anna L. Everett, his wife, jointly and severally, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said body corporate, The Sudlersville Bank of Maryland, its successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accruethereon, 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 succes-

sors, 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 said Edward K. Everett and Anna L. Everett, his wife, 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 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 Edward K. Everett and Anna L. Everett, for themselves, their heirs, executors, administrators and assigns hereby covenant to pay.

Witness the hands and seals of the mortgagors the day and year first above written.

Test: John F. Stokes.

Edward K. Everett (SEAL)

Anna L. Everett (SEAL)

State of Maryland,  
Queen Annes County, to wit:

I hereby certify that on this 5th. day of April, in the year nineteen hundred and seventeen, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Annes County, duly commissioned and qualified, personally appeared Edward K. Everett and Anna L. Everett, his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed.

And at the same time before me appeared also John E. George, agent and president of the body corporate, the Sudlersville Bank of Maryland, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

And the said John E. George also at the same time further made oath in due form of law that he is the duly authorized agent and president of the mortgagee. The Sudlersville Bank of Maryland, to make the oath as to the consideration stated in the foregoing mortgage.

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

Notary  
Public  
Seal.

John F. Stokes  
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the 28th. day of April, in the year nineteen hundred and twenty-seven, the following Assignment was brought to be recorded, to wit:

For value received, the within and foregoing mortgage is hereby assigned to J. H. C. Legg for the purpose of collection.

As witness the signature of the Vice President of the Sudlersville Bank of Maryland, a body corporate, attested by its Cashier, and its corporate seal hereto attached this 11th. day of April, in the year nineteen hundred and twenty seven.

Attest: John F. Stokes  
Cashier.

The Sudlersville Bank of Maryland.

By Dudley G. Roe  
Vice-President.

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 W. F. W. No. 10, folio 325 etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 28th. day of April, A. D. nineteen hundred and twenty seven.

B. Hackett Turner Clerk.

CERTIFIED COPY OF BOND  
Filed May 26th, 1927.

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

KNOW ALL MEN BY THESE PRESENTS, that we, J. H. C. Legg of Queen Anne's County, in the State of Maryland, and The New Amsterdam Casualty Company, a body corporate, of the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of eight thousand dollars (\$8000.00) 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, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this twenty sixth day of May, in the year nineteen hundred and twenty seven.

Whereas, the above bounden J. H. C. Legg, by virtue of the power of sale contained in a mortgage from Edward K. Everett and Anna L. Everett, his wife, to The Sudlersville Bank of Maryland, bearing date the fifth day of April, in the year nineteen hundred and seventeen, and recorded among the land record books for Queen Anne's County, Maryland, in Liber W. F. W. No. 10, folios 325 etc. and assigned to the said J. H. C. Legg on the eleventh day of April, in the year nineteen hundred and twenty seven, which said assignment is recorded at the foot of the aforesaid mortgage in the Liber aforesaid, and the said J. H. C. Legg, as the assignee of the aforesaid mortgage is about to sell the land and premises described in the aforesaid mortgage, default having been made in the payment of the mortgage debt, and the interest thereon, and the taxes on the mortgaged property, as specified and in the conditions and covenants therein contained.

Now the condition of the above obligation are such, that if the above bounden J. H. C. Legg, as the assignee of the aforesaid mortgage do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and perform and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

J. H. C. Legg. (SEAL)

Signed, sealed and  
delivered in the  
presence of

Seal's  
Place.

The New Amsterdam Casualty  
Company  
By McKenney & Price.  
Attorneys in fact.

Thomas W. Perkins.

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

Security approved and Bond filed May 26th. 1927.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, fol. 297 a Bond record book for Queen Anne's County.

Seal's  
Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th. day of May, in the year 1927.

B. Hackett Turner, Clerk.

REPORT OF SALE.  
Filed Aug. 11th, 1927.

J. H. C. Legg, Assignee,

I N THE CIRCUIT COURT

Vs.

For

Edward K. Everett and  
Anna L. Everett, his wife,  
Mortgagors.

Queen Anne's County, In Equity

Cause No. 2699.

TO THE HONORABLE, the Judges of said Court:

The Report of J. H. C. Legg, Assignee of the mortgage hereinafter mentioned, unto Your Honors respectfully sets forth:

That prior to the time of the sale hereinafter mentioned default had occurred, and existed at the time of the sale, in the covenants conditions and terms of the Mortgage from Edward K. Everett and Anna L. Everett, his wife, to The Sudlersville Bank of Maryland, dated the fifth day of April, in the year, nineteen hundred and seventeen, and recorded in Liber W. F. W. No. 10 folios 325 etc., a Land Record Book for Queen Anne's County, Maryland, by reason of the non-payment of the Mortgage principal debt secured by said mortgage and named therein and certain interest due thereon, and certain taxes on the mortgaged land, due thereon, at the times named in said mortgage for the payment of the same, and that said Mortgage became duly assigned unto the said J. H. C. Legg by assignment duly made on said Mortgage.

That prior to the time of the sale hereinafter mentioned the said J. H. C. Legg filed with the Clerk of the Circuit Court for Queen Anne's County, the bond required by law of him as a condition precedent to the foreclosure of the mortgage, or as a condition precedent to the exercise of the power of sale contained in said mortgage in case of default in the terms of said mortgage; the said bond is given to the State of Maryland and was accepted and approved by said Clerk.

That prior to the day of sale hereinafter mentioned, the said J. H. C. Legg, as assignee of said mortgage, caused notice of the time, place, manner and terms of sale to be given for more than twenty days prior to the day of sale, by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County Maryland, each week for four successive weeks, that a copy of said advertisement duly certified to by the publishers of said papers is filed herewith as part hereof.

That pursuant to the said advertised notice of sale, the said J. H. C. Legg, did attend in person in front of The Sudlersville Bank of Maryland, in the town of Sudlersville, in Queen Anne's County, State of Maryland, on Saturday, May 28th. 1927, between the hours of 2 and 4 o'clock P. M. to wit: at the hour of 3 o'clock P. M. and then and there proceeded to make sale of the Mortgaged property, because of said default, in the following manner, as fully set out in the annexed Advertisement, to Wit:

He first offered at public sale, after reading the advertisement of sale, that part of the mortgaged property, described in the annexed advertisement, as Tract No. 3, and as set out in the said Advertisement, that he would, described as follows, To Wit: Tract No. 3, All that Tract or Parcel of land, situate in the First Election District of Queen Anne's County, Maryland, on the right side of the public road from Sudlersville to Anderson's Corner, adjoining the J. E. Everett home farm. now the Hawkins Everett property, containing 40 Acres of Land more or less, conveyed to the said Edward K. Everett by Deed from Madison Brown, Trustee, dated December, 27th. 1915, and Recorded in Liber, W. F. W. No. 8 folios 260 etc., a land record book for said Queen Anne's County, Maryland, about 20 acres of this tract is cleared, land, and about 20 acres of it is in good white oak timber, and is improved by a good frame dwelling house, and fully described in the said Mortgage, and he did then and there, in exercise of the Power and authority conferred upon him by said Mortgage, as the assignee, sold said property unto Thomas Golt, he being then and there the highest bidder therefor, at and for the sum of Six Hundred Dollars (\$600.00).

He Secondly offered at Public sale, that part of the mortgaged property described in the annexed advertisement as Tract No. 2 and as set out in the said Advertisement, that he would reserving the right to withdraw it, and to offer it with Tract No. 5, both tracts being timber land, and they adjoin each other, and sell it in the way it would bring the most money, he then proceeded to offer at public sale, said Tract No. 2, described in said Mortgage and said Advertisement as follows, To Wit: All that tract of land or farm known as "The Loller Farm" or "Wright's Forext" situate in the First Election District of Queen Anne's County, aforesaid, adjoining want was formerly the land of Hiram Goodhand, John Daily and others, containing 72 acres of land, more or less, conveyed to John E. Everett by James D. Loller by Deed dated the 22nd. day of April, 1878 and recorded in Liber J. W. No. 8 folios 289 etc., a land record book for Queen Anne's County, aforesaid, and by said John E. Everett devised to the said Edward K. Everett. This is a valuable tract of timber land, upon which and for which he received a bid of three hundred dollars (\$300.00) from one Joseph Scheiblhoffer, but which your assignee announced he would reserve the right to offer this parcel again with Tract 5, and if he received no advance upon what he was



offered separately, he would offer tracts No. 2 and 5 together, and if no advance, was offered, he would sell them, to those who bid for them in the first place.

He Thirdly offered at public sale, that part of the Mortgaged property described in the annexed advertisement and in the aforesaid Mortgage as Tract No. 5, and as set out in the advertisement, that he would, reserving the right to withdraw it, and to offer it with Tract No. 2, both tracts being timber land, and they adjoin each other, and sell it in the way it would bring the most money, he then proceeded to offer at public auction said Tract No. 5 described in said Advertisement and said Mortgage, as follows, to wit: All That parcel or lot of woodland, being a part of "Wright's Forest", or "Hope", situate in the First Election District of Queen Anne's County, Maryland, adjoining what was formerly the J. E. Everett Land, Etc., containing 35 Acres of Land more or less, conveyed to the said Edward K. Everett, by Elva D. Rolph and others, by Deed dated April 4th. 1917 and intended to be recorded among the land record books for Queen Anne's County, aforesaid, preceeding this aforesaid mortgage; this tract also contains good timber; and your assignee, received a bid of One Hundred Dollars, (\$100.00) therefor from the said Joseph, Scheibloff, reserving the right to offer it together with Tract No. 2, and sell it in the way it would bring the most money.

He Fourthly then offered at Public Sale, that part of the Mortgaged property, described in the annexed advertisement and in the aforesaid Mortgage, as Tracts Nos. 2 and 5, just hereinbefore set out in this Report of Sale, together, having offered them separately, being timber or woodland, and they adjoin each other, and contain in the aggregate, 107 acres of land more or less, he now offered them together, announcing that he had received a bid of Four hundred dollars (\$400.00) when offered in separate tracts, and the auctioneer after crying the same for some time announced that he could get no advance on the four hundred dollars bid when offered separately, so the two tracts described in the aforesaid Mortgage and in the annexed advertisement of the mortgaged property, were struck off to the said Joseph Scheibloff at and for the sum of Four Hundred Dollars, he being the highest bidder therefor at and for the sum of Four Hundred Dollars (\$400.00).

He then Thirdly offered at public sale, that part of the mortgaged property described in the annexed advertisement and in the aforesaid Mortgage, as Tract No. 4, and as set out in the advertisement that he would, described as follows, To Wit: All that parcel or tract of land known as the "Ham Lot" or "Chase Lot", situate in the First Election District of Queen Anne's County, State of Maryland, on the South side of the public road leading from Templeville to Peters Corner, adjoining the William Thomas Starkey Land, containing 21 acres of land more or less, conveyed to the said Anna L. Everett by Harvey L. Cooper, Attorney in fact for James S. Daily and others by deed dated March, 25th. 1912 and recorded in Liber W. F. W. No. 5 folios 529 etc., a land record book for Queen Anne's County, Maryland. This tract contains some excellent timber. He then and there sold said Tract or property described as Tract No. 4 unto George H. Butts, he being then and there the highest bidder therefor at and for the sum of Four Hundred and one Dollars (\$401.00). He then Fourthly and lastly offered at public sale, that part of the Mortgaged property described in the annexed advertisement and in the aforesaid Mortgage, as Tract No. 1, and as set out in the advertisement that he would, described as follows, To Wit: ALL THAT Tract of Land or Farm known as "Long Delay", or "BEHEN TRACT", situate, in the first election district of Queen Anne's County, Maryland, on the left side of the public road leading from Anderson's Corner to Templeville, adjoining what was formerly the Lawrence Everett Land, and others, containing 100 acres of land more or less, conveyed to John E. Everett by B. Palmer Keating, Trustee by deed dated November 30th. 1881, and recorded in Liber S. C. D. No. 1 folios 30 etc., a Land Record Book for Queen Anne's County, aforesaid, and by the said John E. Everett devised to the said Edward K. Everett by his last will and testament now of record in the office of the Register of Wills for Queen Anne's County, Maryland. This Farm is known as the farm whereon the said Edward K. Everett lived and died and is improved by a splendid new, up to date Dwelling House barns, and other outbuildings, and under good fencing, this is a nice tract of land and offers a rare chance to purchase a good home with fine buildings being described in said Mortgage, and in references therein contained and then and there in the exercise of the power and authority conferred upon him by said Mortgage and as the assignee thereof sold said Property described as Tract No. 1 fully described above unto J. Tyson Heather, of Caroline County, in the State of Maryland he being then and there the highest bidder therefor, at and for the sum of Twenty Eight Hundred Dollars (\$2800.00)

That your Assignee reports that he did not advertise and sell Tract No. 6 described in the aforesaid Mortgage, because he found upon an examination of the records that Edward K. Everett and Anna L. Everett, and The Sudlersville Bank of Maryland, did on January 17th. 1920 convey to Louis Reiter and Mary Reiter, the aforesaid Tract No. 6 said Deed being recorded in Liber J. F. R. No. 5 folios 88 etc., a Land Record Book for Queen Anne's County, aforesaid, and that the said Sudlersville Bank of Maryland joined in said Deed to release the lien and operation of its said Mortgage on said Tract.

That each of the said Purchasers on day of sale paid on account of said Purchase money one-half of the Purchase money on each parcel of land Bought by them, in accordance with the advertised terms of sale, except the said George H. Butts, who paid his entire purchase money on day of sale, and all of them will pay the balance due on the purchase money by them each respectively on the final ratification of this sale by this Honorable Court.

That the amount of principal debt due by said Mortgage on day of sale was the sum of Fourteen Hundred Dollars with interest from July 4th. 1925, Attorneys Commissions and costs to be shown by the Statement of the debt to be filed herein later.

That the said J. H. C. Legg, Assignee, sold said property with the understanding that the purchaser should pay this years taxes State and County

the Purchaser to get the Landlord's part of the Crop growing on Tract No. 1, possession of the Dwelling house and Garden on Tract No. 1 reserved until the Final ratification of the sale by this Honorable Court..

The Total Sales amount to \$4201.00

Tract No. 3	\$ 600.00
Tracts No. 2 and 5	\$ 400.00
Tract No. 4	\$ 401.00
Tract No. 1 (Farm)	<u>\$2800.00</u>
Total Sales	\$4201.00

All of which is respectfully submitted by

J. H. C. Legg  
Assignee and Vendor.

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 11th day of August, in the year nineteen hundred and twenty seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. H. C. Legg, Assignee, Vendor above named, and he did make oath in due form of Law that the matters and things set forth in the foregoing report of sale, are true as therein stated to the best of his knowledge and belief, and that the sales fairly and bona fide made.

B. Hackett Turner, Clerk.

ORDER NISI:

J. H. C. Legg, Assignee,

Vs.

Edward K. Everett, and Anna L.  
Everett, his wife,  
Mortgagors.

IN THE CIRCUIT COURT

for

QUEEN ANNE'S COUNTY, IN EQUITY

Cause No. 2699.

ORDERED, This 11th day of August, A. D. 1927, that the sales of the Real Estate of Edward K. Everett and Anna L. Everett his wife, Mortgagors, described in the Mortgage mentioned in above Cause, made and reported in this Cause by J. H. C. Legg, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th. day of October, 1927, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of Four successive weeks before the 13th. day of September, next.

The Report states the amount of sales to be \$4201.00

Filed Aug. 11th, 1927.

B. Hackett Turner, Clerk.

PETITION BY ANNA L. EVERETT, SURVIVING MORTGAGOR  
FOR EXTENSION OF TIME FOR FILING EXCEPTIONS TO THE  
RATIFICATION OF THE SALE.  
Filed Oct. 15th, 1927.

J. H. C. Legg, Assignee,

Vs.

Edward K. Everett and Anna L.  
Everett, his wife, Mortgagors.

In The Circuit Court for Queen

Anne's County, In Equity,

Chancery Cause No.

To the Honorable, the Judges, of said Court:

The Petition of Anna L. Everett now Anna L. Weaver, through Robert Adair, her Solicitor, prays this Honorable Court, to allow her until the 25th. day of October to file her exceptions in this Cause to the final ratification of the sales of the real estate reported by J. H. C. Legg, Assignee, for the following reasons, To Wit:

- (1) Because her Solicitor was only employed by her a few days ago.
- (2) Because he has been engaged in the trial of cases before his Court in the City of Wilmington for several weeks, and was so engaged at the time of his employment, and has not had the time to prepare his exceptions, nor will he have time before the 15th. day of October, 1927, at which time the Order Nisi expires,
- (3) But if allowed the extension prayed for he will prepare and file them in this Cause, feeling assured that he has good and sufficient causes for the same.

And as in duty bound, will ever pray etc.,

Anna L. Everett

now Anna L. Weaver  
Surviving Mortgagor.

Robert Adair  
Solicitor for Surviving Mortgagor.  
P. O. Box 428, Wilmington, Delaware.

EXCEPTIONS OF ANNA L. WEAVER TO THE  
TRACT DESCRIBED AS LOT NO. 1 IN AD-  
VERTISEMENT OF SALE.  
Filed Oct. 25th, 1927.

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

J. H. C. Legg, assignee,	}	Chancery No. 2699
versus		
Edward K. Everett and		
Anna L. Everett, his wife.		

To the Honorable, the Judges of said Court:

Anna L. Weaver unto Your Honors sets forth:

That at the time the mortgage mentioned in this cause was executed she was the wife of the said Edward K. Everett and as such united with him in said mortgage.

That by certain conveyances made after the execution of said mortgage, to wit: the deed from the mortgagors to J. W. Stafford, dated October 6, 1922, and the deed from him dated following day made to the mortgagors as tenants by the entireties, the mortgaged property, subject to said mortgage, became vested in the mortgagors as tenants by the entireties, the mortgaged property, subject to said mortgage, became vested in the mortgagors as tenants by the entireties the first mentioned deed is recorded in Liber J. F. R. No. 9, fol. 440, and the second deed in same Liber on Fol. 441, both being land record books of said county.

That sometime in the month of May or in the month of June, 1925, the said Edward K. Everett departed this life, whereupon the mortgaged property, subject to said mortgage, became vested in the said Anna L. Everett.

That the said Anna L. Evertee is now by reason of her second marriage the said Anna L. Weaver and as such at the time of the sale described in this cause was the owner subject to the mortgage of the mortgaged property.

That the said Anna L. Weaver hereby excepts to the ratification of the sale of the tract of land described in the advertisement accompanying the report of sale as "tract No. 1" and mentioned in the report of sale filed in this cause as having been sold at the mortgaged sale unto J. Tyson Heathers for \$2800.00 for the following reasons:

1. Because the price at which said property or tract No. 1 was truck off at the sale mentioned was greatly below the value thereof.
2. Because the price at which said struck off is grossly in-adequate
3. Because of other reasons to be made known at the hearing.

Respectfully submitted,

Madison Brown,  
attorney for the exceptant.



PETITION FOR DISMISSAL OF EXCEPTIONS  
Filed October 3, 1927.

To the Honorable, the Judges of said Court:

I hereby dismiss the above exceptions and ask leave of the court to withdraw the same.

Filed 10/3/28

Madison Brown  
attorney for exceptant.

ORDER OF COURT  
Filed Oct. 6th, 1928.

Ordered, this 6th day of October in the year 1928 by the Circuit Court for Queen Anne's County in Equity, that Madison Brown, attorney for the exceptant, is hereby give leave to withdraw the above exceptions from the proceedings of this cause.

Filed Oct. 6th, 1928.

Thomas J. Keating

CERTIFICATE OF PUBLICATION OF ORDER NISI  
Filed Jan. 21st., 1928.

ORDER NISI

J. H. C. LEGG, ASSIGNEE

vs.

EDWARD K. EVERETT, AND ANNA L. EVERETT,  
HIS WIFE, MORTGAGERS

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CAUSE NO. 2699.

Ordered, This 11th day of August, A. D., 1927, that the sales of the Real Estate of Edward K. Everett and Anna L. Everett, his wife, Mortgagors, described in the Mortgage mentioned in above cause, made and reported in this cause by J. H. C. Legg, Assignee of Mortgage, he ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of October, 1927, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th day of September, next.

The Report states the amount of sales to be \$4201.00.

B. HACKETT TURNER, Clerk.  
True Copy-Test:  
B. HACKETT TURNER, Clerk.  
Filed August 11th, 1927.

THE CENTREVILLE OBSERVER

Centreville, Md., Jan 21, 1928

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of J. H. C. Legg, Assignee vs. Edw. R. Everett & Anna L. Everett, Mtg. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, before the 13th day of Sept. in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

STATEMENT OF MORTGAGE INDEBTEDNESS  
Filed Jany. 21st, 1928.

J. H. C. Legg, Assignee,

Vs.

Edward K. Everett  
and  
Anna L. Everett, his wife,  
Mortgagors.

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

No. 2699.

Edward K. Everett and Anna L. Everett, his wife, Mortgagors

To J. H. C. Legg, Assignee of Mortgage,

For the Amount due under the Mortgage from Edward K. Everett and Anna L. Everett, his wife, to The Sudlersville Bank of Maryland, dated April 5th. 1917, Recorded in Liber W. F. W. No. 10, folios 325 etc. one of the land Record Books for Queen Anne's County, Maryland, and assigned to J. H. C. Legg, on the 11th. day of April, 1927, for collection for the sum of \$1400.00

Interest from July 4th. 1925 to May 28th. 1927, being 1 year, 10 months, and 24 days,	\$ 159/60
Taxes for the year, 1925, with interest from Jan. 1st, 1926	\$ 104.10
Taxes for the year, 1926, with interest from Jan. 1st. 1927,	\$ 98.42
5% commissions on Mortgage debt and interest,	<u>\$ 77.98</u>
Total	\$1840.10

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 21 day of January, in the year nineteen hundred and twenty eight, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, aforesaid, personally appeared J. H. C. Legg, Assignee, as aforesaid, set out, and made oath in due form of law, that the above Statement of the Mortgage indebtedness is true to the best of his knowledge and belief.

B. Hackett Turner

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

CERTIFICATE OF PUBLICATION OF SALE.

MORTGAGEE'S SALE OF VALUABLE  
REAL ESTATE

Under and by virtue of the power of sale contained in the mortgage from Edward K. Everett and Anna L. Everett, his wife, to The Sudlersville Bank of Maryland, dated the fifth day of April, in the year, nineteen hundred and seventeen, and assigned to J. H. C. Legg for collection, said mortgage and the assignment thereof being recorded in Liber W. F. W. No. 10, folios 325 etc., a land record book for Queen Anne's County, Maryland, the undersigned assignee for collection will offer at public sale to the highest bidder, in front of The Sudlersville Bank of Maryland, in the town of Sudlersville, in Queen Anne's County, Maryland, on Saturday, May 28, '27 between the hours of two and four o'clock p. m., the property described in and conveyed by said mortgage (except Tract No. 6, described in said mortgage which has been heretofore sold) consisting of:

TRACT NO. 1:

All that tract of land or farm known as "LONG DELAY" or "BEHEN TRACT", situate in the First Election District of Queen Anne's County, Maryland, on the left side of the public road leading from Anderson's Corner to Templeville, adjoining what was formerly the Lawrence Everett land, and others containing 100 ACRES OF LAND more or less, conveyed to John E. Everett by B. Palmer Keating, trustee, by Deed dated November 30th, 1881, and recorded in Liber S. C. D. No. 1, folios 30 etc.,

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a land record book for Queen Anne's County Maryland, and by the said John E. Everett devised to the said Edward K. Everett by his last Will and Testament now of record in the office of the Register of Wills for said Queen Anne's County. This farm is known as the farm whereon the said Edward K. Everett lived and died, and is improved by a splendid new up to date DWELLING HOUSE, barns and other outbuildings, and under good fencing, this is a nice tract of land and offers a rare chance to purchase a good home with the buildings.

## TRACT NO. 2:

All that tract of land or farm known as "THE LOLLER FARM" or "WRIGHT'S FORREST", situate in the First Election District of Queen Anne's County, aforesaid, adjoining what was formerly the land of Hiram Goodhand, John Daily and others, containing 72 ACRES OF LAND more or less, conveyed to John E. Everett by James D. Loller by deed dated the 22nd day of April, 1878, and recorded in Liber J. W. No. 8, folios 289 etc., a land record book for Queen Anne's County, Maryland, and by said John E. Everett devised to the said Edward K. Everett. This is a valuable tract of timber land, valuable timber of all kinds on it, good chance to purchase a good tract of timber.

## TRACT NO. 3:

All that tract or parcel of land, situate in the First Election District of Queen Anne's County, Maryland, on the right side of the public road leading from Sudlersville to Anderson's Corner, adjoining the J. E. Everett home farm, now the Hawkins Everett Property, containing 40 ACRES OF LAND more or less, conveyed to the said Edward K. Everett by deed from Madison Brown, trustee, dated December 27th. 1915, and recorded in Liber W. F. W. No. 8, folios 260, etc., a land record book for Queen Anne's County, Maryland, about 20 acres of this tract is cleared land, and about 20 acres of it is in good white oak timber, and is improved by a good FIVE ROOM FRAME DWELLING HOUSE, this is an opportunity to buy some good timber land.

## TRACT NO. 4:

All that parcel or tract of land, known as the "HAM LOT" or "CHASE LOT", situate in the First Election District of Queen Anne's County, Maryland, on the south side of the public road leading from Templeville to Peter's Corner, adjoining the William Thomas Starkey land, containing 21 ACRES OF LAND more or less, conveyed to the said Anna L. Everett by Harvey L. Cooper, attorney in fact for James S. Dailey and others by deed dated March, 25th, 1912, and recorded in Liber W. F. W. No. 5 folios 529 etc., a land record book for Queen Annes County, Maryland. This tract contains some excellent timber.

## TRACT NO. 5:

All that parcel or lot of WOODLAND, being a part of "WRIGHT'S FOREST" or "HOPE", situate in the First Election District of Queen Anne's County, Maryland, adjoining what was formerly the J. E. Everett land, etc., containing 25 ACRES OF LAND more or less, conveyed to the said Edward K. Everett by Elva D. Rolph and others by deed dated April 4th, 1917, and intended to be recorded among the aforesaid land record books for Queen Anne's County preceding the recording of this Mortgage. This tract also contains good timber. The above parcels being the same land by said mortgage conveyed.

Tract No. 3, set out in this advertisement will be offered first, then secondly tract No. 2, and Tract No. 5, which is timber land, will be offered separately, and then together, and sold in the way they bring the most money, as they adjoin each other. Thirdly tract No. 4 will be offered and then fourthly and lastly tract No. 1 will be offered.

TERMS OF SALE- One half on each parcel cash on day of sale, balance in two equal installments of six and twelve months respectively from day of sale, deferred payments to bear interest and to be secured to the satisfaction of the undersigned assignee, or all cash at the option of the purchaser, or purchasers on day of sale. Title papers at expense of purchaser. Further and more detailed particulars made known on day of sale.

J. H. C. LEGG, Assignee.

Immediately after the sale of the above 5 parcels of real estate, the undersigned, as the attorney for the owner, will sell at the same place and on the same terms, all that parcel or tract of WOODLAND, containing 40 ACRES, more or less, adjoining home place of the late Edward K. Everett, Thomas Starkey, et al, and on the left of the public road from Sudlersville to Templeville, which tract contains good timber.

Also 10 $\frac{1}{2}$  ACRES of good HIGH CLEARED LAND, on the right of the public road from Templeville to Henderson, being about 1-4 of a mile from stone road, adjoining Frank Smith, Harry Dailey, et al.

J. H. C. LEGG, Attorney

for Owner.

## THE CENTREVILLE OBSERVER

Centreville, Md., August 11, 1927

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certified that the annexed Mtg. sale in the case of J. H. C. Legg assn. vs. Edward K. and Anna L. Everett, Mortgagors a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (being more than twenty days before the 28 day of May, in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

FINAL ORDER OF RATIFICATION  
Filed Jany. 23rd. 1928.

## Final Order of Ratification.

ORDERED BY THOMAS J. KEATING, ONE OF THE ASSOCIATE JUDGES, OF THE CIRCUIT COURT, for Queen Anne's County, in Equity, and by the authority of the said Court on this 23rd day of January, in the year, nineteen hundred and twenty eight, that the sales of the real estate described made and reported in this Cause as Parcels Numbers Two, Three, Four and Five, by J. H. C. Legg, Assignee as aforesaid, be and the same is hereby finally ratified and confirmed no cause to the contrary as to these Parcels Two, Three, Four, and five, having been shown, although due notice appears to have been given, in accordance with the ORDER NISI heretofore passed in said Cause, and the Assignee is allowed the usual commissions, allowed by the Mortgage, and such proper expenses as he shall produce vouchers for the Auditor.

Thomas J. Keating.

Filed Jany. 23rd., 1928.

PETITION FOR RESALE OF TRACT NO. 1 AND  
THE CONSENT OF THE PURCHASER THERETO.  
Filed Oct. 3rd, 1928.

J. H. C. Legg, Assignee,

Vs.

Edward K. Everett and Anna  
L. Everett, his wife, Mortgagors.

IN THE

CIRCUIT COURT, FOR QUEEN ANNE'S

County, In Equity, Cause No. 2699.

To The Honorable, the Judges of said Court:

The petition of J. H. C. Legg, Assignee, in the above entitled Cause, to Your Honors Respectfully sets forth:

(1) That as will be seen by reference to the Report of Sales, filed in this Cause, Tract No. 1 in the Advertisement of the Sale of the Mortgaged Premises, and being Tract No. 4 in the Report of Sales, and described as follows, To Wit: All That Tract of Land or Farm known as "Long Delay", or "Behen Tract", situate, in the First Election District of Queen Anne's County, State of Maryland, on the left side of the Public Road leading from Anderson's Corner to Templeville, adjoining what was formerly the Lawrence Everett Land and others, containing 100 acres of Land more or less, this farm is known as the farm whereon the said Edward K. Everett lived and died and is improved by a splendid new, up to date dwelling House, and other outbuildings, was reported in said Report of Sales as sold to J. Tyson Heather at and for the sum of \$2800.00.

(2) That since the said Report of sales was filed in this Cause and before the sales were ratified the dwelling House Burned down and Anna L. Weaver filed Exceptions to the Ratification of This Tract, No. 1 in the Advertisement and the Fourthly Reported Tract in the Report of sales

(3) That the said J. Tyson Heather has never complied with the Terms of Sale and says he will not comply, because the Dwelling on said Tract has burned down. His payment made on account of the Purchase Price has been returned to him.

(4) That the Exceptions to said Sale of this Particular Tract have been dismissed, as will be seen by the Papers on file in this Case.

Your Assignee therefore prays your Honors to pass an Order in this Cause authorizing and empowering him to resell this particular Tract or Parcel No. 1. of the Mortgaged Premises

And as in duty Boudn will ever pray, etc.

J. H. C. Legg  
Assignee.

I hereby consent to the passage of on Order in this cause directing a re-sale of the tract above mentioned and described, as I have no further interest or claim in the same, and admit that my money paid on account of same has been returned to me.

Respectfully submitted

J. Tyson Heather.

ORDERED BY THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, on the foregoing Petition of J. H. C. Legg, Assignee, and the consent of J. Tyson Heather, the reported Purchaser, on this 6th day of October, in the year, 1928, that J. H. C. Legg, Assignee, be and he is hereby authorized and empowered to re-sell the Tract of Land described as NO. 1 in the certified copy of the Advertisement filed in this Cause, and the Fourthly described parcel or tract described in the Report of sales filed in this Cause, on the Terms set out in the Certified Copy of the Advertisement filed among the papers in this Cause.

Filed Oct. 6th, 1928.

Thomas J. Keating

SECOND REPORT OF SALES  
Filed Nov. 6th, 1928.

J. H. C. Legg, Assignee,

VS.

Edward K. Everett and  
Anna L. Everett, his wife,  
Mortgagors.

IN THE CIRCUIT COURT, FOR

Queen Anne's County, In Equity,

Cause No. 2699

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

The Report of J. H. C. Legg, Assignee of the Mortgage hereinafter mentioned, unto your Honors respectfully sets forth:

That prior to the time of the said sale hereinafter mentioned default had occurred, and existed at the time of the sale, in the covenants and conditions and terms of the Mortgage from Edward K. Everett and Anna L. Everett, his wife, to The Sudlersville Bank of Maryland, dated the 5th. day of April, in the year, 1917, and recorded in Liber W. F. W. No. 10 folios 325 etc., a Land Record Book for Queen Anne's County, Maryland, by reason of the non payment of the Mortgage debt secured by said Mortgage and named therein and certain interest due thereon and certain Taxes on the Mortgaged Land due thereon, at the times named in said Mortgage

for the payment of the same, and that said Mortgage became duly assigned unto the said J. H. C. Legg by assignment duly made on said mortgage.

That prior to the time of the sale hereinafter mentioned the said J. H. C. Legg, filed with the Clerk of the Circuit Court for Queen Anne's County, the BOND required by law of him as a condition precedent to the foreclosure of the Mortgage, or as a condition precedent to the exercise of the Power of Sale contained in said Mortgage in case of default in the terms of said Mortgage; the said Bond being given to the State of Maryland and was accepted by and approved by the said Clerk:

That on May 28th. 1927, he sold the real estate hereinafter reported to One J. Tyson Heather, as will be seen by the Report of sale now on filed in these proceedings, and filed On August 11th. 1927, being the Fourthly described Parcel reported in said Report of Sale, and the said J. Tyson Heather, the reported Purchaser, never having complied with the terms of Sale, upon the Petition of your Assignee, filed in this Cause on October 3rd. 1928, and the consent of the J. Tyson Heather, this Honorable Court did on October 6th. 1928, Pass and Order of RE-SALE, authorizing your Assignee to re-sell the said Land described in the said Petition and Order of Re-Sale.

That Prior to the day of sale hereinafter mentioned, the said J. H. C. Legg, as Assignee of said Mortgage, and in pursuance of said Order of Re-Sale, caused notice of the time place, manner and terms of sale to be given for more than twenty days prior to the day of Sale by Advertisement in the Centreville Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, each week for four successive weeks, that a copy of the advertisement duly certified to by the publishers of said paper is filed herewith and asked to be taken as a part of this report of sale.

That pursuant to said advertised Notice of sale, the said J. H. C. Legg did attend in person in front of The Sudlersville Bank of Maryland, in the Town of Sudlersville, in Queen Anne's County, Maryland, on Saturday November the 3rd. 1928, between the hours of 2-30-0'clock and 3-30 o'clock P. M. to wit at the hour of 3 o'clock P. M. and then and there proceeded to make sale of the Mortgaged Property, because the said Purchaser had not complied with the terms of sale when he bought it, on May 28th. 1927, as fully set out in the annexed Advertisement, To Wit: He offered at Public sale, after reading the Advertisement of sale the following part of the Mortgaged Property, described fully and at length in the annexed certified copy of the Advertisement, TO WIT: That part of the Mortgaged property described in the aforesaid Mortgage, AS TRACT NO. 1, and being all that tract of land or farm known as "Long Delay", or "Behen Tract", situate in the First Election District of Queen Anne's County, in the State of Maryland, on the left side of public road leading from Anderon's Corner to Templeville, adjoining what was formerly the Lawrence Everett LAND, and others and containing 100 Acres of Land more or less, conveyed to John E. Everett by B. Palmer Keating Trustee by Deed dated November 30th. 1881, and recorded in Liber S. C. D. No. 1 folios 30 etc., A Land Record Book for Queen Anne's County, Maryland, and by the said John E. Everett devised to the said Edward K. Everett by his last will and testament now of Record in the office of the Register of Wills for Queen Anne's County; this is the farm on which the late Edward K. Everett lived at the time of his death. He did then and there in the exercise of the power and authority conferred upon him by the aforesaid Mortgage and further by the authority of the Order of Re-Sale passed in this Cause on the 6th. day of October, 1928, sell said described real estate unto one Joseph Scheibelhoffer, of Queen Anne's County, Maryland at and for the sum of Eight Hundred Dollars, he being then and there the highest bidder therefor at and for the aforesaid sum of Eight Hundred Dollars, for the said 100 acres of land above described, it being offered and sold at so much for the said 100 acres more or less, the Purchaser to pay the Taxes for 1928.

Your Assignee further reports that the said Purchaser has complied with the terms of sale by paying one-half in cash, to wit, \$400.00 and has given his note for the other \$400.00 payable six months after date with interest.

All of which is respectfully submitted by

J. H. C. Legg  
Assignee and Vendor.

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 6th 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 J. H. C. Legg, Assignee, Vendor, above named, and he did make oath in due form of Law, that the matters and things set forth in the foregoing report of sale are true to the best of his knowledge and belief, and that the sale was fairly and bona fide made.

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



N I S I

J. H. C. Legg, Assignee

VS.

Edward K. Everett and  
Anna L. Everett, his wife,  
mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2699.

ORDERED, This 6th. day of November, A. D., 1928, that the sale of the real estate made and reported in this cause by J. H. C. Legg, Assignee and Vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th. 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 12th. day of December next.

The Report states the amount of sales to be \$800.00.

B. Hackett Turner Clerk.

Filed Nov. 6th. 1928.

CERTIFICATE OF PUBLICATION OF SALE  
Filed Nov. 6th. 1928.

MORTGAGE'S SALE  
OF VALUABLE  
REAL ESTATE

Under and by virtue of the power of sale contained in the mortgage from Edward K. Everett and Anna L. Everett, his wife, to The Sudlersville Bank of Maryland, dated the 5th day of April, in the year, 1917, and assigned to J. H. C. Legg, for collection, said mortgage and the assignment thereof being recorded in Liber W. F. W. No. 10, folios 325, etc., a land record book for Queen Anne's County, Maryland; and by virtue of an ORDER OF RE-SALE, passed in the Cause, now pending in the Circuit Court for Queen Anne's County, in Equity, cause No. 2699, entitled J. H. C. Legg, Assignee versus Edward K. Everett and Anna L. Everett, his wife, Mortgagors, on October 6th, 1928, the undersigned assignee for collection will sell at public sale to the highest bidder in front of The Sudlersville Bank of Maryland, in the Twon of Sudlersville, in Queen Anne's County, in Equity, cause No. 2699, entitled J. H. C. Legg, Assignee versus Edward K. Everett and Anna L. Everett, his wife, Mortgagors, on October 6th, 1928, the undersigned assignee for collection will sell at public sale to the highest bidder in front of The Sudlersville Bank of Maryland, in the Twon of Sudlersville, in Queen Anne's County, Maryland, on Saturday, Nov. 3, 1928 between the hours of 2.30 and 3.30 p. m., That part of the mortgaged property described in the aforesaid mortgage, AS TRACT NO. 1, and being all that tract of land or farm, known as "Long Delay", or "Behen Tract", situate in the First Election District of Queen Anne's County Maryland, on the left side of the public road leading from Anderson's Corner to Templeville, adjoining what was formerly the Lawrence Everett land, and others, containing 100 acres of land, more or less, conveyed to John E. Everett by B. Palmer Keating, Trustee, by Deed dated November 30th, 1881, and recorded in Liber S. C. D. No. 1, folios 30th, etc., a land record book for Queen Anne's County, Maryland, and by the said John E. Everett devised to the said Edward K. Everett by his last will and testament now of record in the office of the Register of Wills for said Queen Anne's County. This is the farm on which the late Edward K. Everett lived at the time of his death.

TERMS OF SALE—One half of purchase price in cash on the day of sale, and the balance in two equal payments, 6 and 12 months from the day of sale, secured by interest bearing notes payable in Bank with sureties to the satisfaction of the undersigned assignee, or all cash at the option of the purchaser or purchasers on day of sale. Title papers at the expense of the purchaser. Further and more detailed particulars made known on day of sale.

J. H. C. LEGG,  
Assignee for Collection.  
J. Elmer Anthony, Auctioneer.

## THE CENTREVILLE OBSERVER

Centreville, Md. Nov. 6, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgage's Sale in the case of J. H. C. Legg Assignee vs. Edward K. Everett & Anna E. Everett, his wife, Mortgagors, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (being more than twenty days before the 3rd day of Nov. in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed Nov. 6th, 1928.

SECOND REPORT OF SALES  
Filed Nov. 6th, 1928

J. H. C. Legg, Assignee,

VS.

Edward K. Everett and Anna  
L. Everett, his wife, Mortgagors.

IN THE CIRCUIT COURT, FOR

Queen Anne's County, In Equity,

Cause No. 2699

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

The Report of J. H. C. Legg, Assignee of the Mortgage hereinafter mentioned, unto your Honors respectfully sets forth:

That prior to the time of the said sale hereinafter mentioned default had occurred, and existed at the time of the sale, in the covenants and conditions and terms of the Mortgage from Edward K. Everett and Anna L. Everett, his wife, to The Sudlersville Bank of Maryland, dated the 5th. day of April, in the year, 1917, and recorded in Liber, W. F. W. NO. 10 folios 325 etc., a Land Record Book for Queen Anne's County, Maryland, by reason of the non-payment of the Mortgage debt secured by said Mortgage and named therein and certain interest due thereon and certain Taxes on the Mortgaged Land due thereon, at the times named in said Mortgage for the payment of the same, and that said Mortgage became duly assigned unto the said J. H. C. Legg by assignment duly made on said Mortgage.

That prior to the time of the sale hereinafter mentioned the said J. H. C. Legg, filed with the Clerk of the Circuit Court for Queen Anne's County, the BOND required by law of him as a condition precedent to the foreclosure of the Mortgage, or as a condition precedent to the exercise of the Power of Sale contained in said Mortgage in case of default in the terms of said Mortgage; the said Bond being given to the State of Maryland and was accepted by and approved by the said Clerk:

That on May 28th. 1927, he sold the real estate hereinafter reported to one J. Tyson Heather, as will be seen by the Report of sale now on filed in these proceedings, and filed on August 11th. 1927, being the Fourthly described Parcel reported in said Report of Sale, and the said J. Tyson Heather, the reported Purchaser, never having complied with the terms of Sale, upon the Petition of your Assignee, filed in this Cause on October 3rd. 1928, and the consent of the J. Tyson Heather, this Honorable Court did on October 6th. 1928, Pass and Order of RE-Sale, authorizing your Assignee to re-sell the said Land described in the said Petition and Order of Re-Sale.

That Prior to the day of sale hereinafter mentioned, the said J. H. C. Legg, as Assignee of said Mortgage, and in pursuance of said Order of Re-Sale, caused notice of the time place, manner and terms of sale to be given for more than twenty days prior to the day of Sale by Advertisement in the Centreville Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, each week for four successive weeks, that a copy of the advertisement duly certified to by the publishers of said paper is filed herewith and as asked to be taken as a part of this report of sale.

That pursuant to said advertised Notice of sale, the said J. H. C. Legg did attend in person in front of The Sudlersville Bank of Maryland, in the Town of Sudlersville, in Queen Anne's County, Maryland, on Saturday November the 3rd. 1928, between the hours of 2-30-0'clock and 3-30 o'clock P. M. to wit at the hour of 3 o'clock P. M. and then and there proceeded to make sale of the Mortgaged Property, because the said Purchaser had not complied with the terms of sale when he bought it, on May 28th. 1927, as fully set out in the annexed Advertisement, TO WIT: He offered at Public Sale, after reading the Advertisement of sale the following part of the Mortgaged Property, described fully and at length in the annexed certified copy of the Advertisement, TO WIT:



That Part of the Mortgaged property described in the aforesaid Mortgage, AS TRACT NO. 1, and being all that tract of land or farm known as "Long Delay", or "Behen Tract", situate in the First Election District of Queen Anne's County, in the State of Maryland, on the left side of public road leading from Anderson's Corner to Templeville, adjoining what was formerly the Lawrence Everett LAND, and others and containing 100 Acres of Land more or less, conveyed to John E. Everett by B. Palmer Keating Trustee by Deed dated November 30th. 1881, and recorded in Liber S. C. D. No. 1 folios 30 etc., A Land Record Book for Queen Anne's County, Maryland, and by the said John E. Everett devised to the said Edward K. Everett by his last will and testament now of Record in the office of the Register of Wills for Queen Anne's County; this is the farm on which the late Edward K. Everett lived at the time of his death. He did then and there in the exercise of the power and authority conferred upon him by the aforesaid Mortgage and further by the authority of the Order of Re-Sale passed in this Cause on the 6th. day of October, 1928, sell said described real estate unto one Joseph Scheibelhoffer, of Queen Anne's County, Maryland at and for the sum of Eight Hundred Dollars, he being then and there the highest bidder therefor at and for the aforesaid sum of Eight Hundred Dollars, for the said 100 acres of land above described, it being offered and sold at so much for the said 100 acres more or less, the Purchaser to pay the Taxes for 1928.

Your Assignee further reports that the said Purchaser has complied with the terms of sale by paying one-half in cash, to wit, \$400.00 and has given his note for the other \$400.00 payable six months after date with interest.

All of which is respectfully submitted by

J. H. C. Legg  
Assignee and Vendor.

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 6th 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 J. H. C. Legg, Assignee, Vendor, above named, and he did make oath in due form of Law, that the matters and things set forth in the foregoing report of sale are true to the best of his knowledge and belief, and that the sale was fairly and bona fide made.

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

CERTIFICATE OF PUBLICATION OF ORDER NISI.  
Filed Jan. 23, 1929.

NISI

J. H. C. LEGG, ASSIGNEE  
vs.  
EDWARD K. EVERETT AND ANNA L.  
EVERETT, HIS WIFE  
MORTGAGORS

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2699.

Ordered, This 6th day of November, A. D. 1928, that the sale of the real estate made and reported in this cause by J. H. C. Legg, Assignee and Vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of December, next.

The Report states the amount of sales to be \$800.00.

B. HACKETT TURNER, Clerk.  
True Copy-Test:  
Filed Nov. 6th, 1928.  
B. HACKETT TURNER, Clerk.

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## THE CENTREVILLE OBSERVER

Centreville, Md. Jan. 23, 1929

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the cause of J. H. C. Legg Assignee vs. Edward K. and Anna L. Everett, 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 12th day of December 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Burney.

FINAL ORDER OF RATIFICATION  
Filed February 2nd, 1929.

## Final Order of Ratification.

ORDERED, 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 the said Court, that the sales of the Mortgaged real estate and property made by J. H. C. Legg Assignee of the Mortgage mentioned and described in the foregoing report of sales and in said report of sales described, 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 said Cause in relation to the said report of sale, and the Assignee, Vendor is allowed the usual commissions and all expenses (not personal) for which he shall produce vouchers for to the Auditor.

Thomas J. Keating.

Filed Feby. 2nd. 1929.

REPORT AND ACCOUNT  
OF THE AUDITOR.  
Filed March 7th, 1930.

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

J. H. C. Legg, assignee of mortgage,  
vs.  
Edward K. Everett, and Anna L. Everett,  
his wife, mortgagors.

Chancery Docket 2699.

To the Honorable, the Judges of said Court:

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

Two reports of sales of land have been filed in this cause. The first report shows ratification by the Court of sales made May 28, 1927, of tract 2, 3, 4, and 5 for \$1401.00. The second shows ratification of sale made Nov. 3, 1928, of tract No. 1 for \$800.00. As will appear from the within account or audit the two sales together do not amount to enough to pay the mortgage debt after allowance for costs and commissions.

That the within account contains three sections, of which the first deals with the sales of May 28, 1927, of which the second deals with the sale of Nov. 3, 1928, and of which the third deals with the mortgage debt after application thereto of the net proceeds of the several sales.

In the first section J. H. C. Legg, the party making the sales of the cause, is charged with the amount of the sales first made by him, and is thereout allowed his commissions for making the sale, taxes due by Edward K. Everett, one of the mortgagors, at time of the sale, costs of advertising the notice of the sales advertised for May 27, 1927, and order nisi on the sale, amount paid auctioneer for crying first sale, court costs of the cause, costs of vendor's bond for two years, and the fee of the auditor. The balance remaining after these allowances is then distributed to J. H. C. Legg as assignee of the mortgage on account of his mortgage claim, and appears in section three.

In section two of the account the vendor is charged with the amount of the sale of Nov. 3, 1928, and is then thereout allowed his commissions for making the sale, costs of his bond for one year, costs of advertising the second sale and order nisi thereon, taxes on land sold for 1927, and auctioneer's fee. The balance remaining after these allowances is then distributed unto J. H. C. Legg as assignee on account of his mortgage claim and appears in section three of the audit.

In section three the mortgagors are charged with the amount of the mortgage debt (principal, interest and commission) due May 28, 1927, (per mortgage debt statement filed) and then credited with net amount of the first sales (per section 1); they are then charged with interest on the balance to the day of the second sale and are credited as of the day of second sale with net proceeds of second sale (per section 2).

Which is respectfully submitted,

Madison Brown.  
auditor.

Cause No. 2699  
Section 1.

The proceeds of the sale of the mortgaged real estate of Edward K. Everett and Anna L. Everett, his wife, mortgagors, in account with J. H. C. Legg, assignee of the mortgage mentioned in this cause, and as such vendor of the mortgaged real estate reported sold herein.

	Cr.	
1927		
May		
28	By the gross amount of the proceeds of the sale of the real estate described in the first report of sales filed in this cause	
	as Tract No. 3, to wit: the sum of . . . . .	\$ 600.00
	as Tract No. 2, and as Tract No. 5, to wit: . . . . .	400.00
	as Tract No. 4, to wit: the sum of . . . . .	<u>401.00</u>
	Total amount of said sales, to wit: . . . . .	\$1,401.00
<hr/>		
	Dr.	
1927		
May		
28	To J. H. C. Legg, vendor of real estate sold, for his commissions for making sales charged above, per terms of mortgage, to wit: the sum of	\$ 91.25
	To do., for state and county taxes due by Edward K. Everett for year 1925	\$104.10
	for year 1926	<u>98.42</u>
	paid by vendor, per receipted tax account exhibited, to auditor.	202.52
	To do., for the cost of advertising notice of sale and order nisi on sale in Centreville Observer, per receipted account exhibited, to wit: the sum of	113.00
	To do., for amount paid J. E. Anthony for crying sale, per receipted account for same exhibited, to wit: the sum of . . . . .	25.00
	To do., for the Court costs of this cause, per Clerk's statement as follows:	
	Costs of B. H. Turner, Clerk, paid per receipted statement,	\$ 30.25
	Appear. fee of J. H. C. Legg,	<u>10.00</u>
		40.25

To do., for the costs of his bond filed herein for two years paid the corporate surety on said bond, per receipted accounts for same exhibited, to wit:	\$ 40.00	
To do., for the cost of advertising order nisi as to this report and account, to wit: the sum of	3.00	
To Madison Brown, auditor, for stating this account,	<u>13.50</u>	
	\$528.83	
To J. H. C. Legg, assignee of mortgage, on account of his mortgage claim due on day of sale, this balance, which is not sufficient to pay said claim in full, to wit: the sum of . . . . .	<u>872.17</u>	
	\$1,401.00	\$1,401.00

Cause No. 2699  
Section 2.

The proceeds of the sale of the mortgaged real estate of Edward K. Everett and Anna L. Everett, his wife, mortgagors, in account with J. H. C. Legg, assignee of the mortgage mentioned in this cause, and as such vendor of the mortgaged real estate reported sold herein.

1928, Nov. 3.	Cr.
By the gross amount of the mortgage sale of this date, per second report of sales filed in this cause, to wit: sum of . . . . .	\$ 800.00

1928, Nov. 3.	Dr.
To J. H. C. Legg, vendor of the real estate sold in this cause, for his commissions for making the sale charged above, per terms of mortgage, to wit: the sum of . . . . .	\$ 54.50
To do., for the amount paid the corporate surety on his bond filed herein for the cost of the bond for the third year, per account receipted and exhibited to auditor, to wit: the sum of . . . . .	16.00
To do., for the cost of advertising in the Centreville Observer notice of sale charged above and order nisi thereon, per receipted account for same exhibited, to wit:	47.75
To do., for the amount paid to County Treasurer for state and county taxes for 1927 on land sold, per receipted account for same exhibited to auditor, to wit: the sum of	27.80
To do., for the amount paid J. E. Anthony, auctioneer, for crying sale charged above, per receipted account for same exhibited to auditor, to wit: the sum of . . . . .	<u>10.00</u>
	\$156.05
To J. H. C. Legg, assignee of mortgage, on account of his mortgage claim due on day of sale, this balance which is not sufficient to pay the mortgage claim in full, to wit:	<u>643.95</u>
	\$800.00    \$ 800.00

Section 3.  
Statement of Mortgage Debt.

Edward K. Everett and Anna L. <u>Evertt</u> , his wife, mortgagors, to J. H. C. Legg, assignee of mortgage, 1927	Dr.
May 28. To amount of principal debt due by mortgagors to him under mortgage dated April 5, 1917, described in this cause, per statement filed:	\$1400.00
To interest thereon due on day of sale,	<u>159.60</u>
	\$1559.60
To 5 per cent. commissions due J. H. C. Legg, attorney,	<u>77.98</u>
	\$1637.58
Cr: By amount distributed to J. H. C. Legg, assignee, out of sales of May 28, 1927,	<u>872.17</u>
	\$ 765.41
To interest on \$765.41 from May 28/27 to Nov. 3/28	<u>65.69</u>
	\$ 831.10
Cr: By amount distributed to J. H. C. Legg, assignee, out of sale of Nov. 3, 1928,	<u>643.95</u>
Dr: To balance bearing interest from Nov. 3, 1928,	\$ 187.15

Madison Brown  
auditor.

136812

NISI RATIFICATION OF AUDIT

J. H. C. Legg,  
assignee of mortgage,

VS.

Edward K. Everett and  
Anna L. Everett, his wife,  
mortgagors.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CASE NO. 2699.

ORDERED, This 7th day of March 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 5th day of April 1930; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of March 1930, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk

Filed March 7th, 1930.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT.  
Filed April 5th, 1930.

NISI RATIFICATION OF AUDIT.

J. H. C. LEGG, Assignee of Mortgage,

vs.

EDWARD K. EVERETT and ANNA L. EVERETT,  
HIS WIFE, Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY. CASE NO. 2699.

ORDERED, This 7th day of March 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 5th day of April, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 29th 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-March 7th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md. April 4, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of J. H. C. Legg, Assignee of Mortgage vs. Edward K. Everett and Anna L. Everett, Mortgagors a true copy of which is here-to 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 29th. day of March in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

ORDER OF COURT  
Filed April 8th, 1930.

ORDERED ON THIS 7th day of April, in the year, nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby ratified and confirmed, no Cause to the Contrary having been shown although Notice appears to have been given as required by the ORDER RATIFICATION NISI and the Assignee is hereby authorized and directed to pay the several amounts in said Account awarded to the several persons to whom the same are therein allowed by the AUDITOR.

LEWIN W. WICKES

Filed April 8th, 1930.

136812



Cause No. 2711.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty third day of July, in the year nineteen hundred and thirty, the following Bill of Complaint was filed for record, to wit:

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

Jane McC. Rochester Richards,  
versus  
Lillie B. Rochester,  
James Albert Rochester,  
John Henry Rochester,  
John Rochester Richards, infant,  
Thomas Wesley Richards, infant,  
Lillie B. Rochester, as trustee of  
John Henry Rochester.

Cause No.

To the Honorable, the Judges of said Court:

Your oratrix, complaining, says:

1. That John McC. Rochester, late of Queen Anne's County aforesaid, was in his lifetime seized and possessed, inter alia, of the two following described parcels of real estate, to wit:

1. All that lot of land improved by a three story dwelling situated, lying and being in the town of Church Hill in Queen Anne's County aforesaid, on the east side of the street or road passing through said town from Centreville to Chester-town, adjoining the Parsonage Property of The Methodist Episcopal Church, the property of D. E. Hurlock; being the same land granted unto the said John McC. Rochester by Mary C. Hurlock by deed dated January 21, 1913, and recorded in Liber W. F. W. No. 2, fol. 549, a land record book of said county and which property is hereinafter referred to as "The Residential Property".

2. All that lot of land improved by a small dwelling called or known as "Lot No. 34 of the Green Lots" situate, lying and being in the town of Church Hill, in Queen Anne's County aforesaid, on the northeast side of Agnes Street, now occupied by Maggie Clark; being the same land conveyed to the said John McC. Rochester by Patrick Hughes by deed dated February 24, 1897, and recorded in Liber W. H. C. No. 5, fol. 512, a land record book of said county, and which property is hereinafter referred to the "Maggie Clark Property".

2. That the said John McC. Rochester, being so seized and possessed of the above described real estate, departed this life sometime in the month of February, 1918, leaving a last will and testament duly executed to pass real estate, dated April 24, 1917, which was shortly after his death to wit: on the twelfth day of March, 1918, duly admitted to probate by the Orphans' Court of Queen Anne's County; a certified copy of said last will and testament is filed with this bill as part hereof bearing the endorsement "Exhibit No. 1".

3. That as will appear by reference to the said last will and testament the said testator made no specific devise of either parcel of said real estate but after making specific bequests of certain articles of furniture, did give, devise and bequeath by the residuary clause (item 4) of his will the rest, residue and remainder of his property, real and personal in the following manner, to wit:

- a One third thereof unto his wife, S. Virginia Rochester.
- b One sixth thereof unto his daughter, the said Lillie B. Rochester.
- c One sixth thereof unto his son, the said James Albert Rochester.
- d One sixth thereof unto your oratrix, Jane McC. Rochester Richards, his daughter.
- e One sixth thereof unto the said Lillie B. Rochester in trust for the use of said John Henry Rochester for the period of his natural life in such manner as to permit the income to be applied to the maintenance of the said John Henry Rochester the testator's son; and from and after his death then clear of the trust to the child or children of the said John Henry Rochester living at the time of his death, and to the issue then living of any child or children of the said John Henry Rochester then dead, said child or children to take the parent's part; and from and after the death of the said John Henry Rochester in the event of his death without issue to said Lillie B. Rochester, your oratrix and the said James Albert Rochester, the testator's children, and to the issue then living of any of said children as may then be dead, the issue of any of said children as may then be dead to take the share of the deceased parent.

4. That the two parcels of real estate above described passed inter alia unto the residuary devisees named in said will as above set forth as part of the residuary estate and property of the said testator.

5. That the one undivided third part in both the "Residential Property" and the "Clark Property" so devised unto the said S. Virginia Rochester became vested in fee in both your oratrix and the said Lillie B. Rochester under and by virtue of two deeds, one dated February 13, 1919, and recorded in Liber J. F. R. No. 2, fol. a land record book of said county and the other dated April 5, 1927, and recorded in Liber B. H. T. No. 7, fol. 29, a land record book of said county, made by the



said S. Virginia Rochester unto your oratrix and the said Lillie B. Rochester equally; a certified copy of the first mentioned deed endorsed "Exhibit No. 2" and a certified copy of the last mentioned deed endorsed "Exhibit No. 3" are filed with this bill as parts hereof.

6. That the one undivided sixth part in both the "Residential Property" and in the "Clark Property" so devised unto the said James Albert Rochester became vested in fee in your oratrix and the said Lillie B. Rochester equally under and by virtue of two deeds, one dated February 27, 1919, and recorded in Liber J. F. R. No. 2, fol. 76, land record book of said county, and the other dated May 2, 1927, and recorded in Liber B. H. T. No. 7, fol. 29, a land record book of said county; a certified of the first mentioned deed endorsed "Exhibit No. 4" and a certified copy of the last mentioned deed endorsed "Exhibit No. 5" are filed with this bill as part hereof.

7. That under and by virtue of the said last will and testament and of the four deeds above mentioned your oratrix is now seized and possessed of five undivided twelfth parts and the said Lillie B. Rochester is now seized and possessed of five undivided twelfth parts, in, to and of both parcels of real estate above described, and under and by virtue of the said last will and testament the said Lillie B. Rochester as trustee of the said John Henry Rochester is seized and possessed for the period of the life of the said John Henry Rochester in, to and of one undivided sixth part or two undivided twelfth parts in, to and of both parcels of said real estate.

8. That the real estate hereinbefore mentioned and described cannot be divided among the parties entitled thereto and now owning the same as above set forth according to their respective rights therein without loss or injury to them.

9. That your oratrix is a widow and has two children both of whom reside with her in Queen Anne's County aforesaid and both of whom are under the age of twenty one years, one being named John Rochester Richards, born January 15, 1916, and the other being named Thomas Wesley Richards, born February 4, 1918,

10. That the said Lillie B. Rochester, James Albert Rochester and John Henry Rochester are all adults, all unmarried and all reside in Queen Anne's County aforesaid and none have children or other issue living.

11. That your oratrix is advised that she is entitled to have the said real estate sold under a decree of this Honorable Court and a division of the money arising from such sale had among the said parties entitled thereto according to their respective rights.

To the end therefore:

1 That a decree may be passed for the sale of the real estate hereinbefore described.

2 That the proceeds of said sale may be distributed between your oratrix and the said Lillie B. Rochester as owner in her own right and the said Lillie B. Rochester as trustee of John Henry Rochester for the period of the life of the said John Henry Rochester according to their respective rights and interests.

3 That your oratrix may have such other and further relief as her case may require. May it please Your Honors to grant unto your oratrix the writ of subpoena directed to the said Lillie B. Rochester, James Albert Rochester, John Henry Rochester and the said Lillie B. Rochester, trustee of John Henry Rochester under the will of John McC. Rochester, adults, and the said John Rochester Richards and Thomas Wesley Richards, infants, all residing in Queen Anne's County, commanding them and each of them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.,

Madison Brown,  
Solicitor for plaintiff.

EXHIBIT NO. 1  
Filed July 23, 1927.

I, John McC. Rochester, 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 all my estate and property as follows:-

ITEM ONE. I do hereby give and bequeath to my son, James Albert Rochester, my old clock known as a "grandfathers' clock".

ITEM TWO. I do hereby give and bequeath to my son, John Henry Rochester, my old secretary desk known as the "McCleary Deks".

ITEM THREE. I do hereby give and bequeath to my wife, S. Virginia Rochester my bedroom suit of furniture located in the bedroom occupied by me in the house where I reside.

ITEM FOUR. 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 said wife, S. Virginis Rochester, a one-third 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 daughter, Lillie B. Rochester, 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 daughter, Jane McCleary Richards, 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, James Albert Rochester, 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 a one-sixth part of all the said rest, residue and remainder of my said estate and property, real, personal and mixed, to my daughter, Lillie B. Rochester, and her successor and successors in this trust, in trust and confidence, nevertheless, to hold, manage, control, collect, 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 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, John Henry Rochester, for and during the period of his, the said John Henry Rochester's, natural life; and if, in the judgment of the said Lillie B. Rochester, or her successor or successors in this trust, the said net rents, issues, profits, interest and income shall not be sufficient for the proper maintenance, care and support of my said son, John Henry Rochester, I do hereby authorize and empower the said Lillie B. Rochester, and her successor and successors in this trust, to use, expend and apply, in her and their discretion, the entire corpus or principal of the said one-sixth part of said rest, residue and remainder of my estate and property hereby devised and bequeathed in trust as aforesaid, or so much thereof as may, in the judgment and discretion of the said Lillie B. Rochester, or her successor or successors in this trust, be necessary or desirable, from time to time, in, for and to the support, care and maintenance of my said son, John Henry Rochester, the said trustee, and her successor and successors in said trust, to have in view, in using and expending said corpus or principal for said purpose, the welfare and comfort of my said son, John Henry Rochester; and upon the death of my said son, John Henry Rochester, this trust shall cease and terminate; and if at the time of the death of my said son, John Henry Rochester, the said one-sixth part of the rest, residue and remainder of my estate and property, hereby devised and bequeathed by me in trust as aforesaid, or any portion thereof, shall remain unused and unexpended under the power and authority above conferred upon said trustee and her successor and successors in said trust, then from and after the death of my said son, John Henry Rochester, I do hereby give, devise and bequeath the said one-sixth part of the said rest, residue and remainder of my estate and property, or whatever portion thereof may then remain unused and unexpended as aforesaid, to the child or children of my said son, John Henry Rochester, living at the time of the death of my said son, John Henry Rochester, and to the issue, then living, or any child or children of my said son, John Henry Rochester, who may then be deceased, as tenants in common, absolutely and in fee simple, the children 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. In the event my said son, John Henry Rochester, should die without leaving any child or children or any issue of any deceased child or children living at the time of his death, and the said one-sixth part of the said rest, residue and remainder of my estate and property, or any portion thereof, shall then remain unused and unexpended as aforesaid, then from and after the death of my said son John Henry Rochester, so dying without leaving any child or children or any issue of any deceased child or children living at the time of his death, I do hereby give, devise and bequeath all the said one-sixth part of the said rest, residue and remainder of my estate and property, or whatever portion thereof may then remain unused and unexpended as aforesaid, if any of the aforesaid one-sixth part be then remaining unused and unexpended as aforesaid, to the rest of my children, namely:- to Lillie B. Rochester, Jane McCleary Richards, James Albert Rochester, 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 FIVE. I do hereby constitute and appoint my said wife, S. Virginia Rochester, my said son, James Albert Rochester, and my friend, 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 heretofore made by me.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and set my seal this twenty fourth day of April, in the year nineteen hundred and seventeen:-

JOHN McC. ROCHESTER

(SEAL)

Signed sealed, published and declared by John McC. Rochester, 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:-

B. HACKETT TURNER

A. A. M. DEWING

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

On the Second day of March A. D. 1918 came J. Frank Harper, Esq; Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of John McC. Rochester 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 testator John McC. Rochester on or about twenty fourth day of April A. D. 1917.

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 twelfth day of March 1918 came B. Hackett Turner and A. A. M. Dewing, both of Queen Anne's County aforesaid subscribing witnesses to the foregoing last Will and Testament of John McC. Rochester late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator John McC. Rochester sign and seal said Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their names, as witnesses, to said Will, at his request in his presence and in the presence of each other.

Sworn in open court.

Test:

Wm. T. Bishop  
Register of Wills of Queen Anne's  
County, Md.

State of Maryland, Sct:

In the Orphans' Court

for Queen Anne's County:

The foregoing Instrument of Writing, purporting to the last Will and Testament of John McC. Rochester 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 the said deceased, and S. Virginia Rochester, widow of said John McC. Rochester, Lillie B. Rochester, a daughter of said John McC. Rochester and James Albert Rochester, a son of said John McC. Rochester being present 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 twelfth day of March, A. D. 1918 that the same be admitted in this Court as the true and genuine last Will and Testament of the said John McC. Rochester, deceased.

W. Hopper Gibson

Harry Clark

William H. Welch

Judges of the Orphans' Court for  
Queen Anne's County.

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Last Will and Testament of John McC. Rochester, writ probates attached as filed and passed in this office on March, 2nd, 1918 and recorded in Liber W. T. B. No. 1 Folio 129 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 15th day of July 1927

Seal's  
Place.

Wm. T. Bishop  
Register of Wills for Queen Anne's  
County, Maryland.

EXHIBIT NO. 2.  
Filed July 23rd, 1927.

#6892. — QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of February, in the year nineteen hundred and nineteen, the following Deed was brought to be recorded, to wit:

THIS DEED, made this thirteenth day of February, in the year nineteen hundred and nineteen, by Sarah Virginia Rochester, of Queen Anne's County, State of Maryland, but now temporarily in El Paso County, State of Colorado, at the time of the execution of this deed, widow:

WITNESSETH, that for and in consideration of the sum of One Thousand Dollars (\$1,000.00), the receipt of which is hereby acknowledged, the said Sarah Virginia Rochester does hereby grant and convey unto Jane McCleary Richards and Lillie B. Rochester, of Queen Anne's County aforesaid, their heirs and assigns forever, as tenants in common, one undivided one-third part of, in and to all that lot or parcel of land, improved by a three-story frame dwelling house in which the late John Mc. C. Rochester resided at the time of his death, situate, lying and being in the town of Church Hill, in Queen Anne's County, State of Maryland, on the east side of the street or public road leading through said town from Centreville to Chestertown, adjoining on its south side the parsonage property of the Methodist Episcopal Church, on its north side the property of Margaret Rebecca Nickerson, and in the rear the property of D. Edgar Hurlock, formerly of Ira Clark, and having a frontage on said street or public road of eighty seven feet, more or less, being the same land of which John McC. Rochester, late of Queen Anne's County aforesaid, who departed this life sometime in the month of February, nineteen hundred and eighteen, died seized and possessed, the interest and estate in the said land hereby granted and conveyed being that one-third part therein which was devised to the said Sarah Virginia Rochester by the said John Mc. C. Rochester by his last will and testament duly admitted to probate by the Orphans' Court for Queen Anne's County aforesaid and recorded in Liber W. T. B. No. 1, folios 129, etc., a will record book in the Office of the Register of Wills for Queen Anne's County aforesaid; being the same land which was conveyed to the said John McC. Rochester by Mary C. Hurlock by deed bearing date the twenty first day of January, nineteen hundred and thirteen, and recorded in Liber W. F. W. No. 2, folio 549, a land record book for Queen Anne's County.

And the said Sarah Virginia Rochester covenants that she will warrant specially the said property hereby granted and conveyed, and that she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said grantor:-

TEST: J. E. McIntyre.

Sarah Virginia Rochester (SEAL)

STATE OF COLORADO, EL PASO COUNTY, TO WIT:

I hereby certify that on this thirteenth day of February, in the year nineteen hundred and nineteen, before me, the subscriber, a Notary Public of the State of Colorado in and for El Paso County aforesaid, duly commissioned and qualified according to law, personally appeared Sarah Virginia Rochester and she did acknowledge the foregoing Deed to be her 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.

J. E. McIntyre  
Notary Public.

One one dollar Internal  
Revenue Stamp  
S. V. R. 2-13-19.

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, folio 75 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 11th. day of July, in the year nineteen hundred and twenty seven.

B. Hackett Turner Clerk.

EXHIBIT NO. 3.  
Filed July 23rd, 1927.

#12,531. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 11th. day of July, in the year nineteen hundred and twenty seven, the following Deed was brought to be recorded, to wit:

THIS DEED, made this fifth day of April in the year nineteen hundred and twenty seven, between Sarah Virginia Rochester, of El Paso County in the State of Colorado, widow, party of the first part, and Jane McCleary Rochester and Lillie B. Rochester, of Queen Anne's County, State of Maryland, parties of the second part,

WITNESSETH: that for and in consideration of the sum of five dollars, and of divers other good and valuable considerations her therinto moving, the said Sarah Virginia Rochester does hereby grant and convey unto the said Jane McCleary Rochester and Lillie B. Rochester, their heirs and assigns forever, as joint tenants and not as tenants in common, all the one undivided third part of her, the said party of the first part, in, to and of all that lot or parcel of land called or known as "The John McC. Rochester Property" and "Lot No. 34 of the Green Lots", situate, lying and being in or near the town of Church Hill in the Second Election District of Queen Anne's County, State of Maryland, on the north, east, or north-east side of the street or road called "Agnes Street", and improved by a frame dwelling house now in the occupancy of Maggie Clark; bounded on one side by the property formerly of William Hurlock, now of \_\_\_\_\_, on another side by the property of \_\_\_\_\_, and bounded in the rear by the property now of G. V. Hollingsworth, but once of Washington Hynson; being that lot or parcel of land known and distinguished on a plot of land filed June 12, 1886, in Cause No. 748 of the Circuit Court for Queen Anne's County aforesaid wherein John B. Brown et al., are plaintiffs and Maria B. Green et al., are defendants, by the number 34; being the same land described in the deed from Patrick Hughes dated February 24, 1897, and recorded in Liber W. H. C. No. 5, fol. 512, a land record book of Queen Anne's County aforesaid, unto one John McC. Rochester, the husband of the party of the first part, who later died seized and possessed thereof, and upon whose death the said party of the said party of the first part became seized and possessed as his heir at law of the undivided part hereby conveyed.

AND the party of the first part covenants that she will warrant specially the property hereby granted and conveyed and that she will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF the party of the first part does hereunto affix her name and seal day and year above written.

Test: J. E. McIntyre. Sarah Virginia Rochester (SEAL)

State of Colorado, El Paso County, to wit:

I hereby certify that on this Fifth day of April in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Colorado, in and for El Paso County aforesaid, personally appeared Sarah Virginia Rochester above named grantor, and she did acknowledge the foregoing deed to be her act.

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

Notary  
Public  
Seal.

N. Mark Hanna  
Notary Public.

My Commission expires December 26, 1927.

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, folio 29 etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 12th. day of July A. D. nineteen hundred and twenty seven.

B. Hackett Turner Clerk.



EXHIBIT NO. 4.  
Filed July 23rd, 1927.

#6893. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of February, in the year nineteen hundred and nineteen, the following Deed was brought to be recorded, to wit:

THIS DEED, made this twenty-seventh day of February, in the year nineteen hundred and nineteen, by James Albert Rochester, of Queen Anne's County, State of Maryland, single man;

WITNESSETH: that for and in consideration of the sum of Five Hundred Dollars (\$500.00), the receipt of which is hereby acknowledged, the said James Albert Rochester does hereby grant and convey unto Jane McCleary Richards and Lillie B. Rochester, of Queen Anne's County aforesaid, their heirs and assigns forever, as tenants in common, one undivided one-sixth part of, in and to all that lot or parcel of land, improved by a three story frame dwelling house in which the late John McC. Rochester resided at the time of his death, situate, lying and being in the town of Church Hill, in Queen Anne's County, State of Maryland, on the east side of the street or public road leading through said town from Centreville to Chestertown, adjoining on its south side the parsonage property of the Methodist Episcopal Church, on its north side the property of Margaret Rebecca Nickerson, and in the rear the property of D. Edgar Hurlock, formerly of Ira Clark, and having a frontage on said street or public road of eighty seven feet, more or less, being the same land of which John McC. Rochester, late of Queen Anne's County, aforesaid, who departed this life some time in the month of February, nineteen hundred and eightee, died seized and possessed, the interest and estate in said land hereby granted and conveyed being that one-sixth part therein which was devised to the said James Albert Rochester by the said John McC. Rochester by his last will and testament duly admitted to probate by the Orphans' Court for Queen Anne's County aforesaid and recorded in Liber W. T. B. No. 1, folios 129 etc., a will record book in the Office of the register of Wills for Queen Anne's County aforesaid; being the same land which was conveyed to the said John McC. Rochester by Mary C. Hurlock by deed bearing date the twenty first day of January, nineteen hundred and thirteen, and recorded in Liber W. F. W. No. 2, folio 549, a land record book for Queen Anne's County aforesaid.

AND the said James Albert Rochester covenants that he will warrant specially the said property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said grantor:-

TEST: J. McK. Tilghman.

James Albert Rochester (SEAL)

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

I hereby certify that on this twenty seventh day of February, in the year nineteen hundred and nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James Albert Rochester and he did acknowledge the foregoing Deed to be his act.

One Fifty Cent  
Internal Revenue Stamp  
J. A. R. 2-27-

J. McK. Tilghman.  
Justice of the Peace.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 2, folio 76 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 11th. day of July, A. D. ninteen hundred and twenty seven.

Seal's  
Place.

B. Hackett Turner Clerk.

EXHIBIT NO. 5.  
Filed July 23rd, 1927.

#12,530. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 11th. day of July, in the year nineteen hundred and twenty seven, the following Deed was brought to be recorded, to wit:

THIS DEED, made this 2nd. day of May, in the year nineteen hundred and twenty seven, between James Albert Rochester, of Queen Anne's County, State of Maryland, single man, party of the first part, and Jane McCleary Rochester and Lillie B. Rochester, of same place, party of the second part.

WITNESSETH: that for and in consideration of the sum of five dollars, and other valuable considerations him thereunto moving, the payment of which is hereby acknowledged, the said James Albert Rochester does hereby grant and convey unto the said Jane McCleary Rochester and Lillie B. Rochester, their heirs and assigns, as joint tenants and not as tenants in common, all the undivided one sixth part of him, the party of the first part, in, to and all that lot of land called or known as "The John McC. Rochester Lot" and "Lot No. 34 of the Green Lots" situate, lying and being in or near the town of Church Hill in Queen Anne's County, State of Maryland, on the north or northeast or east side of the street or road called "Agnes Street", improved by a frame dwelling house now in occupancy of Maggie Clark, for title see deed from Sarah Virginia Rochester to parties of the second part dated April 5, 1927, and to be filed for record among the land record books of said County.

In Witness whereof the party of the first part does hereunto affix his name and seal day and year above written.

Test: Nelson J. Brown James Albert Rochester (SEAL)

State of Maryland, Queen Anne's County, SCT: I hereby certify that on this 2nd. day of May, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James Albert Rochester and he did acknowledge the foregoing deed to be his act.

In witness whereof I hereunto subscribe my name and affix my seal day and year 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 B. H. T. #7, folio 29 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 12th. day of July, A. D. nineteen hundred and twenty seven.

Seal's  
Place.

B. Hackett Turner, Clerk.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER.  
Filed Aug. 8th, 1927.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's            John Rochester Richards, infant  
Place.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of August next, to answer the complaint of Jane McC. Rochester Richards 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 23rd. day of July, in the year 1927.

Madison Brown

Solicitor for Complainant

B. Hackett Turner, Clerk.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of August next, being the Return Day.

B. Hackett Turner Clerk.

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

I hereby certify that on this 30 day of July, 1927, I did serve the within and foregoing writ on John Rochester Richards, infant, named therein, by reading the same to him and by leaving with Lillie B. Rochester, in whose custody I found said infant a copy of the writ. I ascertained that the father of the infant is dead, that the mother is the plaintiff in the case and is without the county and that there is no legal guardian.

Frank Y. Whiteley

Sheriff of Queen Anne's County.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.  
Filed Aug. 8th, 1927.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO        Seal's  
          Place.

James Albert Rochester

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 Jane McC. Rochester Richards against you in said Court exhibited.

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



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WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of July, 1927  
Issued the 23rd. day of July, in the year 1927

B. Hackett Turner Clerk

Madison Brown

Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of August next, being the Return Day.

B. Hackett Turner, Clerk.

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

Non est.

Frank Y. Whiteley.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER.  
Riled Aug. 8th, 1927.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's  
Place.

John Henry Rochester

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 Jane McC. Rochester Richards 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 23rd. day of July in the year 1927.

B. Hackett Turner Clerk.

Madison Brown

Solicitor for Complainant

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of August next, being the Return Day.

B. Hackett Turner Clerk.

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

I hereby certify that I serve on this 30th day of July, 1927, the within and foregoing writ on John Henry Rochester named therein by reading the said writ to him and that at same time I left with him a copy of the said writ,

Frank Y. Whiteley Sheriff of Queen Anne's County.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER.  
Filed Aug. 8th, 1927.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place. Thomas Wesley Richards, 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 August next, to answer the complaint of Jane McC. Rochester Richards 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 23rd. day of July, in the year 1927.

B. Hackett Turner Clerk.

Madison Brown

Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of August next, being the Return Day.

B. Hackett Turner Clerk

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

I hereby certify that I did serve the within and foregoing writ on this 30th day of July, 1927, upon Thomas Wesley Richards, infant, named in the said writ, by reading the same to him and that at same time I did leave with Lillie B. Rochester, in whose custody I found said infant, a copy of the writ. I ascertained that the mother of the infant is not in the county and that his father is dead and that he has no legal guardian.

Frank Y. Whiteley

sheriff of Queen Anne's County.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.  
Filed Aug. 8th, 1927.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Lillie B. Rochester

Seal's  
Place.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of August next, to answer the complaint of Jane Mc C. Rochester Richards 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 23rd. day of July in the year 1927

Madison Brown  
B. Hackett Turner Clerk.

Solicitor for Complainant

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of August next, being the Return Day.

B. Hackett Turner Clerk.

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

I hereby certify that on this 30th day of July, 1927, I did serve the within and foregoing writ on Lillie B. Rochester named therein by reading the same to her and at the same time leaving with her a copy of the said writ.

Frank Y. Whiteley sheriff of Queen Anne's County.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.  
Filed Aug. 8th, 1927.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO  
Seal's Place. Lillie B. Rochester, as trustee of John Henry Rochester.  
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 Jane McC. Rochester Richards, 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 23rd. day of July, in the year 1927

Madison Brown  
Solicitor for Complainant  
B. Hackett Turner Clerk

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of August next, being the Return Day.

B. Hackett Turner Clerk.

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

I hereby certify that I did on this 30th day of July, 1927, I did serve the within and foregoing writ of summons on Lillie B. Rochester, trustee John Henry Rochester, named therein, by reading the same to her and that I left with her at same time a copy of this writ.

Frank Y. Whiteley.  
sheriff of Queen Anne's County.

PETITION OF PLAINTIFF FOR APPOINTMENT OF GUARDIAN AD LITEM.  
Filed Aug. 8th, 1927.

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

Jane McC. Rochester Richards, plaintiff,  
vs.  
Lillie B. Rochester, et al., defendants.

Cause 2711

To the Honorable, the Judges of said court:

The petition of Jane Mc. Rochester Richards, the plaintiff of the above cause, unto Your Honors respectfully sets forth:

The writs of subpoena heretofore issued in the above cause for John Rochester Richards, infant, and Thomas Wesley Richards, infant, have been duly served and returned by the sheriff of Queen Anne's County, as will appear by reference to the proceedings of this cause.

That your petitioner is the plaintiff and also the mother of the two infants mentioned and that the said infants have no legal guardian residing within the jurisdiction of this court.

That your petitioner is advised that under the facts above set forth it is necessary that a guardian ad litem be appointed in this cause to answer and defend the suit instituted against said infants by the bill filed herein.

Your petitioner therefore prays Your Honors to pass an order appointing some suitable person guardian ad litem for each of said infants and to appear in this cause and defend this suit for them.

Respectfully submitted,

Madison Brown  
attorney for the petitioner.

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

I hereby certify that on this 8 day of August, 1927, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, attorney for Jane McC. Rochester Richards, the plaintiff, and he 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.

B. Hackett Turner

Clerk of Circuit Court for  
Queen Anne's County.

Filed Aug. 8th, 1927.

The foregoing petition has been read and considered. It is thereupon, on this 9th day of August, 1927, ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that W. Purnell Brown be and he is hereby appointed guardian ad litem for John Rochester Richards and Thomas Wesley Richards, infant defendants of above cause, with authority and direction to answer the bill of complaint filed against said infants in above cause and to defend the suit instituted against said infants by said bill for said infants.

Filed Aug. 9th, 1927.

Thomas J. Keating

ANSWER

Filed Aug. 9th, 1927.

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

Jane McC. Rochester Richards,  
versus  
Lillie B. Rochester,  
James Albert Rochester,  
John Henry Rochester,  
John Rochester Richards, infant,

Thomas Wesley Richards, infant,  
Lillie B. Rochester, as trustee of  
John Henry Rochester,

Cause No. 2711.

To the Honorable, the Judges of said Court:

The joint and several answer of Lillie B. Rochester, James Albert Rochester, John Henry Rochester and Lillie B. Rochester, Trustee of John Henry Rochester under the will of John McC. Rochester, to the bill of complaint of Jane McC. Rochester Richards against them and others in this Court in this cause exhibited.

These defendants admit the several matters and things charged in the complainants' bill to be true, and submit to the decree prayed or to such other decree in the premises as may be right.

As as in duty bound, &c.,

LILLIE B. ROCHESTER

JAMES ALBERT ROCHESTER

HARRY ROCHESTER

LILLE B. ROCHESTER, TRUSTEE OF JOHN  
HENRY ROCHESTER UNDER THE WILL OF  
JOHN MCC. ROCHESTER.

ANSWER OF JOHN ROCHESTER RICHARDS AND  
THOMAS WESLEY RICHARDS, INFANTS, BY  
THEIR GUARDIAN AD LITEM.  
Filed Aug. 9th, 1927.

JANE McC. ROCHESTER RICHARDS,  
Plaintiff,

vs.

LILLIE B. ROCHESTER, ET AL.,  
Defendants.

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

Cause No. 2711.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John Rochester Richards and Thomas Wesley Richards, infants under the age of twenty one years, by William Purnell Brown, their Guardian Ad Litem, to the Bill of Complaint of Jane McC. Rochester Richards against them in the above entitled cause say:

That these Defendants cannot admit any of the matters and things alleged in said Bill of Complaint, and each being an infant of tender years, submit their rights to the protection of this Honorable Court.

William Purnell Brown  
Guardian ad Litem.

STATE OF MARYLAND,  
QUEEN ANNE'S COUNTY,

TO WIT:

I HEREBY CERTIFY that on this Ninth day of August, in the year nineteen hundred and twenty seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William Purnell Brown, 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 Aug. 9th, 1927.

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## TESTIMONY

Filed Aug. 10th, 1927.

Jane McC. Rochester Richards,

Vs.

Lillie B. Rochester, James Albert Rochester,  
John Henry Rochester, John Rochester Richards,  
infant, and Lillie B. Rochester, as trustee of  
John Henry Rochester, and Thomas Wesley Richards,  
infant.

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

No. 2711.

To the Honorable, the Judges of said Court:

The answers of the respective defendants to the Bill of Complaint filed in the above entitled cause having been filed in said Court and subject matter of said cause being at issue, the subscriber, one of the regular Examiners for this Honorable Court, having been notified by the Plaintiff's Attorney of their desire to take testimony in said Cause, did attend at my office in the town of Centreville, Queen Anne's County, State of Maryland, on the Ninth dao August, in the year Nineteen hundred and twenty seven, at the hour of eleven o'clock a. m. and in the presence of Madison Brown, attorney for the Plaintiff, Harper and Horney, Counsel for all of the Defendants, having orally waived their right to be present, proceeded to take the following testimony, to wit:

Lillie B. Rochester, the first witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:

1st Int. State your name, residence and occupation?

Ans. My name is Lillie B. Rochester, I reside in Churchill, Queen Anne's County, Maryland, and I work in the Sunset Pharmacy, in Centreville, Queen Anne's County, Maryland.

2nd Int. State if you knew any of the parties to this suit, and if yea, which of them.

Ans. I am one of the Defendants. The Plaintiff is my sister. James Albert Rochester and John Henry Rochester are my brothers. John Rochester Richards and Thomas Wesley Richards are the children of the Plaintiff.

3rd. Int. Were you or not acquainted with one John McC. Rochester, late of Queen Anne's County and if so state whether he is living or dead and if dead when and where did he die and if dead state, whether or not he left a last will and testament?

Ans. I knew him for he was my Father and the Father of the Plaintiff and of my two brothers. He died in the month of February, 1918. He left a will which has been admitted to probate before the Orphans Court for Queen Anne's County, Md.

4th. Int. I new hand you a paper writing filed with the Bill in this case and marked Exhibit #1. Please examine it and state what it is?

Ans. It is a certified copy of my father's will fir I am familiar with it.

5th. Int. What real estate did your father die siezed and possessed of?

Ans. He left a farm which has nothing to do with this case and two other properties which are described in the Bill of complaint. One property is a lot of land improved by three story frame dwelling, situated in Church Hill, Md, on the east side of the street or road passing through the town from Centreville to Chestertown. This property is bounded on one side by the Parsonage property of the M. E. Chuch, on the other side by the property of Martha Nickerson. It was dedeed to my father by Mary C. Hurlock. The lot is only an ordinary building lot and most of it is taken up by the dwelling and back buildings. I find this property is described in the Bill of Complaint as a residential property. He left another small lot of land in or near Church Hill, Md, which is known as Lot #34, of the Green lots, I find this property is called in the Bill of Complaint, the Maggie Clark property; the land is a small building lot and has a small frame dwelling called the Maggie Clark property, A colored woman by the name of ~~the~~ Maggie Clark lives there.

6th. Int. What disposition if any, did your father, in his will make of the property calle the Residential property and the Maggie Clark property.

Ans. These properties passed under Item 4, of his will as a part of his residuary estate; as follows; One third to his wife, S. Virginia Rochester, one sixth to me, one sixth to my sister Jane, the plaintiff, one sixth to my brother James Albert Rochester and one sixth to me as Trustees for my brother John Henry Rochester. This will all appear by reference

to the will.

7th. Int. Please state who now own these two properties?

Ans. After the will was probated S. Virginia Rochester deeded the one third of these properties which she got under the will of my father, unto me and my sister Jane in equal parts and my brother James Albert Rochester, deeded to my sister Jane and to me in equal parts the one sixth of these properties he got under the will of his father. As both Jane and myself still have what we got under the will each of us now have under the will and under these deeds five undivided twelfth parts in each property and I have as Trustee of John Henry Rochester the one undivided sixth part or the two twelfth parts he got under the will of his father.

S. Virginia Rochester made two deeds to us, the first for her one third interest in the Residential Property and the other for her one third interest in the Maggie Clark property.

James Albert Rochester, made two deeds to us, the first, for his one sixth interest in the Residential property and the other for his one sixth interest in the Maggie Clark property.

8th. Int. I now hand you two paper writings which have been filed with the Bill of Complain one marked exhibit #2 and the other marked Exhibit #3?

Ans. They are certified copies of the deeds given by S. Virginia Rochester or Sarah Virginia Rochester to my sister and myself of which I have spoken above.

9th. Int. I now hand you two paper writings which have been filed with the Bill of Complaint. One marked Exhibit #4, and the other Exhibit #5; Please examine them and state what they are?

Ans. Exhibit #4, is a certified copy of the deed which my brother James Albert Rochester, gave my sister and myself for the Residential property and the other is a certified copy of the deed which he gave my sister and myself the Maggie Clark property.

10th. Int. State the value, in your estimation, of each of the properties you have been describing, both the Residential and the Maggie Clark properties?

Ans. The Residential property is worth \$4000.00 and the Maggie Clarks property property is worth about \$400.00.

11th. Int. State whether or not the Residential property and the Maggie Clark property described by you or either of them can be divided among the parties thereto and now owning the same as described you in your answer to the 7th, interrogatory above according to their respective rights therein, without loss or injury to them and give your reasons for your answer?

Ans. Neither property can be so divided. As a matter of fact neither of the properties could be divided in two equal parts, without loss or injury, for a division of either lot of land would call for cutting houses apart.

12th. Int. According to your father's will, he left four children, yours self, your Sister Jane, the Plaintiff, you brother James Albert Rochester and your brother John Henry Rochester. Please state which of these children are married or have been married and which have legal issue now living?

Ans. I am a single woman and have never been married and of course have no issue living, Both of my brothers are singlemen and have never been married and of course have no legal issue living. My sister Jane McC. Richards has been married but her husband is dead and she is now a widow. Two children only were born of this marriage and both are now living in Queen Anne's County. One is named John Rochester Richards and he was born January 15th, 1916, and the other is named Thomas Wesley Richards, and he was born February 4th, 1918. Neither have a legal guardian.

13th. In whose custody are these children now and in whose custody have they been since July 23rd, 1927, the date the Bill was filed.

Ans. Their Mother from the day before the Bill was filed to the present time has been out of the County and the children have been with her, except on the 30th and 31st days of this year. On these days they were in Queen Anne's County, in my custody and charge.

14th. Examinder's special.

Ans. I do not, except that it would be to the interest of all the parties to have this property sold and the proceeds divided among them.

LILLIE B. ROCHESTER.



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

1st. Int. State your name, residence and occupation?

Ans. My name is Edwin Stephens Valliant, I reside on Chesterfield Avenue, Centreville, Queen Anne's County, Maryland, and my occupation is Fertilizer Manufacturer.

2nd. Int. Are you or not acquainted with any of the parties to this suit; If yea state which of them and how long you have known them?

Ans. I have known all of them all their lives.

3rd. Int. Were you or not acquainted with one John Mc C. Rochester, late of Queen Anne's County, deceased, and if so state whether not he is living or dead and if dead when and where did he die?

Ans. I was well acquainted with him. He died in Church Hill in 1918.

4th. Int. State whom he left surviving him at the time of his death as heirs at law?

Ans. He left a widow, Sarah Virginia Rochester and four children, Jane McC. Rochester Richards, Lillie B. Rochester, James Albert Rochester and John Henry Rochester, all parties to this suit.

5th. Int. You have named four children as surviving John McC. Rochester. Which of them are married or have been married and which of them have legal issue now living?

6th. Int. Lillie B. Rochester, James Albert Rochester and John Henry Rochester, are single and have never been married, none these three have legal issue. Jane McC. Rochester Richards has been married but it now a widow, two children were born to her during this marriage, their names are John Rochester Richards Thomas Wesley Richards, both of these are infants and live with their Mother in Queen Anne's County, Md.

7th. Int. What real estate if any, did the said John McC. Rochester own at the time of his death?

Ans. He left a farm which I am told is not concerned in this case. He left a house and lot in Church Hill, Queen Anne's County, Md. on the east side of Main Street; this property is bounded on one side by the Parsonage property of the M. E. Church and on the other side by the property of Margaret R. Nickerson. The house is a three story dwelling in which Mr. Rochester lived at the time of his death. He also left a lot in the colored section of the town known as New Town, on Agnes Street, this has a small house occupied by colored people.

8th. Int. The Bill of Complaint states that Lillie B. Rochester and Jane McRochester Richards, each own five undivided twelfth parts of each property and that Lillie B. Rochester as Trustee under the will of her father of John Henry Rochester owns two undivided twelfth parts of each property. Assuming that this ownership is correctly stated, state whether or not, in your opinion, said properties or either of them can be divided among the parties so entitled thereto, as stated in the Bill, according to their respective rights therein, without loss or injury to them?

Ans. Neither of said properties can be so divided. Each lot of land is small and each house takes up a great deal of each lot. Neither property could be divided into two equal parts, for this could not be done without cutting the houses in parts and of course this would result in a loss.

9th. Int. Examiner's special.

Ans. I do not.

E. Stephens Valliant.

The Plaintiff, during the Examination of Lillie B. Rochester, filed with your Examiner, five paper writings, marked respectively, Exhibit #1, Exhibit #2, Exhibit #3, Exhibit #4, and Exhibit #5, heretofore filed with Bill of Complaint and asks that same be taken as 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 Exhibits as above set forth and certifies that he was engaged as such Examiner two days and examined two witnesses, making costs chargeable to Plaintiff as follows:



Lillie B. Rochester,  
E. Stephens Valliant,  
Chas. E. Tucker,

Witness	\$ .75
"	.75
Examiner	<u>8.00</u>
Total	\$ 9.50

Respectfully submitted.

Chas. E. Tucker

Examiner.

AGREEMENT TO SUBMIT PAPERS FOR  
DECREE WITHOUT ARGUMENT.  
Filed Aug. 24th, 1927.

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

Jane McC. Rochester Richards,

versus

Lillie B. Rochester, et al.

Cause 2711.

It is hereby agreed that the papers and proceedings of this cause shall be submitted to the Court for a decree as prayed in the bill without argument.

Madison Brown,  
attorney for the plaintiff, Jane McC.  
Rochester Richards.

Harper & Horney  
attorneys for Lillie B. Rochester,  
James Albert Rochester,  
John Henry Rochester,  
Lillie B. Rochester, trustee for  
John Henry Rochester.

Wm. Purnell Brown  
guardian ad litem for  
John Rochester Richards, infant,  
Thomas Wesley Richards, infant.

AGREEMENT TO SUBMIT PROCEEDINGS  
OF CAUSE FOR DECREE WITHOUT ARGUMENT.  
Filed Aug. 24th, 1927.

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

Jane McC. Rochester Richards,

versus

Lillie B. Rochester and others.

Cause No, 2711.

To the Honorable, the Judges of said Court:

It is hereby agreed that the proceedings in the above entitled cause shall be submitted for decree without argument.

Madison Brown  
attorney for plaintiff.

H36812

Harper & Horney

attorneys for Lillie B. Rochester  
James Albert Rochester, John Henry  
Rochester, and Lillie B. Rochester  
trustee for John Henry Rochester un-  
der the will of John McC. Rochester, de-  
fendants.

Wm. Purnell Brown

guardian ad litem for  
John Rochester Richards,  
Thomas Wesley Richards,  
infant defendants.

## DECREE

Filed Aug. 26th, 1927.

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

Jane McC. Rochester Richards,  
versus  
Lillie B. Rochester,  
James Albert Rochester,  
John Henry Rochester,  
John Rochester Richards, infant,  
Thomas Wesley Richards, infant,  
Lillie B. Rochester, trustee of  
John Henry Rochester.

Cause

2711.

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

It is thereupon, this twenty fifth day of August, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of said Court, adjudged, ordered and decreed

1st: That the real estate in the proceedings mentioned be sold for the purpose of partition between the parties.

2nd: That J. Frank Harper and Madison Brown be and they are hereby appointed trustees to make said sale, and the course and manner of their proceedings shall be as follows:

They shall first file with the clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland to be executed by themselves with a surety or sureties to be approved by this Court or the said clerk in the penalty of forty five hundred dollars, if the surety on said bond be a corporation duly authorized to become sole surety on bonds of trustees, or in the penalty of nine thousand hundred dollars if the surety or sureties on said bond be a person or persons, conditioned for the faithful performance of the trust reposed in them by this decree or which may be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least twenty days previous notice by advertisement inserted in some newspaper published in Queen Anne's County, State of Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

One third of the purchase money to be paid in cash at the time of the sale and the balance of the purchase money to be paid in two equal instalments payable in one and two years from the day of sale, with interest from the day of sale, the deferred payments to be secured by the notes of the purchaser or purchasers with security thereon to be approved by the said trustees; or the said balance of the purchase money to be paid in cash at option of the purchaser on final ratification of sale with interest from day of sale.

And as soon as may be convenient after any such sale or sales, the said trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of said sale or sales, annexed, and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money, (and not before,) the said trustees, by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person

or persons claiming vy, from or under them or any of them. And the said trustees shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such 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.

W. H. Adkins.

CERTIFIED COPY OF BOND  
Filed Sept. 10th, 1927.

Queen Annes County, to wit: Be it remembered that on the tenth day of September, in the year Nineteen Hundred and twenty seven, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, THAT WE, J. Frank Harper and 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, duly authorized to become the sole surety on the bonds of trustees, are held and firmly bound unto the State of Maryland in the full and just sum of Forty Five Hundred Dollars, lawful money of the United States of America, to be paid to the said State of Maryland or to its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

SEALED with our seals and dated this tenth day of September, in the year nineteen hundred and twenty seven.

WHEREAS by a decree of the Circuit Court for Queen Anne's County sitting as a Court of Equity, bearing date on the twenty fifth day of August in the year nineteen hundred and twenty seven, and passed in a cause in said Court bearing the number 2711 and wherein Jane McC. Rochester Richards is the complainant and Lille B. Rochester and others are the defendants, the above bounden J. Frank Harper and Madison Brown have been appointed trustees to make sale of certain real estate in the proceedings in said cause mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden J. Frank Harper and Madison Brown do, and shall, well and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to remain in full force and virtae in law.

Signed, sealed  
and delivered  
in the presence  
of

Wm. R. Horney

Countersigned  
J. Lemuel Roberts

J. FRANK HARPER (SEAL)

MADISON BROWN (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK

BY Madison Brown  
Its attorney in fact.

Seals  
Place

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

Security approved and Bond filed September 10th, 1927  
B. Hackett Turner, Clerk

State of Maryland, Queen Annes County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, folios 330, &c., a Bond Record Book for Queen Annes County.

Notary  
Public  
Seal.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Annes County this 10th day of September 1927.

B. Hackett Turner, Clerk.

REPORT OF SALES  
Filed Sept. 19th, 1927.

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

Jane McC. Rochester Richard  
versus  
Lillie B. Rochester, et al.

Cause No. 2711.

To the Honorable, the Judges of said Court:

The report of J. Frank Harper and Madison Brown, trustees appointed by the decree passed in this cause to make sale of certain real estate therein described, shows:

That prior to the day of sale hereinafter named they filed with the clerk of said court a bond to the State of Maryland in the penalty of forty five hundred dollars with a corporation duly authorized to become sole surety on such bonds as surety thereon conditioned for the faithful discharged of their trust, as provided by said decree, which bond the said clerk duly approved.

That prior to the day of the sale hereinafter mentioned tye gave notice of the time, place, manner and terms of the sale hereinafter mentioned by advertisement in The Centreville Observer, a weekly newspaper published in said county, for more than twenty days before the day of said sale, the said advertisement being inserted in the editions of said paper appearing on the following dates, to wit: August 27, September 3, September 10, and September 17; a copy of said advertisement duly certified by the publishers of said paper as to its publications is filed herewith as part hereof.

That pursuant to said notice of sale they did atend in front of the Church Hill Bank in the town of Church Hill, in Queen Anne's County, State of Maryland, on Saturday, September 17, 1927, at the hour of three o'clock P. M., and then and there proceeded to sell said real estate as follows, to wit:

In the firstplace your trustees offered at public sale to the highest bidder all that lot of land situated, lying and being in The Second Election District of Queen Anne's County, State of Maryland, in the section called "New Town", a suburb of Church Hill aforesaid, and on the street or road called "Agnes Street" and improved by a small frame dwelling house now in the tenancy of Maggie Clark, and sold the same to William G. Daniels, he being then and there the highest bidder therefor, at and for the sum of four hundred and fifty five dollars. The said purchaser has paid to your trustees on account of the said purchase money one hundred and fifty five dollars but has made no further compliance with the terms of sale. This property was offered and sold under the following terms in addition to the advertised terms of sale, to wit: that the purchaser would receive full possession on January first next; that until that date Maggie Clark, present tenant, would have the right to occupy the property; that the monthly rental, now paid by said tenant, the state and county taxes of current year and costs of insurance now on said property would be adjusted with the purchaser as of September 15, 1927.

That in next place your trustees offered at public sale to the highest bidder all that property called or known as "The John McC. Rochester Residential Property" situate, lying and being in the town of Church Hill aforesaid, between the Parsonage Property of the Methodist Episcopal Church and that of Margaret Rebecca Nickerson, improved by a frame dwelling house, more particularly described in the bill of complaint, and sold the same unto Jane McC. Rochester Richards and Lillie B. Rochester, they being then and there the highest bidders therefor, at and for the sum of three thousand dollars.

These purchasers have made no compliance with the terms of sale but will be entitled to ten-twelfths of the net proceeds of the sale of said property.

Which is respectfully submitted,

J. Frank Harper

Madison Brown

trustees.

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

I hereby certify that on this nineteenth 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 J. Frank Harper and Madison Brown, trustees, and they made oath in due form of law that the matters and things stated in the foregoing report are true, to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Filed September 19th, 1927.

B. HACKETT TURNER, Clerk.

CERTIFICATE OF ADVERTISEMENT  
OF SALE.  
Filed Sept. 19th, 1927.

TRUSTEES' SALE  
OF  
PROPERTY  
in Church Hill

By virtue of a decree of the Circuit Court for Queen Anne's County in Equity in the cause in said court wherein Jane McC. R. Richards is plaintiff and Lillie B. Rochester and cothers are defendants, the undersigned trustees will sell at public sale to the highest bidder in front of the Church Hill Bank in the town of Church Hill, Queen Anne's County, Maryland, on Saturday, Sept. 17, '27 at the hour of three o'clock p. m., the following described property:

FIRST-All that property known as "THE JOHN McC. ROCHESTER RESIDENTIAL PROPERTY" situate on the east side of Main Street in town of Church Hill, Maryland, adjoining on side the Parsonage Property of the Methodist Episcopal Church and on the other side the property Margaret Rebecca Nickerson.

Improvements consist of a three-story FRAME DWELLING HOUSE meat house, coal house, wood house, hen house and barn. The house contains nine rooms, halls and cellar. The barn contains two garages, stalls, corn crib, feed room and loft. There is a nice garden in the rear.

This property makes a most desirable and convenient home.

SECOND:-All that lot of land situate on north-east side of Agnes street in that part of Church Hill known as "New Town", improved by a frame dwelling house now occupied by Maggie Clark. This lot has a frontage of sixty feet and a depth of about 13 feet.

TERMS OF SALE-One third of the purchase money to be paid at the time of the sale, and balance of purchase money to be paid in two equal installments, payable in one and two years from the day of the sale, the deferred payments to bear interest from day of sale and to be secured by the notes of the purchasers with security to be approved by the undersigned trustees; purchasers to have option to pay said balance of purchase money on final ratification of sale, with interest from day of sale. Further particulars made known on day of sale.

J. FRANK HARPER

MADISON BROWN,  
Trustees.

James W. Anderson, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md. Sept. 19, 1927

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's sale in the case of Jane McC. R. Richards vs. Lillie B. Rochester a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks in editions of this newspaper, appearing Aug. 27, Sept. 3, Sept. 10th, Sept. 17th. in the year 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

Filed Sept. 19th, 1927.

N I S I

Jane Mc. Rochester Richards

VS.

Lillie B. Rochester, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY No. 2711.

ORDERED, This 24th day of September A. D., 1927, that the sale of the real estate made and reported in this cause by J. Frank Harper and Madison Brown Trustees, be ratified and confirmed, unless cause to the contrary there-

of be shown on or before the 5th 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 5th day of November next.

The Report states the amount of sales to be \$3455.00.

B. Hackett Turner Clerk.

Filed September 19th, 1927.

N I S I

Jane McC. Rochester Richards

VS.

Lillie B. Rochester, et al.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CHANCERY No. 2711.

ORDERED, This 19th day of September A. D., 1927, that the sale of the real estate made and reported in this cause by J. Frank Harper and Madison Brown Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 26th day of October next.

The Report states the amount of sales to be \$3000.00.

B. Hackett Turner Clerk.

Filed September 19th, 1927.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI.  
Filed Jan. 16th, 1928.

NISI

JANE McROCHESTER RICHARDS  
vs.  
LILLIE B. ROCHESTER, ET AL

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

CHANCERY NO. 2711.

Ordered, This 24th day of September, A. D. 1927, that the sale of the real estate made and reported in the cause by J. Frank Harper and Madison Brown, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of November, next.

The report states the amount of sales to be \$3,455.00.

B. HACKETT TURNER, Clerk.

True copy-Test:

B. HACKETT TURNER, Clerk.

Filed September 24th, 1927.

THE CENTREVILLE OBSERVER

Centreville, Md. December 6, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Jane McRochester Richards vs. Lillie B. Rochester, et al. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the fifth day of November in the year 1927.

THE GWNTREVILLE OBSERVER PUBLISHING CO.  
By Bertha G. Durney.

## ORDER OF COURT

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

Jane McC. R. Richards

vs.

Lilly B. Rochester et al.

Ordered, this 16th day of January, 1928, by the Circuit Court for Queen Anne's County, in Equity, that the sales made and reported by Madison Brown and J. Frank Harper, trustees, set forth and described in the report of sales foregoing be and the same are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the order nisi or conditional order heretofore passed in relation to the said sales.

Thomas J. Keating.

It appearing that Madison Brown, one of the trustees of the above cause, is also the auditor of the court.

It is on this 14th. day of November, 1928, ordered, that the papers and proceedings of the within and foregoing mentioned cause be and the same are hereby referred to Edwin H. Brown Jr, as special auditor, with instructions to him to state an account or audit between the proceeds of sale of the cause and the trustees making the sale, and return said account or audit to this court in due manner.

Thomas J. Keating.

REPORT AND ACCOUNT OF THE AUDITOR.  
Filed Nov. 14th, 1928.

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

Jane McC. Richards

vs.

Lillie B. Rochester et al.

Cause No. 2711.

To the Honorable, the Judges of said Court:

The report of Edwin H. Brown, jr., to whom the papers in the above cause have been referred for an account, unto Your Honors respectfully sets forth:

That in the within account J. Frank Harper and Madison Brown, the trustees of the cause, are charged with the amounts of the two sales made by them, and then are allowed thereout their commissions per rule of court, the court costs of the cause, the cost of advertising the sale and the several orders nisi of the cause, the auctioneer's charges, the cost of their bond and the fee of the auditor.

That the balance of the sales remaining after these allowances is the amount to be distributed unto the parties owning the property at the time of the decree.

That it appears from the bill of complaint and the testimony that Jane McC. Richards owned five undivided twelfth parts and is, therefore, entitled to five twelfth parts of the net sales and that Lillie B. Rochester then owned the same proportion of said property and is entitled to the same proportion of the net sales and in the within account the two persons named receive each five twelfths of the net sales.

That from the examination of the will of John McC. Rochester filed in this cause, he, by said will devised one-sixth part or two-twelfth parts of the property sold unto his daughter, Lillie B. Rochester, in trust for his son, John Henry Rochester, for his life with the right on her part to expend the principal devised for the benefit of the said John Henry Rochester, if in her judgment, such expenditure should become necessary or desirable; the testator then devised the principal re-



maining unexpended at the death of the life tenant unto other persons.

The terms of the devise unto the other persons is too lengthly to set out in the within account and in this report, so the auditor respectfully calls the attention of the court to sub-item five of item three of the will.

That from the bill and the testimony the title of this part of the property sold so devised unto Lillie B. Rochester in trust as aforesaid was at the time of the decree vested in said Lillie B. Rochester as said trustee under the terms set forth in said item and, therefore, in the within account two telfths of the net sale are distributed unto her as such trustee under the trust mentioned.

Respectfully submitted.

Edwin H. Brown, Jr.

special auditor.

Cause 2711.

The proceeds of the sales of the real estate of Jane McC. Rochester Richards, Lillie B. Rochester, John Henry Rochester and others in account with J. Frank Harper and Madison Brown, trustees for the sale of said real estate, under the decree of this cause.

1927 Sept. 17	Cr.		
	By amount of the gross sale of the "John McC. Rochester Property", per report of sales filed, to wit: the sum of . . . . .	\$ 3,000.00	
	By amount of the gross sale of the "Clark Property" per said report of sales, to wit: sum of . . . . .	<u>455.00</u>	
	Total amount of sales . . . . .	\$ 3,455.00	
	Dr.		
" "	To J. Frank Harper and Madison Brown, trustees, for their commissions making sales, sum of	\$183.20	
	To do., for the court costs of this cause per bill of costs of Clerk as follows:		
	Costs of B. H. Turner, Clerk,	\$36.25	
	Appear. fee, plaintiff's attorney,	10.00	
	Appear. fee, defendant's attorney,	10.00	
	Costs of F. Y. Whitely, sheriff,	3.00	
	Costs of W. T. Bishop, Register,	3.50	
	Costs of C. E. Tucker, examiner,	9.50	
	Witness' fees	<u>1.50</u>	73.75
	To do., for costs of advertising the sale and order nisi thereon in Centreville Observer, per receipted account for same exhibited, to wit: the sum of . . . . .		45.50
	To do., for costs of advertising the order nisi to be passed as to this account, sum of		3.00
	To do., for the charges of W. J. Anderson for crying the sales to be paid him, to wit: sum of		10.00
	To do., for the costs of their bond with corporate surety thereon filed herein for two years, per receipted account for same exhibited, to wit: sum of		23.50
	To Edwin H. Brown, jr., special auditor, for stating this account, the sum of		9.00
	To balance carried below for distribution, sum of	<u>\$3,107.05</u>	
		\$3,455.00	\$ 3,455.00



1136812

Cause 2711.  
Cr.

By balance brought forward, to wit: the sum of \$ 3,107.05

Dr.

To Jane McC. Rochester Richards,  
5/12 of said balance, to wit: the sum of \$ 1,294.60

To Lillie B. Rochester,  
in her own right,  
5/12 of said balance, to wit: the sum of 1,294.60

To Lillie B. Rochester,  
trustee under will of John McC. Rochester,  
for the use of John Henry Rochester for  
the period of his life with remainder to  
others in accordance with the provisions  
of sub-item five of item four of said last  
will and testament,  
2/12 of said balance, to wit: the sum of 517.85

\$ 3,107.05 \$ 3,107.05

November 14, 1928.

Edwin H. Brown, Jr.  
special auditor.

NISI RATIFICATION OF AUDIT

Jane McC. Richards

VS.

Lillie B. Rochester et al.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

CASE NO. 2711.

ORDERED, This 14th day of Nov. in the year nineteen hundred and 28 that the Report and Account filed in these proceedings by Edwin H. Brown, Jr. Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of December 1928; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of December 1928 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk.

Filed Nov. 14th, 1928.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT.  
Filed December 15th, 1928.

NISI RATIFICATION OF AUDIT

Jane McC. Richards

vs.

Lillie B. Rochester, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2711.

Ordered, This 14th day of November, in the year nineteen hundred and twenty eight that the Report and Account filed in these proceedings by Edwin H. Brown, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of December, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of December, 1928 in some newspaper printed and published in Queen Anne's county.

B. HACKETT TURNER, Clerk.  
True Copy  
Test: B. HACKETT TURNER, Clerk.  
Filed Nov. 14, 1928.

THE CENTREVILLE RECORD

Centreville, Md. Dec. 15, 1928

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the case of Jane Mc.Richards vs. Rochester et al cause #2711 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 1st day of Dec. in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

ORDER OF COURT  
Filed Dec. 19th, 1928.

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

Jane McC. Richards,

vs.

Lillie B. Rochester.

)  
)  
)  
)

Cause No. 2711.

Ordered, on this 15th day of December in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's, County, sitting as a court of Equity, and by the authority of said court that the within and aforegoing 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 it appears that notice has been given as directed by the order nisi passed November 14, 1928, in said cause in relation to said account, and J. Frank Harper and Madison Brown, the trustees of said cause, be and the same are hereby directed to apply (except as to the amount distributed to Lillie B. Rochester, trustee for the use of John Henry Rochester) in accordance with said report and account, with a due proportion of the interest received and to be received on the credit sales to the commissions of the trustees and to the shares of the distributees.

AND it is further ordered that the sum of five hundred seventeen dollars and eighty five cents distributed by said account unto Lillie B. Rochester, trustee for the use of John Henry Rochester, be held by said J. Frank Harper and Madison Brown, together with any interest due thereon, subject to the further order of this court.

THOMAS J. KEATING

Filed Dec. 19th, 1928.

PETITION TO HAVE JOHN A. CLARK  
SUBSTITUTED AS PURCHASER IN  
PLACE OF WILLIAM G. DANIELS.  
Filed Nov. 28th, 1928.

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

Jane Mc. Richards

vs.

Lillie B. Rochester et al.

)  
)  
)

Cause No. 2711.

To the Honorable, the Judges of said Court:

The petition of William G. Daniels of Church Hill, and of John A. Clark, of the same place, unto Your Honors respectfully sets forth:

That as will appear by reference to the report of sales filed in the above entitled cause, the said William G. Daniels became at the sale therein mentioned the purchaser of the property in said report of sales described as follows: all that lot of land situate in the Second Election District of Queen Anne's County in the State of Maryland, in the section called Newtown, a suburb of Church Hill and on the street or road called "Agnes Street", and improved by a small dwelling house, now occupied by Maggie Clark, at and for the sum of four hundred fifty five dollars.

That the said William G. Daniels has settled in full the entire purchase money, but has received no deed for the property from the trustees as yet.

That it has been agreed between William G. Daniels and John A. Clark that the said John A. Clark should be substituted as purchaser of said property in the place and stead of William G. Daniels, the said John A. Clark having furnished the said William G. Daniels the entire purchase money, which William G. Daniels having in fact bought the property for the said John A. Clark.

Your petitioners, therefore, prays Your Honors to pass an order substituting the said John A. Clark as purchaser of said property in the place and stead of the said William G. Daniels, and directing the trustees, making the sale, to convey said property by a deed unto the said John A. Clark.

Which is respectfully submitted.

WILLIAM G. DANIELS

JOHN A. CLARK.

We, the undersigned, the trustees of the above entitled cause, do hereby agree that the court shall pass the order prayed for.

MADISON BROWN

J. FRANK HARPER

Filed November 28th, 1928.

Ordered, on this 30th 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 of William G. Daniels and John A. Clark and the consent thereunto annexed of the said trustees, selling the property, through the decree filed in the above entitled cause, that John A. Clark, be and he is hereby substituted as purchaser of the property in the place and stead of William G. Daniels, and the trustees are authorized, empowered and directed to convey said property unto the said John A. Clark in the place and stead of the said William G. Daniels and as fully and as effectually if the said John A. Clark had been the original purchaser, provided that the entire purchase money has been fully paid.

THOMAS J. KEATING

Filed Nov. 30th, 1928.

PETITION OF LILLIE B. ROCHESTER, TRUSTEE  
OF JOHN HENRY ROCHESTER, FOR THE PAYMENT UNTO  
HER OF \$517.85 DISTRIBUTED UNTO HER BY THE  
AUDIT FILED NOVEMBER 14, 1928.  
Filed July 20th, 1929.

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

Jane McC. Richards,  
vs.  
Lillie B. Rochester, et al.

CHANCERY CAUSE  
2711.

To the Honorable, the Judges of said Court:

The petition of Lillie B. Rochester, as the trustee under the will of John McC. Rochester, for the use of John Henry Rochester for his life with remainder to the others set forth in provision of sub-item 5 of item 4 of the last will and testament of John McC. Rochester aforesaid filed in said cause, unto Your Honors respectfully sets forth:

That by the audit filed November 14, 1928, in the above entitled cause there is distributed unto your petitioner the sum of five hundred seventeen dollars and eighty five cents (\$517.85), which sum has not been paid unto your petitioner by the trustees of the cause, but yet remains in their hands in accordance with the order of this Honorable Court ratifying said audit.

That your petitioner is entitled under the proceedings of said cause to receive said sum of money as she has been acting as trustee aforesaid from the time of the death of John McC. Rochester, and who accepted the trusteeship upon the death of the said John McC. Rochester.

Your petitioner, therefore, prays Your Honors to pass an order authorizing, empowering and directing J. Frank Harper and Madison Brown, the trustees of the above entitled cause, to pay unto your petitioner the said sum of five hundred seventeen dollars and eighty five cents (\$517.85) so distributed unto her as aforesaid together with whatever interest which may have accrued thereon since the day of the sale of said cause.

Respectfully submitted.

Lillie B. Rochester  
trustee.

To the Honorable, the Judges of said Court:

We, the undersigned, do hereby certify unto you as follows:

- (1) that we have read the foregoing petition,
- (2) that John Henry Rochester mentioned in said petition and in the proceedings of said cause is a single man and is without lawful issue living at this time,
- (3) that if the said John Henry Rochester were to die leaving the undersigned surviving, there would be no persons entitled to take the trust estate created by said will for John Henry Rochester for life other than said undersigned.
- (4) And the undersigned do hereby give their consent so far as may be necessary for the payment by J. Frank Harper and Madison Brown of the said sum of five hundred seventeen dollars and eighty five cents and accrued interest unto the said Lillie B. Rochester, trustee mentioned in the preceding petition.

LILLIE B. ROCHESTER

JANE R. RICHARDS

JAMES ALBERT ROCHESTER.

Order of Court.

The foregoing petition of Lillie B. Rochester individually together with the consent thereto annexed of Jane McCleary Rochester and James Albert Rochester for the passage of the order prayed for by said petition has been read and considered.

It is, thereupon, on this 20th day of July 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 J. Frank Harper and Madison Brown, the trustees of the above entitled cause, be and they are hereby authorized, empowered and directed to pay unto Lillie B. Rochester, trustee under the will of John McC. Rochester under sub-item 5 of item 4 of said last will and testament of said John McC. Rochester filed in said cause the sum of five hundred seventeen dollars and eighty five cents (\$517.85) distributed by the audit filed in said cause unto Lillie B. Rochester as said trustee together with whatever interest, which may have accrued on said sum since the day of the sale of the property sold under the proceedings of this cause.

THOMAS J. KEATING

Filed July 20th, 1929.

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100  
100





## CHANCERY CAUSE #2728.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 18th. day of October, in the year nineteen hundred and twenty-seven, the following Bill of Complaint was filed for record, to wit:

George I. Harrison, Plaintiff,	( )	In the Circuit Court
vs.	( )	for
Martha E. Harrison and	( )	Queen Anne's County,
John H. Harrison, infant	( )	In Equity.
defendants.	( )	Chancery 2.

-----  
Bill of Complaint.

To the Honorable, the Judges of said Court:

Your Orator, complaining, says:

1. That in or about the month of September, in the year nineteen hundred and twenty one, your Orator entered into a parol agreement with John H. Harrison, now deceased, for the sale of a certain house and lot in the town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, which is more particularly described in a deed from John T. Harrison and wife to George E. Harrison, recorded in Liber S.C.D. No. 7, folio 7 and etc.; a land record book for Queen Anne's County, a certified copy of which is filed herewith, marked Plaintiffs Exhibit "A", and which was devised unto your Orator by his father, George E. Harrison, late of Queen Anne's County, deceased, by will dated the twenty eight day of June, nineteen hundred and four and duly admitted to probate by the Orphans' Court for Queen Anne's County, now of record in the office of Register of Wills of said County in Liber R. W. T. No. 1, folio , a will record book of said County, a certified copy of which is filed herewith, marked Plaintiffs Exhibit "B", and prayed to be taken as a part thereof.

2. That the purchase price of said property was to be three thousand dollars, (\$3,000.00), of which one thousand two hundred dollars, (\$1,200.00) was paid at the time of the making of said parol contract.

3. That said John H. Harrison, purchaser, immediately entered into possession of the premises and remained in possession thereof until on or about February twenty eight, nineteen hundred and twenty seven, at which time said John H. Harrison departed this life, intestate, and leaving as his next of kin and only heirs at law, a widow, Martha E. Harrison, and a son, John H. Harrison, Junior, an infant of tender years, the defendants in this cause, and both residents of Queen Anne's County, Maryland.

4. That no part of the balance of said purchase price has ever been paid unto your Orator, nor has he ever received any interest thereon, but in fact has been put to the necessity of expending considerable sums of money for taxes and insurance on the property for his own protection, to wit: one hundred and forty nine dollars and eighty four cents (\$149.84), for taxes and sixty eight dollars and twenty eight cents (\$68.28), for insurance.

5. That said property has depreciated in value to a considerable extent due to neglect on the part of the purchaser to make the usual necessary repairs during the time of his possession thereof.

6. That said John H. Harrison, deceased, left no appreciable personal estate out of which to enforce payment of the unpaid balance of said purchase money and no letters of administration have even been taken out on his estate, as will appear by reference to the certificate of the Register of Wills of Queen Anne's County, filed herewith and marked Plaintiffs Exhibit "C".

To the end, therefore,

(1) That said agreement may be specifically enforced, and that the said Martha E. Harrison and John H. Harrison, Junior, infant, may be decreed to pay unto your Orator the purchase money agreed to be paid, with all arrears of interest accrued thereon, and the amount of taxes and insurance paid by your Orator for protection of the property, and to accept from your Orator a conveyance of the aforesaid house and lot.

(2) That your Orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your Orator the writ of subpoena, directed to the said Martha E. Harrison and John A. Harrison, Junior, infant, both residing in Queen Anne's County, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

Filed October 18th. 1927.

Thos. J. Keating, Jr.  
Solicitor for Complainant.

Certified Copy of Deed.  
Filed October 18th. 1927.  
"Exhibit A".

Queen Anne's County, to wit: Be it remembered that on the fourth day of March, Eighteen hundred and eighty five, the following Deed was brought to be recorded, to wit:

THIS DEED, Made this Second day of March in the year Eighteen Hundred and Eighty Five, by John T. Harrison and Sallie C. Harrison, his wife, of Queen Annes County, State of Maryland, Witnesseth: Whereas the copartnership heretofore existing between George E. Harrison and John T. Harrison, trading as Harrison and Brother, has been dissolved by mutual consent, and in the division of sundry properties between said copartners, the said George E. Harrison was to convey unto the said John T. Harrison, all his right, title, interest and estate of, in and to sundry properties, so that he might have and hold the same in severalty, in fee simple, (and which has been done by deed of even date herewith and recorded immediately preceding these presents), and the said John T. Harrison was to convey unto the said George E. Harrison, all his right, title, interest and estate of, in and to the hereinafter described properties, so that the same might be had and held by the said George E. Harrison in severalty in fee, and which said last conveyance is hereby made.

Now, therefore, in consideration of the foregoing premises and the sum of one dollar, the said John T. Harrison and Sallie C. Harrison, his wife, do hereby grant and convey unto the said George E. Harrison of said County and State in fee simple, all the right, title, interest and estate of them or either of them, of, in and to the following parcels of real estate and properties situate in the Seventh Election District of Queen Annes County aforesaid, to wit: All those lots or parcels of land on the north side of Broad Street in Crumpton of said County, being the home place or residence of said grantee, and fully described in the deed from Sheppard and Welch unto said Copartnership, bearing date the Sixteenth day of June, in the year Eighteen Hundred and Sixty Three, and recorded in Liber M. B. No. 2, folio 399, a Land Record Book of Queen Anne County aforesaid, and also in the deed from Maurice Welch and wife to said copartnership, dated the fourth day of April, in the year Eighteen Hundred and Sixty Six and recorded in Liber S.E.D. No. 2, folio 313, a land record book for Queen Annes County aforesaid; and all that fishing shore situate north and north east of said town, on Chester River, known as the "Mussel Fishery", containing three acres, two roods and twenty five and six tenths perches, and is the same property purchased by said George E. Harrison of the administrators cum testamento annexo of the late Joseph C. Sheppard; And also all that Crumpton Wharf property and which is fully and particularly described in the deed from James P. Dudley and wife and William C. Dudley to said parties trading as Harrison & Brother, dated January 13th. 1870, and recorded in Liber J. W. No. 2, folios 75 &c., a Land Record Book of Queen Annes County, and also in another Deed for the same from Thomas C. Bailey, late Sheriff to said Grantees, bearing date the 14th. June 1876, and recorded in Liber J. W. No. 6, folios 112 &c., a land record book for said County; and also all that wharf property and tract of land situate at Deep Landing on Chester River, containing twenty acres of land, more or less, and commonly known as "Thompsons Delight", and which is particularly and fully described in a deed to said Geo. E. Harrison and John T. Harrison, from John E. Nickerson and wife, bearing date the 28th. day of November, 1877, and recorded in J. W. No. 7, folios 439 &c., a Land Record Book of said County; together with the buildings and improvements on said several parcels, tracts or lots of lands and properties and all the roads, rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining; and also all that lot fully described in Deed from James P. Dudley and wife to Emily States and recorded in Liber J.W. No. 1, folios 165 &c., a Land Record Book of said County, situate on Fourth Street in Crumpton aforesaid, and is the same land purchased by said Copartnership or firm at a sale under a Power in a Mortgage assigned to said form as will appear by reference to the proceedings in a Cause in the Circuit Court for Queen Annes County, in Equity, No. 409, and entitled "Harrison & Brother" assignees of James P. Dudley, vs. John States and Emily States, his wife"; and also all that lot of land fully described in a deed from Amanda M. Hurtt to said George E. Harrison, bearing date the 30th. day of March, in the year Eighteen Hundred and Eighty Two, and recorded S.C.D. No. 2, folios 394, a Land Record Book of Queen Annes County of said County; and also all that lot or parcel of land known as the Kumerman Lot and also as the Nagee property, containing thirty five acres of land, more or less, and particularly described in the deed from Colin F. Hollingsworth, late Collector, unto the said Geo. E. Harrison, recorded in Liber S.C.D. No. 4, folios 273 and 274, a Land Record Book of said County; together with the buildings, and improvements on said several lots and parcels of land and all the rights, roads, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

And the said John T. Harrison covenants that he will warrant specially the property hereby conveyed and that he will give such further or other assurances of said land as may be requisite or necessary.

Witness their hands and seals.

Test: Jas. Woodall.

Jno. T. Harrison (SEAL)

Sallie C. Harrison (SEAL)

State of Maryland, Queen Annes County, to wit: I hereby certify that on this second day March, in the year Eighteen Hundred and Eighty Five, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County aforesaid, personally appeared John T. Harrison and Sallie C. Harrison, his wife, and did each acknowledge the foregoing Deed to be their respective act.

Jas. Woodall, J. P.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber S.C.D. #7, folio 7 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 18th. day of October, in the year nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

"Plaintiff's Exhibit 'B'".  
Filed October 18th. 1927.

I, George E. Harrison, of Crumpton, Queen Anne County, State of Maryland, being of sound and disposing mind do make, this my last will and testament, I devise as soon as possible after my death that my administrators shall sell at public sale all my personal property stock and farming implements on the different farms and shall ship and sell any grain hay etc. on said farms and shall collect all money due me from any source out of the proceeds of which they shall pay first all my floating debts they shall apply the balance to my Mortgage indebtedness. To my wife, I give and bequeath during her life time my residence and the furniture contained therein. To my son George I. Harrison, I give and bequeath my residence after the death of my wife. To him I also give and bequeath the Starr property on Broad Street, Crumpton, known as the Roberts Property and the House and Lot where he now resides. To my son John H. Harrison I give and bequeath the farm near Crumpton, Queen Annes County, which he now carries on. To my son Harry L. Harrison I give and bequeath the Martha Godwin farm in Kent County, Maryland, with the understanding that he shall assume and pay any debts on it at the time of my death. To my sons, Harry L. Harrison, John H. Harrison and George I. Harrison, I leave in trust for my grand sons George Harrison Tracy and Charles I. Tracy, the two farms in Queen Annes County known as the Spry farms this trust to continue until the youngest of the two shall arrive at the age of twenty eight years and then I hereby direct that these trustees shall look after the renting of these farms keeping up necessary improvements paying taxes insurance lime phosphate and seed bills and after deducting the annual expenses of these farms the remainder of the money accruing from rents shall be paid to my wife during her life, for her support and maintenance, and for support and maintenance of my grand sons George Harrison Tracy and Charles I. Tracy. To my sons George I. Harrison, John H. Harrison and Harry L. Harrison, all that lot of ground on Broad Street that I bought of Mrs. Susan B. Sheppard also the fishing shore adjoining it and desire them to run two streets through the Sheppard field one from Broad Street to the River the other through the center of the lot beginning at J.D. Hall's property to property of Mrs. John P. Hartley shall lay them out in building lots and improve them with trees and to sell them to any one wanting to build as opportunity accurs. To my sons George I. Harrison, John H. Harrison and Harry L. Harrison I give and bequeath the store house and dwelling situated on corner of Broad and Second Streets. To my sons, George I. Harrison, John H. Harrison and Harry L. Harrison, I leave in trust the small farm situated on Fourth Street consisting of the Mrs. M. A. Hurtt house the Kinnamon land and the land I bought of Mrs. A. E. Chew for my nephews Earle Harrison and Winnie Harrison who are now living on it. It is my intention that they shall continue to live on it and till it pay all taxes insurance and other expenses provided they are and industrious and keep the property in order and prove themselves worthy of this gift by their conduct and sobriety, otherwise or if they move off the farm then my sons, George I. Harrison, John H. Harrison and Harry L. Harrison may take possession of said farm and sell it for benefit of my estate any of my heirs named in this will who shall form any objections to any of these provisions or take any legal steps to annul said will shall be deprived of all interest in said will his part shall be sold and divided among the legal heirs in order to pay any liens or debts that I may owe at my death I direct my administrators to sell at private or public sale the following properties The Deep Landing farm the Double Dwelling on Second Street the Frederick Price House & Lot in Pndtown also the lot on Second Street adjoining the John W. Hubbard Property I also direct that all money coming into the hands of my administrators shall be applied to my liens and debts on the Spry farms first and then on the Martha Godwin Farm and if there shall be any surplus Five Hundred Dollars (\$500.00) shall be set aside for improving my lot in cemetery and for the purchasing of a monument on which is to be inscribed the names of my family, Mother sister and my children John T. Harrison and the two children of my son George I. Harrison buried in said lot. The sum left over to be divided equally between my heirs. If my administrators think it advisable they may keep the farms continue to carry them on just as I am doing for several years before said property is divided. I also hereby authorize my administrators if the Mortgagee who holds the Mortgages on the Spry farms and the Martha Godwin Farm demands payment to borrow on said farms enough to take up said Mortgages also if necessary to pay my floating debts sooner than the money can be requized from sale of property to borrow money from bank I appoint as my administrators and executors my sons George I. Harrison, John H. Harrison and Harry L. Harrison.

In witness whereof I have hereunto set my hand and seal this twenty Eight day of June, nineteen hundred and four.

Geo. E. Harrison (SEAL)

Signed, and acknowledged by said testator in the presence of us who hereunto subscribed our names in the presence of said Testator and of each other.

Test:

Woodall Ryland.

D. Frank Wilds.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, SCT: ( Then came Geo. I. Harrison, Custodian, and in the presence of  
12th. day of July, A.D. 1904 ) Almighty God he did solemnly promise or declare, with up-  
(lifted hand, in due form of law, that he does not know of any

Will or Codicil to A will of George E. Harrison, late of said county, deceased, other than the foregoing Instrument of Writing, and that he received the same from said deceased on or about the 28th. day of June, 1904.

Cert: per

Test:

Robert W. Thomas.

Register of Wills for Queen Anne's  
County, Md.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, SCT: ) Then came Woodall Ryland and D. Frank Wilds, subscribing ) witness to the foregoing last Will and Testament of George 19 day of July, A.D. 1904 ) E. Harrison, late of the County aforesaid, deceased, and in the presence of Almighty God he did solemnly promise or declare, with uplifted hand, in due form of law, that they did sell the testator therein named, sign and seal the 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 subscribing witness, respectively subscribed their names as witnesses to said Will, in the presence and at the request of said testator, and in the presence of each other.

Cert: per

Robert W. Thomas,

Register of Wills for Queen Anne's  
County, Md.

IN THE ORPHANS COURT FOR QUEEN ANNES COUNTY, MD.:

The Court after having carefully examined the above last will and testament of George E. Harrison, late of said County & State, deceased, and also the evidence adduced as to its validity orders and decrees this 19th day of July, 1904, that the same be admitted to probate in this as the true and genuine last will & testament of the said George E. Harrison, deceased, and further ordered the same to be received filed and recorded.

Robert W. Thomas,

Reg. of Wills.

STATE OF MARYLAND,

SCT:

QUEEN ANNE'S COUNTY

The Register of Wills in and for Queen Anne's County aforesaid, doth hereby certify that the within and foregoing instrument of writing is a true and whole copy of the last will and testament with the probate thereof of George E. Harrison, deceased, as will fully appear from Liber R.W.T. No. 1, Folio , a Record Book of Wills in the Orphans' Court for said County.

In Testimony Whereof, I hereto subscribe my name and the seal of the Orphans' Court attach, this 20th day of July, Nineteen Hundred and Four.

Orphans'  
Court Seal.

Robert W. Thomas,

Register of Wills.

CERTIFICATE OF  
REGISTER OF WILLS.  
PLAINTIFFS "EXHIBIT C".  
Filed October 18th. 1927.

I, William T. Bishop, Register of Wills for Queen Anne's County do hereby certify that upon making an examination of the Records of my Office on this day of 1927. It does not appear that there has ever been Administration in the Orphans' Court for Queen Anne's County or under the jurisdiction thereof on the Estate of John H. Harrison, deceased.

Seal's  
Place.

IN TESTIMONY WHEREOF I hereunto subscribe my name  
and the seal of the Orphans' Court this  
day of 1927.

Wm. T. Bishop.

SUBPOENA FOR RESPONDENT TO APPEAR & ANSWER.  
Filed Nov. 7th. 1927.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's  
Place.

THE STATE OF MARYLAND,

To

Martha E. Harrison.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before



the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of November, next, to answer the complaint of George I. Harrison against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the 1st. Monday of October, 1927.  
Issued the 18th. day of October, in the year 1927.

B. Hackett Turner, Clerk.

Thomas J. Keating, Jr.,

Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of October, next, being the Return Day.

B. Hackett Turner, Clerk.

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

"Respondent summoned by reading writ to her and leaving a copy of same with her".

Frank Y. Whiteley, Shff.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER.  
Filed Nov. 7th. 1927.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND

TO

John H. Harrison, 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 November next, to answer the complaint of George I. Harrison against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the 1st. Monday of October, 1927.  
Issued the 18th day of October, in the year 1927.

B. Hackett Turner, Clerk.

Thomas J. Keating, Jr.,  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of October next, being the Return Day.

B. Hackett Turner, Clerk.

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

"Respondent summoned by reading writ to him in the presence of his Mother, Martha E. Harrison, and copy left with him and also a copy left with Martha E. Harrison, his mother".

Frank Y. Whiteley, Shff.

ANSWER.  
Filed June 29th. 1928.

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

George I. Harrison		Chancery Docket,
versus		
Martha E. Harrison and John H. Harrison, junior.		{ }

To the Honorable, the Judges of said Court:

The answer of Martha E. Harrison, by Madison Brown, her attorney, to the bill of complaint of George I. Harrison against her and another in this court in above cause exhibited.

This defendant admits the matters and things set forth in the bill of complaint to be true, except the matters and things alleged in paragraph 5 of the bill, and she consents to the

passage of the decree prayed for or of such decree as may be right in the premises.  
And as in duty bound etc.,

Martha E. Harrison.

PETITION FOR APPOINTMENT  
OF GUARDIAN AD LITEM AND  
ORDER OF COURT THEREON.  
Filed Aug. 8th. 1928.

George I. Harrison,  
plaintiff,

vs.

Martha E. Harrison  
and  
John H. Harrison, Jr.,  
infant,  
defendants.

In the Circuit Court for  
Queen Annes County, in  
Equity.

Chancery # 2728.

To the Honorable, the Judges of said Court:

The petition of George I. Harrison, plaintiff in the above entitled cause,  
respectfully represents:

That the said John H. Harrison, Jr., one of the defendants in the above cause, has  
been duly summoned and so returned, but being an infant he can not answer and defend  
this suit for himself.

Your petitioner therefore prays your honors to appoint a guardian ad litem to  
appear and answer for said defendant infant.

and as in duty bound etc.,

666Thos. J. Keating, Jr.,  
Solicitor for petitioner.

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

I hereby certify that on this 8th. day of Aug. in the year 1928, before me, the sub-  
scriber, Clerk of the Circuit Court for Queen Annes County, personally appeared Thomas J.  
Keating, Jr. and made oath in due form of law that the matters and things set forth in the  
aforegoing petition are true to the best of his knowledge and belief.

Filed Aug. 8th. 1928.

B. Hackett Turner  
Clerk.

ORDERED, this 8th. day of August, in the year 1928, by the Circuit Court for  
Queen Annes County, upon the foregoing petition and affidavit, that Madison Brown be,  
and he is hereby appointed guardian ad litem to appear and answer for John H. Harrison,  
Jr., infant defendant in the above cause.

Filed Aug. 8th. 1928.

Thomas J. Keating.

ANSWER OF JOHN H. HARRISON  
JUNIOR, BY GUARDIAN AD LITEM.  
Filed Aug. 8th. 1928.

George I. Harrison,  
Plaintiff,

vs.

Martha E. Harrison,  
John H. Harrison, infant,  
Defendants.

IN THE CIRCUIT COURT

FOR  
QUEEN ANNE'S COUNTY,

) IN EQUITY.

CHANCERY #2728;

The answer of John H. Harrison, Junior, by Madison Brown, Guardian ad litem, duly  
appointed by order of this Court, to the Bill of Complaint of George I. Harrison against  
him in this court exhibited.

This defendant, being an infant, can not admit any of the matters and things in said bill alleged, and submits his rights thereunder to the protection of this court.

And as in duty bound, etc.

Madison Brown  
GUARDIAN AD LITEM.

PETITION TO TAKE TESTIMONY.  
Filed Aug. 9th. 1928.

George I. Harrison,  
Plaintiff,

vs.

Martha E. Harrison,  
John H. Harrison, Infant,  
Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY #2728.

To the Honorable, the Judges of the Circuit Court of Queen Anne's County:

The petition of George I. Harrison, plaintiff in this case, respectfully represents that this cause is at issue and that he desires to take testimony in this case, and prays that leave be granted him to do so before one of the standing examiners of this Court.

Filed Aug. 8th. 1928/

Thos. J. Keating, Jr.  
Solicitor for Plaintiff.

ORDERED, this 9th. day of August, 1928, by the Circuit Court for Queen Anne's County, that leave be granted to the parties to the cause to take testimony, as prayed, before any one of the standing examiners of this Court.

Filed Aug. 9th. 1928.

Thomas J. Keating.

DEPOSITIONS.

Filed Sept. 11th. 1928.

George I. Harrison, Plaintiff,

VS.

Martha E. Harrison and John  
H. Harrison, infant, Defendants.

In the Circuit Court

for

Queen Anne's County, In  
Equity. Chancery 2728.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled cause being at issue, and the subscriber, the standing examiner for this Honorable Court, did attend at the law office of Thomas J. Keating, Junior, in the town of Centreville, Queen Anne's County, Maryland, on the eighth day of September, nineteen hundred and twenty eight, at the hour of two o'clock p.m., plaintiff appearing by Thomas J. Keating, Junior, his solicitor, defendants appearing by Madison Brown, their solicitor, and proceeded to take the following testimony, to wit:

George I. Harrison, first witness of lawful age produced on the part of the plaintiff, being duly sworn and examined, deposes and says:

Int. 1. What is your full name?

Ans. George I. Harrison.

Int. 2. You are one of the parties to this suit?

Ans. Yes.

Int. 3. Do you remember the month of September, 1921?

Ans. Yes.

Int. 4. Did you enter into a contract for the sale of a house and lot in the town of Crumpton at that time?

Ans. Yes.

Int. 5. To whom did you sell that house and lot?

Ans. To my brother, John H. Harrison.

- Int. 6. What was the purchase price agreed upon for the property?  
 Ans. Three thousand dollars.
- Int. 7. How much, if any, was paid at the time of the making of the contract?  
 Ans. Right at the time he did not pay me but shortly after that he paid twelve thousand dollars.
- Int. 8. Is John H. Harrison now living?  
 Ans. No.
- Int. 9. How many children did he leave surviving him?  
 Ans. One.
- Int. 10. And what is his name?  
 Answer. John H. Harrison, Junior.
- Int. 11. Did he leave a widow?  
 Ans. Yes.
- Int. 12. What is her name?  
 Ans. Martha E. Harrison.
- Int. 13. Has there ever been paid anything other than the twelve hundred dollars on account of the purchase price?  
 Ans. No, sir.
- Int. 14. Have you ever expended any money for taxes and insurance on the property since your brother bought it?  
 Ans. Every year up to the present time, both insurance and taxes.
- Int. 15. What amounts have you expended for those items?  
 Ans. The amounts stated in the Bill of Complaint are the correct amounts expended.
- Int. 16. Are you familiar with the present condition of the property?  
 Ans. I think so.
- Int. 17. Has it depreciated in value since you sold it?  
 Ans. At least a thousand dollars.
- Int. 18. Did your brother, John H. Harrison, leave any personal estate to speak of?  
 Ans. Nothing other than the household goods.
- Int. 19. Is John H. Harrison, Junior, an Infant or Adult?  
 Ans. Infant.

Cross examination by Mr. Madison Brown.

- Int. Mr. Harrison, the Bill of Complaint filed in this case says, that you sold unto your brother, John H. Harrison, a house and lot in the town of Crumpton, the Seventh Election District of Queen Anne's County, Maryland, particularly described in a deed from John T. Harrison and wife to George E. Harrison and which was devised unto you by your father, George E. Harrison by his will. Is that the house and lot you sold your brother?  
 Ans. Yes.
- Examiner's Special.
- Ans. No.

Signature of witness waived by Solicitor for Plaintiff and Solicitor for Defendants.

Harry L. Harrison, the next witness of lawful age, produced on the part of the plaintiff, being duly sworn and examined, deposes and says:-

- Int. 1. What is your full name?  
 Ans. Harry L. Harrison.
- Int. 2. Where do you reside?  
 Ans. Kynwyd, Montgomery County, Pennsylvania.
- Int. 3. This is a suit between George I. Harrison, Plaintiff and Martha E. Harrison and John H. Harrison, Infant, Defendants. Do you know the parties to this cause?



136812  
 Ans. I do.

Int. 4. What relation, if any, are you to them?

Ans. Brother to George I. Harrison, uncle to John E. Harrison and brother in law to Martha E. Harrison.

Int. 5. Do you remember the making of a contract in the month of September, 1921, between George I. Harrison and John H. Harrison?

Ans. I recall such a contract being made but I do not want to specify the time.

Int. 6. Was it concerning a house and lot in the town of Crumpton which was left to Mr. George I. Harrison by his father, George E. Harrison?

Ans. Yes.

Int. 7. How much was to be paid for the property?

Ans. Three thousand dollars.

Int. 8. Do you know what, if any amount, was paid on the account of ~~the~~ purchase price at that time?

Ans. I have understood from both brothers twelve hundred dollars.

Int. 9. Are you familiar with the property involved in these proceedings?

Ans. Yes.

Int. 10. Would you say that it was in better or worse condition than at the time of the making of the contract?

Ans. Considerably worse.

Int. 11. Do you know the ages of the parties to these proceedings?

Ans. Yes.

Int. 12. Are any of them infants?

Ans. John H. Harrison, Junior is.

Int. 13. Was the balance of the purchase price to bear interest according to the contract?

Ans. Yes, I have heard the interest item discussed by John H. Harrison on several occasions and I understood my brother to say it was to bear interest.

Cross examination by Mr. Madison Brown waived.

Examiner's Special.

Ans. No.

Signature of witness waived by Solicitor for Plaintiff and Solicitor for Defendants.

James W. Stack, the next witness of lawful age, produced on the part of the plaintiff, being duly sworn and examined, deposes and says:

Int. 1. What is your full name?

Ans. James W. Stack.

Int. 2. Where do you reside?

Ans. Crumpton.

Int. 3. Do you know the parties to this cause?

Ans. Yes, sir.

Int. 4. Do you know the house and lot involved in these proceedings?

Ans. Yes.

Int. 5. Are you familiar with the value of real estate in the vicinity in which this property is located?

Ans. I think so, sir.

Int. 6. What, in your opinion, is the present value of this property?

Ans. I would say two thousand dollars.

Int. 7. Do you remember the condition of the property at about the time that Mr. John H. Harrison bought it from Mr. George I. Harrison?

Ans. Yes, sir, I lived there as a tenant.

Int. 8. Is its present condition worse or better than at that time?

Ans. Much worse.

Cross examination by Mr. Madison Brown waived.

Examiner's Special.

Ans. No, sir, I do not.

Signature of witness waived by Solicitor for Plaintiff and Solicitor for Defendants.

Gilbert Brown, the next witness of lawful age, produced on the part of the plaintiff, being duly sworn and examined, deposes and says:

Int. 1. What is your full name?

Ans. Gilbert Brown.

Int. 2. Where do you reside?

Ans. Crumpton.

Int. 3. Do you know the parties to this suit?

Ans. I do, sir.

Int. 4. Are you familiar with the house and lot in these proceedings?

Ans. Yes.

Int. 5. Are you familiar with the value of real estate in the vicinity in which this house and lot are located?

Ans. Yes.

Int. 6. What, in your opinion, is the present value of this property?

Ans. I should say two thousand dollars at the most according to the valuation of other property in that vicinity.

Int. 7. Do you remember the condition of the property in 1921?

Ans. Yes, sir.

Int. 8. Is its condition now better or worse than at that time?

Ans. Worse.

Cross examination by Mr. Madison Brown waived.

Examiner's Special.

Ans. No, sir, I don't.

Signature of witness waived by Solicitor for Plaintiff and Solicitor for Defendants.

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner respectfully makes his return and certifies that he was engaged as such Examiner two days, examined four witnesses and by arrangement and agreement of the Solicitors for the respective parties, had the services of a stenographer at an expense of \$5.00, making the costs chargeable to the plaintiff:

H.B.W. Mitchell	- - - - -	\$8.00
George I. Harrison,	- - - - -	0.00
Harry L. Harrison	- - - - -	.75
James W. Stack	- - - - -	.75
Gilbert Brown	- - - - -	.75
Lida Hopkins, Stenographer	- - - - -	5.00
		<u>\$15.25</u>

H. B. W. Mitchell.

AGREEMENT OF COUNSEL TO  
SUBMIT FOR DECREE WITHOUT  
ARGUMENT.  
Filed Oct. 6th. 1928.

George I. Harrison,  
Plaintiff,

vs.

Martha E. Harrison and  
John H. Harrison, Infant,  
Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

The above case is submitted for final decree without argument.

Thos. J. Keating, Jr.  
SOLICITOR FOR PLAINTIFF.

Madison Brown  
SOLICITOR FOR DEFENDANTS.

DECREE FOR SALE.  
Filed October 6th. 1928.

GEORGE I. HARRISON,  
PLAINTIFF,

VS.

MARTHA E. HARRISON AND  
JOHN H. HARRISON, INFANT,  
DEFENDANTS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

The above cause standing ready for hearing, and being submitted without argument, the proceedings being ready and considered;

It is thereupon, this sixth day of October, in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the defendants forthwith pay, or being into this Court to be paid, unto the plaintiff the sum of Eighteen hundred dollars, the same being the balance of purchase money due for the land and premises in the proceedings mentioned, together with interest thereon from the first day of October, nineteen hundred and twenty-one, until so paid or brought in, and the plaintiff's costs of suit to be taxed by the Clerk; and that, upon payment of the aforesaid sum of money with interest and costs as aforesaid, or bringing the same into this court, the plaintiff by a good and sufficient deed, to be executed and acknowledged agreeable to law, and wherein the said plaintiff shall procure his wife, S. Emma Harrison, to join for the purpose of barring her title of dower in said premises, shall convey unto the said defendant and their heirs the land and premises in the proceedings mentioned and described as sold by the said plaintiff to John H. Harrison, deceased, and all the right, title, interest and estate of the plaintiff in and to the same.

And it is further adjudged, ordered and decreed that unless the defendants shall pay, or bring into this Court to be paid, unto the plaintiff the aforesaid sum of money with interest and costs as aforesaid, on or before the 20th day of October next, the aforesaid lands and premises, or so much thereof as may be necessary to discharge the plaintiff's claim then remaining unsatisfied, be sold, either at public or private sale (and if sold at private sale), then for not less than the appraised value thereof as shown by the testimony) and if sold at public sale, the sale shall be made after due public notice thereof by advertisement inserted for more than twenty days (four successive weeks) before the day of sale, giving notice of the time, place, manner and terms of sale, in some newspaper printed and published in Queen Anne's County, Maryland; that Thomas J. Keating, Jr., 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 of Three thousand dollars, if corporate surety, and double this amount if personal surety, conditioned for the faithful performance of the trust reposed in him by this decree or any future order or decree in the premises; He shall then proceed to make said sale upon the following terms: one-third of purchase money payable at time of sale and the remainder in two equal installments payable in one and two years from day of sale, with interest from day of sale, and secured to the satisfaction of the Trustee, or all cash at the option 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 his proceeding relative to such sale or sales, 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 price (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendants, and those claiming by, from or under them or any of them.

And the said trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commission as the court may think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Thomas J. Keating.

CERTIFIED COPY OF BOND.  
Filed July 17th. 1929.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the seventeenth day of July, 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, Thomas J. Keating, Junior, of Queen Anne's County, Maryland, as principal and the Fidelity and Deposit Company, of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars (\$3,000.00) to be paid to the State of Maryland aforesaid, or its certain attorney, to the payment whereof, well and truly to be made and done, we hereby bind ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of July, 1929.

WHEREAS, by a decree passed by the Circuit Court for Queen Anne's County, in Equity, bearing date the sixth day of October, in the year nineteen hundred and twenty eight, in a cause in said Court entitled "George I. Harrison, Plaintiff, vs. Martha E. Harrison and John H. Harrison, Infant, Defendants", being numbered 2728 on the Chancery Docket of said Court, the above bounden Thomas J. Keating, Junior, was appointed Trustee to make sale of the land and premises described in the proceedings in said cause.

NOW THEREFORE, the condition of the above obligation is such that if the above bounden Thomas J. Keating, Junior, shall well and truly execute the trust reposed in him by this decree and shall well and truly abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the property in the aforesaid proceedings described or the proceeds thereof, then this obligation to be void, otherwise to be of full force and virtue in law.

Test: as to principal:  
Verna Mears.

Thos. J. Keating, Jr. (SEAL)  
Fidelity and Deposit  
Company of Maryland.

As to surety  
L. Wier.

H.P. Jenness. Seal's  
Attorney in fact. Place.

And on the back of the foregoing 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. 39, 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 July, in the year 1929.

B. Hackett Turner, Clerk.

TRUSTEE'S REPORT OF SALE.  
Filed July 18th. 1929.

George I. Harrison,  
plaintiff,

vs.

Martha E. Harrison and  
John H. Harrison, Jr., infant,  
defendants.

In the Circuit Court  
for  
Queen Annes County  
In Equity.

Chancery # 2728.

REPORT OF SALE.

To the Honorable, the Judges of said Court;

This report of sale made by Thomas J. Keating, Jr., Trustee, 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 the sixth day of October in the year nineteen hundred and twenty-eight, respectfully shows unto your Honors:

That in accordance with the directions set forth in the aforesaid 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 penalty of three thousand dollars, conditioned as provided by law, your Trustee proceeded, on the eighteenth day of July, in the year 1929, to make sale of the real estate described in the proceedings in this cause, at private sale, to Edith Park Harrison; at and for the sum of TWO THOUSAND DOLLARS (\$2,000.00) which your Trustee believes to be a fair price for the property, at which value it was appraised by the witnesses examined in this cause, as will more fully appear by reference to the depositions filed in this cause. Your Trustee has taken a deposit of one hundred and fifty dollars on account of the purchase price, which is sufficient to cover the costs to date, and a contract of sale setting forth the terms thereof and your Trustee believes that upon the ratification of the sale by this Honorable Court the purchaser will comply with the terms of sale.

Respectfully submitted,

Thos. J. Keating, Jr.  
TRUSTEE.

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

This is to certify that on this 18th. day of July in the year 1929, before the subscriber, Clerk of the Circuit Court for Queen Annes County, personally appeared the above named Thomas J. Keating, Jr., Trustee, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

B. Hackett Turner  
CLERK.

N I S I.

GEORGE I. HARRISON,

vs.

MARTHA E. HARRISON AND  
JOHN H. HARRISON, JR.,  
INFANT.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2728.

ORDERED, This 18th day of July, A.D., 1929, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd day of August next.

The Report states the amount of sales to be \$2000.

Filed July 18th. 1929.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI.  
Filed Sept. 24th. 1929.

NISI.

GEORGE I. HARRISON,  
VS.  
MARTHA E. HARRISON AND  
JOHN H. HARRISON, JR.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2728.

ORDERED, This 18th day of July, A.D., 1929, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day the September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd day of August next.

The Report states the amount of sales to be \$2,000.00.

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

Filed July 18th. 1929.

## THE CENTREVILLE OBSERVER.

Centreville, Md., Sept. 23, 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of George I. Harrison vs. Martha E. Harrison and John H. Harrison, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 22nd day of August in the year 1929.

OBSERVER  
THE CENTREVILLE/PUBLISHING CO.

Filed Sept. 24th. 1929.

By Margaret E. Durney.

AFFIDAVIT OF THOS. J. KEATING,  
JR., TRUSTEE.  
Filed Sept. 24th. 1929.

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

This is to certify that on this 24th. day of Sept., in the year nineteen hundred and twenty nine, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas J. Keating, Junior, Trustee in Chancery cause #2728 in the Circuit Court for Queen Anne's County, in Equity, and did make oath in due form of law that the defendants in said cause did not before the eighteenth day of July, in the year nineteen hundred and twenty nine, nor have they at the present time paid or brought into this Court to be paid unto the plaintiff in said cause the sum of money decreed by said Court in its decree passed on the sixth day of October, in the year nineteen hundred and twenty eight, to be so paid or brought in.

Notary  
Public  
Seal.

In testimony whereof, I hereunto subscribe my name  
and notarial seal affix, the day and year herein  
last above written.

Verna Mears  
NOTARY PUBLIC.

Filed Sept. 24th. 1929.

## FINAL ORDER RATIFYING SALE.

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 27th. day of September, in the year nineteen hundred and twenty nine, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Junior, Trustee, be 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 Trustee is allowed the usual commissions and such proper expenses not personal as he may produce vouchers for to the Auditor.

Filed Sept. 30th. 1929.

Lewin W. Wickes.

PETITION FOR APPOINTMENT  
OF SPECIAL AUDITOR.  
Filed Oct. 19th. 1929.

GEORGE I. HARRISON,  
PLAINTIFF;

VS.

MARTHA E. HARRISON  
AND JOHN H. HARRISON,  
INFANT, DEFENDANTS.

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, Trustee, respectfully shows unto your Honors:

That Madison Brown, the regular Auditor of this Court, is disqualified in this cause by reason of his appearance in this case for the respondents and his acting as Guardian at Litem for the infant John H. Harrison, Junior.

WHEREFORE your petitioner prays your Honors to appoint a Special Auditor to state the audit in this cause and respectfully suggests the appointment of H. B. W. Mitchell as such Special Auditor.



Respectfully submitted.

Filed Oct. 19th. 1929.

Thos. J. Keating, Jr.  
TRUSTEE.

Upon the foregoing petition it is this 20th. day of October, in the year nineteen hundred and twenty nine, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that H.B.W. Mitchell be, and he hereby is appointed Special Auditor for the purpose of stating an audit of the sales in this cause and with authority to take such testimony as shall seem to him proper in the premises.

Filed October 21st. 1929.

Thomas J. Keating.

REPORT AND ACCOUNT OF THE  
SPECIAL AUDITOR.  
Filed Oct. 24th. 1929.

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

George I. Harrison,

vs.

Cause No. 2728.

Martha E. Harrison,  
John H. Harrison, Jr.,  
Infant.

To the Honorable, the Judges of said Court:

The Report of H.B.W. Mitchell, Special Auditor, unto your Honors respectfully sets forth:

That your Special Auditor having been appointed by this Honorable Court by its order of October 20th., 1929, filed in these proceedings October 21st., 1929, for the purpose of stating an audit of the sale in this cause, after having taken the prescribed oath as such Special Auditor, states as follows: That it appears from the proceedings of this cause that the sale herein mentioned was made under and by virtue of a decree of this court and that the property sold consisted of real estate; that the plaintiff in his bill of complaint prayed for (1) specific performance and (2) general relief; that at the time of the death of John H. Harrison, deceased, he owned said property subject to an implied vendor's lien of eighteen hundred dollars (\$1,800.00) and interest in favor of the plaintiff, George I. Harrison, said property by him to John H. Harrison, deceased, and the date of the sale herein reported of said property has expended in the payment of taxes on said property one hundred and forty nine dollars and eighty four cents (\$149.84) and for insurance premiums on policies against fire on the improvements on said property sixty eight dollars and twenty eight cents (\$68.28) (see fourth paragraph of bill of complaint and answers to interrogatories 14 and 15 in the testimony of George I. Harrison); that the said unpaid purchase money was to bear interest and that no interest has been paid (answer by Harry L. Harrison to 13th interrogatory and answer of George I. Harrison to 13th interrogatory); that upon the death of John H. Harrison, intestate, the property, subject to said implied vendor's lien, devolved upon his widow and only child both of whom are parties to this suit, your Special Auditor has, therefore in the within account charged Thomas J. Keating, Junior, the Trustee making the sale, with the gross amount of the sale and, after having allowed to said Trustee his commissions, the cost of his bond filed herein with corporate surety, costs of several orders nisi, court costs, including appearance fees and the cost of taking testimony; fee of the guardian ad litem and of the Special Auditor, has audited the balance of said proceeds to George I. Harrison on account of his claim as aforesaid, which said balance is not sufficient to pay said claim in full.

That your Special Auditor has appended to the account a statement showing what appears to be the balance due to said George I. Harrison after the application to said George I. Harrison's claim of the above balance of sale.

Respectfully submitted.

October 23rd., 1929.

H. B. W. Mitchell  
SPECIAL AUDITOR.

Cause No. 2728.

The proceeds of the sale of the real estate of Martha E. Harrison and John H. Harrison, Jr., Infant, made under the decree of this Court, in this cause mentioned, in account with Thomas J. Keating, Jr., Trustee, the party making said sale.

Cr.

1929.

July 18 By gross amount of the sale of the real estate decreed to  
be sold, as per Report of the Trustee filed July 18th.,  
1929, to wit: The sum of

\$2,000.00

Dr.

July 18	To Thomas J. Keating, Jr., the Trustee making the sale, for his commissions, to wit:	\$122.50	
	To do., for court costs of cause per Clerk's statement, as follows: Costs of B. Hackett Turner, Clerk,	30.25	
	Appearance fee of Thomas J. Keating, plaintiff's Attorney	10.00	
	Appearance fee of Madison Brown, Defendant's Attorney,	<u>10.00</u>	20.00
	Frank Y. Whiteley, Sheriff,		1.20
	Madison Brown, guardian ad litem,		4.00
	H. B. W. Mitchell, Examiner,		8.00
	Gilbert Brown, witness before the Examiner,	.75	
	Harry L. Harrison, witness before the Examiner,	.75	
	James W. Stack, witness before the Examiner,	<u>.75</u>	2.25
	Lida Hopkins, Stenographer,		5.00
	To do., for the cost of his bond with corporate surety thereon filed herein, per receipt for same exhibited, to wit:	10.00	
	To do., for the cost of advertising in The Centreville Observer order nisi on sale, per receipt exhibited,		5.00
	To H. B. W. Mitchell, Special Auditor, for stating this account, to wit:		9.00
	To do., for the costs of advertising order nisi to be passed as to this account, to wit:	<u>3.00</u>	<u>220.20</u>
	Amount brought down		\$1779.80
	To George I. Harrison on account of his claim for unpaid purchase money, interest, and taxes and insurance paid, this balance		<u>1779.80</u>

## Statement of plaintiff's claim:

Unpaid purchase money \$1,800.00

Interest from September, 1921, date of purchase of the property mentioned in these proceedings to July 18th., 1929, the date of the sale of said property by the Trustee under the decree in these proceedings, 7 years, 10 months,

846.00  
\$2,646.00

Taxes on said property, paid by the plaintiff, 149.84

Premiums on fire insurance, policies on the improvements on said property, paid by the plaintiff,

68.28      218.12  
\$2,864.12

Amount of balance applied, as above

1,779.80

Balance due George I. Harrison

\$1,084.32

October 23rd., 1929.

H. B. W. Mitchell  
SPECIAL AUDITOR.



1036812

NISI RATIFICATION OF AUDIT.

GEORGE I. HARRISON,

VS.

MARTHA E. HARRISON,  
JOHN H. HARRISON, JR., INFANT.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2728.

ORDERED, This 24th. day of October, in the year nineteen hundred and 29, that the Report and Account filed in these proceedings by H.B.W. Mitchell, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of November, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of November, 1929, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed Oct. 24th. 1929.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT.  
Filed Nov. 24th. 1929.

NISI RATIFICATION OF AUDIT.

GEORGE I. HARRISON,

vs.

MARTHA E. HARRISON,  
JOHN H. HARRISON, JR., infant.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2728.

ORDERED, This 24th day of October, in the year nineteen hundred and twenty-nine that the Report and Account filed in these proceedings by H. B. W. Mitchell, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of November, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of November, 1929, in some newspaper printed and published in Queen Annes County.

B. HACKETT TURNER, Clerk.

True Copy--Test:

B. HACKETT TURNER, Clerk.

Filed Oct. 24, 1929.

THE CENTREVILLE OBSERVER.

Centreville, Md., Nov. 22, 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Harrison vs. Harrison, Chy. #2728, 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 12th day of Nov. in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Nov. 24th. 1929.

By Margaret E. Burney.

FINAL ORDER RATIFYING AUDIT.

GEORGE I. HARRISON,  
PLAINTIFF,

VS.

MARTHA E. HARRISON AND  
JOHN H. HARRISON, INFANT,  
DEFENDANTS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

NO. 2728.

ORDERED, this 25th. day of November, in the year nineteen hundred, and twenty nine, by the Circuit Court for Queen Anne's County, in Equity, that the report and account filed in these proceedings by H. B. W. Mitchell, Special Auditor, be finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the preceding order nisi; and the Trustee is direction to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Filed Nov. 24th. 1929.

Thomas J. Keating.

CERTIFICATE AS TO  
PAYMENT OF COSTS.  
Filed Nov. 26th. 1929.

## CLERK'S CERTIFICATE.

GEORGE I. HARRISON,

vs.

MARTHA E. and JOHN H. HARRISON, JR.

In the Circuit Court for

Queen Anne's County,

In Equity.

No. 2728 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 24th. day of October, 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 24th. day of November,  
1929.

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

PETITION AND ORDER.  
Filed Dec. 4th. 1929.

George I. Harrison,

vs.

Martha E. Harrison,  
John H. Harrison, Jr.,  
Infant.

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, Trustee, appointed to make sale of the land and premises described in the proceedings in the above cause, respectfully shows unto your Honors:

1. That as will appear by reference to the Trustee's report of sale filed in this cause on the eighteenth day of July, nineteen hundred and twenty nine, your petitioner accepted from the purchaser a deposit of one hundred and fifty dollars (\$150.00) on account of the purchase price of two thousand dollars (\$2,000.00).
2. That in addition to the aforesaid sum of one hundred and fifty dollars (\$150.00), your petitioner also took from the purchaser, Edith Park Harrison, her personal note for the sum of one thousand, eight hundred and fifty dollars (\$1,850.00), dated July eighteenth, nineteen hundred and twenty nine, and payable three months after date with interest, secured as hereinafter set forth.
3. That your petitioner required said purchaser to give security for said promissory note and she thereupon procured George I. Harrison, plaintiff in this cause and holder of the vendor's lien for the payment of which the property herein described was sold, to sign said promissory note as security.
4. That as will appear by referring to the report and account of H. B. W. Mitchell, Special Auditor, heretofore filed in this cause and ratified on the twenty fifth day of November, nineteen hundred and twenty nine, the balance of proceeds of sale, after payment of the costs thereof, amounts to one thousand, seven hundred and seventy nine dollars and eighty cents (\$1,779.80), which said amount is payable unto the said George I. Harrison on account of his claim for unpaid purchase money, interest, taxes and insurance.
5. That said George I. Harrison, plaintiff, lienor, is willing to give unto your petitioner a release and receipt in full for the aforesaid sum of one thousand, seven hundred and seventy nine dollars and eighty cents (\$1,770.80) in full discharge of any and all claims due unto him against your petitioner as Trustee, as aforesaid; in consideration of your petitioner releasing the said Edith P. Harrison, Purchaser, from the payment of the balance of the purchase money as represented by the aforesaid promissory note.

Wherefore your petitioner prays your Honors to pass an order authorizing and directing him to accept from George I. Harrison, plaintiff, lienor, a release and receipt in full for any and all claims which the said George I. Harrison may have against your petitioner as Trustee or against the proceeds of sale of the property sold by your petitioner as Trustee in this cause, which said receipt and release may be and operate as a discharge to your petitioner from the obligation otherwise resting upon him to make collection of the balance of the purchase money as represented by the aforesaid promissory note.

And as in duty bound, etc.

Filed December Fourth 1929.

Thos. J. Keating, Jr.  
TRUSTEE.

George I. Harrison,

vs.

Martha E. Harrison,  
John H. Harrison, Jr.,  
Infant.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Upon the foregoing petition of Thomas J. Keating, Junior, Trustee, it is this 6th. day of December, nineteen hundred and twenty nine, ORDERED that Thomas J. Keating, Junior, Trustee, be, and he hereby is authorized and directed to accept from George I. Harrison, a receipt for one thousand, seven hundred and seventy nine dollars and eighty cents (\$1,779.80) and a release in full from him for all claims which the said George I. Harrison may have against said Thomas J. Keating, Junior, Trustee, or against the proceeds of sale of the property sold in this cause, which said receipt and release shall be and operate as a full and completed discharge unto the said Thomas J. Keating, Junior, Trustee, from the obligation of collecting the balance of purchase money due from Edith P. Harrison, Purchaser, unto said Thomas J. Keating, Junior, Trustee; and upon delivery of the said receipt and release by George I. Harrison unto Thomas J. Keating, Junior, Trustee, said Thomas J. Keating, Junior, Trustee, shall file same among the papers in this cause.

Filed Dec. 9th. 1929.

Lewin W. Wickes.



Cause No. 2720.

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

J. Wesley Roe,  
 Frank L. Roe,  
 Ethel M. Roe, his wife,  
 Margaret E. Roe,  
 Charles W. Roe,  
 Howard W. Roe,  
 Bertie C. Roe, his wife,  
 Josephine H. Roe,

vs

Huldah Cole,  
 William S. Cole, her husband,  
 Harwood H. Roe,  
 Helen M. Roe, his wife,  
 Nellie M. Beatty,  
 John W. Beatty, her husband,  
 Alice E. Roe,  
 Frances E. Roe,  
 John W. Roe,  
 Emma Roe, his wife,  
 Milton Lee Roe,  
 Mary E. Roe, his wife,  
 Pearl E. Collier,  
 James B. Collier, her husband,  
 Wilbert F. Golt,  
 Nettie M. Golt, his wife,  
 J. Elwood Golt, infant,  
 unknown heirs of Rosa  
 Higgins nee Golt  
 G. D. Neavitt,  
 Grace Brown  
 Henrietta E. Perry,  
 James M. Ewing.

In  
 The Circuit Court  
 For  
 Queen Anne's County  
 In Equity.

To the Honorable, the Judges of said Court:

Your Orators, complaining say:

1. That Edward M. Roe, late of Queen Anne's County, deceased, departed this life on or about March 26th., 1925, intestate, unmarried, and leaving no decendants, or father or mother, seized and possessed of real estate consisting of a lot of land sixty feet wide, more or less, with an even depth of two hundred feet, more or less, improved by frame dwelling house, situated on the southwest side of the road leading from Centreville to Centreville Landing, commonly known as "Wharf Lane", an undivided one half interest in said lot of land having been acquired by said Edward M. Roe by deed to him and Harwood H. Roe from Sarah E. Newnam, dated September 7th., 1905, and recorded in Liber J. E. G. No. 8, folio 182, a land record book for Queen Anne's County, a certified copy of said deed being filed herewith as a part hereof and marked "Exhibit A", and an undivided one half interest (being the remaining undivided half interest) in said lot of land having been acquired by said Edward M. Roe by deed to him from Harwood H. Roe and Helen M. Roe, his wife, by deed dated April 14th., 1916, and recorded in Liber W. F. W. No. 8 folio 508, a land record book for Queen Anne's County, a certified copy of which said last mentioned deed being filed herewith as a part hereof and marked "Exhibit B".

2. That said Edward M. Roe having departed this life as aforesaid intestate, unmarried, leaving no descendants or father or mother, left, and is survived by, the following heirs at law: J. Wesley Roe, who resides in Dorchester, in the State of New Jersey, a half brother of the deceased; Huldah Cole nee Roe, half sister of the deceased, who is intermarried with William S. Cole, Josephine N. Roe, half sister of the deceased, who reside in Queen Anne's County, Maryland; Harwood H. Roe, who resides at Laurel Springs, in the State of New Jersey, half brother of the deceased, and who is intermarried with one, Helen M. Roe, who are non residents of the State of Maryland; Nellie M. Beatty nee Roe, half sister of the deceased, and who is intermarried with one, John W. Beatty; Frances E. Roe, half sister of the deceased, who reside in Wilmington, New Castle County, State of Delaware, Alice E. Roe, half sister of the deceased who resides in Wilmington, in the District of Columbia, and who are non residents of the State of Maryland; John W. Roe, who resides in Baltimore City, Maryland, one of the two only children of Charles E. Roe, deceased, half brother of the deceased, and who is intermarried with one, Emma Roe; Milton Lee Roe, who is one of the two only children of Charles

E. Roe, deceased, who is intermarried with one, Mary E. Roe, and who reside in Baltimore City, Maryland; Frank L. Roe, who is intermarried with one, Ethel M. Roe, and Margaret E. Roe, who reside in Caroline County, Maryland, and Charles E. Roe, who resides in Indianapolis, Indiana; Howard W. Roe, who resides in Wilmington, Delaware, and who is intermarried with one, Bertie C. Roe, and who is a non resident of the State of Maryland; four of the six only children of William A. Roe, deceased, half brother of said Edward M. Roe, deceased, and Pearl E. Collier nee Golt, who is intermarried with James B. Collier, both of whom live and reside in Pennsgrove, New Jersey, and are non residents of the State of Maryland, Wilbert F. Golt, who is intermarried with Nettie Golt, adults, and J. Elwood Golt, an infant of tender years; who live and reside in Kent County, Maryland, grandchildren of the said William A. Roe, late of Queen Anne's County, deceased, half brother of said Edward M. Roe, deceased, and children of Bessie Golt nee Roe, a deceased daughter of said William A. Roe, deceased; and descendants and heirs at law, children, of Rosa Higgins nee Roe, a deceased daughter of said William A. Roe, deceased, who was intermarried with John Higgins, and who are heirs at law of said Rosa Higgins, but said last mentioned heirs, children of said Rosa Higgins, deceased, are unknown.

3. That there are of record in Queen Anne's County aforesaid, three judgments against the said John W. Roe, who resides in Baltimore City, Maryland, one entered by confession July 5th., 1922, in favor of G. D. Neavitt in the sum of \$293.91 and \$10.45 costs of suit; one entered by confession December 11th, 1924, in favor of Grace Brown in the sum of \$90.00 and \$0.05 costs of suit, and one entered by confession December 31st, 1924, in favor of G. D. Neavitt in the sum of \$270.35 and \$9.05 costs of suit.

4. That upon the death of said Edward M. Roe, intestate, as aforesaid, seized and possessed of said land, the same descended unto his heirs at law enumerated in the preceding paragraph No. 2 as tenants in coparcenery, and is now owned in fee by his said heirs at law in the following proportions, to wit:

- (1) By the said J. Wesley Roe to the extent of an undivided one ninth part,
- (2) By the said Huldah Cole to the extent of an undivided one ninth part;
- (3) By the said Josephine H. Roe to the extent of an undivided one ninth part;
- (4) By the said Harwood H. Roe to the extent of an undivided one ninth part;
- (5) By the said Nellie M. Beatty to the extent of an undivided one ninth part;
- (6) By the said Frances E. Roe to the extent of an undivided one ninth part;
- (6 $\frac{1}{2}$ ) By the said Alice E. Roe, to the extent of an undivided one ninth part.
- (7) By the said John W. Roe to the extent of an undivided one eighteenth part;
- (8) By the said Milton Lee Roe to the extent of an undivided one eighteenth part;
- (9) By the said Frank L. Roe to the extent of an undivided one fifty fourth part;
- (10) By the said Margaret E. Roe to the extent of an undivided one fifty fourth part;
- (11) By the said Charles E. Roe to the extent of an undivided one fifty fourth part;
- (12) By the said Howard W. Roe to the extent of an undivided one fifty fourth part;
- (13) By the said Pearl E. Collier to the extent of an undivided one hundred and sixty second part;
- (14) By the said Wilbert F. Golt to the extent of an undivided one hundred and sixty second part;
- (15) By the said J. Elwood Golt to the extent of an undivided one hundred and sixty second part;
- (16) By the unknown heirs of Rosa Higgins, a deceased daughter of said William A. Roe, deceased, to the extent of an undivided fifty fourth part.

5. That the real estate of which said Edward M. Roe died, seized, and possessed as aforesaid can not be divided and is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the pro-

ceeds thereof divided amongst the parties according to their several interests.

To the end, therefore,

- (1) That a decree may be passed for the sale of said real estate.
- (2) That the proceeds of said sale may be distributed between your orators and the said defendants according to their respective rights and interests.
- (3) That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the writ of subpoena directed to the said Huldah Cole, William S. Cole, G. D. Neavitt and Grace Brown, who reside in Queen Anne's County, Maryland, John W. Roe, Emma Roe, Milton Lee Roe, Mary E. Roe, who reside in Baltimore City, Maryland; Wilbert F. Golt, Nettie Golt, J. Elwood Golt, Infant, who reside in Kent County, Maryland.

And the order of publication giving notice to the said Harwood H. Roe and Helen M. Roe, who reside at Laurel Springs, in the State of New Jersey; Nellie M. Beatty, John W. Beatty and Frances Roe, who reside in New Castle County, in the State of Delaware; Pearl E. Collier and James B. Collier, who reside in the State of New Jersey.

And all of whom are non residents of the State of Maryland, and the unknown heirs of Rosa Higgins, of the object and substance of this bill, and warning them to be and appear in this Court in person or by Solicitor, on or before some certain day to be named therein, to show cause if any they have, why a decree ought not to be passed as prayed.

And as in duty bound

H. B. W. MITCHELL  
SOLICITOR FOR PLAINTIFFS.

EXHIBIT A  
Filed Aug. 12th, 1927.

Queen Anne's County, to wit: Be it remembered that on the ninth day of September, in the year nineteen hundred and five the following Deed was brought to be recorded, to wit:-

This Deed of Conveyance, made this seventh day of September, in the year nineteen hundred and five, by me Sarah E. Newnam of Queen Anne's County, State of Maryland, Witnesseth that for and in consideration of Three Hundred and fifty dollars, the receipt of which being hereby acknowledged, I, the said Sarah E. Newnam, do hereby grant and convey unto Edward M. Roe and Harwood H. Roe, of Queen Anne's County, State aforesaid, as joint tenants and not as tenants in common, the survivor of them, and the heirs and assigns of the survivor of them, all that piece, parcel or lots of land situate near the town of Centreville, in the third election district of Queen Anne's County aforesaid, and lying on the left hand side of the public road leading from the said town to The Centreville Landing and commonly called The Wharf Lane, and being part of the tract of land or farm known as Chestertown, and which may be described as follows, to wit: Beginning at a point on the left hand side of the said public road one hundred and twenty feet from the land of Fannie E. Walls and where the hereby granted lot corners with the land sold to Anna R. Emory by the said Sarah E. Newnam but not yet conveyed to her and running with said road towards the aforesaid town sixty feet; thence by a straight line in a westerly course and parallel to the line of the aforesaid land of Anna R. Emory until it intersects the rear line of the land of Fannie E. Walls extended, then with the extension of said line reversed sixty feet to the land of said Anna R. Emory, and thence with said land to the aforesaid place of beginning;

And it is hereby expressly declared, stipulated and stated as conditions to the hereinabove grant that the said grantees their heirs and assigns, shall erect on said hereby granted land no building or buildings to be used for the manufacture or sale of any spiritous or fermented liquors or to be used for any immoral purpose and that they shall build on the said land no dwelling house to cost less than eight hundred dollars.

And I, the said Sarah E. Newnam, covenant to warrant specially the land hereby granted and to execute such other and further assurances of title thereto as may be or become requisite.

Witness my hand and seal.

Witness: J. W. W. Woodford.

Sarah E. Newnam (SEAL)

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

I hereby certify that on this seventh day of September, 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 appear-



ed Sarah E. Newnam and acknowledged the foregoing deed of conveyance to be her act.

J. W. W. Woodford,  
Justice of the Peace.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. E. G. No. 8, fol. 182 etc. a land record book for Queen Anne's County.

Seal's  
Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 12th. day of August, in the year 1927.

B. Hackett Turner Clerk.

EXHIBIT B  
Filed Aug. 12th, 1927.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of April, in the year nineteen hundred and sixteen, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 14th. day of April, in the year nineteen hundred and sixteen, by Harwood H. Roe and Helen M. Roe, his wife, being temporarily in Portsmouth, in the State of Virginia.

WITNESSETH: that for and in consideration of five hundred dollars, the full payment of said amount being hereby acknowledged, the said Harwood H. Roe and Helen M. Roe, his wife, do hereby grant and convey unto Edward M. Roe, of Queen Anne's County, State of Maryland, his heirs and assigns, in fee simple, the undivided one half interest and estate of the said Harwood H. Roe in all that piece, parcel or lot of land situate, lying and being near the town of Centreville, in the Third Election District of Queen Anne's County aforesaid and lying on the southwest side of the public road leading from Centreville to The Centreville Landing and commonly called "The Wharf Lane" and being part of the tract of land of farm known as "Chesterfield" and which may be described as follows, to wit: Beginning at a point on the southwest side of said public road one hundred and twenty feet from the land of Fannie E. Walls and where the lot an interest in which is hereby granted corners with the land of Byron J. Grimes and running with said public road towards the aforesaid town of Centreville sixty feet; thence by a straight line in a westerly course and parallel to the line of the aforesaid land of Byron J. Grimes until it intersects the rear line of the land of Fannie E. Walls extended; then with the extension of said line reversed sixty feet to the land of said Byron J. Grimes, and thence with said land to the aforesaid place of beginning, and being the same land which was conveyed unto said Edward M. Roe and Harwood H. Roe, as joint tenants, by Sarah E. Newnam by deed bearing date the seventh day of September, nineteen hundred and five, and recorded in Liber J. E. G. No. 8, fol. 182, a land record book for Queen Anne's County aforesaid, subject, however, to a mortgage to secure seven hundred dollars from said Edward M. and Harwood H. Roe to Elva Perry, dated the twenty seventh day of November, nineteen hundred and five, and recorded in the aforesaid liber on folio 421.

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

And the said Harwood H. Roe covenants to warrant specially except as to the aforesaid mortgage, the land hereby conveyed and to execute such other and further assurances thereof as may be requisite or necessary.

Witness our hands and seals.

Witness: Mary A. Lamar.

Harwood H. Roe (SEAL)

Helen M. Roe. (SEAL)

State of Virginia, City of Portsmouth, to wit:-

I hereby certify that on this 14th. day of April, in the year nineteen hundred and sixteen, before me, the subscriber, a Notary Public of the State of Virginia, in and for the City of Portsmouth, personally appeared Harwood H. Roe and Helen M. Roe, his wife, and did each acknowledge the within and foregoing deed to be their respective act.



In testimony whereof I hereunto subscribe my name and Notarial seal affix, this 14th. day of April, nineteen hundred and sixteen.

My commission expires September 14, 1918.

Notary  
Public  
Seal.

Mary A. Lamar:  
Notary Public.

One fifty cent Int.  
Rev. stamp, endorsed:  
HHRoe, 4/14/16

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. 8, fol. 508 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 12th. day of August, in the year 1927.

Seal's  
Place.

B. Hackett Turner Clerk.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER.  
Filed Sept. 6th, 1927.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's THE STATE OF MARYLAND  
Place.

TO Wilbert F. Golt.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of September next, to answer the complaint of J. Wesley Roe et al against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the 1st. Monday of August 1927  
Issued the 12th day of August, in the year 1927

B. Hackett Turner Clerk.

H. B. W. Mitchell

Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of September next, being the Return Day.

B. Hackett Turner Clerk.

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

Received Aug. 16, 1927 and forthwith delivered to the Sheriff of Kent Co., Md. for service.

Test: Rbot R. Ayres Clerk.

Summons

J. Thos Hadaway Sheriff.

ORDER OF PUBLICATION  
Filed August 17th, 1927.

The object of this suit is to procure a decree for the sale of the lot of land, improved by frame dwelling, on Chesterfield Ave. or Wharf Lane, of which Edward M. Roe, late of Queen Anne's County, deceased, died seized and possessed, and distribution of the proceeds among those entitled thereto.

The Bill States

J. Wesley Roe  
Frank L. Roe  
Ethel M. Roe, his wife,  
Margaret E. Roe,  
Charles E. Roe,  
Howard W. Roe  
Bertie C. Roe, his wife,  
Josephine H. Roe

Vs.

Hulda Cole  
William S. Cole, her husband,  
Harwood H. Roe,  
Helen M. Roe, his wife,  
Nellie M. Beatty  
John W. Beatty, her husband,  
Alice E. Roe  
Frances E. Roe  
John W. Roe,  
Emma Roe, his wife,  
Milton Lee Roe,  
Mary E. Roe, his wife,  
Pearl E. Collier,  
James B. Collier, her husband,  
Wilbert F. Golt,  
Nettie Golt, his wife,  
J. Elwood Golt, Infant  
unknown heirs of Rosa  
Higgins nee Golt,  
G. D. Neavitt,  
Grace Brown

In  
The Circuit Court  
For  
Queen Anne's County.  
In Equity.

To the Honorable, the Judges of said Court:

Your Orators, complaining, say:

1. That Edward M. Roe, late of Queen Anne's County, deceased, departed this life on or about March 26th, 1925, intestate, unmarried, and leaving no de-  
pendants, or father or mother, seized and possessed of real estate consisting of a lot of land sixty feet wide, more or less, with an even depth of two hundred feet, more or less, improved by frame dwelling house, situated on the southwest side of the road leading from Centreville to Centreville Landing, commonly known as "Wharf Lane", an undivided one half interest in said lot of land having been acquired by said Edward M. Roe by deed to him and Harwood H. Roe from Sarah E. Newname, dated September 7th, 1905, and recorded in Liber J. E. G. No. 8, folio 182, a land record book for Queen Anne's County, a certified copy of said deed being filed herewith as a part hereof and marked "Exhibit A" and an undivided one half interest (being the remaining undivided half interest) in said lot of land having been acquired by said Edward M. Roe by deed to him from Harwood H. Roe and Helen M. Roe, his wife by deed dated April 14th, 1916, and recorded in Liber W. F. W. No. 8, folio 508, a land record book for Queen Anne's County, a certified copy of which said last mentioned deed being filed herewith as a part hereof and marked "Exhibit B".

2. That said Edward M. Roe having departed this life as aforesaid intestate, unmarried, leaving no descendants or father or mother, left, and is survived by, the following heirs at law: J. Wesley, who resides in Dorchester, in the State of New Jersey, a half brother of the deceased; Hulda Cole nee Roe, half sister of the deceased, who is intermarried with William S. Cole, Josephine Roe, half sister of the deceased, who reside in Queen Anne's County, Maryland; Harwood H. Roe, who resides at Laurel Springs, in the State of New Jersey, half brother of the deceased, and who is intermarried with one, Helen M. Roe, who are non residents of the State of Maryland; Nellie M. Beatty nee Roe, half sister of the deceased, and who is intermarried with one John W. Beatty; Frances E. Roe, half sister of the deceased, who reside in Wilmington, New Castle County, State of Delaware, Alice E. Roe, who resides in Washington, in the District of Columbia, and who are non residents of the State of Maryland; John W. Roe, who resides in Baltimore City, Maryland, one of the two only children of Charles E. Roe deceased, half brother of the deceased, and who is intermarried with one, Emma Roe; Milton Lee Roe, who is one of the two only children of Charles E. Roe, deceased, who is intermarried with one Mary E. Roe, and who reside in Baltimore City, Maryland; Frank L. Roe who is intermarried with one Ethel M. Roe, and Margaret E. Roe, who reside in Caroline County, Maryland, and Charles E. Roe, who resides in Indianapolis, Indiana; Howard W. Roe, who resides in Wilmington, Delaware, and who is intermarried with one, Bertie C. Roe, and who is a non resident of the State of

Maryland; four of the six only children of William A. Roe, deceased, half brother of said Edward M. Roe, deceased, and Pearl E. Collier nee Golt who is intermarried with James B. Collier, both of whom live and reside in Pennsgrove, New Jersey, and are non residents of the State of Maryland, Wilbert F. Golt, who is intermarried with Nettie Golt, adults, and J. Elwood Golt, an infant of tender years; who live and reside in Kent County, Maryland, grandchildren of the said William A. Roe, late of Queen Anne's County, deceased, half brother of said Edward M. Roe, deceased, and children of Bessie Golt nee Roe, a deceased daughter of said William A. Roe, deceased; and descendants and heirs at law, children of Rosa Higgins nee Roe, a deceased daughter of said William A. Roe, deceased, who was intermarried with John Higgins, and who are heirs at law of said Rosa Higgins, but said last mentioned heirs, children of said Rosa Higgins, deceased, are unknown.

3. That there are of record in Queen Anne's County aforesaid, three judgments against the said John W. Roe, who resides in Baltimore City, Maryland, one entered by confession July 5th, 1922, in favor of G. D. Neavitt, in the sum of \$293.91 and \$10.45 costs of suit; one entered by confession December 11th, 1924, in favor of Grace Brown in the sum of \$90.00 and \$9.05 costs of suit, and one entered by confession December 31st, 1924, in favor of G. D. Neavitt in the sum of \$270.35 and \$9.05 costs of suit.

4. That upon the death of said Edward M. Roe, intestate, as aforesaid, seized and possessed of said land, the same descended unto his heirs at law enumerated in the preceding paragraph No. 2 as tenants in co-parceners, and is now owned in fee by his said heirs at law in the following proportions, to wit:

- (1) By the said J. Wesley Roe to the extent of an undivided one ninth part,
- (2) By the said Hulda Cole to the extent of an undivided one ninth part,
- (3) By the said Josephine Roe to the extent of an undivided one ninth part;
- (4) By the said Harwood H. Roe to the extent of an undivided one ninth part;
- (5) By the said Nellie M. Beatty to the extent of an undivided one ninth part;
- (6) By the said Frances Roe to the extent of an undivided one ninth part;
- (7) By the said John W. Roe to the extent of an undivided one eighteenth part;
- (8) By the said Milton Lee Roe to the extent of an undivided one eighteenth part;
- (9) By the said Frank L. Roe to the extent of an undivided one fifty fourth part;
- (10) By the said Margaret E. Roe to the extent of an undivided one fifty fourth part;
- (11) By the said Charles E. Roe to the extent of an undivided one fifty fourth part;
- (12) By the said Howard W. Roe to the extent of an undivided one fifty fourth part;
- (13) By the said Pearl E. Collier to the extent of an undivided one hundred and sixty second part;
- (14) By the said Wilbert F. Golt to the extent of an undivided one hundred and sixty second part;
- (15) By the said J. Elwood Golt to the extent of an undivided one hundred and sixty second part;
- (16) By the unknown heirs of Rosa Higgins, a deceased daughter of said William A. Roe, deceased, to the extent of an undivided fifty fourth part.

5. That the real estate of which said Edward M. Roe died, seized and possessed as aforesaid can not be divided and is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

To the end, therefore,

- (1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed between your orators and the said defendants according to their respective rights and interests.

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

May it please your Honors to grant unto your orators the writ of subpoena directed to the said Hulda Cole, William S. Cole, G. D. Neavitt and Grace Brown, who reside in Queen Anne's County, Maryland, John W. Roe, Emma Roe, Milton Lee Roe, Mary E. Roe, who reside in Baltimore City, Maryland; Wilbert F. Golt, Nettie Golt, J. Elwood Golt, who reside in Kent County, Maryland;

And the order of publication giving notice to the said Harwood H. Roe and Helen M. Roe, who reside at Laurel Springs, in the State of New Jersey; Nellie M. Beatty, John W. Beatty, and Frances Roe who reside in New Castle County, in the State of Delaware; Pearl E. Collier and James B. Collier, who reside in the State of New Jersey.

And all of whom are non residents of the State of Maryland, and the unknown heirs of Rosa Higgins, of the object and substance of this bill, and warning them to be and appear in this Court in person or by solicitor, on or before some certain day to be named therein, to show cause if any they have, why a decree ought not to be passed as prayed.

And as in duty bound.

H. B. W. Mitchell  
Solicitor for Plaintiffs.

It is thereupon, this 17th day of August, in the year nineteen hundred and twenty seven, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 16th day of September, nineteen hundred and twenty seven, give notice to the said absent defendant of the object and substance of this bill, warning them to be and appear in this court, in person or by solicitor, on or before the 3rd day of October next, to show cause, if any they have, why a decree ought not to be passed as prayed.

B. HACKETT TURNER, Clerk.

Filed Aug. 17th, 1927.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER.  
Filed Sept. 6th, 1927.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's  
Place

TO

J. Elwood Golt, Infant

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of September next, to answer the complaint of J. Wesley Roe et al against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court,  
the 1st. Monday of August, 1927  
Issued the 12th. day of August, in the year 1927

B. Hackett Turner Clerk.

H. B. W. Mitchell  
Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of September next, being the Return Day.

B. Hackett Turner Clerk.

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

Received Aug. 16, 1927 and forthwith delivered to the Sheriff of Kent Co.;  
Md. for service.

Test: Robt. R. Ayres Clerk.

Non Est.

ANSWER OF MILTON LEE ROE AND  
MARY E. ROE, HIS WIFE.  
Filed Sept. 8th, 1927.

J. Wesley Roe, Frank L. Roe et al

vs.

Huldah Cole, Wm. S. Cole, her husband;  
Harwood H. Roe et al.

In the Circuit Court

for

Queen Anne's County, in

Equity. No. 2720

The Answer of Milton Lee Roe and Mary E. Roe, his wife, to the bill of complaint in the above entitled cause exhibited against them, these defendants and each of them admit the allegations and averments and each and all of them of said bill of complaint and consent to a decree being passed as prayed for in said bill of complaint.

Witness as to both:

F. H. Stauffer.

MILTON LEE ROE

MARY E. ROE

ANSWER OF G. D. NEAVITT.  
Filed Apr. 27th, 1928.

J. WESLEY ROE ET AL

VS.

HULDAH COLE ET AL.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

NO. 2720.

To the Honorable, the Judges of said Court:

The answer of G. D. Neavitt by John Palmer Smith, his attorney, to the bill of complaint in the above entitled case exhibited against him.

This defendant admits the allegations to averments and each and all of them of said bill of complaint and consents to a decree being passed as prayed for in said bill of complaint.

John Palmer Smith  
ATTORNEY FOR G. D. NEAVITT, ONE OF THE  
DEFENDANTS.

ANSWER OF G. D. NEAVITT.  
Filed Apr. 27th, 1928.

J. Wesley Roe, et al,

vs.

Hulda Cole, et al.,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Answer of G. Davis Neavitt, Defendant, to the bill of complaint in the above entitled cause:-

This Defendant admits the allegations and averments and each and all of them of said bill of complaint and consents to a decree being passed as prayed for in said bill of complaint.

And as in duty bound, etc.,

G. Davis Neavitt  
DEFENDANT.

136812

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER.  
Filed Sept. 6th, 1927.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place

Nettie Golt

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of September next, to answer the complaint of J. Wesley Roe et al against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court,  
the 1st. Monday of August 1927  
Issued the 12th. day of August, in the year 1927

H. B. W. Mitchell

B. Hackett Turner Clerk

Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of September next, being the Return Day.

B. Hackett Turner Clerk.

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

Non-Est.

PETITION TO MAKE JAMES M. EWING A PARTY  
DEFENDANT, AND THE ORDER OF COURT THEREON.  
Filed June 2nd, 1928.

J. Wesley Roe et al

vs.

Hulda Cole et al.

In the Circuit Court

for

Queen Anne's County,

In Equity No. 2720.

To the Honorable, the Judges of said Court:

The petition of J. Wesley Roe and the other complainants in the aforesaid cause to your Honors respectfully sets forth:

That it has been discovered that there is a judgment of record in the Circuit Court for Queen Anne's County against Milton L. Roe and Mary E. Roe, two of the defendants to said cause at the suit of James M. Ewing, who resides in Talbot County, and that said Ewing has not been made a party to said cause.

Your petitioners, therefore, pray your Honors to grant unto them leave to amend the bill of complaint filed in said cause by making said James M. Ewing a party defendant thereto.

Respectfully submitted

H. B. W. MITCHELL  
ATTORNEY FOR COMPLAINANTS.

ORDERED, this second day of June, nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County on the foregoing petition of J. Wesley Roe et al complainants in the cause of them, against Hulda Cole et al, being No. 2720 in the Circuit Court for Queen Anne's County, in Equity, that leave be, and the same is hereby, granted unto them to amend their bill of complaint by making James M. Ewing a party defendant to said cause.

Filed June 2nd. 1928.

THOMAS J. KEATING

PETITION TO MAKE HENRIETTA E. PERRY  
A PARTY DEFENDANT, AND THE ORDER OF  
COURT THEREON  
Filed February 11th, 1929.

J. WESLEY ROE ET AL

VS.

HULDA COLE ET AL.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
NO. 2720.

To the Honorable, the Judges of said Court:

The petition of J. Wesley Roe and others, complainants in the a-  
foresaid cause, to your Honors respectfully sets forth:

That it has been discovered that there is a judgment of record in  
the Circuit Court for Queen Anne's County, entered by confession August third, nine-  
teen hundred and twenty one, against Milton L. Roe, Mary E. Roe and John W. Roe,  
three of the defendants to said cause, at the suit of Henrietta E. Perry, in the sum  
of \$122.45 and interest and \$14.25 costs of suit and that said Henrietta E. Perry  
has not been made a party to said cause.

Your petitioners, therefore, pray your Honors to grant unto them  
leave to amend the bill of complaint filed in said cause by making said Henrietta E.  
Perry a party defendant thereto.

Respectfully submitted.

H. B. W. MITCHELL  
ATTORNEY FOR COMPLAINANTS.

ORDERED, this eleventh day of February, nineteen hundred and twen-  
ty nine, by the Circuit Court for Queen Anne's County on the foregoing petition of  
J. Wesley Roe et al complainants in the cause of them, against Hulda Cole et al, be-  
ing No. 2720 in the Circuit Court for Queen Anne's County, in Equity, that leave be,  
and the same is hereby, granted unto them to amend their bill of complaint by making  
Henrietta E. Perry a party defendant to said cause.

Filed February 11th, 1929.

THOMAS J. KEATING

ORDER TO ISSUE SUBPOENA FOR  
J. ELWOOD GOLT, INFANT.

J. Wesley Roe, Frank L. Roe et al,

VS.

Hulda Cole, Wm. S. Cole, her husband;  
Harwood H. Roe et al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY, No. 2720.

B. Hackett Turner, Clerk:

You will issue subpoena in the above entitled cause, directed  
to the Sheriff of Queen Anne's County for J. Elwood Golt, infant.

H. B. W. Mitchell  
ATTORNEY FOR PLAINTIFFS.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER.  
Filed Apr. 1st, 1929.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place.

J. Elwood Golt, 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 May next, to answer the complaint  
of J. Wesley Roe et. al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the 1st. Monday of March 1929  
Issued the 15th day of March in the year 1929.

H. B. W. Mitchell, atty.

B. Hackett Turner Clerk

Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of May next, being the Return Day.

B. Hackett Turner Clerk.

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

Summoned by reading to J. Elwood Golt and his grandfather, Frank A. Golt, Sr. and copy left with J. Elwood Golt and his frandfather, Frank A. Golt, sr. March 30th, 1929.

Frank Y. Whiteley, Sheriff.

ANSWER OF HENRIETTA E. PERRY.  
Filed March 16th, 1929.

J. WESLEY ROE ET AL

VS.

HULDA COLE ET AL.



IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,  
IN EQUITY,  
NO. 2720.

To the Honorable, the Judges of said Court:

The answer of Henrietta E. Perry by Charles E. Tucker, her attorney, to the bill of complaint in the above entitled cause exhibited against her.

This defendant admits the allegations and averments and each and all of them of said bill of complaint and consents to a decree being passed as prayed for in said bill of complaint.

Chas. E. Tucker  
ATTORNEY FOR HENRIETTA E. PERRY,  
ONE OF THE DEFENDANTS.

ANSWER OF JAMES M. EWING.  
Filed March 16th, 1929.

J. WESLEY ROE ET AL

VS.

HULDA COLE ET AL.



IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,  
IN EQUITY,  
NO. 2720.

To the Honorable, the Judges of said Court:

The answer of James M. Ewing by John Palmer Smith, his Attorney, to the bill of complaint in the above entitled case exhibited against him.

This defendant admits the allegations to averments and each and all of them of said bill of complaint and consents to a decree being passed as prayed for in said bill of complaint.

John Palmer Smith.  
ATTORNEY FOR JAMES M. EWING, ONE OF  
THE DEFENDANTS.



ANSWER OF WILBERT F. GOLT  
AND NETTIE M. GOLT.  
Filed March 19th, 1929.

J. WESLEY ROE, FRANK L. ROE  
ET AL.

VS.

HULDA COLE, WILLIAM S. COLE,  
HER HUSBAND: HARWOOD H. ROE  
ET AL.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,  
IN EQUITY. NO. 2720.

The Answer of Wilbert F. Golt and Nettie M. Golt, his wife, to the bill of complaint in the above entitled cause exhibited against them, these defendants and each of them admit the allegations and averments of said bill of complaint and each of them consent to a decree being passed as prayed for in said bill of complaint.

Witness as to both:

Elmer A. Coleman.

WILBERT F. GOLT

NETTIE M. GOLT

CERTIFICATE OF PUBLICATION  
OF ORDER OF PUBLICATION.  
Filed June 11th, 1929.

ORDER OF PUBLICATION.

The object of this suit is to procure a decree for the sale of the lot of land, improved by frame dwelling, on Chesterfield Ave. or Wharf Lane, of which Edward M. Roe, late of Queen Anne's County, deceased, died seized and possessed, and distribution of the proceeds among those entitled thereto.

THE BILL STATES:

J. Wesley Roe, Frank L. Roe, Ethel  
M. Roe, his wife; Margaret E. Roe,  
Charles E. Roe, Howard W. Roe, Bertie  
C. Roe, his wife; Josephine H. Roe.

vs.

Hulda Cole, William S. Cole, her husband; Harwood H. Roe, Helen M. Roe, his wife; Nellie M. Beatty, John W. Beatty, her husband; Alice E. Roe, Frances E. Roe, John W. Roe, Emma Roe, his wife; Milton Lee Roe, Mary E. Roe, his wife; Pearl E. Collier, James B. Collier, her husband; Wilbert F. Golt, Nettie Golt, his wife; J. Elwood Golt, Infant; unknown heirs of Rosa Higgins nee Golt, G. D. Neavitt, Grace Brown.

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

To the Honorable, the Judges of said Court:

Your Orators, complaining say:

1. That Edward M. Roe, late of Queen Anne's County, deceased, departed this life on or about March 26th, 1925, intestate, unmarried, and leaving no descendants, or father or mother, seized and possessed of real estate consisting of a lot of land sixty feet wide, more or less, with an even depth of two hundred feet, more or less, improved by frame dwelling house, situated on the south west side of the road leading from Centreville to Centreville Landing, commonly known as "Wharf Lane", an undivided one half interest in said lot of land having been acquired by said Edward M. Roe by deed to him and Harwood H. Roe from Sarah E. Newnam, dated September 7th, 1905, and recorded in Liber J. E. G. No. 8, folio 182, a land record book for Queen Anne's County, a certified copy of said deed being filed herewith as a part hereof and marked "Exhibit A" and an undivided one half interest (being the remaining undivided half interest) in said lot of land having been acquired by said Edward M. Roe by deed to him from Harwood H. Roe and Helen M. Roe, his wife by deed dated April 14th, 1916, and recorded in Liber W. F. W. No. 8, folio 508, a land record book for Queen Anne's county, a certified copy of which said last mentioned deed being filed herewith as a part hereof and marked "Exhibit B".

2. That said Edward M. Roe having departed this life as aforesaid intestate, unmarried, leaving no descendants or father or mother, left, and is survived by, the following heirs at law: J. Wesley Roe, who resides in Dorchester, in the State of New Jersey, a half brother of the deceased; Hulda Cole nee Roe, half sister of the deceased, who is intermarried with William S. Cole, Josephine Roe, half sister of the deceased, who resides in Queen Anne's County, Maryland; Harwood H. Roe, who resides at Laurel Springs, in the State of New Jersey, half brother of the deceased, and who is intermarried with one Helen M. Roe, who are non residents of the State of Maryland; Nellie M. Beatty nee Roe, half sister of the deceased, and who is intermarried with one John W. Beatty; Frances E. Roe, half sister of the deceased, who resides in Wilmington, New Castle County, State of Delaware; Alice E. Roe, who resides in Washington, in the District of Columbia, and who are non residents of the State of Maryland; John W. Roe, who resides in Baltimore City, Maryland, one of the two only children of Charles E. Roe, deceased, half brother of the deceased, and who is intermarried with one, Emma Roe; Milton Lee Roe, who is one of the two only children of Charles E. Roe, deceased, who is intermarried with one Mary E. Roe, and who resides in Baltimore City, Maryland; Frank L. Roe, who is intermarried with one Ethel M. Roe, and Margaret E. Roe, who reside in Caroline County, Maryland, and Charles E. Roe, who resides in Indianapolis, Indiana, Howard W. Roe, who resides in Wilmington, Delaware, and who is intermarried with one, Bertie C. Roe, and who is a non resident of the State of Maryland; four of the six only children of William A. Roe, deceased, half brother of said Edward M. Roe, deceased, and Pearl E. Collier nee Golt, who is intermarried with James B. Collier, both of whom live and reside in Pennsgrove, New Jersey, and are non residents of the State of Maryland, Wilbert F. Golt, who is intermarried with Nettie Golt, adults, and J. Elwood Golt, an infant of tender years, who live and reside in Kent County, Maryland, grandchildren of the said William A. Roe, late of Queen Anne's County, deceased, half brother of said Edward M. Roe, deceased, and children of Bessie Golt, nee Roe, a deceased daughter of said William A. Roe, deceased; and descendants and heirs at law, children of Rosa Higgins nee Roe, a deceased daughter of said William A. Roe, deceased, who was intermarried with John Higgins, and who are heirs at law of said Rosa Higgins, but said last mentioned heirs, children of said Rosa Higgins, deceased, are unknown.

3. That there are on record in Queen Anne's County aforesaid, three judgments against the said John W. Roe, who resides in Baltimore City, Maryland, on entered by confession July 5th, 1922, in favor of G. D. Neavitt, in the sum of \$293.81 and \$10.45 costs of suit; one entered by confession December 11th, 1924, in favor of Grace Brown in the sum of \$90.00 and \$9.05 costs of suit, and one entered by Confession December 31st, 1924 in favor of G. D. Neavitt in the sum of \$270.35 and \$9.05 costs of suit.

4. That upon the death of said Edward M. Roe, intestate, as aforesaid, seized and possessed of said land, the same descended unto his heirs at law enumerated in the preceding paragraph No. 2 as tenants in co-parcenary, and is now owned in fee by his said heirs at law in the following proportions, to wit:

ed one ninth part,	(1)	By the said J. Wesley Roe to the extent of an undivided
one ninth part,	(2)	By the said Hulda Cole to the extent of an undivided
ed one ninth part,	(3)	By the said Josephine Roe to the extent of an undivided
divided one ninth part;	(4)	By the said Harwood H. Roe to the extent of an un-
divided one ninth part;	(5)	By the said Nellie M. Beatty to the extent of an un-
one ninth part;	(6)	By the said Frances Roe to the extent of an undivided
one eighteenth part;	(7)	By the said John W. Roe to the extent of an undivided
divided one eighteenth part;	(8)	By the said Milton Lee Roe to the extent of an un-
one fifty fourth part;	(9)	By the said Frank L. Roe to the extent of an undivided
divided fifty fourth part;	(10)	By the said Margaret E. Roe to the extent of an un-
divided one fifty fourth part;	(11)	By the said Charles E. Roe to the extent of an un-
ed one fifty fourth part;	(12)	By the said Howard W. Roe to the extent of an undivided
divided one hundred and sixty second part;	(13)	By the said Pearl E. Collier to the extent of an un-
divided one hundred and sixty second part;	(14)	By the said Wilbert F. Golt to the extent of an un-
ed one hundred and sixty second part;	(15)	By the said J. Elwood Golt to the extent of an undivided
daughter of said William A. Roe, deceased, to the extent of an undivided fifty fourth part,	(16)	By the unknown heirs of Rosa Higgins, a deceased

5. That the real estate of which said Edward M. Roe died, seized and possessed as aforesaid can not be divided and is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

To the end, therefore,

(1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed between your orators and the said defendants according to their respective rights and interests.

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

May it please your Honors to grant unto your orators the writ of subpoena directed to the said Hulda Cole, William S. Cole, G. D. Neavitt and Grace Brown, who reside in Queen Anne's County, Maryland, John W. Roe, Emma Roe, Milton Lee Roe, Mary E. Roe, who reside in Baltimore City, Maryland; Wilbert F. Golt, Nettie Golt, J. Elwood Golt, who reside in Kent County, Maryland;

And the order of publication giving notice to the said Harwood H. Roe and Helen M. Roe, who reside at Laurel Springs, in the State of New Jersey; Nellie M. Beatty, John W. Beatty, and Frances Roe, who reside in New Castle County, in the State of Delaware; Pearl E. Collier and James B. Collier, who reside in the State of New Jersey.

And all of whom are non residents of the State of Maryland, and the unknown heirs of Rosa Higgins, of the object and substance of this bill, and warning them to be and appear in this Court in person or by solicitor, on or before some certain day to be named therein, to show cause if any they have, why a decree ought not to be passed as prayed.

And as in duty bound,

H. B. W. MITCHELL,  
Solicitor for Plaintiffs.

It is thereupon, this 17th day of August, in the year nineteen hundred and twenty seven, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 16th day of September, nineteen hundred and twenty seven, give notice to the said absent defendants of the object and substance of this bill, warning them to be and appear in this court, in person or by solicitor, on or before the 3rd day of October next, to show cause, if any they have, why a decree ought not to be passed as prayed.

B. HACKETT TURNER, Clerk.  
True Copy  
Test: B. HACKETT TURNER, Clerk.  
Filed Aug. 17, 1927.

THE CENTREVILLE RECORD

Centreville, Md., June 10 1929

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the order of publication in the case of J. Wesley Roe et al. vs. Hulda Cole et al a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks (1st insertion being Aug. 18/1927) before the 16 day of Sept. in the year 1927.

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

PETITION FOR APPOINTMENT  
OF GUARDIAN AD LITEM.  
Filed June 11th, 1929.

H. WESLEY ROE ET AL  
VS.  
HULDAH COLE ET AL.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
No. 2720.

To the Honorable, the Judges of said Court:

The petition of Huldah Cole et al, the plaintiffs in the above cause, to your Honors respectfully sets forth:

That J. Elwood Golt, infant, defendant, in the above cause, has been duly returned summoned, but being an infant he cannot answer and defend this suit for himself; that said J. Elwood Golt has no legal guardian residing

within the jurisdiction of this court; that it is necessary that some person be appointed by this Honorable Court the guardian at litem of said infant defendant to answer and defend this suit.

Your petitioners therefore pray your Honors to appoint a guardian at litem to appear and answer for said infant.

H. B. W. Mitchell  
Solicitor for petitioners.

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

I hereby certify that on this 11th day of June in the year nineteen hundred and twenty nine, before me, the Clerk of the Circuit Court, in and for Queen Anne's, Maryland, personally appeared Josephine H. Roe, one of the plaintiffs, and made oath that the matters and things stated in the foregoing petition were true as stated to the best of her knowledge and belief.

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

Filed June 11th, 1929.

ORDERED this 13th day of June in the year nineteen hundred and twenty nine, by the Circuit Court for Queen Anne's County, in Equity, upon the foregoing petition that Verna Mears be, and he is hereby, appointed guardian at litem to appear and answer for J. Elwood Golt, infant, defendant in the above cause.

Filed June 13th, 1929.

THOMAS J. KEATING

ANSWER OF J. ELWOOD GOLT BY  
GUARDIAN AD LITEM.  
Filed June 13th, 1929.

J. Wesley Roe et al  
vs.  
Huldah Cole et al.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
No. 2720.

To the Honorable, the Judges of said Court:

The Answer of J. Elwood Golt, Infant, by Verna Mears, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of J. Wesley Roe et al against him in this Court exhibited.

This defendant being an infant, cannot admit any of the matter and things in said bill alleged, and submits his rights thereunder to the protection of this Court.

And as in duty bound etc.

Verna Mears  
GUARDIAN AD LITEM.

PETITION FOR DECREE PRO CONFESSO AND  
ORDER OF COURT THEREON GRANTING LEAVE  
TO TAKE TESTIMONY.  
Filed June 17th, 1929.

J. Wesley Roe,  
Frank L. Roe,  
Ethel M. Roe, his wife,  
Margaret E. Roe,  
Charles E. Roe,  
Howard W. Roe,  
Vertie C. Roe, his wife,  
Josephine H. Roe,

vs.

Huldah Cole,  
William S. Cole, her husband,  
Harwood H. Roe,  
Helen M. Roe, his wife,  
Nellie M. Beatty, John W. Beatty,  
her husband,  
Alice E. Roe,  
Frances E. Roe,

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

H36812

John W. Roe,  
 Emma Roe, his wife,  
 Milton Lee Roe,  
 Mary E. Roe, his wife,  
 Pearl E. Collier,  
 James B. Collier, her husband,  
 Wilbert F. Golt  
 Nettie M. Golt, his wife,  
 J. Elwood Golt, Infant,  
 unknown heirs of Rosa  
 Higgins nee Golt,  
 G. D. Neavitt,

To the Honorable, the Judges of said Court:

The petition of J. Wesley Roe, Frank L. Roe, Ethel M. Roe, his wife, Margaret E. Roe, Charles E. Roe, Howard W. Roe, Bertie C. Roe, his wife, and Josephine H. Roe to your Honors respectfully sets forth:

1. That the defendants, Huldah Cole and William S. Cole, her husband; John W. Roe and Emma Roe, his wife; Milton Lee Roe and Mary E. Roe, his wife; Wilbert F. Golt and Nettie M. Golt, his wife; G. D. Neavitt, Grace Brown, James M. Ewing and Henrietta E. Perry, have answered the Bill of Complaint exhibited against them in the aforesaid cause admitting the allegations and averments of said Bill of Complaint and each and all of them and consenting to a decree being passed as prayed in said Bill of Complaint.

2. That J. Elwood Golt, Infant, defendant, has been duly summoned and has answered said Bill of Complaint by his guardian ad litem neither admitting or denying the allegations and averments of said Bill of Complaint but putting the plaintiffs on proof of them.

3. That on the seventeenth day of August, nineteen hundred and twenty seven, the Clerk of this Court issued an order of publication giving notice to the defendants, Harwood H. Roe and Helen M. Roe, his wife; Nellie M. Beatty and John W. Beatty, her husband; Alice E. Roe, Frances E. Roe, Pearl E. Collier and James B. Collier, her husband, all of whom are non residents of the State of Maryland, and the unknown heirs of Rosa Higgins nee Golt of the substance and object of the said Bill of Complaint, and warning them to appear in this Court, in person or by solicitor, on or before the third day of October, nineteen hundred and twenty seven, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed in said Bill of Complaint, and said order of publication was duly published by said plaintiffs in The Centreville Record, 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 defendants, as will appear by reference to the certificate of publication of said order of publication filed among the proceedings in this cause;

4. That up to the date of the filing of this petition the said Harwood H. Roe, Helen M. Roe, Nellie M. Beatty, John W. Beatty, Alice E. Roe, Frances E. Roe, Pearl E. Collier, James B. Collier and the unknown heirs of Rosa Higgins nee Golt have not appeared in this Court nor have any of them 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 said defendants or any of them,

5. That your petitioners are advised that they are entitled to relief in the premises and pray your Honors to pass an order taking said bill of complaint pro confesso against said non resident defendants, and granting unto the plaintiffs leave to take testimony in support of the allegations of their bill of complaint.

Respectfully submitted.

Filed June 17th, 1929.

H. B. W. Mitchell  
 SOLICITOR FOR PETITIONERS.

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in The Centreville Record, a newspaper printed and published in Queen Anne's County, as prescribed by said order, and the defendants, Harwood H. Roe, Helen M. Roe, his wife, Nellie M. Beatty, John W. Beatty, her husband, Alice E. Roe, Frances E. Roe, Pearl E. Collier, James B. Collier, her husband, and the unknown heirs of Rosa Higgins nee Golt, having failed to appear either in person or by solicitor, and answer the bill of complaint therein filed against them,

It is thereupon, this 17th day of June, 1929, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED AND DECREED that the plaintiffs are entitled to relief the plaintiffs are entitled, it is further adjudged and order that leave be granted to the plaintiffs to take testimony before Thomas J. Keating, Jr., Special Examiner of this Court, to support the allegations of the bill.

Filed June 17th, 1929.

THOMAS J. KEATING

J. Wesley Roe et al,  
 vs.  
 Huldah Roe, et al,

In the Circuit Court  
 for  
 Queen Anne's County,  
 In Equity,  
 No. 2720.

To the Honorable, the Judges of said Court:

The petition of J. Wesley Roe et al, plaintiffs in the afore-  
 said cause to your Honors respectfully sets forth:

1. That your petitioners are desirous of taking testimony in the  
 aforesaid cause in support of the allegations of their bill of complaint, leave  
 having been granted unto them by this Honorable Court to take such testimony.

2. That your petitioners are advised that there is no person  
 in the Court holding the position of Standing Examiner, except the Solicitor  
 for your petitioners, who is disqualified, and that the appointment of a Special  
 Examiner for the purpose is, therefore, necessary.

Your petitioners, therefore, pray your Honors to pass an order  
 appointing a Special Examiner to take the testimony required in the above entitl-  
 ed cause.

Respectfully submitted.

Filed June 17th, 1929.

H. B. W. Mitchell  
 SOLICITOR FOR PETITIONER.

ORDERED, on this 17th day of June, 1929, by the Circuit Court  
 for Queen Anne's County, in Equity, upon the aforesaid petition of J. Wesley  
 Roe et al, plaintiffs in this Court in cause No. 2720, that Thomas J. Keating,  
 Junior, be and he is hereby appointed Special Examiner to take the testimony re-  
 quired in said cause with authority to proceed in due course.

Filed June 17th, 1929.

THOMAS J. KEATING

ANSWER OF GRACE BROWN.  
 Filed Sept. 20th, 1929.

J. WESLEY ROE ET AL  
 VS.  
 HULDAH COLE ET AL.

IN THE CIRCUIT COURT  
 FOR  
 QUEEN ANNE'S COUNTY,  
 IN EQUITY,  
 NO. 2720.

To the Honorable, the Judges of said Court:

The answer of Grace Brown to the bill of complaint in the above en-  
 titled cause exhibited against her.

This defendant admits the allegations and averments and each and  
 all of them of said bill of complaint and consents to a decree being passed as  
 prayed for in said bill of complaint.

Witness:

GRACE BROWN

Nellie Brown.

PETITION OF MARY SUSAN ROE,  
 WIDOW OF J. WESLEY ROE TO  
 BE MADE A PARTY.  
 Filed Sept. 6th, 1929.

J. WESLEY ROE ET AL  
 VS.  
 HULDAH COLE ET AL.

IN THE CIRCUIT COURT  
 FOR  
 QUEEN ANNE'S COUNTY,  
 IN EQUITY,  
 NO. 2720.

To the Honorable, the Judges of said Court:

I, Mary Susan Roe, wife of J. Wesley Roe, pray to be made a party  
 plaintiff to the above entitled cause and pray that a decree be passed by this Hon-  
 orable Court for the sale of the real estate of which Edward M. Roe, late of Queen  
 Anne's County, deceased, died seized and possessed, the said real estate described  
 in the bill of complaint in this cause and which is situated on the southwest side



of the road known as Wharf Lane, near Centreville, in the Third Election District of Queen Anne's County, for the purpose of partition.

September 6th., 1929.

MARY SUSAN ROE.

DEPOSITIONS  
Filed Sept. 6th, 1929.

J. WESLEY ROE,  
FRANK L. ROE,  
ETHEL M. ROE, HIS WIFE,  
MARGARET E. ROE,  
CHARLES E. ROE,  
HOWARD W. ROE,  
BERTIE C. ROE, HIS WIFE,  
JOSEPHINE H. ROE,

VS.

HULDAH COLE,  
WILLIAM S. COLE, HER HUSBAND,  
HARWOOD H. ROE,  
HELEN M. ROE, HIS WIFE,  
NELLIE M. BEATTY,  
JOHN W. BEATTY, HER HUSBAND,  
ALICE E. ROE,  
FRANCES E. ROE,  
JOHN W. ROE,  
EMMA ROE, HIS WIFE,  
MILTON LEE ROE,  
MARY E. ROE, HIS WIFE,  
PEARL E. COLLIER,  
JAMES B. COLLIER, HER HUSBAND,  
WILBERT F. GOLT,  
NETTIE M. GOLT, HIS WIFE,  
J. ELWOOD GOLT, INFANT,  
UNKNOWN HEIRS OF ROSA  
HIGGINS NEE GOLT.  
G. D. NEAVITT,  
GRACE BROWN,  
HENRIETTA E. PERTY,  
JAMES M. EWING.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

NO. 2720.

To the Honorable, the Judges of said Court:

The report of Thomas J. Keating, Junior, Special Examiner appointed by this Honorable Court to take the testimony required in the above entitled cause by its order of June 17th. 1929, with authority to proceed in due course, leave having been granted to the plaintiffs to take testimony in said cause before me, Special Examiner of this Court, to support the allegations of the bill, your Special Examiner, having first taken the required oath as such Special Examiner before the Clerk of this Court, did attend at the office of H. B. W. Mitchell, Solicitor for the plaintiffs, in the town of Centreville, Queen Anne's County, Maryland, Friday, September 6th., 1929, at the hour of ten o'clock, a. m., to take testimony in the aforesaid cause,

There being present H. B. W. Mitchell, Solicitor for the plaintiffs, Josephine H. Roe and J. Wesley Roe, two of the plaintiffs, and Huldah Cole and William S. Cole, her husband, two of the defendants, and proceeded to take the following testimony, to wit:

Miss Josephine H. Roe, one of the plaintiffs, first witness, of lawful age, after being duly sworn, deposes and says:

1. Q. State your name, age and place of residence?

Ans. Josephine H. Roe, 40 years old, Centreville, Queen Anne's County, Maryland.

2. Q. Miss Roe this is a suit in the Circuit Court for Queen Anne's County, in Equity, brought by J. Wesley Roe, Frank L. Roe and others, plaintiffs, against Huldah Cole, William S. Cole, her husband, Harwood H. Roe and others, defendants, state whether you know the parties to this suit or any of them.

Ans. Yes, I know J. Wesley Roe, Frank L. Roe, Margaret E. Roe, Charles E. Roe, Harwood W. Roe and I am Josephine H. Roe, one of the plaintiffs; I also know Huldah Cole and William S. Cole, her husband; Harwood H. Roe and Helen, his wife; Nellie M. Beatty and John W. Beatty, her husband; Alice E. Roe, Frances E. Roe, John W. Roe and Emma Roe, his wife; Milton Lee Roe, Pearl E. Collier and James B. Collier, her husband; Wilbert F. Golt, J. Elwood Golt, who is an infant of tender years; I knew Rosa Higgins, now deceased, who was a daughter of William A. Roe, deceased, and I know she left children surviving her but I do not know their names or where they reside; G. D. Neavitt and Grace Brown.

3. Q. Did you or not know Edward M. Roe?

Ans. Yes, I did.

4. Q. Is he living or dead?

Ans. Dead.

5. Q. State, if you know, whether he died testate or intestate and state whether he was ever married or left any descendants or father or mother and state also his next of kin and heirs at law, the husband or wife of any of them that may be married and, the place of residence of each, so far as you may know, and which, if any of them are non residents of the State of Maryland?

Ans. He died intestate, he never was married, he did not leave any descendants, and he was not survived by his mother or father. He left surviving him as his only heirs at law, J. Wesley Roe, who resides in Dorchester, in the State of New Jersey, and whose wife is Mary Susan Roe, a half brother of the deceased; Huldah Cole nee Roe, half sister of the deceased, who is intermarried with William S. Cole, Josephine H. Roe, who is the witness, a half sister of the deceased, who resides in Queen Anne's County, Maryland, Harwood H. Roe, who resides in Laurel Springs, in the State of New Jersey, half brother of the deceased, and who is intermarried with one, Helen M. Roe, who are non residents of the State of Maryland; Nellie M. Beatty nee Roe, half sister of the deceased, and who is intermarried with one, John W. Beatty; Frances E. Roe, half sister of the deceased, who reside in Wilmington, New Castle County, State of Delaware, Alice E. Roe, half sister of the deceased, who resides in Washington, in the District of Columbia, and who are non residents of the State of Maryland; John W. Roe, who resides in Baltimore City, Maryland, one of the two only children of Charles E. Roe, deceased, half brother of the deceased, and who is intermarried with one, Emma Roe; Milton Lee Roe, who is one of the two only children of Charles E. Roe, deceased, who is intermarried with one, Mary E. Roe, and who reside in Baltimore City, Maryland; Frank L. Roe, who is intermarried with one, Ethel M. Roe, and Margaret E. Roe, who reside in Caroline County, Maryland, and Charles E. Roe, who resides in Indiannapolis, Indiana; Howard W. Roe, who resides in Wilmington, Delaware, and who is intermarried with one, Bertie C. Roe, and who is a non resident of the State of Maryland; four of the six only children of William A. Roe, deceased, half brother of said Edward M. Roe, deceased, and Pearl E. Collier nee Golt, who is intermarried with James B. Collier, both of whom live and reside in Pennsgrove, New Jersey, and are non residents of the State of Maryland, Wilbert F. Golt, who is intermarried with Nettie M. Golt, adults, and J. Elwood Golt, an infant of tender years; who live and reside in Queen Anne's County, Maryland, grandchildren of the said William A. Roe, late of Queen Anne's County, deceased; and descendants and heirs at law, children, of Rosa Higgins nee Roe, a deceased daughter of said William A. Roe, deceased, who was intermarried with John Higgins, and who are heirs at law of said Rosa Higgins, but said last mentioned heirs, children of said Rosa Higgins, deceased, are unknown to me.

6. Q. Did the said Edward M. Roe, deceased, die seized and possessed of any real estate, if year, describe it?

Ans. Yes, he was at the time of his death seized and possessed of real estate consisting of a lot of land sixty feet wide, more or less, with an even depth of two hundred feet, more or less, improved by frame dwelling house, situated on the southwest side of the road leading from Centreville to Centreville Landing, commonly known as Wharf Lane.

7. Q. Can said real estate of which said Edward M. Roe died seized and possessed and which you have described in your answer to Int. 6, be divided or is it susceptible of partition without material loss and injury to the parties entitled to interests therein, give reason for your answer?

Ans. No, it cannot. The parties in interest are so numerous that it would be impossible to divide the land among them in proportion to their respective interests and give each one land of any material value and if the land were divided, a small part of it would have buildings on it and the remainder would have no buildings on it.

8. Q. State again the heirs at law of said Edward M. Roe, deceased, and what relationship each bears to him?

Ans. J. Wesley Roe, a half brother, Huldah Cole, a half sister, myself (Josephine H. Roe) a half sister; Harwood H. Roe, a half brother; Nellie M. Beatty, a half sister; Frances E. Roe; a half sister; Alice E. Roe, a half sister; John W. Roe and Milton Lee Roe, the two only children of Charles E. Roe, who was a half brother of said Edward M. Roe and who predeceased him; Frank L. Roe, Margaret E. Roe, Charles E. Roe, Harwood W. Roe, four of six only children of William A. Roe, a deceased half brother of said Edward M. Roe; Pearl E. Collier, Wilbert F. Golt, and J. Elwood Golt, an infant, children of Bessie Golt nee Roe, deceased, who was a daughter of said William A. Roe, deceased, and the children of Rosa Higgins, deceased, who was a daughter of the said William A. Roe, deceased.

9. Q. State if you know, whether the said Rosa Higgins predeceased the said Edward M. Roe?

Ans. Yes, she did, She died before Edward M. Roe died.

Exams. Special.

Ans. No, except that I want to say that Bessie Golt predeceased Edward M. Roe.

JOSEPHINE H. ROE.



Mr. J. Wesley Roe, one of the plaintiffs, second witness of lawful age, after being duly sworn, deposes and says.

1. Q. State your name, age and place of residence?

Ans. J. Wesley Roe, 44 years old, residence Dorchester, New Jersey.

2. Q. Mr. Roe, this is a suit in the Circuit Court for Queen Anne's County, in Equity, brought by yourself and others, plaintiffs, against Huldah Cole, her husband, Howard H. Roe and others, defendants, state whether you know the parties to this suit or any of them.

Ans. Yes, I am J. Wesley Roe, I know Josephine H. Roe, Huldah Cole, William S. Cole, her husband; Harwood H. Roe and Helen M. Roe, his wife, Nellie M. Beatty and John W. Beatty, her husband; Alice E. Roe, Frances E. Roe, and I did know Rosa Higgins, who is now dead, Rosa Higgins was a daughter of William A. Roe, now deceased.

3. Q. Did you or not know Edward M. Roe?

Ans. Yes, I did.

4. Q. Is he living or dead?

Ans. Dead.

5. Q. State, if you know, whether he died testate or intestate?

Ans. He died intestate.

6. Q. State whether said Edward M. Roe was ever married or left any children or descendants or father or mother, and state also so far as you may know his heirs at law and next of kin, the husband or wife of any of them that may be married and the place of residence of each so far as you may know and which, if any of them, are non-residents of the State of Maryland?

Ans. He never was married, he did not leave any descendants and he was not survived by his father or mother, he left surviving him as his only heirs at law and next of kin myself J. Wesley Roe, a half brother of the deceased, and my wife is Mary Susan Roe, and we reside in Dorchester, in the State of New Jersey; Huldah Cole nee Roe, half sister of the deceased, who is intermarried with William S. Cole, Josephine H. Roe, half sister of the deceased, who resides in Queen Anne's County, Maryland; Harwood H. Roe, who resides at Laurel Springs, in the State of New Jersey, half brother of the deceased, and who is intermarried with one, Helen M. Roe, who are non residents of the State of Maryland; Nellie M. Beatty nee Roe, half sister of the deceased, and who is intermarried with one John W. Beatty; Frances E. Roe, half sister of the deceased, who reside in Wilmington, New Castle County, State of Delaware, Alice E. Roe, half sister of the deceased, who resides in Washington, in the District of Columbia, and who are non residents of the State of Maryland; John W. Roe, who resides in Baltimore City, Maryland, one of the two only children of Charles E. Roe, deceased, half brother of the deceased, and who is intermarried with one, Emma Roe; Milton Lee Roe, who is one of the two only children of Charles E. Roe, deceased, who is intermarried with one, Mary E. Roe, and who reside in Baltimore City, Maryland; Frank L. Roe, who is intermarried with one, Ethel M. Roe, and Margaret E. Roe, who reside in Caroline County, Maryland, and Charles E. Roe, who resides in Indiannapolis, Indiana; Howard W. Roe, who resides in Wilmington, Delaware, and who is intermarried with one, Bertie C. Roe, and who is a non resident of the State of Maryland; four of the six only children of William A. Roe, deceased, half brother of said Edward M. Roe, deceased, and Pearl E. Collier nee Golt, who is intermarried with James B. Collier, both of whom live and reside in Pennsgrove, New Jersey, and are non residents of the State of Maryland; Wilbert F. Golt, who is intermarried with Nettie M. Golt, adults, and J. Elwood Golt, an infant of tender years, who live and reside in Queen Anne's County, Maryland, grandchildren of the said William A. Roe, late of Queen Anne's County, deceased, half brother of said Edward M. Roe, deceased, and children of Bessie Golt nee Roe, a deceased daughter of said William A. Roe, deceased; and descendants and heirs at law, children, of Rosa Higgins nee Roe, a deceased daughter of said William A. Roe, deceased, who was intermarried with John Higgins, and who are heirs at law of said Rosa Higgins, but said last mentioned heirs, children of said Rosa Higgins, deceased, are unknown to me.

7. Q. Did the said Edward M. Roe, deceased, die seized and possessed of any real estate, if year; describe it?

Ans. Yes, he was at the time of his death seized and possessed of real estate consisting of a lot of land, improved by frame dwelling house and out buildings with a frontage on Wharf Lane or Chesterfield Avenue near Centreville, in Third Election District of Queen Anne's County of about sixty feet and a depth of about two hundred feet.

8. Q. State what you consider is the value of the said real estate mentioned in your preceding answer.

Ans. \$2,000.00.

9. Q. Can said real estate of which said Edward M. Roe died seized and possessed and which you have described in your answer to Int. No. 6 be divided or is it susceptible of partition among the parties entitled to interests therein without material loss and injury to said parties; give reason for your answer?

Ans. No, it cannot, as there is but one set of buildings on said real estate, if said real estate were partitioned among the parties entitled to interests therein, the part with the buildings on it, which would be only one part, would have a value out of all proportion to what the value would be of the part any other party would get, and as the parties are numerous; the real estate could not be divided among all of them in a way to give to each of them a lot that would have material value.

10. Q. State again the heirs at law and next of kin of Edward M. Roe, deceased, and what relationship each bears to him?

Myself J. Wesley Roe, a half brother, Huldah Cole, a half sister, Josephine H. Roe, a half sister; Harwood H. Roe, a half brother; Nellie M. Beatty, a half sister, Frances E. Roe; a half sister; Alice E. Roe, a half sister; John W. Roe and Milton Lee Roe, the two only children of Charles E. Roe, who was a half brother of said Edward M. Roe and who predeceased him; Frank L. Roe, Margaret E. Roe, Charles E. Roe, Howard W. Roe, four of six only children of William A. Roe, a deceased half brother of said Edward M. Roe; Pearl E. Collier, Wilbert F. Golt, and J. Elwood Golt, an infant, children of Bessie Golt nee Roe, deceased, who was a daughter of said William A. Roe, deceased, and the children of Rosa Higgins, deceased, who was a daughter of the said William A. Roe, deceased,

Examiner's Special.

Ans. No.

J. Wesley Roe.

Mrs. Huldah Cole, one of the defendants, third witness of lawful age, after being duly sworn, deposes and says.

1. Q. State your name, age and place of residence.

Ans. Huldah Cole, 64 years old, residence Queen Anne's County, Maryland.

2. Q. Mrs. Cole, this is a suit in the Circuit Court for Queen Anne's County, in Equity, brought by J. Wesley Roe and others, plaintiffs against yourself and others, defendants, state whether you know the parties to this suit or any of them?

Ans. Yes, I am Mrs. Huldah Cole, I know J. Wesley Roe, Josephine H. Roe, my husband William S. Cole; Harwood H. Roe and Helen M. Roe, his wife, Nellie M. Beatty and John W. Beatty, her husband, Alice E. Roe, Frances E. Roe, and I did know Rosa Higgins, who is now deceased, Rosa Higgins was a daughter of William A. Roe, now deceased.

3. Q. Did you or not know Edward M. Roe?

Ans. Yes, I did.

4. Q. Is he living or dead?

Ans. Dead.

5. Q. State if you know, whether he died testate or intestate?

Ans. He died intestate.

6. Q. State whether said Edward M. Roe was ever married or left any children or descendants or father or mother, and state also so far as you may know his heirs at law and next of kin, the husband or wife of any of them that may be married and the place of residence of each so far as you may know and which, if any of them, are non residents of the State of Maryland?

Ans. He never was married, he did not leave any descendants and he was not survived by his father or mother. He left surviving him as his only heirs at law and next of kin J. Wesley Roe and whose wife is Mary Susan Roe, who reside in Dorchester, in the State of New Jersey, a half brother of the deceased; myself Huldah Cole nee Roe, half sister of the deceased, and my husband William S. Cole, Josephine H. Roe, half sister of the deceased, who resides in Queen Anne's County, Maryland; Harwood H. Roe, who resides at Laurel Springs, in the State of New Jersey, half brother of the deceased, and who is intermarried with one, Helen M. Roe, who are non residents of the State of Maryland; Nellie M. Beatty nee Roe, half sister of the deceased, and who is intermarried with one, John W. Beatty; Frances E. Roe, half sister of the deceased, who reside in Wilmington, New Castle County, State of Delaware, Alice E. Roe, half sister of the deceased, who resides in Washington, in the District of Columbia, and who are non residents of the State of Maryland; John W. Roe, who resides in Baltimore City, Maryland, one of the two only children of Charles E. Roe, deceased, half brother of the deceased, and who is intermarried with one, Emma Roe; Milton Lee Roe, who is one of the two only children of Charles E. Roe, deceased, who is intermarried with one, Mary E. Roe, and who reside in Baltimore City, Maryland; Frank L. Roe, who is intermarried with one, Ethel M. Roe, and Margaret E. Roe, who reside in Caroline County, Maryland, and Charles E. Roe, who resides in Indiannapolis, Indiana; Howard W. Roe, who resides in Wilmington, Delaware, and who is intermarried with one, Bertie C. Roe, and who is a non resident of the State of Maryland; four of the six only children of William A. Roe, deceased, half brother of said Edward M. Roe, deceased, and Pearl E. Collier nee Golt, who is intermarried with James B. Collier, both of whom live and reside in Pennsgrove, New Jersey, and are non residents of the State of Maryland, Wilbert F. Golt, who is intermarried with Nettie M. Golt, adults, and J. Elwood Golt, an infant of tender years; who live and reside in Queen Anne's County, Maryland, grandchildren of the said William A. Roe, late of Queen Anne's County, deceased, half brother of said Edward M. Roe, deceased, and children of Bessie Golt nee Roe, a deceased daughter of said William A. Roe, deceased; and descendants and heirs at law, children, of Rosa Higgins nee Roe, a deceased daughter of said William A. Roe, deceased, who was intermarried with John Higgins, and who are heirs at law of said Rosa Higgins, but said last mentioned heirs, children of said Rosa Higgins, deceased, are unknown to me.

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7. Q. Did the said Edward M. Roe, deceased, die seized and possessed of any real estate if yea, describe it?

Ans. Yes, he was at the time of his death seized and possessed of real estate consisting of a lot of land, improved by frame dwelling house and out buildings with a frontage on Wharf Lane or Chesterfield Avenue near Centreville, in Third Election District of Queen Anne's County of about sixty feet and a depth of about two hundred feet.

8. Q. State what you consider is the value of the said real estate mentioned in your preceding answer?

Ans. About two thousand dollars.

9. Q. Can said real estate of which said Edward M. Roe died seized and possessed and which you have described in your answer to Int. No. 6 be divided or is it susceptible of partition among the parties entitled to interests therein without material loss and injury to said parties; give reason for your answer?

Ans. No, it cannot, as there is but one set of buildings on said real estate if said real estate were partitioned among the parties entitled to interests therein the part with the buildings on it, which would be only one part, would have a value out of all proportion to whatt the value would be of the part any other party would get, and as the parties are numerous, the real estate could not be divided among all of them in a way to give to each of them a lot that would have material value.

10. Q. State again the heirs at law and next of kin of Edward M. Roe, deceased, and what relationship each bears to him?

Ans. J. Wesley Roe, a half brother; myself Huldah Cole, a half sister; Josephine H. Roe, a half sister, Harwood H. Roe, a half brother, Nellie M. Beatty, a half sister; Frances E. Roe, a half sister, Alice E. Roe, a half sister; John W. Roe and Milton Lee Roe, the two only children of Charles E. Roe, who was a half brother of said Edward M. Roe and who predeceased him; Frank L. Roe, Margaret E. Roe, Chalres E. Roe, Howard W. Roe, four of six only children of William A. Roe, a deceased half brother of said Edward M. Roe; Pearl E. Collier, Wilbert F. Golt and J. Elwood Golt, an infant, children of Bessie Golt, nee Roe, deceased, who was a daughter of said William A. Roe, deceased, and the children of Rosa Higgins, deceased, who was a daughter of the said William A. Roe, deceased.

11. Q. State, if you know, whether the said Charles E. Roe, deceased; the said William A. Roe, deceased; said Rosa Higgins, deceased, and the said Bessie Golt, deceased, predeceased the said Edward M. Roe?

Ans. Yes, they all predeceased the said Edward M. Roe.

Examiner's Special.

Ans. No.

Witness:

Thos. J. Keating, Jr.

her  
JULDAH X COLE  
mark

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged as such Examiner in taking this testimony two days and examined three witnesses, making the costs chargeable.

Thomas J. Keating, Junior, Special Examiner, -----	\$ 8.00
Josephine H. Roe-----	.75
J. Wesley Roe-----	.75
Huldah Cole-----	.75
	<hr/>
	\$10.25

Thos. J. Keating, Jr.  
SPECIAL EXAMINER.

ANSWER OF HULDAH COLE AND  
WILLIAM S. COLE.  
Filed Sept. 6th, 1929.

J. Wesley Roe, Frank L. Roe et al  
vs.  
Huldah Cole, Wm. S. Cole, her husband;  
Harwood H. Roe et al.

In the Circuit Court  
for  
Queen Anne's County,  
In Equity,  
No. 2720.

The answer of Huldah Cole and William S. Cole, her husband, to the bill of complaint in the above entitled cause exhibited against them, these defendants and each of them admit the allegations and averments and each and all of them of said bill of complaint and consent to a decree being passed as prayed for in said bill of complaint.

HULDAH COLE  
WILLIAM S. COLE.

ANSWER OF JOHN W. ROE AND EMMA ROE  
Filed Sept. 6th, 1929.

J. Wesley Roe, Frank L. Roe et al,

vs.

Hulda Cole, Wm. S. Cole, her husband;  
Harwood H. Roe et al.

In the Circuit Court

for

Queen Anne's County,

in Equity. No. 2720.

The answer of John W. Roe and Emma Roe, his wife, to the bill of complaint in the above entitled cause exhibited against them, these defendants and each of them admit the allegations and averments of said bill of complaint and each and all of them except paragraph 3, which we neither admit or consent to a decree being passed as prayed for in said bill of complaint.

Witness as to both:

W. E. Towers.

JOHN W. ROE

EMMA ROE

ADDITIONAL DEPOSITIONS.  
Filed Oct. 21st, 1929.

J. WESLEY ROE,  
FRANK L. ROE,  
ETHEL M. ROE, HIS WIFE,  
MARGARET E. ROE,  
CHARLES E. ROE,  
HOWARD W. ROE,  
BERTIE C. ROE, HIS WIFE,  
JOSEPHINE H. ROE,

vs.

HULDAH COLE,  
WILLIAM S. COLE, HER HUSBAND,  
HARWOOD H. ROE,  
HELEN M. ROE, HIS WIFE,  
NELLIE M. BEATTY,  
JOHN W. BEATTY, HER HUSBAND,  
ALICE E. ROE,  
FRANCES E. ROE,  
JOHN W. ROE,  
EMMA ROE, HIS WIFE,  
MILTON LEE ROE,  
MARY E. ROE, HIS WIFE,  
PEARL E. COLLIER,  
JAMES B. COLLIER, HER HUSBAND,  
WILBERT F. GOLT,  
NETTIE M. GOLT, HIS WIFE,  
J. ELWOOD GOLT, INFANT,  
UNKNOWN HEIRS OF ROSA  
HIGGINS NEE GOLT.  
G. D. NEAVITT,  
GRACE BROWN,  
HENRIETTA E. PERRY,  
JAMES M. EWING.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

No. 2720.

To the Honorable, the Judges of said Court:

The report of Thomas J. Keating, Junior, your Special Examiner, appointed by this Honorable Court to take the testimony required in the above entitled cause by its order of June 17th., 1929, with authority to proceed in due course, leave having been granted to the plaintiffs to take testimony in said cause before me, Special Examiner of this Court as aforesaid, to support the allegations of the Bill, your Special Examiner, having first taken the required oath as such Special Examiner before the Clerk of this Court, your Special Examiner having heretofore taken testimony in said cause and having been notified by the plaintiffs that additional testimony was desired, did attend at the office of H. B. W. Mitchell, Solicitor for the plaintiffs, in the town of Centreville, Maryland, Monday October 21st., 1929, at 2:30 o'clock, p. m., to take the additional testimony so required in the aforesaid cause, there being present H. B. W. Mitchell, Solicitor for the plaintiffs, and Miss Josephine H. Roe, one of the plaintiffs, and proceeded to take the following testimony to wit:

136812

Miss Josephine H. Roe, one of the plaintiffs, first witness of lawful age, after being duly sworn deposes and says:

1. Q. Miss Roe you have heretofore testified in this case, a suit in the Circuit Court for Queen Anne's County, in Equity, brought by J. Wesley Roe, Frank L. Roe and others, plaintiffs, against Huldah Cole, William S. Cole, her husband, Harwood H. Roe and others, defendants, and have stated your name, age and place of residence and that you are a party plaintiff to this cause.

I now ask you whether you know when and where Edward M. Roe, the deceased party whose real estate is sought by this suit to be sold for the purpose of partition died, and if so, when and where?

A. He died March, 1925, in Dorchester, in the State of New Jersey, at the home of his half brother, J. Wesley Roe.

2. Q. When and where was he buried?

A. In Chesterfield Cemetery, Centreville, Maryland, three or four days after his death.

3. Q. Miss Roe, I now hand certified copy of deed from Sarah E. Newnam to Edward M. Roe and Harwood H. Roe filed in this cause and marked Exhibit "A" and certified copy of deed from Harwood H. Roe and Helen M. Roe, his wife, to said Edward M. Roe filed in this cause and marked Exhibit "B" and ask you whether the deeds of which these exhibits are copies are the deeds under and by virtue of which said Edward M. Roe, deceased, acquired title to the land which is the subject matter of this suit?

A. Yes, Exhibit "A" is a copy of deed under and by which Edward M. and Harwood H. Roe acquired title to the land mentioned in the bill of complaint and of which said Edward M. Roe died seized and possessed, as tenants in common in equal parts, and Exhibit "B" is copy of deed from Harwood H. Roe and Helen M. Roe, his wife, under and by which said Edward M. Roe acquired the undivided interest of Harwood H. Roe in said land, thereby vesting said Edward M. with title to the whole of said real estate.

The two exhibits are at this stage of the proceeding handed to the Special Examiner and by him are marked filed and are filed with the Special Examiner in these proceedings.

A. No.

JOSEPHINE H. ROE

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Special Examiner makes his return and certifies that he was engaged as such Special Examiner in taking this testimony one day and examined one witness, making the costs chargeable:

Thomas J. Keating, Junior, Special Examiner, - - - - -	\$4.00
Josephine H. Roe, witness, - - - - -	.75
	<u>\$4.75</u>

Thos. J. Keating, Jr.  
SPECIAL EXAMINER.

FINAL DECREE  
Filed Nov. 2nd, 1929.

J. Wesley Roe,  
Frank L. Roe,  
Ethel M. Roe, his wife,  
Margaret E. Roe,  
Charles E. Roe,  
Howard W. Roe,  
Bertie C. Roe, his wife,  
Josephine H. Roe,

vs.

Huldah Cole,  
William S. Cole, her husband,  
Harwood H. Roe,  
Helen M. Roe, his wife,  
Nellie M. Beatty,  
John W. Beatty, her husband,  
Alice E. Roe,  
Frances E. Roe,  
John W. Roe,

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



Emma Roe, his wife,  
 Milton Lee Roe,  
 Mary E. Roe, his wife,  
 Pearl E. Collier,  
 James B. Collier, her husband,  
 Wilbert F. Golt,  
 Nettie M. Golt, his wife,  
 J. Elwood Golt, Infant,  
 unknown heirs of Rosa  
 Higgins nee Golt.  
 G. D. Neavitt,  
 Grace Brown,  
 Henrietta E. Perry,  
 James M. Ewing,

Final Decree.

This cause standing ready for hearing and being submitted without argument, all the proceedings and testimony were read and considered.

It is thereupon, this first day of November in the year nineteen hundred and twenty nine, by the Circuit Court adjudged, ordered and decreed that the property mentioned in these proceedings be sold; that H. B. W. Mitchell of Queen Anne's County 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, of Twenty five hundred Dollars, if if personal security, of Five thousand Dollars conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' previous notice by advertisement, inserted in a newspaper or newspapers published in Queen Anne's County, Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, one-third in six months and one-third in twelve months from day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustee, and, as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the 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 sales, to be 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.

Thomas J. Keating.

CERTIFIED COPY OF BOND  
 Filed Dec. 28th, 1929.

Queen Anne's County, to wit:- Be it remembered that on the twenty eighth day of December, in the year 1929, the following Bond was filed for record, to wit:-

Know all men by these presents that we, H. B. W. Mitchell of Queen Anne's County, Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charters 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 twenty five hundred dollars (\$2,500.00) 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, successors and assigns jointly and severally firmly by these presents, sealed with our seals and dated this twenty fourth day of December, nineteen hundred and twenty nine.

WHEREAS the above bounden H. B. W. Mitchell, by virtue of a decree of the Circuit Court of Queen Anne's County, in Equity, has been appointed trustee to sell the property mentioned in the proceedings in the case of John Wesley Roe et al against Huldah Cole and others, said cause being numbered 2720 now pending in said court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden H. B. W. Mitchell do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him, by any further decree or order in the premises, than the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

136812

Signed, sealed and delivered in the presence of Verna Mears.

Seal's Place.

H. B. W. Mitchell (SEAL)  
Maryland Casualty Company  
By Wm. W. Rhodes.  
Attorney in fact.  
Countersigned:  
H. B. W. Mitchell.  
Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-  
Security approved and Bond filed December 28th. 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. 64 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 28th. day of December, in the year 1929.

Seal's Place.

B. Hackett Turner  
Clerk.

REPORT OF SALE  
Filed Dec. 31st, 1929.

J. Wesley Roe, et al,  
plaintiffs,

vs.

Huldah Cole, et al,  
Defendants.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
No. 2720.

To the Honorable, the Judges of said Court:

The report of H. B. W. Mitchell, Trustee under the decree passed on the first day of November, nineteen hundred and twenty nine, in the aforesaid cause to make sale of the property mentioned in said decree to your Honors respectfully sets forth:

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, for more than four successive weeks previous to the day of sale, and after filing an approved bond for the faithful performance of the trust, said Trustee did attend at 1:30 o'clock p. m., on Tuesday, December 31st., 1929, in front of the Court House door in Centreville, Maryland, and proceeded to sell the property mentioned in said decree, consisting of the lot of land, improved by frame dwelling house and outbuildings, having a frontage of sixty feet, more or less, on Chesterfield Avenue or Wharf Lane, and a depth of two hundred feet, more or less, and being sixty feet, more or less, in the rear, and sold the same to Josephine H. Roe, she being then and there the highest bidder at and for the sum of three thousand, eight hundred and fifty dollars, (\$3,850.00).

The Purchaser has not yet complied with the terms of sale but your Trustee feels satisfied she will do so as required.

Respectfully submitted.

H. B. W. Mitchell  
Trustee.

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

I hereby certify that on this 31st. day of December, 1929, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Trustee, and made oath that the matters and things set forth in the foregoing report of sale are true as therein stated and that the sale was fairly made.

Filed December 31st, 1929.

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

NISI

J. Wesley Roe et al.  
Plaintiffs

VS.

Huldah Cole, et a.  
Defendants.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2720.

ORDERED, This 31st. day of December, A. D., 1929, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th. day of March, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 4th. day of February next.

The Report states the amount of sales to be \$3,850.00

B. Hackett Turner Clerk.

CERTIFICATE OF PUBLICATION OF SALE.  
Filed Dec. 31st, 1929.

PUBLIC SALE  
OF  
RESIDENTIAL PROPERTY  
near Centreville, Maryland.

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 1st of November, 1929, in the cause of J. Wesley Roe and others vs. Huldah Cole and others, No. 2720 in said Court, the undersigned, the Trustee named in said decree, will sell at public auction in front of the Court House Door in Centreville, Maryland, to the highest bidder,  
TUESDAY, DEC. 31, 1929

beginning at 1.30 o'clock P. M., all that lot of land, improved, by frame dwelling house and outbuildings situated on the southwest side of Chesterfield Avenue or "Wharf Lane" leading out of Centreville to the wharf or Centreville Landing, being the property of which Edward M. Roe, late of Queen Annes County, deceased, died, seized and possessed and which is now occupied by Mrs. Isable Roe and her daughter, Miss Josephine E. Roe, having a frontage of 60 feet, more or less, on Chesterfield Avenue or wharf Lane and a depth of 200 feet, more or less, and being 60 feet, more or less, in the rear, and improved by modern two story frame dwelling house and outbuildings.

The sale of this property affords an exceptional opportunity to acquire a convenient and well located home.

This property adjoins the residential property of William McKenney on the North and the residential property of William J. Barton on the South; is served with electric lights and water by the Centreville Electric Plant and water system.

The dwelling on this land contains 6 ROOMS, KITCHEN and BATH ROOM.

TERMS OF SALE- One-third of purchase price to be paid at the time of the sale and the balance in two equal installments of 6 and 12 months from day of sale or all cash at option of purchaser. All deferred payments to bear interest from day of sale and to be secured by note or notes of the purchaser to the satisfaction of the undersigned.

H. B. W. MITCHELL, Trustee.

THE CENTREVILLE OBSERVER

Centreville, Md., December 31 1929

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Public Sale of Residential Property in the case of J. Wesley Roe et al, vs. Huldah Cole et al, #2720 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 31st day of Dec. in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Dec. 31st, 1929.

By Margaret E. Durney.



CERTIFICATE OF PUBLICATION  
OF ORDER NISI.  
Filed March 6th, 1930.

## ORDER NISI

J. Wesley Roe, et. al, Plaintiffs  
vs.  
Huldah Cole, et. al., Defendants.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2720.

ORDERED, This 31st day of December, A. D., 1929, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of March, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 4th day of February next.

The Report states the amount of sales to be \$3,850.00.

B. HACKETT TURNER, Clerk.  
True Copy  
Test: B. HACKETT TURNER, Clerk.  
Filed Dec. 31st, 1929.

## THE CENTREVILLE RECORD

Centreville, Md., Mar. 6th, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of J. Wesley Roe, et. al. Plaintiffs vs. Huldah Cole, et. al., Defendants, Chancery #2720 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 4th day of February in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

ORDER OF COURT  
Filed March 11th, 1930.

ORDERED, this 10th day of March, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported by H. B. W. Mitchell, Trustee, in the aforesaid cause of J. Wesley Roe et al vs. Hulda Cole et al, No. 2720 in this Court, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding order nisi. The Trustee is allowed the usual commissions and all expenses not personal, upon producing proper vouchers therefor before the Auditor.

LEWIN W. WICKES

Filed March 11th, 1930.

CERTIFIED COPY OF BOND  
Filed March 6th, 1930.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of March, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell, of Queen Anne's County, Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sold surety on bonds as surety, are held and firmly bound unto the State of Maryland in the full and just sum of thirteen hundred and fifty dollars (\$1,350.00) 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, successors and assigns jointly and severally firmly by these presents, sealed with our seals and dated this sixth day of March, in the year nineteen hundred and thirty.

WHEREAS the above bounden H. B. W. Mitchell, by virtue of a decree of the Circuit Court of Queen Anne's County, in Equity, has been appointed Trustee to sell the property mentioned in the proceedings in the case of John Wesley Roe et al. against Huldah Cole and others, said cause being numbered 2720 now pending in said court.

AND WHEREAS said Mitchell filed his bond as trustee under the decree passed in the aforesaid cause for the faithful performance of the trust reposed in him thereby, with approved security in the penalty of twenty five hundred dollars (\$2,500.00) and whereas in order to make the penalty of the bond of said Mitchell as Trustee under said decree equal to the full amount of the sale reported by him in said cause it is necessary for said Mitchell to file an additional bond.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden H. B. W. Mitchell do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him, by any further 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.

H. B. W. Mitchell. (SEAL)

Signed, sealed and delivered in the presence of:-

Verna Mears.

Maryland Casualty Company  
By Wm. W. Rhodes.  
Attorney in fact. Seal's  
Countersigned: Place.  
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 6th. 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. 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 6th. day of March, in the year 1930.

Seal's  
Place.

B. Hackett Turner

Clerk.

REPORT AND ACCOUNT  
OF THE AUDITOR.  
Filed July 11th, 1930.

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

J. Wesley Roe et al.,  
vs.  
Hulda Cole, et al.

Cause No. 2720.

To the Honorable, the Judges of said Court:

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

It appears from the proceedings that Edward M. Roe died in March 1925, intestate, seized and possessed of the real estate sold in this cause, leaving as his heirs at law collateral relatives who may be divided into three classes:

- Class 1: This class consists of seven persons related to him as sisters and brothers of the half blood.
- Class 2: This class consists of two persons, brothers, children of Charles E. Roe, half brother of Edward M. Roe and who pre-deceased him, Edward M. Roe.
- Class 3: This class consists of the descendants of William A. Roe, a half brother of Edward M. Roe and who predeceased him, Edward M. Roe. Four of these descendants are children of William A. Roe, three are children of Bessie Golt, a daughter of William A. Roe and who predeceased him, and the others are the unknown children or heirs at law of Rosa Higgins, his daughter who apparently from the testimony predeceased him.

It does not appear from the records of the Orphans' Court for Queen Anne's County (the county wherein Edward M. Roe had his residence at the time of his death and wherein administration on his personal estate was granted) that the collateral inheritance tax due by these relatives has been paid by them and it appears from said records that said real estate has been appraised by appraisers of said court at \$3,000.00 for purpose of said tax. H. B. W. Mitchell, the trustee of this cause, has filed with the auditor a direction to allow in the within account

the amount of the collateral inheritance tax due by said relatives so that the same can be paid to the State of Maryland.

In the within account the trustee is charged with the amount of the gross sale made by him and he is then thereout allowed his commissions for making the sale, the court costs of the cause, the costs of his bond paid to corporate surety thereon, costs of advertising the order of publication, notice of sale and the several orders nisi of the cause, auctioneer's charges for crying the sale and the fee of the auditor.

The trustee is next allowed the amount of collateral inheritance tax on the appraised value of said real estate with interest on the tax from twelve months from death of Edward M. Roe to June, 1930, the same to be paid by him to or for the use of the State of Maryland.

The balance remaining is then distributed among the relatives of Edward M. Roe mentioned above as his heirs at law. In this distribution the seven members of "Class 1" each receive one-ninth of the amount for distribution, five receiving their shares directly and the assignee of two receiving their shares per assignment filed.

The members of "Class 2" had resting against them at time of sale judgments in amount more than enough to consume their shares and the holders of these judgments have filed their claims, and are allowed their claims according to dates of judgments, two of such creditors receiving their claims in full and the next judgment creditor, holding the third judgment in date of lien, receiving only a portion of his claim. The manner of distribution to these creditors is plainly set forth in the within account.

In the distribution of the net sale in the within account distribution to "Class 3" is made as follows:

The four children of William A. Roe each receive one-sixth of one-ninth of the net sale, the grandchildren of William A. Roe (the children of Bessie Golt) each receive one-third of one-sixth of one-ninth of the net sale and to the unknown children or heirs at law of Rosa Higgins (deceased daughter of William A. Roe) is distributed one-sixth of one-ninth of the net sale.

The testimony relative to the death of Rosa Higgins and to her descendants is indefinite and further testimony relative thereto will have to be taken before the amount distributed to her unknown heirs can be paid out by the trustee.

Which is respectfully submitted,

July 10, 1930.

Madison Brown,  
auditor.

CAUSE NO. 2720.

The proceeds of the sale of the real estate of the heirs at law of Edward M. Roe, deceased, in account with H. B. W. Mitchell, trustee making the sale of said real estate under decree herein.

Dec. 31, 1929.

CR.

By amount of the gross sale of said real estate per report of sale filed in this cause, to wit: sum of \$3,800.00

DR.

To H. B. W. Mitchell, trustee making sale, for his commissions for making sale, the sum of . . . . . \$197.00

To do., for court costs of this cause, per clerk's statement, as follows:  
Costs of B. H. Turner, clerk, \$59.60  
Appear. fee of H. B. W. Mitchell 10.00  
Appear. fee of defendants' attorneys, 10.00  
Costs of sheriff of Kent County, 1.80  
Costs of sheriff of Queen Anne's County, 3.00  
Costs of T.J. Keating, jr., examiner, 12.00  
Fee of witness before examiner, .75  
Fee of Verna Mears, guardian ad litem, 4.00 101.15

To do., for costs of advertising order of publication and order nisi on sale in Centreville Record, per account for same exhibited, to wit: sum of 80.00

To do., for costs of advertising notice of sale in Centreville Observer, per account for same exhibited, to wit: the sum of . . . . . 36.00

To do., for the costs of his bond filed herein paid corporate surety thereon, per receipts for same exhibited, to wit: the sum of . . . . . 16.00

To do., for the amount paid J. E. Anthony for crying the sale made, per his receipt for same exhibited, to wit: the sum of . . . . .	25.00	
To do., for the costs of advertising the order nisi to be passed as to this account, to wit: the sum of	3.00	
To Madison Brown, auditor for stating the account, the sum of . . . . .	22.50	
To balance carried below, to wit:	<u>3,319.35</u>	
	\$3,800.00	\$3,800.00
<hr/>		
By balance brought down, to wit: . . . . .		\$3,319.35
To H. B. W. Mitchell, in trust, to be paid to State of Maryland as collateral inheritance tax of \$150.00 and \$38.25 interest thereon due by said heirs of Edward M. Roe, to wit: the sum of . . . . .	\$188.25	
To balance carried forward, to wit: the sum of . . . . .	<u>3,131.10</u>	
	\$3,319.35	\$3,319.35

## Cause No. 2720.

By balance brought forward, to wit: the sum of . . . . .		\$3,131.10
<hr/>		
To J. Wesley Roe, half brother of Edward M. Roe, use of Josephine Roe per assignment filed 1/9 of said balance, to wit: the sum of . . . . .	\$347.90	
To Hulda Cole, half sister of Edward M. Roe, 1/9 of said Balance, to wit: the sum of . . . . .	347.90	
To Josephine H. Roe, half sister of Edward M. Roe, 1/9 of said balance, to wit: the sum of . . . . .	347.90	
To Harwood H. Roe, half brother of Edward M. Roe, use of Josephine H. Roe per assignment filed 1/9 of said balance, to wit: the sum of . . . . .	347.90	
To Nellie M. Beatty, half sister of Edward M. Roe, 1/9 of said balance, to wit: the sum of . . . . .	347.90	
To Frances E. Roe, half sister of Edward M. Roe, 1/9 of said balance, to wit: the sum of . . . . .	347.90	
To Alice E. Roe, half sister of Edward M. Roe, 1/9 of said balance, to wit: the sum of . . . . .	347.90	
To Judgment Creditors of John W. Roe, son of Charles E. Roe, deceased half brother of Edward M. Roe, 1/2 of 1/9 of said balance, to wit: sum of . . . . .	173.95	
To Judgment Creditors of Milton Lee Roe, son of Charles E. Roe, deceased half brother of Edward M. Roe, 1/2 of 1/9 of said balance, to wit: sum of . . . . . (Note: the amounts of John W. Roe and Milton Lee Roe distributed below)	173.95	
To Frank L. Roe, son of William A. Roe, deceased half brother of Edward M. Roe, 1/6 of 1/9 of said balance, to wit: sum of . . . . .	57.99	
To Margaret E. Roe, daughter of William A. Roe, deceased half brother of Edward M. Roe, 1/6 of 1/9 of said balance, to wit: sum of . . . . .	57.98	
To Charles E. Roe, son of William A. Roe, deceased half brother of Edward M. Roe, 1/6 of 1/9 of said balance, to wit: sum of . . . . .	57.98	
To Howard W. Roe, son of William A. Roe, deceased half brother of Edward M. Roe, 1/6 of 1/9 of said balance, to wit; sum of . . . . .	57.98	

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To the unknown children or other heirs at law of Rosa Higgins, a deceased daughter of William A. Roe, deceased half brother of Edward M. Roe, 1/6 of 1/9 of said balance, to wit: the sum of . . . . 57.98

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\$3,073.11    \$3,131.10

Cause No. 2720.

Amounts brought forward, to wit: . . . . . \$3,073.11    \$3,131.10

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To Pearl E. Collier, daughter of Bessie Golt, deceased child of William A. Roe, deceased half brother of Edward M. Roe, 1/3 of 1/6 of 1/9 of said balance, to wit: sum of . . . . 19.33

To Wilbert F. Golt, son of Bessie Golt, deceased child of William A. Roe, deceased half brother of Edward M. Roe, 1/3 of 1/6 of 1/9 of said balance, to wit: sum of . . . . 19.33

To J. Elwood Golt, son of Bessie Golt, deceased child of William A. Roe, deceased half brother of Edward M. Roe, 1/3 of 1/6 of 1/9 of said balance, to wit: sum of . . . . 19.33

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\$3,131.10    \$3,131.10

Distribution of share of Milton Lee Roe.

By his share of sale brought from page 2 . . . . . \$ 173.95

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To J. M. Ewing, judgment creditor of Milton Lee Roe in full of his judgment claim dated Oct. 28, 1930 . . . . \$126.84

To Henrietta E. Perry, judgment creditor of Milton Lee Roe in part of her judgment dated Aug. 3, 1921 . . . . 47.11

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\$173.95    \$ 173.95

Distribution of share of John W. Roe.

By his share of sale brought forward from page 2 . . . . . \$ 173.95

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To Henrietta E. Perry, judgment creditor of John W. Roe in full of balance of her judgment claim dated August 3, 1921 . . . . . \$144.96

To G. D. Neavitt, judgment creditor of John W. Roe, in part of his judgment of \$293.39 dated July 5, 1922 . . . . . 28.99

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\$173.95    \$ 173.95

July 10, 1930.

Madison Brown  
auditor.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

<p>CET            Henrietta E. Perry</p> <p>                 Clerk \$2.85</p> <p>                 Apprs. 5.00</p> <p>                 Fifa to Nov. Term, 1921, No. 8</p> <p>                 VS</p> <p>                 Milton L. Roe</p> <p>                 Mary E. Roe</p> <p>                 John W. Roe</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>No. 33 Apprs. July Term 1921</p> <p>Filed Aug. 3rd. 1921 Order to docket suit, Narr, Note with power, and agreement.</p> <p>August 3rd. 1921 by Judgment entered by confession by the defendants in favor of the Plaintiff for the sum of One hundred twenty two dollars and forty five cents, (122.45) with interest from date hereof until paid and costs of suit, with all exemption waived.</p>
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Amount of Debt		122.45
Interest from date		
Dec. 31/29 day of sale		<u>61.77</u>
Costs clerk	2.85	184.22
appear. fee	<u>5.00</u>	
		<u>7.85</u>
		\$192.07

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

I hereby certify that the above is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 18th. day of March, in the year of our Lord one thousand nine hundred and 29.

Seal's  
Place.

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

State of Maryland, Montgomery County, to wit:

I hereby certify that on this 16th day of June, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Henrietta E. Perry and made oath that the amount set forth in the annexed certified copy of judgment is just and true and that she hath not received any part of the sum for which the judgment was passed, and that the full amount as set forth in the attached certified copy of judgment is due and owing as there set forth.

In testimony whereof, I have hereunto subscribed my name and notarial seal affixed, the day and year herein first above written.

Nellie J. Sawyer Notary  
NOTARY PUBLIC. Public  
Seal.

Statement of Debt upon the foregoing judgment.

Milton L. Roe  
Mary E. Roe,

To

J. M. Ewing . . . . . Dr.

1920.

October 28th.	To amount of judgment . . . . .	\$ 75.71
	To interest from October 28th, 1920 to date of sale (Dec. 31, 1929) . . . . .	<u>\$ 41.68</u>
	Total judgment and interest . . . . .	\$ 117.39
	To costs of suit as follows:-	
	Clerk . . . . .	\$ 2.65
	Clerk . . . . .	\$ .40
	Apprs. . . . .	\$ 5.00
	Fi. fa. . . . .	<u>\$ 1.40</u>
	Total judgment, interest and costs . . . . .	\$ 126.84

State of Maryland, Talbot County, to wit:-

I hereby certify, that on this 18 day of June, 1930, before the subscriber, a Notary Public of the State of Maryland, in and for Talbot County, duly commissioned, and qualified, personally appeared J. M. Ewing, the judgment creditor above set forth, and made oath in due form of law that he hath not received any part of the sum for which the judgment or decree was passed, except such part as is credited.

Witness my hand and Notarial Seal.

Lola M. Blades

Notary Public Seal.

Notary Public.

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

J. P. S.            J. M. Ewing  
  
                               VS  
  
                               Milton L. Roe  
  
                               Mary E. Roe

} No. 51. Apprs. July Term 1920.  
} Filed October 28th, 1920, order to docket  
} Narr. and Note with power to enter judgment  
} &c. Judgment entered by confession by the  
} Defendants in favor of the Plaintiff for  
} the sum of Seventy five Dollars and seventy  
} one cents, with interest from date hereof  
} until paid, and costs of suit, with all ex-  
} emptions waived.

Apprs. \$5.00  
Clerk 2.65  
" .40  
       \$8.05  
Fifa. 1.40

Fifa to Nov. Term 1920, No. 32.

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

I hereby certify that the above is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 14th day of June in the year of our Lord one thousand nine hundred and 30.

Seal's Place.

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

J. Wesley Roe vs. Hulda Cole et al. in the Circuit Court for Queen Anne's County, In Equity. No. 2720.

Madison Brown, Auditor,

In as much as the collateral inheritance tax has not been paid on the real estate sold by me in the above proceedings, you are requested to ascertain and charge said collateral inheritance against the proceeds of sale of said real estate and allow the same in the audit of the proceeds of said sale, Said real estate has been appraised by the appraisers appointed by the Orphans' Court for Queen Anne's County for that purpose at three thousand dollars

H. B. W. MITCHELL  
TRUSTEE

Died Mar. 26, 1925.

Interest to June 20 }  
1930 } \$8.25.



We, J. Wesley Roe and Harwood H. Roe, and each of us, for value received, do hereby transfer and assign unto Josephine H. Roe of Queen Anne's County, State of Maryland, all of our and each of our right, title, claim, interest and estate in and to the proceeds of the sale of the Edward M. Roe property sold this date in the matter of the proceedings in the Circuit Court for Queen Anne's County, in Equity, No. 2720 of J. Wesley Roe et al, plaintiffs, vs. Huldah Cole et al, defendants, unto the said Josephine H. Roe at public auction at and for the sum of three thousand eight hundred and fifty dollars, (\$3,850.00) and the Auditor in stating the account of the proceeds of sale in said proceeding is authorized and directed to set to the use of said Josephine H. Roe all of our and each of our right, title, claim, interest and estate in and to said proceeds of sale.

Witness our hands and seals this 31st. day of December, nineteen hundred and twenty nine.

Witness: J. Wesley Roe (SEAL)  
Verna Mears. HARWOOD H. ROE (SEAL)

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

I hereby certify that on this thirty first day of December, 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, personally appeared J. Wesley Roe and Harwood H. Roe and did each acknowledge the within and aforegoing assignment to be their respective act and deed.

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.

Filed December 31st, 1929.

Statement of Debt upon the foregoing Judgment.

John W. Roe (J. W. Roe)  
Emma Roe,

To

G. D. Neavitt . . . . . Dr.

1922.

July 5th.	To amount of judgment . . . . .	\$293.91
	To interest thereon from July 5th, 1922, to date of sale (Dec. 31st, 1922 . . . . .	\$132.08
	Total judgment and interest . . . . .	\$425.99
	To costs of suit as follows:-	
	Clerk . . . . .	\$ 2.65
	Clerk . . . . .	\$ 3.20
	Appearance . . . . .	\$ 5.00
	3 fi. fa. . . . .	\$ 4.20
		<u>\$ 15.05</u>
	Total judgment, interest and costs . . . . .	\$441.04

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

I hereby certify, that on this 14th day of June, 1930, before me, the Subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared G. D. Neavitt, the judgment Creditor above set forth, and made oath in due form of law that he hath not received any part of the sum for which the judgment or decree was passed, except such part (if any) as is credited.

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

Filed June 14th, 1930.



H36812

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

J.P.S.

G. D. Neavitt

VS

John W. Roe (J.W.Roe)  
Emma Roe

No. 44 Apprs. May Term 1922.

Filed July 5th, 1922. Titling, Narr. & note with power to enter judgment by confession &c.

July 5th, 1922. Judgment entered by confession by the Defendants in favor of the Plaintiff for the sum of Two Hundred Ninty three Dollars and ninety One cents (293.91) with interest from date hereof until paid, and costs of suit, with all exemptions waived.

Clerk \$2.65  
" 3.20  
Apprs. 5.00  
\$10.85  
1.40 \$12.25

Fifa to July Term 1922, No. 26  
Fifa to July Term 1923, No  
" " Balto. City.

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

I hereby certify that the above is a true short copy of the original judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, on this 14 day of June in the year of our Lord one thousand nine hundred and 30.

Seal's Place.

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

ORDERED this 14th day of August, 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 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 subject, however, to said Report and Account of the Auditor being charged and rectified as follows, that is to say: That whereas it appears from the Report of sale that the property sold for \$3,850.00 and that the Trustee should have been charged with the amount in the audit, whereas he is charged with only \$3,800.00, the Auditor is directed, after making proper allowance for collateral inheritance tax, to distribute the balance of \$50.00, which was omitted from the charge against the Trustee in the within and foregoing Report and Account of the Auditor, by a supplementary audit to be attached to the within and foregoing Audit, and upon the approval of the Trustee of the Supplementary Audit to be filed as herein directed, the said Trustee is directed to apply the proceeds in accordance with the within and foregoing Report and Account of the Auditor as amended or charged by the Supplementary Audit to be filed as herein directed, with a due proportion of interest as the same has been or may be received.

LEWIN W. WICKES

Filed Aug. 14th, 1930.

NISI RATIFICATION OF AUDIT

J. Wesley Roe et al.

VS.

Huldah Cole et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2720.

ORDERED, This 11th 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 9th. day of August, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 2nd day

of August, 1930 in some newspaper printed and published in Queen Anne's County.  
 Filed July 11th, 1930. B. HACKETT TURNER, Clerk.

NISI RATIFICATION OF AUDIT.  
 Filed Aug. 14th, 1930.

NISI RATIFICATION OF AUDIT.

J. WESLEY ROE, ET AL.

vs.

HULDAH COLE, ET AL.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY

CASE NO. 2720.

ORDERED, This 11th 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 9th day of August, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 2nd day of August, 1930, in some newspaper printed and published in Queen Annes County.

B. HACKETT TURNER, Clerk.

True Copy Test:-

B. HACKETT TURNER, Clerk.

Filed-July 11th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., August 14, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of J. Wesley Roe et al, vs. Huldah Cole 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 2nd day of August in the year 1930.

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

SUPPLEMENTAL AUDIT.  
 Filed Aug. 21st, 1930.

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

J. Wesley Roe, et al.,

vs.

Hulda Cole, et al.

Cause No. 2027.

REPORT TO SUPPLEMENTAL AUDIT.

To the Honorable, the Judges of said Court:

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

That the following attached account is made necessary because in the audit filed July 11, 1930, the trustee of the cause is charged with \$3,800.00 when he should have been charged with \$3,850.00.

That in the report attached to the first audit the auditor divide the heirs at law of Edward M. Roe into three classes; each class being described in said report.

That in the following attached account the trustee of the cause is charged with the sum of \$50.00, the proceeds of sale omitted to be charged to him in the preceding account and is then allowed his commissions on said sum, per rule of court, and the sum remaining, to wit: \$48.00 is the amount for distribution among the heirs at law of Edward M. Roe, and this sum is distributed in the attached account in the following manner:

Seven members of "Class 1" each receive one-ninth of said sum of \$48.00, five of them each receiving their shares direct while the assignee of two of them receives their shares per assignment filed

The judgment creditors of "Class 2" receive the shares of "Class 2" in said sum of \$48.00.

Distribution is made among "Class 3" in the following manner:

The four children of William A. Roe each receive 1/6 of 1/9 or 1/54 of said sum of \$48.00; the grandchildren of William A. Roe, the children of Bessie Golt, each receive 1/3 of 1/6 of 1/9 or 1/162 part of \$48.00 and the unknown children or heirs at law of Rosa Higgins receive 1/6 of 1/9 or 1/54 part of said sum of \$48.00.

The plan or scheme of distribution of said sum of \$48.00 is the same as that followed in the distribution of the sum of \$3,131.10 distributed in the first audit. The collateral inheritance tax due by the heirs at law of Edward M. Roe was provided for in the first audit.

Which is respectfully submitted.

August 18, 1930.

Madison Brown  
auditor.

Cause No. 2027.

The proceeds of the sale of the real estate of the heirs at law of Edward M. Roe, deceased, in account with H. B. W. Mitchell, the trustee making the sale in the proceedings of this cause, described.

Dec. 31, 1929.	CR.		
By amount of the sale made omitted in the charge made in the preceding audit against said trustee, to wit: the sum of . . . . .			\$50.00
	DR.		
To H. B. W. Mitchell, trustee, for his commissions on that part of proceeds of sale mentioned above: . . . . .		\$ 2.00	
To balance distributed below . . . . .		48.00	
		\$50.00	\$50.00
	CR.		
By balance brought down . . . . .			\$48.00
	DR.		
To J. Wesley Roe use of Josephine H. Roe, . . . . .	1/9 of balance-	\$ 5.33	
To Hulda Cole, . . . . .	1/9 of balance-	5.33	
To Josephine H. Roe . . . . .	1/9 of balance-	5.33	
To Harwood H. Roe use of Josephine H. Roe . . . . .	1/9 of balance-	5.33	
To Nellie M. Beatty . . . . .	1/9 of balance-	5.33	
To Frances E. Roe . . . . .	1/9 of balance-	5.33	
To Alice E. Roe . . . . .	1/9 of balance-	5.34	
To John W. Roe use of George D. Neavitt . . . . .	1/18 of balance-	2.67	
To Milton Lee Roe use of Henrietta Perry . . . . .	1/18 of balance-	2.67	
To Frank L. Roe . . . . .	1/54 of balance-	.89	
To Margaret E. Roe . . . . .	1/54 of balance-	.89	
To Charles E. Roe . . . . .	1/54 of balance-	.89	
To Howard W. Roe . . . . .	1/54 of balance-	.89	
To the unknown children or other heirs at law of Rosa Higgins . . . . .	1/54 of balance-	.89	
To Pearl E. Collier . . . . .	1/162 of balance-	.30	
To Wilber F. Golt . . . . .	1/162 of balance-	.30	
To J. Elwood Golt . . . . .	1/162 of balance-	.29	
		\$48.00	\$48.00

August 18, 1930.

Madison Brown  
auditor.

Filed Aug. 21st, 1930.

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H36812

Cause No. 2729.

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

Hugh L. Pope, Assignee

VS

Elijah B. Green, Jr.  
and Cora Green, his wife.

⌋  
⌋  
⌋  
⌋  
⌋

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

Cause No.

B. Hackett Turner, Clerk:

Please docket the above entitled suit, record the assignment of a mortgage from Elijah B. Green, Jr. and Cora Green, his wife to The Maryland-Virginia Joint Stock Land Bank of Baltimore to Hugh L. Pope and file a certified copy of said mortgage and assignment, said mortgage being dated the first day of July in the year 1925 and recorded in Liber B. H. T. No. 4 folio #10 &c. a land record book for Queen Anne's County, and enter my appearance for the Plaintiff.

Oct. 22/27

Edwin H. Brown, Jr.  
Attorney for Plaintiff.

CERTIFIED COPY OF MORTGAGE & ASSIGNMENT.  
Filed Oct. 22nd, 1927.

#11,412. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty seventh day of July, in the year nineteen hundred and twenty five, the following Mortgage was brought to be recorded, to wit:

M A R Y L A N D

AMORTIZATION MORTGAGE.

THIS MORTGAGE, made this first day of July, in the year One thousand nine hundred and twenty five, by and between Elijah B. Green, Jr., and Cora Green, his wife, of Queen Anne's County, in the State of Maryland, hereinafter referred to as party of the first part, and THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE, Baltimore, Maryland, party of the second part, a body corporate, hereinafter mentioned as the Bank;

WHEREAS, the said party of the first part is justly indebted to and unto the said THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE, in the full and just principal sum of Two Thousand two hundred dollars (\$2200) current money this day loaned the said party of the first part by said Bank, the receipt whereof is hereby duly acknowledged; and

WHEREAS, the said party of the first part has executed and delivered unto the said Bank a promissory note dated on the first day of July, 1925, for said principal sum of two thousand two hundred (\$2200) Dollars with interest thereon at the rate of six per centum. per annum, payable to the order of said Bank in sixty five semi annual payments of seventy seven dollars and No Cents each and a final payment of sixty four dollars and twenty two cents, said payments beginning six months from the date hereof; which said payments are on the amortization plan, to better secure the payment of which said principal sum and the interest thereon as above set forth as and when each of said payments shall become due and legally demandable, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of one dollar, the said party of the first part does hereby bargain and sell, grant and convey unto the said The Maryland-Virginia Joint Stock Land Bank of Baltimore, its successors and assigns, the following described property, to wit:- All that lot or parcel of land situate, lying and being in the third election district of Queen Anne's County, State of Maryland, on the west side of the public road leading from Centreville to Burrsville, and acquired by said Elijah B. Green, Jr., by deed from Elizabeth H. Rothwell and Arthur B. Rothwell, her husband, and Madison Brown, dated February 3rd. 1916, and recorded among the land records of said Queen Anne's County in Liber W. F. W. No. 8, folio 374, in which deed the said land is described as follows:- Bounded on the west by the lands of William Dickerson, the late Frank A. Emory and others and on the south by the lands of Mrs. William F. Green, Henry Richardson, Edward K. Rothwell and David Kennedy and containing, according to a survey made on the 23rd. day of September, 1915, by John C. Turnery, eighty acres of land, more or less, and be-

ing what is known as Plain Dealing, The Elliott Farm, The Burris Farm, or The Troy Farm.

TOGETHER with all buildings and improvements thereon and all rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the aforesaid parcel of ground and premises to and unto the proper use and benefit of the said Bank, its successors and assigns forever. And it is hereby covenanted and agreed with said Bank that said party of the first part is lawfully seized of said premises; that said party of the first part has a good right to sell or convey the same, and that the same are free and clear of all encumbrances. Provided, that if the said party of the first part or the heirs, personal representatives or assigns of said party of the first part, shall well and truly pay or cause to be paid the aforesaid principal sum and all interest thereon accrued, in accordance with the provisions for payment herein set forth, as and when the same may be due and payable, and shall perform all the covenants herein to be performed, then this mortgage shall be void. The said party of the first part in application for this loan, has made certain representations to said Bank as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representations are hereby specifically referred to and made part of this mortgage. This mortgage is made to said party of the second part as a Joint Stock Land Bank doing business under the "Federal Farm Loan Act", approved July 17th. 1916, and amendments thereof, and is hereby agreed to be in all respects subject to and governed by the terms and provisions of same. The party of the first part shall pay simple interest on all defaulted or overdue semi-annual payments at the highest rate allowed by this State, not to exceed eight per cent. per annum, accounting from the date of such default.

In the event that party of the first part shall fail to pay any taxes, liens, judgments or assessments, against said premises when due or to maintain insurance as herein provided for, the Bank may make such payments, or maintain such insurance and the amount paid therefor shall become subject to lien of this mortgage and bear interest from date of payment at the highest rate allowed by this State not exceeding eight per cent per annum.

At any payment period after five years from date hereof, the party of the first part shall have the privilege of paying on the principal of the debt hereby secured, the sum of twenty five dollars or any multiple thereof, or the entire amount then due. Such additional payments, if any, shall not reduce thereafter the periodical payments herein contracted to be made, but shall operate to discharge this debt at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal. And it is agreed that until default be made in the premises, the said party of the first part shall possess the aforesaid property upon paying in the meantime all taxes, liens, judgments and assessments, public debts and charges of every kind, levied, assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, liens, judgments or assessments, public dues, charges, mortgage debt, and interest, the said party of the first part individually and on behalf of heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if any of the payments in the above described note as herein provided to be made, be not paid when due, or if the party of the first part, shall permit any taxes, liens, judgments or assessments, on said land to become delinquent, or fail to keep the buildings insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall by neglect permit any unreasonable depreciation in value of said premises or the buildings thereon, or do, or permit to be done, any act in respect to said lands which will reduce or impair the value of said lands as security for the loan hereby made, or make default in any of the conditions or covenants of this mortgage, then the whole debt hereby secured shall (at the option of the said Bank) become immediately due and demandable, and it shall be lawful for the said Bank, its successors and assigns, or its duly appointed attorney or agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in the county wherein said lands or a part thereof are situated, and such other notice as by the mortgagee, its successors or assigns, may be deemed expedient, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including a fee of twenty five dollars and a commission to the party making sale of said property of 5% on the amount of sale; secondly, to the payment of all claims of the said mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said party of the first part or the personal representatives or assigns of said party of the first part or to whomever may be entitled to the same; and if at any time after the execution, delivery and recordation of this mortgage, the bank shall be impleaded or made a party to any suit or legal proceeding of any kind whatsoever, to subject the land hereby conveyed to the payment of liens or charges of any kind thereon, and in such proceeding it becomes necessary in the discretion of the Bank to retain and employ an attorney for the proper representation and protection of its interest, the said Bank shall be entitled to recover of the mortgagor the attorney's fee and commission hereinabove provided for, fixed and allowed in cases of foreclosure by the Bank, which said attorney's fee and commissions shall attach and become immediately due upon the institution of such proceedings and retention and



employment of an attorney by the Bank, and in either case shall become a part of the debt and demand secured to be paid by this mortgage and fully covered and protected by the lien thereby created.

And the said party of the first part individually and on behalf of heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first 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 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 aforesaid, which said expenses, costs and commissions the said party of the first part individually and on behalf of heirs, personal representatives and assigns hereby covenants to pay; and the said Mortgagee, its successors or assigns, or its duly appointed agent or attorney shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

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

And the said party of the first part individually and on behalf of personal representatives and assigns, does further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to said mortgagee, its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least one thousand five hundred dollars and to cause the policy to be affected thereon, to be so framed or endorsed as in the case of fire, to enure to the benefit of the said mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors or assigns. And it is further agreed by the parties hereto and those claiming through, by or under them, that an assignment of this mortgage shall carry with it an assignment of the amortization note which it is given to secure.

Witness the hands and seals of the said mortgagors.

Teste: Lida Hopkins.

Elijah B. Green, Jr. (SEAL)

Cora Green (SEAL)

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

I hereby certify that on this twenty seventh day of July, in the year One Thousand nine hundred and twenty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elijah B. Green Jr. and Cora Green, his wife, the mortgagors named in the aforesaid mortgage, and duly acknowledged the said mortgage to be their act; at the same time also appeared Edwin H. Brown, Jr., and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

As witness my hand and Notarial Seal the day and year first above written.

Notary  
Public  
Seal.

Lida Hopkins

Notary Public.

My Commission expires May , 1927.

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

The Maryland-Virginia Joint Stock Land Bank of Baltimore, a body corporate, hereby assigns the within mortgage to Hugh L. Pope.

In witness whereof said assignor has caused this assignment to be executed in its name by its Vice President and its corporate seal affixed and attested by its Secretary this 17th. day of October, 1927.

Attest: Wm. A. Owings,  
Secretary.

The Maryland-Virginia Joint Stock  
Land Bank of Baltimore.

By:

Sifford Pearre,  
Vice-President.

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 B. H. T. #4, folio 10 etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 22nd. day of October, in the year nineteen hundred and twenty seven.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND  
Filed Oct. 24th, 1927.

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

KNOW ALL MEN BY THESE PRESENTS; that we, Hugh L. Pope, Baltimore, Maryland as Principal and New Amsterdam Casualty Company, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand and five hundred (\$2,500) dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly yo be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty first day of October, in the year nineteen hundred and twenty seven.

WHEREAS, the above bounden Hugh L. Pope by virtue of the power contained in a mortgage from Elijah B. Green, Jr. and Cora Green, his wife, bearing date the 1st. day of July, nineteen hundred and twenty five, and recorded among the Records of County, in Liber No. fol.

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 Hugh L. Pope do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and  
delivered in the  
presence of

Wm. A. Owings.

Attest: S. S. Thomas  
Assistant Secretary.

Seal's  
Place.

Hugh L. Pope. (SEAL)  
New Amsterdam Casualty Company.

By

Garner W. Denmead  
Vice President.

1136812

And on the back of the foregoing Bond was thus endorsed, to wit:  
Security approved and Bond filed October 24th. 1927;  
B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from  
Liber J. F. R. No. 1, fol. 332 Bond record book for Queen Anne's County.  
In testimony whereof I hereunto subscribe my name and affix the seal  
of the seal of the Circuit Court for Queen Anne's County, this 24th.  
day of October, in the year 1927.

Seal's  
Place.

B. Hackett Turner  
Clerk.

REPORT OF SALE  
Filed Jan. 21st, 1928.

Hugh L. Pope,  
Assignee

VS

Elijah B. Green,  
Jr. and Cora  
Green, his wife.

In the Circuit Court

for

Queen Anne's County

In Equity  
Cause No. 2729.

To the Honorable, the Judges of said Court:

The Report of Sale of Hugh L. Pope, Assignee of mortgage, respectfully  
sets forth:-

1st, That default having occured in the mortgage from Elijah B. Green, Jr. and Cora Green, his wife to The Maryland-Virginia Joint Stock Land Bank of Baltimore dated the first day of July in the year nineteen hundred and twenty five and recorded in Liber B. H. T. No. 4 folios #10 &c., a land record book for Queen Anne's County; and assigned to the said Hugh L. Pope, (a certified copy of said mortgage and assignment being filed in this cause and is prayed to be taken as part of this report), by the non-payment of the principal and interest and failure to keep insured, said property, according to the terms of said mortgage.

2nd, That after giving bond with surety duly condition 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 place, manner, time 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 Queen Anne's County, Maryland on Tuesday, November 22nd, 1927 at the hour of one-thirty o'clock P. M. and then and there proceeded to sell said mortgaged real estate as follows, to wit: All that lot or parcel of land, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the West side of the public road leading from Centreville to Burrisville, and acquired by said Elijah B. Green, Jr. by deed from Elizabeth H. Rothwell and Arthur B. Rothwell, her husband and Madison Brown, dated February 3rd, 1916 and recorded among the Land Records of said Queen Anne's County in Liber W. F. W. No. 8 folio 374, in which deed the said land is described as follows: Bounded on the West by the lands of William Dickerson, the late Frank A. Emory and others and on the South by the lands of Mrs. William F. Green, Henry Richardson, Edward K. Rothwell and David Kennedy and containing, according to a survey made on the 23rd day of September, 1915, by John C. Turner, eighty acres of land, more or less and being what is known as "Plain Dealing", "The Elliott Farm", "The Burris Farm", or "The Troy Farm", and being the same property described in the aforesaid mortgage, and sold same to Hugh L. Pope at and for the sum of twenty six hundred dollars (\$2600.00), he being then and there the highest bidder therefor. The purchaser has paid the cash payment of five hundred dollars and has agreed to make final settlement of the purchase money upon final ratification of the Court according to the published advertisement and according to the additional terms announced on the day of sale, is to pay the taxes for the year nineteen hundred and twenty seven and is to have possession of said property when said sale is ratified. That there is filed herewith a copy of said advertisement, certified as to its publication, marked Exhibit No. 1.

All of which is respectfully submitted,

Hugh L. Pope  
Assignee of Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:-

I hereby certify that on this 16th day of January, in the year, nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, duly commissioned and qualified, personally appeared Hugh L. Pope, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

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

Notary  
Public  
Seal.

Marie C. Schulz  
Notary Public.

CERTIFICATE OF PUBLICATION  
OF ADVERTISEMENT OF SALE.  
Filed January 21st, 1928.

ASSIGNEE'S SALE OF VALUABLE FARM

Under and by virtue of the power of sale contained in the mortgage from Elijah B. Green, Jr. and Cora Green, his wife to The Maryland-Virginia Joint Stock Land Bank of Baltimore, said mortgage being dated the first day of July in the year nineteen hundred and twenty five and recorded in Liber B. H. T. No. 4 folio No. 10 &c., a land record book for Queen Anne's County, and assigned by said bank to Hugh L. Pope, the undersigned, as said assignee, will sell at public sale in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, NOV. 22, 1927 at the hour of 1.30 o'clock P. M., the following described real estate:

ALL THAT LOT OR PARCEL OF LAND, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the West side of the public road leading from Centreville to Burrisville, and acquired by said Elijah B. Green, Jr. by deed from Elizabeth H. Rothwell and Arthur B. Rothwell, her husband, and Madison Brown, dated February 3rd, 1916 and recorded among the Land Records of said Queen Anne's County in Liber W. F. W. No. 8, folio 374, in which deed the said land is described as follows: Bounded on the West by the lands of William Dickerson, the late Frank A. Emory and others and on the South by the lands of Mrs. William F. Green, Henry Richardson, Edward K. Rothwell and David Kennedy and containing, according to a survey made on the 23rd day of September, 1915, by John C. Turner, 80 ACRES LAND more or less and being what is known as "Plain Dealing", "The Elliott Farm", "The Burris Farm", or "The Troy Farm", and being the same property described in the aforesaid mortgage.

Improvements consist of a dwelling and barn, stable and other necessary outbuildings.

Possession of this property will be given on the ratification of sale by the Court and on the compliance of the purchaser with the terms of sale.

TERMS OF SALE:- The sum of five hundred dollars will be required in cash on day of sale and the balance of the purchase money with interest from date of sale will be payable on the ratification of the sale by the Circuit Court in equity. Other terms of sale made known on day of sale.

HUGH L. POPE, Assignee.

Edwin H. Brown, Jr., Attorney.  
J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD

Centreville, Md. Jan. 20th, 1928

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Advertisement of the Real Estate in the case of Hugh L. Pope Assignee vs. E. B. Green Jr. & 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 22nd day of November in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

N I S I

Hugh L. Pope, Assignee

vs.

Elijah B. Green, Jr., and  
Cora Green, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2729.

ORDERED, This 21st day of January A. D., 1928, that the sale of the real estate made and reported in this cause by Hugh L. Pope, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of March next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of February next.

The Report states the amount of sales to be \$2600.00.

Filed January 21st, 1928.

B. Hackett Turner Clerk.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed

ORDER NISI

Hugh L. Pope, Assignee

vs.

Elijah B. Green, Jr., and Cora Green,  
his wife.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2729.

Ordered, This 21st day of January A. D., 1928, that the sale of the real estate made and reported in this cause by Hugh L. Pope, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of March next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of February, next.

The Report states the amount of sales to be \$2600.00.

B. HACKETT TURNER, Clerk.

Filed, Jan. 21st, 1928.

True Copy

Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD

Centreville, Md. Aug. 28, 1928

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Hugh L. Pope, Assignee vs. Elijah B. Green, Jr. and Cora Green, his wife, Chancery #2729 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of February in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

PETITION AND ORDER TO FILE  
NEW AND ADDITIONAL BOND.  
Filed Sept. 4th, 1928.

Hugh L. Pope, Assignee  
VS

Elijah B. Green, Jr.  
and Cora Green, his  
wife.

In the Circuit Court  
for  
Queen Anne's County,  
In Equity  
Cause No. 2729.

To the Honorable, the Judges of said Court:

Your Petitioner, Hugh L. Pope, Assignee respectfully sets forth:-

That he filed in this cause, a bond which failed to state to whom the mortgage was given under which these proceedings were instituted and also failed to state further in said bond where said mortgage was recorded.

May it therefor please your Honors to pass an Order authorizing and directing your Petitioner to file a new and additional bond in this cause setting forth the proper facts therein and also to make the penalty of said bond twenty six hundred dollars.

Respectfully submitted,

EDWIN H. BROWN, JR.

Filed Sept. 4th, 1928.

Hugh L. Pope, Assignee  
VS  
Elijah B. Green, Jr.  
and Cora Green, his wife.

In the Circuit Court  
for  
Queen Anne's County,  
In Equity  
Cause No. 2729.

ORDERED, this third day of September in the year nineteen hundred and twenty eight on the foregoing Petition by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court that Hugh L. Pope be and he is hereby authorized and empowered to file a new and additional bond in this cause in the penalty of twenty six hundred dollars and the said bond to be filed nunc pro tunc.

THOMAS J. KEATING

Filed Sept. 4th, 1928.

STATEMENT OF MORTGAGE DEBT.  
Filed Sept. 3rd, 1928.

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

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage	\$2,200.00
Paid on account	<u>22.33</u>
	2,177.67
Interest from July 1st, 1926 to January 1, 1927	65.33
Interest from January 1, 1927 to July 1, 1927	65.33
Taxes, 1926, paid by Mortgagee	<u>69.06</u>
	\$2,377.39



Interest on \$2,177.67 from July 1, 1927  
to date of sale.

55.87  
\$2433.26

Hugh L. Pope,  
Assignee.

STATE OF MARYLAND :  
                              : TO-WIT:  
CITY OF BALTIMORE :

I HEREBY CERTIFY that on this 17th day of October, 1927, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore personally appeared Hugh L. Pope, Assignee, and made oath in due form of law that the above statement of mortgage claim is true and correct, to the best of his knowledge, information and belief.

WITNESS my hand and notarial seal.

Notary  
Public  
Seal.

Marie C. Schulz  
Notary Public.

CERTIFIED COPY OF BOND  
Filed Sept. 6th, 1928.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of September, 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, Hugh L. Pope, Baltimore, Maryland as Principal and New Amsterdam Casualty Company, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of twenty six Hundred dollars (\$2600), 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 5th. day of September, in the year nineteen hundred and twenty eight.

WHEREAS, the above bounden Hugh L. Pope by virtue of the power contained in a mortgage from Elijah B. Green, Jr. and Cora Green, his wife to The Maryland-Virginia Joint Stock Land Bank of Baltimore bearing date the first 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. 4, folio 10 &c., 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 Hugh L. Pope do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered  
in the presence of  
Wm. A. Owings.  
Attest:  
E. C. Due.  
Assistant Secretary.

Seal's  
Place.

Hugh L. Pope. (SEAL)  
New Amsterdam Casualty Company  
By *[Signature]*  
Vice-President.

And on the back of the foregoing Bond was thus endorsed, to wit:-  
Filed Sept. 6th. 1928 as of October 24th. 1927 Bond with security approved.

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. 360, 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 6th day of September in the year 1928.

Seal's  
Place.

B. Hackett Turner  
Clerk.

For Order of Ratification of Sale, see bottom of folio 354.

REPORT AND ACCOUNT  
OF THE AUDITOR.  
Filed January 12th, 1929.

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

Hugh L. Pope, assignee,  
vs.  
Elijah B. Green, junior,  
and Cora Green, his wife.

Cause No. 2729.

To the Honorable, the Judges of said Court:

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

That he has stated the within account by first charging Hugh L. Pope, the vendor making the sale reported in this cause, with the gross amount of the sale made by him, and then by allowing him thereout as follows: a fee of \$25.00 provided for the vendor in the mortgage and 5 per cent. commissions also provided for in the mortgage; costs of advertising notice of sale and the several orders nisi of this cause, the court costs of the cause, the fee paid the auctioneer for selling the property; the cost of his bond and of certain fire insurance obtained by him, and the fee of the auditor.

The amount of the sale remaining after these allowances is not sufficient to pay the mortgage indebtedness in full and is distributed unto Hugh L. Pope as assignee of the mortgage on account of his mortgage claim.

Respectfully submitted.

\_\_\_\_\_  
auditor.

January 12, 1929.

Statement of Mortgage Debt.

Elijah B. Green, junior, and Cora Green, his wife, to Hugh L. Pope, 1927, Nov. 22,	To amount of mortgage debt due under mortgage described in this cause per statement filed on day of sale:	Dr. \$2,433.26
Cr. By amount distributed thereto per within account, the sum of		<u>2,312.25</u>
To balance due with interest thereon from Nov. 22, 1927, to wit:		\$ 121.01

\_\_\_\_\_  
Madison Brown  
auditor.

January 12, 1929.

Cause 2729.

The proceeds of the sale of the mortgaged real estate of Elijah B. Green, junior, and Cora Green, his wife, mortgagors, in account with Hugh L. Pope, assignee of the mortgage, under which the sale was made, vendor of the mortgaged property.



1927  
Nov.  
22.

Cr.

By gross amount of the sale of said property,  
per report of sale filed, to wit: \$ 2600.00

Dr.

To Hugh L. Pope, vendor as afsd, for his commissions for making sale, per terms of the mortgage-5% of \$2600.00, to wit:	\$ 130.00	
To do., for cost of advertising in Centre-ville Record notice of sale and nisi thereon per receipted account exhibited, to wit: the sum of		52.25
To do., for cour cost of this cause per Clerk's statement as follows: Appear. fee of E.H. Brown \$10.00 Costs of B.H. Turner, clerk, paid per receipt for same exhibited, 18.75		28.75
To do., for amount paid by him for fire insurance per receipt of J. T. Earle, agent, sum of		14.25
To do., for cost of his bond paid corporate surety thereon per receipted account exhibited, to wit: the sum of		10.00
To do., for amount paid J. E. Anthony for crying sale per receipted account exhibited, to wit: the sum of		20.00
To do., for the fee provided for in the mortgage for making the sale thereunder, to wit: the sum of		25.00
To do., for cost of advertising the order nisi to be passed as to this account, the sum of		3.00
To Madison Brown, auditor, for stating this account, to wit: the sum of		4.50
To Hugh L. Pope, in part of mortgage claim assigned him, this balance, to wit:	<u>\$2,312.25</u>	
	\$2,600.00	<u>\$2,600.00</u>

January 12, 1929.

Madison Brown  
auditor.

Filed Jany. 12th, 1929.

NISI RATIFICATION OF AUDIT

Hugh L. Pope, Assignee

VS.

Elijah B. Green, Jr. and  
Cora Green, his wife

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE NO. 2729.

ORDERED, This 12th. day of January, 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 February, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 4th. day of February 1929 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk.

Filed Jany. 12th. 1929.

1136812

Petition and order appointed  
Trustee to convey property sold  
in these proceedings.  
Filed Jany. 17, 1934

Hugh L. Pope,  
Assignee

vs

Elijah B. Green, Jr.  
and Cora Gree, his wife.

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In the Circuit Court

for

Queen Anne's County, In Equity.

Cause No. 2729.

To the Honorable, the Judges of said Court;-

The petition of Hugh L. Pope, assignee of mortgage, respectfully  
sxts forth;-

First;- That it will appear by reference to the proceedings in this cause that he  
was not only the vendor but that he was also the purchaser of the property sold  
thereunder.

Second;- That it will further appear from these proceedings that in the final rati-  
fication of the sale by the court there was no trustee appointed to convey and  
property so sold unto Hugh L. Pope the purchaser.

May it therefore please your Honors to pass an order appointing  
a trustee in this cause, without bond to convey the property sold under these pro-  
ceedings to the said Hugh L. Pope.

Respectfully submitted

EDWIN H. BROWN JR.  
Attorney for Hugh L. Pope, Assignee

Filed Jany. 17, 1934

Hugh L. Pope,  
Assignee

vs

Elijah B. Green, Jr.  
and Cora Green, his  
wife.

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In the Circuit Court

for

Queen Anne's County, in Equity.

Cause No. 2729.

Ordered this 18th day of January, in the year nineteen hundred  
and thirty four, on the foregoing petition, by the Circuit Court for Queen Anne's  
County, in Equity, and by the authority of said Court, that Edwin H. Brown, Jr.  
be and he is hereby appointed trustee in this cause for the whole purpose of con-  
veying the interest in the real estate sold under these proceedings to the purchaser  
thereof, and said trustee is hereby directed to convey all the right, title, in-  
terest and estate of all the parties to the aforesaid cause and to the said mort-  
gage, of, in and to the real estate sold in these proceedings and described in  
said mortgage unto Hugh L. Pope as the Purchaser thereof; and the trustee so  
appointed is not required to file any bond; but shall before said conveyance sat-  
isfy himself as to the payment and satisfaction of the purchase price for said  
real estate.

Thomas J. Keating

Filed Jany. 18, 1934

Hugh L. Pope,  
Assignee

VS.

Elijah B. Breen, Jr. and  
Cora Green, his wife.

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In the Circuit Court

for

Queen Anne's County

In Equity

Cause No. 2729.

ORDERED, This 22nd day of September in the year nineteen hundred  
and twenty eight, by the Circuit for Queen Anne's County, in Equity, and by the  
authority of said Court that the sale made and reported by Hugh L. Pope, Assignee  
of Mortgage in the above entitled cause, be and the same is hereby finally ratified  
and confirmed, no cause to the contrary thereof having been shown, although notice  
appears to have been given as directed by the preceeding Order Nisi. The said  
Assignee is allowed the usual Trustee commission as provided in the mortgage and  
all expenses not personal.

THOMAS J. KEATING

Filed Sept. 22, 1928

M36812





Cause No. 2739.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the ninth day of April, in the year nineteen hundred and thirty, the following Bill of Complaint was filed for record, to wit:-

HARRY F. DENNY AND  
ALMYRA E. DENNY, his wife,  
Plaintiffs,

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

vs.

ANNIE R. FAULKNER and  
HARRY C. FAULKNER, her husband,  
CLARA J. DENNY,  
ELLA G. DENNY,  
ANNA MAE DENNY,  
HELEN EDNA DENNY, infant,  
SALLIE SKINNER DENNY, infant,  
FLORENCE DEBORA DENNY, infant,  
NELLIE JOSEPHINE DENNY, infant, and  
RUTH VIRGINIA DENNY, infant,  
Defendants.

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That your Orator, Harry F. Denny, is seized and possessed in fee simple of an undivided one-fifth part of, in and to a lot or parcel of land situate, lying and being at Wye Station, in the Third Election District of Queen Anne's County, State of Maryland, on the public road leading from Grange Hall to Wye Station, and adjoining the property of (or formerly of) Wilbur Eliason and the right of way of the Baltimore and Eastern Railway Company, which said lot or parcel of land is fully described in the deeds from Wilbur Eliason and Mary C. Eliason, his wife, to W. H. Denny, bearing date the fourth day of April, nineteen hundred and five, and the twenty fourth day of February, nineteen hundred and nine, respectively, and recorded in Liber J. E. G. No. 7, folios 437, etc., and Liber S. S. No. 6, folios 142, respectively, land record books for Queen Anne's County aforesaid.

2. That the other undivided four-fifths part of, in and to said lot or parcel of land are owned by the following named Defendants, that is to say:  
(a) an undivided one-fifth part is owned by the said Defendant, Annie R. Faulkner;  
(b) an undivided one-fifth part is owned by the said Defendant, Clara J. Denny;  
(c) an undivided one-fifth part is owned by the said Defendant, Ella G. Denny; (d) and the remaining undivided one-fifth part is owned by the said Defendants, Anna Mae Denny, Helen Edna Denny, infant, Sallie Skinner Denny, infant, Florence Debora Denny, infant, Nellie Josephine Denny, infant, and Ruth Virginia Denny, infant.

3. That the said Defendants, Annie R. Faulkner, Clara J. Denny, Ella G. Denny, Anna Mae Denny, Helen Edna Denny, infant, Sallie Skinner Denny, infant, Florence Debora Denny, infant, Nellie Josephine Denny, infant, and Ruth Virginia Denny, infant, and your Orator, Harry F. Denny, acquired title to the said lot or parcel of land from William H. Denny, who departed this life, leaving a last will and testament, and seized and possessed thereof, sometime in the year nineteen hundred and sixteen, which said last will and testament was duly admitted to probate by the Orphans' Court of Queen Anne's County and is now of record in the Office of the Register of Wills for Queen Anne's County in Liber W. T. B. No. 1, folios 19 etc., a will record book for Queen Anne's County aforesaid.

4. That by the terms and provisions of said last will and testament said lot or parcel of land was devised unto Martha E. Denny, the wife of the said William H. Denny, for and during her natural life and no longer; and from and after the death of the said Martha E. Denny, the said lot or parcel of land was devised to the children of the said William H. Denny living at the time of the death of the said Martha E. Denny and to the issue, then living, of any of said children who may then be deceased, as tenants in common, the issue of any deceased child to take, per stirpes and not per capita, only the share which the parent, if living, would have taken. A certified copy of which said last will and testament, marked "Exhibit No. 1", is filed herewith as a part hereof.

5. That the said Martha E. Denny departed this life tometime in the year nineteen hundred and twenty seven.

6. That the said William H. Denny had five children living at the time of his death, namely, Harry F. Denny, William C. Denny, Annie R. Faulkner, Clara J. Denny, and Ella G. Denny.

7. That at the time of the death of the said Martha E. Denny your Orator, Harry F. Denny, and the Defendants, Annie R. Faulkner, Clara J. Denny, and Ella G. Denny, were the only children of the said William H. Denny then living.

8. That at the time of the death of the said Martha E. Denny the said William C. Denny was dead, he having departed this life sometime in the year nineteen hundred and eighteen, leaving the following children, to wit: the said Anna Mae Denny, Helen Edna Denny, Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny, and Ruth Virginia Denny, all of whom were living at the time of the death of the said Martha E. Denny.

9. That said lot or parcel of land is not susceptible of division among the parties in interest according to their respective rights therein without loss or injury to the said parties.

10. That your Orators are advised that they are 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.

11. That the said Harry F. Denny and Almyra E. Denny, his wife, are adults and reside in Queen Anne's County aforesaid.

12. That the said Annie R. Faulkner and Harry C. Faulkner, her husband, and Ella G. Denny are adults and reside in Queen Anne's County aforesaid; that the said Clara J. Denny is an adult and resides in Caroline County, State of Maryland; that the said Anna Mae Denny is an adult and resides in Baltimore City, State of Maryland; and that the said Helen Edna Denny, Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, are all infants under the age of twenty one years and reside in Baltimore City aforesaid.

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

MAY IT PLEASE YOUR HONORS to grant unto your Orators the writ of subpoena against the said Annie R. Faulkner and Harry C. Faulkner, his wife, and Ella G. Denny directed to the Sheriff of Queen Anne's County aforesaid; the writ of subpoena against the said Clara J. Denny directed to the Sheriff of Caroline County aforesaid; the writ of subpoena against the said Anna Mae Denny directed to the Sheriff of Baltimore City aforesaid; and the writ of subpoena against the said Helen Edna Denny, Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, infants, directed to the 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.,

HARRY F. DENNY

Harper & Horney  
Solicitors for Plaintiffs.

ALMYRA E. DENNY

EXHIBIT NO. ONE  
Filed April 9th, 1928.

I, William H. Denny, 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 1. I give and devise my house and lot where I now reside, situate at Wye Station, in the Third Election District of Queen Anne's County, State of Maryland, to my wife, Martha E. Denny, for and during her natural life and no longer; and from and after the death of my said wife, I give and devise the said house and lot to my children living at the time of the death of my said wife and to the issue, then living, of any of my said children who may then be deceased, as tenants in common, the issue of any such deceased child to take, per stirpes and not per capita, only the share which the parent, if living, would have taken.

Item 2. I give and bequeath to my said wife, Martha E. Denny, my horse and carriage.

Item 3. I give and bequeath to my said wife, Martha E. Denny the sum of Five Hundred Dollars (\$500.00) to be paid to her out of the residue of my personal estate remaining after the payment of my just debts and funeral expenses; but if said residue shall not amount to said sum of Five Hundred Dollars, then I give and bequeath to my said wife only so much of said sum as may remain after the payment of said debts and funeral expenses.

Item 4. I give and bequeath one-third of all the rest and residue of my personal estate to my said wife, Martha E. Denny; and the remaining two-thirds of all the rest and residue of my said personal estate I give and bequeath to my children, to be divided between them in equal proportions, share and share alike, the issue of any deceased child to take the share which the parent if living would have taken.

Item 5. I constitute and appoint my said wife Martha E. Denny, Executrix of this my last will and testament, hereby revoking all other wills and testaments heretofore made by me, and it is my wish and desire that my said wife shall be excused from the necessity of giving bond for the performance of her duties as such Executrix.

In testimony whereof I have hereunto subscribed my name and set my seal this eighteenth day of September, in the year nineteen hundred and eight.

W. H. Denny (SEAL)

Signed, sealed published and declared by William H. Denny, 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:-

EDWIN KNOX

R. B. EATON

R. F. EATON

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

On the third day of October A. D. 1916 came J. Frank Harper, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of William H. Denny, 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, 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 H. Denny, on or about the eighteenth day of September, A. D. 1908.

Sworn before W. T. Bishop

Register of Wills for Queen Anne's County, Md.

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

On the seventh day of October came R. B. Eaton and R. F. Eaton, of Queen Anne's County, two of the subscribing witnesses to the foregoing last will and testament of William H. Denny, late of Queen Anne's County, deceased, and made oath in due form of law that they did see the Testator, sign and seal said will; that they heard him publish, pronounce and declare the same to be his last will and testament, and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they together with Edwin Knox, the other subscribing witness thereto, subscribed their names as witnesses, to said Will, at his, the testators request, in his, the testators presence and in the presence of each other.

Sworn in open Court.

Test.

William T. Bishop  
Register of Wills for Queen  
Anne's County, Maryland.

STATE OF MARYLAND.

QUEEN ANNE'S COUNTY. SCT:

On this ninth day of October in the year nineteen hundred and sixteen came Walter T. Wright, of Queen Anne's County aforesaid, a witness of lawful age, and made oath in due form of law that he is well acquainted with Edwin Knox, one of the subscribing witnesses to the foregoing last will and testament of William H. Denny, late of Queen Anne's County, deceased, and that he is well acquainted with the hand-writing and signature of the said Edwin Knox, who is at this time a non-resident of the State of Maryland, and beyond the jurisdiction of the Orphans' Court for Queen Anne's County; that the name Edwin Knox appearing on said last will and testament as that of one of the subscribing witnesses thereto is in the hand-writing of the said Edwin Knox and is the true and genuine signature of the said Edwin Knox.

Certified by William T. Bishop  
Register of Wills for Queen Anne's  
County.

STATE OF MARYLAND, SCT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of William H. Denny, late of Queen Anne's County, deceased, having been exhibited for Probate, and no objection having been made, although notice according to law, appears to have been given to the next relations of said deceased; Martha E. Denny, William C. Denny, Annie R. Faulkner, Clara Denny, Ella Denny, and Harry F. Denny,

The Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity.

Orders and decrees, this tenth 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 H. Denny, deceased.

W. Hopper Gibson

Harry Clark

PLACE OF COURT SEAL:

William H. Welch

Judges of the Orphans' Court for Queen Anne's County.

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 H. Denny, deceased, as filed and passed in this office on October 10, 1916, and recorded in Liber W. T. B. No. 1 Folio 19 etc. in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this ninth day of April 1928.

William T. Bishop  
Register of Wills for Queen Anne's County,  
Maryland.

SUBPOENA

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's  
Place.

Annie R. Faulkner and Harry C. Faulkner, her husband, Clara J. Denny, Ella G. Denny, Anna Mae Denny, Helen Edna Denny, Infant, Sallie Skinner Denny, Infant, Florence Debora Denny, Infant, Nellie Josephine Denny, infant, and Ruth Virginia Denny, Infant, Defendants.

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 May next, to answer the complaint of Harry F. and Almyra E. Denny, his wife, against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the 1st Monday of April 1928.  
Issued the 9th. day of April, in the year 1928.

Harper & Horney.

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 May next, being the Return Day.

Clerk.



12863

ANSWER  
Filed April 9th, 1928

HARRY F. DENNY and  
ALNYRA E. DENNY, his wife,  
PLAINTIFFS,

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

vs.

ANNIE R. FAULKNER and  
HARRY C. FAULKNER, her husband,  
CLARA J. DENNY,  
ELLA G. DENNY,  
ANNA MAE DENNY,  
HELEN EDNA DENNY, infant,  
SALLIE SKINNER DENNY, infant,  
FLORENCE DEBORA DENNY, infant,  
NELLIE JOSEPHINE DENNY, infant, and  
RUTH VIRGINIA DENNY, infant,  
DEFENDANTS.

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Annie R. Faulkner and Harry C. Faulkner, her husband, Clara J. Denny, Ella G. Denny and Anna Mae Denny, 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.,

ANNIE R. FAULKNER  
HARRY C. FAULKNER  
CLARA J. DENNY  
ELLA G. DENNY  
ANNA MAE DENNY

J. H. C. Legg  
Solicitor for above named  
Defendant.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER:

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Nellie Josephine Denny, Infant.  
Seal's  
Place.

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 May next, to answer the complaint of Harry F. & Almyra E. Denny, his wife, against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the 1st. Monday of April, 1928.  
Issued the 9th. day of April in the year 1928.

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 May next, being the Return Day.

B. Hackett Turner Clerk.

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

Summoned by reading Summons to Nellie Josephine Denny Infant and a copy of the Process left B. May Denny, Mother of said Infant named in writ

Broderick  
4-11-28

Fees \$0.95

Filed April 16th, 1928

John E. Potee  
Sheriff

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place. Florence Debora Denny, 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 1st. Monday of May next, to answer the complaint of Harry F. & Almyra E. Denny, his wife, against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the 1st. Monday of April 1928.  
Issued the 9th. day of April in the year 1928.

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 May next, being the Return Day.

B. Hackett Turner Clerk.

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

Summoned by reading Aummons to Florence Debora Denny, Infant, and a copy of the Procees left with B. May Denny mother of said infant named in writ.

Broderick  
4-11-28

Fees \$0.95

John E. Potee  
Sheriff

Filed April 16th, 1928.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place Ruth Virginia Denny, 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 1st. Monday of May next, to answer the complaint of Harry F. and Almyra E. Denny, his wife, against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the 1st. Monday of April 1928.  
Issued the 9th. day of April in the year 1928.

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 May next, being the Return Day.

B. Hackett Turner Clerk.  
True Copy-  
Test: Clerk.

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

Summoned by reading Summons to Ruth Virginia Denny Infant and a copy of the Process left with B. May Denny Mother of said Infant named in Writ.

Broderick  
4-11-28

Fees \$0.95  
Filed April 16th, 1928.

John E. Potee  
Sheriff

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO  
Seal's  
Place.

Sallie Skinner Denny, 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 1st. Monday of May next, to answer the complaint of Harry F. and Almyra E. Denny, his wife, against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the 1st. Monday of April 1928/  
Issued the 9th. day of April in the year 1928.

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 May next, being the Return Day.

B. Hackett Turner Clerk.

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

Summoned by reading Summons to Sallie Skinner Denny Infant and a copy of the Process left with B. May Denny mother of said Infant named in writ.

Broderick  
4-11-28

Fees \$0.95

John E. Potee  
Sheriff

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO  
Seal's  
Place.

Helen Edna Denny, 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 1st. Monday of May next, to answer the complaint of Harry F. & Almyra E. Denny, his wife, against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the 1st. Monday of April 1928.  
Issued the 9th. day of April in the year 1928.

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 May next, being the Return Day.

B. Hackett Turner Clerk.

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

Summoned by reading Summons to Helen Edna Denny and a copy of the Process left with B. May Denny Mother of said Infant named in writ.

Broderick  
4-13-28

Fees \$0.95 Filed Apr. 17th, 1928.

John E. Potee  
Sheriff.

PETITION  
Filed May 22nd, 1928.

HARRY F. DENNY and  
ALMYRA E. DENNY, his wife,  
Plaintiffs,

vs.

ANNIE R. FAULKNER, et al.,  
Defendants.

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

Cause No. 2739.

TO THE HONORABLE, THE JURORS OF SAID

The Petition of Harry F. Denny and Almyra E. Denny, his wife, 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, five of the Defendants to said Bill of Complaint, to wit: Helen Edna Denny, Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, are infants under the age of twenty one years.

2. That the writs of subpoena heretofore issued in this cause against the said Helen Edna Denny, Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, infants, have been duly served according to law upon the said infants as will appear from the return of the Sheriff of Baltimore City endorsed on the said writs of subpoena and filed in this cause on the 16th day of April, 1928.

3. That your Petitioners are advised that because of the infancy of the said Helen Edna Denny, Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine and Ruth Virginia Denny it is necessary that either the legal guardian of said infants be required, or a Guardian Ad Litem be appointed by this Honorable Court, to answer and defend this suit for the said infants.

4. That the said Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, infants, have a legal guardian residing within the jurisdiction of this Court, to wit: Howard E. Price, of Queen Anne's County, State of Maryland. A copy of the appointment of the said Howard E. Price, as guardian as aforesaid, marked "Exhibit No. 2" is filed herewith as a part hereof.

5. That the said Helen Edna Denny, infant, has no legal guardian or committee residing within the jurisdiction of this Court, she having released her legal guardian upon her arrival at the age of eighteen years.

Your Petitioners, therefore, pray this Honorable Court to pass an order requiring the said Howard E. Price, Guardian of the said Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, infants, to appear, answer and defend the said suit for said infants, and also an order appointing the said Howard E. Price, or some other suitable person within the jurisdiction of this Court, Guardian Ad Litem for the said Helen Edna Denny, infant, with instructions to said Guardian Ad Litem to answer and defend the said suit for said infant.

Respectfully submitted,

Filed May 22nd, 1928.

HARPER & HORNEY  
Solicitors for Plaintiffs.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 26th day of May, 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 Howard E. Price, Guardian of Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, infants, be and he is hereby required and directed to appear, answer and defend the suit instituted against the said infants by the Bill of Complaint filed in the above cause; and IT IS FURTHER ORDERED that Howard E. Price, of Queen Anne's County, State of Maryland, be and he is hereby appointed Guardian Ad Litem of Helen Edna Denny, infant, with instructions to him to answer and defend the suit instituted against the said infant by the Bill of Complaint filed in the above cause.

Filed May 28th, 1928.

THOMAS J. KEATING

EXHIBIT NO. TWO  
Filed May 22nd, 1928.

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 14th day of September A. D., nineteen hundred and twenty, that Howard E. Price was appointed Guardian of Anna Mae Denny, Helen Edna Denny, Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny, Ruth Virginia Denny, infant children of Wm. H. Denny late of Queen Anne's County, deceased, 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 21st day of May nineteen hundred and twenty eight.

Seal's  
Place.

William T. Bishop  
Register of Wills for Queen Anne's  
County.

ANSWER OF HELEN EDNA DENNY BY  
HER GUARDIAN AD LITEM.  
Filed May 28th, 1928.

HARRY F. DENNY and  
ALMYRA E. DENNY, his wife,  
Plaintiffs,

vs.

ANNIE R. FAULKNER, et al.,  
Defendants.

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

Cause No. 2739.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Helen Edna Denny, infant under the age of twenty one years, by Howard E. Price, her Guardian Ad Litem, to the Bill of Complaint of Harry F. Denny and Almyra E. Denny, his wife, against her 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 her rights to the protection of this Honorable Court.

HOWARD E. PRICE  
Guardian Ad Litem for Helen Edna Denny, infant.

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

I HEREBY CERTIFY that on this 28th 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 Howard E. Price, the above named Guardian Ad Litem for Helen Edna Denny, infant, 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 May 28th, 1928.

ANSWER OF SALLIE SKINNER DENNY,  
FLORENCE DEBORA DENNY, NELLIE JOSEPHINE  
DENNY and RUTH VIRGINIA DENNY BY THEIR LEGAL  
GUARDIAN.

Filed May 28th, 1928.

HARRY F. DENNY and  
ALMYRA E. DENNY, his wife,  
Plaintiffs,

vs.

ANNIE R. FAULKNER, et al.,  
Defendants!

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

Cause No. 2739.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, infants under the age of twenty one years, by Howard E. Price, their legal Guardian, to the Bill of Complaint of Harry F. Denny and Almyra E. Denny, his wife, against them in the above entitled cause says:

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

HOWARD E. PRICE  
Guardian of Sallie Skinner Denny,  
Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny,  
infants.

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

I HEREBY CERTIFY that on this 28th 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 Howard E. Price, Guardian of Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, infants, 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 May 28th, 1928.

PETITION FOR THE APPOINTMENT OF  
A SPECIAL EXAMINER.  
Filed June 15th, 1928.

HARRY F. DENNY and  
ALMYRA E. DENNY, his wife,  
Plaintiffs,

vs.

ANNIE R. FAULKNER, et al.,  
Defendants.

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

Cause No. 2739.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harry F. Denny and Almyra E. Denny, his wife, unto your Honors, respectfully sets forth:

1. That your Petitioners are now ready to take testimony in the above entitled cause to prove the allegations in the Bill of Complaint filed herein.
2. That your Petitioners are advised that one of the regular examiners of this Honorable Court has resigned, and that the other regular examiner is unable to act in this case.

Your Petitioners, therefore, pray this Honorable Court to pass an order appointing some other suitable person as special examiner to take such testimony as your Petitioners are ready to produce.

And as in duty bound, etc.,

HARPER & HORNEY  
Solicitors for Petitioners.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 16th day of June, 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 H. B. W. Mitchell be and he is hereby appointed Special Examiner to take the testimony in the above entitled cause.

THOMAS J. KEATING.

Filed June 16th, 1928.

TESTIMONY  
Filed June 20th, 1928.

HARRY F. DENNY and  
ALMYRA E. DENNY, his wife,  
Plaintiffs,

vs.

ANNIE R. FAULKNER, ET AL.,  
Defendants.

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

Cause No. 2739.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled cause being at issue, and the counsel for the Plaintiffs and Howard E. Price, Guardian of Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, and Guardian Ad Litem for Helen Edna Denny, having notified the subscriber, the Special Examiner appointed by this Honorable Court, of their desire to take testimony, your Examiner did, on the nineteenth day of June, nineteen hundred and twenty eight, attend at the law offices of Harper and Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 7:30 o'clock, P. M., and proceeded to take the following testimony:



Harry F. Denny, the first witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:

- Int. 1. State your name, residence and occupation.
- Ans. Harry F. Denny, Wye Mills, Maryland, farming.
- Int. 2. Are you acquainted with the parties to this suit, or any, and which of them?
- Ans: Yes, I know them all. I am one of the Plaintiffs.
- Int. 3. Did you know the late William H. Denny in his lifetime?
- Ans. Yes.
- Int. 4. Is he living or dead; if dead, when and where did he die, and did he leave any last will and testament?
- Ans. He is dead. He died at Wye Mills Station in September, 1916. He left a last will and testament.
- Int. 5. Was he married, and if yea, to whom; and is his widow living or dead; and if dead, when and where did she die?
- Ans: He was married when he died to Martha Emma Sparklin. She is now dead. I don't know where she died, but she died in August, 1927.
- Int. 6. What children and descendants did he leave, and what are their several names, ages and residences?
- Ans: Annie R. Faulkner, Clara J. Denny, William C. Denny, Ella Gertrude Denny and myself; they are all over twenty one years of age. They all reside in Queen Anne's County, except Clara and she lives in Caroline County.
- Int. 7. I now hand you a paper writing marked "Exhibit No. One", 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 Special Examiner "Examiner's Exhibit No. One").
- Ans. That is a copy of my father's will.
- Int. 8. Did you know the late William C. Denny in his lifetime?
- Ans. Yes.
- Int. 9. Is he living or dead; if dead, when and where did he die, and did he leave any last will and testament.
- Ans. He is dead. He died in the last of October, 1918, in Queen Anne's County. He did not leave a will.
- Int. 10. Was he married, and if yea, to whom; and is his widow living or dead; and if living where?
- Ans. Yes, he was married to Bertha Mae Usilton. She is still living and in Baltimore City.
- Int. 11. What children and descendants did he leave, and what are their several names, ages and residences?
- Ans. He left six children. They are named Anna Mae Denny, Nellie Josephine Denny, Helen Edna Denny, Sallie Skinner Denny, Florence Debora Denny, and Ruth Virginia Denny. Anna Mae is over 21 years of age. All the other are under 21 years of age. They live in Baltimore with their mother.
- Int. 12. Did the said William H. Denny 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.
- Ans. Yes. I am acquainted with it. It is a small lot and dwelling located at Wye Mills Station in the Third Election District of Queen Anne's County. It is not in extra good condition. It is worth about \$800.00.
- Int. 13. Is or not the said property susceptible of division among the parties interested therein without material loss and injury to them?
- Ans. No it is not susceptible of division among the heirs without loss and injury.
- Int. 13. 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 reasons for such opinion as you may give.
- Ans. Yes, I think it would. The rent is not enough to benefit anybody and for that reason alone it should be sold. It will go down if it is not sold.



## 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.

HARRY F. DENNY.

Mordecai M. Price, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:

Int. 1. State your name, residence and occupation.

Ans. Mordecai M. Price, Third Election District of Queen Anne's County. Farmer.

Int. 2. Are you acquainted with the parties to this suit, or any, and which of them?

Ans. Yes, I know them all.

Int. 3. Did you know the late William H. Denny in his lifetime?

Ans. Yes sir.

Int. 4. Is he living or dead; if dead, when and where did he die, and did he leave any last will and testament?

Ans. He is dead. He died in Queen Anne's County in September, 1916.

Int. 5. Was he married, and if yea, to whom; and is his widow living or dead; and if dead, when and where did she die?

Ans. He was married to Martha Emma Sparklin. His widow is now dead. She died in Caroline County in 1927.

Int. 6. What children and descendants did he leave, and what are their several names, ages and residences?

Ans. He left five children. They are named Annie R. Faulkner, Clara Josephine Denny, William C. Denny, Ella G. Denny and Harry F. Denny. They are all over 21 years of age, but William C. Denny is dead. They all reside in Queen Anne's County, except Clara J. Denny, who resides in Caroline County.

Int. 7. Are you or not acquainted with the provisions of the last will and testament of the said William H. Denny; if so, please state what they are.

Ans. I know that Mrs. Martha Emma Denny had a life estate. I don't know how he left the property to be divided after her death.

Int. 8. Did you know the late William C. Denny in his lifetime?

Ans. Hes.

Int. 9. Is he living or dead; if dead, when and where did he die, and did he leave any last will and testament.

Ans. He is dead. He died in Queen Anne's County in 1918. I do not know, but I don't think that he did. I have understood that he did not.

Int. 10. Was he married, and if yea, to whom; and is his widow living or dead; and if living where?

Ans. He was married to Miss Mae Usilton. She is still living and resides in Baltimore City.

Int. 11. What children and descendants did he leave, and what are their several names, ages and residences?

Ans. He left six children named as follows: Anna Mae Denny, Helen Edna Denny, Sallie Skinner Denny, Florence Debroa Denny, Nellie Josephine Denny and Ruth Virginia Denny. They are all under 21 years of age, except Anna Mae Denny, who is over 21. They reside in Baltimore City with their mother.

Int. 12. Did the said William H. Denny 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.

Ans. None, except the lot and house at Wye Station. I am well acquainted with it. There is not quite an acre. Its condition is poor. It is located in the Third Election District of Queen Anne's County at Wye Station. It is worth about \$700.00.

Int. 13 Is or not the said property susceptible of division among the parties interested therein without material loss and injury to them?

Ans. No, the property cannot be divided among the heirs without loss or injury.

Int. 14 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 reasons for such opinion as you may give.

Ans. I do, it would not pay any of them to hold it. The money would be more use to them than the property in its present condition.

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 know of anything.

MORDECAI M. PRICE

Herman Orrell, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:

Int. 1 State your name, residence and occupation.

Ans. Herman Orrell, in Queen Anne's County, carpenter.

Int. 2. Are you acquainted with the parties to this suit, or any, and which of them?

Ans. Yes sir I know them all.

Int. 3. Did you know the late William H. Denny in his lifetime?

Ans. Yes sir.

Int. 4. Is he living or dead; if dead, when and where did he die, and did he leave any last will and testament?

Ans. He is dead. He died in 1916 in Queen Anne's County. I have heard that he left a will.

Int. 5. Was he married, and if yea, to whom; and is his widow living or dead; and if dead, when and where did she die?

Ans. He was married to Mrs. Emma Sparklin. She is dead now. She died in 1927 but I don't know where.

Int. 6. What children and descendants did he leave, and what are their several names, ages and residences?

Ans. Five children. Harry F. Denny, Annie R. Faulkner, Clara J. Denny, Ella G. Denny and William C. Denny, who is now dead. They are all over 21 and reside in Queen Anne's County, except Clara J. Denny, who lives in Caroline County.

Int. 7. Are you or not acquainted with the provisions of the last will and testament of the said William H. Denny; if so, please state what they are.

Ans. I am not, but I have heard that Mrs. Denny had a life estate in his property.

Int. 8. Did you know the late William C. Denny in his lifetime?

Ans. Yes.

Int. 9. Is he living or dead; if dead, when and where did he die, and did he leave any last will and testament.

Ans. He is dead. He died in 1918 in Queen Anne's County. I don't know whether he left a will or not, but I never heard of any.

Int. 10. Was he married, and if yea, to whom; and is his widow living or dead; and if living where?

Ans. He was married to Miss Mae Usilton. She is still living and resides in Baltimore City.

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Int. 11 What children and descendants did he leave, and what are their several names, ages and residences?

Ans. He left six children, as follows: Anna Mae Denny, Helen Edan Denny, Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny. I don't know their ages. I think they reside in Baltimore City with their mother.

Int. 12. Did the said William H. Denny 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.

Ans. He left a piece of real estate. I am well acquainted with it. It is a small lot and dwelling located at Wye Station in Queen Anne's County. It is in fair shape. It is worth about \$800.00.

Int. 13 Is or not the said property susceptible of division among the parties interested therein without material loss and injury to them?

Ans. I don't think it can be divided among all the heirs, not well, without loss or injury to them.

Int. 14 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 reasons for such opinion as you may give.

Ans. I do, as it is useless to any of them as it is. It does not rent for enough to justify keeping it.

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.

HERMAN ORRELL.

There being no further witnesses to be examined and the counsel for the Plaintiffs desiring no further time for the production of evidence, and the said Howard E. Price, Guardian and Guardian Ad Litem as aforesaid, desiring to produce no evidence, your Special Examiner hereby respectfully makes his return, together with his "Exhibit No. One", same being a certified copy of the will of William H. Denny, and certifies that he was engaged with such examination one day and examined three witnesses, making costs chargeable to the plaintiffs as follows, to wit:

H. B. W. Mitchell, Special Examiner,	\$ 4.00
Witness fees:	
(They make no charge)	\$ .00
	<u>.00</u>
TOTAL, -----	\$ 4.00

Respectfully submitted,

H. B. W. Mitchell  
Special Examiner.

AGREEMENT TO SUBMIT FOR DECREE  
WITHOUT ARGUMENT.  
Filed July 2nd, 1928.

HARRY F. DENNY, ET AL.,  
vs.  
ANNIE R. FAULKNER, ET AL.

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

Cause No. 2739.

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 Harper and Horney, Solicitors for the Plaintiffs, and J. H. C. Legg, Solicitors for the adult Defendants, and Howard E. Price, Guardian of Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, and Guardian Ad Litem for Helen Edna Denny, that the proceedings in this cause and the testimony taken by the Special Examiner be submitted to the Court, without argument, for such Decree as the Court may think proper in the premises.

HARPER & HORNEY  
Solicitors for Plaintiffs.

J. H. C. LEGG  
Solicitor for adult Defendants.

HOWARD E. PRICE  
Guardian of Sallie Skinner Denny,  
Florence Debora Denny, Nellie  
Josephine Denny and Ruth Virginia  
Denny.

HOWARD E. PRICE  
Guardian Ad Litem for Helen Edna  
Denny.

FINAL DECREE  
Filed July 2nd, 1928.

HARRY F. DENNY, ET AL.,

vs.

ANNIE R. FAULKNER, ET AL.

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

Cause No.

FINAL DECREE

This cause standing ready for hearing and being submitted without argument by the Solicitors for the Plaintiffs and adult Defendants and the Guardian of Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny and the Guardian Ad Litem for Helen Edna Denny, after answer by the Defendants, who are all sui juris (except the said Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, who answer by their legal Guardian, and Helen Edna Denny, 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 second day of July, in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the property mentioned in these proceedings be sold; that William 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 One thousand Dollars (\$1000.00) 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 one-third cash, one-third in one year and one-third in two years from day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the Trustee, and, as soon as may be convenient after such sale, 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 recording according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or 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.

THOMAS J. KEATING.

CERTIFIED COPY OF BOND  
Filed July 30th, 1928.

Queen Anne's County, to wit: Be it remembered that on the thirtieth day of July, 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 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 thirtieth day of July, in the year nineteen hundred and twenty eight.

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 "Harry F. Denny, et al, Vs. Annie R. Faulkner, et al," being Cause No. 2739, 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.

Attest:

Sarah L. Wright.

Seal's  
Place.

William R. Horney.

(SEAL)

United States Fidelity and  
Guaranty Company.

By J. Frank Harper.  
Its attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-  
Secutirty approved and Bond filed July 30th, 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. 356 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 July, in the year 1928.

B. HACKETT TURNER Clerk.

REPORT OF SALE  
Filed Aug. 2nd, 1928.

HARRY F. DENNY, ET AL.,  
Plaintiffs,  
vs.

ANNIE R. FAULKNER, ET AL.,  
Defendants.

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

Cause No. 2739.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Trustee appointed by the decree in the above cause on the 2nd day of July, 1928, 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 and 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 31st day of July, 1928, 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 at Wye Station, in the Third Election District of Queen Anne's County, Maryland, on the public road leading from Grange Hall to Wye Station, and adjoining the property of (or formerly of) Wilbur Eliason and the right of way of the Baltimore and Eastern Railway Company, upon the terms set forth in said decree and in said advertisement, and sold the same to Joseph Milton Sparks, who was then and there the highest bidder therefor, at and for the sum of SIX HUNDRED AND ONE DOLLARS (\$601.00). And your Trustee further reports that the said purchaser, Joseph Milton Sparks, has paid to your Trustee the sum of TWO HUNDRED DOLLARS (\$200.00) in cash, being one-third of the aforesaid purchase money, and has passed unto your Trustee his agreement in writing whereby he agrees to make settlement with your Trustee for the balance of said purchase money upon the final ratification of said sale by this Court.

2. That at the time of offering said real estate for sale, your Trustee announced that the said lot or parcel of land would be sold subject to the right of the present tenant to occupy the same for the balance of the present year; that the purchaser would be required to pay one-half of the State and county taxes levied for the year 1928 on said property, the other one-half of said taxes to be paid by your Trustee; 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.

3. A certificate of the publication of the 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 2nd day of August, in the year nineteen hundred and twenty eight, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, 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.

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

\$601.00

Filed Aug. 2nd, 1928

CERTIFICATE OF PUBLICATION OF SALE.  
Filed Aug. 2nd, 1928.

TRUSTEE'S SALE  
of valuable  
D W E L L I N G

AT WYE MILLS STATION

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, passed the 2nd day of July, 1928, in the cause of "Harry F. Denny, et al. vs. Annie R. Faulkner, 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, July 31st, 1928 commencing at 1:00 o'clock p. m., the following described real estate, to wit:

ALL THAT LOT OR PARCEL OF LAND situate, lying and being at Wye Station in the Third Election District of Queen Anne's County, Maryland, on the

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public road leading from Grange Hall to Wye Station, and adjoining the property of or formerly of Wilbur Eliason and the right of way of the B. & E. Railway, Comapny. The improvements consist of a dwelling house and 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 any of sale 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.

"EXHIBIT NO. A".

THE CENTREVILLE OBSERVER

Centreville, Md. August 2, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Trustee's sale in the case of Harry F. Denny, et al. vs. Annie R. Faulkner, 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 thereof having been on the 7th day of July, 1928, more than three weeks before the 31st day of July in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed Aug. 2nd, 1928.

N I S I

Harry F. Denny, et. al.,  
VS.  
Annie R. Faulkner, et. al.

)  
)  
)  
)  
)

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
CHANCERY NO. 2739.

ORDERED, This 2nd day of August A. D., 1928, that the sale of 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 6th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 6th day of September next.

The Report states the amount of sales to be \$601.00.

B. HACKETT TURNER Clerk.

Filed August 2nd, 1928.

CERTIFICATION OF PUBLICATION OF ORDER NISI.  
Filed Oct. 8th, 1928.

N I S I

HARRY F. DENNY, ET AL.,  
VS.  
ANNA R. FAULKNER, ET AL.,

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2739.



Ordered, this 2nd day of August, A. D., 1928, 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 6th day of October, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 6th day of September, next.

The Report states the amount of sales to be \$601.00.

B. HACKETT TURNER, Clerk.

True copy-test:

B. HACKETT TURNER, Clerk.

Filed August 2nd, 1928.

THE CENTREVILLE OBSERVER.

Centreville, Md. October 8th, 1928.

The Centreville Observer Publishing Co., hereby certifies that the NISI in the case of Harry F. Denny, et al. vs. Anna R. Faulkner, 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 4th day of August, 1928, more than four weeks before the 6th day of September in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Filed Oct. 8th, 1928.

FINAL ORDER OF RATIFICATION  
Filed Oct. 15th, 1928.

FINAL ORDER OF RATIFICATION

HARRY F. DENNY, ET AL.,  
Plaintiffs,

vs.

ANNIE R. FAULKNER, ET AL.,  
Defendants.

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

Cause No. 2739.

ORDERED, this eleventh day of October, 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, 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.

THOMAS J. KEATING.

Filed Oct. 15th, 1928.

PETITION OF GUARDIAN FOR PAYMENT OF  
FUNDS AWARDED TO THE INFANTS IN THE AUDIT.  
Filed Jan. 5th, 1929.

HARRY F. DENNY, ET AL.,

Vs.

ANNIE R. FAULKNER, ET AL.

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

Cause No. 2739.

TO THE HONORABLE, THE JUDGES OF SAID COURT:



H36812

The Petition of Howard E. Price, Guardian of Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, unto your Honors, respectfully shows:

1. That on the 14th day of September, 1920, your Petitioner was appointed Guardian of Anna Mae Denny and Helen Edna Denny and the said Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny by the Orphans' Court of Queen Anne's County and qualified as such, as will appear by reference to the Certificate of Appointment filed among the proceedings in this cause and marked "Plaintiff's Exhibit No. 2", the said Anna Mae Denny and Helen Edna Denny having arrived at legal age and released your Petitioner as such Guardian.

2. That on the said 14th day of September, 1920, your Petitioner filed his bond as such Guardian in the penalty of \$4,000.00, with corporate surety, which said bond was duly approved by the Orphans' Court of Queen Anne's County, as will appear by reference to the certificate of the Register of Wills for Queen Anne's County filed herewith and marked "Guardian's Exhibit No. 1", which said bond is still in force.

3. That the total principal or corpus of the guardianship estate now in the hands of your Petitioner amounts to the sum of \$1,498.20-2/3, as will appear by reference to said certificate of the Register of Wills for Queen Anne's County so as aforesaid filed and marked "Guardian's Exhibit No. 1".

4. That in the Report and Account of the Auditor filed among the proceedings in this cause there is awarded and allotted unto the said Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, infants, the sum of \$14.27 each.

5. That your Petitioner is advised that he is entitled to have said sums of money paid into his hands as Guardian of the said infants.

Your Petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering William R. Horney, the Trustee in this cause, to pay over said several sums of money into the hands of your Petitioner upon the execution by him of a release duly executed agreeably to law.

And as in duty bound, etc.,

HOWARD E. PRICE  
Guardian of Sallie Skinner Denny, et al.

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

I HEREBY CERTIFY that on this fifth day of January, 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, Guardian of Sallie Skinner Denny, et al., and made oath in due form of law that the matters and things stated in the foregoing PETITION are true as therein stated to the best of his knowledge and belief.

B. Hackett Turner  
Clerk.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this eighth day of January, 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 William R. Horney, Trustee in the above entitled cause, be and he is hereby authorized, directed and empowered to pay over into the hands of Howard E. Price, Guardian of Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, infants, the several sums of money awarded and allotted unto them, respectively, in the Report and Account of the Auditor filed among the proceedings in this cause upon the delivery unto him by the said Howard E. Price, Guardian as aforesaid, of a release duly executed agreeably to law.

THOMAS J. KEATING

Filed January 8th, 1929.

GUARDIAN'S EXHIBIT NO. 1.  
Filed Jan. 5th, 1929.

IN RE GUARDIANSHIP  
OF  
ANNA MAY DENNY, ET AL.

In the Orphans' Court of  
Queen Anne's County.

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

I, William T. Bishop, the Register of Wills for Queen Anne's County, State of Maryland, do hereby certify, as follows:

1. That Howard E. Price, of Queen Anne's County, State of Maryland, is the duly qualified Guardian of Anna May Denny, Helen Edna Denny, Sallie Skinner Denny, Florence Debora Denny, Nellie Josephine Denny and Ruth Virginia Denny, under appointment of the Orphans' Court of Queen Anne's County aforesaid.

2. That the said Howard E. Price duly filed his bond as such Guardian in the penalty of \$4,000.00 with corporate surety, to wit: the United States Fidelity & Guaranty Company, which said bond was duly approved by the Orphans' Court for Queen Anne's County and is now of record in my office.

3. And that the total principal or corpus of the Guardianship estate as of the 1st day of January, 1929, is the sum of \$1,498.20-2/3, as shown by the last report and account of said Guardian returned and filed in the Orphans' Court of Queen Anne's County, on the 2nd day of January, 1929.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of my office, this fifth day of January, in the year nineteen hundred and twenty nine:

William T. Bishop  
Register of Wills for Queen Anne's  
County, State of Maryland.

Seal's  
Place.

REPORT AND ACCOUNT OF THE AUDITOR.  
Filed Nov. 21st, 1928.

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

Harry F. Denny, et al., Plaintiffs, (

vs. )

Annie R. Faulkner, et al., Defendants. )

Cause No. 2739.

To the Honorable, the Judges of said Court:

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

That he has checked the bill of complaint with the testimony, and he finds that the parties entitled to the net proceeds of the sale are as stated in the bill of complaint, and he has distributed the net proceeds of the sale in the within account to those parties who appear entitled to the same, according to said bill of complaint and testimony.

That in the within account William R. Horney, the trustee appointed to make the sale, is charged with the gross amount of the sale made by him, and he is then thereout allowed his commissions according to the rule of the court for making the sale, the court costs of the cause, the cost of his bond, the costs of advertising the sale and the several orders nisi of the cause, and the fee of the auditor.

That the balance remaining after these allowances is the net amount to be distributed to the parties owning the land at the time of the sale and is in the within account distributed to them according to their proper proportions as above set forth.

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Respectfully submitted.

MADISON BROWN  
auditor.

Cause 2739.

The proceeds of the sale of the real estate of Harry F. Denney and others in account with William R. Horney, the trustee to make sale mentioned under the decree of this court in the above cause.

1928		Cr.		
July				
31	By the gross proceeds of the sale so made per report of sales filed, to wit: sum of			\$ 601.00
		Dr.		
" "	To William R. Horney, the trustee, for his commissions for making sale, the sum of		\$ 41.57	
	To do., for the court costs of this cause per statement of clerk paid by him per receipt thereon, as follows:			
	Costs of B. H. Turner, Clerk,	\$ 35.75		
	Costs of J. E. Potee, sheriff,	5.70		
	Costs of W. T. Bishop, Register,	2.50		
	Costs of H.B.W. Mitchell, examiner,	4.00		
	Fee of H. E. Price, guardian ad lit.	4.00		
	Appear. fee of solicitor of complainant,	10.00		
	Defendants,	10.00	\$ 71.95	
	To do., for cost of his bond with corporate surety filed herein per account for same receipted exhibited, to wit:		5.00	
	To do., for cost of advertising in The Centreville Observer notice of sale, order nisi on sale and order nisi upon this account, per account receipted exhibited, to wit:		37.25	
	To do., for amount paid J. E. Anthony, auctioneer for crying sale per receipt exhibited, sum of		5.00	
	To do., for 1/2 of taxes for 1928, on property sold paid S. C. Stevens, treasurer, per account receipted exhibited, to wit: the sum of		7.70	
	To Madison Brown, auditor, for stating this account,		4.50	
	To balance for distribution, sum of . . . . .		\$428.03	
			\$601.00	\$ 601.00

		Cr.		
	By balance brought forward for distribution, to wit:			\$ 428.03

		Dr.		
	To Harry F. Denny, 1/5 of said balance or the sum of		\$ 85.61	
	To Annie R. Faulkner, 1/5 of said balance or the sum of		85.61	
	To Clara J. Denny, 1/5 of said balance or the sum of		85.61	
	To Ella G. Denny, 1/5 of said balance or the sum of		85.60	
	To Anna Mae Denny, 1/6 of 1/5 of said balance or the sum of	\$ 14.26		
	To Helen Edna Denny, 1/6 of 1/5 of said balance or the sum of	14.26		
	To Sallie Skinner Denny, infant, 1/6 of 1/5 of said balance or the sum of	14.27		
	To Florence Dehora Denny, infant, 1/6 of 1/5 of said balance or the sum of	14.27		

To Nellie Josephine Denny, infant, 1/6 of 1/5 of said balance or the sum of	14.27	
To Ruth Virginia Denny, infant, 1/6 of 1/5 of said balance or the sum of	14.27	85.60
		\$428.03    \$428.03

November 21, 1928.

MADISON BROWN  
auditor.

## NISI RATIFICATION OF AUDIT

Harry F. Denny  
et al.

VS.

Annie R. Faulkner, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE No. 2739.

ORDERED, This 21st 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 18th day of December 1928; provided a copy of this order be published once a week in each of two successive weeks before the 10th day of December 1928, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Nov. 21st, 1928.

CERTIFIED COPY OF NISI RATIFICATION OF AUDIT.  
Filed Dec. 20th, 1928.

## NISI RATIFICATION OF AUDIT

HARRY F. DENNY, ET AL.,

VS.

ANNIE R. FAULKNER, ET AL

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

CASE NO. 2739.

Ordered, this 21st 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 18th day of December, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 10th day of December, 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 21, 1928.

## THE CENTREVILLE OBSERVER

Centreville, Md., Dec. 20th, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the NISI RATIFICATION OF AUDIT in the case of "Harry F. Denny, et al. vs. Annie R. Faulkner, et al.", Chancery Cause No. 2739, a true copy of which is here-to 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 December in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Dec. 20th, 1928.

By Margaret E. Durney

FINAL ORDER OF COURT  
 Filed Dec. 22nd, 1928.

HARRY F. DENNY, ET AL.,

vs.

ANNIE R. FAULKNER, ET AL.

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

Cause No. 2739.

ORDERED, this 22nd day of December, in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary 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; except that such distributions as are therein made to infants shall be held subject to the future order of Court.

THOMAS J. KEATING.

Filed December 22nd, 1928.

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Cause No. 2767.

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

H. B. W. MITCHELL,  
ATTORNEY NAMED IN MORTGAGE,

vs.

WILFRED R. PEAK,  
BARGAINOR.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,  
IN EQUITY.

B. Hackett Turner, Clerk:

You will docket suit as per the above titling and file certified copy of chattel mortgage from Wilfred R. Peak to T. Edmund Dewing and Mildred Dewing dated January 8th., 1929, and recorded in Liber B. H. T. No. 9 folio 149, a land record book for Queen Anne's County.

H. B. W. MITCHELL  
ATTORNEY.

CERTIFIED COPY OF MORTGAGE  
Filed Apr. 6th, 1929.

#13,449. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 17th. day of January, in the year nineteen hundred and twenty-nine, the following Chattel Mortgage was brought to be recorded, to wit:-

THIS CHATTEL MORTGAGE, Made this Eighth day of January, nineteen hundred and twenty nine, by Wilfred R. Peak, of Queen Anne's County, State of Maryland;

WHEREAS, said Wilfred R. Peak is indebted unto T. Edmund Dewing and Mildred Dewing, on his two promissory notes of even date herewith, one for the sum of five hundred dollars and interest, signed by himself and payable one month from its date, and the other for the sum of seven hundred and seventy dollars and forty five cents (\$770.45) signed by himself and payable thirty days from its date.

NOW THIS CHATTEL MORTGAGE WITNESSETH: That for and in consideration of the premises and of one dollar, the said Wilfred R. Peak does hereby bargain and sell unto the said T. Edmund Dewing and Mildred Dewing, the following property, to wit: 9 tables, 4 stoves, 24 chairs, 1 coffee percolator, 1½ dozen cooking utensils, one Roll Heater, 1 soft drink container, 1 refrigerator, 150 lbs. capacity; 200 dishes, 2 dozen knives, 2 dozen forks, 3 dozen silver spoons, 1 cash register, 1 cigar case, 1 pie cabinet, 1 water cooler and 1 Atwater Kent Radio.

Provided, that if the said Wilfred R. Peak, his executors, administrators or assigns, shall well and truly pay unto the said T. Edmund Dewing and Mildred Dewing, their executors, administrators or assigns, the above mentioned promissory notes or any renewal of them should they be renewed from time to time, whether in whole or in part, at the option of said T. Edmund Dewing and Mildred Dewing, or their assigns, and shall perform all the covenants, conditions and agreements herein on his part to be performed, then this chattel mortgage shall be void; and until default be made in the premises the said Wilfred R. Peak, his executors, administrators or assigns, shall possess said property. And the said Wilfred R. Peak covenants to pay all taxes levied upon said property when due. 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 of this chattel 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 T. Edmund Dewing and Mildred Dewing, or either of them, their or either of their executors, administrators or assigns, or H. B. W. MITCHELL, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said property upon giving ten days previous notice of the time, place, manner and terms of sale by hand bills or posters and such other notice as party selling may deem expedient, for cash or for cash and credit, and to apply the proceeds of sale to the payment, of, first, all expenses incident to such sale, including ten per centum commissions on the gross amount of sales as compensation to the person making the sale; second, all moneys owing hereunder or secured hereby or hereby intended to be secured, whether the same shall have then matured or not, and third, the balance to said Wilfred R. Peak, or who may be entitled thereto.

Witness my hand and seal.

Witness: Verna Mears.

Wilfred R. Peak

(SEAL)

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

I hereby certify that on this Eighth day of January, 1929, before me, the subscriber, a Notary Public of Queen Anne's County, Maryland, personally appeared Wilfred R. Peak and acknowledged the within and foregoing chattel mortgage to be his act and deed, and at the same time also personally appeared before me T. Edmund Dewing and Mildred Dewing, and made oath that the consideration stated in the within and foregoing mortgage was true and bona fide as therein set forth.

Notary  
Public  
Seal.

Verna Mears  
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. #9, folio 149, 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 April, in the year nineteen hundred and twenty nine.

Seal's  
Place.

B. Hackett Turner Clerk.

CERTIFIED COPY OF BOND  
Filed April 6th, 1929.

Queen Anne's County, to wit: Be it remembered that on the sixth day of April, 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 H. B. W. Mitchell, of Queen Anne's County, State of Maryland, as principal and the Maryland Casualty Company, a body corporate, authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 sixth day of April, in the year nineteen hundred and twenty nine.

WHEREAS the said H. B. W. Mitchell is about to execute the power of sale contained in the chattel mortgage from Wilfred R. Peak to T. Edmund Dewing and Mildred Dewing, dated the eighth day of January, nineteen hundred and twenty nine, and recorded in Liber B. H. T. No. 9, folio 143, a land record book for Queen Anne's County; said H. B. W. Mitchell being named in said chattel mortgage to make sale of the property therein described in case of default in the terms or conditions thereof, default having occurred in the terms and conditions of said chattel mortgage, and said Mitchell having been authorized to make sale of said property.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden H. B. W. Mitchell, do and shall abide by and fulfill any order or decree of any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof then this obligation to be void, otherwise to be and remain in full force and virtue in law.

Sealed, signed and  
delivered in the  
presence of  
Verna Mears.

Seal's  
Place.

H. B. W. Mitchell (SEAL)  
Maryland Casualty Company  
By Wm. W. Rhodes (SEAL)  
Attorney in fact.  
Countersigned  
H. B. W. Mitchell,  
Attorney in fact.

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

Security approved and Bond filed April 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, fol. 11 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 April, in the year 1929.

Seal's  
Place.

B. Hackett Turner

Clerk.

REPORT OF SALE  
Filed April 9th, 1929.

H. B. W. MITCHELL,  
ATTORNEY NAMED IN CHATTEL  
MORTGAGE,

VS.

WILFRED R. PEAK,  
BARGAINOR.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

No.

To the Honorable, the Judges of said Court:

This Report of the sale made by H. B. W. Mitchell, Attorney named in Chattel mortgage from Wilfred R. Peak to T. Edmund Dewing and Mildred Dewing dated January 8th, 1929, and recorded among the land record Books for Queen Anne's County in Liber B. H. T. No. 9 folio 149, default having occurred in the terms and conditions of said Chattel mortgage; to your Honors respectfully sets forth:

1. That after having given more than ten days previous notice of the time, place, manner and terms of sale by advertisement by hand bills and posters conspicuously posted in and in the vicinity of the place of sale, your Attorney did attend in person on the premises, in the Opera House, Centreville, Maryland, on Monday, April 8th., 1929, at 10 o'clock a. m., and then and there proceeded to sell at public auction the property consisting of furniture, fixtures, utensils, dishes &c. being all of the property mentioned in and advertised by said posters and hand bills with the exception of one cash register and one soft drink container which were claimed and taken into possession by the respective vendors thereof they having a lien on them under conditional contracts of sale, and sold all said property to Mrs. Mildred Dewing at and for the sum of three hundred and thirty five dollars (\$335.00). A statement of the sale of said property in the groups in which it was advertised is attached hereto as a part of this Report. Total sales amounted to three hundred and thirty five dollars (\$335.00).

The purchaser has not yet made settlement but your Attorney feels satisfied that she will do so all of which is respectfully submitted.

H. B. W. MITCHELL  
ATTORNEY NAMED IN CHATTEL MORTGAGE.

Sale under chattel mortgage from Wilfred E. Peak to T. Edmund Dewing and Mildred Dewing, April 8th, 1929,

9 tables, Mildred Dewing, - - - - -	\$ 25.00
4 stoves, Mildred Dewing, - - - - -	75.00
24 chairs, Mildred Dewing, - - - - -	50.00
Coffee Percolator, Mildred Dewing, - - - - -	10.00
1 1/2 dozen cooking utensils, Mildred Dewing, - - - - -	10.00
1 Roll Heater, Mildred Dewing, - - - - -	10.00
Refrigerator, Mildred Dewing, - - - - -	75.00
200 Dishes, Mildred Dewing, - - - - -	25.00
2 Dozen Knives, Mildred Dewing - - - - -	5.00
2 Dozen forks, Mildred Dewing, - - - - -	5.00
3 Dozen silver spoons, Mildred Dewing, - - - - -	25.00
Cigar case, Mildred Dewing, - - - - -	5.00
Pie Cabinet, Mildred Dewing, - - - - -	10.00
Water Cooler, Mildred Dewing, - - - - -	5.00
	<u>\$335.00</u>

436812

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

I hereby certify that on this eighth 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 H. B. W. Mitchell, Attorney named in chattel mortgage from Wilfred R. Peak to T. Edmund Dewing and Mildred Dewing, and made oath that the matters and things stated in the within and foregoing Report of Sale were true as therein set forth and that the sale was fairly made.

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

N I S-I

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

VS.

Wilfred R. Peak.

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
CHANCERY NO. 2767.

ORDERED, This 8th day of April A. D., 1929, that the sale sale of the personal property made and reported in this cause by H. B. W. Mitchell, Attorney named in Chattel 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 two successive weeks before the 27th day of April next.

The Report states the amount of sales to be \$335.00.

B. Hackett Turner, Clerk.

Filed April 8th, 1929.

CERTIFIED COPY OF ORDER NISI  
Filed May 17th, 1929.

ORDER NISI

H. B. W. Mitchell, Attorney named in  
Chattel Mortgage,  
vs.  
Wilfred R. Peak.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2767.

Ordered, this 8th day of April A. D., 1929, that the sale of the personal property made and reported in this cause by H. B. W. Mitchell, attorney named in Chattel 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 two successive weeks before the 27th day of April next.

The Report states the amount of sales to be \$335.00.

B. HACKETT TURNER, Clerk.  
True Copy  
Test: B. HACKETT TURNER, Clerk.  
Filed April 8th, 1929.

THE CENTREVILLE RECORD

Centreville, Md. May 17, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of H. B. W. Mitchell, atty, named in Chattel Mortgage vs. Wilfred R. Peak, Chy. #2767 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 27th day of April in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.  
By Lida Hopkins..

Filed May 17th, 1929.

STATEMENT OF MORTGAGE DEBT.  
Filed May 17th, 1929.

STATEMENT OF CHATTEL MORTGAGE DEBT.

CENTREVILLE, MARYLAND, APRIL 6th., 1929.

Mr. Wilfred R. Peak

Dr.

to

T. Edmund Dewing and Mildred Dewing.

To two promissory note secured by chattel mortgage dated January 8th., 1929, as follows:

To promissory note dated January 8th., 1929, signed by said Wilfred R. Peak, payable to the order of T. Edmund Dewing and Mildred Dewing one month from its date, together with interest from date, - - - - -	\$ 500.00
Interest from January 8th., 1929, to April 8th., 1929, three months - - - - -	7.50
To promissory note dated January 8th., 1929, signed by said Wilfred R. Peak payable to the order of T. Edmund Dewing and Mildred Dewing thirty days from its date - - - - -	770.45
Interest from January 8th., 1929, to April 8th., 1929, - - - - -	11.56
	\$1,289.51

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

I hereby certify that on this seventeenth day of May, in the year nineteen hundred and twenty nine, before me, the subscriber, the Clerk of the Circuit Court, of the State of Maryland, in and for Queen Anne's County, personally appeared Mildred Dewing and made oath that the consideration stated in the within and foregoing statement of Chattel mortgage debt was true and bona fide as therein set forth.

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

Filed May 17th, 1929.

ORDER OF COURT RATIFYING SALE  
Filed May 17th, 1929.

ORDERED this 17th day of May, in the year nineteen hundred and twenty nine, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the personal property by H. B. W. Mitchell, Attorney named in Chattel mortgage, in the foregoing report of sale thereof in the case of H. B. W. Mitchell, Attorney named in Chattel mortgage, vs. Wilfred R. Peak, Bargainor, being No. 2767 in said Court, be, and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as provided by the preceding order of ratification nisi. The said attorney is allowed the commissions provided for by the said Chattel Mortgage under the power which said personal property was sold, and all expenses not personal upon producing the proper vouchers thereof before the Auditor.

THOMAS J. KEATING.

REPORT AND ACCOUNT OF THE AUDITOR.  
Filed May 23rd, 1929.

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

H. B. W. Mitchell, attorney named	)	
in chattel mortgage,	)	
vs.	)	
Wilfred R. Peak, bargainor.	(	Cause No. 2767.

136812

To the Honorable, the Judges of said Court:

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

That the proceeds of the sales of the goods and chattels of the mortgagor named in this cause are not sufficient payment of the mortgage debt due by him on the day of sale to the mortgagees named in the mortgage filed in this cause.

That H. B. W. Mitchell, who as the attorney named in the mortgage executed the power of sale therein contained, made the sales of the mortgaged goods and chattels reported in this cause, is charged with the gross amount of the sales made by him per his report filed, and is thereout allowed for compensation for making the sale, according to the terms of the mortgage, the Court costs of this cause per statement of the clerk, the cost of his bond per voucher for the payment, the costs of advertising notices of sale, and the order nisi of sale per his receipted account for same, the fee of the auctioneer, the cost of advertising the order nisi to be passed as to this report, and the fee of the auditor.

The balance then remaining is distributed to the mortgagees named in said mortgage, and a statement is appended showing the balance due by the mortgagor to the mortgagees after application to the debt of the sum distributed to the mortgagees above mentioned.

Respectfully submitted.

\_\_\_\_\_  
Madison Brown  
auditor.

Cause 2767

The proceeds of the sales of the mortgaged goods and chattels of Wilfred R. Peak, mortgagor, in account with H. B. W. Mitchell, the party making the sales of said goods and chattels under the mortgage from Wilfred R. Peak filed in this cause.

Cr.

1929  
April

8. By gross proceeds of the sales of said goods and chattels, per report of sales filed herein by said H. B. W. Mitchell, to wit: the sum of . . . . . \$ 335.00

Dr.

" " To H. B. W. Mitchell, the person making the mortgage sales, for his compensation per terms of mortgage for so doing, 10 per cent. commissions of the gross sales, to wit: the sum of	\$ 33.50
To do., for the Court costs of the cause per Clerk's statement as follows: Costs of B. H. Turner, Clerk: \$ 6.25 Appear. fee of H. B. W. Mitchell, <u>10.00</u>	16.25
To do., for the cost of his bond filed herein with corporate surety thereon paid said corporate surety, per receipted bill exhibited, to wit: the sum of	5.00
To do., for the charges of the auctioneer at the mortgage sale, to wit: the sum of	10.00
To do., for the amount paid the Centreville Record Publishing Company for costs of hand bills of sale, \$5.50, and cost of advertising in the Centreville Record order nisi of sale, \$5.00, per account for same receipted and exhibited, to wit: the sum of	10.50
To do., for the cost of advertising the order nisi to be passed as to this report and account, to wit: the sum of	3.00
To Madison Brown, auditor, for stating this account, to wit: the sum of	4.50
To T. Edmund Dewing and Mildred Dewing, mortgagees of the mortgage filed in this cause, on account of their mortgage claim due on the day of sale, this balance is not sufficient to pay their claim in full, to wit:	<u>252.25</u>
	\$335.00 \$ 335.00

May 22, 1929.

Madison Brown  
auditor.

Statement of Mortgage Debt.

Wilfred R. Peak, mortgagor, to T. Edmund Dewing and Mildred Dewing, mortgagees,	Dr.
1929	
April	
8. To the amount of the mortgage debt due by him to them on the day of sale above mentioned, to wit: the sum of	\$1289.51
Cr: By amount distributed to the mortgagees on account of said debt by the above audit, to wit:	<u>252.25</u>
Dr: To balance due, which balance bears interest from April 8, 1929.	\$1037.26

MADISON BROWN  
auditor.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Attorney named in Chattel Mortgage	}	IN THE CIRCUIT COURT
	}	FOR QUEEN ANNE'S COUNTY
VS.	}	IN EQUITY
Wilfred R. Peak.	}	CASE No. 2767

ORDERED, This 23rd 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 22nd day of June 1929; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of June 1929 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed May 23rd, 1929.

CERTIFIED COPY OF NISI RATIFICATION OF AUDIT  
Filed June 29th, 1929.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Attorney named in Chattel Mortgage.  
vs.  
Wilfred R. Peak.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2767

ORDERED, This 23rd 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 22nd day of June, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 14th 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 23rd, 1929.

K36812

## THE CENTREVILLE RECORD

Centreville, Md. June 29, 1929.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of H. B. W. Mitchell, attorney named in Chattel Mortgage vs. Wilfred R. Peak in Circuit Court for Q. A. County in Equity Case No. 2767 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 14 day of June in the year 1929.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. Purnell Brown

Filed June 29th, 1929.

## CLERK'S CERTIFICATE

H. B. W. Mithcell, Atty

vs.

Wilfred R. Peak.

IN THE CIRCUIT COURT FOR

QUEEN ANNES COUNTY

IN EQUITY, No. 2767 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 23rd day of May, 1929, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Queen Annes County affix this 29th day of June 1929

B. HACKETT TURNERClerk of the Circuit Court for  
Caroline County.Seal's  
Place.

## ORDER OF COURT

Filed June 29th, 1929.

ORDERED, this 29th day of June in the year nineteen hundred and twenty nine, by the Circuit Court for Queen Anne's County, in Equity, that the within and 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 Attorney named in chattel mortgage is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

THOMAS J. KEATING.

Filed June 29th, 1929.



Cause No. 2772.

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

Walter Jewell,  
Assignee,

VS.

Raymond F. Horney  
and  
Margaret M. Horney, his wife.  
Mortgagors:

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

Mr. B. H. Turner, Clerk:

Docket the above entitled case on your Chancery Docket, enter the appearance of J. H. C. Legg as Solicitor for the Assignee, and make out and file in this Cause A Certified Copy of the Mortgage from Raymond F. Horney and Margaret M. Horney, his wife, to Carey Saddler, bearing date the 25th. day of April, in the year, 1923, and Recorded in Liber J. F. R. No. 10 folios 411 etc., One of the Land Record Books for Queen Anne's County, Maryland, together with the assignments thereon.

J. H. C. LEGG

Attorney for the Assignee.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENT  
Filed April 26th, 1929.

#9912. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty sixth day of April, in the year nineteen hundred and twenty-three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 25 day of April, in the year nineteen hundred and twenty three, by Raymond F. Horney and Margaret M. Horney, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Raymond F. Horney and Margaret M. Horney, his wife, are jointly indebted unto one Carey Saddler, in the full and just sum of Nine Hundred Dollars, same being for the purchase money on the herein after described money, which said sum is due and payable three years from the date of these presents with interest on same at the rate of six per cent per annum, payable semi-annually, with the privilege however of paying on account of the principal of the aforesaid, at any interest period any sum not less than one hundred dollars, and it was a condition precedent to said loan that the prompt payment of said principal sum as aforesaid and the interest to accrue thereon were to be secured and assured by the execution of these presents.

Now this mortgage witnesseth that in the consideration of the premises and to the sum of one dollar the said Raymond F. Horney and Margaret M. Horney, his wife, do hereby grant and convey unto Carey Saddler, his heirs and assigns in fee simple, all that lot and parcel of land situate in the village of Winchester or Grasonville, in the fifth election district of Queen Anne's County aforesaid, on the right or north side of the public road leading through said village from Queenstown to Kent Island, adjoining on the east the property of Reese Rhodes, formerly belonging to Mary R. Horney, adjoining on the west the property of Sarah Johnson and adjoining on the north or rear the property of Benjamin F. Horney, containing one acres and eighteen perches of land, more or less, being the same property which was conveyed unto Raymond F. Horney and Margaret W. Horney, his wife, as tenants by the entireties, by deed from Benjamin F. Miller and Daisey M. Miller, of even date herewith and recorded or intended to be recorded among the land record books for Queen Anne's County immediately preceding these presents, to which said deed and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

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 herein-



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after expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said Raymond F. Horney and Margaret M. Horney, this survivor of them, their heirs, executors, administrators or assigns, shall well and truly pay to the said Carey Saddler, his successors, executors, administrators or assigns, the aforesaid sum of Nine hundred dollars, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Raymond F. Horney and Margaret M. Horney, their heirs and assigns shall possess said property. And the said Raymond F. Horney and Margaret M. Horney, his wife, for themselves and their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured the improvements on said premises to the amount of the insurable value thereof in some Company or Companies approved by the said Carey Saddler, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenants, 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 Carey Saddler, his executors, administrators or assigns, or Edwin H. Brown, Jr., 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 Raymond F. Horney and Margaret M. Horney, 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 Carey Saddler, his executors, administrators, successors or assigns, or Edwin H. Brown, Jr., 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 Raymond F. Horney and Margaret M. Horney, his wife, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness their hands and seals.

Test: Chas. O. Coursey.

Raymond F. Horney (SEAL)

Margaret M. Horney (SEAL)

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

I hereby certify that on this 25 day of April, in the year nineteen hundred and twenty three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Raymond F. Horney and Margaret M. Horney, his wife, and did each acknowledge the foregoing mortgage to be their respective act.

Chas. O. Coursey, J. P.  
Justice of the Peace.

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

I hereby certify that on this 25 day of April, in the year nineteen hundred and twenty three, before the subscriber, a Justice of the Peace in and for Queen Anne's County, personally appeared Carey Saddler, the within named mortgagees, 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.

Chas. O. Coursey, J. P. Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the sixth day of February, in the year Nineteen Hundred and Twenty five, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby assign the within and afore-going mortgage to Walter Jewell this January 25th. 1925.

Witness my hand and seal this 25th. day of January, 1925.

Witness: George Saddler.

Carey Saddler

(SEAL)

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J. F. R. #10, folios 411 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 26th. day of April, in the year nineteen hundred and and twenty nine.

Seal's  
Place.

B. HACKETT TURNER, Clerk.

CERTIFIED COPY OF BOND  
Filed Apr. 29th, 1929.

QUEEN ANNE'S COUNTY, TO WIT; Be it remembered that on the 29th. day of April, in the year 1929, the following Bond was filed for recorded, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we Walter Jewell, Myrtle B. Jewell and Carey Saddler, all of Queen Anne's County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Two thousand dollars, to be paid to the said State, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 27th. day of April, in the year nineteen hundred and twenty nine.

WHEREAS, the above bounden Walter Jewell, by virtue of the Power of Sale contained in a mortgage from Raymond F. Horney and Margaret M. Horney, his wife, to Carey Saddler, bearing date the 25th. day of April, 1923, and recorded among the land record books for Queen Anne's County, Maryland, in Liber J. F. R. No. 10, folios 411 etc., and assigned to Walter Jewell on the 25th day of January, 1925, which said assignment is recorded at the foot of the aforesaid mortgage in the aforesaid Liber, the said Walter Jewell, as the assignee of the aforesaid mortgage, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Walter Jewell, as assignee, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then this obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and  
delivered in the  
presence of:  
Witness: Jeanette Saddler.

Walter Jewell.

(SEAL)

Myrtle B. Jewell.

(SEAL)

Carey Saddler

(SEAL)

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

Security approved and Bond filed Apr. 29th/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 14, 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 29th day of April, 1929.

Seal's  
Place.

B. Hackett Turner Clerk.

REPORT OF SALE  
Filed May 23rd, 1929.

Walter Jewell,  
Assignee,

In The Circuit Court,

For

VS

Queen Anne's County, In Equity,

Raymond F. Horney  
and Margaret M. Horney,  
his wife,  
Mortgagors.

Chancery Cause NO.

To the Honorable, the Judges, of said Court:

The Report of Walter Jewell, the Assignee of the Mortgage from Raymond F. Horney and Margaret M. Horney, his wife, to Carey Saddler Dated the 25th. day of April, in the year, 1923, and Recorded in Liber J. F. R. No. 10 folios 411 One of the Land Record Books for Queen Anne's County, Maryland, and assigned unto the said Walter Jewell, default having occurred in in the terms of the said Mortgage, by the non payment of the Principal Mortgage Debt and the interest thereon; that after giving Bond with security approved by The Clerk of this Court, and filed with him previous to the day of sale, for the faithful discharge of the trust and after giving more than twenty days previous notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer, for four insertions, a newspaper printed and published in said Queen Anne's County, State of Maryland, a certified copy of which advertisement is herewith filed with this Report of Sale, and is prayed to be taken as a part of the same he did pursuant to said advertisement, attend in person, together with his Attorney, in front of and on the premises in said Queen Anne's County, Maryland, on Saturday May, the 18th. 1929, at the hour of 3 O'clock P. M. and then and there proceeded to sell the property mentioned and described in the aforesaid Mortgage and in the annexed Advertisement, which described it as follows, To Wit: ALL That Lot and Parcel of Land, situate in the village of Grasonville (formerly Winchester) in the Fifth Election District of said Queen Anne's County, in the said State of Maryland, on the right or North side of the public road leading through said Village from Queenstown to Kent Island, adjoining on the East the property of Reese Rhodes, formerly belonging to Mary H. Horne adjoining on the West the property of Sarah Johnson, and adjoining on the North or rear the property of Benjamin F. Horney, and containing ONE-ACRE and 18 Perches of Land more or less, Improved by a nice comfortable dwelling house and all other necessary outbuildings, and after crying the sale for some considerable time, sold the same to one Clarence E. Sollway, of said County and State, at and for the sum of Sixteen Hundred Dollars, he being then and there the highest bidder for the said property at and for the aforesaid sum of Sixteen Hundred Dollars.

And your Assignee further reports that the purchaser gave his note payable on demand, and it was further announced that the purchaser would pay this years Taxes, interest from day of sale, and would get possession on final ratification of the sale by this Honorable Court, and get the rents of said property from day of sale.

All of which is respectfully submitted by

WALTER JEWELL

Assignee.

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 22 day of May, 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 Walter Jewell, assignee as above set forth in this 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 bona fide made.

CHAS. O. COURSEY. J. P.

J. H. C. Legg, Attorney-At-Law.

ORDER NISI.

Walter Jewell,  
Assignee,

In The Circuit Court, for Queen Anne's

Vs.

County, in Equity, Cause No.

Raymond F. Horney  
and Margaret M. Horney, his wife,  
Mortgagors.

ORDERED on this 23rd. day of May, in the year, nineteen hundred and twenty nine, that the Sales of the Real Estate and property mentioned and described in these proceedings, and made and reported in this Cause by Walter Jewell, Assignee, be ratified and confirmed, unless Cause to the Contrary be shown on or before the 27th day July, next; provided a copy of this Order be inserted in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 25th day of June, next.

The Report States the amount of Sales to be \$1600.00.

B. Hackett Turner, Clerk.

Filed May 23rd, 1929.

CERTIFICATE OF PUBLICATION OF SALE  
Filed May 23rd, 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 Raymond F. Horney and Margaret M. Horney, his wife, to Carey Saddler, said mortgage after mesne assignments having been assigned to Walter Jewell, said mortgage being dated the 25th day of April, in the year 1923, and being recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber J. F. R. No. 10, folios 411, etc., default having occurred in the terms of said Mortgage, the undersigned as Assignee of said Mortgage will sell at public auction in the mortgaged premises in the town of Grasonville, in said Queen Anne's County, Maryland, on SATURDAY, MAY 18, 1929 commencing at the hour of 3 o'clock p. m.:

ALL THAT LOT AND PARCEL OF LAND, situate in the village of Grasonville (formerly Winchester) in the Fifth Election District of Queen Anne's County, in the State of Maryland, on the right or North side of the public state road leading through said village from Queenstown to Kent Island, adjoining on the East the property of Reese Rhodes, formerly belonging to Mary H. Horney, adjoining on the West the property of Sarah Johnson, and adjoining on the North or rear the property of Benjamin F. Horney, containing ONE ACRE AND EIGHTEEN PERCHES OF LAND more or less.

Im proved by a nice comfortable dwelling house and all other necessary outbuildings.

TERMS OF SALE-One half of the purchase money in cash on day of sale and the balance in six months from the day of sale to be secured by the note of the purchaser with approved security, bearing interest and payable in Bank, or all cash at the option of the purchaser on the day of sale. Title papers at the expense of the purchaser. Further and more detailed particulars made known on day of sale.

WALTER JEWELL, Assignee;  
J. H. C. LEGG  
Attorney for Assignee.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., May 23, 1929

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of Walter Jewell, Assignee, Vs. Raymond F. Horney & Margaret M. Horney a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (being more than 20 days) before the 18 day of May in the year 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

CERTIFICATE OF PUBLICATION OF ORDER NISI  
Filed August 29, 1929.

1136812

J. H. C. LEGG, ATTY-AT-LAW

ORDER NISI

WALTER JEWELL, ASSIGNEE  
vs.  
RAYMOND F. HORNEY AND  
MARGARET M. HORNEY,  
HIS WIFE, MORTGAGORS

IN THE  
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, CAUSE NO. 2772.

Ordered, on this 23rd day of May, in the year nineteen hundred twenty-nine, that the Sales of the real Estate and property mentioned and described in these proceedings, and made and reported in this cause by Walter Jewell, Assignee, be ratified and confirmed, unless cause to the contrary be shown on or before the 27th day of July, next; provided a copy of this Order be inserted in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 25th day of June, next. The report states the amount of sales to be \$1600.00.

Filed May 23rd, 1929.  
True copy-Test:  
B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER

Centreville, Md., Aug. 29, 1929

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Walter Jewell, Assignee vs. Raymond F. Horney & Margaret M. Horney a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 25th day of June, 1929.

THE CENTREVILLE OBSERVER PUBLISHING CO.

by Bertha G. Durney.

ORDER OF COURT  
Filed Sep. 4th, 1929.

FINAL ORDER OF RATIFICATION:

ORDERED BY THOMAS J. KEATING, One of the Associate Judges of the Circuit Court for Queen Anne's County, In Equity, and by the authority of the said Court, on this 4th day of September, in the year, nineteen hundred and twenty nine, that the sales of the Real Estate made and reported in this Cause by Walter Jewell, Assignee, as aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given in accordance with the Order Nisi, heretofore passed in said Cause, and the Assignee is allowed the usual commissions, provided for in the Mortgage, and such proper expense as he shall produce vouchers for to the Auditor.

THOMAS J. KEATING.

Filed Sep. 4th, 1929.

STATEMENT OF MORTGAGE INDEBTEDNESS.  
Filed Sep. third, 1929.

Walter Jewell,  
Assignee,

VS.

Raymond F. Horney,  
and  
Margaret M. Horney, his wife,  
Mortgagors.

In The Circuit Court for Queen  
Anne's County, In Equity, Cause No.  
2772.

STATEMENT OF MORTGAGE DEBT:

Raymond F. Horney and Margaret M. Horney, his wife, Mortgagors

To Walter Jewell, Assignee of Mortgage,

DR.

To the Amount of the Mortgage from Raymond F. Horney and Margaret M. Horney, his wife, dated April, 25th. 1923, and Recorded in Liber J. F. R. No. 10, folios 411 etc., one of the Land Record Books for Queen Anne's County, Maryland, and assigned unto Walter Jewell on January 25th. 1925 said Mortgage being for the sum of	\$900.00
Seven months interest due on the same from October 18th. 1928 to May 18th. 1929 (Seven Months)	\$ 31.50
	\$931.50
5% Attorneys Commissions of the \$931.50	\$ 46.58
Amount of the Mortgage, debts, interest, and Attorneys Commissions.	\$978.08

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 30th day of Aug, in the year, nineteen hundred and twenty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, duly commissioned and qualified, personally appeared Walter Jewell, Assignee, as aforesaid set out, and made oath in due form of Law that the above statement of the Mortgage indebtedness interest and Attorneys Commissions is true to the best of his knowledge and belief.

\_\_\_\_\_  
H. K. THOMAS  
Notary Public.

Notary  
Public  
Seal.

PETITION FOR THE DISTRIBUTION  
OF THE SURPLUS SALES.  
Filed Feb. 28th, 1930.

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

Walter Jewell, assignee,	(	
vs.	)	
Raymond F. Horney and	(	Cause No. 2772.
Margaret M. Horney, his wife,	)	
mortgagors.	(	
	)	

To the Honorable, the Judges of said Court:

The petition of Clarence E. Solloway of Queen Anne's County, State of Maryland, unto Your Honors respectfully sets forth:

1. That as will appear from the proceedings of the above entitled cause the property sold in the above cause was sold under a mortgage given by Raymond F. Horney and Margaret M. Horney, his wife, unto Cary Saddler, which mortgage bears date twenty fifth day of April in the year nineteen hundred and twenty three, and is recorded in Liber J. F. R. No. 10, a land record book of Queen Anne's County, on folio 411.
2. That the mortgagors, Raymond F. Horney and Margaret M. Horney, after the execution of the mortgage above mentioned, by their deed bearing date August 31, 1926, and recorded in Liber B. H. T. No. 5, a land record book of said county, on folio 558, conveyed the land described and conveyed by said mortgage unto Charles T. Solloway; that said conveyance was made subject to the above described mortgage and under the agreement that said mortgage debt be assumed by the said Charles T. Solloway and paid by him; all of which will appear from a certified copy of said deed filed herewith as part hereof and marked "Exhibit No. 1".
3. That the said Charles T. Solloway departed this life in the City of Baltimore



in said State, his place of residence, sometime in the year nineteen hundred and twenty seven, leaving a last will and testament, which was shortly after his death duly admitted to probate before the Orphans' Court of Baltimore City aforesaid; that by said last will and testament the said testator did bequeath his property located in Grasonville in Queen Anne's County unto his three children, Clarence E. Solloway, Charles Albert Solloway and Mrs. Walter Lotze share and share alike, all of which will appear by a certified copy of said will filed herewith as part hereof marked "Exhibit No. 2".

4. That the property described in said will and intended thereby to be devised as set forth in said will is the same property, which was conveyed by Raymond F. Horney and Margaret M. Horney unto the said Charles T. Solloway by the deed above mentioned.

5. That the proper name of Mrs. Walter Lotze, the daughter of the testatrix is Mary J. Lotze.

6. That the proceeds of the sale made in the above entitled cause is more than sufficient to pay the mortgage debt, interest, all costs, fees, commissions and expenses incident to the sale and provided for by the mortgage.

7. That the surplus proceeds of the mortgage sale made in this cause above mentioned is not required to pay the debts of the said Charles T. Solloway.

8. That the said Charles T. Solloway left no widow living at the time of his death, and there are no persons interested in the surplus proceeds of the mortgage sale of this cause, other than the said Clarence E. Solloway, Charles A. Solloway and Mary J. Lotze, all of whom are over the age of twenty one years of age.

9. That the said Mary J. Lotze resides at 117 Moselle Street, Buffalo, New York, and Charles A. Solloway resides at 227 Patterson Park Avenue Baltimore, Maryland, and your petitioner resides in Queen Anne's County, but at this time is in Baltimore City, 1244 William Street.

10. Your petitioner is advised that because of the statement of facts mentioned above the three devisees named in said will of Charles T. Solloway are entitled to have the surplus mortgage sales distributed among them in equal parts.

Your petitioner, therefore, prays Your Honors to pass an order referring this petition and the proceedings of this cause unto the auditor of the Court with the directions to him to state and report to this Court an audit distributing the surplus mortgage sales of this cause to those shown to be entitled to it by this petition, with authority to said auditor to take testimony, if necessary to establish the allegations of this petition.

Which is respectfully submitted,

Witness:  
Helen C. Fisher.

CLARENCE E. SOLLOWAY

Notary Public  
Seal

State of Maryland, Baltimore City, Sct:

I hereby certify that on this 21 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 Baltimore City, aforesaid, personally appeared Clarence E. Solloway, the above named petitioner, and he did make oath in due form of law that the matters and things set forth in the foregoing petition are true as therein stated to the best of his knowledge and belief.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my seal official the day and year above written.

HELEN C. FISHER (SEAL)

Notary Public.

State of Maryland, Baltimore City, SCT:

I hereby certify that on this 21<sup>st</sup> 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 Baltimore City, aforesaid, personally appeared August W. Presgraves, and he made oath in due form of law that he has read the foregoing petition; that he is acquainted with the parties named in the foregoing petition, and with the facts therein stated; that he is not interested in the subject matter of said petition or in the proceeds of the sale of this cause, and that the matters and facts set forth in the foregoing petition are true as therein stated to the best of his knowledge and belief.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my seal official the day and year above written.

HELEN C. FISHER (SEAL)  
Notary Public.

Notary  
Public  
Seal.

My Commission expires May 4, 1931.

ORDERED UPON the foregoing Petition, and Affidavits, on this 1st 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 the said Court, that the papers in the aforesaid Cause be and they are, together with all of the Proceedings in the said Cause, referred to the Auditor of this Court, directing him to state and report to this Court an Audit Distributing the surplus sales of this Cause to those shown to be entitled to the same by this Petition, with Authority to the said Auditor to take testimony, if he finds it necessary to Establish the allegations of this Petition.

Filed March 1st, 1930.

LEWIN W. WICKES

REPORT AND ACCOUNT OF THE AUDITOR  
Filed Mar. 4th, 1930.

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

Walter Jewell, assignee, )  
vs. ) Cause No. 2772.  
Raymond F. Horney, and )  
Margaret M. Horney, his wife, )  
mortgagors. )

To the Honorable, the Judges of said Court:

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

That it appears from the examination of the proceedings of this cause, that the mortgage sale herein reported produced more than enough money to pay the mortgage debt and the costs of the sale.

That in the within account the auditor has charged Walter Jewell, assignee of the mortgage mentioned in this cause and the party making the mortgage sale, with the gross amount of the sale made by him, and then thereout has allowed unto him as follows:

his commissions on the gross sale for making sale, per terms of mortgage and rule of court; the costs of B. H. Turner, Clerk, per his receipted statement, the cost of advertising the sale in The Centreville Observer, the cost of advertising the order nisi in the same paper, and the amount paid the auctioneer for crying the sale, per vouchers produced by the auditor, and the fee of the auditor, and then the mortgage debt due on the day of sale, per statement filed, in full.

The balance of the gross sale remaining after the allowances above mentioned is the sum of \$429.92, and by the within account remains subject to the future order of the court.

Which is respectfully submitted,

Madison Brown,  
auditor.

February 24, 1930.

Cause No. 2772.

The proceeds of the sale of the mortgaged real estate of Raymond F. Horney and Margaret M. Horney, his wife, mortgagors, in account with Walter Jewell, assignee of the mortgage mentioned in this cause, and as such vendor making sale of the mortgaged real estate.

1929  
May  
18

Cr.

By amount of the gross sales of the mortgaged real estate sold in this cause, per report of sale filed herein, to wit: the sum of . . . . . \$1,600.00



Dr.

To Walter Jewell, the party making the sale reported in this cause as assignee, for his commissions, per terms of the mortgage, to wit: the sum of	\$ 102.50	
To do., for the court costs of this cause, per Clerk's statement of costs as follows:		
Costs of B. H. Turner, Clerk, paid	\$18.75	
Appear. fee of J. H. C. Legg,	<u>10.00</u>	28.75
To do., for the cost of advertising in The Centreville Observer notice of the mortgage sale, per account for same receipted and exhibited, to wit:		38.25
To do., for the cost of advertising in The Centreville Observer the order nisi on sale, per receipted account for same exhibited, to wit: sum of		5.00
To do., for amount paid J. E. Anthony, auctioneer, for crying the sale made, per his account receipted and exhibited, to wit: the sum of . . . . .		10.00
To do., for costs of advertising order nisi to be passed as to this account and report, to wit:		3.00
To Madison Brown, auditor, for stating this account, to wit: the sum of . . . . .		4.50
To Walter Jewell, assignee of mortgage, in full of the mortgage claim due to him on the day of the sale of this cause, per statement of mortgage debt filed in this cause, the sum of . . . . .		978.08
To balance carried below and credited, to wit: . . . . .	<u>429.92</u>	
	\$1,600.00	\$1,600.00

Cr.

1929  
 May  
 18 By balance brought down to remain, subject to the future order of the court, to wit: the sum of . . . . . \$ 429.92

Madison Brown  
 auditor.

NISI RATIFICATION OF AUDIT

Walter Jewell, Assignee	}	IN THE CIRCUIT COURT
VS.	}	FOR QUEEN ANNE'S COUNTY
Raymond F. Horney and Margaret M. Horney, his wife, mortgagors.	}	IN EQUITY
	}	CASE No. 2772.

ORDERED, This 4th. day of March 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 29th. day of March, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 22nd day of March, 1930 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk

Filed March 4th. 1930.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT.  
 Filed April 5th, 1930.

NISI RATIFICATION OF AUDIT

WALTER JEWELL, ASSIGNEE  
 VS.  
 RAYMOND F. HORNEY AND MARGARET  
 M. HORNEY, HIS WIFE,  
 MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY CASE NO. 2772.

ORDERED, This 4th day of March 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 29th day of March, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 22nd 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- March 4th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., April 4, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Walter Jewell, Assignee, vs. Raymond F. Horney and Margaret M. Horney, 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 22nd day of March in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

FINAL ORDER OF COURT  
Filed Apr. 8th, 1930.

ORDERED ON THIS 7th day of April, in the year, nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, IN Equity, and by the authority of the said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby ratified and confirmed, no Cause to the contrary having been shown although Notice appears to have been given as required by the ORDER RATIFICATION NISI and the Assignee is hereby authorized and directed to pay the several amounts in said Account awarded to the several persons to whom the same are therein allowed by the Auditor.

LEWIN W. WICKES.

Filed Apr. 8th, 1930.

SECOND REPORT AND ACCOUNT.  
Filed Aug. 19th, 1930.

Cause No. 2772.

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

Walter Jewell, assignee, (

vs. )

Raymond F. Horney, 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 had for the collection of a mortgage by foreclosure and the sale in this cause amounted to more than enough to pay the mortgage debt and all costs and commissions under the sale by the sum of \$429.92. That on February 28, 1930, Clarence E. Solloway filed his petition in this cause for the distribution of said balance of \$429.92, and this petition set forth:

That the mortgagors making the mortgage of this cause, after the execution thereof, conveyed the mortgaged property unto Charles Thomas Solloway subject to the mortgage by deed dated August 31, 1926, (Liber B. H. T. No. 5, folio 558); That said Charles T. Solloway died in 1927, leaving a last will and testament signed Charles T. Solloway;

That said will was duly probated and that by the same he devised his property located at Grasonville, Queen Anne's County, Maryland, to his three children, Clarence E. Solloway, Charles Albert Solloway and Mrs. Walter Lotze, equally, in fee;

That the property described in said will is the same property described in the deed from the mortgagors to the testator and that this property passed under the will (subject to the mortgage which was unpaid at the time of the death of the testator) unto the three children of the testator as above set forth; That the three children of the testator are now entitled to said balance which would not be required for the payment of the debts of the testator.

That the said Clarence E. Solloway appeared before the auditor to give his testimony to support the allegations of the petition and the auditor, having first sworn the witness, proceeded to take the testimony of the witness, reduce the same to writing and has returned the same to this Court together with a certified copy of the will of the testator which were filed with the auditor.

That the testimony so taken supports the allegations of the petition and the auditor has stated the within account upon the same in which the vendor of the cause is charged with the balance above mentioned and is thereout allowed the costs under the petition and the balance of the sale remaining after these allowances is then distributed among the three children of the testator, in equal parts

Which is respectfully submitted.

MADISON BROWN  
auditor.

August 18, 1930.

Cause No. 2772.

The proceeds of the sale of the real estate of Charles T. Solloway described in this cause as the real estate of Raymond F. Horney and Margaret M. Honey, his wife, mortgagors, in account with Walter Jewell, assignee of the mortgage mentioned in this cause and vendor of the mortgaged real estate sold in this cause.

1929	CR.	
May,		
18.	By balance of sale undistributed by preceding audit filed March 4, 1930, to wit: . . . . .	\$429.92

	DR.	
"	To Walter F. Jewell, vendor, for the following costs to be paid by him:	
	To B. H. Turner, Clerk, for his costs under petition of C.E. Solloway filed: \$4.50	
	To be paid to B. H. Turner, Clerk, for costs of copy of deed filed: . . . . .	1.00
	To W. T. Bishop, register of wills, for costs of will filed with petition: <u>1.75</u>	7.25
	To Walter F. Jewell, vendor, for costs of advertising order nisi to be passed as to this account, to wit: the sum of . . . . .	3.00
	To Madison Brown, auditor, for taking testimony under petition and stating this account the sum of . . . . .	9.00
	To balance distributed below . . . . .	<u>410.67</u>
		\$429.92 \$429.92

	CR.	
	By balance brought down . . . . .	\$410.67

	DR.	
	To Clarence E. Solloway . . . . . sum of . . .	\$136.89
	To Charles Albert Solloway . . . . . sum of . . .	136.89
	To Mary J. Lotze or Mrs. Walter Lotze, . . . sum of . . .	<u>136.89</u>
		\$410.67 \$410.67

MADISON BROWN  
auditor.

August 18, 1930.

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

Walter F. Jewell, assignee,

vs.

Chancery Docket, Cause 2772.

Raymond F. Horney et al.

To the Honorable, the Judges of said court:

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

That the papers of this cause were referred to him upon the petition of Clarence E. Salloway filed Feb. 28, 1930 with instructions to state and return to this court an account distributing the surplus mortgage sales of this cause to those entitled to same under said petition and testimony to be taken thereunder, On this 2nd day of June, 1930, Clarence E. Salloway, the petitioner, appeared at the office of the auditor in Centreville Maryland, and requested that his testimony be taken to establish the allegations of his petition and the auditor, having duly sworn the said Clarence E. Salloway did take his testimony which appears below.

Questions asked by the auditor and answers given by Clarence E. Salloway

Question No. 1:

State your name, age, place of residence and occupation.

Answer: My name is Clarence E. Salloway and I live at 913 North Appleton Street, Baltimore, Md. I am 36 years old and am chief inspector at the works of Baltimore Tube Company.

Question No. 2: Were you or not acquainted with one Charles T. Salloway and if, is he living or dead and if dead when and where did he die?

Answer: I was acquainted with him for he was my father and he died in Baltimore sometime in the year 1927.

Question No. 3:

Are you or not familiar with the proceedings of this cause and with the property described as sold herein? If so, describe the same.

Answer:

My father in his lifetime bought of Raymond F. Horney and his wife the property which is described in this case as sold. He bought the same with the mortgage from Raymond F. Horney described in this cause resting thereon, that is he bought the land subject to the mortgage and took possession of it but did not pay the mortgage. He died owning the land with the mortgage thereon unpaid and after his death the mortgage was foreclosed in these proceedings and I bought the property at the mortgage sale.

Question No. 4:

What disposition if any did your father make of this property in his lifetime.

Answer:

My father left a last will and testament. This is mentioned in my petition filed in this cause Feb. 28, 1930, and a copy thereof filed with the petition. My father left his property in Grasonville, Queen Anne's County, Maryland, by this will to his three children, Clarence E. Salloway (which is myself), my brother Charles Albert Salloway and my sister Mary J. Lotze, born Salloway called Mrs. Walter Lotze in the will. The property in Grasonville consisted of the land sold in this cause and a lot of land adjoining the same bought of Reese Rhodes. This land bought of Reese Rhodes was not included in any mortgage and passed to the children of my father under the will. The address of my sister is 117 Mes-selle Street Buffalo in State of New York and address of my brother is 227 North Patterson Park Avenue, Baltimore.

Question No. 5: Did or not your father leave a widow to survive him?

Answer: He did not, for his wife died in his lifetime.

State who is now entitled to the surplus mortgage sale?

Answer: The land bought of Raymond F. Horney was left the three children of my father by his will, subject to the mortgage, and as the land has been sold under the mortgage these three children should receive the net proceeds of the sales of this land, that is the proceeds of the sales less the costs and mortgage debt.

Question No.

Do you or do you not know that this money mentioned in your petition as the surplus mortgage sales of this cause will be needed for the payment of the debts of your father?

Answer:

I know that this money will not be required for the payment of the debts of my father. I am one of the executors of the will of my father and administered his estate in Baltimore City. The executors gave the usual notice to creditors to file their claims and I know that his debts were paid by the executors.

Final question:

Do you know or can you state any other matter or thing which may be of benefit or advantage to the parties of this cause or either of them, or that may be material to the subject matter of this your examination or in the matters in question between the parties?

If yea, state the same fully and at large in your answer.

Answer:

I do not:

CLARENCE E. SOLLOWAY

There being no more witnesses, the auditor closed the examination.

MADISON BROWN, auditor.

.....  
#12,069. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 1st. day of September, in the year nineteen hundred and twenty six, the following Deed was brought to be recorded, to wit:

THIS DEED, made this thirty first day of August in the year nineteen hundred and twenty six by Raymond F. Horney and Margaret M. Horney, his wife, both of Queen Anne's County, State of Maryland, Witnesseth:-

THAT IN CONSIDERATION of the sum of nine hundred dollars and the assumption of a mortgage on the hereinafter described property from the said Raymond F. Horney and Margaret M. Horney, his wife, dated April 25th. 1923, and recorded in Liber J. F. R. No. 10 folio 411 &c a land record book for Queen Anne's County and now held by Walter Jewell by assignment the said Raymond F. Horney and Margaret M. Horney, his wife, do hereby grant and convey unto Charles Thomas Sollo-way, his heirs and assigns in fee simple, all that lot and parcel of land situate in the village of Winchester or Grasonville in the Fifth Election District of Queen Anne's County aforesaid, on the right hand or north side of the public road leading through said village from Queenstown to Kent Island, adjoining on the east the property of Reese Rhodes, formerly belonging to Mary H. Horney, adjoining on the west the property of Sarah Johnson and adjoining on the north or rear the property of Benjamin F. Horney, containing one acre and eighteen perches of land, more or less, being the same property which was conveyed unto the said Raymond F. Horney and Margaret F. Horney his wife, as tenants by the entireties by Benjamin F. Miller and Daisey M. Miller, his wife, by deed dated the twenty fourth day of April in the year nineteen hundred and twenty three and recorded in Liber J. F. R. No. 10, folio 411 &c. a Land Record Book 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 the rights, roads, ways, waters, alleys, advantages and appurtenances thereto belonging or in any wise appertaining.

AND the said Raymond F. Horney and Margaret M. Horney, his wife, 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: Raymond F. Horney (SEAL)  
MARGURITE M. HORNEY (SEAL)  
Lida Hopkins.

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

I hereby certify that on this thirty first day of August in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified personally appeared Raymond F. Horney and Margaret M. Horney, his wife, and did each acknowledge the foregoing deed to be their respective act and deed.

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

Notary Public Seal. Lida Hopkins Notary Public.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 5, folios 558, etc., a Land Record Book of 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 second day of August, in the year nineteen hundred and thirty.

Seal's Place. B. Hackett Turner Clerk.

## CERTIFIED COPY OF WILL.

I, Charles T. Solloway, of the City of Baltimore, State of Maryland do make 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 as follows:

1. I give and bequeath to my friend and partner, August W. Presgrave all my right, title and interest in the Calvert Antique Shop Business, now located at #204 Richmond Street, Baltimore City, all money due to the partnership, out of which the partnership debts shall be paid.

2. I give, devise and bequeath all my furniture and property in fee located at Graysonville, Queen Anne County, Maryland, to my three children, namely:

Clarence E. Solloway, Charles Albert Solloway and Mrs Walter Lotze, equally share and share alike.

3. I give and bequeath all my jewelry to my daughter, Mrs. Walter Lotze.

4. I empower my executors hereinafter names to erect a granite marker in my lot at Western Cemetery not to exceed One hundred and fifty (\$150.00) dollars.

I constitute and appoint August W. Presgrave and Clarence E. Solloway to be the executors to this my last will and testament hereby revoking all other wills and codicils by me heretofore made.

In testimony whereof I have hereunto subscribed my name and affixed my seal this 13th day of October, 1927.

Chas. T. Solloway (SEAL)

Signed, sealed, published and declared by the above named testator as and for his last will and testament, in the presence of us, who at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Beulah P. Smallwood  
827 Park Ave.

Austin F. Robinson  
836 Park Ave.

BALTIMORE CITY, SS.

On the 27th day of October, 1927, came August W. Presgrave and made oath in due form of law, that he does not know of any Will or Codicil of Charles T. Solloway, late of said City, deceased, other than the above instrument of writing, and that this will was found among the private effects, Notice, And Testator died on the 23rd day of October, 1927.

Sworn to before the subscriber

Test: Edwin R. Downes  
Register of Wills for Baltimore City.

BALTIMORE CITY, SS.

On the 27th day of October, 1927, came Beulah P. Smallwood and Austin F. Robinson the two subscribing witnesses to the foregoing last Will and Testament of Charles T. Solloway, late of said city, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will: that they heard him publish, pronounce and declare the same to be his last will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they subscribed their names as witnesses to this Will in his presence at his request; and in the presence of each other.

Sworn to before the subscriber

Test: Edwin R. Downes  
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 Charles T. Solloway, late of Baltimore City, deceased, and also evidence adduced as to its validity, ORDERS and Decrees, this 27th day of October, 1927, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Charles T. Solloway, deceased.

Myer J. Block

Judges

Harry C. Gaither

William M. Dunn

STATE OF MARYLAND,  
BALTIMORE CITY, SS.

I, EDWIN R. DOWNES, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the foregoing is a true and full copy of the Last Will and Testament of Charles T. Solloway, late of said city, deceased, taken from original filed and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 28th day of October in the year of our Lord nineteen hundred and twenty seven.

(SEAL)

Edwin R. Downes  
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 true copy of Copy of the Last Will and Testament of Charles T. Solloway, deceased, as filed and passed in this office on November 1, 1927, and recorded in Liber W. T. B. No. 3 Folio 125 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 2nd day of August 1930.

Seal's  
Place.

WILLIAM T. BISHOP  
Register of Wills for Queen Anne's County,  
Maryland.

NISI RATIFICATION OF AUDIT.

Walter Jewell, Assignee,  
VS.  
Raymond F. Horney, et al.

) IN THE CIRCUIT COURT  
) FOR QUEEN ANNE'S COUNTY  
) IN EQUITY  
) CASE No. 2772.

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.

Filed Aug. 19th. 1930.



CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT.  
Filed Oct. 4th, 1930.

NISI RATIFICATION OF AUDIT

Walter Jewell, Assignee,  
VS  
Raymond F. Horney, et al.

In The Circuit Court For Queen Anne's County In Equity. Case No. 2772.

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. Oct. 4th, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Walter Jewell, Assignee, v s. Raymond F. Horney, et al. #2772, 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 6th day of September in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

FINAL ORDER OF AUDIT  
Filed October 8th, 1930.

ORDERED ON THIS 6th day of October, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County in Equity, and by the Authority of the said Court, that the within and foregoing Report and Account of the Auditor, be and the same is hereby ratified and confirmed, no Cause to the Contrary having been shown, although Notice appears to have been given as required by the ORDER RATIFICATION NISI, and the Assignee is hereby authorized and directed to pay the several amounts in said account awarded to the several persons to whom the same are therein allowed by the Auditor.

LEWIN W. WICKES.

Filed October 8th, 1930.





Cause No. 2779.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixteenth day of May, in the year nineteen hundred and twenty nine, the following Bill of Complaint was brought to be recorded, to wit:

CATHERINE L. SETH, Widow	:	
and	:	
FRANCES B. SETH, unmarried, Plaintiffs	:	IN THE
VS.	:	CIRCUIT COURT
LOUIS S. NEWTON and MARY E. NEWTON, his wife,	:	FOR
JAMES E. SETH, unmarried, SETH, Infant,	:	QUEEN ANNE'S COUNTY
MARY WALKER SETH, Widow,	:	IN EQUITY.
THE PORTMISSION OF BALTIMORE CITY, a body corporate, and	:	
THE ANCHORAGE OF BALTIMORE CITY, a body corporate, Defendants.	:	

To the Honorable, the Judges of said Court:

Your oratrix Catherine L. Seth, who sues as well for herself as for all other creditors of Alexander L. Seth, late of Baltimore City in the State of Maryland, deceased, who will come in and contribute to the expenses of this suit, and your oratrix, Frances B. Seth, individually and in her own right, complaining say:

1- That by deed dated November 9, 1900 and recorded among the Land Records of Queen Anne's County in Liber J. E. G. No. 2 folio 83 &c., Edwin J. Griffin, William Colton and Harry E. Mann, Receivers, granted and conveyed to said Alexander L. Seth a certain tract of woodland situate in the Fifth Election District of Queen Anne's County, in Liber J. E. G. No. 2 folio 83 &c. containing 83 acres, 2 roods and 8 perches of land fully described by metes and bounds in said deed, as will appear from a certified copy thereof filed herewith marked "Plaintiff's Exhibit No. 1", which Exhibit, as well as all others filed with this bill of complaint, it is prayed shall be taken and considered as parts of this Bill of Complaint.

That said Alexander L. Seth in his lifetime sold and conveyed parts of said tract of land as follows: To Mary Heath, four acres more or less; to Zell Pratt, two acres more or less, and to John H. Stranahan, fifteen acres more or less, so that at the time of the death of said Alexander L. Seth, record title of the residue of said tract containing 63 acres, 2 roods and 8 perches of land, more or less, was vested in him.

2- That whilerecord title to said land was vested in said Alexander L. Seth he was, in fact, the owner of but an undivided one-half interest therein, the owner of the other undivided one-half interest being his sister Frances B. Seth, one of the plaintiffs herein, who is unmarried and who supplied one-half of the purchase money at the time of acquisition and has, from time to time, contributed one-half of the moneys paid for taxes and other expenses.

That in and by a paper writing purporting to be his Last Will and Testament executed by said Alexander L. Seth, bearing date August 5th, 1922, but which was supplanted by a later will as will hereinafter appear, the averments of this paragraph are supported by the following statement contained therein:

"one-half of my land, that of the land standing in my name, coming out of the Lange Tract, near Winchester in Queen Anne's County, Maryland, a deed for which is recorded among the Land Records of said County in Liber J. E. G. No. 2 folio 83&c., belongs already to my sister, Frances B. Seth. This, therefore, is intended for an admission, and not for a legacy. Part of the original purchase has been sold. For further reference to original purchase see that in 1900 A. D. from Harry E. Mann, Edwin J. Griffin

and William Colton, Receivers, appointed by the Circuit Court of Baltimore City in the cause of William Rodert and others against Saint Joseph's German Hospital, and others, as shown on Docket 36 A folio 39 year 1898 and recorded in Chancery Records A. R. No. 251 folio 308, and adjoining records"

all of which will appear from an office copy of said instrument of writing filed with this Bill of Complaint marked "Plaintiff's Exhibit No. 2". The original of said paper writing is hereby tendered and will be produced and filed should same become necessary during the progress of this cause.

3. That said Alexander L. Seth, being seised as aforesaid of an undivided one-half interest in and to said tract of land subsequently departed this life on or about the twenty-fourth day of March, 1927, having first executed his last will and testament, which was duly admitted to probate by the Orphans' Court of Baltimore City and of record in the office of the Register of Wills for said City in Wills Liber E. R. D. No. 157 folio 560, as will appear from a duly certified copy thereof filed herewith marked "Plaintiff's Exhibit No. 3".

4- That Frederick J. Singley, the executor named in said Last Will and Testament, duly qualified by filing his approved bond and making the necessary oath of office, and has fully administered the personal estate of said decedent, On the 26th day of October 1927, said Frederick J. Singley, executor as aforesaid filed his First and Final Administration Account in said Estate, which was duly approved and passed by said Orphans Court of Baltimore City, wherein it was shown that said personal estate was insufficient to pay the debts and obligations of said decedent, as will appear from a duly certified copy of said First and Final Administration Account filed herewith marked "Plaintiff's Exhibit No. 4".

5- That said decedent was indebted at the time of his death unto said Catherine L. Seth, one of the plaintiffs herein, in the sum of One thousand and fifty-three dollars and twenty cents (\$1053.20), who duly filed her claim in the Orphans Court of Baltimore City, said Court approved the same and passed it for payment.

That in and by said First and Final Administration Account there was distributed to said Catherine L. Seth the sum of Eight hundred and eighty nine dollars and eighty-one cents (\$889.81) which sum was duly paid her, as is hereby admitted; leaving still due her the sum of One hundred and sixty-three dollars and thirty-nine cents (\$163.39).

6- That your oratrix, the said Catherine L. Seth, is advised and therefore avers that since the personal estate of said Alexander L. Seth in the hands of his executor was insufficient for the payment of his debts she is entitled to have the balance of her claim paid out of the real estate of said deceased.

7- That by the terms of said Last Will and Testament of said Alexander L. Seth the testator bequeathed to Louis S. Newton of Hillsdale, Baltimore, Maryland, all money of the decedent on deposit in the Eutaw Savings Bank of Baltimore not to exceed Two hundred dollars (\$200.-), the exact amount on deposit at the time of the death of said testator being One hundred and thirty-three dollars and forty-nine cents (\$133.49); to James E. Seth of McDaniel, Maryland, Hon. Joseph B. Seth of Easton, Maryland, each of the children of Dr. Louis H. Seth, the Port Mission for Seamen, a corporation located at 850 (about) South Broadway, Baltimore, Maryland, and the Anchorage Corporation for the Board of Seamen, located at 1644 Thames Street, Baltimore, Maryland, each the sum of One hundred dollars (\$100.-) and after payment of all of said legacies the testator provided that any surplus be equally divided among said pecuniary legatees.

8- That said Louis S. Newton is married, his wife being Mary E. Newton, and they reside at No. 56 Forest Park Avenue, Hillsdale, Baltimore, Maryland.

That said James E. Seth is unmarried and resides St. Michaels, Talbot County, Maryland.

That Joseph B. Seth, one of the residuary devisees under the will of said Alexander L. Seth, survived said testator, but subsequently departed this life leaving a Last Will and Testament wherein he devised and bequeathed the residue of his estate to his wife, Mary Walker Seth, absolutely.

Said will of Joseph B. Seth was duly admitted to probate by the Orphans Court of Talbot County and is now of record in the office of the Register of Wills for said County in Wills Liber J. A. S. No. 21 folio 413 &c., as will appear from a duly certified copy of said will filed herewith marked "Plaintiff's Exhibit No. 5".

That said Mary Walker Seth is a widow and resides at Easton, Talbot County, Maryland.

That Dr. Louis H. Seth, mentioned in said will of Alexander L. Seth has one child only, John Seth who resides at East, Talbot County, Maryland, and who is a minor under the age of twenty-one years.

That the Port Mission for Seamen, mentioned in said will of Alexander L. Seth, is a body corporate under the laws of Maryland, the exact corporate name whereof is "The Port Mission of Baltimore City". Said corporation is located at Nos. 813-815 South Broadway in Baltimore City in the State of Maryland.

That the Anchorage Corporation for the Board of Seamen, mentioned in said will of Alexander L. Seth, is a body corporate under the laws of Maryland, the exact corporate name whereof is "The Anchorage of Baltimore City". Said corporation is located at No. 1644 Thames Street in Baltimore City in the State of Maryland.

That all of the persons named in this paragraph, being the residuary devisees under the will of Alexander L. Seth, are adults and sui juris, save and except John Seth, the son of Dr. Louis H. Seth.

9- That subject to the claims of creditors of said Alexander L. Seth title to an undivided one-half interest in and to the tract of land described in Paragraph One of this Bill of Complaint is vested in the legatees and devisees under the Last Will and Testament of said Alexander L. Seth, being the persons and corporations named in Paragraphs Seven and Eight hereof, all of whom are parties defendant to this Bill of Complaint, and the said Frances B. Seth, one of the plaintiffs herein, is entitled to the other undivided one-half interest therein.

10- That it will be greatly to the advantage of all parties to this Bill of Complaint that said property be sold as an entirety and the proceeds distributed among the persons and corporations entitled thereto in the proportions in which they are respectively entitled.

TO THE END THEREFORE:

1- That the real estate hereinbefore described and referred to may be sold and the net proceeds of sale arising therefrom may be distributed as follows: One-half thereof to Frances B. Seth individually and in her own right, and the other one-half thereof to be applied first to the payment of the claims of all creditors of said Alexander L. Seth who shall come into this cause and contribute to the expenses thereof and the balance, if any, to be paid to the persons and corporations entitled thereto under the will of said Alexander L. Seth in the proportions to which they may be respectively entitled.

2- That a Trustee may be appointed by decree of this Court to make said sale.

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

May it please your Honors to grant unto your Orators the writ of subpoena directed to said Louis S. Newton and Mary E. Newton, his wife, residing at No. 56 Forest Park Avenue, Hillsdale, Baltimore City in the State of Maryland; James E. Seth residing at St. Michaels, Talbot County in said State; Mary Walker Seth, residing at East, Talbot County, Maryland; John Seth, Infant residing at Easton, Talbot County in said State; The Port Mission of Baltimore City, a body corporate, which has its place of business at Nos. 813 and 815 South Broadway in the State aforesaid; and to The Anchorage of Baltimore City, a body corporate, which has its place of business at No. 1644 Thames Street in Baltimore City in said State, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

EDWIN H. BROWN, JR.

FREDERICK J. Singley

Solicitors for Plaintiff.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify that on this 7th day of May in the year nineteen hundred and twenty-nine, before me the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified in and for Baltimore City aforesaid, personally appeared Frances B. Seth, one of the plaintiffs to the foregoing Bill of Complaint, and made oath in due form of law that the matters and facts therein set forth are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

Chas. C. Counselman

Notary  
Public  
Seal.

Notary Public.

1636812

EXHIBIT No. 1  
Filed May 16th, 1929.

Queen Anne's County, to wit: Be it remembered that on the twelfth day of June, in the year Nineteen Hundred and One, the following Deed Was brought to be recorded, to wit:-

This Deed, Made this ninth day of November, in the year one thousand nine hundred, between Edwin J. Griffin, William Colton and Harry E. Mann, Receivers as hereinafter mentioned, of the one part, and Alexander L. Seth, of the second part, witnesseth whereas by decrees of the Circuit Court of Baltimore City, dated the fifteenth and twenty fifth days respectively of February in the year one thousand eight hundred and ninety six and passed in a cause in said Court, between William Robert &c., Complainants and Saint Joseph's German Hospital, et. al., Defendants, the above named Edwin J. Griffin, William Colton and Harry E. Mann were appointed Receivers with authority to sell thereal estate in the in the proceedings in said cause mentioned, and the said Receivers, after complying with all the previous requisites of the decrees, did on or about the first day of October in theyear one thousand nine hundred, sell unto the said Alexander L. Seth, at and for the sum of Four Hundred Dollars, current money, the aforesaid property, situate in Queen Annes County, and State of Maryland, thus described, a tract of unimproved land in the Fifth Election District of Queen Anne's County, State of Maryland, known as "Sawyer's Forest", containing eighty three acres, two roods, and eight perches of land, less one acre laid off for J. W. Heath. Being the same property sold and conveyed by James Denny, Trustee, to the late Frederick Lang. And whereas the aforesaid sale has been duly reported to, and ratified and confirmed by the said Circuit Court of Baltimore City, and whereas the purchase money aforesaid has been fully paid and satisfied to the said Receivers they are authorized by the said decrees to execute these presents. No this Deed Witnesseth that the said Edwin J. Griffin, William Colton and Harry C. Mann, Receivers, Trustee as aforesaid, for and in consideration of the premises and of the sum of Four Hundred 00/100 Dollars, current money, to them in hand paid by the said Alexander L. Seth, and and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, do grant unto the said Alexander L. Seth, his heirs and assigns, all the property hereinbefore described, with its appurtenances and all the right, title, interest and estate of the parties to the aforesaid decree, both at law and in equity, in and to the same. To have and to hold the aforesaid property, with its appurtenances unto the said Alexander L. Seth, his heirs and assigns forever.

Witness our hands and seals.

Test:- Bernard A. Schmitz.

Edwin J. Griffin (SEAL)

This represents One fifty cent 4-30-1901. E.J.G. et. al.

William Colton (SEAL)

Harry E. Mann (SEAL)

Receivers.

State of Maryland,

to wit:

I hereby certify that on this thirtieth day of April, in the year one thousand nine hundred and one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Edwin J. Griffin, William Colton and Harry E. Mann, Receivers, and acknowledged the foregoing Deed to be their act.

Witness my hand and Notarial seal.

Notary Public Seal "Seal". Balto, Md.

Bernard A. Schmitz. Notary Public.

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

I HEREBY CERTIFY that the aforesaid is truly taken and copied from Liber J. E. G. #2, folios 83 etc., a Land Record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 13th. day of May, in the year nineteen hundred and twenty nine.

Seal's Place.

B. HACKETT TURNER, Clerk.

EXHIBIT No. 2  
Filed May 16th, 1929.

ALEXANDER LAZEAR SETH'S LAST WILL & TESTAMENT

I, Alexander Lazear Seth, of Baltimore City, State of Maryland, being mindful of the possibility of my death, do make this my last Will and Testament.

To Louis S. Newton, now of Hillsdale, Baltimore, Md. once "occupied" i. e. employed, by my Mother, I give, in recognition of his faithful services, especially of his tender care of the live stock the sum of Two Hundred Dollars and simple interest thereon, all out of the funds if any to be found to my personal credit on deposit remaining at the time of my death, should I die, deposited in the Eutaw Savings Bank of Baltimore, the interest being calculated for the sake of this legacy at the rate of four per centum per annum. This revokes and annuls any previous provisions of mine for him.

Two-fifths of the remaining personal property (not real property) which I may leave, I give and bequeath to the D. M. Steams Missionary Fund, a corporation whose presents address is 18 West Cheltenham Avenue, Germantown, Philadelphia, Pa. In case the last named corporation has at the time of my death ceased to exist as a corporation, then to the "British and Foreign Bible Society". If the latter gift be not lawful, then to another corporation, namely, the "American Bible Society" I give it.

Another two-fifths of the personal property of mine which I leave should I die, I give to the corporation of the State of Maryland which we call the Port Mission of Baltimore.

I give and bequeath to Lieutenant Thomas Lazear Orr the watch given me by his grandfather, that is by Thomas C. Lazear, deceased, which watch is marked "L. L. Lazear, Pittsburg, Pa." Also the chain given me with it (now in my safe deposit box).

One-half of my land, that of the land standing in my name, coming out of the Lange Tract, near Winchester in Queen Anne's County, Maryland, a deed for which is recorded among the Land Records of said County in Liber J. E. G. No. 2 folio 83 &c., belongs already to my sister, Frances B. Seth. This, therefore, is intended for an admission, and not for a legacy. Part of the original purchase has been sold. For further reference to original purchase see that in 1900 A. D. from Harry E. Mann, Edwin J. Griffin and William Colton, Receivers, appointed by the Circuit Court of Baltimore City in the cause of William Rodert and others against Saint Joseph's German Hospital, and others, as shown on Docket 36A folio 39 year 1898 and Recorded in Chancery Records A. R. No. 251 folio 308, and adjoining records.

All of the above legacies proper, are to be paid free from collateral inheritance tax.

I constitute and appoint my Uncle, Hon. Joseph B. Seth, and my friend, Frederick J. Singley, Executor of this my last Will and Testament, and request that they be excused from giving bond.

I hereby revoke all other wills and testaments by me ever made.

All of the residue of my property, real, personal or mixed, now mine or to come to me, I give, devise and bequeath to my sister, Frances Burbridge Seth.

IN TESTIMONY Hereof, I have hereunto set my hand and seal this fifth day of August in the year of our Lord, 1922.

ALEXANDER LAZEAR SETH (SEAL)

Signed, sealed, published and declared by the above named testator, Alexander Lazear Seth, as and for his last will and testament in the presence of us, who at his request, in his presence and in the presence of each other have hereto (hereunto) subscribed our names as witnesses thereto.

SARAH F. CONNELLEE

FRANCES B. SETH

EXHIBIT No. 3.  
Filed May 16th, 1929.

LAST WILL AND TESTAMENT OF ALEXANDER LAZEAR SETH



I ask that no money or other valuable items of mine should be given, not equal to \$100.00 each; should be separated from whatever fund there may be.

The first bequest I make to LOUIS S. NEWTON, formerly caring for my mother's live stock, with much diligence, but now residing in Hillsdale Baltimore, Maryland, the amount in the Eutaw Savings Bank, not more than Two Hundred Dollars (\$200.00) in all.

Second: To the following persons, equal shares as follows:

His share to James E. Seth, McDaniel, Maryland.

His share to Hon. Joseph B. Seth, Easton, Maryland.

Third: To each of the children of Dr. Louis H. Seth (himself a son of Samuel H. Seth).

After the payment of One Hundred Dollars (\$100.-) to each of those mentioned above, I would like the payments of One Hundred Dollars (\$100.-) to the Port Mission for Seamen, a corporation located at 850 (about) South Broadway, and the same amount for the Anchorage Corporation for the Board of Seamen.

These items are named one by one with the request that after payment of all, any surplus be equally divided.

First in importance, I ask to act as Executor, FREDERICK J. SINGLEY, ESQUIRE, Baltimore, Maryland.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal this 14th day of January in the year nineteen hundred and twenty-seven.

ALEXANDER LAZEAR SETH (SEAL)

Signed, sealed, Published and Declared by the above named Testator, ALEXANDER LAZEAR SETH, as and for his Last Will and Testament, in the presence of us, who at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

Thos. N. Copenhaver

James P. Walsh

BALTIMORE CITY, ss.

On the 29 day of March 1927, came Frederick J. Singley, and made oath in due form of law, that he does not know of any Will or Codicil of Alexander Lazear Seth, late of said City, deceased, other than the above instrument of writing, and that this will was in his custody Testator departed this life on the 24 day of March 1927.

SWORN TO in open Court.

TEST:

Edwin R. Downes  
Register of Wills for Baltimore  
City.

BALTIMORE CITY, ss.

On the 29 day of March 1927, came Thos. N. Copenhaver and James P. Walsh, the two subscribing witnesses to the foregoing last Will and Testament of Alexander Lazear Seth late of said city, deceased, and made oath in due form of law, that they did see Testator sign and seal this Will; that they heard him publish, pronounce, and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they subscribed their names as witnesses to this Will in his presence at his request; and in the presence of each other.

SWORN TO in open Court.

TEST:

Edwin R. Downes  
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 Alexander Lazear Seth, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 29th. day of March, 1927, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Alexander Lazear Seth, deceased.

Myer J. Block

Judges.

Harry C. Gaither

EXHIBIT No. 4  
Filed May 16th, 1929.

IN THE MATTER OF	#	IN THE
THE ESTATE OF	#	ORPHANS' COURT
ALEXANDER L. SETH, DECEASED	#	OF BALTIMORE CITY.

The First and Final Administration Account of  
Frederick J. Singley, Executor of the Estate  
of Alexander L. Seth, Deceased.

This Accountant charges himself with the proceeds of an insurance policy with the Massachusetts Mutual Life Insurance Company,	\$1000.00
Dividend on same,	4.30
Post-mortem dividend,	4.30
And with amount on deposit with Maryland Trust Co. including interest,	314.84
And with amount on deposit with Chesapeake Bank,	54.53
And with amount on deposit with Savings Bank of Baltimore,	11.88
And with amount on deposit with Eutaw Savings Bank,	133.49
And with amount received from Hinkley, Hisky and Burger,	<u>54.23</u>
	<u>\$1577.70</u>
And he craves allowance for the following payments and disbursements:	
March 29, 1927 - Paid Register of Wills for letters testamentary, recording will and three certificates,	7.70
Paid Daily Record Company, advertising notice to creditors,	6.00
Affidavits,	.60
Paid Dr. A. Barr Sniveley,	15.00
Paid John O. Mitchell in full of funeral expenses as per order of Court,	335.80
Paid William A. Gault for marble headstone as per order of Court,	200.00
July 6 - Paid Register of Wills return of cash inventory,	1.35
Paid F. Clayton Stevens, Treasurer of Queen Anne County, Taxes,	21.78
Sept. 26 - Paid Register of Wills for two certificates,	1.00
To this accountant in full of commissions at 6%	\$94.66
Less State tax on commissions,	<u>15.78</u>
	78.88
Paid Register of Wills tax on commissions,	15.78
Paid Register of Wills for this account (no copy) and order to pay funeral expenses,	4.00
to Paid Catherine L. Seth on account of her claim as filed and allowed,	<u>889.81</u>
TOTAL ESTATE ACCOUNTED FOR	\$1577.70

BALTIMORE CITY, ss:

On the 26 day of October, 1927, came Frederick J. Singley, Executor of Alexander L. Seth, deceased, and made oath in due form of law that the foregoing account is just and true as stated, and that he has paid or secured the pay-



ment of every sum or sums for which he crave an allowance, which, after examination, is passed by order of the Orphans' Court.

Test:

Edwin R. Downes  
Register of Wills for Baltimore  
City.

taken from Admr. Accts. Liber E.R.D. No. 290, folio 82 &c., being one of the Records, filed, recorded and kept in the office of the Register of Wills for Baltimore City.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this seventh day of May in the year of our Lord nineteen hundred and twenty nine.

Edwin R. Downes  
Register of Wills for Baltimore  
City.

Seal's  
Place.

EXHIBIT No. 5.  
Filed May 16th, 1929.

IN THE NAME OF GOD, AMEN:

I, Joseph B. Seth, of Talbot County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make this, my last will and testament, in manner and form following, that is to say:

After the payment of my just debts and funerals expenses and the placing of a granite stone at the graves of myself and my wife in Spring Hill Cemetery, Easton, I give and devise as follows:-

Item: I give to Sallie B. Caulk, daughter of John K. Caulk, the sum of Three Thousand dollars, to be paid to her at the time of the death of my wife, Mary W. Seth, without interest.

Item: The rest and residue of my estate of every kind and description, real, personal and mixed and wheresoever situated, I give to my wife, Mary Walker Seth, absolutely.

Lastly: I constitute and appoint my said wife, Mary W. Seth and my sister-in-law, Eliza B. Walker, executors of this, my last will and testament, hereby revoking all other wills heretofore made by me, and constituting this as and for my last Will and Testament, without Bond.

In witness whereof I have hereunto subscribed my name and affixed my seal this 17th day of February A. D. 1926.

JOSEPH B. SETH (SEAL)

Signed, sealed, published and declared by the above named testator, Joseph B. Seth, as and for his last Will and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Melba R. Covey

Edna V. Killen

TALBOT COUNTY, Sct:

29th day of November A. D. 1927 } Then came Mary W. Seth and Eliza B. Walker

Executrices named in the foregoing Will, and made oath in the presence of Almighty God, that they do not know of any Will or Codicil to a Will of the said Joseph B. Seth late of the County, aforesaid, deceased, other than the foregoing instrument of writing, and that they received it from the office of the Register of Wills where it had been deposited by the testator in his life-time for safe-keeping

Sworn before James A. Spence  
Register of Wills for Talbot  
County.

TALBOT COUNTY, Sct:

29th day of November A. D. 1929 } Then came Melba R. Covey and Edna V. Killen

the subscribing witnesses to the foregoing last Will and Testament of Joseph B. Seth late of the County aforesaid, deceased, and they made oath in the presence of Almighty God that they did see the testator

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therein named, sign and seal the 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 the subscribing witnesses, respectively subscribed their names as witnesses to said Will, in the presence and at the request of said testator and in the presence of each other.

Sworn before James A. Spence  
Register of Wills for Talbot  
County.

IN THE MATTER OF PROBATING THE LAST WILL AND TESTAMENT OF Joseph B. Seth deceased.

IN THE ORPHANS' COURT FOR TALBOT COUNTY, MARYLAND.

October Term, A. D. 1927.

The Court after having carefully examined the above last Will and Testament of Joseph B. Seth late of the county aforesaid, deceased, as exhibited in this Court by Mary W. Seth and Eliza B. Walker the Executrices therein named, and also the evidence adduced as to its validity, orders and decrees, this 29th day of November, A. D. 1927, that the same be admitted in this Court as the true and genuine last Will and Testament of Joseph B. Seth deceased, and the Register of Wills is hereby ordered to record the same.

F. T. Lowe

Walter L. Barnes

T. J. Slaughter

Test: James A. Spence.

REGISTER OF WILLS

The State of Maryland, Talbot County, to wit:

I, James A. Spence, Register of Wills of Talbot County aforesaid, and by law keeper of seal, records and original papers of the Orphans' Court of Talbot County, do hereby certify that the within and foregoing is a true and perfect copy of the original last will and Testament of Joseph B. Seth, deceased, and of the proof and probate thereof as the same remains on file and of record in Liber J. A. S. no. 21 Folio 413 &c, being one of the Will Record Books of my office.

In testimony whereof, I hereunto subscribe my name and affix the seal of said Court and Office this 23rd day of April, A. D. 1929.

Seal's  
Place.

JAMES A. SPENCE

REGISTER OF WILLS.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

John Seth, infant

Seal's  
Place.

OF TALBOT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of June next, to answer the complaint of Catherine L. Seth, widow & Frances B. Seth, against you in Said Court exhibited.

unmarried

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

WITNESS, The Honorable Wm. H. Sdkins Chief Judge of our said Court, the first Monday of May, 1929  
Issued, the 16th day of May, in the year 1929.

B. Hackett Turner

Clerk.

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Edwin H. Brown, Jr.-Frederick J. Singley

Solicitor for Plaintiff.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of June next, being the Return Day

B. Hackett Turner Clerk.

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

Received May 18<sup>th</sup> 1929 and forthwith delivered to the Sheriff of Talbot County for Service.

Chas. B. Lloyd  
Clerk.

Served by reading the within writ to Catherine M. Seth, guardian, & John Seth, Infant & copy of process left with them. May 27-1929.

T. J. Faulkner Sheriff

Filed May 28th, 1929.

SUBPOENA FOR RESPONDENTS TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Louis S. Newton and Mary E. Newton, his wife

Seal's  
place.

OF BALTIMORE CITY GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the FIRST Monday of June next, to answer the complaint of Catherine L. Seth, Widow & Frances B. Seth, unmarried against you in Said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of May, 1929.  
Issued the 16th. day of May, in the year 1929.

B. Hackett Turner Clerk.

Edwin H. Brown, Jr.-Frederick J. Singley  
Solicitor for Plaintiff

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of June next, being the Return Day.

B. Hackett Turner Clerk.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

James E. Seth

Seal's  
Place.

OF TALBOT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of June next, to answer the complaint of Catherine L. Seth, widow & Frances B. Seth, against you in said Court exhibited.  
unmarried

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court,  
the first Monday of May 1929  
Issued the 16th. day of May, in the year 1928

B. Hackett Turner Clerk.

Edwin H. Brown, Jr. Frederick J. Singley

Solicitor for Plaintiff

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of June next, being the Return Day.

B. Hackett Turner Clerk.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO The Anchorage of Baltimore City, a body corporate

Seal's  
Place.

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of June next, to answer the complaint of Catherine L. Seth, widow & Frances B. Seth, unmarried against you in Said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of May, 1929  
Issued the 16th. day of May, in the year 1929

B. Hackett Turner Clerk.

Edwin H. Brown, Jr. Frederick J. Singley  
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 June next, being the Return Day.

B. Hackett Turner Clerk.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Mary Walker Seth

Seal's  
Place.

OF TALBOT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of June next, to answer the complaints of Catherine L. Seth, widow, & Frances B. Seth, unmarried against you in Said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of May, 1929  
Issued the 16th. day of May, in the year 1929.

B. Hackett Turner Clerk.

Edwin H. Brown, Jr.-Frederick J. Singley  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of June next, being the Return Day.

B. Hackett Turner Clerk.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO The Port Mission of Baltimore City, a body corporate.

Seal's Place.

OF BALTIMORE CITY, GREETING:

You are hereby commanded, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of June, next, to answer the complaint of Catherine L. Seth, widow & Frances B. Seth, unmarried, against you in Said Court exhibited.

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

WITNESS, The Honorable Wm. H. Sdkins Chief Judge of our said Court, the first Monday of May, 1929  
Issued the 16th. day of May, in the year 1929.

B. Hackett Turner, Clerk.

Edwin H. Brown, Jr.-Frederick J. Singley  
Solicitor for Plaintiff.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of June next, being the Return Day.

B. Hackett Turner, Clerk.

ANSWER OF PORT MISSION OF BALTIMORE CITY.

CATHERINE L. SETH, et al	#	In the
vs.	#	Circuit Court for Queen Anne's
LOUIS S. NEWTON, et al	#	County, In Equity.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The answer of The Port Mission of Baltimore City to the Bill of Complaint filed by Catherine L. Seth and others against it, respectfully shows:

1. That this defendant admits the matters and facts alleged in said Bill of Complaint and consents to a decree granting the relief therein prayed or such other decree as this Court may pass in the premises.
2. That it authorizes Jacob Gross Jr. to appear for it and file this answer.

And as in duty bound, etc.

THE PORT MISSION OF BALTIMORE CITY

By DOUGLAS OBED  
President.

JACOB GROSS JR.  
Solicitor.

38 South St., Baltimore, Md.

ANSWER TO BILL OF COMPLAINT  
Filed May 28th, 1929.

CATHERINE L. SETH, et al	:	IN THE
vs.	:	CIRCUIT COURT FOR QUEEN ANNE'S
LOUIS S. NEWTON, et al.	:	COUNTY, IN EQUITY.

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TO THE HONORABLE THE JUDGES OF SAID COURT:

The answer of THE ANCHORAGE OF BALTIMORE CITY to the Bill of Complaint filed by Catherine L. Seth and others against it, respectfully shows:

1. That this defendant neither admits nor denies the matters and facts set forth in said Bill of Complaint, and consents to the passage of such decree as may be right and proper in the premises.
2. That it authorizes Wm. Pepper Constable to appear for it and file this answer.

And as in duty bound, etc.

THE ANCHORAGE OF BALTIMORE CITY

By T. T. Tingué  
President.

WM. PEPPER CONSTABLE  
Solicitor.

ANSWER OF MARY WALKER SETH  
Filed May 30th, 1929.

CATHERINE L. SETH, et al	#	In the
vs.	#	Circuit Court for Queen Anne's
LOUIS S. NEWTON, et al	#	County, In Equity.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The answer of MARY WALKER SETH to the Bill of Complaint filed by Catherine L. Seth and others against her, respectfully shows:

1. That this defendant admits the matters and facts alleged in said Bill of Complaint and consents to a decree in said Bill of Complaint and consents to a decree granting the relief therein prayed or such other decree as this Court may pass in the premises.
2. That she authorizes Mr. T. N. Copenhover to appear for her and file this answer.

And as in duty bound, etc.

MARY WALKER SETH

THOS. N. COPENHOVER  
Solicitor.

ANSWER OF JAMES E. SETH  
Filed May 30th, 1929.

CATHERINE L. SETH, et al	#	In the
vs:	#	Circuit Court for Queen Anne's
LOUIS S. NEWTON, et al.	#	County, In Equity.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The answer of James E. Seth to the Bill of Complaint filed by Catherine L. Seth and others against him, respectfully shows:

1. That this defendant admits the matters and facts alleged in said Bill of Complaint and consents to a decree in said Bill of Complaint and consents to a decree granting the relief therein prayed or such other decree

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as this Court may pass in the premises.

2. That he authorizes Thomas N. Copenhaver to appear for him and file this answer.

And as in duty bound, etc.

JAMES E. SETH

THOS. N. COPENHAVER  
Solicitor.

ANSWER OF LOUIS S. NEWTON AND MARY E. NEWTON.  
Filed May 30th, 1929.

CATHERINE L. SETH, et al	#	In the
vs.	#	Circuit Court for Queen Anne's
LOUIS S. NEWTON, et al.	#	

TO THE HONORABLE THE JUDGES OF SAID COURT:

The joint and several answer of LOUIS S. NEWTON and MARY E. NEWTON, his wife, to the Bill of Complaint filed by Catherine L. Seth and others against them, respectfully shows:

1. That these defendants admit the matters and facts alleged in said Bill of Complaint and consent to a decree granting the relief therein prayed or such other decree as this Court may pass in the premises.
2. That they authorize Thos. N. Copenhaver to appear for them and file this answer.

And as in duty bound, etc.

LOUIS S. NEWTON  
MARY E. NEWTON

Thos. W. Copenhaver  
Solicitor.

PETITION AND ORDER OF COURT  
APPOINT GUARDIAN AD LITEM.  
Filed June 24th, 1929.

Catherine L. Seth, widow  
and Frances B. Seth, unmarried, Plaintiffs,  
vs.

Louis S. Newton and Mary E. Newton, his  
wife, James E. Seth, unmarried John  
Seth, Infant Mary Walker Seth, widow,  
The Port Mission of Baltimore City,  
a body corporate, The Anchorage of Bal-  
timore City, a body corporate,  
Defendants.

In the Circuit Court

for

Queen Anne's County,

In Equity, Cause No. 2779.

To the Honorable, The Judges of Said Court:-

The Petition of Catherine L. Seth, widow and Frances B. Seth, un-  
married, by Edwin H. Brown, Jr., their attorney, unto your Honors, respectfully sets  
forth:-

1. That as will appear by reference to the Creditor's Bill filed in the above cause, one of the defendants, to wit: John Seth is an infant under the age of twenty one years.
2. That the process in this cause against the said John Seth has been duly returned summoned as will appear from said writ.
3. That your Petitioners are advised that because of the infancy of said defendant it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend the Creditor's Bill for said infant defendant.



Your Petitioners therefore pray your Honors to pass an order appointing some suitable person within the jurisdiction of this Court Guardian Ad Litem for said infant defendant with instructions to said Guardian Ad Litem to answer and defend the said Creditor's Bill for said Infant.

Respectfully submitted,

EDWIN H. BROWN, JR.  
Solicitor for Petitioners.

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 24 day of June, in the year nineteen hundred and twenty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Edwin H. Brown, Jr. and made oath in due form of law that the matters and things stated in the foregoing Petition are true as therein set forth to the best of his knowledge and belief.

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

Filed June 24th, 1929.

LIDA HOPKINS  
NOTARY PUBLIC.

ORDER OF COURT.

Upon the foregoing Petition it is on this 9th day of July, nineteen hundred and twenty nine, ORDERED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Lida Hopkins of Queen Anne's County, State of Maryland, be and he is hereby appointed Guardian Ad. Litem of John Seth with instructions to him to answer and defend the Creditor's Bill filed in the above cause against said infant.

THOMAS J. KEATING.

ANSWER OF JOHN SETH, INFANT TO THE  
CREDITORS BILL. BY HIS GUARDIAN "AD LITEM".  
Filed July 10th, 1929.

Catherine L. Seth, widow  
and Frances B. Seth, unmarried, Plaintiffs.

VS

Louis S. Newton and Mary N. Newton,  
his wife, James E. Seth, unmarried,  
John Seth, Infant, Mary Walker Seth,  
widow, The Port Mission of Baltimore  
City, a body corporate, The Anchorage  
of Baltimore City, a body corporate,  
defendants.

In the Circuit Court

for

Queen Anne's County,

In Equity,

Cause No. 2779.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Answer of John Seth, infant under the age of twenty one years, by Lida Hopkins, his Guardian "Ad Litem", to the Creditors Bill filed in the above entitled cause against him says:

That this Defendant cannot admit any of the matters and things alleged in said Creditors Bill, and being an infant of tender years, submits his rights to the protection of this Honorable Court.

LIDA HOPKINS  
Guardian "Ad Litem".

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 10th 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 Lida Hopkins, 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 as therein stated to the best of his knowledge and belief.

Filed July 10th, 1929.

B. HACKETT TURNER  
Clerk.

PETITION AND EXHIBIT A.  
Filed May 15th, 1930.

Katherine L. Seth, widow,  
et. al.

VS

Lewis S. Newton, et al.

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

Cause # 2779.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Your Petitioner, Frances B. Seth, one of the plaintiffs in this cause, by Edwin H. Brown, Jr., her attorney, respectfully sets forth:-

First: That since the filing of the Bill in this cause Katherine L. Seth, one of the plaintiffs in this cause, departed this life leaving a last Will and Testament and leaving surviving her as her only heir, her daughter, Frances B. Seth, the other co-plaintiff in this case.

Second: That there is filed herewith as an Exhibit in this cause, a certified copy of the last Will and Testament of the said Katherine L. Seth.

May it therefore please your Honors to pass an order making Frances B. Seth the sole devisee and legatee of Katherine L. Seth and Executrix of Katherine L. Seth, a party plaintiff in this suit.

Respectfully submitted,

EDWIN H. BROWN, JR.

Attorney for Frances  
B. Seth.

ORDERED, this 15th day of May in the year nineteen hundred and thirty, on the afore-going Petition and Exhibit by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court that Frances B. Seth, sole devisee and legatee of Katherine L. Seth, co-plaintiff in this cause and Executrix of the said Katherine L. Seth, be and she is hereby made a party plaintiff in this suit.

LEWIN W. WICKES.

LAST WILL AND CODICIL  
Filed May 15th, 1930.

I, CATHERINE L. SETH, of the City of Baltimore in the State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, intending hereby to exercise all powers of disposition which I have under any will or deed and hereby revoking any wills or codicils heretofore made by me.

FIRST: I direct that my just debts and funeral expenses be paid by my Executrix hereinafter named.

SECOND: I give, devise and bequeath my entire estate of whatsoever kind and wheresoever situate to my beloved daughter, FRANCES BURBRIDGE SETH, absolutely.

FINALLY: I do hereby constitute and appoint my said daughter, Frances Burbridge Seth, Executrix of this my Last Will and Testament, and direct that she be excused from the necessity of giving bond for the faithful performance of her duties, other than the nominal bond required by law.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal this 27th day of May, in the year nineteen hundred and twenty-seven.

Catherine L. Seth

(SEAL)

Signed, Sealed, Published and Declared by the above named Testatrix, CATHERINE L. SETH, 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 set our hands as witnesses thereto.

Bernard C. Doyle

Sarah F. Connellee

Frances B. Seth.

I, CATHERINE L. SETH, of the City of Baltimore, in the State of Maryland, do make this First Codicil to my Last Will and Testament.

Under the terms of my said will, I have given my entire estate to my beloved daughter absolutely, and I hereby confirm the provisions therein made. Should I survive my daughter, I give, devise and bequeath my estate to the same persons and under the same trusts and in the same amounts and proportions as provided for in the will of my said daughter, FRANCES BURDRIDGE SETH, with respect to the rest, residue and remainder of her estate, as appears by the third item of my said daughter's will.

In the event of the death of my said daughter, prior to my own death, I do hereby constitute and appoint Frederick J. Singley and Helen Lacy as Executors of this my Last Will and Testament.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal this 24th day of March, nineteen hundred and twenty-eight.

Catherine L. Seth (SEAL)

Signed, Sealed, Published and Declared by the above named Testatrix, CATHERINE L. SETH, as and for a First Codicil to 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 thereto.

La Verna Hahn

Sarah F. Connelllee

BALTIMORE CITY, ss.

On the 25 day of September 1929, came Bernard C. Doyle, Sarah F. Connellee and Frances B. Seth the three subscribing witnesses to the foregoing last Will and Testament of Catherine L. Seth late of said city, deceased, and made oath in due form of law, that they did see Testatrix sign and seal this Will; that they 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 her apprehension of sound and disposing mind, memory, understanding; and that they 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: EDWIN R. DOWNES  
Register of Wills for Baltimore  
City.

BALTIMORE CITY, ss.

On the 23 day of September 1929, came Frederick J. Singlerly and made oath in due form of law, that he does not know of any Will or Codicil of Catherine L. Seth, late of said City, deceased, other than the above instrument of writing, and that has been in safe of Hinkley, Hiskey & Burger since execution and that the said Catherine L. Seth departed this life on the 21 day of August 1929.

SWORN TO beofre the subscriber

TEST: EDWIN R. DOWNES  
Register of Wills for Baltimore  
City.

BALTIMORE CITY, ss.

On the 24 day of September 1929, came La Verna Hahn and on the 21st day of September, 1929 came Sarah F. Connellee the two subscribing witnesses to the foregoing Codicil to the last Will and Testament of Catherine L. Seth, late of said City, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this codicil; that they heard her publish, pronounce and declare the same to be a Codicil to her last Will and Testament; that at the time of her so doing she was to the best of their apprehension, of sound and disposing mind, memory and understanding; that they subscribed their names as witnesses to this Codicil in her presence at her request; and in the presence of each other.

Sworn to the first before the subscriber, the last in open Court.

Test: EDWIN R. DOWNES  
Register of Wills for Baltimore City.

1136812

IN THE ORPHANS' COURT OF BALTIMORE CITY:

The Court, after having carefully examined the above last Will and Testament of Catherine L. Seth, late of Baltimore City, deceased, together with the Codicil thereunto attached, and also evidence adduced as to its validity, Orders and Decrees, this 27th day of September, 1929, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Catherine L. Seth, deceased.

JUDGES	{	Harry C. Gaither
	{	William M. Dunn
	{	Philip L. Sykes

STATE OF MARYLAND

Baltimore City, ss.

I, EDWIN R. DOWNES, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the foregoing is a true and full copy of the Last Will and Testament and Codicil of Catherine L. Seth, late of said city, deceased, together with the proofs and probate thereof, etc., taken from Wills Liber E. R. D. No. 165, folio 254 &c., being one of the Records, filed, recorded and kept in the office of the Register of Wills for Baltimore City.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this 29th day of October in the year of our Lord nineteen hundred and twenty-nine.

EDWIN R. DOWNES  
Register of Wills for Baltimore City.

Seal's  
Place.

EXAMINER'S EXHIBIT F.  
Filed May 24th, 1930.

Alexander Lazear Seth's Last Will and Testament.

I, Alexander Lazear Seth, of Baltimore City, State of Maryland, being mindful of the possibility of my death, do make this my last Will and Testament

To Louis S. Newton, now of Hillsdale, Baltimore, Md. once "occupied" ie employed, by my Mother, I give, in recognition of his faithful services, especially of his tender care of the live stock the sum of Two Hundred dollars and simple interest thereon all out of the funds if any to be found to my personal credit on deposit remaining at the time of my death, should I die, deposited in the Eutaw Savings Bank of Baltimore, the interest being calculated for the sake of this legacy at the rate of four per centum per annum. This revokes and annuls any previous provisions of mine for him.

To-fifths of the remaining personal property (not real property) which I may leave, I give and bequeath to the "D. M. Steams Missionary Fund", a corporation whose present address is 18 West Cheltenham Avenue, Germantown, Philadelphia, Pa. In case the last named corporation has at the time of my death ceased to exist as a corporation, then to the "British and Foreign Bible Society". If the latter gift be not lawful, then to another corporation, namely, the "American Bible Society" I give it.

Another two-fifths of the personal property of mine which I leave should I die, I give to the corporation of the State of Maryland, which we call the Port Mission of Baltimore.

I give and bequeath to Lieutenant Thomas Lazear Orr the watch given me by his grandfather, that is by Thomas C. Lazear, deceased, which watch is marked "L. L. Lazear, Pittsburg, Pa., also the chain given me with it (now in my safe-deposit box) /

One-half of my land, that of the land standing in my name, coming out of the Lange tract, near Winchester, in Queen Anne's County, Maryland, a deed for which is recorded among the Land Records of said County in Liber J. E, G. No. 2, folio 83 &c., belongs already to my Sister, Frances B. Seth. This, therefore, is intended for an admission, and not for a legacy. Part of the original purchase has been sold. For further reference to original purchase see that in 1900 A. D. from Harry E. Mann, Edwin J. Griffin and William Colton, Receivers, appointed by the Circuit Court of Baltimore City in the cause of William Robert and others against Saint Joseph's German Hospital, and others, as shown on Docket 36 A folio 39 year 1898 and Recorded in Chancery Records A. R. No. 251 fol. 308, and

adjoining records.

All of the above legacies proper, are to be paid free from collateral inheritance tax.

I constitute and appoint my Uncle, Hon. Joseph B. Seth, and my friend, Frederick J. Singley, Executors of this my last Will and Testament, and request that they be excused from giving bond.

I hereby revoke all other wills and testaments by me ever made.

All of the residue of my property, real, personal or mixed, now mine or to come to me, I give devise and bequeath to my Sister, Frances Burbridge Seth.

In testimony hereof, I have hereunto set my hand and seal this fifth day of August in the year of our Lord, 1922

ALEXANDER LAZEAR SETH (SEAL)

Signed, sealed, published and declared by the above named testator, Alexander Lazear Seth, as and for his last Will and testament in the presence of us, who in his presence, at his request and in the presence of each other have hereto (hereunto) subscribed our names as witnesses thereto.

SARAH F. CORMILLU

FRANCES B. SETH.

Catherine L. Seth,	:	In the Circuit Court
et al.	:	
	:	
VS.	:	for
	:	
Louis S. Newton, et al.	:	Queen Anne's County,
	:	In Equity, No. 2779.

To William Pepper Constable, Esq.,  
Maryland Trust Building, Baltimore, Md.  
Attorney for the Defendant.

Notice is hereby given that testimony to support the Bill of Complaint filed in the above entitled cause will be taken by the Plaintiff before H. B. W. Mitchell, Examiner, on the 21st day of May, in the year nineteen hundred and thirty, at his office in Centreville, Queen Anne's County, Maryland.

FREDERICK J. SINGLEY

EDWIN H. BROWN, JR.  
Attorneys for Plaintiff.

We hereby admit service of the above notice and consent to the taking of the testimony on the part of the Plaintiff as above set forth.

WM. PEPPER CONSTABLE  
Attorney for The Anchorage.

Catherine L. Seth, et al.	:	In the Circuit Court
	:	
vs.	:	for
	:	
Louis S. Newton, et al.	:	Queen Anne's County,
	:	In Equity, No. 2779.

To Jacob Gross, Jr., Esq.,  
38 South Street, Baltimore, Md.  
Attorney for the Defendant.

Notice is hereby given that testimony to support the Bill of Complaint filed in the above entitled cause will be taken by the Plaintiff before H. B. W. Mitchell, Examiner, on the 21st day of May, in the year nineteen hundred and thirty, at his office in Centreville, Queen Anne's County, Maryland.

FREDERICK J. SINGLEY

EDWIN H. BROWN, JR.  
Attorney for Plaintiff.

We hereby admit service of the above notice and consent to the taking of the testimony on the part of the Plaintiff as above set forth.

Jacob Gross, Jr.

Attorney for The Port Mission of  
Baltimore City.

Catherine L. Seth, et al. : In the Circuit Court  
vs. : for  
Louis S. Newton, et al. : Queen Anne's County  
In Equity, No. 2779.

To Thomas N. Copenhaver, Esq.,  
215 N. Charles Street, Baltimore, Md.

Attorney for Louis S. Newton, et al. Defendants:

Notice is hereby given that testimony to support the Bill of Complaint filed in the above entitled cause will be taken by the Plaintiff before H. B. W. Mitchell, Examiner, on the 21st day of May, in the year nineteen hundred and thirty, at his office in Centreville, Queen Anne's County, Maryland.

FREDERICK J. SINGLEY

EDWIN H. BROWN, JR.

Attorneys for Plaintiff.

I hereby admit service of the above notice and consent to the taking of the testimony on the part of the Plaintiff as above set forth.

THOS. N. COPENHAVER

Attorney for Louis S. Newton, Mary E.  
Newton, James E. Seth and Mary Walker Beth.

Catherine L. Seth, et al. : In the Circuit Court  
vs. : for  
Louis S. Newton, et al. : Queen Anne's County,  
In Equity, No. 2779.

To A. T. Johnson, Esq.,  
Easton, Maryland.

Attorney for John Seth, Infant, Lida Hopkins, Guardian Ad Litem:

Notice is hereby given that testimony to support the Bill of Complaint filed in the above entitled cause will be taken by the plaintiff before H. B. W. Mitchell, Examiner, on the 21st day of May, in the year nineteen hundred and thirty, at his office in Centreville, Queen Anne's County, Maryland.

FREDERICK J. SINGLEY

EDWIN H. BROWN, JR.

Attorneys for Plaintiff.

I hereby admit service of the above notice and consent to the taking of the testimony on the part of the Plaintiff as above set forth.

A. J. JOHNSON

Attorney for John Seth, Infant,  
Lida Hopkins, Guardian ad litem.

DEPOSITIONS  
Filed May 24th, 1930.

CATHERINE L. SETH, WIDOW,  
ET AL,  
VS.  
LOUIS S. NEWTON ET AL.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY.  
NO. 2779.

To the Honorable, the Judges of said Court:

The Report of H. B. W. Mitchell, one of the Standing Examiners of this Honorable Court, respectfully sets forth.

Your examiner having been notified by Edwin H. Brown, Junior, Esq., one of the Solicitors for the plaintiffs, that the plaintiffs desired to take testimony on their behalf on the twenty first day of May, nineteen hundred and thirty, in the forenoon, your Examiner did attend at his office in Centreville, Maryland, Wednesday, May 21st., 1930, at 11 o'clock a. m., and proceeded to take the following testimony, there being present, Frances B. Seth, one of the plaintiffs and Edwin H. Brown, Jr., Esq., and Frederick J. Singley, Esq., the plaintiffs' Solicitors, and proceeded to take the following testimony, to wit:

First witness, Miss Frances B. Seth, of lawful age, after having been duly sworn, deposes and says:

By Mr. Brown

1. Q. Please state your full name and residence?

A. Frances B. Seth, Baltimore, Maryland.

2. Q. Miss Seth, this is the suit of Catherine L. Seth, widow, and Frances B. Seth, unmarried, plaintiffs, against Louis S. Newton, Mary E. Newton, his wife, James E. Seth, unmarried, John Seth, infant, Mary Walker Seth, widow, The Port Mission of Baltimore City, a body corporate, and The Anchorage of Baltimore City, a body corporate, do you know the parties to this suit and if so, tell who they are?

A. Yes, I know them all except the two corporations. Catherine L. Seth is my mother, who has died since the beginning of this suit, and I am Frances B. Seth. Louis S. Newton and Mary E. Newton, his wife, were formerly employed on our farm. James E. Seth is my cousin. John Seth is an infant son of my cousin, Dr. Louis H. Seth. Mary Walker Seth is the widow of my Uncle, Joseph B. Seth. The Port Mission of Baltimore City and The Anchorage are charitable institutions in which my brother was interested.

3. Q. Miss Seth, it is alleged that the tract of land situated in Queen Anne's County containing about eighty three three acres, more or less, was granted to Alexander L. Seth by Edwin J. Griffin and others, Receivers, do you know this land and if so how many acres does it now contain, and what is its value?

A. I do know the land and it contains some sixty three acres, more or less, and its value is approximately one thousand dollars.

4. Q. What became of the acres between the eighty three and the sixty three?

A. Certain sales were made as outlined in the Bill leaving now about sixty three acres.

At this point certified copy of deed from Edwin J. Griffin, William Colton and Harry E. Mann, Receivers, to Alexander L. Seth is handed to the Examiner to be filed and is filed in these proceedings and marked "Examiner's Exhibit "A".

5. Q. Miss Seth, while the record title of this property appears to be in the name of Alexander L. Seth who is your brother, who in fact owned that land?

A. The land was purchased by joint partnership and was in fact owned by my brother and myself jointly, but title was in his name for sake of convenience. He repeatedly acknowledged my joint ownership and mentioned in a will drawn by him that I did own one-half.

6. Q. Miss Seth, at any time did you pay part of the taxes on this property?

A. Yes I did at one time pay part of the taxes on this property.

At this point paper writing purporting to be the last will and testament of Alexander Lazear Seth dated August 5th., 1922, is handed to the Examiner to be filed and is filed in these proceedings and marked "Examiner's Exhibit "B".

7. Q. Miss Seth, you and your brother, Alexander L. Seth, each owned in this property an undivided one-half interest?

A. Yes.

8. Q. When did your brother die?

A. March 24th., 1927.

9. Q. Did he at that time own one-half interest in this land which contained sixty three acres?

A. Yes.

10. Q. Did he leave a will?

A. Yes.



11. Q. Where was the will filed for probate?

A. Baltimore City.

12. Q. Do you know who was named Executor of the will?

A. Frederick J. Singley.

At this point a certified copy of will purporting to be the last will and testament of Alexander Lazear Seth dated the 14th. day of January, 1927, is handed to the Examiner to be filed and is filed in these proceedings and marked "Examiner 's Exhibit "C".

13. Q. Miss Seth, do you know whether or not your brother was indebted unto your mother, Catherine L. Seth, at the time of his death?

A. Yes.

14. Q. Do you know about how much?

A. About one thousand dollars.

15. Q. Was all of that paid out of the personal estate?

A. No.

16. Q. There was a balance?

A. There was a balance of about one hundred and sixty three dollars.

17. Q. Miss Seth, your mother, Catherine L. Seth, who was co-plaintiff with your in this case, is she living or is she dead?

A. She is dead. She died August 21st., 1929.

18. Q. After the institution of this suit?

A. Yes.

19. Q. Did she or not leave a last will and testament?

A. She did.

20. Q. I am handing you a certified copy of will and codicil thereof of Catherine L. Seth, which I am offering in evidence to the Examiner, is this the last will and Testament of your mother?

A. Yes.

The paper referred to as last will and testament of Catherine L. Seth and codicil thereto is now filed with the Examiner and marked "Examiner's Exhibit "D".

Examiner's Special. Do you know, or can you state, any other matter of thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer."

A. No.

FRANCES B. SETH.

By Mr. Brown.

Second witness, Frederick J. Singley, of lawful age, after being duly sworn, deposes and says:

1. Q. Mr. Singley, will you state your residence and your occupation and your name?

A. Frederick J. Singley, lawyer, residence Baltimore, Maryland.

2. Q. I am handing you the Bill of Complaint in this case and you state whether or not you know the parties to this suit and if so, who they are and where they reside?

A. I know all the parties except the infant son of Dr. Louis Seth. Mrs. Catherine L. Seth was the widow of Alexander Seth an old friend whom I knew for many years. Miss Frances B. Seth is her only surviving child. Louis S. Newton and Mary E. Newton, his wife, were employed by Mrs Seth on her place called "Windsor" near Baltimore. Mrs. Mary Walker Seth is the widow of General Joseph B. Seth. The two Corporations are religious corporations conducting missions in Baltimore City in which Mr. Alexander L. Seth was greatly interest. Mr. Alexander L. Seth was my class mate at the University of Maryland Law School and was at one time an associate of our law firm and James E. Seth is a cousin of Alexander L. Seth.

3. Q. Were or not all of the defendants in this suit named in the last will and testament of Alexander L. Seth?

A. They were, each receiving a small legacy.



4. Q. Is Alexander L. Seth living or not, and if not state where he was living at the time of his death?

A. Mr. Alexander L. Seth died about three years ago and is buried in Baltimore, Maryland, where his estate was administered in the Orphans' Court for Baltimore City. His residence up to the time of his death was Baltimore, Maryland.

5. Q. Was Alexander L. Seth married or not?

A. Mr. Seth was unmarried and has always been.

6. Q. Who survived him as his heirs at law or next of kin at the time of his death?

A. His widowed mother, Catherine L. Seth, and his only sister, Miss Frances B. Seth.

7. Q. Is Mrs Catherine L. Seth living or not.

A. She died in August of last year since the institution of the suit in this cause.

8. Q. Did she leave a will or not?

A. She left a last will and testament and it is recorded in the office of the Register of Wills in Baltimore County, a certified copy of which has heretofore been offered in evidence in this case. Under the terms of Mrs Seth's will her entire estate was left to her surviving daughter, Miss Frances B. Seth, who was her only heir at law.

9. Q. Mr. Singley did you administer on the estate of Alexander L. Seth?

A. I was named as Executor of Mr. Seth's will and fully administered his estate in the Orphans' Court for Baltimore City.

10. Q. I am handing you a paper, will you state to the Examiner what that is?

A. The paper handed me is a certified copy of the first and final administration account rendered by me as Executor of the estate of Alexander L. Seth, the original of which is of record in the office of the Register of Wills for Baltimore City in administration accounts - Liber E. R. D. No. 290 at folio 82. The account discloses that there was not sufficient personal estate to pay any of the legacies under Mr. Seth's will. After the payment of the funeral expenses and other debts and costs of administration there was paid to Mrs Catherine L. Seth on account of the claim which she had filed and which was allowed by the Orphans' Court the sum of \$889.81 leaving a balance still due Mrs Seth of \$163.39. This last named balance has never been paid, no other personal estate having come into my hands since the rendering of this account.

At this point the certified copy of the administration account just mentioned by Mr. Singley is handed to the Examiner to be filed and is filed in these proceedings and marked "Examiner's Exhibit "E".

11. Q. Did or not Alexander L. Seth die seized and possessed of any real estate?

A. He owned a small tract of land in Queen Anne's County containing about sixty three acres, chiefly wood land, which was jointly owned by himself and his sister, Miss Frances B. Seth. He was associated with me in the practice of law and frequently talked to me about the property and endeavored from time to time to effect a sale of it for the joint account of his sister and himself. While he had some negotiations we were never able to effect a sale at a satisfactory price.

12. Q. In your judgment what is the value of the sixty three acres of land in which Alexander Seth had one-half interest and his sister had the other one-half undivided interest?

A. I should think the value of the entire tract would be approximately one thousand dollars. It has no improvements and the woodland has been cut over.

13. Q. What evidence other than you have given have you in your possession as to the ownership of this land which Miss Seth owned jointly with her brother, Alexander Seth?

A. I have the original will dated August 5th., 1922, a copy of which is filed with the bill of complaint. This will is written in Mr. Seth's own hand, with which I am very familiar. It is signed and properly executed. In this will Mr. Seth speaks of the Queen Anne's County property in these terms:

"One-half of my land, that of the land standing in my name, coming out of the Lange tract, near Winchester, in Queen Anne's County, Maryland, a deed for which is recorded among the Land Records of said County in Liber J. E. G. No. 2 folio 83 & c., belongs already to my sister, Frances B. Seth. This, therefore, is intended for an admission, and not for a legacy. Part of the original purchase has been sold. For further reference to original purchase see that in 1900 A. D. from Harry E. Mann, Edwin J. Griffin and William Colton, Receivers, appointed by the Circuit Court of Baltimore City in the cause of William

Rodert and others against Saint Joseph's German Hospital, and others, as shown on Docket 36 A folio 39 year 1898 and Recorded in Chancery Records A. R. No. 251 fol. 308, and adjoining records."

At this point a paper writing purporting to be the original will of Alexander Lazear Seth dated the fifth day of August, 1922, is handed to the Examiner to be filed and is filed in these proceedings and marked "Examiner's Exhibit "F".

14. Q. Mr. Singley in the last will and testament of Alexander L. Seth probated and under which his estate was administered there is a legacy to one Joseph B. Seth, why is he not a party to this suit?

A. General Seth died sometime since and left a last will and testament in which he named his widow, Mrs Mary Walker Seth, as residuary legatee. General Seth's will has been filed heretofore in these proceedings and this accounts for the fact that Mrs Mary Walker Seth is made a party instead of Joseph B. Seth.

15. Q. I am handing you a paper writing, will you tell please what it is?

A. The paper handed me is a certified copy of the last will and testament of Joseph B. Seth of Talbot County, Maryland, dated February 17th., 1926, and of record in the office of the Register of Wills for Talbot County, Maryland, in Wills' Liber J. A. S. No. 21 folio 413.

The paper writing purporting to be the last will and testament of Joseph B. Seth, late of Talbot County, deceased, is handed to the Examiner to be filed and is filed in these proceedings and marked "Examiner's Exhibit "G".

16. Q. Mr. Singley you know this property of Mr. Seths, in your judgment would you consider it possible to divide it or would it be to the advantage of all concerned that the entire property be sold and the proceeds be divided unto the parties thereto?

A. My judgment is that the property is insusceptible of partition and will have to be sold. Those entitled would be Miss Frances B. Seth who has an undivided one-half interest in the property and the legatees named in the will of Alexander L. Seth, who are left varying amounts and none of whom have been paid, there being insufficient personal estate for this purpose. It will also be necessary to pay out of the proceeds the balance due to the estate of Miss Seth's mother and for the reasons stated I am of the opinion that the Court will be obliged to decree a sale.

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 either of them, or that may be material to the subject of this your examination, or the matters in question, between the parties? If yea, state the same fully and at large in your answer."

A. No.

FREDERICK J. SINGLEY

By Mr. Singley.

Edwin H. Brown, Junior, the third witness of lawful age, after being duly sworn, deposes and says:

1. Q. Mr. Brown will you give your name, residence and occupation?

A. Edwin H. Brown, Junior, attorney at law, Centreville, Maryland.

2. Q. Do you know any of the parties in the suit of Catherine L. Seth, widow, et al. vs. Louis S. Newton, et al?

A. The only parties I know are Frances B. Seth one of the plaintiffs and the infant son of Dr. Louis Seth whose name is John Seth and who resides in Talbot County.

3. Q. Do you know the tract of woodland now containing about sixty three acres of land which forms the subject matter of the pending suit?

A. I do. This land I have known for some years because I was in constant and frequent correspondence with Miss Frances B. Seth about this property.

4. Q. What in your opinion is the fair market value of this property?

A. I should say from inquiries I have received about it, it should be worth about \$1000.00.

5. Q. Mr. Brown you are familiar with the proceedings in this case and the parties ultimately entitled to the real estate will you testify whether or not it would be to the advantage of all parties to sell this property or can it be divided among them in proportion to their interest?

A. From my knowledge of the land and the way it is situated it would be utterly impossible to divide this land among those entitled to it in proportion to their interest. As I understand the situation Miss Frances B. Seth is entitled to an undivided one-half interest in the property and that the other goes under the will of Alexander L. Seth. Under this will there are specific legacies which would have to be paid subject, however, to the debts of Alexander L. Seth which were not paid out of his personal estate. The undivided interest of Alexander L. Seth could not be divided in the numerous proportions of the creditors, devisees and legatees without great loss to everyone concerned.

Examiner's Special.

A. No.

EDWIN H. BROWN, JR.

There being no other witnesses to be examined or further testimony to be taken, and your Examiner not having been notified of either party desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged as such Examiner in taking this testimony three days and examined three witnesses, all of whom waived claim to witness fee, making the costs chargeable to the plaintiff.

H. B. W. Mitchell, Examiner,	\$12.00
Frances B. Seth, witness, (one of the plain- tiffs)	.00
Frederick J. Singley, witness (one of the plaintiffs' Solicitors)	.00
Edwin H. Brown, Jr., (one of Plaintiffs' solicitors)	.00
Verna Mears Crowl, stenographer,	<u>2.00</u>
	\$14.00

H. B. W. MITCHELL  
EXAMINER.

Examiner's Exhibits, A, B, C, D, are the same Exhibits filed with the Bill of Complaint.

SUBMISSION FOR DECREE  
Filed June 13th, 1930.

CATHERINE L. SETH, et al.	:	IN THE CIRCUIT COURT FOR
	:	
vs.	:	QUEEN ANNE'S COUNTY
	:	
LOUIS S. NEWTON, et al.	:	IN EQUITY.
	:	

TO THE HONORABLE THE JUDGE OF SAID COURT:

The above cause is respectfully submitted for decree.

EDWIN H. BROWN, JR.

FREDERICK J. SINGLEY  
Solicitors for Plaintiff.

JACOB GROSS, JR.

W. Tilghman Johnston

WM. PEPPER, CONSTABLE

THOS. N. COPENHAVER  
Solicitors for Defendants.

CERTIFICATE OF APPOINTMENT OF FRANCIS B. SETH,  
Filed June 19th, 1930.

THE STATE OF MARYLAND

Baltimore City, Sr.:

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 Catherine L. Seth deceased, were on the 27th day of September in the year of our Lord one thousand nine hundred and twenty-nine granted and committed unto Frances B. Seth the Executrix by the last Will and Testament of the said deceased, appointed, and that said letters are at his date in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 18th day of June in the year of our Lord nineteen hundred and thirty

TEST:

EDWIN R. DOWNES  
Register of Wills for Baltimore City.

Seal's  
Place.

436812

PETITION OF FREDERICK J. SINGLEY TO BE  
MADE PARTY DEFENDANT, as Executor of Estate  
of Alexander L. Seth.  
Filed June 19th, 1930.

CATHERINE L. SETH, ET AL. : IN THE CIRCUIT COURT  
vs. : FOR QUEEN ANNE'S COUNTY  
LOUIS S. NEWTON, ET AL. : IN EQUITY.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Frederick J. Singley, Executor of the Estate  
of Alexander L. Seth, late of Baltimore City, deceased, respectfully shows:

1. That under the last will and testament of Alexander L.  
Seth, late of Baltimore City, deceased, a certified copy whereof has been heretofore  
filed in this cause, marked "Plaintiffs' Exhibit No. 3", your petitioner was appoint-  
ed executor of said last will and testament and is duly qualified and fully adminis-  
tered said estate, as will appear by the bill of complaint filed herein.

2. That your petitioner is advised by counsel that he should  
properly be made a party to the proceedings in the above entitled cause.

WHEREFORE YOUR PETITIONER PRAYS that he may be made a party  
defendant in said cause.

And as in duty bound, etc.

Thos. N. Copenhaver  
Solicitor. FREDERICK J. SINGLEY  
Executor of Alexander L. Seth

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 18th day of June, nineteen hun-  
dred and thirty, before me, the subscriber, a Notary Public of the State of Maryland  
in and for the City of Baltimore aforesaid, personally appeared Frederick J. Singley,  
and made oath in due form of law that the matters and facts stated in the foregoing  
petition are true.

AS WITNESS my hand and notarial seal.

Notary  
Public  
Seal.

CHAS. C. COUNSELMAN  
Notary Public.

UPON the foregoing petition and affidavit it is this 20th day  
of June, 1930, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that  
Frederick J. Singley, Executor of the Estate of Alexander L. Seth, late of Baltimore  
City, deceased, be and he is hereby made a party defendant in said cause.

LEWIN W. WICKES.

Filed June 21st, 1930.

ANSWER OF FREDERICK J. SINGLEY  
EXECUTOR OF ESTATE OF ALEXANDER L. SETH.  
Filed June 19th, 1930.

CATHERINE L. SETH, et al. : IN THE CIRCUIT COURT  
vs. : FOR QUEEN ANNE'S COUNTY  
LOUIS S. NEWTON, et al. : IN EQUITY.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Answer of Frederick J. Singley, Executor of the Estate  
of Alexander L. Seth, one of the parties defendant to said cause, respectfully shows:

1. That this respondent admits the matters and facts alleged in said bill of complaint and consents to a decree granting the relief therein prayed, or such other decree as this court may pass in the premises.

2. That he authorizes Thomas N. Copenhaver to appear for him and file this answer.

3. That he avers that under the final administration account in the estate of the said Alexander L. Seth there is still due on account of the claim of Catherine L. Seth the sum of one hundred sixty-three dollars and thirty-nine cents (\$163.39) which said sum has not since been paid.

And as in duty bound, etc.

Thos. N. Copenhaver.  
Solicitor.

FREDERICK J. SINGLEY  
Executor

Alexander L. Seth  
Deceased.

PETITION AND ORDER  
Filed June 19th, 1930.

Katherine L. Seth,  
et. al., Plaintiffs.

VS.

Louis S. Newton, et,  
al. Defendants.

In the Circuit Court

for

Queen Anne's County

In Equity

Cause #2779.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Your Petitioner, Frances B. Seth, the surviving Plaintiff in this cause respectfully sets forth:-

First:- That it appears from the titling in this cause that the first name of the Infant Seth was omitted in the Bill filed in these proceedings.

Second:- That the name of this Infant who is the son of Dr. Louis H. Seth is John Seth and that the name John should be inserted in the Titling in this cause.

MAY IT THEREFOR please your Honors to pass an order directing that the name John shall be inserted in the Titling in this cause opposite the name Seth, Infant,

Respectfully submitted,

EDWIN H. BROWN, JR.  
Attorney for Petitioner.

ORDER OF COURT.

ORDERED this 20th day of June, in the year nineteen hundred and thirty on the afore-going Petition, that the name John be inserted in the Titling in this cause opposite the words Seth, Infant, said first name having been inadvertantly omitted in the Bill before being filed.

Filed June 21st, 1930.

LEWIN W. WICKES

DECREE  
Filed June 21st, 1930.

DECREE IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY.

Catherine L. Seth, Widow  
and  
Frances B. Seth, unmarried  
Plaintiffs.

vs.

Louis S. Newton and Mary E. Newton,  
his wife, James E. Seth, unmarried,  
John Seth, Infant, Mary Walker Seth,  
Widow, The Port Mission of Baltimore  
City, a body corporate and The Anchor-  
age of Baltimore City, a body corpor-  
ate, Defendants.

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

Cause No. 2779.

The above cause standing ready for hearing, and being submitted by agreement without argument and all the other proceedings were read and considered.

It is thereupon, this 20th day of June in the year 1930 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 DECREE that the said Frances B. Seth is the owner of an undivided one half interest in the real estate described and mentioned in these proceedings and that Alexander L. Seth was the owner of the other undivided one half interest; and it is further adjudged, ordered and decreed that said real estate mentioned be sold, and that one half of the net proceeds thereof be awarded to the said Frances B. Seth and that the other half of the net proceeds of said sale or so much thereof as may be necessary be applied to the payment of the debts of the said Alexander L. Seth and the remainder to be distributed to those entitled thereto as their interests may appear.

That Edwin H. Brown, Jr. be and he hereby appointed Trustees 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 corporate 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 One Thousand Dollars conditioned for the faithful performance of the trust 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 half of the purchase money shall be paid in cash on day of sale and the balance payable in six months from the day of sale, with interest from day of sale, or all cash on day of sale.

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 in to 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.

And at the time of advertising said sale, the Trustee is directed to give notice to the creditors of said Alexander L. Seth, deceased, to file their claims with the vouchers thereof, in the office of the Clerk of the Circuit Court for Queen Anne's County within sixty days from the date of the first publication of said notice.

LEWIN W. WICKES.

CERTIFIED COPY OF BOND  
Filed June 25th, 1930.

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of June, in the Year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Edwin H. Brown, Jr. of Queen Anne's County, State of Maryland and The United States Fidelity and Guaranty Company, a body corporate are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars to be paid to 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 25th. day of June, in the year nineteen hundred and thirty.

WHEREAS by a decree of the Circuit Court for Queen Anne's County in Equity bearing date the twentieth day of June, 1930, and passed in a cause in said Court wherein Catherine L. Seth, widow et al. are plaintiffs and Louis S. Newton et. al. are defendants, the above bound Edwin H. Brown, Jr. has been appointed Trustee to make sale of certain real estate in the proceedings in said cause mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION is such, that if the above bound Edwin H. Brown, Jr. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to remain in full force and virtue in law.



Edwin H. Brown, Jr. (SEAL)

Signed, sealed and  
delivered in the  
presence of:  
Lida Hopkins.

Seal's  
Place.

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 June 25th. 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. 83 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 June, in the year 1930.

B. Hackett Turner,  
Clerk.

Seal's  
Place.

REPORT OF SALE  
Filed July 26th, 1930.

Catherine L. Seth,  
widow, et. al.

VS

Louis S. Newton,  
et. al.

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

Cause No. 2779.

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 advertisement in the Centreville Record, a newspaper printed and publish-  
ed in Centreville, Queen Anne's County, for more than three successive weeks be-  
fore the day of sale, he did pursuant to said notice, attend in front of the Court  
House Door in the town of Centreville, on Tuesday, July 22nd, 1930 at 1:30 o'clock  
P. M. and then and there proceed to sell said real estate as follows to wit :-

Your Trustee offered at public sale to the highest bidder all that valuable wood-  
land situate, lying and being in the Fifth Election District of Queen Anne's County,  
aforesaid, known as "Sawyer's Forest", on the public road leading from Grasonville  
to Perry's Corner containing sixty three acres of land, more or less, and sold same  
to Edward S. Thompson at and for the sum of six hundred dollars, he being then and  
there the highest therefor.

Your Trustee reports that in addition to the terms advertised, the property was sold  
with the understanding that the purchaser was to pay the taxes on said property for  
1930.

Your Trustee further reports that Edward S. Thompson has paid the full purchase  
money of six hundred dollars cash.

Your Trustee files herewith a certificate of advertisement marked Exhibit #1 as  
part of this report.

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 26th day of July, 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 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.

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

LIDA HOPKINS

Notary Public.

Notary  
Public  
Seal.

Filed July 26th, 1930.

CERTIFICATE OF PUBLICATION OF SALE  
Filed July 26th, 1930.

TRUSTEE'S SALE

OF VALUABLE

W O O D L A N D

NEAR GRASONVILLE, QUEEN  
ANNE'S COUNTY, MD.

Under and virtute of a Decree in the Circuit Court for Queen Anne's County in Equity passed on the 20th day of June, 1930, in the cause wherein Catherine L. Seth, et. al. are Plaintiffs and Louis S. Newton, et. al. are Defendants, being Cause No. 2779 on the Chancery Docket in said Court, the undersigned, as Trustee, will sell at public sale in front of the Court House Door in the town of Centreville, Queen Anne's County Maryland, on

TUESDAY, JULY 22nd, 1930

commencing at 1:30 o'clock P. M., all that valuable woodland, to wit: Situate, lying and being in the Fifth Election District of Queen Anne's County, aforesaid, known as "Sawyer's Forest" on the public road leading from Grasonville to Perry's Corner containing 63 ACRES OF LAND more or less. This tract of land has some valuable timber on it, some fit for cutting now and other that will be in good shape in a short time. This Tract of land was owned by the late Alexander L. Seth.

TERMS OF SALE: One-half of purchase money will be required in cash on day of sale and balance payable in six months from the day of sale with interest or all cash on day of sale at the option of the purcher.

EDWIN H. BROWN, JR., Trustee

J. ELMER ANTHONY, Auctioneer.

June 26-4t

NOTICE TO CREDITORS

Notice is hereby given to the Creditors of Alexander L. Seth, deceased, that they must file their claims with vouchers thereof in the office of the Clerk of the Circuit Court for Queen Anne's County within sixty days from the 26th day of June, 1930.

EDWIN H. BROWN, JR., Trustee.

THE CENTREVILLE RECORD

Centreville, Md., July 26, 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Trustee's sale in the case of Catherine L. Seth, et. al. vs. Louis S. Newton, et. al, Cause No. 2779, 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 22nd day of July in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By LIDA HOPKINS

Filed July 26-1930.

N I S I

Catherine L. Seth  
widow, et al.

VS.

Louis S. Newton  
et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2779.

ORDERED, This 26th. day of July, A. D., 1930, 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 30th 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 30th day of August next.

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

B. HACKETT TURNER Clerk.

Filed July 26th. 1930.

CERTIFICATE OF PUBLICATION OF ORDER NISI  
Filed Nov. 6th, 1930.

NISI

Catherine L. Seth  
widow, et al.

VS.

Louis S. Newton  
et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2779.

ORDERED, This 26th. day of July, A. D., 1930, 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 30th 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 30th day of August next.

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

B. HACKETT TURNER, Clerk

True Copy:

Test: B. HACKETT TURNER, Clerk  
Filed July 26th, 1930.

THE CENTREVILLE RECORD

Centreville, Md., Nov. 6th, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Catherine L. Seth, widow, et al., uv. Louis S. Newton, et al. Chancery #2779, 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 30th day of August in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

FINAL ORDER OF RATIFICATION  
Filed Nov. 7th, 1930.

FINAL ORDER OF RATIFICATION.

Catherine L. Seth,  
widow, et al.

VS.

Louis S. Newton,  
et al.

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

Cause No. 2779.

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ORDERED, this 6th 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 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.

LEWIN W. WICKES

Filed November 7th, 1930.

PETITION AND ORDER  
Filed Jan. 7th, 1931.

Catherine L. Seth, widow  
et. al.

VS

Louis S. Newton, et. al.

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

Cause No. 2779.

To the Honorable, the Judges of said Court:

The petition of Frances B. Seth, by Edwin H. Brown, Jr. Attorney respectfully sets forth:

First, That it appears from these proceedings that her brother, Alexander L. Seth, departed this life on the 24th day of March, 1927 and that at the time of his death the property involved in these proceedings was in his name, while in fact, under a Decree of this Court, one-half belonged to him and one-half to your Petitioner.

Second, That after the death of said Alexander L. Seth, your Petitioner caused to be paid to F. Clayton Stevens, Treasurer for said County, the taxes on said property for 1928 amounting to twenty one dollars and thirty five cents and also the taxes for 1929 amounting to twenty one dollars and fifty cents.

Third, That after the death of said Alexander L. Seth, these proceedings were instituted and a decree has been passed herein and sale of said property made.

Fourth, That there was no income or rent from the land on which the taxes aforesaid were paid and inasmuch as it was impossible to determine at the time the taxes were due whether the Decree that has been passed in this Court would be passed and also impossible to tell what interest your Petitioner would have in this property, that she, for the purpose of preventing the real estate in this cause from being sold by tax sale, caused to be paid the taxes as above set forth and feels that she should be entitled to be re-imbursed out of the proceeds of the sale made and reported in this cause.

May it therefor please your Honors to pass an order ratifying and confirming the payment of the taxes by the said Frances B. Seth, as aforesaid and direct the auditor in this cause to award to her out of the gross proceeds of the sale, said taxes.

Respectfully submitted,

EDWIN H. BROWN, JR.  
Solicitor for Petitioner.

Catherine L. Seth,  
widow, et. al.

VS

Louis S. Newton,  
et. al.

In the Circuit Court  
for

Queen Anne's County,  
In Equity, Cause #2779.

ORDER OF COURT

ORDERED, this 10th day of January, 1931, on the foregoing Petition by the Circuit Court for Queen Anne's County, In Equity and by the authority of said Court that the taxes caused to be paid by the said Frances B. Seth to F. Clayton Stevens, Treasurer for Queen Anne's County for 1928 taxes amounting to twenty one dollars and thirty five cents and for 1929 taxes amounting to twenty one dollars and fifty cents be and the same are hereby allowed to her out of the gross proceeds of the sale of the property sold under Decree in this Court and that the auditor is directed to allow said taxes in the stating of his audit and account.

LEWIN W. WICKES

REPORT AND ACCOUNT  
Filed Jan. 23rd, 1931.

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

Catherine L. Seth,	}	Chancery Cause No. 2779.
vs.		
Frances B. Seth,		
et al.		

To the Honorable, the Judges of said Court:

The Report of Madison Brown, the auditor of the Court, unto Your Honors respectfully sets forth as follows:

It appears from the Bill of Complaint, Testimony and the Decree and other proceedings of the cause that at the time of the death of Alexander L. Seth mentioned in the proceedings of the cause he, the said Alexander L. Seth was the owner of one undivided half part of the land mentioned in the proceedings and that Frances B. Seth was the owner of the other half part, and that the said part of the said Alexander L. Seth at the time of the decree was liable for his debts.

It appears from the proceedings that Catherine L. Seth had a claim against Alexander L. Seth and the decree directs that one-half of the net proceeds of the sale decreed to be made should be applied to the payment of the debts of Alexander L. Seth. The auditor has been advised by the Clerk of the Court and by the trustee that no claims have been actually filed pursuant to the notice to creditors given by advertisement by the trustee. No claim was actually filed by Catherine L. Seth but the Bill of Complaint states the amount of her claim against Alexander L. Seth to be \$1053.20 and that the same was filed in the Orphans' Court of Baltimore City and was passed by that court for payment. The Bill of Complaint also states that she received from the personal estate of Alexander L. Seth \$889.81 on account of said claim and that at the time the bill was filed there was still due to her on the claim the sum of \$163.39. The executor of Alexander L. Seth in his testimony filed in the cause admits the claim and the said balance due on it. A copy of the administration account of this executor is filed in this cause and that the same was passed October 26, 1927. One Half of the net proceeds of the cause applicable to payment of this claim is \$171.90, a little more than the balance of the claim above mentioned. In the within account the whole of this \$171.90 is awarded to the claim of Catherine L. Seth as the interest due on said balance from the date of the passage of the administration account to the time of the sale of this cause would amount to far more than the difference between \$171.90 and \$163.39.

It appears from the proceedings that Catherine L. Seth died after she had filed this bill and that Frances B. Seth as her executrix has been made a party to the proceedings in the place of Catherine L. Seth and as such is entitled to this sum of \$171.90.

In the within account the auditor has charged Edwin H. Brown, *jur*, the trustee of the cause, with the gross amount of the sale made by him and has then thereout allowed as follows: Unto the said trustee his commissions for making the sale, costs of advertising the sale and the several orders nisi of the cause, the auctioneer's charges for selling the land, the costs of the trustee's bond and the court costs of the cause; unto Frances B. Seth certain taxes directed to be allowed to her by the order of the court filed in this cause; unto the said Frances B. Seth, in her own right, one-half of the sales remaining after these allowances or one-half of the net sales and unto Frances B. Seth as executrix of Catherine L. Seth one half of the net sales on account of the claim of Catherine L. Seth against Alexander L. Seth, the difference between \$171.90 awarded to this executrix and \$163.39, the amount of her claim, is allowed as interest on the claim.

Which is respectfully submitted.

January 23, 1931.

MADISON BROWN,  
Auditor.

Cause No. 2779.

The proceeds of the sale of the real estate of Alexander L. Seth, deceased and of Frances B. Seth, living, in account with Edwin H. Brown, junior, the trustee appointed by the decree of this cause to sell said real estate.

1930,	CR.	
July		
22	By gross amount of the sales of the real estate made and reported by said trustee per his report filed . . . . .	\$600.00
"	DR.	
	To Edwin H. Brown, jr., trustee, for his commissions for making the sale per rule of court, the sum of	\$ 41.50
	To do., for the costs of advertising in the Centreville Record notice of sale and nisi thereon per account for same exhibited, to wit: the sum of	38.75

To do., for the costs of his bond filed herein paid corporate surety thereon per receipted account for same exhibited, to wit: the sum of 5.00

To do., for the charges of the auctioneer crying the sale made, per account for same exhibited, the sum of 10.00

To do., for the court costs of this cause per the Clerk's statement as follows:

Costs of B. H. Turner, Clerk, . . . . .	\$60.00	
Appear. fee of plaintiffs' attorneys . . . . .	10.00	
Appear. fee of defendants' attorneys . . . . .	10.00	
Costs of E. R. Downes, Reg. Wills-Balto. City. . . . .	4.50	
Costs of James A. Spence, Reg. Wills, Talbot . . . . .	3.00	
Costs of sheriff (Faulkner) of Talbot County . . . . .	.60	
Costs of H.B.W. Mitchell, examiner . . . . .	12.00	
Costs of Verna Mears, examiner's clerk . . . . .	2.00	
Fee of Lida Hopkins, guardian ad litem . . . . .	4.00	106.10

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

Amounts carried forward . . . . . \$204.35 \$600.00

Cause No. 2779.

DR. CR.

Amounts brought forward . . . . . \$204.35 \$600.00

DR.

To Frances B. Seth, for taxes of year 1928 on the land sold paid or caused to be paid by her, per her petition and order of court thereon amounting to the sum of . . . . . 21.35

To Frances B. Seth, for taxes of year 1929 on the land sold paid or caused to be paid by her, per her petition and order of court thereon amounting to the sum of . . . . . / . . . . . 21.50

To Madison Brown, auditor, for stating this account . . . . . 9.00

To balance carried below . . . . . 343.80

\$600.00 \$600.00

CR.

By balance brought down . . . . . \$343.80

DR.

To Frances B. Seth in her own right  
1/2 of the above balance, to wit: . . . . . \$171.90

To Frances B. Seth as executrix of Catherine L. Seth, creditor of Alexander L. Seth, on account of the claim of Catherine L. Seth vs. Alexander L. Seth, 1/2 of the above balance, to wit: . . . . . 171.90

\$343.80 \$343.80

January 23, 1931.

MADISON BROWN

Filed Jany. 23rd, 1931.

Auditor.

NISI RATIFICATION OF AUDIT

Catherine L. Seth, widow et al.

VS.

Louis S. Newton et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

Case No. 2779.

ORDERED, This 23rd. day of January in the year nineteen hundred and thirty one that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of February 1931; provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of February 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Jany. 23rd, 1931.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed Nov. 23rd, 1931.

NISI RATIFICATION OF AUDIT

Catherine L. Seth, widow, et al,

vs.

Louis S. Newton, et al.

In The Circuit Court For Queen Anne's County, in Equity. Case No. 2779.

ORDERED, This 23rd day of January in the year nineteen hundred and thirty-one that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st day of February, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of February, 1931, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk

True copy,

Test: B. HACKETT TURNER, Clerk

Filed January 23, 1931.

THE CENTREVILLE RECORD

Centreville, Md. Nov. 10, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Catherine L. Seth, widow, et al. vs. Louis S. Newton, et. al. Case No. 2779 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 14th day of February in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

Order of Court  
Filed Nov. 16th, 1931.

By L. Hopkins

Seth In the Circuit Court for Queen Annes County, in Equity.

vs.

#2779.

Newton

Ordered this 16th day of November, 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 Madison Brown auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although the nisi ratification of audit appears to have been duly published, and the trustee is hereby directed to disburse the funds according to said audit, with a due proportion of interest.

THOMAS J. KEATING.

Filed Nov. 16th, 1931.

1136812







1136812

Cause No. 2808.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eleventh day of February, in the year nineteen hundred and thirty, the following Transcript of Record from the Circuit Court for Kent County was filed for record, to wit:-

MARYLAND, SCT:

At a Session of the Circuit Court for the Second Judicial Circuit of Maryland, sitting in Chancery, begun and held at the Court House, in Chestertown, in and for Kent County, State aforesaid, on the first Monday of September in the year 1923.

Were Present

Honorable William H. Adkins, Chief Judge

Honorable Lewin W. Wickes, Associate Judge

Honorable Thomas J. Keating, Associate Judge

J. Thomas Hadaway, Esquire, Sheriff

Robert R. Ayres, Clerk

Among other proceedings had, was the following, to wit:

ORDER TO DOCKET SUIT

(Filed May 31, 1923)

S. Scott Beck	(	In the Circuit Court for
Assignee	)	Kent County
vs.	(	In Equity No. 2229.
Millington Electric	)	
Power and Ice Plant	)	

Mr. Robert R. Ayres, Clerk:-

Please docket the above entitled Cause on the Equity side, make certified copy of Mortgage from Millington Electric Power and Ice Plant, Inc. to Herman Steinke, dated May 16th, 1922 and recorded in Liber A. P. R. No. 9, folio 417 etc., together with all assignments, file same herein and enter my appearance for Plaintiff, as well as Assignee's Bond.

says, S. Scott Beck  
Attorney for Plaintiff.

CERTIFIED COPY OF MORTGAGE

(Filed May 31, 1923)

Millington Electric Power	(	Be it remembered, that on this 17th day of
and Ice Plant, Inc.	)	March 1922, there was filed to be recorded a-
To	(	mong the Land Records for Kent County, a Mort-
Herman Steinke	)	gage, which is in the following words, to wit:

This Mortgage, Made this 16th day of May, in the year nineteen hundred and twenty two, by and between Millington Electric Power and Ice Plant, Inc., a corporation duly incorporated under the Laws of the State of Delaware, Mortgagor, of the one part, and Herman Steinke, of Kent County and State of Maryland, mortgagor, of the other part.

Whereas, the said Mortgagor is justly indebted unto the said Mortgagee in the full sum of \$11,700.00, being balance of purchase money for the hereinafter described property to be payable upon the following terms and conditions: \$75.00 one month from the date hereof with lawful interest on the principal sum then due and \$75.00 on each and every 95 consecutive months hereafter with lawful interest on the principal sum then due at each of the aforesaid stated periods and \$4575.00 payable on the 96 consecutive month from the day of the date hereof with lawful interest on the principal sum then due, all of which is evidenced by 96 promissory notes passed by the said Mortgagor to the said Mortgagee all bearing even date herewith; 95 of them being for the sum of \$75.00 each with interest as called for by this Mortgage and the remaining note for the balance of said principal mort-

gage debt of \$4575.00 payable on the 96 consecutive month from this date and all 96 of which notes are endorsed on the back by Wladyslaw Borecki and John T. Laskowski.

And Whereas, this Mortgage is made to secure the payment of said debt, and the interest thereon in the manner and at the times above limited and the performance of all the covenants hereinafter mentioned - the execution hereof being a condition precedent to the making of said loan.

Now This Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar the said Millington Electric Power and Ice Plant, Inc. does grant and convey unto the said Herman Steinke, his heirs and assigns, in fee simple, all that Mill Property, Mill Seat, Pond, Ponds, tract, tracts or parcels of land and premises situate, lying and being partly in Kent County and partly in Queen Anne's County in the State of Maryland, and more particularly described by metes and bounds, courses and distances, in a deed from the said Herman Steinke and Margareta Steinke, his wife, to the Millington Electric Power and Ice Plant, Inc., a corporation duly incorporated under the Laws of the State of Delaware, dated May 16th, 1922, duly executed, acknowledged, delivered and intended to be recorded among the Land Records of Kent and Queen Anne's Counties 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 tracts or parcel of ground and premises unto and to the proper use and benefit of the said Herman Steinke, his heirs and assigns forever.

Provided, that if the said Millington Electric Power and Ice Plant, Inc., its successors and assigns, shall well and truly pay or cause to be paid to the said Herman Steinke, his personal representatives or assigns, the aforesaid principal mortgage indebtedness with interest as aforesaid, when and as the same shall become due and payable; and shall perform all the covenants herein on its part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Millington Electric Power and Ice Plant, Inc., its successors and assigns, 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 taxes, assessments, public dues, charges, insurance premiums, mortgage debt and interest, the said Millington Electric Power and Ice Plant, Inc., for itself, its successors and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said debt 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 Herman Steinke, his heirs, executors, administrators and assigns, or S. Scott Beck, their Attorney or Agent, is hereby authorized and empowered at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest, charges, insurance premiums, 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 Kent County and Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which said sale shall 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 a commission to the party making 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, Herman Steinke, his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, Millington Electric Power and Ice Plant, Inc., its successors or assigns, or to whoever may be entitled to the same. But in case said Mortgage debt, interest charges and costs are paid after default (and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by any one entitled to pay the same, or said sale is withdrawn at the request of said Mortgagor, or any of them, then the said Mortgagor, for its successors and assigns, do hereby further covenant to and with the said Mortgagee, Herman Steinke, his heirs, personal representatives and assigns, to pay to the party undertaking to make sale of said property under the powers hereinbefore granted, a commission on the said Mortgage debt and accrued interest thereon, equal to one-half of the commission allowed trustees for making sale of property by virtue of a decree of the Court having equity jurisdiction in the State of Maryland, together with all costs incurred, including a counsel or attorney's fee of thirty dollars.

And the said Millington Electric Power and Ice Plant, Inc. for its successors 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 amount of at least their fair insurable value, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Herman Steinke, his personal representatives or assigns, to the extent of his or their lien or claim hereunder.

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And the said Mortgagor for itself, its successors and assigns does further covenant to pay unto the said Mortgagee, or his personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this mortgage, paid by the said Mortgagee or his personal representatives or assigns hereunder.

And the said Mortgagor does further covenant that it 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.

And the said Mortgagor by resolution duly passed on the 15th day of May 1922, has appointed and does hereby appoint Harry P. Joslyn as its Attorney, for it and in its name to acknowledge this Mortgage to the intent that the same may be duly recorded.

In Testimony Whereof, the said Millington Electric Power and Ice Plant, Inc. has caused its corporate name to be hereunto subscribed by Wladyslaw Borecki, its President and its Corporate Seal to be hereunto affixed by John T. Lasowski, its Secretary.

MILLINGTON ELECTRIC POWER AND ICE PLANT, INC.

Test:

By, Wladyslaw Borecki

Alice R. Smith

President.

By, John T. Lasowski

Secretary.

State of Maryland, Kent County, to wit:

I hereby certify, that on this 16th day of May 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 Harry P. Joslyn, Attorney, and he acknowledged the aforesaid Mortgage to be the act of the Millington Electric Power and Ice Plant, Inc.

As Witness my hand and Notarial Seal.

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\$ NOTARIAL \$
\$ SEALS \$
\$ PLACE \$
\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$

Alice R. Smith
Notary Public.

State of Maryland, Kent County, to wit:

I hereby certify, that on this 16th day of May 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 Herman Steinke and made oath in due form of law, that the consideration set forth in the aforesaid Mortgage, is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

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\$ NOTARIAL \$
\$ SEALS \$
\$ PLACE \$
\$

Alice R. Smith
Notary Public.

And was duly recorded by,

Robert R. Ayres, Clerk

For value received, I hereby assign the within and aforesaid Mortgage to S. Scott Beck for foreclosure. As witness my hand and seal this 19th day of May 1923.

Witness : Alice R. Smith Herman Steinke (seal)

Filed and recorded May 31st, 1923 by,

Robert R. Ayres, Clerk

State of Maryland, Kent County, to wit:

I hereby certify, that the aforesaid mortgage and assignment thereof, is a true copy of same as copied from Liber A. P. R. No. 9, folio 417, a Land Record Book for Kent County, Md.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Kent County and State aforesaid, this 31st day of May 1923.

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\$ SEALS \$
\$ PLACE \$
\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$

Robert R. Ayres, Clerk

CERTIFIED COPY OF BOND

(Filed May 31, 1923)

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 TWENTY THOUSAND (\$20,000.00) DOLLARS, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our, and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents; Sealed with our seals and dated this 31st day of May in the year one thousand nine hundred and twenty three.

Whereas, the Millington Electric Power and Ice Plant, Inc. by deed of mortgage dated the 16th day of May 1922, duly executed, acknowledged and recorded among the Land Records for Kent County, State of Maryland, in Liber A. P. R. No. 9, folio 417 etc., conveyed to Herman Steinke certain real estate mentioned therein, to secure the payment of the sum of \$11,700.00 and interest thereon, which said mortgage was assigned to the said S. Scott Beck for the purpose of foreclosure; and

Whereas, in the event of any default being made in any condition of the said mortgage or the payment of the mortgage debt or the interest thereon when due, power and authority was given therein to sell the mortgaged premises; and

Whereas, default has been made in the condition of the said mortgage by reason of the failure of said mortgagor to pay the mortgage debt and interest thereon, as and when the same became due and payable, and the said S. Scott Beck, Assignee, is about to execute said power of sale by selling said mortgaged real estate.

Now the Condition of the above obligation is such, that if the above bounden S. Scott Beck shall well and faithfully perform any order or decree which shall be made by any Court of Equity, in relation to the sale of such mortgaged property or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Harry F. Jefferson

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\$ SEALS \$  
\$ PLACE \$  
\$\$\$\$\$\$\$\$\$\$

S. Scott Beck (seal)

THE NATIONAL SURETY COMPANY

By, S. Scott Beck  
Attorney-in-fact.

The above Bond and Surety approved May 31st, 1923.

Robert R. Ayres, Clerk

State of Maryland, Kent County, to wit:

I hereby certify, that the above Bond is a true copy of same as filed in Case No. 2229 in Equity, of S. Scott Beck, Assignee vs. Millington Electric Power and Ice Plant, Inc. as the same remains on file and as of record in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court for County and State aforesaid this 31st day of May 1923.

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\$ PLACE \$  
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Robert R. Ayres, Clerk.

REPORT OF SALE

(Filed June 27, 1923)

S. Scott Beck

Assignee

vs.

Millington Electric Power and Ice Plant, Inc.

(  
(  
(  
(  
(  
(  
(

In the Circuit Court for

Kent County

In Equity No. 2229.

To the Honorable, the Judges of said Court:

The Report of S. Scott Beck, Assignee of a Mortgage from Millington Electric Power and Ice Plant, Inc. to Herman Steinke, dated the 16th day of May 1922, and recorded among the Land Records of Kent County, Maryland, in Liber A. P. R. No. 9, folio 417 etc. and also recorded among the Land Records for Queen Anne's County in Liber J. F. R. No. 9, folio 24 &c. and which mortgage was by

the said Herman Steinke duly assigned to S. Scott Beck on the 19th day of May 1923, said assignment being recorded at the bottom og said mortgage, respectfully shows:

That default having been made under said mortgage by reason of the failure of the Mortgagors to pay the principal and interest on the note or bond secured by said Mortgage when the same became due and payable on April 16, 1923, the said S. Scott Beck, Assignee as aforesaid, proceeded to execute the power of sale in said mortgage contained and make sale of the mortgaged real estate; and after having given more than 20 days notice of the time, place, manner and terms of sale by publication in The Kent News, a newspaper printed and published in Kent County, and also in The Centreville Record, a newspaper printed and published in Queen Anne's County, once a week for four successive weeks prior to the day of sale, and having given Bond with security approved by the Clerk of this Court, he did, on Tuesday, June 26th, 1923, at eleven-thirty o'clock A. M., in front of the Court House Door at Chestertown, Maryland, offer the mortgaged real estate at public auction, and then and there sold the same to Herman Steinke at and for the sum of Ten thousand (\$10,000.00) dollars, he being then and there the highest bidder for same.

Your Assignee furthe reports that said real estate is located partly in Queen Anne's County and partly in Kent County, and more particularly described by metes and bounds, courses and distances, in a Deed from Herman Steinke and wife to The Millington Electric Power and Ice Plant, Inc. dated May 16th, 1922 and duly recorded among the aforesaid Land Records and containing over 100 acres of land, more or less.

And your Assignee further reports that just prior to offering the above described property at Public Auction, he announced from the Court House Door that the purchaser would be entitled to the equity of the Mortgagor in and to one 45 Horse Power Oil Engine and Accessories which was permanently installed in the Electric Light Plant and which was subject to a Conditional Contract of Sale duly executed and recorded in favor of Power Manufacturing Company, Marion, Ohio.

And your Assignee further reports that the sale was fairly made and that the purchaser has made satisfactory compliance with the terms of sale.

Respectfully submitted,

S. Scott Beck, Assignee.

State of Maryland, Kent County, to|wit:

I hereby certify, that on this 27th day of June 1923, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared S. Scott Beck, Assignee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale ate true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Witness my hand and Notarial Seal.

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\$ NOTARIAL \$  
\$ SEALS \$  
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Alice R. Smith  
Notary Public.

PRINTER'S CERTIFICATE OF ADVERTISEMENT

(Filed June 27, 1923)

ASSIGNEE'S SALE OF VALUABLE ELECTRIC LIGHT & ICE PLANT PROPERTIES.

Under and by virtue of the power of sale contained in a mortgage from the Millington Electric Power and Ice Plant, Inc. to Herman Steinke, dated the 16th day of May 1922, and recorded among the Land Records of Kent County, Maryland, in Liber A. P. R. No. 9, folio 117 etc., and also recorded among the Land Records of Queen Anne's County, Maryland, in Liber J. F. R. No. 9, folio 24 etc., and which said mortgage was on the 19th day of May 1923, assigned to S. Scott Beck for foreclosure, the said S. Scott Beck as Assignee of said mortgage, will offer at public sale to the highest bidder, in front of the Court House Door, in Chestertown, Maryland, on Tuesday June 26th, 1923 between the hours of 11:00 A. M. and 12:00 o'clock Noon, All that valuable Mill Property, Mill Seat, Pond, Ponds, Tract, Tracts or Parcels of Land and Premises situated, lying and being partly in Kent County and partly in Queen Anne's County, in the State of Maryland, and more particularly described by metes and bounds, courses and distances, in a deed from Herman Steinke and wife to the Millington Electric Power and Ice Plant, Inc., dated May 16th, 1922, and duly recorded among the aforesaid Land Records and containing over 100 Acres of Land, more or less.

This property is improved by an Electric Light Plant fully equipped with a 60 horse power Water Turbine and a 37½ k. w. Generator, together with all necessary and equipment for generating electric current and power.

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This property is also equipped with a 6 Ton Refrigerating Ice Machine with all necessary accessories.

The other improvements consist of a two-story frame dwelling containing 6 rooms, as well as small stable and other necessary outbuildings.

The Electric Light Plant on this property is now furnishing current and power to the town of Millington, Kent County, Maryland, and is an up-to-date and fully equipped plant. The Ice Plant likewise furnishes ice to the town of Millington which is about  $1\frac{1}{2}$  miles distant.

An excellent opportunity is offered by this sale for a profitable investment.

Term of Sale: One-third of purchase money cash on day of sale and balance to be paid in two equal installments, payable in six and twelve months from day of sale. Deferred payment to bear interest from day of sale, and to be secured to the satisfaction of the undersigned, or all cash at the option of the purchaser. Possession of property will be given on day of sale and the purchaser will be required to pay all State and County taxes to be levied for the year 1923. The purchaser will also be required to pay the costs of title papers and Revenue Stamps.

S. Scott Beck, Assignee

This is to certify, that the annexed Advertisement was inserted in the Kent News, a newspaper printed and published in Kent County, Maryland, once in each of four successive weeks before the 26th day of June 1923.

June 27, 1923

Wm. B. Usilton's Sons, Publishers

PRINTER'S CERTIFICATE ORDER NISI

(Filed Sept. 8, 1923)

S. Scott Beck, Assignee	(	In the Circuit Court for	
vs.	)		
Millington Electric Power	(	Kent County	
and Ice Plant, Inc.	)		
	(	In Equity	No. 2229.

Ordered, this 27th day of June 1923, by the Circuit Court for Kent County in Equity, that the sale of the mortgaged real estate mentioned in these proceedings, made and reported by S. Scott Beck, Assignee, under and by virtue of the power of sale contained in a mortgage Millington Electric Power and Ice Plant, Inc. to Herman Steinke, dated May 16th, 1922, and duly assigned to S. Scott Beck, be ratified and confirmed, unless cause to the contrary be shown on or before the 1st day of September next; provided, a copy of this order be inserted in some newspaper printed and published in Kent County, once in each of four successive weeks before the 30th day of July next.

The Report states the amount of sales to be \$10,000.00.

Robert R. Ayres, Clerk

True copy, Test: Robert R. Ayres, Clerk

This is to certify, that the annexed advertisement was inserted in the Kent News, a newspaper printed and published in Kent County, Maryland, once in each of four successive weeks before the 30th day of July 1923.

8 Sept. 1923.

W. B. Usilton's Sons, Publishers

STATEMENT OF MORTGAGE INDEBTEDNESS

(Filed Sept. 15, 1923)

S. Scott Beck, Assignee	(	In the Circuit Court for	
vs.	)		
	(	Kent County	
Millington Electric Power	)		
and Ice Plant	(	In Equity	No. 2229.

The Millington Electric Power & Ice Plant, Inc.

To Herman Steinke, Dr.

To amount due under Mortgage	\$ 11700.00
Credit by payment of 11 notes @ \$75.00 each	<u>825.00</u>
Principal remaining due	10875.00





To The Centreville Record, Adv. Sale	55.11	
" John T. Jester, Auctioneer	15.00	
" National Surety Company Premium on Bond	70.00	
" Alice R. Smith, Notary fees	.50	
" Ratification Nisi on this Account	<u>3.25</u>	173.36
To the costs of suit:		
To S. Scott Beck, Sol. for Plaintiff	10.00	
" Robert R. Ayres, Clerk	<u>19.95</u>	29.55
To Herbert E. Perkins, Special Auditor, Stating Account		<u>9.00</u>
		656.91
To balance due under Mortgage from Millington Electric Power & Ice Plant, Inc. to Herman Steinke, including interest, as per statement filed \$11001.88		
In part thereof, the remainder		<u>9343.09</u>
		10000.00
		<u><u>10000.00</u></u>

MILLINGTON ELECTRIC POWER AND ICE PLANT, INC. Cr.

1923 June 26	By the proceeds of sale as reported	10000.00
		<u>10000.00</u>

Herbert E. Perkins,  
Special Auditor.

PRINTER'S CERTIFICATE RATIFICATION NISI  
(Filed June 3, 1924)

S. Scott Beck, Assignee	)	In the Circuit Court for	
vs.		Kent County	
Millington Electric Power		In Equity	No. 2229
and Ice Plant, Inc.			

Ordered, this 8th day of October 1923, by the Circuit Court for Kent County, in Equity, that the Auditor's Account and Report, stated and reported by Herbert E. Perkins, Special Auditor, in the above entitled cause, be ratified and confirmed, unless cause to the contrary thereof be shown within three weeks from the date of the first publication of said notice, viz: November 3rd, 1923; provided, a copy of this order be inserted in some newspaper printed and published in Kent County, once in each of two successive weeks before the 29th day of October next.

Robert R. Ayres, Clerk.

True copy,

Test: Robert R. Ayres, Clerk

This is to certify, that the annexed order nisi was inserted in the Kent News, a newspaper printed and published in Kent County, Maryland, once in each of two successive weeks before the 29th day of Oct. 1923.

3 June 1924

W. B. Usilton's Sons, Publishers

ORDER OF COURT RATIFYING AUDIT

(Filed June 7, 1924)

Ordered, this 6th day of June 1924, by the Circuit Court for Kent County, in Equity, 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 preceding order nisi, and the Assignee is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Lewin W. Wickes

And was duly recorded by,

Robert R. Ayres, Clerk

State of Maryland, Kent County, to wit:

I hereby certify, that the foregoing is a true, full and complete transcript of the record of proceedings in the above entitled cause as the same remains on file and of record in the Circuit Court for Kent County, Maryland.

In Testimony Whereof, I hereunto set my hand and affix the seal of the Circuit Court for County and State aforesaid, this 10th day of February in the year 1930.

Seal's  
Place.

ROBERT A. SHALLCROSS Clerk



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Cause No. 2816.

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

WILLIAM R. HORNEY,  
Assignee of Mortgage,  
  
vs.  
  
MEDFORD T. CAHALL,  
Mortgagor.

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

Cause No. 2816.



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 Medford T. Cahall to Charles Q. Snyder, dated March 7th, 1921; and of the assignments thereof, by mesne assignments, to William R. Horney, said mortgage and assignments being recorded in Liber J. F. R. No. 6, folios 424, 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.,

Filed April 12th, 1930.

WM. R. HORNEY  
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENTS  
Filed April 12th, 1930.

.....  
#8471. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the fourteenth day of March, in the year nineteen hundred and twenty-one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this seventh day of March in the year nineteen hundred and twenty-one, by Medford T. Cahall, bachelor, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Medford T. Cahall has borrowed of Charles Q. Snyder of said County and State the full sum of Three Thousand Five Hundred Dollars (\$3,500.00) in order that he, the said Medford T. Cahall may complete the payment of the purchase money on the real estate hereinafter described and conveyed, which said sum of Three Thousand Five Hundred Dollars (\$3,500.00) is to be re-paid with interest at the rate of six per cent per annum, dating from February first, nineteen hundred and twenty-one, payable semi-annually from said date, at the expiration of Five (5) years from the date of these presents, to secure the payment of which said principal indebtedness intended hereby to be secured, and the interest to accrue thereon in the meantime, this PURCHASE MONEY MORTGAGE is executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH THAT, in consideration of the premises and of the sum of One Dollar, the said Medford T. Cahall does hereby grant and convey unto the said Charles Q. Snyder, his heirs and assigns, in fee simple, the following described real estate, to wit:-

A L L of those tracts or parts of tracts of land or farm called "Narborough's Addition", "Knotts' Chance Re-Surveyed", "Bad Beginning" and "Sarah's Fancy", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Hayden to Ingleside, about one and one-half miles from Hayden, and which said tract is contained within the following metes and bounds, courses and distances, to wit:- BEGINNING for the outlines thereof at a white oak marked with fifteen notches, viz: five, five, and five on three sides, being the original beginning of a tract of land called "Narborough's Addition" and running thence North 53 degrees 30 Min. West 26 perches; thence North 3 degrees 30 Min. West 28 perches to Queen Anne's Manor; and with that land North 85 degrees East 168 perches until it intersects with the 4th line of Narborough's Addition; thence with that line South 33 degrees 30 min. East 54 perches until it comes opposite of

the beginning of the 11th line of a tract of land called "Knotts' Chance Re-Surveyed"; thence to and with that line North 88 degrees 15 min. East  $21\frac{1}{2}$  perches; thence South  $203\frac{1}{2}$  perches to the end of the 24th line of the tract of land called "Sarah's Fancy"; thence South 17 degrees 30 min. East 70 perches to that part of "Sarah's Fancy" heretofore sold by one Nathan Godwin to a certain Anthony Richardson; and with that land reversed South 46 degrees West  $40\frac{1}{2}$  perches to the land of John Rossiter, deceased, and with that land North 75 degrees 30 min. West 37 perches to the 2nd line of "Narborough's Addition"; and with that line North 30 degrees 45 min. East 77 perches to the end thereof; then with the 3rd line of Narborough North 48 degrees West 270 perches; and from thence with a straight line to the beginning at the white oak aforesaid, containing TWO HUNDRED AND THIRTY THREE ACRES AND FIVE-EIGHTHS OF AN ACRE OF LAND, more or less. EXCEPTING therefrom about SEVENTY THREE ACRES of land sold to John Robinson-S. C. D. #8, fol. 172; W. J. Sennate-J. W. #7, fol. 103; W. J. Kimbles-W. D. #3, fol. 77; Alexander Hutchins-J. W. #8, fol. 343; and Thomas Sewell and Robert Wright, later sold by Jos. E. Wilson to Chas. Dewilde, but for which no deed appears of record.

LEAVING IN SAID TRACT HEREBY MORTGAGED AND CONVEYED the quantity of ONE HUNDRED AND SIXTY ACRES OF LAND (160 acres) more or less.

BEING the same land described and conveyed in the deed from Fred R. Owens, Trustee, to the said Medford T. Cahall, dated \_\_\_\_\_ and which said deed is intended to be recorded immediately preceding the recording of this Purchase Money Mortgage.

And being also the same land described in the deed from Hewson E. Lannan and wife to Joseph E. Wilson, by deed dated October 30th. 1899, and recorded in Liber W. H. C. #10, fol. 75, to which said deed and the references therein contained, reference is hereby specially made.

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

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

PROVIDED, that if the said Mortgagor, his executors, administrators or assigns, shall well and truly pay to the said Mortgagee, his executors, administrators or assigns, the aforesaid sum of Three Thousand Five Hundred Dollars (\$3,500.00), 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 herein on his part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagor, his heirs and assigns, shall possess said property.

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

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Mortgagee, his executors, administrators or assigns, or JAMES T. BRIGHT, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as 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 Mortgagor, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant, or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Mortgagee, his executors, administrators or assigns, or JAMES T. BRIGHT, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement,

Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Annes County, in Equity, and which said costs, expenses and commissions the said Mortgagor, 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.

Medford T. Cahall

(SEAL)

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

I HEREBY CERTIFY, that on this eighth day of February, in the year nineteen hundred and twenty-one, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Medford T. Cahall, the Mortgagor above named, and acknowledged the foregoing Mortgage to be his act and deed.

And at the same time also before me personally appeared Charles Q. Snyder, the Mortgagee above named, and made oath in due form of law that the consideration stated in the foregoing Mortgage to be true and bona fide as therein set forth.

Ezekiel M. Forman  
Justice of the Peace.

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

For Value Received, I do hereby assign the within and foregoing Mortgage unto The Trustees of the Methodist Protestant Church of Centreville, in Queen Annes County, State of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland. Witness my hand and seal this ninth day of March, in the year nineteen hundred and twenty one.

TEST: James T. Bright.

Chas. Q. Snyder

(SEAL)

Queen Anne's County, to wit: Be it remembered that on the first day of October, in the year 1923, the following Assignment was brought to be recorded, to wit:

For value received and pursuant to a resolution of The Trustees of the Methodist Protestant Church at Centreville in Queen Anne's County, in the State of Maryland, authorizing, directing and empowering the undersigned, the President and the Secretary of said The Trustees of the Methodist Protestant Church at Centreville in Queen Anne's County, in the State of Maryland, to make this assignment of the within and foregoing mortgage and to affix the corporate seal of said body corporate hereto, the within and foregoing mortgage is hereby transferred and assigned to The Queen Anne's National Bank of Centreville, a body corporate, as collateral security to a promissory note from the said The Trustees of said church to the said The Queen Anne's National Bank of Centreville for thirty five hundred dollars, of even date herewith, and payable six months from its date, together with interest thereon, and all renewals of said promissory note, whether in whole or in part.

Witness the name of said body corporate by its President and the corporate seal of said body corporate attested by its Secretary, this first day of October, nineteen hundred and twenty three.

THE TRUSTEES OF THE METHODIST PROTESTANT  
CHURCH AT CENTREVILLE IN QUEEN ANNE'S  
COUNTY IN THE STATE OF MARYLAND.  
BY

WITNESS:

Katherine Fowler Seal's  
Place.

Chas. Q. Snyder  
PRESIDENT.

ATTEST: J. Thomas Holland,  
Secretary.

Queen Anne's County, to wit: Be it remembered that on the twelfth day of April, in the year 1930, the following Assignments were brought to be recorded, to wit:-

For value received, the within and foregoing mortgage is hereby transferred and assigned, but without recourse or guarantee, unto The Trustees of the Methodist Protestant Church at Centreville, in Queen Anne's County, in the State of Maryland.

In Testimony whereof, THE QUEEN ANNE'S NATIONAL BANK OF CENTREVILLE, a body corporate, has caused these presents to be signed by its president and its corporate seal to be hereto affixed and attested by its cashier, this 12th day of April, in the year nineteen hundred and thirty.

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Attest: J. Lemuel Roberts, Cashier. by THE QUEEN ANNE'S NATIONAL BANK OF CENTREVILLE,

Witness: Mildred C. Dryden.

John L. Rhodes  
President.

Corporate  
Seal's  
Place.

FOR VALUE RECEIVED and pursuant to a resolution of The Trustees of the Methodist Protestant Church at Centreville in Queen Anne's County in the State of Maryland, a body corporate, authorizing, directing and empowering the undersigned, the President and the Secretary of said body corporate to make this assignment of the within and aforegoing mortgage and to affix the corporate seal of said body corporate hereto, the within and aforegoing mortgage is hereby transferred and assigned to William R. Horney, of Queen Anne's County aforesaid, for the purpose of collection by foreclosure or otherwise.

WITNESS the name of said body corporate by its President and the corporate seal of said body corporate attested by its Secretary, this Twelfth day of April, nineteen hundred and thirty:

TEST: J. Lemuel Roberts. Corporate Seal's Place. THE TRUSTEES OF THE METHODIST PROTESTANT CHURCH AT CENTREVILLE IN QUEEN ANNE'S COUNTY IN THE STATE OF MARYLAND.

ATTEST:

J. Thomas Holland  
Secretary.

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber J. F. R. No. 6, folios 424 etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 12th. day of April, A. D. nineteen hundred and thirty.

B. HACKETT TURNER  
C L E R K

CERTIFIED COPY OF BOND  
Filed May 2nd, 1930.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of May, in the year 1930, 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 third day of May, in the year nineteen hundred and thirty.

WHEREAS, a certain mortgage from Medford T. Cahall, to Charles Q. Synder, bearing date the seventh day of March, nineteen hundred and twenty one, and recorded in Liber J. F. R. No. 6, folios 424 etc. a land record book for Queen Anne's County aforesaid, has been by mense assignments duly assigned to the said William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage.

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

William R. Horney (SEAL)

Signed, sealed and delivered in the presence of: Hilda T. Seward  
ATTEST:  
Hilda T. Seward.

SEAL'S PLACE.

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 2nd. 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. 77 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 second day of May, in the year 1930.

Seal's Place.

B. HACKETT TURNER  
Clerk.

REPORT OF SALE  
Filed May 19th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,  
vs.  
MEDFORD T. CAHALL,  
Mortgagor.

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

Cause No. 2816.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That default was made by the mortgagor by reason of the non-payment of the principal mortgage debt 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 herein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from Medford T. Cahall to Charles Q. Snyder, bearing date the 7th day of March, 1921, and recorded in Liber J. F. R. No. 6, folios 424, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned, by mesne assignments, to the said William R. Horney, said assignments being 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 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 13th day of May, 1930, at the hour of 1:00 o'clock P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, default having occurred therein as hereinbefore stated, proceeded to sell the real estate described in and granted by said mortgage, that is to say: he then and there offered at public

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sale to the highest bidder the real estate described in said advertisement of sale and in said mortgage, to wit: ALL of those tracts or parts of tracts of land or farm, called "Narborough's Addition", "Knotts' Chance Re-surveyed", "Bad Beginning" and "Sarah's Fancy", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Hayden to Ingleside, about one and one-half miles from Hayden, and containing one hundred and sixty (160) acres of land, more or less, and sold the same to The Trustees of the Methodist Protestant Church at Centreville in Queen Anne's County, in the State of Maryland, a body corporate, at and for the sum of Two Thousand Dollars (\$2,000.00), it 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 required to pay all of the State and County taxes levied for the year 1930; that the Assignee would pay all taxes then due and in arrear; 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 body corporate, The Trustees of the Methodist Protestant Church at Centreville in Queen Anne's County, in the State of Maryland, 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 19th 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 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 19th, 1930.

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

\$2,000.00.

CERTIFICATE OF ADVERTISEMENT OF SALE  
Filed May 19th, 1930.

#### ASSIGNEE'S SALE OF VALUABLE FARM

Default having occurred in the terms of the mortgage from Medford T. Cahall to Charles Q. Snyder, dated March 7th, 1921, and recorded in Liber J. F. R. No. 6, folios 424, etc., a land record book for Queen Annes County, Maryland, the undersigned assignee by mesne assignments, 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 Annes County, Maryland, on TUESDAY, MAY 13, 1930 beginning at the hour of one o'clock, p. m., the following described real estate, to wit:

ALL of those tracts or parts of tracts of land or farm, called "Narborough's Addition," "Knotts' Chance Re-surveyed", "Bad Beginning" and "Sarah's Fancy", or by whatsoever other name or names the same may be called or known situate, lying and being in the Sixth Election District of Queen Annes county, State of Maryland, on the public road leading from Hayden to Ingleside, about one and one-half miles from Hayden, and containing 160 ACRES OF LAND more or less.

The improvements consist of a two story frame dwelling, stable and granary and other outbuildings in fair condition.

This farm is ideally situated, being near a school church and country stores, 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 will be given upon compliance with the terms of sale. 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., May 19th, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the ASSIGNEE'S SALE in the case of "William R. Horney, Assignee of Mortgage, vs. Medford T. Cahall, Mortgagor", a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, the first publication having been made on the 17th day of April, 1930, more than twenty days before the 13th day of May in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

"EXHIBIT A". Filed May 19th, 1930.

N I S I

WILLIAM R. HORNEY Assignee of Mortgage VS. MEDFORD T. CAHALL, Mortgagor.	}	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 2816.
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ORDERED, This 19th day of May A. D., 1930, 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 July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 23rd day of June next.

The Report states the amount of sales to be \$2000.

B. HACKETT TURNER

Clerk.

Filed May 19th, 1930.

CERTIFICATE OF ADVERTISEMENT OF ORDER NISI  
 Filed July 26th, 1930.

NISI

WILLIAM R. HORNEY, ASSIGNEE OF  
 MORTGAGE  
 vs.  
 MEDFORD T. CAHALL,  
 MORTGAGOR

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY, CHANCERY NO. 2816.

ORDERED, This 19th day of May, A. D., 1930, 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 July, ext; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 23rd day of June, next.

The Report states the amount of sales to be \$2000.

B. HACKETT TURNER, Clerk.

True Copy Test-

B. HACKETT TURNER, Clerk.

Filed-May 19th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., July 26th, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of "William R. Horney, Assignee of Mortgage, vs. Medford T. Cahall, Mortgagor", a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, the first publication

having been made on the 23rd day of May, 1930, more than four weeks before the 23rd day of June in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed July 26, 1930.

PETITION FOR SUBSTITUTION OF PURCHASER  
Filed June 25th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

MEDFORD T. CAHALL,  
Mortgagor.

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

Cause No. 2816.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of The Trustees of the Methodist Protestant Church at Centreville in Queen Anne's County, in the State of Maryland, a body corporate, and John S. Kimbles, of Queen Anne's County aforesaid, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the Report of Sale filed in this cause on the nineteenth day of May, nineteen hundred and thirty, the said body corporate became the purchaser at the sale therein mentioned of the real estate therein described.

2. That the said body corporate now desires to have the said John S. Kimbles substituted as purchaser of said real estate in the place and stead of the said body corporate, and the said John S. Kimbles also desires that said substitution be made as appears from the fact that he is one of the Petitioners hereof.

Your Petitioners, therefore, pray this Honorable Court to pass an order substituting the said John S. Kimbles as purchaser of said real estate in the place and stead of said body corporate and directing William R. Horney, Assignee of Mortgage and Vendor of said real estate, to convey said real estate unto the substituted purchaser upon the payment of the full purchase price.

Respectfully submitted,

THE TRUSTEES OF THE METHODIST  
PROTESTANT CHURCH AT CENTRE-  
VILLE IN QUEEN ANNE'S COUNTY,  
IN THE STATE OF MARYLAND.

ATTEST:

J. THOMAS HOLLAND  
Its Secretary.

by Ludlow Gafford  
Its President.

JOHN S. KIMBLES

Filed June 25th, 1930.

Church  
Seal's  
Place.

CONSENT OF ASSIGNEE AND VENDOR

I, William R. Horney, Assignee of Mortgage and Vendor, do hereby consent to the substitution of John S. Kimbles as purchaser of the real estate mentioned in the foregoing Petition in the place and stead of the said body corporate, The Trustees of the Methodist Protestant Church at Centreville, in Queen Anne's County, in the State of Maryland.

WILLIAM R. HORNEY  
Assignee of Mortgage and Vendor.

Filed June 25th, 1930.

ORDER OF COURT

Upon the foregoing Petition and Consent, IT IS 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 John S. Kimbles be and he is hereby substituted as purchaser of the real estate described in the REPORT OF SALE filed in this cause in the place and stead of the body corporate, The Trustees of the Methodist Protestant Church at Centreville in Queen Anne's County, in the State of Maryland; and that William R. Horney, Assignee of Mortgage and Vendor making the sale, be and he is hereby authorized, directed

and empowered, upon the payment unto him in full of the purchase money, to convey the said real estate unto the said John S. Kimbles in the same manner as if the said John S. Kimbles had been the original purchaser at said sale.

Filed July 26th, 1930.

LEWIN W. WICKES

STATEMENT OF MORTGAGE DEBT  
Filed July 26th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

VS.

MEDFORD T. CAHALL,  
Mortgagor.

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

Cause No. 2816.

STATEMENT OF MORTGAGE DEBT

Statement of principal mortgage debt and interest owing as of the day of sale, under the mortgage from Medford T. Cahall to Charles Q. Snyder, bearing date the 7th day of March, 1921, and recorded in Liber J. F. R. No. 6, folios 424, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was by mesne assignments duly assigned to the said William R. Horney, said assignments being 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 the 1st day of February, 1929, (the date of last interest payment), to the 13th day of May, 1930, (the date of the sale of the real estate made and reported in this cause), to wit:----- 269.50

Total amount of principal mortgage debt and interest owing as of the said 13th day of May, 1930, to wit:----- \$3,769.50

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

I HEREBY CERTIFY that on this 26th day of July, in the year nineteen hundred and thirty, 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 July 26th, 1930.

THIS MORTGAGE, Made this seventh day of March in the year nineteen hundred and twenty-one, by Medford T. Cahall, bachelor, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Medford T. Cahall has borrowed of Charles Q. Snyder of said County and State the full sum of Three Thousand Five Hundred Dollars (\$3,500.00) in order that he, the said Medford T. Cahall, may complete the payment of the purchase money on the real estate hereinafter described and conveyed, which said sum of Three Thousand Five Hundred Dollars (\$3,500.00) is to be re-paid, with interest at the rate of six per cent per annum, dating from February first, nineteen hundred and twenty-one, payable semi-annually from said date, at the expiration of Five (5) years from the date of these presents, to secure the payment of which said principal indebtedness intended hereby to be secured, and the interest to accrue thereon in the meantime, this PURCHASE MONEY MORTGAGE is executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH THAT, in consideration of the premises and of the sum of One Dollar, the said Medford T. Cahall does hereby grant and convey unto the said Charles Q. Snyder, his heirs and assigns, in fee simple, the following described real estate, to wit:-

A L L of those tracts or parts of tracts of land or farm called "Narborough's Addition," "Knotts' Chance Re-surveyed", "Bad Beginning" and "Sarah's Fancy", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Hayden to Ingleside, about one and one-half miles from Hayden, and which said tract is contained within the following metes and bounds, courses and distances, to wit:- BEGINNING for the outlines thereof at a white oak marked with fifteen notches, viz: five, five, and five on three sides, being the original beginning, of a tract of land called "Narborough's Addition" and running thence North 53 degrees 30 min. West 26 perches; thence North 3 degrees 30 min. West 28 perches to Queen Anne's Manor; and with that land North 85 degrees East 168 perches until it intersects with the 4th line of Narborough's Addition; thence with that line south 33 degrees 30 min. East 54 perches until it comes opposite of the beginning of the 11th line of a tract of land called "Knotts' Chance Re-surveyed"; thence to and with that line North 88 degrees 15 min.



East  $21\frac{1}{2}$  perches; thence South  $203\frac{1}{2}$  perches to the end of the 24th line of the tract of land called "Sarah's Fancy"; thence South 17 degrees 30 min. East 70 perches to that part of Sarah's Fancy"; thence South 17 degrees 30 min. East 70 perches to that part of "Sarah's Fancy" heretofore sold by one Nathan Godwin to a certain Anthony Richardson; and with that land reversed South 46 degrees West  $40\frac{1}{2}$  perches to the land of John Rossiter, deceased, and with that land North 76 degrees 30 min. West 37 perches to the 2nd line of "Narborough's Addition"; and with that line North 30 degrees 45 min. East 77 perches to the end thereof; then with the 3rd line of Narborough North 48 degrees West 270 perches; and from thence with a straight line to the beginning at the white oak aforesaid, containing TWO HUNDRED AND THIRTY THREE ACRES AND FIVE-EIGHTS OF AN ACRE OF LAND, more or less. EXCEPTING therefrom about SEVENTY THREE ACRES of land sold to John Robinson-S. C. D. #8, fol. 172; W. J. Sennate-J. W. #7, fol. 103; W. J. Kimbles-W. D. #3, fol. 77; Alexander Hutchins-J. W. #8, fol. 343; and Thomas Sewell and Robert Wright, later sold by Jos. E. Wilson to Chas. Dewilde, but for which no deed appears of record. LEAVING IN SAID TRACT HEREBY MORTGAGED AND CONVEYED the quantity of ONE HUNDRED AND SIXTY ACRES OF LAND (160 acres) more or less.

BEING the same land described and conveyed in the deed from Fred R. Owens, Trustee, to the said Medford T. Cahall, dated \_\_\_\_\_ and which said deed is intended to be recorded immediately preceding the recording of this Purchase Money Mortgage.

And being also the same land described in the deed from Hewson E. Lannan and wife to Joseph E. Wilson, by deed dated October 30th, 1899, and recorded in Liber W. H. C. #10, ol. 75, to which said deed and the references therein contained, reference is hereby specially made.

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

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

PROVIDED, that if the said Mortgagor, his executors, administrators or assigns, shall well and truly pay to the said Mortgagee, his executors, administrators or assigns, the aforesaid sum of Three Thousand Five Hundred Dollars (\$3,500.00), 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 herein on his part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagor, 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 Mortgagee, his executors, administrators or assigns, or JAMES T. BRIGHT their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as 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 Mortgagor, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Mortgagee, his executors administrators, or assigns, or JAMES T. BRIGHT their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Annes County, in Equity, and which said costs, expenses and commissions the said Mortgagor, for himself and for his heirs, executors, administrators and assigns, here-



by covenants to pay.

WITNESS the hand and seal of the Mortgagor.

TEST:- E. M. Forman.

MEDFORD T. CAHALL

(SEAL)

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

I HEREBY CERTIFY, that on this eighth day of February, in the year nineteen hundred and twenty-one, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Medford T. Cahall, the Mortgagor above named, and acknowledged the foregoing Mortgage to be his act and deed.

And at the same time also before me personally appeared Charles Q. Snyder, the Mortgagee above named, and made oath in due form of law that the consideration stated in the foregoing Mortgage to be true and bona fide as therein set forth.

EZEKIEL M. FORMAN  
JUSTICE OF THE PEACE.

For Value Received I do hereby assign the within and foregoing mortgage unto The Trustee of the Methodist Protestant Church of Centreville, in Queen Annes County State of Maryland, a body corporateduly incorporated under the laws of the State of Maryland, Witness my hand and seal this ninth day of March in the year nineteen hundred and twenty one.

TEST: James T. Bright

CHAS. Q. SNYDER

(SEAL)

Assignment filed and recorded March 30th 1921 in Liber J. F. R. #6 Fol. 427, a Land Record Book for Queen Annes Co. Md.

J. F. Rolph Clerk.

For value received and pursuant to a resolution of The Trustees of the Methodist Protestant Church at Centreville in Queen Anne's County, in the State of Maryland, authorizing, directing and empowering the undersigned, the President and the Secretary of said The Trustees of the Methodist Protestant Church at Centreville in Queen Anne's County, in the State of Maryland, to make this assignment of the within and foregoing mortgage and to affix the corporate seal of said body corporate hereto, the within and foregoing mortgage is hereby transferred and assigned to The Queen Anne's National Bank of Centreville, a body corporate, as collateral security to a promissory note from the said The Trustees of said church to the said The Queen Anne's National Bank of Centreville for thirty five hundred dollars, of even date herewith, and payable six months from its date, together with interest thereon, and all renewals of said promissory note, whether in whole or in part.

Witness the name of said body corporate by its President and the corporate seal of said body corporate attested by its Secretary, this first day of October, nineteen hundred and twenty three.

WITNESS:

THE TRUSTEES OF THE METHODIST PROTESTANT  
CHURCH AT CENTREVILLE IN QUEEN ANNE'S COUNTY  
IN THE STATE OF MARYLAND.

Katherine Fowler

ATTEST:

CHAS. Q. SNYDER  
PRESIDENT.

J. Thomas Holland

Secretary

Assignment Recorded October 1st, 1923 in  
Liber J. F. R. No. 6, folio 427, a Land Record  
Book for Queen Anne's County

Church  
Seal's  
Place.

J. F. Rolph, Clerk.

For value received, the within and foregoing mortgage is hereby transferred and assigned, but without recourse or guarantee, unto THE TRUSTEES OF THE METHODIST PROTESTANT CHURCH AT CENTREVILLE IN QUEEN ANNE'S COUNTY, IN THE STATE OF MARYLAND.

In testimony whereof, THE QUEEN ANNE'S NATIONAL BANK OF CENTREVILLE, a body corporate, has caused these presents to be signed by its president and its corporate seal to be hereto affixed and attested by its cashier, this 12 day of April, in the year nineteen hundred and thirty.

Attest:

Seal's J. LEMUEL ROBERTS Cashier  
Place.

THE QUEEN ANNE'S NATIONAL BANK OF CENTREVILLE,  
by

Witness:

Mildred C. Dryden.

JOHN L. RHODES  
President.

FOR VALUE RECEIVED and pursuant to a resolution of The Trustees of the Methodist Protestant Church at Centreville in Queen Anne's County in the State of Maryland, a body corporate, authorizing, directing and empowering the undersigned, the President and the Secretary of said body corporate to make this assignment of the within and foregoing mortgage and to affix the corporate seal of said body corporate hereto, the within and foregoing mortgage is hereby transferred and assigned to William R. Horney, of Queen Anne's County aforesaid, for the purpose of collection by foreclosure or otherwise.

WITNESS the name of said body corporate by its President and the corporate seal of said body corporate attested by its Secretary, this Twelfth day of April, nineteen hundred and thirty:

Seal's  
Place.

THE TRUSTEES OF THE METHODIST PROTESTANT  
CHURCH AT CENTREVILLE IN QUEEN ANNE'S  
COUNTY IN THE STATE OF MARYLAND.

TEST:

J. LEMUEL ROBERTS

by LUDLOW GAFFORD  
President.

ATTEST:

J. THOMAS HOLLAND  
Secretary.

Assignments recorded Apr. 12th, 1930 in Liber J. F. R. No. 6, folio 575, a Land Record Book for Q. A. Co.

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:- July 26th, 1930.

B. HACKETT TURNER  
Clerk.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

MEDFORD T. CAHALL,  
Mortgagor.

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

Cause No. 2816.

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 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 19th day of May, 1930; and the said William R. Horney, Assignee 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.

REPORT AND ACCOUNT OF THE AUDITOR  
Filed Aug. 19th, 1930.

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

William R. Horney, assignee,

vs.

Medford T. Cahall.

Cause No. 2816.

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 undertaken for the collection of a mortgage by foreclosure thereunder and it appears that the proceeds of the sale are not sufficient to pay the mortgage debt in full.

In the within account stated by the auditor William R. Horney 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, and the court costs of the cause, the fee of the auctioneer for crying the sale, the costs of his bond, the cost of advertising notice of sale and order nisi thereon, and State and County taxes on mortgaged property for year 1929, in accordance with his vouchers therefor; the costs of advertising the order nisi to be passed as to this account, the fee of the auditor and the balance of the sale remaining after these allowances on account of his mortgage claim.

1136812

The auditor has made and appends to the account a statement between the assignee of the mortgage and the mortgagor and showing the mortgage debt as of the day of sale and after application to the debt of the net proceeds of this cause.

Which is respectfully submitted,

MADISON BROWN

AUDITOR.

Cause No. 2816.

The proceeds of the sale of the mortgaged real estate of Medford T. Cahall, mortgagor, in account with William R. Horney, assignee of mortgage, the person making the mortgage sale.

1930		CR.	
May			
13.	By amount of the gross sale of the mortgaged real estate per report of sale filed: . . . . .		\$2,000.00
		DR.	
"	To William R. Horney, person making the sale, for his commissions per terms of mortgage, to wit: the sum of . . . . .		\$122.50
	To do., for the court costs of this cause paid the Clerk of Court per his receipted statement as follows:		
	Costs of B. H. Turner, Clerk	\$18.75	
	Appear. fee of William R. Horney	10.00	28.75
	To do., for the cost of his bond with corporate surety thereon paid said surety per receipt exhibited, to wit: the sum of . . . . .		12.00
	To do., for the amount paid Elmer Anthony for crying the sale made per his receipt for same exhibited, to wit: the sum of . . . . .		15.00
	To do., for costs of advertising notice of sale and order nisi thereon in Centreville Observer per account for same with receipt exhibited, to wit: the sum of . . . . .		47.75
	To do., for amount of State and County taxes on property sold for year 1929, paid by him to County Treasurer per receipted statement for same exhibited, to wit: the sum of . . . . .		91.48
	To do., for costs of advertising order nisi to be passed as to this account the sum of . . . . .		3.00
	To Madison Brown, auditor, for stating this account, the sum of . . . . .		9.00
	To William R. Horney, assignee of mortgage, on account of the mortgage debt due on day of sale, this balance, to wit: the sum of . . . . .		1,670.52
			<u>\$2,000.00</u>
			<u>\$2,000.00</u>

Statement of Mortgage Debt.

Medford T. Cahall to William R. Horney, assignee of mortgage, To amount of the debt due May 13, 1930, day of sale, by the mortgage mentioned in this cause, per statement filed: the sum of	DR.	\$3,769.50
By net proceeds of sale of this cause brought down . . . . .		<u>1,670.52</u>
To balance due bearing interest from May 13, 1930, . . . . .		\$2,098.98

August 16, 1930.

MADISON BROWN  
auditor.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee  
VS.  
Medford T. Cahall,  
Mortgagee

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

Case No. 2816.

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.

Filed Aug. 19th. 1930.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT.  
Filed Sept. 13, 1930.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY, Assignee  
vs.  
MEDFORD T. CAHALL, Mortgagee

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY CASE NO. 2816.

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 by 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 OBSERVER

Centreville, Md., September 13, 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 Medford T. Cahall, Mortgagee 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 21st day of August, 1930, being more than two weeks before the 6th day of September 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed 9/13/30.

CLERK'S CERTIFICATE.

Wm. R. Horney  
Assignee

vs.

Medford T. Cahall  
Mortgagee

In the Circuit Court  
for Queen Anne's County,  
in Equity.  
No. 2816 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed, this 13th day of Sept. 1930.

Seal's  
Place.

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

FINAL ORDER OF RATIFICATION  
Filed Sept. 18th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

MEDFORD T. CAHALL,  
Mortgagor.

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

Cause No. 2816.

ORDERED, this 16th day of September, 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 directed by the previous Order of Ratification Nisi passed thereon in this cause, and the Assignee, William R. Horney, is hereby directed to apply the proceeds of 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 Assignee.

LEWIN W. WICKES

Filed Sept. 18th, 1930.

100  
100  
100



## Cause No. 2818.

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

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

T. MILTON BOOKER and  
LENA S. BOOKER, 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 T. Milton Booker and Lena S. Booker, his wife, to James T. Bright, dated April 30th, 1921, and of the assignments of said mortgage by mesne assignments to William R. Horney, said mortgage and assignments being recorded in Liber J. F/ R. No. 7, folios 54, etc., a land record book for Queen Anne's County, Maryland.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage 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  
Filed May 14, 1930.

#8609. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty sixth day of May, in the year nineteen hundred and twenty one, the following Mortgage and assignment was brought to be recorded, to wit:-

THIS MORTGAGE, Made this thirtieth day of April, in the year nineteen hundred and twenty one, by T. Milton Booker and Lena S. Booker, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said T. Milton Booker and Lena S. Booker, his wife, are justly indebted unto James T. Bright in the sum of Two Thousand Dollars, for money this day loaned and advanced unto the said T. Milton Booker and Lena S. Booker by the said James T. Bright, said principal sum to be repaid at the end of two years from date, with lawful interest at the rate of six per cent. payable semi-annually. And it was a condition precedent to said loan that the same should be secured and assured by the execution of this mortgage.

NOW THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of one dollar, the said T. Milton Booker and Lena S. Booker, his wife, do hereby grant and convey unto James T. Bright, his heirs and assigns, in fee simple, All that tract of land or farm known as "The Clotilda A. Booker Farm", or the "John W. Sudler Farm", being a part of what was formerly called "Slaughterton", situate in the First Election District of Queen Anne's County, Maryland, about 1½ miles from Sudlersville, adjoining the lands of S. S. Goodhand, Mrs. Finley Roberts, et al., containing forty four acres, two roods and fourteen perches of land, more or less, being the same and all the land conveyed to the said T. Milton Booker by deed from The Sudlersville Bank of Maryland and recorded in Liber W. F. W. No. 10, folio 276, a Land Record Book for Queen Anne's County, Maryland.

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

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

PROVIDED, that if the said T. Milton Booker and Lena S. Booker, their heirs, executors, administrators or assigns, shall well and truly pay to the said James T. Bright, his successors, executors, administrators or assigns the aforesaid sum of



Two Thousand Dollars and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said T. Milton Booker, his heirs and assigns shall possess said property.

AND the said T. Milton Booker and Lena S. Booker, their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the insurable value thereof in some Company or Companies approved by the said James T. Bright, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said James T. Bright, his executors, administrators or assigns, or CHARLES E. TUCKER their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County 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 T. Milton Booker, or whoever may be entitled to same.

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

WITNESS their hands and seals.

Test:	T. Milton Booker	(SEAL)
E. M. Forman.	Lena S. Booker	(SEAL)

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

I hereby certify that on this thirtieth day of April, in the nineteen hundred and twenty one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared T. Milton Booker and Lena S. Booker, his wife, and each acknowledged the foregoing mortgage to be their respective act.

Ezekiel M. Forman

Justice of the Peace.

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

I hereby certify, that on this 30th day of April, 1921, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James T. Bright, the mortgagee above named, and made oath in due form of law that the consideration stated in the foregoing mortgage to be true and bona fide as therein set forth.

E. M. Forman.

Justice of the Peace.

For value received, I do hereby assign the within and foregoing mortgage unto Charles A. Busted. Witness my hand and seal this 26th day of May, in the year nineteen hundred and twenty one.

Test: J. Lemuel Roberts.	James T. Bright	(SEAL)
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Queen Anne's County, to wit: Be it remembered that on the fourteenth day of May in the year Nineteen Hundred and thirty the following assignment was brought to be recorded, to wit:

For value received I, Charles A. Busteed, 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 13th day of May, 1930.

Test: Hilda Seward.

Chas. A. Busteed

(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. 7, folios 54, etc., a Land Record Book of 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 fourteenth day of May in the year nineteen hundred and thirty.

Seal's  
Place.

B. HACKETT TURNER

Clerk.

CERTIFIED COPY OF BOND  
Filed June 7th, 1930.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh day of June, in the year 1930, 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 five hundred dollars (\$2500.00) 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 seventh day of June, in the year nineteen hundred and thirty.

WHEREAS, a certain mortgage from T. Milton Booker and Lena S. Booker his wife, to James T. Bright, bearing date the thirtieth day of April, nineteen hundred and twenty one, and recorded in Liber J. F. R. No. 7 folios 54 etc. a land record book for Queen Anne's County aforesaid, has been by mense assignments duly assigned to the said William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage:-

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

William R. Horney

(SEAL)

Signed, sealed and  
delivered in the  
presence of:

Hilda T. Seward.

United States Fidelity and  
Guaranty Company.

By William R. Horney.  
Its Attorney in fact.

Seal's  
Place.

Attest: Hilda T. Seward.

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

Security approved and Bond filed June 7th. 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. 79, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th. day of June, in the year 1930.

Seal's  
Place.

B. Hackett Turner

Clerk.

REPORT OF SALE  
Filed June 16th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

T. MILTON BOOKER and  
LENA S. BOOKER, his wife,  
Mortgagors.

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

Cause No. 2818.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That default was made by the mortgagors by reason of the non-pay-  
ment 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 T. Milton Booker and  
Lena S. Booker, his wife, to James T. Bright, bearing date the 30th day of April,  
1921, and recorded in Liber J. F. R. No. 7, folios 54, 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 mortgage prop-  
erty, 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 report-  
ed.

3. That after giving notice of the time, place, manner and terms of  
sale by advertisement in The Centreville Observer, a newspaper printed and publish-  
ed 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 Sudlersville Bank of Maryland, in the town of Sudlersville,  
Queen Anne's County, Maryland, on Saturday, the 14th day of June, 1930, at the hour  
of 2:00 o'clock, P. M., and then and there, by virtue and in execution of the power  
of sale contained in said mortgage to be exercised in case of default in the terms  
thereof, default having occurred therein as hereinbefore stated, proceeded to sell  
the real estate described in and granted by said mortgage, that is to say: he then  
and there offered at public sale to the highest bidder the real estate described in  
said advertisement of sale and in said mortgage, to wit: ALL that tract of land or  
farm known as "The Clotilda A. Booker Farm", or the "John W. Sudler Farm", being a  
part of what was formerly called "Slaughterton", situate, in the First Election Dis-  
trict of Queen Anne's County, Maryland, about one and one-half miles from Sudlers-  
ville, adjoining the lands of S. S. Goodhand, et al., containing forty four (44)  
acres, two (2) roods and fourteen (14) perches of land, more or less, and sold the  
same to Grover C. Milbourn, of Queen Anne's County aforesaid, at and for the sum of  
Two Thousand Dollars ( \$2,000.00); he being then and there the highest bidder there-  
for at said sum. A certificate of the advertisement of sale in The Centreville Ob-  
server, a newspaper printed and published as aforesaid in Queen Anne's County, Mary-  
land, 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 receive all the landlord's share  
share of all crops, if any, then growing on said property; that the purchaser would  
be required to pay all State and County taxes levied for the year 1930 on said prop-  
erty and thereafter; that all title papers would be at the expense of the purchaser;  
and that the insurance on the buildings would be adjusted as of the day of sale.

5. That the said Grover C. Milbourn has complied with the terms of  
sale.

Respectfully submitted,

WILLIAM R. HORNEY,  
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 16th day of June, in the year nine-  
teen hundred and thirty, before me, the subscriber, the Clerk of the Circuit Court  
for Queen Anne's County, personally appeared William R. Horney, Assignee of Mort-  
gage, and made oath in due form of law that the matters and things stated in the  
aforegoing REPORT OF SALE are true as therein set forth to the best of his knowledge  
and belief, and that the sale therein reported was fairly made.

1036812

B. HACKETT TURNER

Clerk.

\$2,000.00.

Filed June 16th, 1930.

CERTIFICATE OF PUBLICATION OF SALE

Filed June 16, 1930.

ASSIGNEE'S SALE OF VALUABLE SMALL FARM

Default having occurred in the terms of the mortgage from T. Milton Booker and Lena S. Booker, his wife, to James T. Bright, dated April, 30th, 1921, and recorded in Liber J. F. R. No. 7, folios 54, etc., a land record book for Queen Anne's County, Maryland, the undersigned assignee by mesne assignments, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder in front of the Sudlersville, Bank of Maryland, in Sudlersville, Queen Anne's County, Maryland, on SATURDAY, JUNE 14, 1930 beginning at the hour of two o'clock, P. M., the following described real estate, to wit:

ALL that tract of land or farm known as "The Clotilda A. Booker Farm", or the "John W. Sudler Farm" being a part of what was formerly called "Slaughterton" situate in the First Election District of Queen Anne's County, Maryland, about 1 1/2 miles from Sudlersville, adjoining the lands of S. S. Goodhand, et al., containing 44 ACRES, 2 ROODS AND 14 PERCHES OF LAND, more or less.

The improvements consist of a two story frame dwelling, barns and other outbuildings in fair condition.

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

WILLIAM R. HORNEY,

Assignee of Mortgage.

HARPER & HORNEY, Attorneys.

J. ELMER ANTHONY, Auct.

THE CENTREVILLE OBSERVER

Centreville, Md., June 16th, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the ASSIGNEE'S SALE in the case of "William R. Horney, Assignee of Mortgage, vs. T. Milton Booker and Lena S. Booker, 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 22nd day of May, 1930, more than twenty days before the 14th day of June in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed June 16, 1930.

"EXHIBIT A".

N I S I

William R. Horney,  
Assignee of Mortgage

VS.

T. Milton Booker and  
Lena S. Booker, his wife,  
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY No. 2818.

ORDERED, This 16th. day of June, A. D., 1930, 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 21st. 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 21st. day of July next.

The Report states the amount of sales to be \$2,000.00.

B. HACKETT TURNER Clerk.

Filed June 16th. 1930.





I HEREBY CERTIFY that on this first day of August, in the year nineteen hundred and thirty, 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.

THIS MORTGAGE, Made this thirtieth day of April, in the year nineteen hundred and twenty one, by T. Milton Booker and Lena S. Booker, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said T. Milton Booker and Lena S. Booker, his wife, are justly indebted unto James T. Bright in the sum of Two Thousand Dollars, for money this day loaned and advanced unto the said T. Milton Booker and Lena S. Booker by the said James T. Bright, said principal sum to be repaid at the end of two years from date, with lawful interest at the rate of six per cent, payable semi-annually. And it was a condition precedent to said loan that the same should be secured and assured by the execution of this mortgage.

NOW THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of one dollar, the said T. Milton Booker and Lena S. Booker, his wife, do hereby grant and convey unto James T. Bright, his heirs and assigns, in fee simple, All that tract of land or farm known as "The Clotilda A. Booker Farm", or the "John W. Sudler Farm" being a part of what was formerly called "Blaughterton", situate in the First Election District of Queen Anne's County, Maryland, about 1½ miles from Sudlersville, adjoining the lands of S. S. Goodhand, Mrs. Finley Roberts, et al., containing forty four acres, two roods and fourteen perches of land, more or less, being the same and all the land conveyed to the said T. Milton Booker by deed from The Sudlersville Bank of Maryland and recorded in Liber W. F. W. No. 10, folios 276, a Land Record Book for Queen Anne's County, Maryland.

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

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

PROVIDED, that if the said T. Milton Booker and Lena S. Booker, their heirs, executors, administrators or assigns shall well and truly pay to the said James T. Bright, his successors, executors, administrators or assigns the aforesaid sum of Two Thousand Dollars and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said T. Milton Booker, his heirs and assigns shall possess said property.

AND the said T. Milton Booker and Lena S. Booker, their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges, levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the insurable value thereof in some Company or Companies approved by the said James T. Bright, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said James T. Bright, his executors, administrators or assigns, or CHARLES E. TUCKER their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County 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 T. Milton Booker, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant, or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said James T. Bright, his executors, administrators, successors or assigns, or James T. Bright their said Attorney, shall not be required to re-

ceive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said T. Milton Booker, for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS their hands and seals.

Test: T. MILTON BOOKER (Seal)  
 LENA S. BOOKER (Seal)  
 E. M. Forman.

STATE OF MARYLAND, Queen Anne's County, to-wit:

I HEREBY CERTIFY that on this thirtieth day of April, in the year nineteen hundred and twenty one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared T. Milton Booker and Lena S. Booker Booker, his wife, and each acknowledged the foregoing mortgage to be their respective act.

EZEKIEL M. FORMAN

Justice of the Peace.

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

I HEREBY CERTIFY, that on this 30th day of Apr. 1921, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James T. Bright, the Mortgagee above named, and made oath in due form of law that the consideration stated in the foregoing mortgage to be true and bona fide as therein set forth.

E. M. FORMAN

JUSTICE OF THE PEACE.

For Value Received I do hereby assign the within and foregoing mortgage unto Charles A. Busted. Witness my hand and seal this 26th day of ~~May~~ in the year nineteen hundred and thirty one.

Test: J. Lemuel Roberts. JAMES T. BRIGHT (Seal)

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 13th day of May, 1930.

TEST: CHAS. A. BUSTEED (SEAL)  
 Hilda T. Seward.

May 14/30 Assignment to William R. Horney Received filed and Recorded in Liber J. F. R. No. 7, folio 56, a Land Record Book for Queen Annes County.

B. HACKETT TURNER, Clerk.

PETITION FOR SUBSTITUTION OF PURCHASERS.  
 Filed Aug. 19th, 1930.

WILLIAM R. HORNEY,  
 Assignee of Mortgage,

vs.

T. MILTON BOOKER and  
 LENA S. BOOKER, his wife,  
 Mortgagors.

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

Cause No. 2818.

TO THE HONORABLE, THE JUDGES OF SAID COURT:



The Petition of Grover C. Milbourn and Lulu L. Milbourn, his wife, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the Report of Sale filed in this cause, the said Grover C. Milbourn became the purchaser at the sale therein mentioned of the real estate therein described.

2. That the said Grover C. Milbourn now desires to have himself and the said Lulu L. Milbourn, his wife, substituted as purchasers as tenants by the entireties of said real estate in the place and stead of himself alone and the said Lulu L. Milbourn also desires that said substitution be made as appears from the fact that she is one of the Petitioners herein.

Your Petitioners, therefore, pray this Honorable Court to pass an order substituting them, the said Grover C. Milbourn and Lulu L. Milbourn, his wife, as tenants by the entireties, as purchasers of said real estate in the place and stead of the said Grover C. Milbourn alone and directing William R. Horney, Assignee, and Vendor of said real estate at the sale mentioned, to convey said real estate unto the substituted purchasers.

Respectfully submitted,

GROVER C. MILBOURN

LULU L. MILBOURN

Petitioners.

Filed Aug, 19th, 1930.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 22nd 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 Grover C. Milbourn and Lulu L. Milbourn, his wife, be and they are hereby substituted, as tenants by the entireties, as purchasers of the real estate described in the Report of Sale filed in this cause, in the place and stead of the said Grover C. Milbourn alone, and that William R. Horney, Assignee of Mortgage, the Vendor making the sale, be and he is hereby authorized, empowered and directed upon the payment to him in full of the purchased money to convey the said real estate sold unto the said Grover C. Milbourn and Lulu L. Milbourn, his wife, as tenants by the entireties, in the place and stead of the said Grover C. Milbourn and Lulu L. Milbourn, his wife, had been the original purchasers at said sale.

LEWIN W. WICKES

Filed 8/22/30.

I hereby consent to the above substitution of purchasers, as prayed.

WM. R. HORNEY, Assignee of Mortgage.

Filed 8/22/30.

FINAL ORDER OF RATIFICATION

Filed Aug. 22nd, 1930.

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: Aug. 22nd, 1930.

B. HACKETT TURNER

Clerk.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

T. MILTON BOOKER and  
LENA S. BOOKER, his wife,  
Mortgagors.

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

Cause No. 2818.

ORDERED, this 22nd 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 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 16th day of June, 1930; and the said William R. Horney, Assignee of Mortgage as aforesaid, is allowed the usual expenses, not personal, upon producing the vouchers therefor before the auditor.

Filed Aug. 22nd, 1930.

LEWIN W. WICKES

REPORT AND ACCOUNT  
Filed Oct. 1st, 1930.

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

William R. Horney, assignee,  
vs.  
T. Milton Booker, et al.

Cause No. 2818.

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause have been had for the collection of a mortgage debt by foreclosure of the mortgage described herein and it appears that the proceeds of the mortgage sale were not sufficient for the payment of the mortgage 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 and reported by him and he is then allowed, said William R. Horney, his commission for making the sale (per terms of the mortgage), the court costs of this cause, the costs of his bond, the auctioneer's fee, the costs of advertising sale and two orders nisi thereon, and costs of insurance on property sold for which the vendor produced his vouchers and the fee of the auditor. The balance remaining after these allowances is not sufficient to pay the mortgage debt in full and is in the within account awarded unto William R. Horney as the assignee of the mortgage of this cause in part payment of his mortgage claim thereunder.

The auditor has appended to the account a statement showing the balance due the said assignee on account of his mortgage claim after the application thereto of the sum of money mentioned above.

MADISON BROWN

auditor.

Filed October 1st, 1930.

Cause No. 2818.

The proceeds of the sale of the mortgaged real estate of T. Milton Booker and Lena S. Booker, his wife, mortgagors, in account with William R. Horney, assignee of Mortgage and party making sale of said real estate under the mortgage mentioned in this cause.

1930,  
June

CR.

14. By gross amount of the sale of this cause,  
per report filed, to wit: the sum of . . . . . \$2,000.00

"

DR.

To William R. Horney, party making sale, for  
his commissions for so doing, per terms of  
mortgage, to wit: the sum of . . . . . \$ 122.50

To do., for court costs per clerk's bill:  
Costs of B. H. Turner, Clerk, paid. . \$18.75  
Appear. fee of W. R. Horney, paid. . 10.00 . . . . . 28.75

To do., for amount paid corporate surety on  
his bond filed per receipted account for  
same exhibited, to wit: the sum of . . . . . 10.00

To do., for amount paid J. E. Anthony for  
crying sale per his receipt for same  
exhibited, to wit: the sum of . . . . . 10.00

To do., for costs of advertising in Centre-  
ville Observer notice of sale and the two  
orders nisi of cause per account for same  
receipted exhibited, to wit: the sum of . . . . . 26.00

To do., for costs of insurance obtained by him  
on property sold, paid, per receipt exhibit-  
ed, to wit: the sum of . . . . . 1.28

To Madison Brown, auditor, for stating this  
account, the sum of . . . . . 4.50

To William R. Horney, assignee of mortgage,  
this balance on account of his mortgage  
claim, to wit: the sum of . . . . . 1,796.97

\$2,000.00      \$2,000.00

Statement of Mortgage Debt.

T. Milton Booker and Lena S. Booker to William R. Horney,	DR.
To amount of mortgage debt due on the day of <u>sale</u> of this	
cause per statement filed herein, to wit: the sum of	\$2,134.67
By amount applied thereto from sale, (see above) 1,	<u>1,796.97</u>
To balance with interest thereon from June 14, 1930. . . . .	\$ 337.70

MADISON BROWN

October 1, 1930

auditor.

Filed October 1st, 1930.

NISI RATIFICATION OF AUDIT

William R. Horney,  
assignee,

VS.

T. Milton Booker, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE NO. 2818.

ORDERED, This first day of October 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 25th day of October 1930 ; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of October 1930, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed October 1st, 1930.

CERTIFIED COPY OF NISI RATIFICATION OF AUDIT  
Filed October 2nd, 1930.

NISI RATIFICATION OF AUDIT.

WILLIAM R. HORNEY, assignee,

vs.

T. MILTON BOOKER, et al.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY

CASE No. 2818.

ORDERED, This first day of October 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 25th day of October, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 17th 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-October 1, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., October 27th, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee, vs. T. Milton Booker, 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 2nd day of October, 1930, being more than two weeks before the 17th day of October 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed October 27th, 1930.

By Bertha G. Durney.

ORDER OF COURT  
Filed Oct. 28th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

T. MILTON BOOKER and  
LENA S. BOOKER, his wife.

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

Cause No. 2818.

ORDERED, this 28th day of October, 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 directed by the previous order of Ratification Nisi passed thereon in this cause, and the Assignee, William R. Horney, is hereby directed to apply the proceeds of 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 Assignee.

Filed Oct. 28th, 1930.

LEWIN W. WICKES

1436812



Cause No. 2803.

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 Order to Docket Suit was filed for record, to wit:-

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

Madison Brown, assignee of mortgage,  
vs.  
James E. Burns, and Elva B. Burns,  
mortgagors.

To B. H. Turner, Clerk:

Docket suit on your chancery docket in accordance with the above titling and file in the papers thereof a certified copy of the following papers:

1. The mortgage from James E. Burns and Elva B. Burns, his wife, to Christopher P. Walters dated August 21, 1926, and recorded in Liber B. H. T. No. 5, on folio 521, including the assignment at the foot of the record of said mortgage made by Christopher P. Walters to Nattie B. Walters.
2. The deed of assignment of said mortgage made by Nattie B. Walters to Thomas J. Melvin dated April 10, 1929, and recorded in Liber B. H. T. No. 9, on folio 351.
3. The deed of assignment of said mortgage made by Thomas J. Melvin to Madison Brown dated January 7, 1930, and filed for record with you this day.
4. File also the accompanying bond of Madison Brown as assignee of said mortgage given to the State of Maryland conditioned as required by law for the foreclosure of said mortgage.

The above mentioned suit being one for the foreclosure of said mortgage under the power of sale in same contained.

MADISON BROWN.

CERTIFIED COPY OF BOND  
Filed Jan. 15th, 1930.

Queen Anne's County, to wit: Be it remembered that on the 15th 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 the 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 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 fifteenth day of January in the year nineteen hundred and thirty.

WHEREAS James E. Burns and Elva B. Burns, his wife, by a mortgage dated August 21, 1926, and recorded in Liber B. H. T. No. 5, folio 521, made to secure the payment of one thousand dollars with certain interest therein mentioned, did grant the land therein described unto Christopher P. Walters, who, by an assignment dated October 28, 1926, duly recorded in the land record above mentioned at foot of record of said mortgage did assign said mortgage unto Nattie B. Walters, who by Deed of Assignment dated April 10, 1929, and recorded in Liber B. H. T. No. 9, folio 351, did assign said mortgage unto Thomas J. Melvin, who by Deed of Assignment duly filed for record, did assign said mortgage unto the said Madison Brown.

Note: The land record books above mentioned are those of Queen Anne's County aforesaid.

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 overdue by reason of the non-payment of the state and county taxes levied for year, 1929, due December 31, 1929, on the mortgaged property, and the said Madison Brown is about to sell the mortgaged property under the power of sale therein contained to be exercised in case of default in the covenants by the mortgagee or his assigns.

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 or the proceeds thereof, then this obligation shall be void, otherwise, same shall remain in full force and virtue in law.

MADISON BROWN

(SEAL)

1836812

American Surety Company of New York  
By Madison Brown  
Its attorney in fact.

Signed, sealed and  
delivered in the  
presence of

Nellie Brown

Jany. 15 1930

Seal's  
Place.

COUNTERSIGNED

By J. Lemuel Roberts

Filed January 15th. 1930.

And on the back of the foregoing Bond was thus endorsed, to wit:-  
Security approved and Bond filed January 15th. 1930.  
B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is vruly taken and copied from  
Liber B. H. T. No. 1, fol. 55 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 15th. day of Janu-  
ary, in the year 1930.

B. Hackett Turner

Clerk.

Seal's  
Place.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENT  
Filed Jan. 15th, 1930.

.....  
#12,050. QUEEN ANNE'S COUNTY, to wit: Be it remembered  
that on the 21st. day of August, in the year nineteen hundred and twenty six, the  
following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this twenty first day of August, in the  
year nineteen hundred and twenty six, by James E. Burns and Elva B. Burns, his wife,  
of Queen Anne's County, State of Maryland, partie\_ of the first part, and Christopher  
P. Walters, of same place, party of the second part.

WHEREAS, the said parties of the first part are jointly and  
severally indebted unto the said party of the second part in the full sum of one  
thousand dollars, cash loaned and advanced by him to them under the following as-  
signment:

(1)

That said sum is to be repaid unto the party of the second part at the expiration  
of three years from date hereof.

(2)

That interest on said sum from the date hereof is to be paid to the party of the sec-  
ond part during said period of time by semi-annual payments, the first payment there-  
of to be made on the twenty first day of February nineteen hundred twenty seven.

(3)

That said sum and the said interest should be secured by these presents.

NOW THEREFORE THIS MORTGAGE WITNESSETH: that for and in consideration of the premises  
and of the sum of one dollar, the said James E. Burns and Elva B. Burns, his wife, do  
hereby grant and convey unto the said Christopher Walters, his heirs and assigns, for-  
ever, in fee simple, the two lots of land described as follows, to wit:

Parcel No. 1:

All that lot of land improved by a frame dwelling house called or known as "The Howard  
and Annie Wilson Property", and "The James E. Burns Property", situate, lying and be-  
ing in Grasonville (formerly Winchester) on the right side of the public road leading  
from Queenstown to Kent Island Narrows, bounded on the south by said road, on the west  
by the land of O. C. King, on the north by the land of Carey Sadler and on the east  
by the lot of land hereinafter described as Parcel No. 2, and with a frontage on said  
road of sixty feet and with a depth containing the same width of two hundred feet; be-  
ing the same property granted unto the parties of the first part by Luther Jewell  
and Martha E. Jewell, his wife, by deed dated August first, nineteen hundred and twen-  
ty two, and recorded in Liber J. F. R. No. 10, fols. 261 &., land record book of said  
county.

Parcel No. 2:

All that lot of land situate, lying and being in Grasonville aforesaid on the right  
side of the road from Queenstown to Kent Island Narrows above named, bounded on the  
north by Carey Sadler, on the west by Parcel No. 1 above described, on the south by  
said road and on the east by the land of Walter Jewell; being the same land land



granted unto the said James E. Burns by Walter Jewell and Myrtle B. Jewell, his wife, by deed dated April 26, 1924, and recorded in Liber B. H. T. No. 2, fols. 515 &., land record book of said county.

This lot has same dimensions as the first described lot.

Together with the buildings and improvements thereon and all the roads, rights, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

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

PROVIDED, that if the said parties of the first part or either of them, their or any of their heirs, executors, administrators or assigns shall well and truly pay to the said Christopher P. Walters, his executors, administrators or assigns the aforesaid sum of one thousand dollars when and as the same shall become due and payable as above set forth, and also each and every instalment of the interest above mentioned when and as the same shall become due and payable as above set forth and shall perform all the covenants, conditions and agreements herein on their part to be 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 said parties of the first part jointly and severally covenant and for their and each of their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the full insurable value thereof, in some Company or Companies approved by the said party of the second part, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Christopher P. Walters, his 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 to Mortgagors or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Christopher P. Walters, his executors, administrators, successors or assigns, or Madison Brown, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said parties of the first part jointly and severally covenant and for their heirs, executors, administrators and assigns hereby covenant to pay.

In witness whereof the parties of the first part do hereunto subscribe their names and affix their seals day and year above written.

Test: James E. Burns (SEAL)  
Robert Coursey. Elva B. Burns (SEAL)

State of Maryland, Queen Anne's County, SCT: I hereby certify that on this twenty first day of August, 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 James E. Burns and Elva B. Burns, his wife, and they did each acknowledge the aforesaid mortgage to be their respective act; and that at the same time also before me personally appeared Madison Brown, agent for Christopher P. Walters, mortgagee, and he did make oath in due form of law that the consideration stated in the

aforegoing mortgage is true and bona fide as therein set forth, and that he the agent of the said Christopher P. Walters with authrity to make the said oath as to the consid-  
eration.

ROBERT COURSEY  
Justice of the Peace.

Queen Anne's County, to wit:

Be it remembered that on the twenty eighth day of October, in the year nineteen hundred and twenty six, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby assign and transfer the within and afore-  
going mortgage to Mrs. Nattie B. Walters, this 28th. day of October, A. D. 1926.

Witness my hand and seal.

Witness: Chas. F. Rich. Christopher P. Walters (Seal)  
C. P. Walters

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from  
Liber B. H. T. #5, fols. 521 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 Janu-  
ary, in the year nineteen hundred and thirty.

B. HACKETT TURNER  
CLERK.

Seal's  
Place.

CERTIFIED COPY OF DEED OF ASSIGNMENT  
Filed Jan. 15th, 1930.

.....  
#13,596. QUEEN ANNE'S COUNTY, to wit: Be it remembered that  
on the 10th. day of April, in the year nineteen hundred and twenty-nine, the following  
Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this tenth day of April, in the  
year nineteen hundred and twenty nine, by Nattie B. Walters, of Queen Anne's County,  
State of Maryland, party of the first part, and Thomas J. Melvin, of the same place,  
party of the second part.

WHEREAS by a mortgage bearing date August 21, 1926, and duly re-  
corded among the land record books of Queen Anne's County aforesaid in Liber B. H. T.  
No. 5, on fol. 521, James E. Burns and Elva E. Burns, his wife, did grant and convey  
the land and premises therein described unto Christopher P. Walters to secure unto him  
the payment of one thousand dollars with certain interest thereon; and

WHEREAS the said Christopher P. Walters by his assignment dated  
October 28, 1926, and recorded in the above mentioned land record book at the foot of  
the record of said mortgage, did assign and transfer said mortgage unto the said Nattie  
B. Walters; and

WHEREAS there is now due and owing by the said mortgagors unto the  
said Nattie B. Walters the principal debt of one thousand dollars above mentioned with  
interest thereon from date hereof, to which date the interest has been paid by the mort-  
gagors:

WHEREAS the said Nattie B. Walters has agreed to assign said mort-  
gage unto the said Thomas J. Melvin by these presents, the original mortgage having been  
temporarily mislaid by her:

NOW, THEREFORE, THIS DEED OF ASSIGNMENT WITNESSETH: that the  
said Nattie B. Walters, for and in the consideration of the sum of one thousand dollars  
to her in hand paid by the party of the second part at or before the delivery of these  
presents, the receipt of which is hereby acknowledged, does hereby grant, assign, con-  
vey and transfer unto the said Thomas J. Melvin, his executors, administrators and as-  
signs all the right, title, interest and estate of her, the said Nattie B. Walters, in,  
to and of the above described mortgage, in, to and of the land and premises described  
in said mortgage and by said mortgage conveyed and in, to and of the mortgage debt se-  
cured by said mortgage, to wit: the sum of one thousand dollars with interest from the  
day of the date hereof.

H36812

IN WITNESS WHEREOF the party of the first part does hereunto affix her name and seal, the day and year first above written: and in witness of the amount due by said mortgage the said James E. Burns at her request has affixed his signature to the attestation set forth below.

Test: Jas. E. Burns.

Nattie B. Walters (SEAL)

Test: Lida Hopkins.

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

I hereby certify that on this tenth day of April, in the year nineteen hundred and twenty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Nattie B. Walters, above named, and she did acknowledge the foregoing DEED OF ASSIGNMENT to be her act.

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.

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. #9, fols. 351 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 January, in the year nineteen hundred and thirty.

B. HACKETT TURNER  
CLERK.

Seal's  
Place.

CERTIFIED COPY OF DEED OF ASSIGNMENT  
Filed Jan. 15th, 1930.

.....  
#14,069. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 15th. day of January, in the year nineteen hundred and thirty, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT, made this seventh day of January, in the year nineteen hundred and thirty, between Thomas J. Melvin, 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,

WITNESSETH: that the said Thomas J. Melvin, 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 grant, assign and transfer unto the said Madison Brown all the right, title, interest and estate of him, the said Thomas J. Melvin in and to a certain mortgage dated August 21, 1926, and recorded in Liber B. H. T. No. 5, a land record book of Queen Anne's County aforesaid, on folio 521, given by James E. Burns and Elva B. Burns, his wife, to Christopher P. Walters, who by assignment dated October 28, 1926, duly recorded in said land record book did assign said mortgage unto Nattie B. Walters, who by deed of assignment dated April 10, 1929, and recorded in Liber B. H. T. No. 9, also a land record book of said county, on folio 351, did assign said mortgage unto Thomas J. Melvin.

AND for the considerations aforesaid, the said Thomas J. Melvin does hereby assign and transfer unto the said Madison Brown all his right, title, interest and estate in and to the property described in said mortgage, and in and to the mortgage debt intended to be secured by said mortgage, said mortgage debt being the principal mortgage debt of one thousand dollars secured by said mortgage with interest thereon from

TO HAVE AND TO HOLD said mortgage and the debt secured hereby and the mortgage indebtedness, principal and interest, now due thereby unto the said Madison Brown in trust, nevertheless, for the purpose of foreclosure of said mortgage and for the purpose of collection of the indebtedness due by said mortgage for the benefit of the said Thomas J. Melvin.

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

Test: Chas. O. Coursey.

Thomas J. Melvin (SEAL)

H36812

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

I hereby certify that on this 7 day of January, in the year nineteen hundred and thirty, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Thomas J. Melvin, above named, and he did acknowledge the foregoing DEED OF ASSIGNMENT to be his act.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my official seal the day and year above written.

Chas. O. Coursey, J. P.

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. #10, fols. 444 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 January, A. D. nineteen hundred and thirty.

B. HACKETT TURNER  
CLERK.

Seal's  
Place.

REPORT OF SALE  
Filed February 12th, 1930.

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

Madison Brown, assignee of mortgage, )  
vs. ) Cause No.  
James E. Burns and Elva B. Burns, his wife. ) 2803.

To the Honorable, the Judges of said Court:

The report of Madison Brown, the plaintiff of above cause, who hereinafter styles himself plaintiff, unto Your Honors respectfully sets forth:

That James E. Burns and Elva Burns, his wife, by their mortgage dated August 21, 1925, and recorded in Liber B. H. T. No. 5, a Land Record book of said county, on folio 521, conveyed the land hereinafter described unto Christopher P. Walters to secure unto him the payment of one thousand dollars with interest thereon; that Christopher P. Walters by assignment dated October 28, 1926, duly assigned said mortgage unto Nattie B. Walters, who by deed of assignment dated April 10, 1929, and recorded in Liber B. H. T. No. 9, a land record book of said county, on folio 351, did assign said mortgage unto Thomas J. Melvin, who by deed of assignment dated January , 1930, and recorded among the land records of said county in Liber B. H. T. No. , on folio , did assign said mortgage unto the plaintiff to foreclose said mortgage for the collection of the debt due thereby.

That prior to the time of sale hereinafter mentioned default had occurred in the covenants of said mortgage by reason of the non-payment of the principal mortgaged debt of one thousand dollars, which debt with interest from August 21, 1929, yet remains unpaid, and by reason of the non-payment of the state and county taxes levied upon the mortgaged property for year 1929 on December 31, 1929, the date of maturity of said taxes, which taxes the mortgagors by the terms of said mortgage covenanted to pay.

That prior to the day of sale hereinafter mentioned the plaintiff did file with the Clerk of this court his bond to the State of Maryland dated January , 1930, in the penal sum of two thousand dollars executed by the plaintiff as principal, and with the American Surety Company of New York as surety thereon, and containing that condition required by the law of the State of Maryland in relation to the exercise of the power of sale contained in the mortgage because of default in the covenants of the same;

That said mortgage contains a power on the part of the mortgagee or his assigns to be exercised by him or them, in case of such defaults as are above set forth; a certified copy of the mortgage and its several assignments thereof have been filed in this cause.

That the plaintiff gave notice of the time, place, manner and terms of the sale hereinafter mentioned by an advertisement inserted in the Queenstown News, a newspaper published each week in Queen Anne's County aforesaid, in the editions or issues of said paper appearing on the following dates: January 11, 1930, January 18, 1930, January 25, 1930, and February 1, 1930.

That the plaintiff gave notice of the time, place, manner and terms of sale hereinafter mentioned by an advertisement inserted in the Centreville Record, a newspaper published each week in Queen Anne's County aforesaid in the editions of said paper appearing on the following dates: January 9, 1930; January 16, 1930, January 23, 1930, and January 30, 1930; that the first advertisement of notice of said sale was given more than twenty days previous to the day of sale hereinafter mentioned; a copy of this advertisement of sale with a certificate of the publishers of said paper as to the publication of said notice thereunto annexed is filed herewith as part hereof.

That pursuant to said notice of sale the plaintiff did attend in front of the store of Thomas J. Melvin in Grasonville, Queen Anne's County, Maryland on Saturday, February 1, 1930, at 3 o'clock P. M., and did then and there proceeded to make sale of the mortgaged property in the following manner, to wit: the plaintiff, after the sale had been announced and called by J. E. Anthony, his auctioneer, read to the parties assembled at the place of sale the advertisement of sale, and announced that the property described as Lot No. 1 in the advertisement of sale would be offered first, and that after that property had been offered the property described in the advertisement of sale as Lot No. 2 would be next offered; that then both lots would be offered as a whole, and that the sale would be made in the way the most money could be realized; that the auctioneer then offered Lot No. 1 and received a bid therefor of one thousand dollars; that the auctioneer then offered Lot No. 2 and received a bid therefor of one hundred fifty dollars; that the auctioneer then offered both properties as a whole at public sale to the highest bidder; the other two Lots having been offered also at public sale to the highest bidder, that the auctioneer received a bid for the tow Lots of land offered together or for the properties as a whole of twleve hundred fifty dollars; that the said Madison Brown, assignee of said mortgage, in exercise of the power of sale conferred upon him by said mortgage and because of the defaults above mentioned, did then and there sell the mortgaged property as a whole unto Thomas J. Melvin, he being then and there the highest bidder therefor at and for the sum of twelve hundred fifty dollars.

That the Lot described as No. 1 in the advertisement of sale is the land described as Parcel No. 1 in said mortgage, and the land described as Lot No. 2 in the advertisement of sale is the land described as Parcel No. 2 in said mortgage.

That the said Thomas J. Melvin has as yet made no compliance with the terms of sale.

That on the day of sale above mentioned there were due undersaid mortgage the following items; the principal mortgage debt of one thousand dollars; interest due thereon from August 21, 1929, and state and county taxes for year 1929 amounting to twenty six dollars and thirty six cents with interest from September 1, 1929.

Total amount of sale: \$1250.00.

Which is respectfully submitted,

MADISON BROWN

Assignee of 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 above named Madison Brown, assignee of mortgage and vendor as aforesaid, 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.

Filed February 12th 1930.

CERTIFICATE OF PUBLICATION OF SALE  
Filed February 12th, 1930.

#### SALE OF HOUSE AND LOT IN GRASONVILLE

Because default has occurred in the terms of a mortgage from James E. Burns and Elva Burns, his wife, to Christopher P. Walters, dated August 21, 1926, recorded in Liber B. H. T. No. 5, folio 521, land record book of Queen Anne's county, and by mesne assignments assigned to me (undersigned); I as assignee of said mortgage will sell at public sale to the highest bidder in front of the Store of Thomas J. Melvin in Grasonville, Queen Anne's County, Maryland, on SATURDAY, Feb. 1st, 1930 at 3 o'clock P. M., two lots of land:

LOT 1-This lot is located in Grasonville, Queen Anne's County, Maryland, on right of concrete road from Queenstown to Kent Island, is bounded on the west by land of O. C. King; on north by land of Carey Sadler, on east by Lot next described, and has a frontage on road of 60 feet, with a depth of 200 feet.

This lot is improved by a FRAME DWELLING HOUSE 2 1-2 stories front with back building attached, now in occupancy of James E. Burns, by building used as a summer kitchen and a garage.

This property is in good condition, well located in Grasonville and makes a nice home.

LOT 2-This lot is bounded on west by above described lot, on east by land of Walter Jewell, and has a frontage on concrete road of 60 feet and a depth of 200 feet. A nice lot to build on. Each parcel will be offered separately and then as a whole, and will be sold in way to realize most money.



TERMS OF SALE:-One third of purchase money on each lot 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 to satisfaction of undersigned. Further particulars made known on day of sale.

MADISON BROWN,

Assignee of Mortgage.

THE CENTREVILLE RECORD

Centreville, Md., Feb. 12, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Sale of House and Lot in the case of Madison Brown, Assignee of Mortgage vs. James E. Burns & Elva Burns, his wife 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 four successive weeks, (the 1st insertion being Jan. 9, 1930) before the 1st day of February in theyear 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

Filed February 12th, 1930.

N I S I

Madison Brown, Assignee of Mortgage

VS.

James E. Burns and Elva B. Burns, his wife

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2803.

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, Assignee of 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 \$1250.00.

B. HACKETT TURNER

Clerk.

Filed Feby. 12th. 1930.

CERTIFIED COPY OF ORDER NISI  
Filed May 7th, 1930.

ORDER NISI

Madison Brown, Assignee of Mortgage

vs.

James E. Burns and Elva B. Burns, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2803.

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, Assignee of 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 \$1250.00.

B. HACKETT TURNER,

Clerk.

True Copy

Test: B. HACKETT TURNER,

Clerk.

THE CENTREVILLE RECORD

Centreville, Md., May 6th, 1930.

H36812

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the order nisi in the case of Madison Brown, Assignee vs. James E. Burns &c. Chy # 2803 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 18 day of Mar. in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

ORDER OF COURT  
Filed May 7th, 1930.

In the Circuit Court for Queen Annes County, in Equity. Chancery 2803.

Ordered, this Seventh day of May in the year nineteen hundred and thirty (1930), that the sale of the real estate made and reported by Madison Brown, assignee of mortgage, set forth in the foregoing report of sale, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof, although notice appears to have been given in accordance with the order nisi heretofore passed in this cause.

And it is further ordered, that the papers of the cause be and the same are hereby referred unto John Palmer Smith as special auditor with directions to state and return to this courtan account between the proceeds of sale and Madison Brown as the party making the sale.

LEWIN W. WICKES.

Filed May 7th, 1931.

STATEMENT OF MORTGAGE DEBT.  
Filed May 7th, 1930,

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

Madison Brown, assignee of mortgage, ( Cause No. 2803.  
vs. )  
James E. Burns, and Elva B. Burns, ( his wife. )

Statement of Mortgage Debt.

James E. Burns and Elva B. Burns, his wife, to Madison Brown, assignee of mortgage mentioned below, being the mortgage described in the proceedings of the above entitled cause, Dr.

To amount of the principal mortgage debt secured by mortgage from James E. Burns and Elva B. Burns, dated August 21, 1925, and recorded in Liber B. H. T. No. 5, a land record of said County, on folio 521, given to Christopher P. Walters, who assigned the same to Nattie B. Walters, who assigned the same to Thomas J. Melvin, who assigned the same unto Madison Brown aforesaid, for purpose of collection and foreclosure, said debt remaining unpaid, to wit: the sum of . . . . .	\$1,000.00
To interest thereon on said debt from August 21, 1929, to February 1, 1930, day of sale of the mortgaged property in the above cause . . . . .	26.67
	\$1,026.67
To 5 per cent. attorney's commissions on said amount due to Madison Brown, attorney, in whose hands the mortgage has been placed for collection, . . . . .	51.33
	\$1,078.00

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

I hereby certify that on this seventh 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 aforesaid, personally appeared Madison Brown, assignee of the above described mortgage, and he did make oath in due form of law that the foregoing is a true statement of the indebtedness due under the mortgage therein described on February 1, 1930, to the best of his knowledge and belief.

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



REPORT AND ACCOUNT  
Filed 1/20/31.

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

Madison Brown, assignee of mortgage, ( )  
versus ( ) Cause No. 2803.  
James E. Burns and Elva Burns, his wife ( )

To the Honorable, the Judges of said Court:

I, John Palmer Smith, as special auditor to whom the papers of this cause have been referred for the purpose of the within account, unto Yours Honors respectfully sets forth:

I have examined the proceedings of the cause and find that the same have been had for the purpose of collecting a mortgage debt through a sale of the mortgaged property under the power of sale mentioned in the mortgage described in this cause. In the within account I have charged Madison Brown, the assignee of the mortgage, the party making the sale of the cause, with the gross amount of the sale made by him and then thereout allowed him: First, his commissions for making the sale per terms of the mortgage, the court costs of the cause, costs of advertising the sale and the order nisi of the cause, taxes on the mortgaged property paid by him, auctioneer's charges, cost of his bond and the fee of your auditor; secondly, I allowed him the balance of the sale remaining after these allowances on account of his mortgage claim. I append to the bottom of the account a statement showing the balance due on the mortgage claim after the same has been credited with the net proceeds of the sale mentioned above.

Which is respectfully submitted.

JOHN PALMER SMITH

Special Auditor.

January 19, 1931.

Cause No. 2803.

The proceeds of the sale of the mortgaged real estate of James E. Burns and Elva B. Burns, his wife, the mortgagors of the mortgage mentioned in this cause, in account with Madison Brown, assignee of said mortgage and as such the party selling said real estate under the power of sale contained in said mortgage.

	CR.	
1930		
Feb.		
1.	By amount of the gross sale of the mortgaged real estate made this date, per report of sale filed in this cause, to wit: sum of . . . . .	\$1,250.00
	DR.	
	To Madison Brown, the party making the sale for his commissions for so doing per terms of mortgage, the sum of . . . . .	\$82.50
	To do., for the court costs of this cause per Clerk's statement as follows:	
	Costs of B. H. Turner, Clerk, paid . . . . .	\$18.75
	Appearance fee of Madison Brown. . . . .	10.00 28.75
	To do., for costs of advertising sale in Queenstown News and costs of handbills, per account for same exhibited, to wit: . . . . .	10.00
	To do., for the costs of advertising order nisi on sale and audit in Centreville Record, per account, receipted, exhibited, to wit: . . . . .	8.00
	To do., for State and County taxes for year 1929 on property sold paid by him, per receipted account for same exhibited, to wit: the sum of . . . . .	27.66
	To do., for the charges of J. E. Anthony for crying sale, per bill for same exhibited, to wit:-	10.00
	To do., for the costs of his bond filed herein paid corporate surety thereon, per receipted account for same exhibited, to wit: sum of . . . . .	10.00
	To John Palmer Smith, special auditor, for stating this account, the sum of . . . . .	4.50
	To Madison Brown, assignee of mortgage, in part payment of the mortgage claim as of day of sale, this balance, to wit: the sum of . . . . .	1,068.59
		\$1,250.00
		\$1,250.00

STATEMENT OF MORTGAGE DEBT

James E. Burns and Elva B. Burns, his wife, mortgagors, in account with Madison Brown, assignee of mortgage,	DR.
1930, Feb. 1, To amount of mortgage debt due on day of sale per statement filed,	\$1,078.00
CR. By amount applicable thereto per above statement	<u>1,068.59</u>
DR. To balance due with interest thereon from February 1, 1930.	\$ 9.41

January 19, 1931. JOHN PALMER SMITH  
 Filed January 20th, 1931. Special Auditor.

NISI RATIFICATION OF AUDIT

Madison Brown, Assignee of Mortgage	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
James E. Burns and Elva Burns, his wife.	)	IN EQUITY
	)	CASE NO. 2803.

ORDERED, This 20th day of January in the year nineteen hundred and thirty one that the Report and Account filed in these proceedings by John Palmer Smith, Special Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th. day of February 1931; provided a copy of this order be published once a week in each of two successive weeks before the 7th. day of February, 1931, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed Jany. 20th. 1931.

Clerk's Certificate.

Madison Brown, Assignee of Mortgage	In the Circuit Court for
Vs.	Queen Anne's County, in
James E. Burns and Elva Burns, his wife.	Equity.
	No. 2803 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 20th. day of January, 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 17th. day of April, 1931.

Seal's  
Place.

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

CERTIFICATE OF NISI RATIFICATION OF AUDIT.  
 Filed Apr. 17th, 1931.

NISI RATIFICATION OF AUDIT

Madison Brown, Assignee of Mortgage  
 VS.  
 James E. Burns and Elva Burns, his wife.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2803.

136812

ORDERED, This 20th day of January, in the year nineteen hundred and thirty-one, that the Report and Account filed in these proceedings by John Palmer, Special Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th day of February 1931; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of February, 1931, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk  
 True Copy,  
 Test: B. HACKETT TURNER, Clerk.  
 Filed January 20, 1931.

THE CENTREVILLE RECORD

Centreville, Md. Apr. 17 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification Audit in the case of Madison Brown, Assignee of Mortgage vs. James E. Burns and Elva Burns, 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 two successive weeks before the 7th day of February in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Apr. 17th, 1931.

BY L. Hopkins.

FINAL ORDER OF RATIFICATION  
 Filed May 8th, 1931.

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

Madison Brown, assignee of mortgage,

vs.

James E. Burns and Elva Burns, his wife.

Cause No. 2803.

ORDERED, by the Circuit Court for Queen Anne's County, in Equity and by the authority of said court, on this seventh day of May in the year nineteen hundred and thirty one, that the within and foregoing report and account of John Palmer Smith, 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 said cause in relation to said report and account and Madison Brown, the party making the sale of the cause be and he is hereby ordered and directed to apply the proceeds of the sale accordingly with a due proportion of interest received and/or to be received on credit sales to his commissions and to the claim of the mortgagee.

THOMAS J. KEATING

Filed May 8th, 1931.



Cause No. 2820.

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

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

EZRA B. LOCKWOOD and  
LIZZIE LOCKWOOD, 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 Ezra B. Lockwood and Lizzie Lockwood, his wife, to The Goldsboro Bank, a body corporate, dated November 4th, 1910, and of the assignments of said mortgage, by mesne assignments, to William R. Horney, said mortgage and assignments being recorded in Liber S. S. No. 9, folios 364, etc., a land record book for Queen Anne's County, Maryland.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage 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.

HARPER & HORNEY  
Attorneys for Assignee.

CERTIFIED COPY OF MORTGAGE  
Filed May 21st, 1930.

#1555. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the twenty third day of January in the year nineteen hundred and eleven, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE made this 4th day of November, in the year Nineteen Hundred and ten by Ezra B. Lockwood, and Lizzie Lockwood, his wife, of Queen Annes County, State of Maryland.

WITNESSETH that whereas we owe The Goldsboro Bank, a body corporate, duly incorporated under the laws of the State of Maryland the sum of Five Hundred dollars, (\$500.00) for which we have given to said Bank our note for said amount of even date herewith and payable at its Banking House at Goldsboro, Maryland six months after date, and we did agree as a condition precedent to further secure the payment of said note and any and all renewal or renewals of a renewal which may be accepted by said Bank by a first mortgage lien upon the property herein after mentioned as being hereby conveyed.

NOW THEREFORE THIS MORTGAGE WITNESSETH that for and in consideration of the premises and the further sum of one dollar the said Ezra B. Lockwood and Lizzie Lockwood, his wife, do hereby grant and convey unto The Goldsboro Bank its successors and assigns in fee simple all that tract, parts of tracts or parcels of land situate, lying and being in the First Election District of Queen Annes County, State of Maryland and described as follows:-

All that piece or parcel of land on the west side of the public road leading from Templeville to Carsons corner and on the south side of the Public Road leading from Barclay to Carsons corner at Carsons Cross Roads adjoining the McMichael, the Walls and Wm Harrington property, containing twenty six acres of land more or less.

Also that tract or parcel of land situate in The First Election District of Queen Annes County as aforesaid on the north side of the Public Road leading from Barclay to Carsons Corner, and on the West side of the Public Road leading from Templeville to Carsons Corner, adjoining the above described property and called "Wrights Forest" containing Two acres of land more or less, the two above described parcels of land containing in the aggregate twenty eight (28) acres of land more or less. It being the same land which was conveyed by Charles Teat and Emma Teat, his wife, by

deed dated December twenty-six nineteen hundred and five to Daniel D. Reed and recorded in Liber J. E. G. No. 8 folio 503 one of the land record books for Queen Annes County, State of Maryland. It being the same land conveyed to the said Ezra B. Lockwood by Daniel D. Reed and Elizabeth A. Reed, his wife by deed dated September twenty-seventh nineteen hundred and ten and recorded among the land records for Queen Annes in Liber S. S. No. 8 folio 463.

TOGETHER WILL ALL THE RIGHTS? WAYS? WATERS? ROADS? PRIVILEGES advantages and appurtenances there unto belonging or appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of land and premises unto and to the proper use and benefit of the said The Goldsboro Bank its successors and assigns in fee simple, provided that if we shall cause to be paid the said note and any and all renewal notes as aforesaid, punctually according to the tenor of said note, principal and interest and performing all the covenants herein contained than this mortgage shall be void. And it is agreed that until default be made in the premises the said Ezra B. Lockwood, and Lizzie Lockwood his wife their heirs and assigns may possess said property and we covenant to pay as they severally fall due the said note and all and every renewal or renewals thereof as aforesaid and interest hereby intended to be secured all taxes that may be levied on the property hereby intended to be conveyed and all prior liens upon said property when each shall become due and all cost and attorney's commission and charges incurred in the collection of said said note or notes or any part hereof and to insure immediately and pending this mortgage to keep insured the improvements on said premises to the amount of at least its insurable value in some Insurance Company, to be first approved by the mortgagee 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 note or notes aforesaid hereby secured but in case of default in any covenant herein then the whole debt hereby intended to be secured shall be immediately due and demandable and the said mortgagee its successors or assigns or T. Alan Goldsborough its Attorney are hereby authorized to sell said hereby mortgage property pursuant to law and to convey the same to the purchaser upon the following terms namely; Cash on day of sale or for Cash and credit at the option of the person making such sale. The credits if any, to bear interest from the day of sale and to be satisfactorily secured and to apply the proceeds to the payment, First all the prior liens then payable, second all expenses incident to such sale including the commission to the party selling equal to the commission allowed trustee in equity, together with attorney fees and cost, Third, All moneys owing on said note or notes as aforesaid including attorney's commission on said note or notes, Fourth, the balance to us or whoever may be entitled to the same, in the event said property is advertised under the powers hereby granted and settlement is made before sale, said mortgagors for themselves, their heirs and assigns hereby agreeing to pay all expenses incurred up to day of settlement including attorneys fees, court cost, advertisement and one half of the said commission to party advertising sale.

Witness the hand and seal of the said Mortgagors.

Ezra B. Lockwood (SEAL)

Test:

Mrs. Lizzie Lockwood (SEAL)

Charles M. Townsend.

STATE OF DELAWARE

NEW CASTLE COUNTY, to wit:-

I hereby certify that on this Fourth day of November in the year Nineteen Hundred and ten before me, Charles M. Townsend, a Notary Public of the State of Delaware aforesaid personally appeared Ezra B. Lockwood and Lizzie Lockwood, his wife and acknowledged the foregoing mortgage to be their act.

Charles M. Townsend

Notary  
Seal  
Public.

Notary Public.

STATE OF MARYLAND

CAROLINE COUNTY, to wit:

I hereby certify that on this 5th day of November in the year Nineteen hundred ten before me the subscriber a Justice of the Peace of the State of Maryland in and for Caroline County aforesaid personally appeared Robert Jarrell, Jr the Cashier, agent and attorney of The Goldsboro Bank 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 he also made oath in due form of law that he is Cashier, agent and attorney of the said The Goldsboro Bank and is duly authorized to make this affidavit.

William G. Smith

Justice of the Peace.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I hereby certify, that William G. Smith, Esquire, before whom the annexed affidavit was made, and who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Caroline County,

duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgements, and that his signature is genuine.

In testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Caroline County, this 20th. day of January, A. D. 1911.

Circuit  
Court Seal.

J. Kemp Stevens.  
Clerk of the Circuit Court  
for Caroline County.

Queen Anne's County, to wit: Be it remembered that on the eighteenth day of November, in the year nineteen hundred and twenty four the following assignment was brought to be recorded, to wit;

For value received the Goldsboro Bank hereby assigns the foregoing mortgage to the Sudlersville Bank of Maryland without recourse.

Witness the corporate name of said The Goldsboro Bank subscribed by the President, and its corporate seal attested by the Cashier this 25th. day of October, 1925.

Franklin P. Medford, President.

Attest: Robert Jarrell Jr.  
Cashier.

Corporate  
Seal's  
Place.

Queen Anne's County, to wit: Be it remembered that on the 21st. day of May, in the year 1930, the following Assignment was brought to be recorded, to wit:-

For value received, The Sudlersville Bank of Maryland, a body corporate, does hereby assign the within and foregoing mortgage to William R. Horney for the purpose of collection by foreclosure or otherwise.

Witness the corporate name of said The Sudlersville Bank of Maryland subscribed by its President and its corporate seal attested by its cashier, this twentieth day of May, in the year nineteen hundred and thirty.

The Sudlersville Bank of Maryland.

By Dudley G. Roe.  
Its President.

Attest: John F. Stokes,  
Its Cashier. 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. 9, fol. 364 etc. a Land record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 21st. day of May, in the year nineteen hundred and thirty.

B. Hackett Turner

Seal's  
Place.

Clerk.

CERTIFIED COPY OF BOND  
Filed June 7th, 1930.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh day of June, in the year 1930, 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 One thousand dollars (\$1,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally firmly by these presents, sealed with our seals, and dated this seventh day of June, in the year nineteen hundred and thirty.

WHEREAS, a certain mortgage from Ezra B. Lockwood and Lizzie Lockwood, his wife, to the Goldsboro Bank, a body corporate, bearing date the fourth day of November, nineteen hundred and ten, and recorded in Liber S. S. No. 9, folios 364 etc. a land record book for Queen Anne's County aforesaid, has been by mense assignments duly assigned to the said William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage:



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

William R. Horney (SEAL)

United States Fidelity and Guaranty Company.

By William R. Horney.

Its attorney in fact.

Seal's Place.

Attest:

Hilda T. Seward.

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

Security approved and Bond filed June 7th. 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. 80 a Bond record Book for Q. A. Co. 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 June, in the year 1930.

B. Hackett Turner

Seal's Place.

Clerk.

REPORT OF SALE  
Filed June 16th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

EZRA B. LOCKWOOD and  
LIZZIE LOCKWOOD, his wife,  
Mortgagors.

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

Cause No. 2820.

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 Ezra B. Lockwood and Lizzie Lockwood, his wife, to The Goldsboro Bank, bearing date the 4th day of November, 1910, and recorded in Liber S. S. No. 9, folios 364, 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 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 Sudlersville Bank of Maryland, in the town of Sudlers-

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ville, Queen Anne's County, Maryland, on Saturday, the 14th day of June, 1930, at the hour of 2:30 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: PARCEL NUMBER ONE. All that tract, parts of tracts or parcels of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, and described as follows: all that piece or parcel of land on the west side of the public road leading from Templeville to Carsons Corner and on the south side of the public road leading from Barclay to Carsons Corner at Carsons Cross Roads, adjoining the McMichael, the Walls and the William Harrington properties, containing twenty six (26) acres of land, more or less: PARCEL NUMBER TWO. All that tract or parcel of land situate in the First Election District of Queen Anne's County aforesaid, on the north side of the public road leading from Barclay to Carsons Corner and on the west side of the public road leading from Templeville to Carsons Corner, adjoining the above described property and called "Wrights Forest", containing two (2) acres of land, more or less, excepting therefrom, however, that part of Parcel Number Two, containing one (1) acre of land, more or less, which was granted and conveyed by Meri Semonski to Joshua Seney, et al., by deed bearing date the 29th day of June, 1916, and recorded in Liber J. F. R. No. 9, folios 478, etc., a land record book for Queen Anne's County aforesaid, the two above described parcels of land, minus the exception above mentioned, containing in the aggregate twenty seven (27) acres of land, more or less, and sold the same to John Ruff, of Queen Anne's County aforesaid, at and for the sum of Five Hundred and Fifty Dollars (\$550.00), he being then and there the highest bidder therefor at said sum. The said William R. Horney, Assignee of Mortgage as aforesaid, first offered Parcel Number Two (above described), as Parcel No. 1 and received a bid therefor of Fifty Dollars (\$50.00); he then offered Parcel Number One (described above), as Parcel No. 2 and received a bid therefor of Four Hundred and Fifty Dollars (\$50.00); and he then offered both parcels as a whole and sold the same as hereinbefore reported. 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 receive all the landlord's share of all crops, if any, the growing on said property; that the purchaser would be required to pay all State and County taxes levied on said property for the year 1930 and thereafter; that all title papers would be at the expense of the purchaser; that the insurance on the buildings would be adjusted as of the day of sale; and that the lot or parcel of land, containing one acre of land, more or less, hereinbefore mentioned as having been sold and conveyed by meri Semonski to Joshua Seney, et al., would not be sold under said mortgage, with the intent that the present owner or owners thereof should held the same free, clear and discharged of said mortgage.

5. That the said John Ruff has complied with the terms of sale.

Respectfully submitted,

WILLIAM R. HORNEY  
Assignee of Mortgage.

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

I HEREBY CERTIFY, that on this 16th day of June, in the year nineteen hundred and thirty, 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 as therein set forth to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Filed June 16th, 1930.

B. HACKETT TURNER  
Clerk.

CERTIFIED COPY OF ADVERTISEMENT  
Filed June 16/30.

ASSIGNEE'S SALE OF VALUABLE SMALL FARM.

Default having occurred in the terms of the mortgage from Ezra B. Lockwood and Lizzie Lockwood, his wife, to The Goldsboro Bank, a body corporate, dated November 4th, 1910, and recorded in Liber S. S. No. 9, folios 364, etc., a land record book for Queen Annes County, Maryland, the undersigned, assignee by mesne assignments, by virtue of the power of sale contained in said mortgage will sell at public sale to the highest bidder, in front of The Sudlersville Bank of Maryland, in Sudlersville, Queen Anne County, Maryland, on SATURDAY, June 14, 1930 beginning

at the hour of 2.30 o'clock, P. M., the following described real estate, to wit:

All that tract, parts of tracts or parcels of land situate, lying and being in the First Election District of Queen Annes County, State of Maryland, and described as follows: all that piece or parcel of land on the west side of the public road leading from Templeville to Carsons Corner and on the south side of the public road leading from Barclay to Carsons Corner at Carems Cross Roads, adjoining the McMichael, the Walls and Wm. Harrington property, containing 26 acres of land, more or less; also that tract or parcel of land situate in the First Election District of Queen Annes County aforesaid, on the north side of the public road leading from Barclay to Carsons Corner and on the west side of the public road leading from Templeville to Carsons Corner, adjoining the above described property and called "Wrights Forest", containing 2 acres of land, more or less, the two above described parcels of land containing in the aggregate 28 ACRES OF LAND, MORE OR LESS

The improvements consist of a dwelling, barn and other outbuildings in fair condition.

TERMS OF SALE: (as prescribed by the mortgage); Cash on day of sale, or, if desired, cash in the sum of \$200.00 on day of sale and the balance in two equal installments, payable, respectively, in six and twelve months from day of sale, the credit payments, if any, to bear interest from the day of sale and to be secured satisfactorily to the undersigned. Possession will be given upon the ratification of the sale by the Court. Further particulars will be made known on the day of sale.

WILLIAM R. HORNEY

Assignee of Mortgage.  
HARPER and HORNEY, Attorneys.  
J. ELMER ANTHONY, Auct.

THE CENTREVILLE OBSERVER

Centreville, Md., June 16th, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of "William R. Horney, Assignee of Mortgage, vs. Ezra B. Lockwood and Lizzie Lockwood, 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 in said newspaper on the 22nd day of May, 1930, more than twenty days before the 14th day of June in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Filed June 16/30

"EXHIBIT A".

N I S I

William R. Horney,  
Assignee of Mortgage

vs.

Ezra B. Lockwood and  
Lizzie Lockwood, his wife,  
Mortgagors.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CHANCERY NO. 2820.

ORDERED, This 16th. day of June A. D., 1930, 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 21st 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 21st day of July next.

The Report states the amount of sales to be \$550.00

B. HACKETT TURNER Clerk.

Filed June 16th. 1930.

NISI

William R. Horney, Assignee of Mortgage  
vs.

Ezra B. Lockwood and Lizzie Lockwood, his wife,  
Mortgagors

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CHANCERY No. 2820.

ORDERED, This 5th day of July, A. D., 1930, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of 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 11th day of August next.

The Report states the amount of sales to be \$550.00.

Filed July 5th, 1930.

B. HACKETT TURNER Clerk

1136812

STATEMENT OF MORTGAGE DEBT  
Filed Aug. 7th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

EZRA B. LOCKWOOD and  
LIZZIE LOCKWOOD, his wife,  
Mortgagors.

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

Cause No. 2820.

STATEMENT OF MORTGAGE DEBT

Statement of principal mortgage debt and interest owing as of the day of sale under the mortgage from Ezra B. Lockwood and Lizzie Lockwood, his wife, to The Goldsboro Bank, bearing date the fourth day of November, nineteen hundred and ten, and recorded in Liber S. S. No. 9, folios 364, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned by mesne assignments to the said William R. Horney, which said assignments are duly recorded at the foot of said mortgage:

Amount of the principal mortgage debt as evidenced by the promissory note of Meri Semonski (the owner of the equity of redemption in the real estate sold in this cause) and the original mortgage, both attached hereto, to wit: ----- \$ 500.00

Amount of interest on same from the 4th day of May, 1930, (the date to which the interest was last paid), to the 14th day of June, 1930, (the date of the sale of the real estate made and reported in this cause), ----- 3.33

Total amount of principal mortgage debt and interest owing as of the said 14th day of June, 1930, ----- \$ 503.33

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

I HEREBY CERTIFY that on this seventh day of August, in the year nineteen hundred and thirty, 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 Aug. 7th, 1930.

THIS MORTGAGE made this 4th day of November, in the year Nineteen Hundred and ten by Ezra B. Lockwood, and Lizzie Lockwood, his wife, of Queen Annes County, State of Maryland.

WITNESSETH that whereas we owe "The Goldsboro Bank, a body corporate, duly incorporated under the laws of the State of Maryland the sum of Five Hundred dollars, (\$500.00) for which we have given to said bank our note for said amount of even date herewith and payable at its Banking House at Goldsboro, Maryland six months after date, and we did agree as a condition precedent to further secure the payment of said note and any and all renewal or renewals of a renewal which may be accepted by said Bank by a first mortgage lien upon the property herein after mentioned as being hereby conveyed.

NOW THEREFORE THIS MORTGAGE WITNESSETH that for and in consideration of the premises and the further sum of one dollar the said Ezra B. Lockwood and Lizzie Lockwood, his wife, do hereby grant and convey unto The Goldsboro Bank its successors and assigns in fee simple all that tract, parts of tracts or parcels of land situate, lying and being in the First Election District of Queen Annes County, State of Maryland and described as follows:-

All that piece or parcel of land on the west side of the public road leading from Templeville to Carsons corner and on the south side of the Public Road leading from Barclay to Carsons corner at Carsons Cross Roads adjoining the McMichael, the Walls and Wm. Harrington property, containing twenty six acres of land more or less.

Also that tract or parcel of land situate in The First Election District of Queen Annes County as aforesaid on the north side of the Public Road leading from Barclay to Carsosn Corner, and on the West side of the public road leading from Templeville to Carsons Corner, adjoining the above described property and called "Wrights Forest" containing Two acres of land more or less, the two above described parcels of land containing in the aggregate twenty eight (28) acres of land more or less. It being the same land which was conveyed by Charles Teat and Emma Teat,

his wife, by deed dated December twenty-six nineteen hundred and five to Daniel D. Reed and recorded in Liber J. E. G. No. 8 folio 503 one of the land record books for Queen Annes County, State of Maryland. It being the same land conveyed to the said Ezra B. Lockwood by Daniel D. Reed and Elizabeth A. Reed, his wife by deed dated September twenty-seventh nineteen hundred and ten and recorded among the land records for Queen Annes in Liber S. S. No. 8 folio 463.

TOGETHER WITH ALL THE RIGHTS? WAYS? WATERS? ROADS? PRIVILEGES advantages and appurtenances there unto belonging or appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of land and premises unto and to the proper use and benefit of the said The Goldsboro Bank its successors and assigns in fee simple, provided that if we shall cause to be paid the said note and any and all renewal notes as aforesaid, punctually according to the tenor of said note, principal and interest and performing all the covenants herein contained than this mortgage shall be void. And it is agreed that until default be made in the premises the said Ezra B. Lockwood, and Lizzie Lockwood his wife their heirs and assigns may possess said property and we covenants to pay as they severally fall due the said note and all and every renewal or renewals thereof as aforesaid and interest hereby intended to be secured all taxes that may be levied on the property hereby intended to be conveyed and all prior liens upon said property when each shall become due and all cost and attorney's commission and charges incurred in the collection of said note or notes or any part hereof and to insure immediately and pending this mortgage to keep insured the improvements on said premises to the amount of at least its insurable value in some Insurance Company, to be first approved by the mortgagee 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 note or notes aforesaid hereby secured but in case of default in any covenant herein then the whole debt hereby intended to be secured shall be immediately due and demandable and the said mortgagee its successors or assigns or T. Alan Goldsborough its Attorney are hereby authorized to sell said hereby mortgage property pursuant to law and to convey the same to the purchaser upon the following terms namely; Cash on day of sale or for cash and credit at the option of the person making such sale. The credits if any, to bear interest from the day of sale and to be satisfactorily secured and to apply the proceeds to the payment, First all the prior liens then payable, second all expenses incident to such sale including the commission to the party selling equal to the commission allowed trustee in equity, together with attorney fees and cost, Third, All moneys owing on said note or notes as aforesaid including attorney's commission on said note or notes, Fourth, the balance to us or whoever may be entitled to the same, in the event said property is advertised under the powers hereby granted and settlement is made before sale, said mortgagors for themselves, their heirs and assigns hereby agreeing to pay all expenses incurred up to day of settlement including attorneys fees, court cost, advertisement and one half of the said commission to party advertising sale.

Witness the hand and seal of the said Mortgagors.

Test: Charles M. Townsend

EZRA B. LOCKWOOD (Seal)

MRS. LIZZIE LOCKWOOD (Seal)

MRS. LIZZIE LOCKWOOD (Seal)

State of Delaware  
New Castle County

To-wit:

I hereby certify that on this Fourth day of November in the year Nineteen Hundred and ten before me, Charles M. Townsend, a Notary Public of the State of Delaware aforesaid personally appeared Ezra B. Lockwood and Lizzie Lockwood, his wife and acknowledged the foregoing mortgage to be their act.

Notary  
Public  
Seal.

CHARLES M. TOWNSEND  
NOTARY PUBLIC.

State of Maryland, Caroline County To-wit:

I hereby certify that on this 5th day of November in the year Nineteen hundred ten before me the subscriber a Justice of the Peace of the State of Maryland in and for Caroline County aforesaid personally appeared Robert Jarrell, Jr the Cashier, agent and attorney of The Goldsboro Bank and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fida as therein set forth, and he also made oath in due form of law that he is Cashier, agent and attorney of the said The Goldsboro Bank and is duly authorized to make this affidavit.

WILLIAM G. SMITH  
Justice of the Peace.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that William G. Smith Esquire, before whom the annexed affidavit was made, and who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Caroline County, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments, and that his signature is genuine.

In testimony whereof, I herein set my hand and affix the seal of the Circuit Court for Caroline County, this 20th day of Jany, A. D., 1911.

Seal's  
Place.

J. KEMP STEVENS  
Clerk of the Circuit Court for Caroline  
County.



136812

For value received The Goldsboro Bank hereby assigns the foregoing mortgage to The Sudlersville Bank of Maryland without recourse.

Witness the corporate name of said The Goldsboro Bank, subscribed by its President and its corporate seal attested by its Cashier, this 25th day of October, 1925.

Attest  
Robert Jarrell Jr.  
Cashier

FRANKLIN P. MEDFORD  
President.

Assignment Recorded November 18th, 1924, in Liber S. S. No. 9 folio 367, a Land Record Book for Queen Anne's County.

The Goldsboro  
Bank Seal.

B. HACKETT TURNER, Clerk

FOR VALUE RECEIVED, The Sudlersville Bank of Maryland, a body corporate, does hereby assign the within and foregoing Mortgage to William R. Horney for the purpose of collection by foreclosure or otherwise.

WITNESS the corporate name of said The Sudlersville Bank of Maryland subscribed by its President and its corporate seal attested by its cashier, this twentieth day of May, in the year nineteen hundred and thirty.

ATTEST:

JOHN F. STOKES  
Its Cashier.

THE SUDLERSVILLE BANK OF MARYLAND,

The  
Sudlersville  
Bank seal.

By DUDLEY G. ROE  
Its President.

Filed May 21st, 1930  
Above asgmt. filed & recorded May 21st, 1930, in Liber S. S. No. 9 fol. 367, a Land Record Book for Queen Anne's Co.

B. HACKETT TURNER, Clerk.

CERTIFIED COPY OF ORDER NISI  
Filed Sep. 12th, 1930.

NISI

WILLIAM R. HORNEY, ASSIGNEE OF  
MORTGAGE

vs.

EZRA B. LOCKWOOD AND LIZZIE LOCK-  
WOOD, HIS WIFE MORTGAGORS!

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY

CHANCERY NO. 2820.

ORDERED, This 5th day of July A. D., 1930, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of Sept., 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 11th day of August, next.

The Report states the amount of sales to be \$550.00.

B. HACKETT TURNER, Clerk.

True copy Test:-

B. HACKETT TURNER, Clerk.

Filed-July 5th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., September 12, 1930

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assignee of Mortgage vs. Ezra B. Lockwood and Lizzie Lockwood, his wife Mortgagors a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 10th day of July 1930, being more than four weeks before the 11th day of Sept. 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

BY Margaret E. Durney.

REPORT AND ACCOUNT OF THE AUDITOR  
 Filed Oct. 15, 1930.

Cause No. 2820.

The proceeds of the sale of the mortgaged real estate of Ezra B. Lockwood and Lizzie Lockwood, his wife, mortgagors, in account with William R. Horney, assignee of the mortgage from said mortgagors described in this cause, party making the sale of this cause under the power contained in said mortgage.

June 14, 1930.

CR.

By gross amount of the sale under said mortgage per report of sale filed, to wit: the sum of . . . . . \$550.00

DR.

To William R. Horney, party making the sale, for his commissions for so doing per terms of the mortgage, to wit: the sum of . . . . .	\$38.25	
To do., for the costs of advertising in the Centreville Observer:		
Notice of the sale . . . . .	\$30.00	
Order nisi on the sale . . . . .	5.00	
Order nisi as to this audit . . . . .	3.00	38.00
per account for same receipted, exhibited.		
To do., for the court costs of this cause per Clerk's statement as follows:		
Costs of B. H. Turner, Clerk, paid . . . . .	\$18.75	
Appearance fee of Harper and Horney . . . . .	10.00	28.75
To do., for the costs of his bond with corporate surety thereon filed herein, to wit: sum of . . . . .		5.00
To do., for the amount paid by him to J. E. Anthony for crying the sale made per receipt of latter exhibited, to wit: the sum of . . . . .		10.00
To Madison Brown, auditor, for stating this account, the sum of . . . . .		4.50
		\$124.50
To William R. Horney as assignee of the said mortgage, this balance (which is the net sale) to wit: . . . . .		425.00
		<u>\$550.00</u>
		<u>\$550.00</u>

STATEMENT OF MORTGAGE DEBT.

Ezra B. Lockwood and Lizzie Lockwood, his wife, to William R. Horney, assignee of above mentioned mortgage,	DR.
1930-June 14-	
To amount of the mortgage debt due this date per statement filed:	\$503.33
Cr. By amount of the net sale to be applied thereto . . . . .	<u>425.50</u>
Dr. To balance with interest thereon from June 14, 1930. . . . .	\$ 77.83

MADISON BROWN  
 auditor.

October 15, 1930.

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

William R. Horney, assignee,	(	
vs.	)	Cause No. 2820.
Ezra B. Lockwood, et al.	(	

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 were had for the collection of a mortgage debt by foreclosure of the mortgage described in this cause and the sale had did not produce enough to pay the mortgage debt and costs of sale.



In the within account I have charged William R. Horney, the party making the sale under the power of sale given by the mortgage with the gross amount of the sale made by him and thereout allowed him as follows:

To him as party making the sale his commissions for so doing per terms of the mortgage, the costs of advertising the sale and the several orders nisi of the cause, the costs of the Clerk of the Court and the charges of the auctioneer for crying the sale in accordance with his receipted accounts for same, the other part of the court costs, the cost of his bond and the fee of the auditor, and

To him as the assignee of said mortgage the amount of the sale so made less the allowances mentioned above, or in other words the net proceeds of the sale on account of his mortgage claims per statement filed.

Below the account is a statement showing the balance due the said assignee after the application to his debts of the net proceeds of the sale above mentioned.

Which is respectfully submitted.

MADISON BROWN

October 15, 1930.

auditor.

NISI RATIFICATION OF AUDIT

William R. Horney,  
Assignee of Mortgage

VS.

Ezra B. Lockwood et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE No. 2820.

ORDERED, This 15th day of October 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 7th. day of November, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 31st. day of October, 1930 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Oct. 15th. 1930.

CERTIFIED COPY OF NISI RATIFICATION OF AUDIT  
Filed Nov. 8th, 1930.

NISI RATIFICATION OF AUDIT.

WILLIAM R. HORNEY,  
Assignee of Mortgage

vs.

EZRA B. LOCKWOOD, et. al.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY.

CASE NO. 2820.

ORDERED, This 15th day of October 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 7th day of November, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 31st day of October, 1930, in some newspaper printed and published in Queen Annes County.

B. HACKETT TURNER Clerk.

True Copy Test:

B. HACKETT TURNER Clerk.

Filed Oct. 15th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., November 8 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. Ezra B. Lockwood et al. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 16st day of Oct, 1930, being more than two weeks before the 31st day of Oct. 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed Nov. 8th, 1930.

## CLERK'S CERTIFICATE

Wm. R. Horney  
Assignee of mtg.

VS.

Ezra B. Lockwood, et al.

In the Circuit Court  
for Queen Anne's County,  
in Equity.  
No. 2820 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 15th day of October, 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 affix, this 8th day of Nov, 1930.

Circuit  
Court  
Seal.

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

FINAL ORDER OF RATIFICATION  
Filed Nov. 15th, 1930

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

EZRA B. LOCKWOOD and  
LIZZIE LOCKWOOD, his wife,  
Mortgagors.

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

Cause No. 2820.

ORDERED, this 8th 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 said Court, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the previous order of Ratification Nisi passed thereon in this cause, and the Assignee, William R. 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 Assignee.

Filed Nov. 15th, 1930.

LEWIN W. WICKES



Cause No. 2823.

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

H. B. W. MITCHELL, ASSIGNEE,

VS.

JOHN B. SHAWN AND  
ROSIE A. SHAWN, HIS WIFE.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,  
IN EQUITY,  
No.

B. Hackett Turner, Clerk:

You will docket suit as per the above titling, file certified copy of mortgage from John B. Shawn and Rosie A. Shawn, his wife, to Hiram G. Dudley, dated the 21st. day of August, 1918, and recorded in Liber J. F. R. No. 1 folio 200, a land record book for Queen Anne's County, and assignments thereof, and of mortgage and chattel mortgage from John B. Shawn and Rosie A. Shawn, his wife, to Frank S. Dudley, Hiram G. Dudley, Junior, and Thomas J. Keating, Executors and Trustees of the estate of Hiram G. Dudley, late of Baltimore City, deceased, dated the 30th. day of December, 1926, and recorded in Liber B. H. T. No. 6 folio 258, a land record book for Queen Anne's County and assignments thereof.

H. B. W. MITCHELL  
ATTORNEY.

CERTIFIED COPY OF MORTGAGE  
Filed May 31st, 1930.

#6600. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty-sixth day of August, in the year nineteen hundred and eighteen, the following MORTGAGE was brought to be recorded, to wit:

THIS MORTGAGE, made this twenty-first day of August, in the year nineteen hundred and eighteen, by John B. Shawn and Rosie A. Shawn, his wife, of Candem County, in the State of New Jersey, formerly of Queen Anne's County, Maryland.

WHEREAS, Hiram G. Dudley of Baltimore City, in the State of Maryland, has loaned and advanced to the said John B. Shawn the sum of Five Thousand Dollars (\$5,000.00) to complete the payment of the balance of purchase money for the real estate hereinafter described and which said amount has been thereto applied;

AND WHEREAS, the said John B. Shawn, as a condition precedent to receiving said loan and advance, agreed and does hereby agree to pay unto the said Hiram G. Dudley the said sum of Five Thousand Dollars (\$5,000.00) at the expiration of three years from the date hereof and to pay the interest thereon in the meantime semi-annually from the date hereof, and to secure the payment of said principal debt and interest by the execution of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH That, in consideration of the premises and of the said sum of Five Thousand Dollars (\$5,000.00) the said John B. Shawn and Rosie A. Shawn, his wife, do hereby grant and convey unto the said Hiram G. Dudley, his heirs and assigns, in fee simple, the following real estate, to wit:-

ALL that tract of land or farm called or known as the "Ben Shawn Farm", situate lying and being in Batt's Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, adjoining the "Norman Farm" of Sudler Cockey, the land of the Heirs-at-law of Mrs. W. T. Stevens, the land of James E. Kirwan and the lands of others, containing one hundred and fifty eight acres, one rood and nineteen perches of land, more or less, being the same and all the land conveyed to the said John B. Shawn by the two following deeds bearing date August 21st, 1918, and to be recorded among the Land Record Books for Queen Anne's County, Maryland, preceding this mortgage, that is to say: By the deed from James T. Bright, Attorney-in-Fact for Susan A. Shawn, and by the deed from Madison Brown, Assignee and Vendor, to which said deeds 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 John B. Shawn, his heirs, executors, administrators or assigns, shall well and truly pay to the said Hiram G. Dudley, his executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars (\$5,000.00), 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 herein on his their part to be performed, then this mortgage shall be void; and until default be made in the premises the said John B. Shawn, his heirs and assigns, shall possess said property.

AND the said John B. Shawn, 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 Hiram G. Dudley, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Hiram G. Dudley, his executors, administrators or assigns, or THOMAS J. KEATING their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest 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 Mortgagor, or whoever may be entitled to the same.

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

IT IS HEREBY AGREED AND UNDERSTOOD That the said John B. Shawn shall be permitted to make partial payment on account of the said principal debt previous to the maturity of the entire mortgage indebtedness; provided that any such payment shall be in the sum of Five Hundred Dollars (\$500.00) or a mutiple thereof and shall be made at the maturity of some interest period.

WITNESS the hands and seals of the Grantors the day and year first above written.

TEST:

JOHN B. SHAWN (SEAL)

ROSIE A. SHAWN (SEAL)

Arthur H. Paul

Witness to both signatures.

STATE OF NEW JERSEY, CANDEM COUNTY, TO WIT:-

I HEREBY CERTIFY That on this 21st day of August, in the year nineteen hundred and eighteen, before the Subscriber, a Notary Public of the State of New Jersey, in and for Candem County, duly commissioned and qualified, personally appeared John B. Shawn and Rosie A. Shawn, his wife, and did each acknowledge the afore-going Mortgage to be their act and deed.

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

Arthur H. Paul  
Notary Public of New Jersey

Notary  
Public  
Seal.

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

I HEREBY CERTIFY That on this 26th day of August, in the year nineteen hundred and eighteen, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Thomas J. Keating, Agent for the Mortgagee, Hiram G. Dudley, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

And the said Thomas J. Keating at the same time before me further made oath in due form of law that he is the duly authorized Agent of the said Hiram G. Dudley, Mortgagee, to make the oath as to the consideration therein set forth.

ROBERT COURSEY  
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the 31st day of March, in the year 1928, the following assignment was brought to be recorded, to wit:

Pursuant to an order of the Circuit Court of Baltimore City, and for value received, we do hereby assign and transfer the within and foregoing mortgage unto the Queen Anne's National Bank of Centreville, Maryland, a body corporate, without recourse or guarantee.

Witness our hands and seals this 31st day of March, in the year 1928.

Witness as to Frank S. Dudley & Hiram G. Dudley, Jr.

FRANK S. DUDLEY (SEAL)

HIRAM G. DUDLEY, JR. (SEAL)

Richard Laur.

THOS. J. KEATING (SEAL)

Witness as to Thos. J. Keating

Executors and trustees under the will of Hiram G. Dudley, deceased.

Thos. J. Keating, Jr.

Queen Anne's County, to wit: Be it remembered that on the 31st day of May, 1930, the following assignment was brought to be recorded, to wit:

The within and foregoing mortgage is hereby transferred and assigned to H. B. W. Mitchell for the purpose of foreclosure and collection.

In witness whereof the Queen Anne's National Bank of Centreville, a body corporate, has caused these presents to be signed by the President and its corporate seal to be hereto affixed and attested by its Cashier, this 20th day of May, 1930.

Attest:  
J. Lemuel Roberts,  
Cashier.

The Queen Anne's National Bank of Centreville, a body corporate,  
By John L. Rhodes, President

Witness: Katherine C. Morris.

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. No. 1, folio 200 etc., a land record book of 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 thirty first day of May in the year nineteen hundred and thirty.

Seal's Place.

B. Hakcett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE  
Filed May 31st, 1930.

.....  
#12,257. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 3rd. day of January, in the year nineteen hundred and twenty seven, the following Mortgage and Chattel Mortgage was brought to be recorded, to wit:

This mortgage and chattel mortgage, Made this thirtieth day of December, in the year nineteen hundred and twenty six, by John B. Shawn and Rosie A. Shawn, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, said John B. Shawn and Rosie A. Shawn are jointly and severally indebted unto Frank S. Dudley, Hiram G. Dudley, Juniro, and Thomas J. Keat-



ing, Executors and Trustees of the estate of Hiram G. Dudley, late of Baltimore City, Maryland, deceased, in the full and just sum of one thousand dollars for money this day loaned and advanced unto the said John B. Shawn and Rosie A. Shawn by said executors and trustees, which said sum of one thousand dollars loaned and advanced as aforesaid is to be repaid on the twenty first day of August, nineteen hundred and twenty seven, and interest on said amount is to be paid at the rate of six percentum per annum, interest to be paid on the 21st. of February, 1927, and semi-annually thereafter, and there was an express condition precedent to said loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

NOW, THEREFORE, this Mortgage and Chattel Mortgage witnesseth: that for and in consideration of the premises and the aforesaid sum of one thousand dollars, the said John B. Shawn and Rosie A. Shawn, his wife, do hereby grant and convey and bargain and sell unto the said Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, executors and trustees of the estate of Hiram G. Dudley, late of Baltimore City, Maryland, deceased, the following real estate and personal property, to wit: All that tract of land or farm called or known as the "Ben Shawn Farm" situate, lying and being in Batt's Neck on Kent Island, in The Fourth Election District of Queen Anne's County, Maryland, adjoining the "Norman Farm" of Sudler Cockey, the land of the heirs at law of Mrs. W. T. Stevens, deceased, the land of James E. Kirwan and the lands of others, containing one hundred and fifty eight acres, one rood and nineteen perches of land, more or less, and being the same and all the land conveyed to the said John B. Shawn by the two following deeds bearing date August the twenty first, nineteen hundred and eighteen, that is to say: By the deed from James T. Bright, Attorney in fact for Susan A. Shawn, recorded in Liber J. F. R. No. 1 folios 197 etc., a land record book for Queen Anne's County, and the deed from Madison Brown, Assignee and Vendor, recorded in Liber J. F. R. No. 1 folios 198 etc., a land record book for said County, to which said deeds and the references contained in them reference is hereby expressly made for a more particular description of said land.

#### PERSONAL PROPERTY.

1 new single spout corn sheller, 1 Log drainer handles and steel point, one 4-horse tree, one 3-horse tree, two 2-horse trees, four manure forks, four shovels, and spades, 1 grubbing hoe, 1 bush axe, 1 briar scythe, 3 sets of chain gear, 3 sets of rope gear, 3 sets of rope gear, 3 horse collars, 3 bridles, 1 smut machine, 4 oil drums, each of 55 gal. capacity; 1 pair mules, "Tome" and "Dove", 8 and 10 years old, respectively, 1 bay mare, "Nancy", 17 years old, with foal, 1 bay mare, "Mary", 9 years old, with foal, 1 bay horse, "Harry", 5 years old; 1 Holstein cow, 7 years old, 1 Guernsey cow, 7 years old, 1 Guernsey heifer, 3 years old, 12 native ewes, 8 geese, 2 ganders, 8 turkeys, 1 gobbler, 1 Fordson 1 set Oliver plows, 1 double disc, 1 Ontario grain drill, 1 25-tooth spring harrow, 2 riding cultivators, 1 McCormick wheat binder, 1 Walter A. Wood mower, 1 three ton farm wagon, 1 scoop, 1 2-horse plow, 1 new gound plow, 1 land roller, 1 open light buggy, 1 Ford roadster automobile with truck body, 1 "8" grinding mill. Said personal property being now in the possession of said John B. Shawn on the farm herein above mentioned where said Shawn now resides on Kent Island, in Queen Anne's County aforesaid. Also corn crop of about 25 acres seeding, now partly husked and housed on said farm, and the growing crop of wheat of about 68 acres seeding on said farm.

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 B. Shawn and Rosie A. Shawn or either of them, their or either of their heirs, executors, administrators or assigns shall well and truly pay to the said Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, their successors in office or assigns the aforesaid sum of one thousand dollars and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed then this mortgage shall be void; and until default be made in the premises the said John B. Shawn, his heirs and assigns shall possess said property.

AND the said John B. Shawn and Rosie A. Shawn, his wife, for themselves, their and each of their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least their insurable value in some Company or Companies approved by the said Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, their successors in office 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 successors in office or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, executors and trustees as aforesaid, their successors in office or assigns, or H. B. W. Mitchell their hereby duly constituted Attorney for the purpose, are



hereby authorized and empowered to sell said premises upon giving ten 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 B. Shawn 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 Frank S. Dudley, Hiram G. Dudley, Jr., and Thos. J. Keating, their successors or assigns, or H. B. W. Mitchell, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commission the said John B. Shawn and Rosie A. Shawn for themselves, for their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness our hands and seals.

Witness:

John B. Shawn (SEAL)

H. D. Fairbank.

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

I hereby certify that on this 30th day of December, 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, personally appeared John B. Shawn and Rosie A. Shawn, his wife, and did each acknowledge the within and foregoing mortgage and chattel mortgage to be their respective act and deed.

Howard D. Fairbank, (Seal)  
Justice of the Peace,  
4th. Dist. Q. A. Co.

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

I hereby certify that on this thirty first day of December, 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, personally appeared Thomas J. Keating, one of the executors and trustees of the estate of Hiram G. Dudley, late of Baltimore City, deceased, and made oath that the consideration stated in the within and foregoing mortgage and chattel mortgage was true and bona fide as therein set forth.

In testimony whereof I hereunto subscribe my name the day and year herein last above written.

Robert Coursey, J. P.

Queen Anne's County, to wit: Be it remembered that on the 31st day of March, in the year 1928, the following assignment was brought to be recorded, to wit:

Pursuant to an order of the Circuit Court of Baltimore City and for value received we do hereby assign and transfer the within and foregoing mortgage unto the Queen Anne's National Bank of Centreville, Maryland, a body corporate, without recourse or guarantee.

Witness our hands and seals this 31st day of March, in the year 1928.

Witness as to Frank S.  
Dudley and Hiram G. Dudley, Jr.  
Richard Laur.

Frank S. Dudley (SEAL)

Hiram G. Dudley (SEAL)

Thos. J. Keating (SEAL)

Witness as to Thomas J. Keating.  
Thos. J. Keating, Jr.

Executors and trustees under the  
will of Hiram G. Dudley, deceased.

Queen Anne's County, to wit: Be it remembered that on the 31st day of May, in the year, 1930, the following assignment was brought to be recorded, to wit:

436812

The within and foregoing mortgage is hereby transferred and assigned to H. B. W. Mitchell for the purpose of foreclosure and collection.

In witness whereof the Queen Anne's National Bank of Centreville, a body corporate, has caused these presents to be signed by its President and its corporate seal to be hereto affixed and attested by its Cashier, this 20th day of May, 1930.

Attest:  
J. Lemuel Roberts Cashier  
Witness:  
Katherine C. Morris.

THE QUEEN ANNE'S NATIONAL BANK OF  
CENTREVILLE, a body corporate.  
By

John L. Rhodes  
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. No. 6, folio 258 etc., a land record book of 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 thirty first day of May in the year nineteen hundred and thirty.

Seal's  
Place.

B. HACKETT TURNER  
Clerk.

CERTIFIED COPY OF BOND  
Filed June 11, 1930.

Queen Anne's County, to wit: Be it remembered that on the eleventh day of June, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell, of Queen Anne's County, State of Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of eight thousand dollars (\$8,000.00) 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 eleventh day of June, in the year nineteen hundred and thirty.

WHEREAS the said H. B. W. Mitchell is about to execute the power of sale contained in each of two mortgages, one from John B. Shawn and Rosie A. Shawn, his wife, to Hiram G. Dudley dated August 21st. 1918, and recorded in Liber J. F. R. No. 1, folio 200, a land record book for Queen Anne's County, and by mesne assignments duly assigned to said H. B. W. Mitchell for the purpose of foreclosure and collection, and the other from said John B. Shawn and Rosie A. Shawn, his wife, to Frank S. Dudley, Hiram G. Dudley, Jr. and Thomas J. Keating, Executors and Trustees of the estate of Hiram G. Dudley, Jr. and Thomas J. Keating, Executors and Trustees of the estate of Hiram G. Dudley, late of Baltimore City, deceased, dated the 30th. day of December, 1926, and recorded in Liber B. H. T. No. 6, folio 258, a land record book for Queen Anne's County, and by mesne assignments duly assigned to said H. B. W. Mitchell for the purpose of foreclosure and collection, default having occurred in the terms and conditions of both of said mortgages.

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

Sealed, signed and  
delivered in the  
presence of:  
Mildred C. Dryden

H. B. W. Mitchell (SEAL)  
Maryland Casualty Company  
By Wm. W. Rhodes  
Attorney in fact.  
Countersigned:  
H. B. W. Mitchell, Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-  
Security approved and Bond filed June 11th. 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. 81, 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 11th. day of June, in the year 1930.

Seal's  
Place.

B. Hackett Turner

Clerk.

REPORT OF SALE  
Filed June 18th, 1930.

H. B. W. MITCHELL,  
ASSIGNEE OF MORTGAGES,

VS.

JOHN B. SHAWN,  
ROSIE A. SHAWN,  
MORTGAGORS.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

NO. 2823.

To the Honorable, the Judges of said Court:

The Report of the sale made by H. B. W. Mitchell, Assignee of the mortgage from John B. Shawn and Rosie A. Shawn, his wife, to Hiram G. Dudley, dated August 21st, 1918, and recorded in Liber J. F. R. No. 1 folio 200, a land record book for Queen Anne's County, and by mesne assignments assigned to said H. B. W. Mitchell for the purpose of foreclosure and collection, and of the mortgage from said John B. Shawn and Rosie A. Shawn, his wife, to Frank S. Dudley, Hiram G. Dudley and Thomas J. Keating, Executors and Trustees of the estate of Hiram G. Dudley, late of Baltimore City, deceased, dated 30th., day of September, 1926, and recorded in Liber B. H. T. No. 6 folio 258, a land record book for Queen Anne's County, and duly assigned as aforesaid to said H. B. W. Mitchell for the purpose of foreclosure and collection, to your Honors respectfully sets forth:

1. That after default had occurred in the terms and conditions of said mortgages and both of them by reason of the non-payment of the interest which had accrued on said mortgages and the non-payment of the principal amounts secured by said mortgages respectively, which said principal amounts had matured and were past due and unpaid, and after having given an approved bond conditioned for the faithful performance of his trust and after having given more than twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Centreville Observer, a newspaper printed and published in Queen Anne's County; and by advertisement in The Centreville Record, a newspaper printed and published in said County, and after having complied with all prerequisites as required by law or the terms of said mortgages, said H. B. W. Mitchell, assignee of said mortgages, did attend in front of the Court House Door in Centreville, Maryland, Tuesday, June 17th., 1930, at the hour of 1:30 o'clock P. M. and, after reading the advertisement, offered the real estate described in said mortgages, consisting of: All that farm or tract of land, whereon John B. Shawn now resides, called or known as the "Ben Shawn Farm" situated in Batt's Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, adjoining the "Norman Farm" of Sudler Cockey, the land of the heirs at law of Mrs. W. T. Stevens, deceased, the land of James E. Kirwan and the land of others, containing 158 acres, 1 rood and 19 perches of land, more or less, improved by frame dwelling house and outbuildings, and sold the same to Sarah Grollman, she being then and there the highest bidder therefor, at and for the sum of seventy five hundred dollars, (\$7,500.00).

The purchaser has paid \$2,000.00 on account of the purchase money and your Assignee feels satisfied she will make satisfactory settlement for the balance.

All of which is respectfully submitted.

H. B. W. MITCHELL  
ASSIGNEE OF MORTGAGES.

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 thirty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Assignee of mortgages, and made oath that the matters and things stated in the foregoing Report of Sale were true as therein stated and that said sale was fairly made.

B. HACKETT TURNER  
CLERK OF THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY.

Filed June 18th, 1930.

CERTIFICATE OF PUBLICATION OF SALE  
Filed June 18th, 1930.

MORTGAGE SALE  
OF  
F A R M

on Kent Island

Under and by virtue of the power of sale contained in each of two mortgages one from John B. Shawn and Rosie A. Shawn, his wife, to Hiram G. Dudley, dated Aug. 21, '18 and recorded in Liber J. F. R. No. 1, folio 200, a land record book for Queen Annes county, and by mesne assignments duly assigned to the undersigned for the purpose of foreclosure and collection, and the other from said John B. Shawn and Rosie A. Shawn, his wife, to Frank S. Dudley, Hiram G. Dudley and Thomas J. Keating, Executors and Trustees of the estate of Hiram G. Dudley, late of Baltimore city, deceased, dated the 30th day of December, 1926, and recorded in Liber B. H. T. No. 6, folio 258, a land record book for Queen Annes county, and duly assigned as aforesaid, to the undersigned for the purpose of foreclosure and collection default having occurred in the terms and conditions of each of said mortgages, the undersigned will sell at public auction to the highest bidder in front of the Court House door, on TUESDAY, JUNE 17, 1930 at the hour of 1.30 o'clock, p. m.

All that farm or tract of land, whereon John B. Shawn now resides, called or known as the " Ben Shawn Farm" situated in Batt's Neck on Kent Island, in the Fourth Election District of Queen Annes County, Maryland, adjoining the "Norman Farm" of Sudler Cockey, the land of the heirs at law of Mrs. W. T. Stevens, deceased, the land of James E. Kirwan and the land of others, containing 158 acres, 1 rood and 19 perches of land, more or less improved by frame dwelling house and outbuildings. The purchaser of said farm and tract of land will get with said farm all crops now pitched, planted or growing upon said farm, with the exception of the hay crop, which is reserved; will pay the State and County taxes for the year 1930.

TERMS OF SALE:- One half of the purchase price to be paid at the time of the sale and the balance in six months from day of sale with interest to be secured by the note of the purchaser with approved security. All deferred payments shall bear interest from day of sale. Further particulars will be made known on day of sale.

H. B. W. MITCHELL,

Assignee of Mortgage.

THE CENTREVILLE OBSERVER

Centreville, Md., June 18, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of John B. Shawn and Rosie A. Shawn, his wife to Hiram G. Dudley a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 17 day of June in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed June 18th, 1930.

N I S I

H. B. W. Mitchell  
Assignee of Mortgage

VS.

John B. Shawn  
Rosie A. Shawn

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2823.

ORDERED, This 18th day of June A. D., 1930, 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 21st 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 21st day of July next.

The Report states the amount of sales to be \$75.00.

B. HACKETT TURNER Clerk.

Filed June 18th, 1930.

436812

CERTIFIED COPY OF ORDER NISI  
Filed Aug. 18th, 1930.

NISI

H. B. W. MITCHELL, ASSIGNEE  
OF MORTGAGE  
vs.  
JOHN B. SHAWN  
ROSIE A. SHAWN

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY CHANCERY NO. 2823.

ORDERED, This 18th day of June, A. D., 1930, 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 21st day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Annes County, Maryland, once in each of four successive weeks before the 21st day of July, next.

The Report states the amount of sales to be \$7.500.

B. HACKETT TURNER, Clerk.  
True Copy Test:-  
B. HACKETT TURNER, Clerk.  
Filed- June 18th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., August 18, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of H. B. W. Mitchell, Assignee of Mortgage vs. John B. Shawn and Rosie A. Shawn a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 21st day of July in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

STATEMENT OF MORTGAGE DEBT  
Filed Aug. 19th, 1930.

STATEMENT OF MORTGAGE DEBT.

John B. Shawn and Rosie A. Shawn - - - - - Dr

To The Queen Anne's National Bank of Centreville, a body corporate, Assignee of the tow mortgages from them, one to Hiram G. Dudley dated August 21st., 1918, and by mesne assignments assigned to said body corporate, and the other to Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, execu- tors and Trustees of the estate of Hiram G. Dudley, late of Baltimore City, Mary- land, deceased, and assigned to said body corporate, in amount of principal debt secured by said mortgages - - - - -	\$6400.00
Interest accrued and due on said sum from June 30th., 1929, to June 17th., 1930,	347.00
Attorney's Commissions for collection	6747.00
	337.35
	<u>\$7084.35</u>

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 thirty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared John L. Rhodes the president of The Queen Anne's National Bank of Centreville, and made oath that the within and aforegoing statement of mortgage debt was true and bona fide as therein set forth.

B. HACKETT TURNER  
Clerk of the Circuit Court for  
Queen Anne's County, in Equity.

FINAL ORDER OF RATIFICATION  
Filed Aug. 23rd, 1930.

FINAL ORDER OF RATIFICATION

Ordered by the Circuit Court for Queen Anne's County, in Equity, this 22nd day of August in the year nineteen hundred and thirty, that the sale made and reported by H. B. W. Mitchell, Assignee of Mortgages, in the aforesaid proceeding be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given in accordance with the preceding order nisi, the Assignee Trustee is allowed the commissions provided by said mortgages and all expenses not personal.

LEWIN W. WICKES

Filed Aug. 23rd, 1930.

CERTIFIED COPY OF ORDER OF CIRCUIT  
COURT FOR BALTIMORE CITY, AUTHORIZING  
ASSIGNMENT OF MORTGAGES.  
Filed Aug. 26th, 1930.

Frank S. Dudley and	:	IN THE CIRCUIT COURT
Thomas J. Keating,	:	
Executors and Trustees,	:	OF
	:	
vs.	:	BALTIMORE CITY
	:	
Hiram G. Dudley, Jr.,	:	
Executor and Trustee, et al.	:	

Upon the foregoing petition it is ORDERED this 30 th March, in the year nineteen hundred and twenty-eight by the Circuit Court of Baltimore City that Frank S. Dudley, Hiram G. Dudley, Jr. and Thomas J. Keating, Executors and Trustees under the will of Hiram G. Dudley, deceased, be and they are hereby authorized and empowered to accept payment of the two mortgages executed as aforesaid by John B. Shawn and wife, and that upon payment of the amounts due under said mortgages they be assigned to the body corporate, The Queen Annes National Bank of Centreville, said assignments to be made without recourse to or guarantee by said Petitioners.

Eugene O'Dunne

STATE OF MARYLAND,

CITY OF BALTIMORE, ss:

I, CHARLES R. WHITEFORD, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Order of Court now on file in this office in the cause therein entitled as above.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 25th day of August A. D. 1930.

Seal's  
Place.

CHAS. R. WHITEFORD  
CLERK

REPORT AND ACCOUNT OF  
MADISON BROWN, AUDITOR.  
Filed Sept. 10th, 1930.

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

H. B. W. Mitchell; assignee,  
vs.  
John B. Shawn and another.

Cause No. 2823.

To the Honorable, the Judges of said Court;

1136812



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

That the proceedings of the above cause were had for the collection of a mortgage debt by foreclosure and it appears that the gross sale made under the mortgages is not sufficient to pay the costs of sale and the mortgage debt in full.

That in the within account H. B. W. Mitchell, the assignee of the mortgages and the person making the sale, is charges with the gross amount of the sale made by him and is then thereout allowed as follows: his commissions for making the sale per terms of the mortgages; the costs of his bond filed herein; costs of a copy of an order of court relating to the assignment of mortgages; costs of advertising sale in Centreville Record; per his receipted accounts exhibited to the auditor for these allowances; costs of advertising notice of sale in the Centreville Observer; costs of advertising the two orders nisi of the cause; the court costs of the cause and the charges of the auctioneer, per account for same exhibited to the auditor; the fee of the auditor and then the amount of the sale less all of said allowances on account of his mortgage claims as of day of sale.

The auditor appends below a statement showing the balance due said assignee by said mortgages after application to the debts of the amount so allowed as above set forth.

Which is respectfully submitted.

September 9, 1930.

MADISON BROWN  
auditor.

Statement of Mortgage Debts.

John B. Shawn to H. B. W. Mitchell, assignee of the two mortgages described in this cause, DR.

June 17, 1930, day of sale.

To amount of the mortgage debts secured by said mortgages on the day of sale, per statement filed:	\$7,084.35
CR. by the amount distributed by within account to said assignee on account of said debts . . . . .	<u>6,989.11</u>
To balance due said assignee bearing interest from June 17, 1930, to wit: the sum of . . . . .	\$ 95.24

September 9, 1930.

MADISON BROWN  
auditor.

Cause No. 2823.

The proceeds of the sale of the mortgaged real estate of John B. Shawn, mortgagor, in account with H. B. W. Mitchell, assignee of the two mortgages mentioned and described in the proceedings of this cause, the vendor making the sale of this cause under the powers of sale contained in said mortgages.

1930, June 17.	CR.	
		By amount of the mortgage sale of this cause, per report of sale filed, to wit: the sum of . . . . . \$7,500.00
	DR.	
" "		To H. B. W. Mitchell, person making the sale of said mortgaged real estate, for his compensation, per terms of the mortgages, to wit: . . . . \$ 345.00
		To do., for the costs of his bond filed herein paid the corporate surety thereon per receipt for same exhibited, to wit: the sum of . . . . . 24.00
		To do., for the costs of certified copy of order Circuit Court of Baltimore City authorizing assignment of mortgages, per receipted account for same exhibited, to wit: . . . . . .50
		To do., for the costs of advertising notice of sale in Centreville Observer, per account for same exhibited, to wit: the sum of . . . . . 41.64
		To do., for the costs of advertising notice of sale in Centreville Record, per receipted account for same exhibited, to wit: the sum of . . . . . 27.00
		To do., for the costs of advertising order nisi to be passed as to this account, to wit: . . . . . 3.00



12863

To do., for the costs of advertising in Observer order nisi on sale, per account for same: . . . .	\$ 5.00	
To do., for the court costs of this suit per Clerk's statement as follows:		
Costs of B. H. Turner, Clerk. . . .	\$ 20.75	
Appear. fee of H.B.W. Mitchell. . . .	10.00	30.75
To do., for the charges of J.E. Anthony for crying sale made, to wit: the sum of . . . . .		25.00
To Madison Brown, auditor, for stating this account, to wit: the sum of . . . . .		9.00
To H. B. W. Mitchell, assignee of mortgage, on account of his mortgage claim this balance, which is not sufficient to pay his claim in full, to wit: the sum of . . . . .	6,989.11	7,500.00
		\$7,500.00 \$7,500.00

September 9, 1930.

Madison Brown

auditor.

NISI RATIFICATION OF AUDIT.

H. B. W. Mitchell, Assignee  
 VS.  
 John B. Shawn and  
 Rosie A. Shawn, his wife.

IN THE CIRCUIT COURT  
 FOR QUEEN ANNE'S COUNTY  
 IN EQUITY  
 CASE NO. 2823.

ORDERED, This 10th day of September 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 4th. day of October, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 27th day of September, 1930 in some newspaper printed and published in Queen Anne's County.

Filed Sept. 10th. 1930.

B. HACKETT TURNER Clerk.

CLERK'S CERTIFICATE  
Filed Sept. 11th, 1930.

CLERK'S CERTIFICATE

H.B.W.M. H. B. W. Mitchell, assignee  
 vs.  
 John B. Shawn, and other

In the Circuit Court for  
 Queen Anne's County,  
 in Equity.  
 No. 2823 Chy.

I HEREBY CERTIFY, that no objections to the ratification of the Audit have been filed in the above entitled proceedings, and that 11 taxed costs, as stated in the Auditor's Account filed in this cause on the 10th day of Sep 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 11th day of Sep. 1930.

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

CERTIFIED COPY OF NISI RATIFICATION OF AUDIT  
Filed Oct. 6th, 1930.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Assignee  
 vs.  
 John B. Shawn and Rosie A. Shawn, his wife.

In The Circuit Court for Queen Anne's County In Equity Case No. 2823

ORDERED, This 10th day of September 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 4th day of October, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 27th 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 Sept. 10th. 1930.

THE CENTREVILLE RECORD

Centreville, Md. Oct. 6, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of John B. Shawn & Rosie A. Shawn 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 2 successive weeks before the 27 day of September in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By J. H. Cook.

FINAL ORDER OF RATIFICATION  
Filed Oct. 8th, 1930.

ORDERED, this 6th day of October, 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

Filed Oct. 8th, 1930.

1136812



Cause No. 2827.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twelfth day of June, in the year nineteen hundred and thirty, the following Bill of Complaint was filed for record, to wit:-

CLARA E. DILL,  
HARRY DILL AND  
MAGGIE DILL, HIS WIFE,  
WILLIAM DILL AND DELLA  
DILL, HIS WIFE,  
GEORGE C. DILL AND  
LAURA DILL, HIS WIFE,  
ROBERT DILL AND STELLA  
DILL, HIS WIFE,

VS.

HARRY DILL, JUNIOR, AND  
KATIE DILL, HIS WIFE,  
LIZZIE CLARK AND ROBERT  
CLARK, HER HUSBAND, SUDLER  
DILL AND MARY DILL, HIS  
WIFE, DUDLEY DILL AND  
OPAL DILL, HIS WIFE, MATTIE  
ARGO AND SIDNEY L. ARGO,  
HER HUSBAND, ALICE SHELTON  
AND CHARLES SHELTON, HER  
HUSBAND, MABEL LEATHEREN  
AND HENRY LEATHEREN, HER  
HUSBAND, AND EDNA LINDELL  
AND ELMER LINDELL, HER  
HUSBAND.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

NO. 2827.

To the Honorable, the Judges of said Court:

Your Orators complaining say:

1st. That William C. Dill, late of Queen Anne's County, deceased, departed this life intestate on or about the 17th. day of May, 1930; that at the time of the death of said William C. Dill he was seized and possessed of

(a) a lot of unimproved land in the First Election District of Queen Anne's County in the apex or fork formed by junction of public roads from Schanck's Corner to Templeville and from Schanck's Corner to Carson's Corner adjoining land of James Reed or land formerly owned by him, containing one acre of land, more or less, and which was conveyed to said William C. Dill by James Glanden by deed dated the 1st. day of December, 1925, and recorded in Liber B. H. T. No. 4 folio 350, a land record book for Queen Anne's County, a certified copy of which said deed is filed herewith as a part hereof as "Exhibit A", and

(b) an undivided one-half interest in a lot or tract of land improved by log dwelling house in said District known as "William C. Dill Property" on right side of public road from Schanck's Corner to Carson's Corner and on left of public road from Schanck's Corner to Peter's Corner adjoining the land formerly owned by John Coppage containing sixty acres of land, more or less, which said land was conveyed by Jacob Hollman to Henry S. Lambdin by deed dated the 27th. day of December, 1868, and recorded in Liber J. W. No. 2 folio 246, a land record book for Queen Anne's County, a certified copy of which said deed is filed herewith as a part hereof as "Exhibit B";

that the undivided interest of said William C. Dill in the said last mentioned tract of land was conveyed to him by Ida Smith, a daughter, and one of the only two children or descendants of said Henry S. Lambdin, by deed dated the 1st. day of December, 1930, and recorded in Liber B. H. T. No. 7, folio 350, a land record book for Queen Anne's County, that said William C. Dill departing this life intestate as aforesaid left surviving him his widow, Clara E. Dill, who was his second wife, and who lives and resides in Smyrna, Delaware, and the following children and grand children, Harry Dill who is intermarried with Maggie Dill, William Dill who is intermarried with Della Dill, Harry Dill, Junior, who is intermarried with Katie Dill, Lizzie Clark nee Dill who is intermarried with Robert Clark grand children, the only two children or descendants of Ephriam Dill who died intestate, a deceased son of said William C. Dill, deceased, children of said William C. Dill by his first wife, Sadie Lambdin, who predeceased him; George C. Dill who is intermarried with Laura Dill, Robert Dill who is intermarried with Laura Dill, Robert Dill who is intermarried with Stella Dill, Sudler Dill who is intermarried with Mary Dill, and Dudley Dill who is intermarried with Opal Dill, Mattie Argo nee Dill who is intermarried with Sidney R. Argo, Alice Shelton nee Dill who is intermarried with Charles Shelton, Mabel Leatheren nee Dill who is intermarried with Henry Leatheren, and Edna Lindell nee Dill who is intermarried with Elmer Lindell children of said William C. Dill, deceased, by his second wife, the said Clara E. Dill.

2nd. That the said Clara E. Dill (widow of said William C. Dill) is seized and possessed of an undivided one-half interest in the tract of land hereinafter secondly named and described, that is to say, the tract of land that was conveyed as aforesaid by Jacob Hollman to Henry S. Lambdin by deed dated the 27th. day of December, 1868, and recorded in Liber J. W. No. 2 folio 246, a land record book for Queen Anne's County, a certified copy of said deed being filed herewith as part hereof as "Exhibit B" and which said tract of land upon the death of Henry S. Lambdin, intestate, descended unto the said Clara E. Dill nee Lambdin and the said Ida L. Smith nee Lambdin as tenants in coparcenary, and said Clara E. Dill is seized and possessed of said undivided one-half interest in said tract of land in addition to the undivided interest in said tract of land which devolved upon her upon the death of said William C. Dill, intestate.

3rd. The said William C. Dill dying intestate as aforesaid, seized and possessed of the herein above first mentioned lot of land, containing one acre, more or less, and an undivided one-half interest in the herein above second mentioned tract of land, improved by log dwelling house and outbuildings, said Clara E. Dill being seized and possessed of the other undivided one-half interest in said tract of land, and being survived by his said widow, Clara E. Dill, and his children and grand children as aforesaid, the said first mentioned tract of land devolved upon and is now seized and possessed as follows: By said Clara E. Dill to the extent of an undivided one-third interest, by said Harry Dill, William Dill, George C. Dill, Robert Dill, Sudler Dill, Mattie Argo, Alice Shelton, Mabel Leatheren and Edna Lindell, each, to the extent of an undivided one-eleventh of two-thirds or an undivided two-thirty-thirds interest and by Harry Dill, Junior, and Lizzie Clark (grand children) the two only children and descendants of Epreiam Dill, deceased, each, to the extent of an undivided one-half of one-eleventh of two-thirds or an undivided one-thirty-third interest; and the said herein above second mentioned tract of land, improved by log dwelling house and outbuildings, containing sixty acres, more or less, devolved upon and is now seized and possessed by said Clara E. Dill to the extent of an undivided one-half interest and an undivided one-third of one-half interest or an undivided two-thirds interest, by Harry Dill, William Dill, George C. Dill, Robert Dill, Sudler Dill, Dudley Dill, Mattie Argo, Alice Shelton, Mabel Leatheren and Edna Lindell, each, to the extent of an undivided one-eleventh of one-third interest or an undivided one-thirty-third interest, and by said Harry Dill, Jr., and Lizzie Clark, each, to the extent of one-half of one-eleventh of one-third interest or an undivided one-sixty-sixth interest.

4th. That the said real estate is not susceptible of partition nor is either lot, parcel or tract of said real estate susceptible of partition without material loss or injury to the parties entitled therein as above stated and that, in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties according to their several interests.

TO THE END THEREFORE:

(1) That a decree may be passed for the sale of the said real estate.

(2) That the proceeds of said sale may be distributed between your Orators and the defendants according to their respective rights and interests.

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

May it please your Honors to grant unto your Orators the writ of Subpoena directed to said Harry Dill, Jr; Blanche Brown & Brown, adults residing in Balto. Md. commanding them to be & appear in this court at some certain day to be examined therein & answer the premises and abide & perform such decree as may be passed therein and the order of publication giving notices to the said Harry Dill, Junior, and Katie Dill, his wife, who live and reside at and who are non-residents of the State of Maryland, Lizzie Clark and Robert B. Clark, her husband, both of Providence, State of Rhode Island, and who are non-residents of the State of Maryland, Sudler Dill and Mary Dill, his wife, Dudley Dill and Opal Dill, his wife, Mattie Argo and Sidney L. Argo, her husband, Alice Shelton and Charles Shelton, her husband, Mabel Leatheren and Henry Leatheren, her husband, Edan Lindell and Elmer Lindell, her husband, all of whom live and reside in the State of Delaware, and are non-residents of the State of Maryland, of the object and substance of this bill and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they have why a decree ought not to pass as prayed.

H. B. W. MITCHELL  
SOLICITOR FOR PLAINTIFFS.

Filed June 12th, 1930.

ORDER OF PUBLICATION  
Issued to lie in Office  
Filed July 3rd, 1930.

CLARA E. DILL,  
 HARRY DILL AND  
 MAGGIE DILL, HIS WIFE,  
 WILLIAM DILL AND DELLA  
 DILL, HIS WIFE,  
 GEORGE C. DILL AND  
 LAURA DILL, HIS WIFE,  
 ROBERT DILL AND STELLA DILL,  
 HIS WIFE,

VS.

HARRY DILL, JUNIOR, AND  
 KATIE DILL, HIS WIFE,  
 LIZZIE CLARK AND ROBERT  
 CLARK, HER HUSBAND, SUDLER  
 DILL AND MARY DILL, HIS  
 WIFE, DUDLEY DILL AND  
 OPAL DILL, HIS WIFE, MATTIE  
 ARGO AND SIDNEY L. ARGO,  
 HER HUSBAND, ALICE SHELTON  
 AND CHARLES SHELTON, HER  
 HUSBAND, MABEL LEATHEREN AND  
 HENRY LEATHEREN, HER HUSBAND,  
 AND EDNA LINDELL AND ELMER  
 LINDELL, HER HUSBAND.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

NO. 2827.

The object of this suit is to procure a decree for the sale of certain property in Queen Anne's County, in this state.

The bill states:

1st. That William C. Dill, late of Queen Anne's County, deceased, departed this life intestate on or about the 17th. day of May, 1930; that at the time of the death of said William C. Dill he was seized and possessed of

(a) a lot of unimproved land in the First Election District of Queen Anne's County in the apex or fork formed by junction of public roads from Schanck's Corner to Templeville and from Schanck's Corner to Carson's Corner adjoining land of James Reed or land formerly owned by him, containing on acre of land, more or less, and which was conveyed to said William C. Dill by James Glenden by deed dated the 1st. day of December, 1925, and recorded in Liber B. H. T. No. 4 folio 350, a land record book for Queen Anne's County, a certified copy of which said deed is filed herewith as a part hereof as "Exhibit A"

(b) an undivided one-half interest in a lot or tract of land improved by log dwelling house in said District known as "William C. Dill Property" on right side of public road from Schanck's corner to Carson's Corner and on left of public road from Schanck's Corner to Peter's Corner adjoining the land formerly owned by John Coppage containing sixty acres of land, more or less, which said land was conveyed by Jacob Hollman to Henry S. Lambdin by deed dated the 27th. day of December, 1868, and recorded in Liber J. W. No. 2 folio 246, a land record book for Queen Anne's County, a certified copy of which said deed is filed herewith as a part hereof as "Exhibit B";

that the undivided interest of said William C. Dill in the said last mentioned tract of land was conveyed to him by Ida Smith, a daughter, and one of the only two children or descendants of said Henry S. Lambdin, by deed dated the 1st. day of December, 1930, and recorded in Liber B. H. T. No. 7, folio 350, a land record book for Queen Anne's County, that said William C. Dill departing this life intestate as aforesaid left surviving him his widow, Clara E. Dill, who was his second wife, and who lives and resides in Smyrna / Delaware, and the following children and grand children, Harry Dill how is intermarried with Maggie Dill, William Dill who is intermarried with Della Dill, Harry Dill, junior, who is intermarried with Katie Dill, Lizzie Clark nee Dill who is intermarried with Robert Clark grand children, the only two children or descendants of Ephriam Dill who died intestate, a deceased son of said William C. Dill, deceased, children of said William C. Dill by his first wife, Sadie Lambdin, who predeceased him; George C. Dill who is intermarried with Laura Dill, Robert Dill who is intermarried with Stella Dill, Sudler Dill who is intermarried with Mary Dill, and Dudley Dill who is intermarried with Opal Dill, Mattie Argo nee Dill who is intermarried with Sidney L. Argo, Alice Shelton nee Dill who is intermarried with Charles Shelton, Mabel Leatheren nee Dill who is intermarried with Henry Leatheren, and Edna Lindell nee Dill who is intermarried with Elmer Lindell children of said William C. Dill, deceased, by his second wife, the said Clara E. Dill.

2nd. That the said Clara E. Dill (widow of said William C. Dill) is seized and possessed of an undivided one-half interest in the tract of land hereinafter secondly named and described, that is to say, the tract of land that was conveyed as aforesaid by Jacob Hollman to Henry S. Lambdin by deed dated the 27th. day of December, 1868, and recorded in Liber J. W. No. 2 folio 246, a land record book for Queen Anne's County, a certified copy of said deed being filed herewith as part hereof as "Exhibit B" and which said tract of land upon the death of Henry S. Lambdin, intestate, descended unto the said Clara E. Dill nee Lambdin and the said Ida L. Smith nee Lambdin as tenants in coparcenary, and said Clara E. Dill is seized and possessed of said undivided one-half interest in said tract of land which devolved upon her upon the death of said William C. Dill, intestate,

3rd. The said William C. Dill dying intestate as aforesaid, seized and possessed of the herein above first mentioned lot of land, containing one acre, more or less, and an undivided one-half interest in the herein above second



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mentioned tract of land, improved by log dwelling house and outbuildings, said Clara E. Dill being seized and possessed of the other undivided one-half interest in said tract of land, and being survived by his said widow, Clara E. Dill, and his children and grand children as aforesaid, the said first mentioned tract of land devolved upon and is now seized and possessed as follows: By said Clara E. Dill to the extent of an undivided one-third interest, by said Harry Dill, William Dill, George C. Dill, Robert Dill, Sudler Dill, Mattie Argo, Alice Shelton, Mabel Leatheren and Edna Lindell, each, to the extent of an undivided one-eleventh of two-thirds or an undivided two-thirty-thirds interest and by Harry Dill, Junior, and Lizzie Clark (grand-children) the two only children and descendants of Ephriam Dill, deceased, each, to the extent of an undivided one-half of one-eleventh of two-thirds or an undivided one-thirty-third interest; and the said herein above second mentioned tract of land, improved by log dwelling house and outbuildings, containing sixty acres, more or less, devolved upon and is now seized and possessed by said Clara E. Dill to the extent of an undivided one-half interest and an undivided one-third of one-half interest or an undivided two-thirds interest, by Harry Dill, William Dill, George C. Dill, Robert Dill, Sudler Dill, Dudley Dill, Mattie Argo, Alice Shelton, Mabel Leatheren and Edna Lindell, each, to the extent of an undivided one-eleventh of one-third of one-third interest or an undivided one-thirty-third interest, and by said Harry Dill, Jr., and Lizzie Clark, each, to the extent of one-half of one-eleventh of one-third interest or an undivided one-sixty-sixth interest.

4th. That the said real estate is not susceptible of partition nor is either lot, parcel or tract of said real estate susceptible of partition without material loss or injury to the parties entitled therein as above stated and that, in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties according to their several interests.

It is thereupon this 3rd day of July in the year nineteen hundred and thirty, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 13th day of August in the year nineteen hundred and thirty, giving notice to the said absent defendants of the object and substance of this bill warning them to appear in this Court in person or by solicitor, on or before the 30th day of August next, to show cause, if any they have, why a decree ought not to be passed as prayed.

Filed July 3rd, 1930.

B. HACKETT TURNER, Clerk

PETITION OF PLAINTIFFS TO  
 AMEND BILL OF COMPLAINT AND  
 ORDER OF COURT THEREON GRANT-  
 ING PETITION.

Filed Sept. 5th. 1930.

CLARA E. DILL ET AL

VS.

HARRY DILL, JUNIOR,  
 ET AL.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,  
 IN EQUITY.  
 NO. 2827.

To the Honorable, the Judges of said Court:

The petition of Clara E. Dill and others, plaintiffs, in the aforesaid cause, to your Honors respectfully sets forth:

1st. That since filing the bill of complaint in the aforesaid cause your petitioners have ascertained that the correct name of the party named therein as Harry Dill, Junior, is Harry Lee Dill and that he is not married; and that the party named in said Bill as Katie Dill and described as the wife of said Harry Dill, Junior, is the mother of the said Harry Lee Dill and is not a necessary party to said Bill of Complaint; that said Harry Lee Dill is an adult and resides in Baltimore City, Maryland, and is not a non-resident of the State of Maryland; that Lizzie Clark who is intermarried with Robert B. Clark a party defendant in said cause and described in the Bill of Complaint as being a daughter of Ephriam Dill, deceased, a deceased son of William C. Dill, is a daughter of said William C. Dill, the said Ephriam Dill was her brother.

2nd. That Blanche Brown nee Dill who is intermarried with John L. Brown is one of the only two children of the said Ephriam Dill, deceased, but the said Blanche K. Brown and John L. Brown, her husband, were not made parties to the Bill of Complaint filed in the aforesaid cause; although the said Blanche K. Brown is a necessary party to said bill of Complaint and she and her husband, John L. Brown, should be made parties thereto.

Your petitioners therefore pray your Honors to grant unto them leave to amend the Bill of Complaint filed in this cause by insertin the correct name of said Harry Lee Dill and by describing him as a resident of the State of Maryland; and by omitting Katie Dill as a party; by describing Lizzie Clark as a daughter of the said William C. Dill, deceased, and by making Blanche K. Brown and John L. Brown, her husband, parties to the said Bill of Complaint, and by praying for process against



the said Harry Lee Dill, Blanche K. Brown and John L. Brown who are adults and reside in Baltimore City, Maryland.

Respectfully submitted.

Filed Sept. 5th, 1930.

H. B. W. MITCHELL  
SOLICITOR FOR PETITIONERS.

On the foregoing petition of Clara E. Dill and others, plaintiffs in the cause of Clara E. Dill et al vs. Harry Dill, Junior, et al, being cause No. 2827 in the Circuit Court for Queen Anne's County, in Equity, it is ordered this 10th day of September, 1930, by the Circuit Court for Queen Anne's County, in Equity, that leave be and is hereby granted unto the petitioners to amend the Bill of Complaint as prayed in said petition and by inserting in said Bill of Complaint the correct name of Harry Lee Dill and describing him as an adult residing in Baltimore City, Maryland, and by omitting from said Bill of Complaint the name of Katie Dill, and by describing Lizzie Clark as a daughter of William C. Dill and as having intermarried with Robert B. Clark and by making Blanche K. Brown and John L. Brown, her husband, parties to said Bill of Complaint, describing them as adults and residing in Baltimore City, Maryland, the said Blanche K. Brown as a daughter of the said Ephriam Dill, deceased, and by praying for process against Harry Lee Dill, Blanche Brown and John L. Brown, her husband.

LEWIN W. WICKES

Filed Sept. 11th, 1930.

AMENDED BILL OF COMPLAINT.  
Filed Sept. 25th, 1930.

AMENDED BILL OF COMPLAINT.

CLARA E. DILL,  
HARRY DILL AND  
MAGGIE DILL, HIS WIFE,  
WILLIAM DILL AND DELLA  
DILL, HIS WIFE,  
GEORGE C. DILL AND  
LAURA DILL, HIS WIFE,  
ROBERT DILL AND STELLA  
DILL, HIS WIFE,

VS.

HARRY LEE DILL,  
LIZZIE CLARK AND ROBERT B.  
CLARK, HER HUSBAND,  
SUDLER DILL AND MARY DILL,  
HIS WIFE, DUDLEY DILL AND  
OPAL DILL, HIS WIFE, MATTIE  
ARGO AND SIDNEY L. ARGO,  
HER HUSBAND, ALICE SHELTON  
AND CHARLES SHELTON, HER  
HUSBAND, MABEL LEATHEREN AND  
HENRY LEATHEREN, HER HUSBAND,  
AND EDAN LINDELL AND ELMER LINDELL,  
HER HUSBAND, AND BLANCHE K. BROWN  
AND JOHN L. BROWN, HER  
HUSAND.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

NO. 2827.

To the Honorable, the Judges of said Court:

Your Orators complaining say:

1st. That William C. Dill, late of Queen Anne's County, deceased, departed this life intestate on or about the seventeenth day of May, 1930; that at the time of the death of said William C. Dill he was seized and possessed of

(a) a lot of unimproved land in the First Election District of Queen Anne's County in the apex or fork formed by junction of public roads from Schanck's Corner to Templeville and from Schanck's Corner to Carson's Corner adjoining land of James Reed or land formerly owned by him, containing one acre of land, more or less, and which was conveyed to said William C. Dill by James Glenden by deed dated the 1st. day of December, 1925, and recorded in Liber B. H. T. No. 4 folio 350, a land record book for Queen Anne's County, a certified copy of which said deed is filed herewith as a part hereof as "Exhibit A"

(b) and undivided one-half interest in a lot or tract of land improved by log dwelling house in said District known as "William C. Dill Property" on right side of public road from Schanck's Corner to Carson's Corner and on left of public road from Schanck's Corner to Peter's Corner adjoining the land formerly owned by John Coppage containing sixty acres of land, more or less, which said land was conveyed by Jacob Hollman to Henry S. Lambdin by deed dated the 27th day of December, 1868, and recorded in Liber J. W. No. 2 folio 246, a land record book for

Queen Anne's County, a certified copy of which said deed is filed herewith as a party hereof as "Exhibit B";

That the undivided interest of said William C. Dill in the last mentioned tract of land was conveyed to him by Ida Smith, a daughter, and one of the only two children or descendants of said Henry S. Lambdin, by deed dated the 1st. day of December, 1927, and recorded in Liber B. H. T. No. 7, folio 350, a land record book for Queen Anne's County, a certified copy thereof being filed herewith as part hereof and marked "Exhibit C", that said William C. Dill departing this life intestate as aforesaid left surviving him his widow, Clara E. Dill, who was his second wife, and who lives and resides in Smyrna, Delaware, and the following children and grand children, Harry Dill who is intermarried with Maggie Dill, William Dill who is intermarried with Della Dill, Lizzie Clark who is intermarried with Robert B. Clark, Harry Lee Dill, and Blanche Brown nee Dill, who is intermarried with John L. Brown, grand children, the only two children or descendants of Ephriam Dill who died intestate, a deceased son of said William C. Dill, deceased, children of said William C. Dill by his first wife, Sadie Lambdin, who predeceased him; George C. Dill who is intermarried with Laura Dill; Robert Dill who is intermarried with Stella Dill; Sudler Dill who is intermarried with Mary Dill, and Dudley Dill who is intermarried with Opal Dill, Mattie Argo nee Dill who is intermarried with Sidney R. Argo, Alice Shelton nee Dill who is intermarried with Charles Shelton, Mabel Leatheren nee Dill who is intermarried with Henry Leatheren, Edna Lindell nee Dill who is intermarried with Elmer Lindell, children of said William C. Dill, deceased, by his second wife, the said Clara E. Dill.

2nd. That the said Clara E. Dill (widow of said William C. Dill) is seized and possessed of an undivided one-half interest in the tract of land hereinafter secondly named and described, that is to say, the tract of land that was conveyed as aforesaid by Jacob Hollman to Henry S. Lambdin by deed dated the 27th. day of December, 1868, and recorded in Liber J. W. No. 2 folio 246, a land record book for Queen Anne's County, a certified copy of said deed being filed herewith as part hereof as "Exhibit B" and which said tract of land upon the death of Henry S. Lambdin, intestate, descended unto the said Clara E. Dill nee Lambdin, and the said Ida L. Smith nee Lambdin, and the said Ida L. Smith nee Lambdin as tenants in coparcenary, and said Clara E. Dill is seized and possessed of said undivided one-half interest in said tract of land in addition to the undivided interest in said tract of land which devolved upon her upon the death of said William C. Dill, intestate.

3rd. That said William C. Dill dying intestate as aforesaid, seized and possessed of the herein above first mentioned lot of land, containing one acre, more or less, and an undivided one-half interest in the herein above second mentioned tract of land, improved by log dwelling house and outbuildings, said Clara E. Dill being seized and possessed of the other undivided one-half interest in said tract of land, and being survived by his said widow, Clara E. Dill, and his children and grand children as aforesaid, the said first mentioned tract of land devolved upon and is now seized and possessed as follows: By said Clara E. Dill to the extent of an undivided one-third interest, by said Harry Dill, William Dill, George C. Dill, Robert Dill, Sudler Dill, Mattie Argo, Alice Shelton, Mabel Leatheren, Edna Lindell and Lizzie Clark, each, to the extent of an undivided one-eleventh of two-thirds or an undivided two-thirty-thirds interest, and by Harry Lee Dill and Blanche K. Brown (grand children) the two only children and descendants of Ephriam Dill, deceased, each, to the extent of an undivided one-half of one-eleventh of two-thirds or an undivided one-thirty-third interest; and the said herein above second mentioned tract of land, improved by log dwelling house and outbuildings, containing sixty acres, more or less, devolved upon and is now seized and possessed by said Clara E. Dill to the extent of an undivided one-half interest and an undivided one-third of one-half interest or an undivided two-thirds interest, by Harry Dill, William Dill, George C. Dill, Robert Dill, Sudler Dill, Dudley Dill, Mattie Argo, Alice Shelton, Mabel Leatheren, Edna Lindell and Lizzie Clark, each, to the extent of an undivided one-eleventh of one-third interest or an undivided one-thirty-third interest, and by said Harry Lee Dill, and Blanche K. Brown, each, to the extent of one-half of one-eleventh of one-third interest or an undivided one sixty-sixth interest.

4th. That the said real estate is not susceptible of partition nor is either lot, parcel or tract of said real estate susceptible of partition without material loss or injury to the parties entitled to interest therein as above stated and that, in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties according to their several interest.

TO THE END THEREFORE:

(1) That a decree may be passed for the sale of the said real estate.

(2) That the proceeds of said sale may be distributed between your Orators and the defendants according to their respective rights and interests.

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

May it please your Honors to grant unto your Orators the writ of subpoena directed to said Harry Lee Dill, Blanche K. Brown and John L. Brown, adults, residing in Baltimore, Maryland, commanding them to be and appear in this Court at some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein and the order of publication giving notice to the said Lizzie Clark and Robert B. Clark, her husband, both of Providence, State of Rhode Island, and who are non-residents of the State of Maryland, Sudler Dill and Mary Dill, his wife, Dudley Dill and Opal Dill, his wife,

Mattie Argo and Sidney L. Argo, her husband, Alice Shelton and Charles Shelton, her husband, Mabel Leatheren and Henry Leatheren, her husband, Edna Lindell and Elmer Lindell, her husband, all of whom live and reside in the State of Delaware, and are non-residents of the State of Maryland, of the object and substance of this bill and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they have why a decree ought not be pass as prayed.

H. B. W. MITCHELL  
SOLICITOR FOR PLAINTIFFS.

EXHIBIT A  
Filed Sept. 25th, 1930.

#11,622. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the first day of December, in the year nineteen hundred and twenty five, the following Deed was brought to be recorded, to wit:

THIS DEED, made this first day of December, in the year nineteen hundred and twenty five, by and between James Glanden, of Queen Anne's County, State of Maryland, party of the first part, and William C. Dill, of the same place, party of the second part.

WITNESSETH: that for and in consideration of the sum of sixty dollars, the receipt of which is hereby acknowledged, the said James Glanden, does hereby grant and convey unto the said William C. Dill, his heirs, and assigns forever, in fee simple, all that lot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, in the apex or fork formed by the union or junction of the public road leading from Schenk's Corner to Templeville, with the public road leading from Schenk's Corner to Carson's Corner, tri-angular, bounded on two sides by the roads mentioned, and upon the other side by the land of James Reed, and contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same in the centre of the fork of said roads or at the point of intersection thereof at the place called "Schenk's Corner" and running thence with the road to Templeville south five degrees and one half of a degree west, eighteen perches to a stone; thence north eighty four degrees and one half of a degree west, twenty eight perches to road from Carson's Corner to Schenk's Corner; thence with the last named road north sixty three degrees east, thirty two perches and eight-tenths of a perch to the place of beginning, containing one acre and one half of an acre of land, more or less; being the same land granted unto the said James Glanden by Aaron Newnam and wife, by deed dated February twenty fifth, nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 2, fols. 138 &c., a land record book of said county.

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

And the said James Glanden covenants that he will warrant specially the property hereby granted and conveyed and that he will execute such other assurances of said land as may be requisite.

IN WITNESS WHEREOF the said James Glanden does hereunto subscribe his name and affix his seal the day and year first above written.

Test: Lida Hopkins. his  
James x Glanden (SEAL)  
mark

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

I hereby certify that on this first day of December, in the year nineteen hundred and twenty five, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James Glanden and he did acknowledge the foregoing deed to be his act.

In testimony whereof I hereunto subscribe my name and affix my seal NOTARIAL day and year first above mentioned.

Notary  
Public  
Seal.

Lida Hopkins

Notary Public.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 4, folios 350 etc., a Land Record Book for Queen Anne's County.

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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 nineteen hundred and thirty.

Seal's Place.

B. HACKETT TURNER

Clerk.

EXHIBIT B  
Filed Sept. 25th, 1930.

Queen Anne's County, to wit: Be it remembered, That on the tenth day of September, Eighteen Hundred and seventy, the following Deed was brought to be recorded, to wit:

Inter. Rev.  
J. G.  
Dec. 31st, 1968  
1.00

This Indenture, made the twenty Seventh day of December, in the year of our Lord one thousand Eight hundred and sixty eight, between Jacob Hallman and Margaret his wife of Duck Creek Hundred in Kent County and State of Delaware, of the one part and Henry S. Lambdin of the Hundred, County and State aforesaid of the other part:

WITNESSETH: That the said Jacob Hallman and Margaret his wife, for and in consideration of the sum of One thousand dollars, lawful money of the United States of America, to them in hand paid by the said Henry S. Lambdin before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, have, and each of them hath granted, bargained and sold, aliened, enfeoffed, relased, conveyed and confirmed, and by these presents do, and each of them doth grant, brgain and sell alien enfeoff, release, convey and confirm unto the said Henry S. Lambdin his heirs and assigns, All that piece or parcel of land and premises situate in Queen Anne's County and State of Maryland, and adjoining lands on the north by John Coppage and on the West by lands of Anderson and on the south by other lands of the said Jacob Hallman, and contains about Fifty acres of land be the same more or less; And being part of the same farm or tract of land and premises, which Abraham W. Schanck conveyed to the said Jacob Hallman by a deed well executed and recorded in Liber M. B. No. 1 folios 402 & 403, one of the Land Record Books of Queen Anne's County aforesaid, and being all that part of said farm or tract of land lying North of a new cut road running through said farm.

And all and singular the buildings, improvements, fixtures, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances to the said described tract of land & premises hereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim, demand and possibility of them, the said Jacob Hallman and Margaret his wife, at law or in Equity, of, to, in or out of the same, and every part and parcel thereof. To Have and to Hold the land and premises hereby bargained and sold or intended to be with the appurtenances unto the said Henry S. Lambdin his heirs and assigns, to and for the only proper use, benefit and behoof of him the said Henry S. Lambdin his heirs and assigns forever. And the said Jacob Hallman and Margaret his wife, for themselves, their and each of their heirs, executors and administrators, doth hereby further grant, covenant and agree, to and with the said Henry S. Lambdin heirs and assigns that the land and premises hereby bargained and sold, or intended to be, with the appurtenances against them, the said Jacob Hallman and Margaret his wife, their and each of their heirs, executors and administrators, and against all persons claiming, or lawfully to claim by, through from or under them, or any of them, unto the said Henry S. Lambdin his heirs and assigns, they the said Jacob Hallman and Margaret his wife, shall and will warrant and forever defend.

In Witness Whereof they the said Jacob Hallman and Margaret his wife, have hereunto respectively set their hands and seals, the day and year first herein written.

Signed, sealed and delivered in presence of J. S. Huffington  
James H. Pratt.

Jacob Hallman (SEAL)

Margaret A. Hallman (SEAL)

Received, on the day and date of the foregoing Indenture of Henry S. Lambdin, One thousand dollars, that being the consideration money therein expressed in full.

Witness: J. S. Huffington  
James H. Pratt

Jacob Hallman

State of Delaware

Kent County, Ss: Be it remembered, That on this twenty seventh day of December, in the year of our Lord, One thousand Eight hundred and sixty eight, personally came before me Jesse S. Huffington, a Notary Public for the State of Delaware, Jacob Hallman and Margaret his wife, parties to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be their act and deed respec-

tively, and that the said Margaret Hallman, being at the same time privately examined by me apart from her husband, acknowledged that she executed the said Indenture willingly, without compulsion or threats, or fear of her husbands displeasure.

Given under my hand and seal of office the day and year aforesaid.

Seal of  
Notary Public.

J. S. Huffington  
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. W. No. 2, folios 246 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 25th day of September, in the year nineteen hundred and thirty.

Seal's  
Place.

B. HACKETT TURNER  
Clerk.

EXHIBIT C  
Filed Sept. 25, 1930.

.....  
#12,768. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the first day of December, in the year nineteen hundred and twenty-seven, the following Deed was brought to be recorded, to wit:

THIS DEED, made this first day of December, in the year nineteen hundred and twenty seven, between Ida L. Smith, formerly Ida S. Lambdin, and Samuel T. Smith, her husband, of Queen Anne's County, in the State of Maryland, parties of the first part, and William C. Dill, of the same place, party of the second part,

WITNESSETH: that the said Ida L. Smith and Samuel T. Smith, her husband, for and in consideration of the sum of two hundred and fifty dollars to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do hereby grant, convey, remise and release unto the said William C. Dill, his heirs and assigns forever, in fee simple, all the one undivided half part of her, the said Ida L. Smith, formerly the said Ida L. Lambdin hereinafter mentioned, in, to and of all that lot, parcel or tract of land improved by a frame dwelling house, now in the occupancy of the party of the second part, called and known formerly as "The Henry S. Lambdin Property" and more recently called and known as "The William C. Dill Property", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Skank's Corner to Carson's Corner in said county and on the left side of the public road leading from Skank's Corner aforesaid to Peter's Corner, and in the angle formed by the union or junction of said roads, and bounded on the north or on its remaining sides by the land formerly of John Coppage, later of James Curlett, now of Likazs, formerly called "the Curlett Property", and containing sixty acres of land, more or less, being the same land which was conveyed by Jacob Hallman, by deed dated December 27, 1868, and recorded in Liber J. W. No. 2, fol. 246, a land record book of Queen Anne's County aforesaid, unto one Henry S. Lambdin, who died sometime in the year 1875, seized and possessed thereof, without leaving a last will and testament, and who left as his heirs at law two children only, one who bore the name of Sadie Lambdin and who later married the said William C. Dill and became Sadie Dill, and one who is the said Ida L. Smith, formerly Ida L. Lambdin, and who as one of said heirs inherited the half part of said land hereby conveyed.

AND the said Ida L. Smith covenants that she will warrant specially the property hereby granted and conveyed and that she will execute such further assurances of said land as may be requisite.

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

Test: Samuel T. Bouchelle.

Ida L. Smith (SEAL)  
SAMUEL T. SMITH (SEAL)

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



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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 Ida L. Smith, formerly Ida L. Lambdin, and Samuel T. Smith, Smith, her husband and each did acknowledge the foregoing deed to be their respective act.

Samuel T. Bouchelle  
Justice of the Peace.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 7, folios 350 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 25th day of September, in the year nineteen hundred and thirty.

B. HACKETT TURNER

Clerk.

Seal's  
Place.

ANSWER OF BLANCHE K. BROWN  
AND JOHN L. BROWN, HER HUSBAND.  
Filed Oct. 2nd, 1930.

CLARA E. DILL ET AL  
VS.  
HARRY LEE DILL ET AL.



IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY  
NO. 2827.

To the Honorable, the Judges of said Court:

The answer of Blanche K. Brown and John L. Brown, her husband, to the amended bill of complaint of Clara E. Dill and others against them and others in this Court exhibited.

These defendants admit the matters and facts set forth in said bill of complaint, and consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound et.

MRS. BLANCHE K. BROWN

JOHN L. BROWN

ANSWER OF HARRY LEE DILL  
Filed Oct. 2nd. 1930.

Clara E. Dill et al  
vs.  
Harry Lee Dill et al



In the Circuit Court for  
Queen Anne's County,  
in Equity. No. 2827.

To the Honorable, the Judges of said Court:

The answer of Harry Lee Dill to the amended bill of complaint of Clara E. Dill and others against them and others in this Court exhibited.

These defendants admit the matters and facts set forth in said bill of complaint, and consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.

HARRY LEE DILL JR.

Not married.

ANSWER OF MARY ELIZABETH CLARK  
AND ROBERT B. CLARK, HER HUSBAND.  
Filed Oct. 2nd, 1930.

Clara E. Dill et al.  
vs.  
Harry Dill, Junior  
et al.

In the Circuit Court for  
Queen Anne's County,  
in Equity. No. 2827.

To the Honorable, the Judges of said Court:

The Answer of Lizzie Clark and Robert B. Clark, her husband,  
to the bill of complaint and to the amended bill of complaint of Clara E. Dill and  
others against them and others in this court exhibited.

These defendants admit the matters and facts set forth in said  
bill of complaint and consent to the passage of such decree as may be right and proper  
in the premises.

And as in duty bound etc.

MARY ELIZABETH CLARK  
R. B. CLARK.

ANSWER OF SUDLER DILL AND  
MARY DILL, HIS WIFE.  
Filed Oct. 2nd, 1930.

CLARA E. DILL, ET AL.  
VS.  
HARRY DILL, JUNIOR,  
ET AL.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
NO. 2827.

To the Honorable, the Judges of said Court:

The answer of Sudler Dill and Mary Dill, his wife, to the bill  
of complaint and the amended bill of complaint of Clara E. Dill et al against them and  
others in this Court exhibited.

These defendants admit the matters and facts set forth in said  
bill of complaint, and consent to the passage of such decree as may be right and proper  
in the premises.

And as in duty bound etc.

SUDLER F. DILL  
MARY A. DILL

ANSWER OF DUDLEY DILL AND  
OPAL DILL, HIS WIFE.  
Filed Oct. 2nd, 1930.

CLARA E. DILL, ET AL.  
VS.  
HARRY DILL, JUNIOR,  
ET AL.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
NO. 2827.

To the Honorable, the Judges of said Court:

The answer of Dudley Dill and Opal Dill, his wife, to the bill  
of complaint and to the amended bill of complaint of Clara E. Dill et al against them  
and others in this Court exhibited.

These defendants admit the matters and facts set forth in said  
bill of complaint, and consent to the passage of such decree as may be right and proper  
in the premises.

And as in duty bound etc.

DUDLEY C. DILL.  
OPAL M. DILL.



ANSWER OF MATTIE ARGO AND  
SIDNEY L. ARGO, HER HUSBAND.  
Filed Oct. 2nd, 1930.

CLARA E. DILL, ET AL,  
VS.  
HARRY DILL, JUNIOR,  
ET AL.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
NO. 2827.

To the Honorable, the Judges of said Court:

The answer of Mattie Argo and Sidney L. Argo, her husband, to the bill of complaint and to the amended bill of complaint of Clara E. Dill et al against them and others in this Court exhibited.

These defendants admit the matters and facts set forth in said bill of complaint, and consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.

MRS. MATTIE ARGO  
MR. SIDNEY L. ARGO

ANSWER OF ALICE SHELTON AND  
CHARLES SHELTON, HER HUSBAND.  
Filed Oct. 2nd, 1930.

CLARA E. DILL, ET AL.  
VS.  
HARRY DILL, JUNIOR,  
ET AL.  
at Centreville Warf

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY,  
NO. 2827.

To the Honorable, the Judges of said Court:

The answer of Alice Shelton and Charles Shelton, her husband, to the bill of complaint and to the amended bill of complaint of Clara E. Dill et al against them and others in this Court exhibited.

These defendants admit the matters and facts set forth in said bill of complaint, and consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.

ALICE M. SHELTON  
CHARLES SHELTON

ANSWER OF MABEL LEATHEREN AND  
HENRY LEATHEREN, HER HUSBAND.  
Filed Oct. 2nd, 1930.

CLARA E. DILL, ET AL,  
VS.  
HARRY DILL, JUNIOR,  
ET AL.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY.  
No. 2827.

The answer of Mabel Leatheren and Henry Leatheren, her husband, to the bill of complaint and to the amended bill of complaint of Clara E. Dill et al against them and others in this Court exhibited.

These defendants admit the matters and facts set forth in said bill of complaint, and consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.

MABEL LEATHEREN  
HENRY LEATHEREN.

ANSWER OF EDNA LINDELL AND  
HENRY LINDELL, HER HUSBAND.  
Filed Oct. 2nd, 1930.

CLARA E. DILL, ET AL,  
VS.  
HARRY DILL, JUNIOR,  
ET AL.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
No. 2827.

To the Honorable, the Judges of said Court:

The answer of Edna Lindell and Elmer Lindell, her husband, to the bill of complaint and to the amended bill of complaint of Clara E. Dill et al against them and others in this Court exhibited.

These defendants admit the matters and facts set forth in said bill of complaint, and consent to the passage of such decree as may be right and proper in the premises.

AND AS in duty bound etc.

MARS. CLARA EDNA LINDELL

MR. ELMER C. LINDELL

AFFIDAVIT AS TO VALUE, MADE  
BY H. B. W. MITCHELL,  
SOLICITOR FOR PLAINTIFFS.  
Filed Oct. 2nd, 1930.

Clara E. Dill et al.  
vs.  
Harry Lee Dill et al

In the Circuit Court for  
Queen Anne's County, in  
Equity. No. 2827.

AFFIDAVIT

To the Honorable, the judges of said Court:

Upon inquiry, I am of the opinion that the fair value of the entire property described in the bill and amended bill of complaint filed in this cause is not in excess of twelve hundred dollars

H. B. W. MITCHELL  
Solicitor for plaintiffs.

Subscribed and sworn to before me this 2nd. day of October, 1930.

B. HACKETT TURNER  
Clerk of the Circuit Court for Queen  
Anne's County, in Equity.

FINAL DECREE  
Filed Oct. 2nd, 1930.

CLARA E. DILL,  
HARRY DILL AND  
MAGGIE DILL, HIS WIFE,  
WILLIAM DILL AND DELLA  
DILL, HIS WIFE,  
GEORGE C. DILL AND  
LAURA DILL, HIS WIFE,  
ROBERT DILL AND STELLA  
DILL, HIS WIFE,

VS.

HARRY LEE DILL,  
LIZZIE CLARK AND ROBERT B.  
CLARK, HER HUSBAND,

1436812

SUDLER DILL AND MARY DILL,  
HIS WIFE, DUDLEY DILL AND  
OPAL DILL, HIS WIFE, MATTIE  
ARGO AND SIDNEY L. ARGO,  
HER HUSBAND, ALICE SHELTON  
AND CHARLES SHELTON, HER  
HUSBAND, MABEL LEATHEREN AND  
HENRY LEATHERN, HER HUSBAND,  
AND EDNA LINDELL AND ELMBER  
LINDELL, HER HUSBAND, AND BLANCE  
K. BROWN AND JOHN L. BROWN, HER  
HUSBAND.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
NO. 2827.

FINAL DECREE.

This cause standing ready for hearing and being submitted without argument on bill and answer, all the proceedings were read and considered.

It is thereupon, this 2nd day of October 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 the property mentioned in these proceedings be sold; that H. B. W. Mitchell of Queen Anne's County, 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, of twelve hundred dollars, and, if personal surety, of twenty four hundred dollars conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, and shall sell the parcels of land mentioned in these proceedings separately, having given at least three weeks' previous notice by advertisement, inserted in a newspaper or newspapers published in Queen Anne's County, Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, one-third in six months and one-third in twelve months from day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustee, and, as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the 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, plaintiffs and defendants, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sales, and shall account for the proceeds of the sale of each parcel of land separate from the proceeds of the sale of the other parcel, to be 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.

LEWIN W. WICKES.

CERTIFIED COPY OF BOND  
Filed Oct. 28th, 1930.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the twenty eighth day of October, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell Queen Anne's County, Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds as surety, are held and firmly bound unto the State of Maryland in the full and just sum of twelve hundred dollars, (\$1,200.00) 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, successors and assigns jointly and severally firmly by these presents sealed with our seals and dated this twenty seventh day of October, nineteen hundred and thirty.

WHEREAS the above bounden H. B. W. Mitchell by virtue of a decree of the Circuit Court of Queen Anne's County in Equity, has been appointed Trustee to sell the property mentioned in the proceedings in the cause of Clara E. Dill et al. vs. Harry Lee Dill et al. said cause being numbered 2827 now pending in said Court.

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

H. B. W. Mitchell (SEAL)

Maryland Casualty Company  
by Wm. W. Rhodes  
Attorney in fact.  
Countersigned:  
H. B. W. Mitchell.  
Attorney in fact.

Signed, sealed and  
delivered in the  
presence of  
John L. Rhodes.

Seal's  
Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-  
Security approved and Bond filed Oct. 28th. 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. 106, 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 28th. day  
of October, in the year 1930.

Seal's  
Place.

B. Hackett Turner, Clerk.

REPORT OF SALE  
Filed Nov. 5th, 1930.

CLARA E. DILL, ET AL.

vs.

HARRY LEE DILL, ET AL.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY,  
No. 2827.

To the Honorable, the Judges of said Court:

The Report of H. B. W. Mitchell, Trustee under the decree passed  
on the second day of October, nineteen hundred and thirty, in the aforesaid cause to  
make sale of the property mentioned in said decree, to your Honors respectfully sets  
forth:

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, for more than four successive weeks previous to the day of  
sale, and after filing an approved bond for the faithful performance of his trust,  
said Trustee did attend at 12:30 o'clock p. m., on Tuesday, November 4th., 1930, in  
front of the Court House door in Centreville, Maryland, and proceeded to sell the  
property mentioned in said decree, consisting of FIRST-All that unimproved lot of  
land, situate in the First Election District of Queen Anne's County in the apex or  
fork formed by the junction of the public roads from Schank's Corner to Templeville,  
and from Schank's Corner to Carson's Corner, adjoining the land of James Reed or  
land formerly owned by him, containing one acre of land, more or less, and SECOND-  
All that tract of land or farm, improved by a log dwelling house, situate in the  
First Election District of Queen Anne's County, and known as the "William C. Dill  
Property", on the right side of the public road from Schank's Corner to Carson's  
Corner and on left of public road from Schank's Corner to Peter's Corner, adjoining  
the land formerly owned by John Coppage, containing sixty acres of land, more  
or less, and sold the said lot of land first described containing one acre, more  
or less, to Harry Dill, he being the highest bidder therefor at and for the sum of  
thirty four dollars, (\$34.00), and sold the said tract of land herein secondly de-  
scribed containing sixty acres, more or less, unto said Harry Dill, he being the  
highest bidder therefor, at and for the sum of seven hundred dollars, (\$700.00), ag-  
gregating for the two parcels of land seven hundred and thirty four dollars, (\$734.00).

The Purchaser has given his check to your Trustee for two hundred  
and forty four dollars and sixty seven cents, (\$244.67), being one-third of the pur-  
chase money for each of said parcels of land as prescribed by the advertised terms of  
sale.

Respectfully submitted.

H. B. W. MITCHELL  
TRUSTEE.

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

I hereby certify that on this fifth day of November, in the year  
nineteen hundred and thirty, before me, the subscriber, the Clerk of the Circuit  
Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Trustee, and  
made oath that the matters and things set forth in the foregoing report of sale are  
true as therein stated and that the sale was fairly made.

B. HACKETT TURNER  
CLERK OF THE CIRCUIT COURT FOR QUEEN  
ANNE'S COUNTY.

Filed Nov. 5th, 1930.

136812

CERTIFIED COPY OF ADVERTISEMENT OF SALE  
Filed Nov. 5th, 1930.

TRUSTEE'S SALE OF TWO TRACTS AND PARCEL  
OF LAND

IN  
FIRST ELECTION DISTRICT OF QUEEN ANNE'S  
COUNTY.

Under and by virtue of a decree of the Circuit Court of Queen Anne's County, in Equity, passed October 2nd, 1930, in the case of Clara E. Dill, and others vs. Harry Lee Dill and others, No. 2827, the undersigned Trustee, will sell at public sale in front of the Court House door in Centreville, Maryland, on Tuesday, Nov. 4, 1930 beginning at the hour of 12.30 o'clock P. M.

FIRST-All that unimproved lot of land, situate in the First Election District of Queen Annes county in the apex or fork formed by the junction of the public roads from Schank's Corner to Templeville, and from Schank's Corner to Carson's Corner, adjoining the land of James Reed or land formerly owned by him, containing one acre of land, more or less.

SECOND-All that tract of land or farm, improved by a log dwelling house, situate in the First Election of Queen Annes County, and known as the "William C. Dill Property", on the right side of the public road from Schank's Corner to Carson's Corner and on left of public road from Schank's Corner to Peter's Corner, adjoining the land formerly owned by John Coppage, containing 60 acres of land more or containing 60 acres of land, more or

TERMS OF SALE-One third of the purchase money for each lot or tract of land to be paid in cash at the time of the sale, and the balance in two equal installments of six and twelve months from day of sale or all cash at the option of the purchaser. The credit payments if any, to bear interest from day of sale and to be secured by note or notes of the purchaser, with security to the satisfaction of the trustee.

H. B. W. MITCHELL  
Trustee.

THE CENTREVILLE OBSERVER

Centreville, Md., November 5, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale in the case of Clara E. Dill et al vs. Harry Lee Dill et al. #2827 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 9th day of October, 1930, being more than four weeks before the 4th day of Nov. 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Filed Nov. 5th, 1930.

N I S I

Clara E. Dill et al.  
vs.  
Harry Lee Dill et al.

) IN THE CIRCUIT COURT  
) FOR QUEEN ANNE'S COUNTY  
) IN EQUITY.  
)  
) CHANCERY NO. 2827.

ORDERED, This 5th. day of November, A. D., 1930, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th 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 8th day of December next.

The Report states the amount of sales to be \$734.00.

B. HACKETT TURNER Clerk.

Filed November 5th. 1930.

CERTIFIED COPY OF ORDER NISI  
 Filed Feb. 6th, 1931.

NISI

Clara E. Dill et al

VS

Harry Lee Dill et al

In The Circuit Court For Queen Anne's County In Equity Chancery No. 2827.

ORDERED, This 5th day of November, A. D., 1930, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th 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 8th day of December next.

The Report states the amount of sales to be \$734.00.

B. HACKETT TURNER, Clerk.  
 True Copy  
 Test: B. HACKETT TURNER, Clerk.  
 Filed November 5th, 1930.

THE CENTREVILLE RECORD

Centreville, Md., Feb. 6, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Clara E. Dill et al vs. Harry Lee Dill et al. in the Circuit Court for Queen Anne's Co. in Equity, Chancery No. 2827 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 8 day of Dec. in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

BY Wm. Purnell Brown

FINAL ORDER OF RATIFICATION OF SALE  
 Filed Feb. 9th, 1931.

ORDERED, this 7th day of February, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported by H. B. W. Mitchell, Trustee, in the aforesaid cause of Clara E. Dill, et al. vs. Harry Lee Dill, et al. No. 2827 in this Court, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding order nisi. The Trustee is allowed the usual commissions and all expenses not personal, upon producing proper vouchers therefor before the Auditor.

LEWIN W. WICKES.

Filed February 9th, 1931.

*Clara E. Dill et al.* } *In the Circuit Court*  
 vs } *for*  
*Harry Lee Dill et al.* } *Queen Anne's County in Equity, No. 2827*  
 To the Honorable the Judges of said Court: -  
 The petition of H. B. W. Mitchell, Trustee, appointed by the decree in this cause to sell the property in the proceedings mentioned, to your Honor respectfully shows:  
 1. That in execution of the authority vested in him by said decree, he did on the 4th day of November, 1930, sell said mortgaged property unto a certain Harry Dill, of Queen Anne's County, Maryland, and for the sum of seven hundred and forty four dollars, one third of said amount, in accordance with the terms prescribed by said decree, to be paid in cash at the time of the sale and the balance in two equal installments of six and twelve months from day of sale or all cash, at the option of the purchaser, together with interest on deferred payments from day of sale.  
 2. That said sale has been duly reported to, and ratified by, this Court, as by the said Report and the proceedings thereon, now remaining in this Court, will appear.  
 3. That said Harry Dill has paid \$244.67, being one third of the aforesaid purchase money, and no more, although he has been duly notified of the ratification of the sale so made to him as aforesaid and has been required by your petitioner to pay for the same.



Your Petitioner, therefore prays:

- (1) That the said Harry Dill may be compelled, by decree or order of this Court to pay the balance of said purchase money with interest thereon, and in default thereof, that the said property may be decreed to be sold at the risk of the said Harry Dill for the payment of the same.
  - (2) For such other and further relief as his case may require.
- And as in duty bound, etc.

N.B. Mitchell, Trustee

State of Maryland, Queen Anne's County, its wits.

I hereby certify that on this 21<sup>st</sup> day of March, in the year nineteen hundred and thirty five, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared N.B. Mitchell, Trustee, and made oath that the matters and things set forth in the within and foregoing petition were true as therein stated to the best of his knowledge and belief.

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

Filed March 21<sup>st</sup> 1935

Court for Queen Anne's County

Whereupon, the Court passed the following Order, to wit:

On the foregoing petition it is ordered this 21<sup>st</sup> day of March in the year nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County, in Equity, that the said Harry Dill bring into this Court the sum of four hundred and eighty nine dollars and thirty three cents (\$489.33) with interest thereon from the 1<sup>st</sup> day of November, 1930 or show good cause to the contrary, on or before the 8<sup>th</sup> day of April, nineteen hundred and thirty five; provided a copy of this order together with a copy of the foregoing petition be served on the said Harry Dill on or before the 26<sup>th</sup> day of March, nineteen hundred and thirty five.

Filed March 21<sup>st</sup> 1935

Thos. J. Keating

A copy of the within petition and order of having <sup>been</sup> duly served on the said Harry Dill, and he having failed to bring into Court the sum of money with interest therein mentioned, or show cause to the contrary. It is thereupon this 8<sup>th</sup> day of May, nineteen hundred and thirty five, on motion of the said Trustee, ordered by the Circuit Court for Queen Anne's County, in Equity, that the property in the said petition mentioned be re sold by the said Trustee for the payment of the balance of the purchase money thereof with interest as aforesaid and the cost of this proceeding in the same manner as the original order to wit: One third of purchase money in cash on day of sale and the balance in two equal installments payable respectively in six and twelve months from day of sale, deferred payments to bear interest from day of sale and to be secured by the notes of the purchaser to the satisfaction of the said Trustee or all cash at the option of the purchaser or purchasers. And it is further ordered that the said re-sale be made at the risk of the said Harry Dill.

Filed May 8, 1935.

Thomas J. Keating

Report of Sale filed June 5<sup>th</sup> 1935

Clara E. Dill and others  
vs  
Harry Lee Dill and others

In the Circuit Court  
for  
Queen Anne's County, in Equity  
No 2827.

To the Honorable, the Judges of said Court:

The Report of N.B. Mitchell, Trustee under the decree passed on the second day of October, in the year nineteen hundred and thirty, in the aforesaid cause to make of the property mentioned in said decree of the re sale of said property by virtue of and pursuant to the order of the re sale of said property at the risk of Harry Dill passed by this Honorable Court, on the 8<sup>th</sup> day of May, 1935, in the aforesaid cause, to your Honor respectfully sets forth:

1. That by an order of this Court passed in this cause on the eighth day of May, nineteen hundred and thirty five, the said N.B. Mitchell, Trustee, was authorized and directed to re-sell the property mentioned in said decree and described in these proceedings for the payment of the balance of the purchase money and the interest unpaid thereon, due by Harry Dill, the purchaser at the sale under said decree, and the cost of this proceedings.
2. 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, Maryland for more than four successive weeks previous to the day of sale, said Trustee did attend at 12:30 o'clock P.M. on Tuesday June 4<sup>th</sup> 1935, in front of the Court House Door in Centreville, Maryland, and proceeded to sell the property mentioned in said decree and described in said advertisement of sale, consisting of first, all that certain parcel of land situate in the First (Election) District of Queen Anne's County in the Cape Fear fork formed by the junction of the public roads from Schank's Corner to Templeville, and from Schank's Corner to Carsons Corner, adjoining the land of James Reed or land owned by him, containing one acre of land, more or less, and second, all that tract of land or farm, improved by a log dwelling house, situate in the First (Election) District of Queen Anne's County aforesaid, and known as The William E. Dill property, on the right side of the public road from Schank's Corner to Carsons Corner and on the left side of the public road from Schank's Corner to Peters Corner, adjoining the land formerly owned by John Coppage, containing fifty acres of land, more or less, and sold the said lot of land first described containing one acre, more or less, to Frank Walker, he being then and the highest bidder therefor, at and for the sum of forty dollars, and said Frank Walker has paid fifteen dollars on account of the purchase money therefor, and sold the said tract of land hereinafter secondly described containing fifty acres, more or less, unto Brown Comery, he be-



ing them and there the highest bidder therefor, and for the sum of four hundred and eighty dollars, and your Trustee has received a check for one hundred and eighty dollars on account of the purchase money for said tract of land sold as aforesaid unto J. Brown Comery. The aggregate sales amount to \$520.00 and the purchasers have each paid more than one third of the purchase money for each of said parcels of land as prescribed by the advertised terms of sale.

Respectfully submitted.

Filed June 5<sup>th</sup> 1935

H.B. N. Mitchell, Trustee

State of Maryland, Queen Anne's County, et al.

I hereby certify that on this fifth day of June, in the year nineteen hundred and thirty five before me, the undersigned, the clerk of the Circuit Court for Queen Anne's County, personally appeared H.B.N. Mitchell, Trustee, and made oath that the matters and things stated in the within and foregoing report of sale were true as therein stated to the best of his knowledge and belief and that the sale was fairly made.

William H. Carter, Clerk of the Circuit Court for Queen Anne's County.

Filed June 5<sup>th</sup> 1935

Along with the foregoing Report of Sale was filed the following Justification of Publication of Advertisement, et al.

Trustee Re Sale of Two Tracts and parcels of land in the first Election District of Queen Anne's County, at the risk of Harry Dill.

Under and by virtue of a Decree of the Circuit Court of Queen Anne's County, in Equity, passed October 2<sup>nd</sup> 1930, in the case of Clara E. Dill and others vs. Harry Lee Dill and others, No 2827, and pursuant to an order of re-sale passed by said Court, the undersigned Trustee, will sell at public sale in front of the Court House door in Centreville, Maryland, on Tuesday, June 4, 1935 beginning at the hour of 12:30 o'clock P.M. First all that unimproved lot of land, situated in the First Election District of Queen Anne's County in the apex or fork formed by the junction of the public roads from Schenk's Corner to Templeville and from Schenk's Corner to Carson's Corner, adjoining the land of James Reed or land formerly owned by him containing one acre of land, more or less.

Second all that tract of land or farm, improved by a log dwelling house, potato in the First Election District of Queen Anne's County, and known as the William E. Dill property, on the right side of the public road from Schenk's Corner to Carson's Corner and on left of public road from Schenk's Corner to Peter's Corner, adjoining the land formerly owned by John C. Spurge, containing 60 acres of land, more or less. Said property will be re-sold at the risk of Harry Dill. Terms of Sale One third of the purchase money for each lot or tract of land to be paid in cash at the time of the sale, and the balance in two equal installments of six and twelve months from day of sale, or all cash at the option of the purchaser. The credit payments, if any, to bear interest from day of sale and to be secured by note or notes of the purchaser with security to the satisfaction of the Trustee.

H.B.N. Mitchell, Trustee.

The Centreville Observer, Centreville Md. June 5<sup>th</sup> 1935

The Centreville Observer Publishing Company hereby certifies that the Trustee's Re Sale in the case of H.B.N. Mitchell Trustee in the case of Clara E. Dill, et al. vs. Harry Lee Dill and others a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, the first publication thereof having been made in said newspaper on the ninth day of May 1935, being more than twenty days before the 4<sup>th</sup> day of June 1935.

The Centreville Observer Publishing Co. By Bertha S. Burney

Filed June 5<sup>th</sup> 1935

Whereupon, the Court passed the following Order, et al.

Clara E. Dill, and others

vs. Harry Lee Dill, and others

Miss

In the Circuit Court

for

Queen Anne's County, in Equity.

Ordered, this 5<sup>th</sup> day of June A.D. 1935, that the re-sale of the real estate made and reported in this cause by H.B.N. Mitchell, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7<sup>th</sup> 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 6<sup>th</sup> day of July next.

Filed June 5<sup>th</sup> 1935

Justification of Publication of Order Miss vs. Miss

Clara E. Dill, and others,

vs. Harry Lee Dill, and others,

In the Circuit Court

for

Queen Anne's County, in Equity, Chancery No 2827

Ordered, this 5<sup>th</sup> day of June A.D. 1935, that the re-sale of the real estate made and reported in this cause by H.B.N. Mitchell, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7<sup>th</sup> day of August next, provided a copy of this order be inserted in some newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks

the first publication thereof being having been made in said newspaper on the 6th day of June 1935, being more than four weeks before the 6th day of July 1935

The Centreville Observer Publishing Co  
By Bertha G. Durney

And afterwards, its writs, on the 9th day of October in the year nineteen hundred and thirty five the following Order ratifying sale was filed for record, its writs:

Order of Court,

Ordered, this eighth day of October in the year 1935, by the Circuit Court for Queen Anne's County in equity, that the re-sale at the risk of Harry Dell, of the real estate made and reported by W.D.V. Mitchell, Trustee, in the aforesaid cause of Clara E. Dell et al vs Harry Lee Dell et al, No 2827 in this Court be and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the preceding order nisi. The Trustee is allowed the usual commissions and all expenses not personal, upon producing proper vouchers therefor before Auditor.

Thos. J. Keating

Filed October 7th 1935

Report and Account of the Auditor filed July 27th 1936

Clara E. Dell, et al } In the Circuit Court  
vs }  
Harry Lee Dell, et al } Queen Anne's County, in Equity,  
Cause No 2827.

To the Honorable, the Judges of said Court:

I, Madison Brown, the Auditor of the Court, unto your Honors respectfully sets forth from an examination of the proceedings of this cause I find the same can be divided into three parts: One is the original proceeding instituted for the sale of two several tracts of land for partition; another is the proceeding of re-sale of the land necessitated by the failure of the original purchaser to complete his contract, and the last is a creditor's proceeding engrafted upon the original proceeding by a petition in the nature of a creditor's Bill for the payment of debts of William C. Dell, who was dead when the bill was filed. I find the original proceeding is one for the sale of a tract of one acre of land owned by William C. Dell alone, and also for sale of a fifty acre tract owned by said William C. Dell to the extent of one-half part and by Clara E. Dell, yet living, to the extent of the other one-half in her own right, Clara E. Dell is a plaintiff, and it appears that she is entitled to one-half of the net proceeds of the fifty acre tract in her own right, free of any demand on her or on the same for the payment of the debts of William C. Dell, while it appears that the creditors of William C. Dell are entitled to have applied to their claims the entire net proceeds of the sale of the one acre tract and one-half of the net proceeds of the sales of the fifty acre tract.

The bringing into issue of the sales of both tracts of land as the proceeds of the sales of one tract and the payment thereof of the expenses and costs of both tracts as one tract, when one tract was owned by two different persons, and the other tract owned by one person, has given the Auditor, the somewhat difficult task to ascertain what part of the net sales should be distributed to Clara E. Dell in her own right and what part to the heirs of William C. Dell in trust for or subject to payment of his debts.

In the matter of resale I have stated and returned in this cause an account between Harry Dell the defaulting original purchaser, and the trustee of this cause. This account is to be taken as the basis of the within account, and the two accounts are interlocked. The resale account shows that the original purchaser is yet indebted unto the trustee. Petitioner of Credit for Payment of Debts of William C. Dell. The original Bill of Complaint shows that William C. Dell left no personal property for the payment of his debts, and this fact is admitted under the pleadings by all parties. The petition for the payment of his debts covers the unpaid debt of William C. Dell for his funeral expenses by an account filed by Edward S. Kells, administrator of Robert W. Collins, the undertaker of William C. Dell, against all heirs of William C. Dell and the fact is admitted by several defendants in their answers to the petition, and the other defendants have been notified by order of publication made in due form. I deem no testimony necessary in the matter of the petition. The claim of funeral expenses is more than sufficient to consume all the share in net sales of William C. Dell or of his heirs. In the within account I have charged the trustee of the cause with the amount of the cash and only payment made by him by Harry Dell, original purchaser, and with the amount of proceeds of the re-sale made by the trustee at risk of the purchaser less the amount of the cash payment which now constitutes frozen assets of the Centreville National Bank and unpaid.

I have thereout allowed unto the Trustee as follows: 1. His commissions on account of cash payment by original purchaser. 2. The costs of advertising sale, order nisi thereof and auctioneer's fee in the matter of original sale. 3. The costs of premiums of the bond filed by the trustee. 4. The amount of taxes due by the original purchaser on the land sold to him, not paid by him but paid by the trustee. These taxes are charged to the purchaser in audit of re-sale. 5. The commissions of the trustee and Court costs

under re-sale of \$92.50 (see Audit of Resale)  
 6 Court costs under original petition  
 7. Advertising nisi on Audit and fee of the auditor.  
 The balance remaining after these allowances, constituting net sales, and a part thereof is distributed unto Clara Dill who is entitled to same in her own right, and the other part is distributed unto the heirs of William C. Dill for the pay of his debts. In making the distribution, I ascertained what part of the net sales Clara Dill is entitled to without regard to the taxes chargeable, one-half of the acre tract, then deduct from the ascertainment the taxes on said one-half, and the amount the remaining I distribute unto her. In this way her share was not charged with any taxes on the one-acre tract. I then ascertained what part of the net sale William C. Dill's heirs were entitled to without regard to the taxes due on the one-acre tract and one-half of the fifty-acre tract, then deducted from the ascertainment the taxes and amount remaining become the fund for payment of debts of William C. Dill. In this way the estate of William C. Dill pays the taxes chargeable against the same. From the fund for the payment of debts I have deducted the costs incident to the proceedings under the Creditor's Petition and the balance then distributed to Edward G. Halls, administrator. It does not appear any other claim against William C. Dill has been filed.  
 Which is respectfully submitted.  
 Madison Brown, Auditor

July 25, 1936 Cause No. 2827. The proceeds of the real estate owned partly by William C. Dill at the time of his death and owned partly by Clara Dill (now living) at his death

1930 Nov 4	By amount of the original sale of one acre lot owned by William C. Dill in severalty	\$34.00	
	By 1/2 of amount of the original sale of 60-acre tract, being the share of William C. Dill	350.00	
	Total share of William C. Dill in amount of original sales	384.00	\$384.00
	By 1/2 of amount of original sale of 60-acre tract, being the share of Clara Dill herein		350.00
	Total amount of original sales		\$734.00
1935 June 4	By amount of interest due by Harry Dill, original purchaser, at this date (date of resale) to wit:		134.56
			\$868.56
1935 June 4	Deduct difference between amount due by Harry Dill, original purchaser on date of re-sale. See audit of re-sale and amount of re-sale (see same audit) amount due by trustee from both sales	\$123.89	
	Proof: Cash paid by Harry Dill at first sale	\$244.67	
	Amount of re-sale	520.00	
		\$764.67	\$764.67
	Deduct difference between that part of cash deposited in Centreville National Bank of Md. which when that bank closed became frozen and the amount of 3 dividends of 10.00 each received since thereon to wit:	102.05	
		36.63	
	Leaving total amount due by the trustee	\$714.2	\$714.2
			\$932.5

Madison Brown, Auditor

July 24, 1936 Cause No. 2827.

The proceeds of the real estate owned partly by William C. Dill at the time of his death and owned partly by Clara Dill (now living) at his death

1935 June 4	To W. B. Mitchell, trustee for his commission on \$244.67 cash paid by Harry Dill, the sum of (commission on \$520.00, amount of resale allowed below)	\$17.12	
	To do, for costs of advertising first sale in Centreville Observer and handbills of sale, per receipts exhibited, to wit:	36.39	
	To do, for costs of advertising order nisi on sales in Centreville Record, per receipts account for same, exhibited, to wit:	5.00	
	To do, for amount paid J. C. Anthony for copying first sales per receipts account exhibited, to wit:	7.50	
	To do, for the costs of his bond with corporate surety (those on file herein) for year beginning Oct. 27, 1930 and ending Oct. 26, 1936, 6 premiums of \$10.00, a total of	60.00	
	per receipts account exhibited		
	To do, for the sum Court costs of this cause per clerk's statement, costs of W. Carter, clerk	4.00	
	appear fee of W. B. Mitchell	10.00	50.10
	To do, for costs of advertising order nisi to be passed as to this account, sum of	3.50	
	To Madison Brown, Auditor, for stating this account, the sum of	13.50	
	To do, for these matters in relation to resale:		
	For State and County taxes due by Harry Dill, first purchaser on land bought by him but not paid for by him and paid by the trustee, see Audit of Resale	80.20	
	For commission on the resale of this cause, see Audit of Resale	9.20	
		\$173.00	173.00
	To balance, being net sales	\$36.11	
		\$32.14	
			\$693.25

July 24, 1937

Madison Brown, Auditor



Cause No. 2828.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fourth day of June, 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,  
versus  
Charles F. Wessell and Carrie E. Wessell,  
mortgagors.

To B. H. Turner, Clerk:

Docket suit on your Chancery Docket in accordance with above titling and file in the papers thereof a certified copy of the mortgage from Charles F. Wessell and Carrie E. Wessell, his wife, to the Church Hill Bank of Maryland dated December 23, 1922, and recorded in Liber J. F. R. No. 10 a land record of said county on folio 167.

MADISON BROWN

Attorney for the plaintiff.

CERTIFIED COPY OF BOND  
Filed June 24th, 1930.

Queen Anne's County, to wit:- Be it remembered that on the twenty fourth day of June, 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, State of Maryland, and the American Surety Company of New York, a corporation duly created by and existing under the laws of the State of New York with legal authority to become the sole surety on the bonds of trustees, are held and firmly bound unto the State of Maryland in the full and just sum of 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 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 fourth day of June, in the year nineteen hundred and thirty.

WHEREAS Charles F. Wessell and Carrie Wessell his wife, by a mortgage dated December 23, 1922 and recorded in Liber J. F. R. No. 10, a land record book of Queen Anne's County aforesaid on folio 167 made to secure the payment of fifteen hundred dollars and certain interest, did grant the land and property therein described 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.

WHEREAS default has occurred in the covenants of said mortgage by reason of the non-payment of the principal mortgage debt therein described, by reason of the non-payment of certain interests due on said mortgage debt and by reason of the non-payment of the state and county taxes levied on the mortgaged property for the year 1929 on December 31, 1929.

WHEREAS the said Madison Brown is about to sell the mortgaged land and property under the power and authority conferred by said mortgage because of the defaults which have occurred as aforesaid in the covenants of said mortgage.

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 or the proceeds thereof then this obligation shall be void, otherwise, same shall remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:  
Etta Thomas.

Seal's Place.

Madison Brown (SEAL)  
American Surety Company  
of New York  
By Madison Brown  
Its attorney in fact.

Countersigned by  
J. Lemuel Roberts.

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

Security approved and bond filed June 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. 82, 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 June, in the year 1930.

Seal's Place.

B. Hackett Turner Clerk.

CERTIFIED COPY OF MORTGAGE  
Filed June 24th, 1930.

.....  
#9765. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eleventh day of January, in the year nineteen hundred and twenty three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty third day of December, in the year nineteen hundred and twenty two, by and between Charles F. Wessell and Carrie E. Wessell, his wife, of Queen Anne's County in the State of Maryland, parties of the first part, and The Church Hill Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, party of the second part.

Whereas the parties of the first part are jointly and severally indebted unto the said party of the second part, in the full sum of fifteen hundred dollars, cash loaned loaned and advanced to them and for which they, the said parties of the first part, have drawn and passed unto the said party of the second part their joint and several promissory note for the said sum of fifteen hundred dollars bearing the same date as these presents 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 loan and the acceptance of said note for same that this mortgage should be given to secure the said sum so loaned and all interest which may accrue thereon and the above described promissory and each and every renewal thereof which hereafter may be made, and accepted by said part of the second part, whether said renewal or renewals be in whole or in part of the original amount, together with whatever interest may accrue thereon as accepted from time to time.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said Charles F. Wessell and Carrie E. Wessell, his wife, do hereby grant and convey unto the said The Church Hill Bank of Maryland, the said party of the second part, its successors and assigns forever, in fee simple, the following described lots or parcels of land, to wit:

Parcel No. 1. All that tract of land situate, lying and being in the second election district of Queen Anne's County, State of Maryland, at I. B. on the east side of the public road leading from Church Hill to Pondtown in said county, adjoining the farm called The Spencer Newnam Farm, formerly of Spencer G. Newnam but now of James P. Brown, the land of Albert Skinner and wife, and that of others, containing fifty seven acres of land, more or less;

Parcel No. 2. also all that tract of land situate lying and being in the second election district of Queen Anne's County aforesaid, adjoining Parcel No. 1, the land of John Green and that of others and containing eighty six acres of land, more or less; being composed of those two several lots of land adjacent one to the other described in the deed to Frank R. McWhorter, assignee, dated July 3, 1909, and recorded in Liber S. S. No. 6, fols. 379 etc. a land record book of said county, with the exception of fourteen acres thereof conveyed after said deed by said Frank R. McWhorter to Albert Skinner, and his wife;

Parcel No. 1 is same land described as Parcel No. 1 and Parcel No. 2 is same land described as Parcel No. 2 in the deed to said Charles F. Wessell from Frank R. McWhorter and Emma V. McWhorter, his wife, dated 11 January, 1918, and recorded in Liber W. F. W. No. 11, fols. 320 etc, land record book of said

county. Together with the buildings and improvements thereon and all the roads, rights, rights, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their executors, administrators and assigns, shall well and truly pay or cause to be paid at maturity of the same the above described promissory note and each and every renewal whether in whole or in part which hereafter may be made and accepted as aforesaid, then this mortgage shall be void; and until default be made in the premises the said parties of the first part shall possess said property. And the said Charles F. Wessell, for himself, his heirs, executors, administrators and assigns, covenants to pay as they severally fall due the debt hereby secured, all notes also hereby secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs, attorney's charges and commissions incurred in the collection of said debt or any of said notes, or any part of either, and to insure, and pending this mortgage, to keep insured improvements on said premises to the amount of at least 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 policy so framed or endorsed that the proceeds arising from said policy or policies shall be applied to the payment of this mortgage, and to deliver, upon demand to the said 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 in value. But in case of default in the payment of said debt or in any note intended hereby to be secured, at maturity of the same, or in any covenant, condition or agreement in this mortgage, then the debt then secured hereby, or any note intended hereby to be secured, shall be due and demandable, and the said party of the second part, its successors or assigns, or Madison Brown of said county, attorney at law, are hereby authorized and empowered to sell the hereby mortgaged premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in some newspaper published in said county, with such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the party making the sale, the credit payments, if any to bear interest and to be secured by the note or notes of the purchaser, with security to be approved by the party making the sale, and to apply the proceeds of sale first, to the payment of the expenses of the sale, including compensation to the person making the sale of a sum of money equal to the commissions allowed trustees making sales under the decree of the Circuit Court for said county; second, all money owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to the said Charles F. Wessell, or to whoever may be entitled to the same.

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

Test: Margaret W. Smith.

Charles F. Wessell (SEAL)

Carrie E. Wessell (SEAL)

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

I hereby certify that on this 23rd. day of December, in the year nineteen hundred and twenty two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles F. Wessell and Carrie E. Wessell, his wife, the above named mortgagers, and they did each acknowledge the foregoing mortgage to be their respective act; and at the same time also personally appeared President of the Church Hill Bank of Maryland, the within named mortgagee, and he did make oath in due form of law that the consideration stated in the foregoing Mortgage is true and bona fide as therein set forth.

In testimony whereof I hereunto subscribe my name and affix my seal Notarial the day and year first herein written.

Nelson J. Brown.

Notary Public.

Notary  
Public  
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. 10, folios 167 etc., a Land Record Book of Queen Anne's County.

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

B. HACKETT TURNER

Clerk.

REPORT OF SALE  
Filed July 15, 1930.

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

Madison Brown, attorney named in mortgage,	}	Cause No. 2828.
versus		
Charles F. Wessell and Carrie E. Wessell.		

To the Honorable, the Judges of said Court:

The report of Madison Brown, of said county who hereinafter calls himself "vendor", unto Your Honors respectfully sets forth:

1. That Charles F. Wessell and Carrie E. Wessell, his wife, above named defendants by their mortgage dated December 23, 1922, and recorded in Liber J. F. R. No. 10, a land record book of said county, on folio 167, did convey the land hereinafter described unto the Church Hill Bank of Maryland to secure the payment of a promissory note from them to said bank in said mortgage described and did by the terms of said mortgage authorize and empower the vendor to sell said land in case of default in any of the covenants of said mortgage, a copy of which mortgage has heretofore been filed in these proceedings.
2. That prior to the day of sale hereinafter mentioned default occurred in the covenants of said mortgage by reason of the non-payment of the debt secured by said mortgage and of certain interest at maturity of same and by reason of the non-payment of the state and county taxes levied upon the mortgaged property for the year nineteen hundred and twenty nine before January first, nineteen hundred and thirty.
3. That prior to the time of sale hereinafter mentioned the vendor filed with the clerk of this court his bond to the State of Maryland in the penal sum of two thousand dollars containing the condition required by law for the sale of the mortgaged property under the power and authority given him as aforesaid by said mortgage.
4. That the vendor gave twenty days notice of the time, place, manner and terms of the sale hereinafter mentioned prior to the day of sale hereinafter mentioned by advertisement in the Centreville Record, a weekly newspaper published in said county, and he files herewith as part hereof a copy of said notice of sale with a certificate of publication made by the publisher of said paper attached.
5. That pursuant to said notice of sale the vendor did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, July 8, 1930, at two o'clock P. M. and proceeded to make sale of said real estate in the following manner:  
The vendor through Elmer E. Anthony, his auctioneer, called in the usual manner the sale; he then read the advertisement of sale and then announced that the property advertised for sale would be sold on the advertised terms and with the understanding that the wheat crop then standing on the land would pass to the purchaser who would be required to harvest the same and that one-half of the corn crop then planted on the land would also pass to the purchaser. The vendor through his auctioneer then offered said land at public auction to the highest bidder and sold said land because of the defaults hereinbefore mentioned unto the Church Hill Bank of Maryland, a corporation which was then and there at said sale the highest bidder of said land, at and for the sum of fifteen hundred dollars.
6. The land sold is a farm called or known as "The Frank Wessell Farm" and is situated in the Second Election District of Queen Anne's County aforesaid on the public road from Church Hill to I. B. and adjoining the Spencer Newnam farm of James T. Brown, the Home farm of Wesley Holden and the land Frank McGinnes bought of H. B. W. Mitchell and is the same land described in the mortgage above mentioned.
7. The purchaser has made no compliance with the terms of sale and as mortgagee owns and is the holder of the mortgage debt secured by said mortgage.

Which is respectfully submitted,

MADISON BROWN  
attorney named in mortgage, vendor.

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

I hereby certify that on this 15th day of July 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, the vendor above named, and he did make oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated and that the sale in said report mentioned was fairly made.

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

Filed July 15th, 1930.



1136812

CERTIFIED COPY OF ADVERTISEMENT  
OF SALE  
Filed July 15th, 1930.

MORTGAGE SALE  
OF  
A FARM  
near Church Hill.

Default having occurred in the covenants of a mortgage given by Charles F. Wessell and Carrie E. Wessell, his wife, to the Church Hill Bank of Maryland, bearing date December 23, 1922 and recorded in Liber J. F. R. No. 10, folio 167, a land record book of Queen Anne's County, Maryland, 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 the town of Centreville, Queen Anne's County, Maryland, on Tuesday, July 8th, 1930 at 2 o'clock, P. M. All that farm or tract of land called "The Frank Wessell Farm" situate in the Second election District of Queen Anne's County, Maryland on the public road from Church Hill to I. B., containing 136 Acres of Land more or less.

Improvements consist of a 2 story FRAME DWELLING stable, barn, shed.

This farm adjoins the Spencer Newnam farm of James P. Brown, the home farm of Wesley Holden, and the land of Frank McGinness (the Mitchell farm).

The land is easily tilled and will respond quickly to good cultivation.

Terms of Sale: One-third of the purchase money to be paid in cash at the time of the sale, and balance in two equal instalments payable one and two years from day of sale, deferred payments to be secured by notes of purchaser with surities to meet approval undersigned; purchaser to have right to pay all cash if he desires.

MADISON BROWN, attorney named in mortgage.

Persons contemplating purchasing and desire a loan or different terms may secure same by applying to

MADISON BROWN

THE CENTREVILLE RECORD

Centreville, Md., July 16, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgage Sale in the case of Madison Brown, attorney named in mortgage vs. Charles F. Wessell and Charrie E. Wessell, Cause No. 2028 of Circuit Court of Queen Anne's County, in Equity. a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for three successive weeks (first insertion being more than twenty days) before the 8th day of July in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

N I S I

Madison Brown,  
Attorney named in mortgage

VS.

Charles F. Wessell and  
Carrie E. Wessell.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2828.

ORDERED, This 15th. day of July A. D., 1930, 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 18th. 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 18th day of August next.

The Report states the amount of sales to be \$1500.00.

B. HACKETT TURNER Clerk.

Filed July 15th. 1930.

CERTIFIED COPY OF ORDER NISI  
Filed Nov. 11th, 1930.

NISI

Madison Brown,  
Attorney name in mortgage

VS

Charles F. Wessell and  
Carrie E. Wessell.

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

Chancery No. 2828.

ORDERED, This 15th day of July A. D., 1930, 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 18th 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 18th day of August next.

The Report states the amount of sales to be \$1500.00.

B. HACKETT TURNER, Clerk

True Copy.

Test: B. HACKETT TURNER, Clerk  
Filed July 15th, 1930.

THE CENTREVILLE RECORD

Centreville, Md., Oct. 11, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison Brown, atty vs. Chas. F. Wessell & Carrie E. Wessell 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 18 day of August in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN JR.

FINAL ORDER

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

Madison Brown, attorney named in mortgage,  
vs.  
Charles F. Wessell and Carrie E. Wessell.  
mortgagors.

Chancery Docket

Cause No. 2828.

Ordered, on 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 of said court, that the sale of the real estate of Charles F. Wessell and Carrie E. Wessell, his wife, mortgagors, made by Madison Brown, attorney named in the mortgage described in this cause as given by the said mortgagors, and by the said Madison Brown reported to this court in said cause by his report filed herein be and the same same is 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 July 15, 1930, in relation to said sale; and it is further ordered by the court that the papers and proceedings of this 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 between the said Madison Brown as the vendor of this cause and the proceeds of the sale of this cause.

LEWIN W. WICKES.

STATEMENT OF MORTGAGE DEBT.  
Filed Nov. 12th, 1930.

STATEMENT OF MORTGAGE DEBT  
Filed Nov. 12th, 1930.

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

Madison Brown, attorney named in mortgage, ( Cause No. 2828.  
vs. )  
Charles F. Wessell and Carrie E. Wessell. (

STATEMENT OF MORTGAGE DEBT.

Charles Frank Wessell to The Church Hill Bank of Maryland, DR.

To amount of the mortgage debt due under and by the mortgage from him and his wife to the said The Church Hill Bank of Maryland dated December 23, 1923, and recorded in Liber J. F. R. No. 10, a land record book of said County, on folio 167, on July 8, 1930, the day of the sale mentioned in above entitled cause made for the foreclosure of said mortgage, to wit:

Amount of principal due said day represented by the note secured by said mortgage dated July 23, 1929, due September 23, 1929, given in re-renewal of original mortgage note, to wit: the sum of	\$1,500.00
Amount of interest due by said note from September 23, 1929, to July 8, 1930, to wit: the sum of	71.25
	<hr/>
	\$1,571.25
Add five per cent. commissions per terms of mortgage thereon due to Madison Brown, attorney for collection of said mortgage, to wit: the sum of	78.56
	<hr/>
Total:	\$1,649.81

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

I hereby certify that on this 12th day of November 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, the agent and attorney of the Church Hill Bank of Maryland in the above matter, and he made oath in due form of law that the foregoing statement is a true statement of the indebtedness due by the mortgage mentioned above, to the best of his knowledge and belief.

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

Filed Nov. 12th, 1930.

REPORT AND ACCOUNT  
Filed Dec. 20th, 1930.

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

Madison Brown, attorney named in mortgage, ( Cause 2828.  
versus )  
Charles F. Wessell and Carrie E. Wessell. (

To the Honorable, the Judges of said Court:

The report of Edwin H. Brown, junior, special auditor appointed by the order of the court filed in this cause to state an account between the proceeds of the sale of this cause and Madison Brown, the party making the sale of this cause, unto Your Honors respectfully sets forth:

That pursuant to said order he has stated the within account first charging the said Madison Brown with the gross proceeds of the sale made by him and then there-out allowing him as follows:

His commissions for making the mortgage sale per rule of court and the terms of the mortgage, the court costs of this cause, the cost of his bond, cost of advertising the notice of sale and the several order nisi of this cause, the charges of the auctioneer for crying the sale and the fee of the auditor.

That after the allowances above mentioned have been made out of the gross sales of the land the money remaining is not sufficient to pay the claim of the Church Hill Bank of Maryland, the mortgagee of the cause in full and is distributed unto said bank in part payment of the mortgage claim.

The auditor has appended to the account a statement of the mortgage debt showing the amount due said bank under the mortgage after application thereto of the net proceeds of the sale distributed to said bank as aforesaid.

Which is respectfully submitted.

EDWIN H. BROWN JR.

December 19, 1930.

Cause No. 2828.

The proceeds of the sale of the mortgaged real estate of Charles F. Wessell and Carrie E. Wessell, his wife, mortgagors, in account with Madison Brown, attorney named in the mortgage mentioned in this cause and vendor of said real estate as such attorney under a power of sale contained in said mortgage.

1930,  
July  
8

CR.

By gross amount of said sale, per report of sale filed July 15, 1930, to wit: the sum of . . . . \$1,500.00

DR.

To Madison Brown, the party making the sale, for his commissions, per terms of mortgage, to wit:	\$	97.50	
To do., for the court costs of this cause, per Clerk's statement, as follows:			
Costs of B. H. Turner, Clerk, . . . . .	\$18.75		
Appearance fee of Madison Brown . . . . .	10.00	28.75	
To do., for amount paid advertising sale in Centreville Observer, per account for same receipted and exhibited, to wit: the sum of . . . . .			25.00
To do., for costs of advertising in Centreville Record notice of sale and order nisi thereon, per account for same receipted and exhibited . . . . .			33.25
To do., for the costs of advertising the order nisi to be passed as to this account, to wit: . . . . .			3.00
To do., for the costs of his bond with corporate surety thereon filed herein, per account for same exhibited, to wit: the sum of . . . . .			10.00
To do., for the charges of J. E. Anthony, auctioneer, for crying sale, per account for same exhibited. . . . .			10.00
To Edwin H. Brown, junior, special auditor, for stating this account, the sum of <u>nin</u> . . . . .			9.00
To The Church Hill Bank of Maryland, mortgagee, in part payment of its mortgage claim, this balance		1,283.50	
		\$1,500.00	\$1,500.00

STATEMENT OF MORTGAGE DEBT.

Charles F. Wessell and Carrie E. Wessell, his wife, to The Church Hill Bank of Maryland,

DR.

1930-July 8-	To amount of the mortgage debt due under the mortgage from them to said bank on said date under mortgage dated December 23, 1923 (Liber J. F. R. No. 10, folio 167) per statement filed . . . . .	\$1,649.81
CR.	By net proceeds of sale distributed to bank above . . . . .	1,283.50
DR.	To balance due bank bearing interest from July 8, 1930 . . . . .	\$ 366.31

EDWIN H. BROWN JR.

December 19, 1930.

Special Auditor.

NISI RATIFICATION OF AUDIT.

Madison Brown, Attorney  
named in mortgage.

VS.

Charles F. Wessell and  
Carrie E. Wessell.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE No. 2828.

ORDERED, This 20th day of December in the year nineteen hundred and thirty 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 16th. day of January 1931; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of January, 1931 in some newspaper printed and published in Queen Anne's County.

Filed Dec. 20th. 1930.

B. HACKETT TURNER

Clerk.

CERTIFIED COPY OF NISI RATIFICATION OF AUDIT  
Filed Jan. 15th, 1931.

NISI RATIFICATION OF AUDIT

Madison Brown, Attorney named in mortgage

vs.

Charles F. Wessell and Carrie E. Wessell.

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

Case No. 2828.

ORDERED, This 20th day of December in the year nineteen hundred and thirty 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 16th day of January, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of January, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk

True Copy,  
Test: B. HACKETT TURNER, Clerk  
Filed December 20th, 1930.

THE CENTREVILLE RECORD

Centreville, Md., Jan. 13, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the case of Madison Brown atty vs. Charles F. Wessell & Carrie E. Wessell #2828 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 9th day of January in the year 1931

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN JR.

FINAL ORDER OF RATIFICATION  
Filed January 22nd, 1931.

Madison Brown, attorney named in mortgage,  
versus  
Charles F. Wessell and Carrie E. Wessell.

Cause No. 2828.

Ordered, this 19th day of January 1931, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this Court that the within and foregoing report and account of Edwin H. Brown jr, 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 the said report and account, and Madison Brown, the party making the sale of this cause, is hereby directed to apply the proceeds of sale in accordance with said report and account, with a due proportion of interest received and to be received on credit sales to the commissions of the party making the sales and to the mortgage claim.

LEWIN W. WICKES

Filed January 22nd, 1931.







Cause No. 2829.

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

KNOW ALL MEN BY THESE PRESENTS, that I, G. Elbert Marshall, of Talbot County, State of Maryland, as principal, and the American Bond Company of Baltimore, a body corporate, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine thousand dollars (\$9,000.00) 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, 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 16th. day of June, 1930.

WHEREAS, by deed and assignment of mortgage, dated the 4th. day of June, 1930, and recorded in Liber B. H. T. No. 11, folio 220, from Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, Lunatic, G. Elbert Marshall became the assignee of mortgage from James Edward Butler and Elenor C. Butler, his wife to Sallie B. Jump, dated January 13th. 1930, and recorded in Liber J. F. R. No. 4, folio 45, one of the land record books for Queen Anne's County, in which said mortgage a certain farm or tract of land therein described was conveyed to secure a debt of eight thousand dollars (\$8,000.00) and interest, as recited in said mortgage; and

WHEREAS, default having occurred in the covenants and conditions in said mortgage, the said G. Elbert Marshall is now undertaking to sell the farm or tract of land as described and conveyed under said mortgage;

NOW THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that if the above bounden, G. Elbert Marshall, does and shall well and truly perform the trust reposed in him by said mortgage and by deed and assignment of mortgage, dated the fourth day of June, 1930, aforesaid, and executed in pursuance of an order of the Circuit Court for Talbot County, in Equity, passed June 2, 1930, in the Matter of the Estate of Sallie B. Jump, No. 1782 Chancery, 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.

WITNESS the hand and seal of G. Elbert Marshall principal and the hand of William Mason Shehan, attorney in fact for the American Bonding Company, a body corporate, surety, and the corporate seal thereof, duly affixed hereto.

Test: Edna V. Killen	G. Elbert Marshall	(SEAL)
Test: Wm. Mason Shehan	Wm. Mason Shehan	(SEAL)
	Attorney-in-fact	
	for the	
	American Bonding Company of	
	Baltimore.	
	Seal's	
	Place.	

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

Security approved and Bond filed June 26th. 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. 84, 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 this 26th. day of June, in the year 1930.

B. HACKETT TURNER

Seal's  
Place.

Clerk.

CERTIFIED COPY OF MORTGAGE  
Filed June 26th, 1930.

.....  
 #7532. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fourteenth 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 James Edward Butler and Elenor C. Butler his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Sallie B. Jump, of the same place, party of the second part.

WHEREAS, the said parties of the first part are jointly and severally indebted unto the said party of the second part in the full sum of eight thousand dollars, cash loaned to the former by the latter, to be repaid unto the party of the second part at the expiration of three years from the first day of January, in the year nineteen hundred and twenty, with interest from the date last mentioned payable in the mean while semi annually, at the rate of six per cent per annum, and, whereas it was a condition precedent to said loan that this mortgage should be given to secure the sum so loaned and the interest to accrue and to be paid as above set forth.

NOW THEREFORE THIS MORTGAGE WITNESSETH that in consideration of the premises and the sum of one dollar, the said James Edward Butler and Elenor C. Butler, his wife, do hereby grant and convey unto the said Sallie B. Jump, her heirs and assigns forever, all that part of the farm or tract of land called or known as "The Minnie Frazier Farm", situate, lying and being in the Third Election District, of Queen Anne's County, State of Maryland, on the south side of the public road leading from Centreville to Ruthsburg, adjoining the land formerly of Addie M. Perry and now of John W. Perry and her other children on the west, which lies on the west side of a line drawn from a point in the middle of said road opposite the end of the fence on said farm extending from said road across said farm and dividing the woodland of said farm from the areable or cultivated land or said farm, and running from said point of beginning by and with the line of said fence across said farm to intersect the southern boundary of said farm at or opposite the southern end of said fence, containing 174 acres more or less; (Note; a cultivated lot of land of about ten acres on the east side of said fence and lying between said road and woods on the east side of said fence is not intended to pass under this mortgage) being that part of the land granted unto the parties of the first part by Minnie T. Frazier and others, by deed dated on the first day of January, in the year nineteen hundred and twenty, and intended to be filed for record among the land record books of said county so that the same may be recorded immediately to precede the record of this mortgage, which is given to secure a part of the purchase money paid by the parties of the first part to the said Minnie T. Frazier for said land conveyed by said deed.

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

And the said parties of the first part, for themselves, their heirs and assigns, jointly and severally covenant that they will execute such further assurances of the land hereby granted and conveyed as may be requisite. It is hereby agreed and understood that that the parties of the first part shall have the right and privilege to pay at time hereinbefore named for the payment of interest the sum of five hundred dollars or the sum of one thousand dollars on account of the principal mortgage debt, the interest to cease on any amount so paid on principal on date of payment.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. PROVIDED, that if the said parties of the first part, or their assigns, or his or her heirs, executors, administrators or assigns shall well and truly pay to the said Sallie B. Jump, her executors, administrators or assigns the aforesaid sum of eight thousand dollars, when and as the same may become due and payable as above set forth and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said parties of the first part their heirs and assigns shall possess said property.

AND the said parties of the first part for themselves, their heirs and assigns, jointly and severally 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 Sallie B. Jump, her executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of 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 Sallie B. Jump, her executors, administrators or assigns, or Madison Brown, atty-at-law, her or their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen

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Anne's County, State of Maryland and such other notice as party selling may deem expedient for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to the said parties of the first part or whoever may be entitled to same. AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Sallie B. Jump, her executors, administrators or assigns, or Madison Brown, atty-at-law, her their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, Expenses and commissions the said parties of the first part for themselves and their heirs, executors, administrators and assigns, hereby covenant jointly and severally to pay.

In testimony whereof the parties of the first part do hereunto set their hands and affix their seals the day and year above written.

James Edward Butler (SEAL)

Test: J. McK. Tilghman.

Elenor C. Butler (SEAL)

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

I hereby certify that on this 13th. 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 Anne's County, personally appeared James Edward Butler and Elenor C. Butler, his wife, and did each acknowledge the foregoing mortgage to be their respective act; and at the same time also appeared Madison Brown, the agent of the said Sallie C. Jump, the agent of the said Sallie C. Jump, the within named mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth and that he is the agent of the said Sallie C. Jump with authority from her to make the above affidavit as to the consideration of said mortgage.

J. McK. Tilghman.

Justice of the Peace.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 4, folio 45, etc., a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County the second day of June in the year nineteen hundred and thirty.

B. Hackett Turner

Seal's Place.

Clerk.

CERTIFIED COPY OF DEED AND ASSIGNMENT OF MORTGAGE  
Filed June 26th, 1930.

.....  
#14,297. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fourth day of June, in the year nineteen hundred and thirty, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED and ASSIGNMENT OF MORTGAGE, made this fourth day of June in the year nineteen hundred and thirty by Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, Lunatic, of Talbot County and State of Maryland

WHEREAS on the 13th day of January, A. D. 1920, James Edward Butler and Elenor C. Butler, his wife, executed in favor of Sallie B. Jump, a mortgage in the principal sum of Eight Thousand (\$8,000.00), to be repaid January,

1923, with interest from date, payable semi-annually, and by said mortgage there was conveyed unto said Sallie B. Jump, as security for said mortgage debt; which said mortgage debt is part of the purchase money for the hereinafter described land, all that part of the farm or tract of land called or known as "The Minnie Frazier Farm" situate lying and being in the Third Election District of Queen Anne's County, Maryland, on the south side of the public road leading from Centreville to Ruthsburg, and as more particularly described in said mortgage which is recorded among the Land Records for Queen Anne's County in Liber J. F. R. No. 4 Folio 45 &c; and

WHEREAS said Elizabeth J. Eley was duly appointed Committee and Trustee of said Sallie B. Jump, by order of the Circuit Court for Talbot County, in Equity, passed on the third day of May A. D. 1930, and has qualified by filing with the Clerk of said Court, her bond which has been duly approved; and

WHEREAS, said mortgage debt being over due and said mortgage being in default, by the nonpayment of principal, interest and taxes, by Order of said Circuit Court for Talbot County, in Equity, passed on the 2nd day of June A. D. 1930, said Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, was authorized and empowered to transfer and assign by a good and sufficient conveyance, unto G. Elbert Marshall the afore mentioned mortgage and mortgage debt, for the purpose of foreclosure under the power of sale contained in said mortgage.

NOW THEREFORE, by authority of the aforementioned Orders of the Circuit Court for Talbot County, in Equity, and in consideration of the premises and of the sum of One Dollar (\$1.00) the said Elizabeth J. Eley, Committee and Trustee of said Sallie B. Jump, Lunatic, does hereby transfer, assign and convey unto G. Elbert Marshall all the right, title, interest and estate of the said Sallie B. Jump and her Estate in and to the mortgage, mortgage debt and mortgaged property, above mentioned and described, for foreclosure under the power of sale contained in said mortgage.

As witness the hand and seal of said Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, Lunatic.

ELIZABETH J. ELEY (SEAL)  
Committee and Trustee of  
Sallie B. Jump, Lunatic.

TEST:

W. D. BISHOP

STATE OF MARYLAND, COUNTY, TO WIT:

I hereby certify that on this 4 day of June, A. D. 1930, before me, a Notary Public, of the State of Maryland in and for Talbot County, personally appeared Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, Lunatic, and acknowledged the foregoing Deed and assignment of mortgage to be her act.

Witness my hand and Notarial Seal.

W. D. Bishop  
Notary Public.

Notary  
Public  
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 B. H. T. No. 11, folios 220 etc., a Land Record of 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 seventh day of June in the year nineteen hundred and thirty.

B. HACKETT TURNER

Seal's  
Place.

Clerk.

STATE OF MARYLAND  
OF MORTGAGE ACCOUNT  
Filed June 26th, 1930.

June 5, 1930

James Edward Butler, and  
Elenor C. Butler, his wife

To G. ELBERT MARSHALL  
ASSIGNEE OF MORTGAGE Dr.

To Principal Amount of Mortgage dated January 13, 1920, and recorded in Queen Anne's County Land Record Liber J. F. R. No. 4, folio 45, &c., which conveyed from said James Edward Butler and Elenor C. Butler, his wife, unto Sallie B. Jump, a farm as in said mortgage described, situated in Third Election District of Queen Anne's County, Maryland, to secure said mortgage debt, and the said mortgage and mortgage debt having been assigned unto G. Elbert Marshall by Deed of Assignment dated June 4, 1930, and recorded in said Queen Anne's County Land Records in Liber B. H. T. No. 11, folio 220, &c., interest being paid thereon to July 1, 1924. \$8,000.00

Interest due and payable on said principal sum of \$8000.00, with credits thereon as follows, viz:

Interest due on Jan. 1, 1925	\$240.00	
" " " July 1, 1925	<u>240.00</u>	
	480.00	
Credit by Payment on Dec. 30, 1925	<u>300.00</u>	
Balance of Interest Unpaid	180.00	
Interest due on Jan. 1, 1926	240.00	
" " " July 1, 1926	<u>240.00</u>	
	660.00	
Credit by Payment on Aug. 14, 1926	<u>350.00</u>	
Balance of Interest Unpaid	310.00	
Interest due on Jan. 1, 1927	240.00	
" " " July 1, 1927	<u>240.00</u>	
	790.00	
Credit by Payment on Aug. 11, 1927	<u>400.00</u>	
Balance of Interest Unpaid	390.00	
Interest due on Jan. 1, 1928	240.00	
" " " July 1, 1928	<u>240.00</u>	
	870.00	
Credit by Payment on Aug. 5, 1928	<u>300.00</u>	
Balance of interest Unpaid	570.00	
Interest due on Jan. 1, 1929	240.00	
" " " July 1, 1929	240.00	
" " " Jan. 1, 1930	240.00	
" to June 28, 1930.	<u>237.33</u>	
		<u>957.33</u>
		\$8,957.33

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of June, A. D. 1930, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Elizabeth J. Eley, and made oath in due form of law that she is the Committee and Trustee of Sallie B. Jump, and that she, as said Committee and Trustee, assigned unto G. Elbert Marshall a mortgage of James Edward Butler and Elenor C. Butler, his wife, unto said Sallie B. Jump, bearing date of January 13, 1920, and recorded among the Land Record Books for Queen Anne's County in Liber J. F. R. No. 4, folio 45, &c., and that to the best of her knowledge and belief the principal amount of Eight Thousand Dollars, (\$8,000.00), and balance of interest to June 28, 1930, in the amount of Nine Hundred Fifty Seven and 33/100 Dollars, (\$957.33), is justly due and owing, as charged in the annexed account, and that neither the said Sallie B. Jump, nor said Committee and Trustee, hath received, nor hath any other person received any part of said mortgage debt, or any security or satisfaction for the same, except as is credited.

As witness my hand and Notarial Seal.

W. D. BISHOP  
Notary Public.

Notary  
Public  
Seal.



STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of June, A. D. 1930, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared G. Elbert Marshall, Assignee of Mortgage, of James Edward Butler and Elenor C. Butler, his wife, unto Sallie B. Jump, dated January 13, 1920, and recorded among the Land Record Books for Queen Anne's County in Liber J. F. R. No. 4, folio 45, &c., and made oath in due form of law that according to the best of his knowledge and belief there is due to him and owing on said mortgage and mortgage debt, and interest thereon, the sum of Eight Thousand Nine Hundred Fifty Seven and 33/100 Dollars, (\$8,957.33), as charged in the annexed account, and that he has not received any part of the sum for which the same was given, nor hath anyone received any security or satisfaction for the same except as credited, and the foregoing amount, as specified in the annexed account, is justly due and owing.

As witness my hand and Notarial Seal.

W. D. BISHOP  
Notary Public.

Notary  
Public  
Seal.

REPORT OF SALE  
Filed July 15th, 1930.

G. ELBERT MARSHALL	::	IN THE CIRCUIT COURT FOR
	::	
ASSIGNEE OF MORTGAGE	::	QUEEN ANNE'S COUNTY
	::	
VS	::	IN EQUITY.
	::	
JAMES EDWARD BUTLER AND	::	
ELENOR C. BUTLER, his wife	::	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of G. Elbert Marshall, Assignee of Mortgage, respectfully shows unto your Honors:

1. That under and by virtue of power and authority contained in mortgage from James Edward Butler and Elenor C. Butler, his wife, unto Sallie B. Jump, bearing date of January 13, 1920, and recorded in Queen Anne's County Land Record Liber J. F. R. No. 4, folio 45, &c., which said mortgage was duly conveyed and assigned by Elizabeth J. Eley, Committee and Trustee of said Sallie B. Jump, unto the said G. Elbert Marshall, by Deed and Assignment of Mortgage dated June 4, 1930, and executed in pursuance of an order of the Circuit Court for Talbot County, in Equity, passed June 2, 1930, and executed in pursuance of an order of the Circuit Court for Talbot County, in Equity, passed June 2, 1930, in the matter of the estate of Sallie B. Jump, No. 1782 Chancery, which said Deed and Assignment of Mortgage is duly of record among said Land Record Books of Queen Anne's County, and default having occurred under the covenants and conditions of the said mortgage, the said G. Elbert Marshall, Assignee of said Mortgage, after giving bond with security for the faithful discharge of the trust, and having given twenty-one days notice of the time, place, manner and terms of sale, by advertisement in The Centreville Record and in The Centreville Observer, newspapers printed and published in Queen Anne's County, as will appear by the certificates of publication of said advertisements filed herewith as part hereof, he did, pursuant, to said notice, attend the place of sale on the 28th day of June, in the year 1930, between the hours of 2 and 3 o'clock p. m., and then and there proceed to sell the property mentioned in said mortgage and in said advertisements, the same being described as follows:

All that part of the farm or tract of land known as "The Minnie Frazier Farm" situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the south side of the public road leading from Centreville to Ruthsburg, adjoining the land formerly of Addie M. Perry and now of John W. Perry and her other children on the west, which lies on the west side of a line drawn from a point in the middle of said road opposite the end of the fence on said farm extending from said road across said farm and dividing the woodland of said farm from the arable or cultivated land of said farm, and running from said point of beginning, by and with the line of said fence across said farm to intersect the southern boundary of said farm at or opposite the southern end of said fence, containing 174 acres, more or less, (Note: A cultivated lot of land about ten acres, on the east side of said fence and lying between said road and woods on the east side of said fence is not intended to pass under this mortgage) being the above described part of the land granted unto said mortgagors by Minnie T. Frazier and others, by deed dated January 1st, A. D. 1920, and recorded among the Land Record Books of Queen Anne's County, in Liber J. F. R. No. 4, folio 43, &c., to which said Deed and Record reference is hereby made for description of said original tract; together with the landlord's share of crops pitched, planted or growing on said farm at time of said sale.

And sold the same to Charles S. Quimby, he being then and there the highest bidder therefor, at the sum of Six Thousand Dollars, (\$6,000.00), and



12863

said purchaser has complied with the terms of sale.

G. ELBERT MARSHALL  
Assignee of Mortgage.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I hereby certify, that on this 14 day of July, A. D. 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared G. Elbert Marshall, Assignee of Mortgage named in the foregoing Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale was fairly made.

As witness my hand and Notarial Seal.

EDNA N. KILLEN  
Notary Public.

Notary  
Public  
Seal.

Filed July 15th, 1930.

N I S I

G. Elbert Marshall,  
Assignee of Mortgage

VS.

James Edward Butler and  
Elenor C. Butler, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY No. 2829.

ORDERED, This 15th. day of July, A. D., 1930, that the sale of the real estate made and reported in this cause by G. Elbert Marshall, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of August next.

The Report states the amount of sales to be \$6,000.

B. HACKETT TURNER Clerk.

Filed July 15th. 1930.

CERTIFIED COPY OF ADVERTISEMENT OF SALE  
Filed July 15th, 1930.

PUBLIC SALE OF VALUABLE  
REAL ESTATE  
in  
Third Election District  
of  
Queen Anne's County, Md.

Under and by virtue of power and authority contained in a mortgage from James Edward Butler and Eleanor C. Butler, his wife, unto Sallie B. Jump bearing date of January 13th, 1920, and recorded in Queen Anne's County Land Record Liber J. F. R. No. 4, folio 45, &c. which said mortgage was duly conveyed and assigned by Elizabeth J. Eley Committee and Trustee of said Sallie B. Jump, unto the undersigned G. Elbert Marshall, by Deed and Assignment of Mortgage dated the fourth day of June, 1930, and executed in pursuance of an Order of the Circuit Court for Talbot County, In Equity, passed June 2, 1930, In the Matter of the Estate of Sallie B. Jump No. 1782 Chancery which said Deed and Assignment have been filed for record among said Land Records of Queen Anne's County, and default having occurred under the covenants and conditions of the said Mortgage, the undersigned G. Elbert Marshall, Assignee of said Mortgage 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 SATURDAY, JUNE 28, '30 between the hours of two and three o'clock P. M.

All that part of the farm or tract of land known as "The Minnie Frazier Farm" situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the south side of the public road leading from Centreville to Ruthsburg, adjoining the land formerly of Addie M. Perry and now of John W. Perry and

her other children on the west, which lies on the west side of a line drawn from a point in the middle of said road opposite the end of the fence on said farm extending from said road across said farm and dividing the woodland of said farm from the arable or cultivated land of said farm, and running from said point of beginning, by and with the line of said fence across said farm to intersect the southern boundary of said farm at or opposite the southern end of said fence, containing 174 ACRES more or less, (Note: A cultivated lot of land of about ten acres, on the east side of said fence and lying between said road and woods on the east side of said fence is not intended to pass under this mortgage) being the above described part of the land granted unto said mortgagors by Minnie T. Frazier and others, by deed dated January 1st, A. D. 1920, and recorded among the Land Record Books of Queen Anne's County, in Liber J. F. R. No. 4, folio 43, &c, to which said Deed and Record reference is hereby made for description of said original tract

Improvements consist of DWELLING HOUSE Barn, Stables, and other outbuildings.

NOTE: LANDLORD'S SHARE OF CROPS PITCHED, PLANTED OR GROWING ON SAID FARM AT TIME OF SALE WILL PASS TO PURCHASER.

Terms of Sale:-

One third of the purchase money to be paid in cash at time of Sale, one third in six months, and balance in twelve months from day of sale, or all cash, at option of purchaser; deferred payments to bear interest from day of Sale and be secured by purchaser's promissory note with sureties to meet approval of the undersigned Assignee.

B. ELBERT MARSHALL

Assignee of Mortgage.

J. ELMER ANTHONY  
Auctioneer.

THE CENTREVILLE RECORD

Centreville, Md. June 28, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Public Sale in the case of G. Elbert Marshall, Assignee of Mortgage vs. James Edward Butler and Eleanor C. Butler, 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, the 1st insertion being June 5th before the 28th day of June in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

BY L. Hopkins.

CERTIFIED COPY OF ADVERTISEMENT OF SALE  
Filed July 1st, 1930.

PUBLIC SALE OF VALUABLE  
REAL ESTATE  
in  
Third Election District  
of  
Queen Anne's County, Md.

Under and by virtue of power and authority contained in a mortgage from James Edward Butler and Eleanor C. Butler, his wife, unto Sallie B. Jump, bearing date of January 13, 1920, and recorded in Queen Anne's County Land Record Liber J. F. R. No. 4, folio 45, etc., which said mortgage was duly conveyed and assigned by Elizabeth J. Eley, Committee and Trustee of said Sallie B. Jump, unto the undersigned G. Elbert Marshall, by Deed and Assignment of Mortgage dated the fourth day of June, 1930, and executed in pursuance of an Order of the Circuit Court for Talbot County, in Equity, passed June 2, 1930, in the matter of the Estate of Sallie B. Jump, No. 1782 Chancery, which said Deed and Assignment has been filed for record among said Land Records of Queen Annes County, and default having occurred under the covenants and conditions of the said mortgage, the undersigned G. Elbert Marshall, Assignee of said Mortgage, 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 SATURDAY, JUNE 28, 1930 between the hours of two and three o'clock P. M.

All that part of the farm or tract of land called or known as "The Minnie Frazier Farm" situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the south side of the public road leading from Centreville to Ruthsburg adjoining the land formerly of Addie M. Perry and now of John W. Perry and her other children on the west, which lies on the west side of a line

drawn from a point in the middle of said road opposite the end of the fence on said farm extending from said road across said farm and dividing the woodland of said farm from the arable or cultivated land of point of beginning, by and with the line of said fence across said farm to intersect the southern boundary of said farm at or opposite the southern end of said fence, containing 174 ACRES MORE OR LESS, (Note: a cultivated lot of land of about ten acres, on the east side of said fence and lying between said road and woods on the east side of said fence is not intended to pass under this mortgage) being the above described part of the land granted unto said mortgagors by Minnie T. Frazier and others, by deed dated January 1st, A. D., 1920, and recorded among the Land Record Books of Queen Anne's County in Liber J. F. R. No. 4 folio 43 sc., to which said Deed and Record reference is hereby made for description of said original tract.

Improvements consist of DWELLING HOUSE, BARN, STABLES and other OUTBUILDINGS.

Note: Landlord's Share of Crops Pitched, Planted or Growing on Said Farm at Time of Sale will pass to Purchaser.

TERMS OF SALE, One third of the purchase money to be paid in cash at time of Sale, one third in six months, and the balance in twelve months from day of Sale; or all cash, at option of purchaser; deferred payments to bear interest from day of sale and be secured by purchaser's promissory note with sureties to meet approval of the undersigned Assignee.

G. ELBERT MARSHALL

Assignee of Mortgage.  
J. ELMER ANTHONY, Auct.

THE CENTREVILLE OBSERVER

Centreville, Md., June 5 1930

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgage sale in the case of James Edward Butler and Elenor C. Butler, his wife unto Sallie B. Jump 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 28th day of June in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

CERTIFIED COPY OF ORDER NISI  
Filed Oct. 16th, 1930.

NISI

G. Elbert Marshall,  
Assignee of Mortgage

VS.

James Edward Butler and  
Eleanor C. Butler, his wife

In the Circuit Court

for Queen Anne's County

In Equity

Chancery No. 2829.

ORDERED, this 15th. day of July, A. D., 1930, that the sale of the real estate made and reported in this cause by G. Elbert Marshall, Assignee of Mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th 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 18th day of August, next.

The Report states the amount of sales to be \$6,000.

B. HACKETT TURNER, Clerk

True Copy  
Test: B. HACKETT TURNER, Clerk  
Filed July 15th, 1930.

## THE CENTREVILLE RECORD

Centreville, Md., Oct. 16, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of G. Elbert Marshall, Assignee of Mtg. vs. Jas. Edward Butler and Eleanor C. Butler, his wife, #2829, 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 18th day of August in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins

Filed Oct. 16th. 1930.

FINAL ORDER OF COURT  
Filed Oct. 22nd, 1930.

G. ELBERT MARSHALL  
ASSIGNEE OF MORTGAGE  
VS  
JAMES EDWARD BUTLER AND  
ELENOR C. BUTLER, his wife.

: : : : : : : :

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

ORDERED BY THE Circuit Court for Queen Annes County in Equity, This 18th day of October 1930, that the sale made and reported by the Assignee aforesaid be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the said assignee as allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

Filed Oct. 22nd, 1930.

W. H. ADKINS.

REPORT AND ACCOUNT OF THE AUDITOR.  
Filed Dec. 10th, 1930.

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

G. Elbert Marshall, assignee of mortgage,  
vs.  
James Edward Butler and Eleanor C. Butler,  
his wife, mortgagors.

: : : : : : :

Cause No. 2829.

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 same were had for the collection of a mortgage given by the defendants by foreclosure of the mortgage and sale of the mortgaged property and that the proceeds of the sale are not sufficient to pay the mortgage debt in full.

That this auditor has stated the within account by first charging G. Elbert Marshall, the plaintiff, the party making the sale of mortgaged real estate as assignee of said mortgage, with the gross amount of the sale made and reported by him and then by allowing him thereout his commissions for making the sale per terms of the mortgage, the court costs of the cause, the costs of advertising notices of sale and the several orders nisi of the cause, the costs of his bond, the charge of the auctioneer for crying the sale, taxes on the mortgaged property in arrears and unpaid at the time of the sale, the fee of the auditor and he is then awarded the balance of the sale remaining after these allowances in part payment of the mortgage claim due on the day of the sale.

1036812

There is appended to the account a statement of the account between the mortgagors and the assignee showing the balance due by the mortgagors by this mortgage as of the day of sale and after application to the mortgage debt of the surplus mortgage sales distributed to the assignee as above set forth.

Which is respectfully submitted.,

December 3, 1930.

MADISON BROWN, auditor

Cause No. 2829.

The proceeds of the sale of the mortgaged real estate of James Edward Butler and Eleanor C. Butler, his wife, mortgagors, in account with G. Elbert Marshall, assignee of mortgage, party making the sale of said mortgaged real estate.

1930, June 28		CR.	
	By amount of the gross sale of the mortgaged property per report of sale filed July 15, 1930, to wit: sum of . . . .		\$6,000.00
		DR.	
	To G. Elbert Marshall, party making sale as assignee of mortgage mentioned in this cause, for his commissions for making sale per terms of mortgage, to wit: the sum of . . . . .		\$ 285.00
	To do., for the court costs of this cause per Clerk's statement as follows: Costs of B. H. Turner, clerk, . . . . . \$18.75 Appearance fee of G. Elbert Marshall . . . . . 10.00		28.75
	To do., for the costs of advertising notice of sale in Centreville Observer per receipted account exhibited: .		58.50
	To do., for the costs of advertising notice of sale in Centreville Record per receipted account exhibited: . .		58.50
	To do., for costs of advertising order nisi on sale in Centreville Record per receipted account exhibited: . .		5.00
	To do., for the cost of his bond filed paid corporate surety thereon per receipted account for same exhibited, to wit: the sum of . . . . .		27.00
	To do., for the amount paid J. E. Anthony, auctioneer, for crying sale per account for same exhibited with receipt thereon, to wit: the sum of . . . . .		25.00
	To do., for the amount paid for the costs of a certified copy of the deed of assignment of the mortgage mentioned in this cause and filed in the proceedings of the cause as part of said proceedings per receipt of the Clerk of the Court filed herewith appears and for the costs of the affidavit of the vendor to the report of sale filed in this cause of 35 cents, a total of . . . .		.210
	To do., for the costs of advertising the order nisi to be passed as to this report and account, to wit: the sum of . . . . .		3.00
	Amounts carried forward . . . . .		\$492.85      \$6,000.00

Cause No. 2829.

	DR.		DR.	CR.
Amounts brought forward . . . . .			\$492.85	\$6,000.00
To G. Elbert Marshall, party making this sale, for the amount of state and county taxes for year 1929 on the land sold by him paid by him to F. Clayton Stephens, treasurer of Queen Anne's County as per statement of taxes with a receipt thereon exhibited, to wit: sum of . . . . .			148.57	
To _____, auditor, for stating this account, the sum of . . . . .			9.00	

To G. Elbert Marshall, assignee of mortgage, in part payment of the amount of the mortgage claim on the day of the sale of this cause (see statement of mortgage debt filed) this balance, to wit: the sum of . . . . . 5,349.58

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\$6,000.00    \$6,000.00

STATEMENT OF MORTGAGE DEBT.

James Edward Butler and Eleanor C. Butler, his wife, mortgagors, to G. Elbert Marshall, assignee, of mortgage described in this cause, DR.

1930  
June

28 To amount due this date, the day of the sale of this cause, by said mortgage, per statement filed in this cause, to wit: sum of \$8,957.33

CR. by net mortgage sale distributed above to said assignee, 5,349.58

DR. to balance due with interest thereon from June 28, 1930 . . \$3,607.75

MADISON BROWN

December 3, 1930.

Auditor.

NISI RATIFICATION OF AUDIT

G. Elbert Marshall  
Assignee of mortgage.

VS.

James Edward Butler and  
Eleanor C. Butler, his wife.  
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE NO. 2829.

ORDERED, This 10th day of December, 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 second day of January 1931; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of December, 1930. in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER    Clerk

Filed Dec. 10th. 1930.

CERTIFIED COPY OF NISI RATIFICATION OF AUDIT  
Filed Jan. 9th, 1931.

NISI RATIFICATION OF AUDIT

G. Elbert Marshall, Assignee  
of Mortgage,  
VS.

James Edward Butler and Eleanor C.  
Butler, his wife, Mortgagors.

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

ORDERED, This 10th day of December, 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 second day of January 1931; provided a copy of this order be published once a week in each of two successive weeks before the 26th 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 Dec. 10th, 1930.

## THE CENTREVILLE RECORD

Centreville, Md., Dec. 30, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of G. Elbert Marshall, Assignee of Mortgage vs. James Edward Butler and Eleanor C. Butler, his wife, mtgors, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 26th day of December in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

BY L. Hopkins.

Filed Jany. 9th, 1931.

CERTIFICATE OF PAYMENT OF COSTS.  
Filed Jan. 9th, 1931.

## CLERK'S CERTIFICATE.

G. Elbert Marshall,  
Assignee of Mortgage

Vs.

James Edward Butler and  
Eleanor C. Butler, his wife,  
Mortgagors.

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

No. 2829 Chy,

I hereby certify, that no objections to the artification 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 10th day of December, 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 seal of the Circuit Court for Queen Anne's County affixed, this 9th. day of January, 1931.

Seal's  
Place.

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

FINAL ORDER OF RATIFICATION  
Filed Jany. 12th, 1931.

Ordered this 10th day of January 1931 by the Circuit Court for Queen Annes County, in Equity, that the foregoing report and account of the auditor be, and the same is hereby finally ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi; and the assignee is directed to pay accordingly, with a due proportion of interest as the same has been or may be received.

Filed Jany. 12th, 1931.

W. H. ADKINS





Cause No. 2834.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh day of August, in the year nineteen hundred and thirty, the following Order to Docket Suit was brought to be recorded, to wit:-

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

WILLIAM R. SCHUYLER and  
JULIA A. SCHUYLER, 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 William R. Schuyler and Julia A. Schuyler, his wife, to Richard T. Earle, dated October 22nd, 1918, and of the assignments of said mortgage by mesne assignments to William R. Horney, said mortgage and assignments being recorded in Liber J. F. R. No. 1, folios 292, etc., a land record book for Queen Anne's County, Maryland.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage 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.,

WM. R. HORNEY  
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE  
Filed Aug. 7th, 1930.

QUEEN ANNES COUNTY, TO WIT:- Be it remembered that on this 22nd day of October in the year nineteen hundred and eighteen, the following MORTGAGE was brought to be recorded, to wit:

THIS MORTGAGE, Made this twenty second day of October in the year nineteen hundred and Eighteen, by William R. Schuyler and Julia A. Schuyler, his wife, Queen Anne's County, in the State of Maryland

WHEREAS, the said William R. Schuyler and Julia A. Schuyler, his wife, are justly indebted unto Richard T. Earle of Queen Anne's County aforesaid in the full sum of Five Thousand Dollars (\$5,000.00) for the balance of the purchase money for the real estate hereinafter described, it being the same real estate conveyed unto the said William R. Schuyler and Julia A. Schuyler, his wife, by the said Richard T. Earle by deed bearing even date herewith and intended to be recorded among the land record books for Queen Anne's County immediately preceding this mortgage:

And whereas the said William R. Schuyler and Julia A. Schuyler have agreed to pay unto the said Richard T. Earle the aforesaid sum of Five Thousand Dollars at the expiration of Three Years from the First of January, Nineteen Hundred and Nineteen, and to pay the interest thereon in the meantime semi-annually at the rate of six per centum from and after January the First, 1919; it being understood and agreed that the aforesaid sum of Five Thousand Dollars should not bear interest from the date of these presents until from January the First, nineteen hundred and nineteen, and that the semi-annual payments should bear date from and after the semi-annual payments should bear date from and after that time, and to more effectually secure the payment and the interest herein described this mortgage is given.

Now therefore this mortgage witnesseth, that for and in consideration of the premises and of the sum of one dollar the said William R. Schuyler and Julia A. Schuyler, his wife, do hereby grant and convey unto Richard T. Earle, his heirs and assigns, in fee simple, the following described real estate, ALL THAT TRACT OF LAND OR FARM, composed of two parts of tracts formerly known as "The Downe's Farm" and a part of the tract called "Margaeetholm", now known as the "Barcus Farm", or by whatsoever other name or names the same may be called or known, situate in the

Sixth Election District of Queen Anne's County, Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted, adjoining the lands of Alge Neighbors, the lands of Isaac Dolby, the lands of Vachel Downes and the said "Simpson Farm" of Charles A. Busted, and the lands of others, containing ONE HUNDRED AND THIRTY ACRES OF LAND, more or less, and being composed of two tracts or parts of tracts, now consolidated into one farm or tract, as follows, to wit:

Parcel No. 1. All that tract or parcel of land known as "The Downe's Farm", or by whatsoever other name or names the same may be known or called, situate in the Sixth Election District of Queen Anne's County, Maryland, located on the right hand side of the public road leading from Ruthsburg to Starr, by way of "The Simpson Farm" adjoining the lands of Isaac Dolby, the lands of Vachel Downes, "The Simpson Farm" of Charles A. Busted, and the land hereinafter described as "Parcel No. 2", and containing Ninety Five Acres of Land, more or less.

Parcel No. 2. All that tract, part of a tract or parcel of land, being a part of a tract of land called "Margaretholm", or by whatsoever other name or names the same may be known or called, situate in the Sixth Election District of Queen Anne's County aforesaid, on both sides of the aforesaid public road leading from Ruthsburg to Starr by way of the "Simpson Farm", adjoining the lands of Alge Neighbors formerly the lands of James McDonald, the lands of the Devises of William McKenney, deceased, and the lands of others, containing fifty five acres of land, more or less, being the same land which was conveyed to Addison W. Ivins by Hopper Nicholson by deed bearing date the 15th. day of December, in the year 1900, and recorded in Liber J. E. G. No. 1, folios 272 & etc. a land record book as aforesaid, excepting therefrom that portion of the land described in said last mentioned deed which was conveyed thereout by said Addison W. Ivins and Savilla H. Ivins, his wife, to Alge Neighbors by deed bearing October 1st., 1907, and recorded in Liber S. S. No. 3, folios 526 & c., a Land Record Book as aforesaid, and excepting therefrom also that small piece or strip of land 36 feet by 150 feet conveyed by Addison W. Ivins and wife to Alge Neighbors.

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 William R. Schuyler and Julia A. Schuyler, his wife, or either of them, their heirs, executors, administrators or assigns, shall well and truly pay to the said Richard T. Earle his successors, executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars together with the interest 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 William R. Schuyler and Julia A. Schuyler, his wife, their heirs and assigns, shall possess said property.

AND the said William R. Schuyler and Julia A. Schuyler, his wife, each for themselves and 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 Richard T. Earle, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, 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 Richard T. Earle, his successors, executors, administrators or assigns, or THOMAS J. KEATING their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to William R. Schuyler and Julia A. Schuyler, his wife, 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

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granted, the said Richard T. Earle, 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 William R. Schuyler and Julia A. Schuyler, his wife, for themselves, and their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the Mortgagors.

Test Robert Coursey. W. R. Schuyler (SEALS) her Julia A. x Schuyler (SEALS) mark

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit;

I hereby certify that on this 22nd day of October, in the year nineteen hundred and eighteen, before me, the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared William R. Schuyler and Julia A. Schuyler, his wife, and did each acknowledge the foregoing mortgage to be their respective act and at the same time personally appeared before me, Richard T. Earle and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fides as therein stated.

Robert Coursey

Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the Fourth day of January in the year, 1919, the following assignment was brought to be recorded, to wit:

For value received, I hereby assign the within and foregoing mortgage to Thomas R. L. Price and Howard E. Price, Trustees under the trust created by the will of William J. Price, deceased, for and in behalf of E. Sterling Price.

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

TEST: J. Frank Harper. Richard T. Earle (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 24th. day of May, in the year 1930, the following Assignment was brought to be recorded, to wit:

For value received, I, Howard E. Price, Trustee under the trust created by the will of William J. Price, deceased, for and in behalf of E. Sterling Price, Chancery Cause No. 2225, and pursuant to the order of the Circuit Court for Queen Anne's County in Equity, passed in said Chancery Cause No. 2225, on the 5th day of May, 1930, ratifying the audit filed in said Chancery Cause No. 2225, on the 3rd day of April, 1930, do hereby transfer and assign the within and foregoing mortgage to Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, infants, with interest from the 1st day of January, 1930, without recourse or guarantee, (the said Thomas R. L. Price having resigned said trust as will appear from his Petition and Account filed in said cause on the 11th day of February, 1919, and the other proceedings relating thereto).

Witness my hand and seal, this 23rd day of May, 1930:

TEST: Wm. R. Horney. HOWARD E. PRICE (SEAL) Trustee under the trust created by the will of William J. Price, deceased, for and in behalf of E. Sterling Price.

Queen Anne's County, to wit: Be it remembered that on the seventh day of August, in the year nineteen hundred and thirty, the following Assignment was brought to be recorded, to wit:

For value received and pursuant to the order of the Orphans' Court of Queen Anne's County passed on the 22nd day of July, 1930, in re the Guardianship Estate of Sterling Foster Price and Virginia Sears Price, Infants, I,

Ruth F. Price, Guardian of said Infants, do hereby transfer and assign the within and  
aforegoing mortgage unto William R. Horney, for the purpose of collection by foreclosure  
or otherwise, with interest from the 1st day of January, 1930;

WITNESS my hand and seal, this 30th day of July, 1930.

Ruth F. Price (SEAL)  
Guardian of Sterling Foster Price  
and Virginia Sears Price, Infants.

TEST:

M. M. Mitchell

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and  
copied from Liber J. F. R. No. 1, folios 292 etc., a Land Record Book for Queen  
Anne's County.

In testimony whereof I hereunto subscribe my name and af-  
fix the seal of the Circuit Court for Queen Anne's County  
this seventh day of August, in the year nineteen hundred  
and thirty.

B. HACKETT TURNER

Clerk.

Seal's  
Place.

CERTIFIED COPY OF BOND  
Filed Sept. 1st, 1930.

Queen Anne's County, to wit: Be it remembered that on the first day of September, in  
the year 1930, 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 thousand dollars (\$5,000.00) current money of the United States of America, to  
be paid to the said State of Maryland, or its certain attorney, to which payment,  
well and truly to be made and done, we bind ourselves and each of us, our, and each  
of our heirs, executors, administrators, successors and assigns, in the whole and for  
the whole, jointly and severally, firmly by these presents, sealed with our seals, and  
dated this first day of September, in the year nineteen hundred and thirty.

WHEREAS, a certain mortgage from William R. Schuyler and  
Julia A. Schuyler, his wife, to Richard T. Earle, bearing date the twenty second day  
of October, nineteen hundred and eighteen, and recorded in Liber J. F. R. No. 1,  
folios 292, etc. a land record book for Queen Anne's County aforesaid, has been by  
mense assignments duly assigned to the said William R. Horney, which said assignments  
are recorded among said land records at the foot of said mortgage:-

AND WHEREAS, the above bounden William R. Horney, the as-  
signee 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

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 obli-  
gation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and  
delivered in the pres-  
ence 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. 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. 94, 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 September, in the year 1930.

Seal's  
Place.

B. HACKETT TURNER

Clerk.

REPORT OF SALE  
Filed Sept. 6th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage.

vs.

WILLIAM R. SCHUYLER and  
JULIA A. SCHUYLER, his wife,  
Mortgagors.

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

Cause No. 2834.

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 William R. Schuyler and Julia A. Schuyler, his wife, to Richard T. Earle, bearing date the 22nd day of October, 1918, and recorded in Liber J. F. R. No. 1, folios 292, 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 could 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 Saturday, the 6th day of September, 1930, at the hour of 1:30 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 composed of two tracts formerly known as "The Downes' Farm" and a part of the tract called "Margeantholm", now (or recently) known as the "Barcus Farm", or by whatsoever other name or names the same may be called or known, situate in the Sixth Election District of Queen Anne's County, Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted adjoining the lands of Alge Neighbors, the lands of Isaac Dolby, the lands of Vachel Downes and the said "Simpson Farm" of Charles A. Busted, and the lands of others, containing one hundred and thirty (130) acres of land, more or less, and sold the same to Sterling Foster Price and Virginia Sears Price, Infants, of Queen Anne's County aforesaid, by and through Ruth F. Price, their legal Guardian, acting on their behalf, at and for the sum of Three Thousand and Eight Hundred Dollars (\$3,800.00), they being then and there the highest bidder therefor at said sum. The said Ruth F. Price having deemed it to be to the interest and advantage of said infants to purchase said farm in order to protect their interest, the next highest bid which was the sum of Three Thousand and Seven Hundred Dollars (\$3,700.00), being in her judgment a totally inadequate price to protect the said infants interest. 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 receive all the landlord's share of all crops then growing on said property, but would be required to pay the fertilizer used in planting said crops; that the purchaser would be required to pay all State and County taxes levied for the year 1930 on said property and thereafter; that the said tract of land or farm would be sold subject to the tenancy of William H. Schuyler, the present tenant thereof, for the remainder of the year 1930 and the year 1931; that the insurance on the buildings would be adjusted as of the day of sale; and that all title papers would be at the expense of the purchaser.

Respectfully submitted,

WM. R. HORNEY  
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this sixth day of September, in the year nineteen hundred and thirty, 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 as therein set forth to the best of his knowledge and belief, and that the sale therein reported was fairly made.

(\$3,800.00)

B. HACKETT TURNER  
Clerk.

Filed Sept. 8th, 1930.

CERTIFIED COPY OF ADVERTISEMENT OF SALE  
Filed September 6th, 1930.

ASSIGNEE'S SALE  
of Valuable  
FARM

Default having occurred in the terms of the mortgage from William R. Schuyler and Julia A. Schuyler, his wife, to Richard T. Earle, dated October 22, 1918, and recorded in Liber J. F. R. No. 1, folios 292, etc., a land record book for Queen Anne's County, Maryland, the undersigned assignee by mesne assignments, 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 SATURDAY, SEPT. 6, 1930 beginning at the hour of 1:30 o'clock, P. M., the following described real estate, to wit:

ALL that tract of land or farm, composed of two parts of tracts formerly known as "The Downes' Farm" and a part of the tract called "Margeantholm", now (or recently) known as the "Barcus Farm", or by whatsoever other name or names the same may be called or known, situate in the Sixth Election District of Queen Anne's County, Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted adjoining the lands of Alge Neighbors, the lands of Isaac Dolby, the lands of Vachel Downes and the said "Simpson Farm" of Charles A. Busted, and the lands of others, containing 130 ACRES OF LAND more or less.

The improvements consist of a two-story frame dwelling, barn, stable, cowshed, implement shed and other small outbuildings in good repair.

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 day of sale and to be secured by note or notes of the purchaser with security to be approved by the undersigned. Further particulars 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., September 6 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assignee of Mortgage, vs. William R. Schuyler and Julia Schuyler, his wife, Mortgagors a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper print-



ed 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 14 day of August, 1930, being more than twenty Days before the 6th day of Sept. 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

"Exhibit A"

Filed 9/6/30.

NISI

William R. Horney,  
Assignee of Mortgage.

VS.

William R. Schuyler and  
Julia A. Schuyler, his wife,  
Mortgagors.

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2834.

ORDERED, This 6th. day of September A. D., 1930, 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 12th 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 13th day of October next.

The Report states the amount of sales to be \$3,800.00.

B. HACKETT TURNER Clerk.

Filed Sept. 5th. 1930.

STATEMENT OF MORTGAGE DEBT  
Filed Oct. 16th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

WILLIAM R. SCHUYLER and  
JULIA A. SCHUYLER, his wife.

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

Cause No. 2834.

STATEMENT OF MORTGAGE DEBT

Statement of principal mortgage debt and interest owing as of the day of sale under the mortgage from William R. Schuyler and Julia A. Schuyler, his wife, to Richard T. Earle, bearing date the 22nd day of October, 1918, and recorded in Liber J. F. R. No. 1, folios 292, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned by mesne assignments to the said William R. Horney, which said assignments are duly recorded at the foot of said mortgage:

Amount of principal mortgage debt as evidenced by the original mortgage attached hereto, to wit: -----\$5,000.00

Amount of interest on same from the 1st day of January, 1930, (the date to which the interest was last paid), to the 6th day of September, 1930, (the date of the sale of the real estate made and reported in this cause), ----- 204.17

Total amount of principal mortgage debt and interest owing as of the said 6th day of September, 1930, -----\$5,204.17

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

I HEREBY CERTIFY that on this 16th day of October, in the year nineteen hundred and thirty, 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 Oct. 16th, 1930.

THIS MORTGAGE, Made this twenty second day of October in the year nineteen hundred and Eighteen, by William R. Schuyler and Julia A. Schuyler, his wife, of Queen Anne's County, in the State of Maryland

WHEREAS, the said William R. Schuyler and Julia A. Schuyler, his wife, are justly indebted unto Richard T. Earle of Queen Anne's County aforesaid in the full sum of Five Thousand Dollars (\$5,000.00) for the balance of the purchase money for the real estate hereinafter described, it being the same real estate conveyed unto the said William R. Schuyler and Julia A. Schuyler, his wife, by the said Richard T. Earle by deed bearing even date herewith and intended to be recorded among the land record books for Queen Anne's County immediately preceding this mortgage;

And whereas the said William R. Schuyler and Julia A. Schuyler have agreed to pay unto the said Richard T. Earle the aforesaid sum of Five Thousand Dollars at the expiration of Three Years from the First of January, Nineteen Hundred and Nineteen, and to pay the interest thereon in the meantime semi-annually at the rate of six per centum from and after January the First, 1919, it being understood and agreed that the aforesaid sum of Five Thousand Dollars should not bear interest from the date of these presents until from January the First, nineteen hundred and nineteen, and that the semi-annual payments should bear date from and after that time, and to more effectually secure the payment and the interest herein described this mortgage is given.

Now therefore this mortgage witnesseth, that for and in consideration of the premises and of the sum of one dollar, the said William R. Schuyler and Julia A. Schuyler, his wife, do hereby grant and convey unto Richard T. Earle, his heirs and assigns, in fee simple, the following described real estate, ALL THAT TRACT OF LAND OR FARM, composed of two parts of tracts formerly known as "The Downe's Farm" and a part of the tract called "Margaeetholm", now known as the "Barcus Farm", or by whatsoever other name or names the same may be called or known, situate in the Sixth Election District of Queen Anne's County, Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted, adjoining the lands of Alge Neighbors, the lands of Isaac Dolby, the lands of Vachel Downs and the said "Simpson Farm" of Charles A. Busted, and the lands of others, containing ONE HUNDRED AND THIRTY ACRES OF LAND, more or less, and being composed of two tracts or parts of tracts, now consolidated into one farm or tract, as follows, to wit:

Parcel No. 1. All that tract or parcel of land known as "The Downe's Farm", or by whatsoever other name or names the same may be known or called, situate in the Sixth Election District of Queen Anne's County, Maryland, located on the right hand side of the public road leading from Ruthsburg to Starr, by way of "The Simpson Farm" adjoining the lands of Isaac Dolby, the lands of Vachel Downes, "The Simpson Farm" of Charles A. Busted, and the land hereinafter described as "Parcel No. 2", and containing Ninety Five Acres of Land, more or less.

Parcel No. 2. All that tract, part of a tract or parcel of land, being a part of a tract of land called "Margaretholm", or by whatsoever other name or names the same may be known or called, situate in the Sixth Election District of Queen Anne's County aforesaid, on both sides of the aforesaid public road leading from Ruthsburg to Starr by way of the "Simpson Farm", adjoining the lands of Alge Neighbors formerly the lands of James McDonald, the lands of the Devisees of William McKenney, deceased, and the lands of others, containing fifty five acres of land, more or less, being the same land which was conveyed to Addison W. Ivins by Hopper Nicholson by deed bearing date the 15th. day of December, in the year 1900, and recorded in Liber J. E. G. No. 1, folios 272 & etc.. a land record book as aforesaid, excepting therefrom that portion of the land described in said last mentioned deed which was conveyed thereout by said Addison W. Ivins and Savilla H. Ivins, his wife, to Alge Neighbors by deed bearing October 1st., 1907, and recorded in Liber S. S. No. 3, folios 526 & c.. a Land Record Book as aforesaid, and excepting therefrom also that small piece or strip of land 36 feet by 150 feet conveyed by Addison W. Ivins and wife to Alge Neighbors.

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 William R. Schuyler and Julia A. Schuyler, his wife, or either of them, their heirs, executors, administrators or assigns, shall well and truly pay to the said Richard T. Earle His successors, executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars together with the interest, 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 William R. Schuyler and Julia A. Schuyler, his wife, their heirs and assigns shall possess said property.

AND the said William R. Schuyler and Jula A. Schuyler, his wife, each for themselves and 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 Richard T. Earle, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, 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 Richard T. Earle, his successors, executors, administrators or assigns, or THOMAS J. KEATING their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to William R. Schuyler and Julia A. Schuyler, his wife, 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 Richard T. Earle, 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 William R. Schuyler and Julia A. Schuyler his wife, for themselves, and their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the Mortgagors.

Test Robert Coursey

W. R. SCHUYLER (SEALS)

her

JULIA A. x SCHUYLER (SEALS)

mark

STATE OF MARYLAND,

QUEEN ANNE COUNTY, to wit:

I hereby certify that on this 22nd day of October, in the year nineteen hundred and eighteen, before me, the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared William R. Schuyler and Julia A. Schuyler, his wife, and did each acknowledge the foregoing mortgage to be their respective act and at the same time personally appeared before me, Richard T. Earle and made oath in oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fides as therein stated.

Robert Coursey

Justice of the Peace.

For value received, I hereby assign the within and foregoing mortgage to Thomas R. L. Price and Howard E. Price, Trustees under the trust created by the will of William J. Price, deceased, for and in behalf of E. Sterling Price.

Witness my hand and seal this fourth day of January, in the year nineteen hundred and nineteen:-

TEST:-

RICHARD T. EARLE

(SEAL)

J. Frank Harper

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

I hereby certify that this Assignment received for record this Fourth day of Jany 1919, and recorded in Liber J. F. R. No. 1, folio 294 a Land Record Book for Queen Anne's County.

Examined and delivered

J. F. ROLPH Clerk.

FOR VALUE RECEIVED, I, Howard E. Price, Trustee under the trust created by the will of William J. Price, deceased, for and in behalf of E. Sterling Price, Chancery Cause No. 2225, and pursuant to the order of the Circuit Court for Queen Anne's County in Equity, passed in said Chancery Cause No. 2225, on the 5th day of May, 1930, ratifying the audit filed in said Chancery Cause No. 2225, on the 3rd day of April, 1930, do hereby transfer and assign the within and aforegoing mortgage to Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, infants, with interest from the 1st day of January, 1930, without recourse or guarantee, (the said Thomas R. L. Price having resigned said trust as will appear from his Petition and Account filed in said cause on the 11th day of February, 1919, and the other proceedings relating thereto).

WITNESS my hand and seal, this 23rd day of May, 1930:

TEST:

Wm. R. Horney

HOWARD E. PRICE (SEAL)

Trustee under the trust created by the will of William J. Price, deceased, for and in behalf of E. Sterling Price.

Assignment filed & recorded in Liber J. F. R. No. 1, fol. 219, a Land Record Book for Q. A. Co.

B. H. Turner, Clerk.

FOR VALUE RECEIVED and pursuant to the order of the Orphans' Court of Queen Anne's County passed on the 22nd day of July, 1930, in re the Guardianship Estate of Sterling Foster Price and Virginia Sears Price, Infants, I, Ruth F. Price, Guardian of said Infants, do hereby transfer and assign the within and aforegoing mortgage unto William R. Horney for the purpose of colkotion by foreclosure or otherwise, with interest from the 1st day of January, 1930.

WITNESS my hand and seal, this 30th day of July, 1930:

TEST:

M. M. MITCHELL

RUTH F. PRICE (SEAL)

Guardian of Sterling Foster Price and Virginia Sears Price, Infants.

Filed Aug. 7th, 1930.

Assignment filed & recorded in Liber J. F. R. No. 1, fol. 219, a Land Record Book for Q. A. Co.

B. H. Turner, Clerk.

CERTIFIED COPY OF ORDER NISI  
Filed Nov. 14th, 1930.

NISI

WILLIAM R. HORNEY  
Assignee of Mortgage

vs.

WILLIAM R. SCHUYLER AND  
JULIA A. SCHUYLER, HIS WIFE,  
MORTGAGORS

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY

CHANCERY No. 2834.

ORDERED, This 6th day of September, A. D., 1930, 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 12th 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 13th day of October, next.

The Report states the amount of sales to be \$3,800.00.

B. HACKETT TURNER, Clerk.

True Copy Test:-

B. HACKETT TURNER, Clerk.

Filed- Sept. 6th, 1930.

THE CENTREVILLE OBSERVER

Centreville, Md., November 14, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assignee of Mortgage vs. William R. Schuyler and Julia A. Schuyler, his wife, Mortgagors a true copy of which is here-to 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 Sept., 1930, being more than four weeks before the 13th day of Oct. 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed Nov. 14th, 1930.

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:- Nov. 14th, 1930.

ORDER OF COURT RATIFYING SALE  
Filed Nov. 15th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,  
  
vs.

WILLIAM R. SCHUYLER and  
JULIA A. SCHUYLER, his wife,  
Mortgagors.

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

Cause No. 2834.

ORDERED, this 14th 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 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 6th day of September, 1930; and the said William R. Horney, Assignee of Mortgage as aforesaid, is allowed the usual expenses, not personal, upon producing the vouchers therefor before the auditor.

LEWIN W. WICKES

Filed Nov. 15th, 1930.

REPORT AND ACCOUNT  
Filed Nov. 19th, 1930.

Cause No. 2834.

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

William R. Horney, assignee,  
vs.  
William R. Schuyler, and  
Julia A. Schuyler, his wife.

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause have been had for the collection of a mortgage debt by foreclosure of the mortgage of this cause and the proceeds of the sale had are not sufficient to pay the mortgage debt in full.



That the auditor has stated the within account by first charging unto William R. Horney, the party making the sale of this cause, the gross amount of the sale made and reported by him and then by allowing unto him thereout the commissions for making the sale provided for by the mortgage, the costs of his bond with corporate surety thereon, the costs of advertising notices of sale and the several orders nisi of this cause, the fee of the auctioneer for selling the property, the fee of the auditor and also the balance remaining after these allowances which balance is the net amount of the sale applicable to the mortgage debt and is distributed unto the assignee in part payment of his mortgage claim existing on the day of sale.

That the auditor has stated also an account between the mortgagors and the assignee showing the amount due the assignee as of the day of sale but after application to the debt of the net proceeds of sale mentioned above.

Which is respectively submitted.

MADISON BROWN

November 19, 1930.

Auditor.

Cause No. 2834.

The proceeds of the sale of the mortgaged real estate of William R. Schuyler and Julia A. Schuyler, his wife, mortgagors, in account with William R. Horney, assignee of the mortgage mentioned in this cause and vendor thereunder of the real estate sold in this cause.

1930, Sept. 6,	CR.	
		By the amount of the gross sale of said real estate per the report filed herein, to wit: . . . . . \$3,800.00

	DR.	
"		To William R. Horney, person making the sale of this cause, for his commissions for so doing, per terms of mortgage, to wit: sum of . . . \$ 197.00
		To do., for the court costs of this cause, per Clerk's statement as follows: Costs of E. H. Turner, Clerk . . . . . \$18.75 Appear. fee of Harper and Horney, . . . . . 10.00      28.75
		To do., for the costs of his bond filed herein per account for same exhibited, to wit: . . . . . 15.00
		To do., for charges of J. E. Anthony for crying the sale, per account for same exhibited, to wit: the sum of . . . . . 15.00
		To do., for costs of advertising sale, nisi thereon and nisi order to be passed as to this account in Centreville Observer, per account for same exhibited, to wit: sum of . . . . . 33.00
		To do., for costs of advertising notice of sale in Centreville Record, per account for same exhibited, to wit: the sum of . . . . . 25.00
		To Madison Brown, auditor, for stating this account, the sum of . . . . . 9.00
		To William R. Horney, assignee of mortgage, in part payment of his mortgage claim, this balance, to wit: the sum of . . . . . 3,477.25
		<u>\$3,800.00      \$3,800.00</u>

STATEMENT OF MORTGAGE DEBT.

William R. Schuyler and Julia A. Schuyler, his wife, mortgagors, to William R. Horney, assignee of mortgage, debtor, . . . . .		DR.
1930, Sept. 6,	To amount of the mortgage debt, principal and interest, due under the mortgage described in this cause on this date, the day of sale, per statement filed, to wit: . . . . .	\$5,204.17
CR.	By amount of the net sale applied thereto by above account, to wit: the sum of . . . . .	3,477.25
Dr.	To balance with interest thereon from September 6, 1930 . . . . .	<u>\$1,726.92</u>

136812

November 19, 1930.

MADISON BROWN, auditor.

Auditor.

NISI RATIFICATION OF AUDIT.

William R. Horney, Assignee

VS.

William R. Schuyler and  
Julia A. Schuyler, his wife.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CASE No. 2834.

ORDERED, This 19th day of November 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 12th day of December 1930; provided a copy of this order be published once a week in each of two successive weeks before the 5th. day of December, 1930 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed Nov. 19th. 1930.

CLERK'S CERTIFICATE

Wm. R. Horney,  
Assignee of Mtg.

VS.

Wm. R. Schuyler and  
Julia A. Schuyler, his wife,  
Mortgagors.

In the Circuit Court

for Queen Anne's County,

In Equity.

No. 2834 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 November, 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 seal of the Circuit Court for Queen Anne's County affix, this 20th day of December, 1930.

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

Seal's  
Place.

CERTIFIED COPY OF NISI RATIFICATION OF AUDIT  
Filed December 20th, 1930.

NISI RATIFICATION OF AUDIT.

WILLIAM R. HORNEY, Assignee

VS.

WILLIAM R. SCHUYLER and JULIA  
A. SCHUYLER, his wife

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY CASE NO. 2834.

ORDERED, This 19th day of November 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 12th day of December, 1930; provided a copy of this order be published once a week in each or two successive weeks before the 5th 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-November 19th, 1930.



## THE CENTREVILLE OBSERVER

Centreville, Md., Dec. 20, 1930

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee vs. William R. Schuyler and Julia A. Schuyler, his wife a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 20th day of November, 1930, being more than two weeks before the fifth day of December 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

FINAL ORDER OF RATIFICATION  
Filed Dec. 29th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

WILLIAM R. SCHUYLER and  
JULIA A. SCHUYLER, his wife.

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

Cause No. 2834.

ORDERED, this 29th day of December, 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 directed by the previous order of Ratification Nisi passed thereon in this cause, and the Assignee of Mortgage, William R. 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 Assignee.

LEWIN W. WICKES

Filed Dec. 29th, 1930.

MOTION FOR A DECREE IN PERSONAM  
AGAINST WILLIAM R. SCHUYLER AND  
JULIA A. SCHUYLER  
Filed Dec. 29th, 1930.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

WILLIAM R. SCHUYLER and  
JULIA A. SCHUYLER, his wife,  
Mortgagors.

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

Cause No. 2834.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Motion of William R. Horney, Assignee of Mortgage in the above entitled cause, unto your Honors, respectfully shows:

1. That there still remains due and unsatisfied to your Petitioner upon his mortgage claim filed in the above entitled cause, the sum of Seventeen Hundred Twenty Six Dollars and Ninety Two Cents (\$1,726.92) as found and determined by the Report and Account of the Auditor filed in this cause, which said audit was finally ratified and confirmed by this Honorable Court on the twenty ninth day of December, nineteen hundred and thirty, as will appear by reference to said audit which is prayed to be taken as a part of this Petition;

2. That under and by virtue of the provisions of the laws of the State of Maryland relating to mortgages (Annotated Code of Maryland, Article 66, Section 24), your Petitioner is entitled to a decree in personam for the said

sum of Seventeen Hundred Twenty Six Dollars and Ninety Two Cents (\$1,726.92), together with interest thereon from the 6th day of September, 1930, against William R. Schuyler and Julia A. Schuyler, his wife, your Petitioner being entitled to maintain an action at law against said mortgagors upon the covenants of the mortgage upon which this proceeding is based for the residue of the mortgage debt and interest intended to be secured by said mortgage, and remaining unpaid and unsatisfied as aforesaid.

Your Petitioner, therefore, moves and prays your Honors to pass a decree in personam in favor of William R. Horney, Assignee of Mtg. and against the said William R. Schuyler and Julia S. Schuyler for the said sum of Seventeen Hundred Twenty Six Dollars and Ninety Two Cents (\$1,726.92), together with interest from the said 6th day of September, 1930, the date of the sale, after due notice by summons or otherwise as the Court may direct to the said William R. Schuyler and Julia A. Schuyler.

And as in duty bound, etc.,

Filed Dec. 29th, 1930.

WILLIAM R. HORNEY  
Assignee of Mortgage.

ORDER OF COURT

The foregoing Petition having been read and considered, IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, this 29th day of December, nineteen hundred and thirty, that the Clerk of this Court be, and he is hereby, directed to issue the writ of subpoena, along with a copy of the foregoing motion and this order, said writ to be directed to the said William R. Schuyler and Julia A. Schuyler, and to be served on them and a copy of said motion and this order left with them, said writ commanding said William R. Schuyler and Julia A. Schuyler to be and appear in this court on the fifth day of January, nineteen hundred and thirty one, to answer the foregoing motion and show cause, if any there be, within thirty days from the return of said writ, why a decree ought not to be passed as prayed.

LEWIN W. WICKES

Filed Dec. 29th, 1930.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER.  
Filed Dec. 30th, 1930.

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

TO

William R. Schuyler and Julia A. Schuyler

Seal's  
Place.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of January next, to answer the complaint of William R. Horney, Assignee of Mortgage against you in Said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of December, 1930.  
Issued the 30th. day of December in the year 1930.

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 January next, being the Return Day

B. HACKETT TURNER Clerk.

And on the back of the foregoing subpoena is endorsed, to wit:

I HEREBY CERTIFY that I served the within subpoena upon William R. Schuyler and Julia A. Schuyler by reading the same to them and by leaving a copy with each of them, this 30th day of December, 1930.

J. ELMER ANTHONY  
Sheriff of Queen Anne's County.

Filed Dec. 30th, 1930.

1136812

CERTIFIED COPY OF PETITION AND ORDER OF COURT TO BE SERVED ON RESPONDENTS. Filed Dec. 30th, 1930.

William R. Horney, Assignee of Mortgage,

Vs.

William R. Schuyler and Julia A. Schuyler, his wife, Mortgagors.

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

Cause No. 2834.

To the Honorable, the Judges of said Court:

The Motion of William R. Horney, Assignee of Mortgage in the above entitled cause, unto your Honors, respectfully shows:

1. That there still remains due and unsatisfied to your Petitioner upon his mortgage claim filed in the above entitled cause, the sum of Seventeen Hundred twenty six dollars and Ninety two cents, (\$1,726.92) as found and determined by the Report and Account of the Auditor filed in this cause, which said audit was finally ratified and confirmed by this Honorable Court on the twenty ninth day of December, nineteen hundred and thirty, as will appear by reference to said audit which is prayed to be taken as a part this Petition.

2. That under and by virtue of the provisions of the laws of the State of Maryland relating to mortgages (Annotated Code of Maryland, Article 66, Section 24) your Petitioner is entitled to a decree in personam for the said sum of Seventeen Hundred twenty six dollars and ninety two cents (\$1,726.92) together with interest thereon from the 6th. day of September, 1930, against William R. Schuyler and Julia A. Schuyler, his wife, your Petitioner being entitled to maintain an action at law against said mortgagors upon the covenants of the mortgage upon which this proceeding is based for the residue of the mortgage debt and interest intended to be secured by said mortgage, and remaining unpaid and unsatisfied as aforesaid.

Your Petitioner, therefore, moves and prays your Honors to pass a decree in personam in favor of William R. Horney, Assignee of Mtg. and against the said William R. Schuyler and Julia A. Schuyler for the said sum of Seventeen Hundred twenty six dollars and ninety two cents (\$1,726.92) together with interest from the said 6th. day of September, 1930, at the date of the sale, after due notice by summons or otherwise as the Court may direct to the said William R. Schuyler and Julia A. Schuyler.

And as in duty bound, etc.,

William R. Horney, Assignee of Mortgage.

Filed Dec. 29th. 1930.

ORDER OF COURT

The foregoing Petition having been read and considered, IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, this 29th. day of December, nineteen hundred and thirty, that the Clerk of this Court be, and he is hereby directed to issue the writ of subpoena, along with a copy of the foregoing motion and this order, said writ to be directed to the said William R. Schuyler and Julia A. Schuyler, and to be served on them and a copy of said motion and this order left with them, said writ commanding said William R. Schuyler and Julia A. Schuyler to be and appear in this Court, on the fifth day of January, nineteen hundred and thirty one, to answer the foregoing motion and show cause, if any there be, within thirty days from the return of said writ, why a decree ought not to be passed as prayed.

Lewin W. Wickes.

Filed Dec. 29th. 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 on Dec 29th. 1930, in the above entitled case.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this thirtieth day of December, in the year 1930.

B. Hackett Turner

Clerk.

Seal's Place.

136812

And on the back of the foregoing Certified copy of Petition and order was thus endorsed, to wit:

I HEREBY CERTIFY that I served the within certified copy of Petition and Order of Court upon William R. Schuyler and Julia A. Schuyler by reading the same to them and by leaving a copy thereof with each of them, this 30th day of December, 1930.

J. Elmer Anthony  
Sheriff of Queen Anne's County.

Filed December 30th, 1930.

FINAL DECREE  
Filed Feb. 11th, 1931.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

WILLIAM R. SCHUYLER and  
JULIA A. SCHUYLER, his wife,  
Mortgagors.

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

Cause No. 2834.

FINAL DECREE

William R. Schuyler and Julia A. Schuyler, his wife, the Defendants and Mortgagors in the above entitled cause, having been duly summoned to appear in accordance with the order of this Court passed on the 29th day of December, 1930, and a copy of the foregoing motion and order having been left with said William R. Schuyler and Julia A. Schuyler, his wife, as appears by the return of the Sheriff to the writ of subpoena and on the copy of said motion and order returned to the Clerk of this Court and no sufficient cause having been shown under the terms of said order, it is, this 11th day of February, 1931, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED AND ORDERED that the decree of this Court be and it is hereby entered in favor of William R. Horney, Assignee of Mortgage, and against the said William R. Schuyler and Julia A. Schuyler, his wife, for the sum of Seventeen Hundred Twenty Six Dollars and Ninety Two Cents (\$1,726.92), and forty four dollars and sixty one (\$44.61), interest from the 6th day of September, 1930, the date of the sale of the real estate mentioned in this cause, said decree to be entered as aforesaid for the total amount of Seventeen hundred and seventy one & 53/100 dollars (\$1771 53/100), with interest from this date.

LEWIN W. WICKES

Filed February 11th, 1931.











Cause No 2827

The proceeds of the real estate owned partly by William L. Dill at time of his death and owned partly by Clara Dill (now living) at his death.

By balance brought over as net sales of the cause, to wit, the sum of

To Clara E. Dill, for 1/2 of the net sales of the 60 acre tract, the sum of  
To the heirs of William L. Dill, for their share of the net sales, being 1/2 of the net sale of the one acre tract and 1/2 of the net sale of the 60 acre tract, subject to the payment of the claims of the creditors of William L. Dill, the sum of

Distribution under Creditors' Petition

By amount distributed above to heirs of William L. Dill, subject to payment of his debts and now brought down, to wit

To N.B.W. Mitchell, Trustee, for costs of advertising order of publication and notice to creditors under above mentioned petition per account for same, to wit

To do, for court costs under petition as follows, to wit:  
Cost of N.W. Caster, clerk \$20.00  
Appear. fees of N.B.W. Mitchell 10.00  
Cost of S. H. Everett, Sheriff 2.70

To Edward S. Walls, administrator of Robert W. Eddins in part of claim filed for funeral expenses of William L. Dill, this balance

July 24, 1936

Madison Brown, Auditor

Order of Court: Order is returned & published

Ordered, this 31<sup>st</sup> day of August, in the year nineteen hundred and thirty six, 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 in so far as they are not contrary to the law, and that the trustee is directed to apply proceeds accordingly with a due proportion of interest as the same has been or may be received. The payment to be made to the administration upon his filing in the cause a proper certificate that his bond is still in force.

Filed Sept 3<sup>rd</sup> 1936

Thos. J. Keating

Report and account of the Auditor in the matter of re-sale at

risk of Harry Dill, filed July 27<sup>th</sup> 1940

Clara E. Dill, et. al.

vs  
Harry Lee Dill, et. al.

In the Circuit Court  
for  
Queen Anne's County, in Equity  
Cause No. 2827.

To the Honorable, the Judges of said Court:

The report of Madison Brown, Auditor, unto your Honors respectfully sets forth: Harry Dill, who became the purchaser of the land sold at the first sale (mentioned in this cause) failed to complete his purchase and the land under the proceedings of re-sale of this cause was sold at his risk and the within account has been stated by Auditor to show the amount due him after the re-sale. The Auditor in the within account has charged said Harry Dill with the amount of his original purchase less the cash payment made by him at the time of first sale and then has charged him with the interest on difference between the two sums from the date of the first sale to the date of re-sale, and with the taxes on the land sold unto him which should have been paid by him but were paid by the trustee, with his commissions on the re-sale and the cost of advertising notice of re-sale, and order nisi thereon, with the fee of the auctioneer for selling the property at the re-sale, with the court costs under the re-sale, with the charges of advertising the order nisi to be passed as to the within account and with the fee of the Auditor, the total charges against the said Harry Dill amounting to \$96.69. The Auditor in the within account has given the said Harry Dill credit for the total amount of the re-sale per report

1136812



of the trustee of \$520.00  
 The within account shows that the said Harry Dill is due to the trustee of this cause by reason of his default the sum of \$276.89 with interest from June 4<sup>th</sup> 1935, which is respectfully submitted.

Filed July 27<sup>th</sup> 1936

Madison Brown Auditor

1930  
 Dr  
 4

To the amount of his purchase of said land at the sale made to him on this date, per report of sales filed, to wit: sum of

By amount of each payment made by him at time of first sale to said trustee per said report

\$734.00  
 244.67  
 \$489.33

To amount interest on \$489.33 from Nov. 4/1930 to June 4, 1935, date of re-sale

134.56  
 \$626.89

To taxes paid by the trustee on the land sold to Harry Dill after sale to Harry Dill

	W. L. Dill	Wm Dill	
for year 1931	\$14.63	12.46	\$27.14
for year 1932	12.89	10.95	23.84
for year 1933	8.57	7.29	15.85
for year 1934	6.14	7.28	13.37
	\$43.37	\$36.83	\$80.20

80.20

Total per tax statement

Books on re-sale at risk of Harry Dill

To A. B. W. Mitchell, Trustee, for his commissions on amount of sale 36.30

To do, for cost of advertising re-sale and order nisi thereon, in Centerville Observer per receipted statement 16.50

To do, for cost of advertising Order nisi on audit 3.50

To do, for amount paid J. E. Anthony for carrying resale per receipt 7.50

To do, for Court costs per Clerk's statement  
 Cost of W. H. Carter, Clerk \$10.00  
 Appeal fees of A. B. W. Mitchell 10.00  
 Total \$20.00 20.00

To do, for the charges of Madison Brown Auditor, for stating this account to be paid him 9.00  
 \$92.80

Total charges against Harry Dill

92.80  
 \$796.89

Caused to 2327 Harry Dill, the purchaser of the real estate sold at the first sale mentioned in this cause, in account with A. B. W. Mitchell, the trustee making the sales of this cause,

1935

June 4 By proceeds of the land sold this date at the risk of Harry Dill, original purchaser, per report of resale filed, to wit: the sum of \$520.00  
 By balance owing said Harry Dill to the said trustee, carried below and charged to the said Harry Dill, the sum of 276.89  
 \$796.89

1935  
 June 4

To balance brought down as due by Harry Dill to A. B. W. Mitchell, the trustee, on the resale mentioned, to wit: the sum of  
 This balance bears interest from June 4, 1935

July 24, 1936 Filed July 27<sup>th</sup> 1936

Madison Brown Auditor

\$796.89

Order Ratifying Audit & Certificate of Publication, filed July 31<sup>st</sup> 1936  
 Ordered this 31<sup>st</sup> day of August in the year nineteen hundred and thirty six, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing report and account of the Auditor, be, and the same are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order of ratification nisi, and the Trustee is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.  
 Filed Sept 3<sup>rd</sup> 1936. Thos. J. Harding