H38580

Cause No. 2835.

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

William S. Collins Vs. Richard L. Skinner and Sarah L. Skinner his wife.	, , , , , , , , ,	In the Circuit Court for Queen Anne's County, in Equity. No.

Mr. Hacket Turner, Esq.

Please make certified copy of mortgages from Richard L. Skinner and Sarah L. Skinner his wife, to William S. Collins dated August 27, 1910 August 27 1914, January 10 1921, August 13 1921 and record it among the land records of Queen Anne County, Maryland in Liber S. S. No. 8, Folio 354 etc., W. F. W. No. 5 Folio 588 etc., J. F. R. No. 6 Folio 179 etc., J. F. R. No. 7 Folio 281 etc., respectively, file the same in this cause after docketing the above entitled cause; file and enter my appearance for the Plaintiff.

STEPHEN R. COLLINS
Attorney for Plaintiff

CERTIFIED COPY OF BOND
Filed Aug. 13th, 1930.

Queen Anne's County, to wit:- Be it remembered that on the thirteenth day of August, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, William S. Collins as Principal, and R. Harrison Collins and Stephen R. Collins, 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 $14000.00 current money of the United States, to be paid to the State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, jointly and severally, firmly by these presents, Sealed with our seals and dated this 13th. day of August, in the year nineteen hundred and thirty.

WHEREAS, Richard L. Skinner and Sarah L. Skinner, his wife, by deed of mortgage, dated August 27th. 1910, August 27, 1914, January 10th. 1921, and August 13th. 1921, duly executed, acknowledged and recorded among the land records for Queen Anne's County in Libers S. S. No. 8, folio 134 and etc., W. F. W. No. 5, folio 588 and etc. J. F. R. No. 6, folio 179 and etc., J. F. R. No. 7, folio 281 and etc. respectively conveyed to the said William S. Collins a certain tract of land on said mortgage mentioned to secure the payment of the sum of $5000.00, and the interest thereon.

AND WHEREAS, in the event of any default being made in any condition of the said mortgage or in the payment of the mortgage debt or of the interest thereon when due, power and authority was given therein to the said William S. Collins to sell the mortgaged premises.

AND WHEREAS, default has been made on the condition of said mortgage, and the said William S. Collins 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, William S. Collins, shall well and faithfully perform the trust reposed in him by said power in said mortgage and shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void.

William S. Collins. (SEAL)
Principal

R. Harrison Collins (SEAL)

Witness:
Dorothy E. Hendrickson.

Stephen R. Collins (SEAL)
Sureties.

At the foot of the aforegoing bond was thus endorsed, to wit:-

The Sureties on the above Bond would be accepted in the penalty of 14000.00 if offered in this Court.

8/13/30 Seal's Place.

Robert A. Shall-cross.
Clerk

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

Security approved and bond filed August 13th. 1930.

B. Hackett Turner Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 90, 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 13th. day of August, in the year 1930.

Seal's Place.

B. Hackett Turner Clerk.

CERTIFIED COPY OF MORTGAGE
Filed Aug. 13th, 1930.

::
#1216. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the Thirtieth day of August in the year nineteen hundred and ten, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 27th day of August in the year nineteen hundred and ten by Richard L. Skinner and Sarah L. Skinner, his wife, of Queen Anne's County, in the State of Maryland, WITNESSETH-

WHEREAS, the said Richard L. Skinner is justly indebted unto William S. Collins, of Kent County, in the State of Maryland, in the full and just sum of Sixteen Hundred and Fifty Dollars, being for that amount of money this day loaned and advanced by the said William S. Collins to the said Richard L. Skinner, for which said sum and the interest thereon the said Richard L. Skinner has passed to the said William S. Collins, his five promissory notes, all bearing even date herewith, and payable at the Queen Anne's National Bank of Centreville, one of them for the said principal sum of Sixteen Hundred and Fifty Dollars, payable two years after date, and the other four of said notes for the sum of Forty Nine Dollars and Fifty Cents each (for interest) payable respectively at Six, twelve, eighteen, and twenty four month after date; and whereas for the purpose of more effectually securing the prompt payment of said principal sum, and the interest thereon in the manner and at the times limited by the said hereinbefore recited promissory notes; this mortgage is executed:-the execution thereof being a condition precedent to the making of this loan.

Now, therefore, in consideration of the premises and of the sum of one dollar, we the said Richard L. Skinner and Sarah L. Skinner, his wife, do grant and convey unto the said William S. Collins, in fee simple, All That Farm or Parcel of Land situate in the Sixth Election District of Queen Anne's County, State of Maryland, bounded on the North by Tract No. 1. of the "Home Farm" of the late John B. Thomas, on the East by the Lands of the late Isaac Mason, on the South by Tract No. 3, of the Late John B. Thomas as surveyed and Platted by B. S. Elliott and by the public road, and on the West by "Jarman's Branch or Tract No. 1 or the "Home Farm" aforesaid, and a public road, and containing 170 Acres, 3 Roods, and 1 Perch of Land more or less, and is the same land as that described in the Deed from W. J. Price, Assignee, to Geo. Mullikin, dated, Dec. 2nd. 1895, and Recorded in Liber W. H. C. No. 5 folios 569 etc., A Land Record Book for Q. A. Co. Md. and Devised in the 5th. Item of the Will of Geo. Mullikin to the said Richard L. Skinner, and is the same land as that described in the Deed from Mary E. B. Mullikin to the said Richard L. Skinner, dated Aug. 17th, 1910, and intended to be Recorded among the Land Record Books of Q. A. Co. Md. immediately preceeding these presents.

#38580

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 Richard L. Skinner, his heirs, executors, administrators or assigns shall well and truly pay to the said William S. Collins, his executors, administrators or assigns the aforesaid sum of Sixteen Hundred and Fifty Dollars, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Richard L. Skinner, his, heirs and assigns shall possess said property.

AND the said Richard L. Skinner, 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 collectioi of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of their insurable value in some Company or Companies approved by the said William S. Collins, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said William S. Collins, his executors, administrators or assigns, or J. H. C. LEGG his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, 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 Richard L. Skinner or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said William S. Collins, his executors, administrators, successors or assigns, or J. H. C. LEGG his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court Costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Richard L. Skinner, for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS OUR HANDS AND SEALS.

TEST: Richard L. Skinner (SEAL)

John W. Tarmon. Sarah L. Skinner (SEAL)

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 27th day of August, in the year nineteen hundred and ten, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Richard L. Skinner and Sarah L. Skinner, his wife, the within named Mortgagors, and did each acknowledg eht eforegoing mortgage to be their respective act: and at the same time before me also appeared J. H. C. Legg agent for William S. Collins, the Mortgagee above named, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth: and also made oath as aforesaid that he is the agent of the said William S.

Collins the above named mortgagee and duly authorized by him to make oath to the truth and bona fides of said consideration in his behalf.

John W. Tarmon.
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber S. S. No. 8, folios 354 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 August, in the year nineteen hundred and thirty.

B. HACKETT TURNER

Seal's Place.

Clerk.

CERTIFIED COPY OF MORTGAGE
Filed August 13th, 1930.

#4512. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the fifth day of September in the year nineteen hundred and fourteen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, Made this Twenty-Seventh day of August, in the year nineteen hundred and Fourteen by Richard L. Skinner and Sarah L. Skinner, his wife, of Queen Anne's County, in the State of Maryland, WITNESSETH:

WHEREAS, the said Richard L. Skinner is justly indebted unto William S. Collins, of Kent County, in the State of Maryland, in the full and just sum of Thirteen Hundred and Fifty ($1350.00) Dollars, being for that amount of cash money this day loaned and advanced by the said William S. Collins, to the said Richard L. Skinner, which said principal sum the said Richard L. Skinner agrees to repay within three years from this date, and to pay the interest thereon in the mean time semi-annually from this date, the execution of this mortgage being a condition precedent to the making of this loan.

Now, therefore, in consideration of the premises and of the sum of One Dollar, we the said Richard L. Skinner and Sarah L. Skinner and Sarah L. Skinner, his wife, do grant and convey unto the said William S. Collins, in fee simple, All That Farm or Parcel of Land, situate in the Sixth Election District, of Queen Anne's County, Maryland, bounded on the North by Tract NO. 1 of the "Home Farm" of the late John B. Thomas, on the East by the lands of the late Isaac Mason, on the South by Tract No. 3 of the late John B. Thomas, as surveyed by B. S. Elliott, and by the public road, and on the West by "Jarman's Branch" or Tract No. 1. or the "Home Farm" of the late John B. Thomas, aforesaid, and containing 170 Acres, 3 roods and 1 Perch of land more or less, and is the same land as that described in the Deed from William J. Price Assignee, to George Mullikin, dated Dec. 2nd. 1895, and Recorded in Liber W. H. C. No. 5 folios 569 etc., A Land Record Book for Queen Anne's County, Maryland, and is the same land as that devised to the said Richard L. Skinner in item 5 of the will of George Mullikin.

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 Richard L. Skinner, his heirs, executors, administrators or assigns shall well and truly pay to the said William S. Collins, his successors, executors, administrators or assigns the aforesaid sum of Thirteen Hundred and Fifty Dollars three years from this date, and the interest thereon in the mean time semi-annually from date, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Richard L. Skinner, his heirs and assigns all possess said property.

438580

AND the said Richard L. Skinner, 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 ot insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of their insurable value in some Company or Companies approved by the said William S. Collins, 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 William S. Collins, his executors, administrators or assigns, or J. H. C. LEGG his and their hereby duly constitued 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 sell 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 Richard L. Skinner or or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said William S. Collins, his executors, administrators, successors or assigns, or J. H. C. LEGG his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Richard L. Skinner for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS OUR HANDS AND SEALS.

Test:

Wm. E. Thompson.

Richard L. Skinner (SEAL)

Sarah L. Skinner (SEAL)

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this thirty-first day of August, in the year Mineteen Hundred and Fourteen, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Richard L. Skinner and Sarah L. Skinner, his wife, and did each acknowledge the aforegoing Mortgage to be their respective act: and at the same time before me also personally appeared William S. Collins, the within named Mortgagee and made oath in due form of law, that the consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth.

WM. E. THOMPSON
Justice of the Peace.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 5, folios 588 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 August, in the year nineteen hundred and thirty.

Notary
Public
Seal.

B. HACKETT TURNER
Clerk.

CERTIFIED COPY OF MORTGAGE
Filed Aug. 13th, 1930.

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#8337. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the tenth day of January, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this tenth day of January in the year nineteen hundred and Twenty One, By Richard L. Skinner and Sarah L. Skinner, his wife, of Queen Anne's County, in the State of Maryland, WITNESSETH,

WHEREAS, The said Richard L. Skinner, is justly and bona fide indebted unto William S. Collins, of Kent County, in the State of Maryland, in the full and just sum of One Thousand Dollars ($1000.00) being for that amount of cash money this day loaned and advanced by the said William S. Collins to the said Richard L. Skinner, upon the condition precedent that the said Principal sum of one thousand dollars and the interest to accrue thereon semi-annually, during the continuance of this Loan, should be secured and assured by the execution of these presents, the said principal sum to be due and payable within two years from the date of these presents.

Now, therefore, in consideration of the premises, and of the sum of one Dollar, the receipt whereof is hereby acknowledged, we the said Richard L. Skinner and Sarah L. Skinner, his wife, do hereby grant and convey unto the said William S. Collins, in fee simple, All of That Farm, or Parcel of Land, situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, whereon the said Richard L. Skinner and Sarah L. Skinner, his wife, are now residing, and is the same land as that described fully and at length, in the Mortgage from the said Mortgagors herein to the said Mortgagee herein, in Mortgage dated August 27th. 1914, and Recorded in Liber W. F. W. NO. 5 folios 588 etc., One of the Land Record Books for Queen Anne's County, Maryland, and therein described as containing 170 acres, 3 roods and 1 perch of land more or less, to which Mortgage especial reference is hereby made for an accurate description of the land intended to be herein conveyed.

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

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

PROVIDED, that if the said Richard L. Skinner his heirs, executors, administrators or assigns shall well and truly pay to the said William S. Collins, his successors, executors, administrators or assigns the aforesaid sum of One Thousand Dollars, within two years from the date of these presents and the interest thereon in the mean time-semi-annually, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements therein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Richard L. Skinner, his, heirs and assigns shall possess said property.

AND the said Richard L. Skinner, 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 their insurable value in some Company or Companies approved by the said William S. Collins, 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 to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said William S. Collins his executors, administrators or assigns, or J. H. C. LEGG his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, 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 Richard L. Skinner or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said William S. Collins, his executors, administrators, successors or assigns, or J. H. C. LEGG his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Richard L. Skinner for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS THEIR HANDS AND SEALS.

Richard L. Skinner (SEAL)

TEST: Sarah L. Skinner (SEAL)

Robert Coursey

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this Tenth day of January, in the year Nineteen Hundred and Twenty One, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Richard L. Skinner and Sarah L. Skinner, his wife and did each acknowledge the aforegoing Mortgage to be their respective act; and now at the same time also personally appeared before me, the subscriber, William S. Collins, the within named Mortgagee and made oath in due form of law, that the consideration set out in the aforegoing Mortgage is true and bona fide as therein set forth.

Robert Coursey J. P.

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 179 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 August, in the year nineteen hundred and thirty.

Seal's Place.

B. HACKETT TURNER
Clerk.

CERTIFIED COPY OF MORTGAGE
Filed Aug, 13th, 1930.

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#8754. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the thirteenth day of August, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made thi Thirteenth day of August, in the year nineteen hundred and twenty one, by Richard L. Skinner and Sarah L. Skinner his wife of Queen Anne's County, in the State of Maryland, WITNESSETH:

WHEREAS, the said Richard L. Skinner is justly and bona fide indebted unto William S. Collins of Kent County, in the State of Maryland, in the full and just sum of One Thousand Dollars, being for that amount of cash money this day loaned and advanced by the said William S. Collins to the said Richard L. Skinner, upon the Condition precedent that Repayment of the the afore-

said principal sum of one Thousand Dollars within three years from this date should be secured and assured by the execution of this Mortgage, and the interest thereon to be due and payable on the 10th. day of January and July, in each and every year from the date of these presents during the continuance of this loan, Now, therefore, in consideration of the premises and of the sum of one dollar the receipt whereof is hereby acknowledged, we the said Richard L. Skinner and Sarah L. Skinner his wife, do hereby grant and convey unto the said William S. Collins in fee simple, All of That Farm or Parcel of Land, situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, and being fully and at length described in a Mortgage from the aforesaid Mortgagors to the aforesaid Mortgagee in the Mortgage dated August 24th. 1914, and Recorded in Liber W. F. W. No. 5 folios 588 etc., one of the Land Record Books for Queen Anne's County, Maryland, to which said Mortgage especial reference is hereby made for an accurate description of the land herein intended to be conveyed, and therein described as containing 170 acres, three roods and 1 perch of land more or less.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the 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 Richard L. Skinner his heirs, executors, administrators or assigns, shall well and truly pay to the said William S. Collins, hi successors, executors, administrators or assigns, the aforesaid sum of One Thousand Dollars within three years from the date of these presents, and the interest on the said sum of one thousand dollars on the 10th. day of January and the 10th. day of July in each and every year during the continuance of this loan as above set forth, and shall perform all the covenants, conditions and agreements therein on his their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Richard L. Skinner his heirs and assigns, shall possess said property.

AND the said Richard L. Skinner for himself and for his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said William S. Collins 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 William S. Collins his successors, executors, administrators or assigns, or J. H. C. LEGG his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County State of Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to Richard L. Skinner 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 William S. Collins his executors, administrators, successors or assigns, or J. H. C. LEGG his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Richard L. Skinner for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness their hands and seals.

H38580

R. L. Skinner (SEAL)

TEST:

Sarah L. Skinner (SEAL)

Robert Coursey

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this thirteenth day of August, 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 Richard L. Skinner and Sarah L. Skinner, his wife, and did each acknowledge the aforegoing Mortgage to be their respective act; and now at the same time also personally appeared before me, the subscriber William S. Collins the within named Mortgagee and made oath in due form of law that the consideration stated in the aforegoing Mortgage is true and bona fide as therein set forth.

ROBERT COURSEY

Justice of the Peace.

State of Maryland,)
) To Wit:
Queen Anne's County.)

I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R. No. 7, folios 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 13th. day of August, in the year nineteen hundred and thirty.

B. HACKETT TURNER

Seal's Place.

Clerk.

STATEMENT OF MORTGAGE INDEBTEDNESS
Filed Aug. 13th, 1930.

William S. Collins vs. Richard L. Skinner et Sarah L. Skinner, his wife	In the Circuit Court for Queen Anne County, In Equity. No.

STATEMENT OF MORTGAGE INDEBTEDNESS

Richard L. Skinner and Sarah L. Skinner, his wife,

To William S. Collins, Dr.

Principal Amount of Mortgage dated August 27, 1910 remaining unpaid	$ 1650.00	
Interest thereon in arrears from October 1, 1928 to September 9, 1930	189.00	
Commission on the above amount by virtue of rules of court	114.45	
Total Amount of Mortgage Indebtedness on Mortgage dated August 27, 1910		$1953.45

Principal amount of Mortgage dated August 27, 1914. .	$1350.00	
Interest thereon in arrears from August 27, 1929 to September 9, 1930	81.00	
Commission on the above amount by virtue of rules of count	93.36	
Total Amount of Mortgage Indebtedness on Mortgage dated August 27, 1914		$1524.36
Principal Amount of Mortgage dated January 10, 1921 remaining unpaid	$1000.00	
Interest thereon in arrears from January 10, 1929 to September 9, 1930	100.00	
Commission on the above amount by virtue of rules of court	73.50	
Total amount of Mortgage Indebtedness on Mortgage dated January 10, 1921		$1173.50
Principal Amount of Mortgage dated August 13, 1921 r remaining unpaid	$1000.00	
Interest thereon in arrears from August 13, 1929 to September 9, 1930	60.00	
Commission on the above amount by virtue of rules of court.....	71.10	
Total Amount of Mortgage indebtedness on Mortgage dated August 13, 1929,.....		$1131.10
TOTAL AMOUNT OF INDEBTEDNESS		$5782.41

WILLIAM S. COLLINS
Mortgagee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, THAT on this 13th day of August, 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared William S. Collins and made oath in due form of law that the matters and facts set forth in the aforegoing statement of Mortgage indebtedness are true to the best of his knowledge and belief.

As witness my hand and Notarial Seal:

ALICE R. SMITH
Notary Public.

Notary
Public
Seal.

REPORT OF SALE
Filed Sept. 9th, 1930.

William S. Collins vs. Richard L. Skinner & Sarah L. Skinner, his wife	; ; ; ; ; ; ;	In the Circuit Court for Queen Anne's County In Equity No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William S. Collins, Mortgagee of the following mortgages from Richard L. Skinner and Sarah L. Skinner, his wife to himself, the said William S. Collins, one dated August 27th, 1910 and recorded in Liber S. S. No. 8, Folio 354 etc., another dated August 27th, 1914 and recorded in Liber W. F. W. No. 5, Folio 588 etc., another dated January 10, 1921 and recorded in Liber J. F. R. No. 6, Folio 179 etc., another dated August 13, 1921 and recorded in Liber J. F. R. No. 7 Folio 281 etc., all being land records for Queen Anne's County, Maryland and copies of said mortgages filed herewith, respectfully shows:

That default having been made under said mortgages by the failure of the said Richard L. Skinner and Sarah L. Skinner, his wife, to pay the principal and the interest when the same became due and payable and the said William S. Collins, after giving twenty days notice of the time, place, manner and terms of sale by publication in The Centreville Observer, a newspaper printed and published in Queen Anne's County, once in each of four successive weeks prior to the day of sale, and having given bond with security approved by the Clerk of this Court, the said William S. Collins, did, on Tuesday, September 9, 1930 between the hours of eleven a. m. and twelve o'clock noon in front of the Court House Door in Centreville, Queen Anne's County, Maryland, offer the mortgaged real estate at

M38580

public sale and then and there sold the said property to William S. Collins at and for the sum of Forty Five Hundred dollars, he being the highest bidder for same, said property being ALL THAT VALUABLE FARM situated lying and being in the 6th election district of Queen Anne's County aforesaid, bounded on the North by Tract No. 1 of "Home Farm" of the late John B. Thomas, on the East by the lands of the late Isaac Mason, on the South by Tract No. 3 of the late John B. Thomas, and by the public road and on the West by Jarman's Branch and containing 170 acres, 3 roods, and one perch of land, more or less, together with all improvements thereon erected.

Being the same land conveyed from W. J. Price, Assignee, to George Mullikin by deed dated December 2, 1895 and recorded in Liber W. H. C. No. 5, Folio 569 etc., a Land Record Book for Queen Anne's County, Maryland and devised in the fifth item of the Will of George Mulliken to Richard L. Skinner.

And the purchaser has made satisfactory compliance with the terms of sale.

WILLIAM S. COLLINS
Mortgagee.

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

I hereby certify that on this 9th day of September, 1930 before me the subscriber, a Notary Public, of the State of Maryland in and for Queen Anne's County, aforesaid, personally appeared William S. Collins, Mortgagee and made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief and that the sale was fairly made.

As witness my hand and notarial seal.

Notary
Public
Seal.

HILDA T. SEWARD
Notary Public

Filed Sept. 9th, 1930.

CERTIFIED COPY OF ADVERTISEMENT OF SALE
Filed Sept. 9th, 1930.

PUBLIC SALE OF MORTGAGED
REAL ESTATE

Under and by virtue of the power of sale contained in four mortgages from Rochard L. Skinner and Sarah L. Skinner, his wife, to William S. Collins, one dated August 27, 1910, one dated August 27, 1914, one dated January 10, 1921, one dated August 13, 1921, and recorded among the land records for Queen Annes County, Maryland, in Libers S. S. 8 Folio 354 etc., W. F. W. 5 Folio 588 etc., J. F. R. No. 6 Folio 179 etc., and J. F. R. 7 Folio 281 etc., respectively, the undersigned, mortgagee, will offer at public sale to the highest bidder, in front of the Court House Door at Centreville, Maryland, on TUESDAY, SEPT. 9, 1930 between the hours of 11 o'clock A. M. and 12 o'clock noon,

ALL THAT VALUABLE FARM situated lying and being in the 6th election district of Queen Annes County aforesaid, bounded on the North by Track No. 1 of "Home Farm" of the late John B. Thomas, on the East by the lands of the late Isaac Mason, on the South by Tract No. 3 of the late John B. Thomas, and by the public road and on the West by Jarman's Branch and containing 170 ACRES, 3 ROODS, AND ONE PERCH OF LAND, more or less, together with all improvements thereon erected.

TERMS OF SALE-One third of the purchase price cash on day of sale and balance to be paid in two equal installments of six and twelve months from day of sale. Deferred payment to bear interest from day of sale or call cash at the option of the purchaser.

WILLIAM S. COLLINS
Mortgagee.

STEPHEN R. COLLINS, Attorney

THE CENTREVILLE OBSERVER

Centreville, Md., September 9, 1930

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of William S. Collins Mortgagee vs. Richard L. Skinner and Sarah L. Skinner 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 14 day of August, 1930, being more than four weeks before the 9th day of Sept. 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO

By Margaret E. Durney

Filed Sept. 9th, 1930.

N I S I

William S. Collins.	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Richard L. Skinner and Sarah L. Skinner, his wife	)	IN EQUITY
	)	CHANCERY NO. 2835

ORDERED, This 9th. day of September, A. D., 1930, that the sale of the real estate made and reported in this cause by William S. Collins, Mortgagee, 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 $4500.00

B. HACKETT TURNER Clerk.

Filed Sept. 9th, 1930.

CERTIFED COPY OF ORDER NISI
Filed Nov. 14th, 1930.

NISI

WILLIAM S. COLLINS
vs.
RICHARD L. SKINNER AND
SARAH L. SKINNER, HIS WIFE

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY CHANCERY NO. 2835.

ORDERED, This 9th day of September, A. D., 1930, that the sale of the real estate made and reported in this cause by William S. Collins, Mortgagee, 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 $4500.00.

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk
Filed Sept. 9th, 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 S. Collins vs. Richard L. Skinner and Sarah L. Skinner, his wife a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks 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.

M3580

ORDER OF COURT
Filed Nov. 14th, 1930.

Ordered this 14th day of November 1930, by the Circuit Court for Queen Anne's County in Equity that the within and aforegoing Sale made and reported by William S. Collins, Mortgagee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi.

The Mortgagee is allowed the usual commissions and expenses, no personal, when vouchers therefor are filed with the Auditor and Stephen R. Collins of Chestertown, Maryland, is hereby appointed Trustee to make conveyance of said real estate to the said William S. Collins when the purchase money therefor has been paid.

LEWIN W. WICKES

Filed Nov. 14th, 1930.

NEW AND AMENDED STATEMENT OF MORTGAGE DEBT
Filed Jany 5th, 1931.

William S. Collins, vs. Richard L. Skinner. — In the Circuit Court for Queen Anne's County, in Equity.

Cause No. 2835.

New and Amended Statement of Mortgage indebtedness.

Richard L. Skinner and Sarah L. Skinner, his wife, to William S. Collins, mortgagee, DR.

To amount of principal of mortgage dated August 27, 1910 remaining unpaid September 9, 1930	$1,650.00	
To interest thereon from October 1, 1928, to Sept. 9, 1930.	189.00	
	$1,839.00	
To 5% commissions of collection of S. R. Collins, attorney .	91.95	$1,930.95
To amount of principal mortgage dated August 27, 1914,.....	$1,350.00	
To interest thereon from August 27, 1929 to Sept. 9, 1930..	81.00	
	$1,431.00	
To 5% commissions of collection of S. R. Collins, attorney.	71.55	$1,502.55
To amount of principal mortgaged dated January 10, 1921,...	$1,000.00	
To interest thereon from January 10, 1929 to Sept. 9-1930,..	100.00	
	$1,100.00	
To 5% commissions of collection of S. R. Collins, attorney.	55.00	$1,155.00
To amount of principal mortgage dated August 13, 1921,....	$1,000.00	
To interest thereon from August 13, 1929 to Sept. 9, 1930	60.00	
	$1,060.00	
To 5% commissions of collection of S. R. Collins, attorney	53.00	$1,113.00

Total amount of mortgage debt due under and by the mortgaged above mentioned, inclusive of principal unpaid, interest thereon and the commission per terms of mortgage of S. R. Collins, attorney-at-law, in whose hands the mortgages were placed for collection prior to institution of above cause, to wit: the sum of $5,701.50
271.50
5430.00
L.W.W.

WILLIAM S. COLLINS
Mortgagee.

State of Maryland, Kent County, to wit:

I hereby certify that on this 20th day of November, 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared William S. Collins, above named mortgagee, and he did make oath in due form of law that the aforegoing statement is a true statement of the mortgage indebtedness sue under and by the mortgages above described on September 9, 1930, and that the matters and things stated in the aforegoing statement are true as therein set forth to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal.

CHARLOTTE C. ELLIOTT (SEAL)
Notary Public.

Notary
Public
Seal.

To Madison Brown, auditor:

Disregard statement of mortgage indebtedness filed August 13, 1930 and base your audit on the aforegoing statement.

WILLIAM S. COLLINS.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Jany. 5th, 1931.

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

William S. Collins, (
vs.) Cause No. 2835.
Richard L. Skinner. (

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 the proceedings of this cause were had for the collection of four several mortgage debts under four several mortgages mentioned and described in said proceedings and that the sale of the cause and that the sale of the cause was made under all the mortgages and the powers in the same contained and that the proceeds of the sale did not amount to enough to pay the debts and commissions under said mortgages.

That in the within account William S. Collins, the mortgagee, party making the sale mentioned, is charged with the gross amount of the sale made and reported by him and is then thereout allowed his commissions for making the sale in accordance with the provision relating to commissions in each mortgage, the court costs of the cause per statement of the Clerk exhibited by the mortgagee to the auditor, the costs of advertising the sale and the several orders nisi of the cause per account for the same also exhibited, the auctioneers, per account for same exhibited and the fee of the auditor and the balance of the sale remaining after these allowances is by the within account distributed and awarded unto said William S. Collins on account of his mortgage claims as set forth in his New and Amended Statement of Mortgage Indebtedness filed.

That at the bottom of the account the auditor has made a statement showing the amount due the mortgagee on the day of sale after the application to the mortgage indebtedness of the net sale distributed to the mortgagee.

That the auditor has examined the records in the office of the Clerk of the Court as to liens against the land of Richard L. Skinner since the making of the mortgage to the date of the making of the last mortgage and he finds no liens other than the other two mortgages mentioned in the cause.

Which is respectfully submitted.

MADISON BROWN
Auditor.

January 5, 1931.

Cause No. 2835.

The proceeds of the sale of the mortgaged real estate of Richard L. Skinner made under the mortgaged mentioned in said cause in account with William S. Collins, the party making the sale as mortgagee named in said mortgages.

1930	CR.	
Sept. 9	By the gross amount of the sale made by said mortgagee per his report of sale filed herein the sum of	$4,500.00
"	DR.	
	To William S. Collins, party making the sale for his commissions for so doing per terms of the mortgages the sum of	$225.00

H3580

To do., for the costs of this cause per statement of Clerk of Court, as follows: Costs of B. H. Turner, clerk, ... $28.75 Appearance fee of S. R. Collins 10.00	38.75	
To do., for the costs of advertising in Centreville Observer notice of sale, order nisi thereon and the order nisi to be passed as to this account, per bill for same exhibited, to wit: the sum of	23.32	
To do., for the amount paid John T. Jester for crying the sale made per his receipt for same exhibited, to wit: the sum of	10.00	
To Madison Brown, auditor, for stating this account	9.00	
To William S. Collins on account of his mortgage debts due under the mortgages mentioned this balance which is not sufficient to pay the mortgage debts in full, to wit: the sum of	4,193.93	
	$4,500.00	$4,500.00

STATEMENT OF MORTGAGE DEBTS.

Richard L. Skinner to William S. Collins, mortgagee, DR.
1930

Sept. 9	To amount due this date (day of sale) under the mortgages mentioned above per new and amended statement of mortgage indebtedness filed in this cause, to wit: the sum of	$5,701.50
CR.	By net sale distributed above to the mortgagee, to wit:	4,193.93
DR.	To balance due under said mortgages with interest thereon from September 9, 1930.	$1,507.57
		271.50
		$1,236.07

L.W.W.

MADISON BROWN

January 5, 1931.

Auditor.

NISI RATIFICATION OF AUDIT

William S. Collins, Mortgagee	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
Richard L. Skinner, mortgagor.	IN EQUITY
	CASE NO. 2835.

ORDERED, This 5th. 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 tothe contrary thereof be shown on or before the 30th day of January 1931; provided a copy of this order be published once a week in each of two successive weeks before the 23rd. day of January, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Jany. 5th. 1931.

CERTIFIED COPY OF NISI RATIFICATION OF AUDIT.
Filed Feb. 11th, 1931.

NISI RATIFICATION OF AUDIT

WILLIAM S. COLLINS, Mortgagee
vs.
RICHARD L. SKINNER, Mortgagor

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY

CASE No. 2835.

ORDERED, This 5th day of January in the year nineteen hundred and thirty one that the Repot and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 30th day of January, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 23rd. day of January, 1931, in some newspaper printed and published in Queen Annes County.

B. HACKETT TURNER, Clerk.

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

Filed-January 5th, 1931.

THE CENTREVILLE OBSERVER

Centreville, Md., February 11, 1931

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William S. Collins, Mortgagee vs. Richard L. Skinner, Mortgagor Case #2835 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 8th day of January, 1931, being more than ten days before the 23rd day of January 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO

By Margaret E. Durney

CLERK'S CERTIFICATE.

William S. Collins

vs.

Richard L. Skinner and
Sarah L. Skinner

In the Circuit Court for

Queen Anne's County, in

Equity.

No. 2835 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 5th 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 11th day of February 1931.

Seal's
Place.

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

ORDER OF COURT
Filed Feb. 24th, 1931.

Ordered this 21st day of February 1931, by the Circuit Court for Queen Anne's County, in Equity Maryland that the aforegoing Report and Account of the Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice has been given as required by the previous order nisi except as to the sum of $271.50/100, attorney's commissions on the mortgage debts included in Statement of Mortgage debts filed on January 5, 1931, which said commissions are hereby disallowed, the property having been sold by the mortgagee, and thereby leaving a balance due under said mortgages of $1236.07, with interest from September 9, 1930.

LEWIN W. WICKES

Filed February 24th, 1931.

MOTION FOR DECREE IN PERSONAM
Filed Feb. 21st, 1931.

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

William S. Collins (
)
vs (
)
Richard L. Skinner (
)

Cause No. 2835

To the Honorable, the Judges of said Court:

H38580

The Motion of William S. Collins, Mortgagee in the above entitled cause respectfully shows:

That there still remains due and unpaid to your Petitioner upon the four mortgage claims in the above entitled cause the sum of twelve hundred and thirty-six dollars and seven cents, ($1236.07), with interest from September 9, 1930 in the amount of thirty-three dollars and thirty-seven cents ($33.37), making a total owing of twelve hundred and sixty-nine dollars and forty-four cents ($1269.44) as found and determined by the Auditor's Account herein, which Account has been ratified by this Honorable Court on the 21st day of February, 1931 as will appear by reference had to the said Account which is hereby prayed to be taken as part hereof.

That under the provisions of Article No. 16, Section 232 of the public General Laws of Maryland, your Petitioner is entitled to a Decree in Personam for the said sum of twelve hundred sixty-nine dollars and forty-four cents ($2169.44), against the said Richard L. Skinner upon due notice being given by summons or otherwise as the Court may direct to the said Richard L. Skinner.

AND AS IN DUTY BOUND, ETC.

. . . .STEPHEN.R. COLLINS . .
Attorney for Mortgagee.

Filed February 21st, 1931.

The aforegoing Petition having been read and considered it is thereupon ordered by the Circuit Court for Queen Anne's County in Equity this 21st day of February 1931; that the Clerk of this Court be, and he is hereby directed to issue a Writ of Subpoena directed to the said Richard L. Skinner commanding him to be and appear in this Court on the 9th March 1931, to answer the aforegoing Motion and show cause, if any there be, within fifteen days from the return day of said writ, why a Decree should not be entered as prayed.

LEWIN W. WICKES

Filed February 24th, 1931.

Richard L. Skinner, the Mortgagor in the above cause having been duly summoned to appear in accordance with the Order of this Court passed on the.....day of ..... 1931, as appears from return of the Sheriff to the Writ of Subpoena and no sufficient cause having been shown, under the terms of the said Order, it is this.... day of..... 1931 by the Circuit Court for Queen Anne's County in Equity adjudged and Ordered that the Decree of this Court be and it is hereby entered in favor of William S. Collins, the Plaintiff herein, for the sum of twelve hundred sixty-nine dollars and forty-four cents ($1269.44), against the said Richard L. Skinner with interest until paid from the date of the final Ratification of the Auditor's Account herein, and all costs of suit accrued since the Ratification of said Account.

SUBPOENA FOR REPONDENT TO
APPEAR AND ANSWER.
Filed February 26th, 1931.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Richard L. Skinner

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 second Monday of March next, to answer the complaint of Stephen R. Collins, Atty. named in 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 February, 1931
Issued the 24th. day of February, in the year 1931.

B. HACKETT TURNER Clerk.

Stephen R. Collins,

Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or othe defense in the office of the Clerk of this Court within fifteen days from the 9th. day of March next, being the Return Day

B. HACKETT TURNER Clerk.

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

I hereby certify that I served the within subpoena on Richard L. Skinner by readin the same to him and by leaving a copy thereof with him this 26 day of February, 1931.

J. ELMER ANTHONY
SHERIFF

Filed February 26th, 1931.

H38580

H3580

Cause No. 2843.

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

Thomas J. Keating Jr.	)	In the Circuit Court for
Attorney named in mortgage	)	Queen Annes County,
vs.	)	in Equity.
Alice A. Bennington	)	
Mortgagor	)	

To B. Hackett Turner, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Alice A. Bennington to Thomas J. Keating and Leila B. Keating dated August 14th, 1927 and recorded in Liber B. H. T. #7 folio 72 etc., and file in this cause a certified copy of said mortgage.

THOS. J. KEATING JR.

ATTORNEY NAMED IN MORTGAGE

CERTIFIED COPY OF MORTGAGE
Filed Sept. 26th, 1930.

::::::::::::::::::::::::::::::::::::

#12,561. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 5th. day of August, in the year nineteen hundred and twenty seven, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this fourth day of August, in the year nineteen hundred and twenty seven, by Alice A. Bennington, of Caroline County, in the State of Maryland.

WHEREAS, The said Alice A. Bennington is justly indebted unto Thomas J. Keating and Leila B. Keating and the survivor of them in the sum of Thirty Six Hundred Dollars ($3600.00), this being the balance of the purchase money exclusive of a lien of Nine Hundred Dollars ($900.00), on the hereinafter described land which said sum of Thirty Six Hundred Dollars the said Alice A. Bennington hereby agrees to pay at the expiration of five years accounting from January first, nineteen hundred and twenty seven and the interim to pay interest accounting from July first nineteen hundred and twenty seven.

AND WHEREAS it was a condition precedent to the conveyance of this property by the said Thomas J. Keating and Leila B. Keating, his wife, that these presents should and would be executed to secure the payment of the balance of the unpaid purchase money of Thirty Six Hundred dollars and the interest to accrue thereon each six months as herein specified and that the said Alice A. Bennington, should and would assume payment of said Nine Hundred Dollars represented by said lien.

NOW THEREFORE, in consideration of the premises and the sum of one dollar the said Alice A. Bennington does hereby grant and convey unto Thomas J. Keating and Leila B. Keating, his wife, and the survivor of them of Queen Anne's County, State of Maryland, their heirs and assigns in fee simple;

ALL that lot, tract or parcel of land situate, lying and being in the third election district of Queen Anne's County, State of Maryland, and on the right or West side of the public road leading from the Centreville-Corsica Neck Road to the Centreville-Wright's Neck Road, adjoining the lands of Dr. Samuel T. Earle, Mary J. Tilghman, Nannie M. Wright and the woodland of the grantors and being the same land particularly described in a deed of conveyance from Thomas J. Keating and wife, bearing even date herewith, and which said deed is intended to be recorded immediately preceding this mortgage, and which said deed is intended to convey unto this Mortgagor one hundred and fourteen acres of land more or less and for a more full and complete description of said land intended hereby to be conveyed reference is here-

by made to the aforesaid deed from said Thomas J. Keating and wife to this Mortgagor, Alice A. Bennington.

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

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

PROVIDED, that if the said Alice A. Bennington, her heirs, executors, administrators or assigns, shall well and truly pay to the said Thomas J. Keating and Leila B. Keating, his wife, and the survivor of them, their executors, administrators or assigns, the aforesaid sum of Thirty Six Hundred Dollars together with the interest to accrue thereon as above set forth as above set forth, and shall perform all the covenants, conditions and agreements herein on her part to be performed, then this mortgage shall be void; and until default be made in the premises the said Alice A. Bennington, her heirs and assigns shall possess said property.

AND the said Alice A. Bennington, her heirs, executors, administrators and assigns, hereby covenant to pay as they severally fall due, the the aforesaid lien to the amount ane extent of Nine Hundred Dollars with interest as aforesaid, 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 Mortgagees, their executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the 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 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 mortgagees, executors, administrators or assigns, or Thomas J. Keating, Jr., his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to Alice A. Pennington, 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 mortgagees, their executors, administrators or assigns, or Thomas J. Keating, 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 Alice A. Bennington, for herself, her heirs, executors, administrators and assigns, hereby covenant to pay.

And payments on account of principal may be made in the sum of Two hundred dollars before maturity/

Witness the hand and seal of the said Mortgagor.

TEST: J. D.Davis Alice A. Bennington (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I hereby certify that on this 4th. day of August, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public in and for County and State aforesaid, personally appeared Alice A. Bennington and acknowledged the aforegoing Mortgage to be her act.

In testimony whereof I hereunto subscribe my name and affix my Notarial seal the day and year first above written.

Notary
Public
Seal.

John D. Davis
Notary Public

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

I hereby certify that on this fifth day of August, in the year nineteen hundred and twenty seven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Thomas J. Keating, one of the within named mortgagees and made oath in due form of law that the consideration stated in the aforegoing mortgage is ture and bona fide as therein set out.

Notary
Public
Seal.

Robert Coursey
Notary Public.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 7, folios 72, etc., a Land Record Book for Queen Anne's County.

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

B. HACKETT TURNER Clerk.

Seal's
Place.

STATEMENT OF MORTGAGE DEBT.
Filed Jany. 2nd, 1931.

THOMAS J. KEATING, JUNIOR, ATTORNEY NAMED IN MORTGAGE, VS. ALICE A. BENNINGTON, MORTGAGOR.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHY #2843.

STATEMENT OF MORTGAGE DEBT.

Principal amount of mortgage from Alice A. Bennington to Thomas J. Keating and Leila B. Keating, his wife, Mortgagees, dated August 4th., 1927, -	$	3,600.00
Interest thereon from January 1st., 1930, to January 6th., 1931, -		219.60
	$	3,819.60
Attorney's commissions for collection of mortgage debt -		190.98
TOTAL MORTGAGE DEBT -	$	4,010.58

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

This is to certify that on this 2nd day of January, in the year nineteen hundred and thirty one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas J. Keating, Junior, Agent of Thomas J. Keating and Leila B. Keating and

Attorney named in the above mortgage, and made oath in due form of law that the aforegoing statement of mortgage debt due by Alice A. Bennington to Thomas J. Keating and Leila B. Keating, mortgagees, is true to the best of his knowledge and belief, and that he is the duly authorized Agent of the said Mortgagees to make this oath.

In testimony whereof, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary
Public
Seal.

VERNA CROWL nee MEARS
NOTARY PUBLIC.

Amended Statement of Mortgage Debt.

Total Amt. of Mortgage debt as heretofore filed	$4,010.58
Credit by amt. received, after the day of sale, from insurance los paid on a building burned prior to the day of sale	125.00
	$3885.58

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

I hereby certify that on this twenty second day of May in the year nineteen hundred and thirty one before me, the subscriber, the auditor of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, jr., the attorney of Thomas J. Keating and Leila B. Keating, Mortgagees named in the aforegoing statement of mortgage debt and he did make oath in due form of law that the aforegoing amended statement of mortgage debt is a true statement of the mortgage debt due under the mortgage in the above case and made necessary because of the receipt of the credit shown above received since the filing of the original statement.

SWORN before me.

Auditor of the Circuit Court of Queen Anne's County.

CERTIFIED COPY OF BOND
Filed January 6th, 1931.

Queen Anne's County, to wit:- Be it remembered that on the sixth day of January, in the year 1931, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas J. Keating, Jr. of Queen Anne's County, State of Maryland, as principal, and Fidelity and Deposit Company of Maryland, a body corporate, of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of four thousand dollars ($4,000.00) current money, to be paid to the said State of Maryland or its certain attorney, to which payment, well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd. day of January, 1931.

WHEREAS by virtue of the power of sale contained in a mortgage from Alice A. Bennington, widow, to Thomas J. Keating, and Leila B. Keating, his wife, mortgagees, dated August 4th. 1927, the said Thomas J. Keating, jr. as attorney named in said mortgage, is about to make sale of the mortgaged premises, default having occurred in the covenants contained in said mortgage, and has docketed suit for foreclosure in the Circuit Court for Queen Anne's County, in Equity, as will appear by reference to a cause in said Court entitled "Thomas J. Keating, Jr. Attorney named in mortgage, Vs. Alice A. Bennington" and No. 2843 on the Chancery Docket of said Court.

Now the condition of the above obligation is such that if the above bounden Thomas J. Keating, Jr. do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness: Verna Crowl
G. Gillis.

Thos. J. Keating, Jr. (SEAL)
Fidelity and Deposit
Company of Maryland, a
body corporate
By E. V. Shockley
Attorney in fact.

Seal's
Place.

H3580

And on the back of the aforegoing Bond was thus endorsed, to wit:-
At 9.35 A. M. January 6th. 1931 Bond filed and security approved.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, folio 117, 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 January, in the year 1931.

Seal's Place.

B. HACKETT TURNER

Clerk.

REPORT OF SALE
Filed Jan. 6th, 1930.

THOMAS J. KEATING, JUNIOR, ATTORNEY NAMED IN MORTGAGE,		IN THE CIRCUIT COURT
VS.		FOR
ALICE A. BENNINGTON, MORTGAGOR.		QUEEN ANNE'S COUNTY.

REPORT OF SALE.

To the Honorable, the Judges of said Court:

Report of sale of the real estate made in the above entitled cause by Thomas J. Keating, Junior, Attorney named in mortgage, respectfully shows unto your Honors:

That under and by virtue of the power of sale contained in a mortgage from Alice A. Bennington to Thomas J. Keating and Leila B. Keating, his wife, mortgagees, bearing date the fourth day of August, in the year nineteen hundred and twenty seven, and recorded in Liber B. H. T. No. 7, folio 72 &c., a land record book for Queen Anne's County, the said Thomas J. Keating, Junior, Attorney named in said mortgage, after default had occurred in the covenants contained in said mortgage, and after docketing suit for the foreclosure thereof in the Circuit Court for Queen Anne's County, in Equity, and after filing therein his bond in the penalty of four thousand dollars, approved by the Clerk of said Court as by law provided, did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, January sixth., nineteen hundred and thirty one, between the hours of one and two o'clock, p. m., and did offer and expose the real estate described in and conveyed by the aforesaid mortgage at public sale to the highest bidder, after reading the annexed advertisement of sale, which had been published once in each of four successive weeks, prior to the day of sale, in the Centreville Observer, a newspaper printed and published in Queen Anne's County, Maryland, a certificate of the publication thereof being filed herewith. In addition to reading said advertisement of sale the following announcements were made:

1. Taxes on said property for the year nineteen hundred and thirty are to be paid out of the proceeds of sale, they being in arrears.

2. Any overdue fire insurance premiums on the property will be paid up to the day of sale out of the proceeds and the purchaser will have to pay same from the day of sale.

3. Possession of the property will be given to the purchaser upon the final ratification of the sale by the Circuit Court for Queen Anne's County, in Equity.

The Auctioneer after crying the sale for some length of time did sell said real estate to Thomas J. Keating and Leila B.Keating, his wife, the mortgagees named in the aforesaid mortgage, they being then and there the highest bidders therefore, at and for the sum of three thousand dollars, ($3,000.00), which your Attorney believes to be a fair price for the property at the present time, it being subject to a prior lien of nine hundred dollars, ($900.00), as mentioned in the aforesaid mortgage.

The mortgagees being the purchasers, and the purchase price being less than the mortgage debt, have not been required to comply with the terms of sale, but upon final ratification thereof by this Honorable Court they will be ready to pay all proper costs and expenses thereof.

Respectfully submitted.

THOS. J. KEATING JR.
ATTORNEY NAMED IN MORTGAGE.

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

This is to certify that on this sixth day of January, in the year nineteen hundred and thirty one, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Junior, Attorney named in mortgage, and did make oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

Filed Jany. 3rd, 1931.

B. HACKETT TURNER
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY.

CERTIFICATE OF PUBLICATION OF SALE
Filed Jan. 6th, 1931.

MORTGAGE SALE
OF

SMALL FARM

UNDER AND BY VIRTUE of the power of sale contained in a mortgage from Alice A. Bennington To Thomas J. Keating and Leila B. Keating, his wife, mortgagees, bearing date the 4th day of August, 1927, and recorded in Liber B. H. T. No. 7 folio 72, etc., a land record book of Queen Annes County, default having occurred in the terms of said mortgage by reason of the non payment of interest thereon, the undersigned as Attorney named in mortgage, will sell at public sale to the highest bidder, on TUESDAY, JAN. 6, 1931 between the hours of 1 and 2 o'clock, p. m., in front of the Court House Door, in Centreville, Queen Anne's County, Maryland, the real estate conveyed by the aforesaid mortgage consisting of all that farm or tract of land now in the occupancy of H. C. Bennington, lying and being on the right or west side of the public road leading from the Centreville-Corsica Neck road to the Centreville-Wright's Neck road in the Third Election District of Queen Anne's County, Maryland, adjoining the lands of Dr. Samuel T. Earle, Mary J. Tilghman, Nannie M. Wright and the woodland of Thomas J. Keating being all that part of the farm, known as "The Dr. Holton Farm", lying on the right or west side of the said road, save and except therefrom the aforesaid woodland of Thomas J. Keating, which was a part of the Dr. Holton Farm and contains sixteen acres of land, more or less, leaving the net acreage of ONE HUNDRED AND FOURTEEN ACRES more or less, covered by this mortgage. The above described real estate is to be sold subject to a lien of nine hundred dollars in favor of one Mary Holton during her life time and after her death to William L. Holton, his executors, administrators or assigns, said lien of nine hundred dollars to bear interest at the rate of six per centum annually, payable semi annually to the parties entitled thereto as set out in the aforesaid mortgage.

THE IMPROVEMENTS consist of a nice modern frame dwelling and comparatively new outbuildings.

TERMS OF SALE: One-third of the purchase money will be required in cash at the time of sale and the remainder in two equal installments payable respectively in six and twelve months from day of sale with interest from day of sale upon the notes of the purchaser secured to the satisfaction of the undersigned.

THOS. J. KEATING, JR.
Attorney named in Mortgage
J. ELMER ANTHONY, Auct.

H38580

THE CENTREVILLE OBSERVER

Centreville, Md., January 6 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of Thomas J. Keating and Leila B. Keating, his wife, Mortgagees VS Alice A. Bennington, 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 thereof having been made in said newspaper on the 11th day of Dec. 1930, being more than twenty days before the 6th day of January 1931

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Filed 1/6/31

CERTIFICATE OF AUCTIONEER.

MORTGAGE SALE
OF
SMALL FARM

UNDER AND BY VIRTUE of the power of sale contained in a mortgage from Alice A. Bennington to Thomas J. Keating and Leila B. Keating, his wife, mortgagees, bearing date the 4th day of August, 1927, and recorded in Liber B. H. T. No. 7, folio 72, etc., a land record book of Queen Annes County, default having occurred in the terms of said mortgage by reason of the non payment of interest thereon, the undersigned as Attorney named in mortgage, will sell at public sale to the highest bidder, on TUESDAY, JAN. 6, 1931 between the hours of 1 and 2 o'-clock, p. m., in front of the Court House Door, in Centreville, Queen Anne' s County, Maryland, the real estate conveyed by the aforesaid mortgage consisting of all that farm or tract of land now in the occupancy of H. C. Bennington, lying and being on the right or west side of the public road leading from the Centreville-Corsica Neck road to the Centreville-Wright's Neck road in the Third Election District of Queen Anne's County, Maryland, adjoining the lands of Dr. Samuel T. Earle, Mary J. Tilghman, Nannie M. Wright and the woodland of Thomas J. Keating being all that part of the farm, known as "The Dr. Holton Farm," lying on the right or west side of the said road, save and except therefrom the aforesaid woodland of Thomas J. Keating, which was a part of the Dr. Holton Farm and contains sixteen acres of land, more or less, leaving the net acreage of ONE HUNDRED AND FOURTEEN ACRES more or less, covered by this mortgage. The above described real estate is to be sold subject to a lien of nine hundred dollars in favor of one Mary Holton during her life time and after her death to William L. Holton, his executors, administrators or assigns, said lien of nine hundred dollars to bear interest at the rate of six per centum annually,payable semi annually to the parties entitled thereto as set out in the aforesaid mortgage.

THE IMPROVEMENTS consist of a nice modern frame dwelling and comparatively new outbuildings.

TERMS OF SALE: One-third of the purchase money will be required in cash at the time of sale and the remainder in two equal instalments payable respectively in six and twelve months from day of sale with interest from day of sale upon the notes of the purchaser secured to the satisfaction of the undersigned.

THOS. J. KEATING, JR.
Attorney named in Mortgage

J. ELMER ANTHONY, Auct.

THIS is to certify that on the 6th. day of January 1931, I did, at the request of Thomas J. Keating Jr. Attorney, offer and expose the real estate mentioned in the annexed advertisement for sale to the highest bidder, crying said sale in front of the Court House Door in Centreville between one and Two o'clock P. M.

AFTER reading said advertisement the following announcements were made in addition to the terms set forth in the said advertisement:

1. Taxes on said property for the year nineteen hundred and thirty are to be paid out of the proceeds of sale, they being in arrears.

2. Any overdue fire insurance premiums on the property will be paid up to the day of sale out of the proceeds and the purchaser will have to pay same from the day of sale.

3. Possession of the property will be given to the purchaser upon thr final ratification of the sale by the Circuit Court for Queen Annes County, in Equity.

AFTER crying said sale for a reasonable length of time I did sell said real estate unto Thomas J. Keating and Leila B. Keating, his wife, the mortgagees they being then and there the highest bidders therefore, at and for the sum of Three Thousand dollars ($3,000.00) subject to the lien of nine hundred dollars mentioned in said advertisment.

J. ELMER ANTHONY
AUCTIONEER.

N I S I

Thomas J. Keating, Jr. Attorney named in mortgage.	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY
Alice A. Bennington, Mortgagor.	)	CHANCERY NO. 2843.

ORDERED, This sixth day of January A. D., 1931, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr. Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the eleventh 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 seventh day of February next.

The Report states the amount of sales to be $3,000.00.

B. HACKETT TURNER Clerk.

Filed Jany. 6th. 1931.

CERTIFIED COPY OF ORDER NISI
Filed March 12th, 1931.

NISI

Thomas J. Keating Jr., Attorney
named in mortgage.

VS.

Alice A. Bennington, Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2843.

ORDERED, This sixth day of January, A. D., 1931, that the sale of the real estate, made and reported in this cause by Thomas J. Keating Jr., Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the eleventh 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 seventh day of February next.

The Report states the amount of sales to be $3,000.00.

B. HACKETT TURNER, Clerk.

True Copy,
B. HACKETT TURNER, Clerk.
Filed January 6, 1931.

THE CENTREVILLE RECORD

Centreville, Md., Mar. 9th, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Thos. J. Keating Jr. Atty vs. Alice A. Bennington Chy. #2843. a true copy of which is hereto annexed, was inserted in THE CENTRRE-

H3580

VILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks (1st ins. Jan 8/31) before the 7th day of Jan. in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN, JR.

Filed March 12th, 1931.

FINAL ORDER OF RATIFICATION
Filed March 24th, 1931.

FINAL ORDER OF RATIFICATION

ORDERED, this 23rd day of March in the year nineteen hundred and thirty-one, by the Circuit Court for Queen Annes County, in Equity, that the sale of the real estate made and reported in this cause by Thomas J. Keating Jr., Attorney named in Mortgage, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order nisi; and the Attorney is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

LEWIN W. WICKES

Filed March 24th, 1931.

REPORT AND ACCOUNT OF AUDITOR
Filed May 26th, 1931.

Cause No. 2843.

Thomas J. Keating, jr., attorney named in mortgage, versus Alice A. Bennington, mortgagor.	In the Circuit Court for Queen Anne's County, in Equity.

To the Honorable, the Judges of said Court:

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

That these proceedings were had for the collection of a mortgage debt by foreclosure by sale of the mortgaged property and the proceeds of sale are not sufficient to pay the mortgage debt in full.

That in the within account the auditor has charged Thomas J. Keating, jr., the party making the sale, with the gross amount of the sale reported by him as made under the mortgage of this cause and then the auditor has allowed him thereout as follows:

His commissions for making the sale per terms of the mortgage, the costs of advertising the notice of sale and the several orders nisi of the sale, the costs of his bond filed in the cause, taxes for year 1930 on the property sold paid by him, the court costs of the cause paid by him and the fee of the auditor.

That the balance of the gross sale remaining after these allowances is, by the within account distributed unto Tjomas J. Keating and Leila B. Keating, his wife and unto the survivor of them, the mortgagees named in the mortgage in this cause, in part payment of their mortgage claim as shown due on the day of sale by the amended statement of debt filed in this cause.

The auditor has made and appended to the account a statement showing the balance due by the mortgagor to the mortgagees after the application to the mortgage debt of the surplus mortgage sale of this cause.

Which is respectfully submitted.

MADISON BROWN

May 22, 1931. Auditor.

Cause No. 2843.

The proceeds of the sale of the mortgaged real estate of Alice A. Bennington, mortgagor, in account with Thomas J. Keating, junior, attorney named in the mortgage described in this cause, and as such the party making the sale set forth in the report of sale filed in this cause.

1931, Jan. 6	CR. By gross amount of the sale of said real estate, per report of sale filed, to wit: the sum of		$3,000.00
	DR.		
" "	To Thomas J. Keating, jr., party making sale of this cause, for his commissions for so doing, per terms of mortgage, to wit: the sum of . . . . . $	165.00	
	To do., for the costs of advertising sale in Centreville Observer, per receipt account for same exhibited, to wit: the sum of	48.39	
	To do., for the costs of advertising the order nisi on sale in Centreville Record, per receipted account for same exhibited, to wit: the sum of	5.00	
	To do., for the costs of his bond containing corporate surety filed herein, per receipt of said surety exhibited, to wit: the sum of	12.00	
	To do., for the amount of state and county taxes on property sold for year 1930, paid by him, per tax statement receipted, exhibited, to wit: sum of . .	69.16	
	To do., for the amount of the court costs of this cause paid to Clerk, per receipted statement exhibited: Costs of B. H. Turner, Clerk . . . . . $18.75 Appearance fee of T. J. Keating, jr. 10.00	28.75	
	To do., for the costs of advertising order nisi to be passed as to this audit, to wit: the sum of	3.00	
	To Madison Brown, auditor, for stating this account. . .	9.00	
	$	340.30	
	To Thomas J. Keating and Leila B. Keating, his wife, and the survivor of them, on account of their mortgage claim, this balance which is not sufficient to pay their claim in full, to wit: the sum of	2,659.70	
		$3,000.00	$3,000.00

STATEMENT OF MORTGAGE DEBT.

Alica A. Bennington, mortgagor, to Thomas J. Keating and Leila B. Keating, his wife . . . . . Dr.

1931, Jan. 6:	To amount of the mortgage debt due this day (day of sale) per amended statement filed, to wit: the sum of	$3,885.58
CR:	By amount distributed to the mortgagees above	2,659.70
DR:	To balance due by the mortgagor to the mortgagees bearing interest from January 6, 1931	$1,225.88

May 22, 1931

MADISON BROWN
Auditor.

Filed May 26th, 1931.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Junior attorney named in mortgage	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
Alice A. Bennington, mortgagor.	IN EQUITY
	CASE NO. 2843.

ORDERED, This 26th day of May 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 20th. day of June 1931; provided a copy of this order be published

H38580

once a week in each of two successive weeks before the 13th. day of June, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed May 26th. 1931.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Oct. 9th, 1931.

THOMAS J. KEATING, JR., Attorney named in mortgage,	⁝	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY,
vs.	⁝	
ALICE A. BENNINGTON, Mortgagor.	⁝	Case No. 2843.

ORDERED, This 26th day of May 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 20th day of June 1931; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of June 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk
True Copy,
Test: B. HACKETT TURNER, Clerk
Filed May 25th 1931.

THE CENTREVILLE RECORD

Centreville, Md., Oct. 9th, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Thomas J. Keating, Jr. Attorney named in mortgage vs. Alice A. Bennington, mortgagor, Case #2843, 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 13 day of June in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins

ORDER OF COURT
Filed Oct. 15th, 1931.

THOMAS J. KEATING, JR., Attorney named in mortgage,	⁝	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY,
vs.	⁝	
ALICE A. BENNINGTON, mortgagor.	⁝	Case No. 2843.

ORDERED this 13th day of October in the year nineteen and thirty one, by the Circuit Court for Queen Anne's County, in Equity, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order nisi; and the Attorney named in mortgage is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may be received.

LEWIN W. WICKES

Filed October 15th, 1931.

H38580

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CHANCERY CAUSE NO. 2746.

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

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

In the Matter of the ex-parte Petition of
Madison Brown, administrator cum testamento
annexo of the personal estate of Thomas H.
Dodd, deceased.

To the Honorable, the Judges of said Court:-

The petition of Madison Brown, administrator cum testamento annexo of the personal estate of Thomas H. Dodd, late of said county, deceased, unto Your Honors respectfully sets forth:-

1. That James Henry Dodd, late of Queen Anne's County, departed this life sometime in the month of January in the year nineteen hundred and twelve, leaving a last will and testament bearing date August 21, 1909, and a codicil thereto bearing date December 21, 1911, and a second codicil thereto bearing date January 15, 1912 duly executed in accordance with law relating to execution of wills, all of which were on the seventh day of February, 1912, duly admitted to probate before the Orphans' Court of said county and all of which are now duly recorded in Liber R.W.T. No. 2, a will record book of said county, on folio 44, etc; a certified copy of said will and codicils marked "Exhibit No. 1" is filed herewith as part hereof.

2. That the said James Henry Dodd at the time of his death as aforesaid was possessed of certain goods and chattels and was seized and possessed of three lots or tracts of land, to wit:

(1) The farm called in his will his "Home Farm" situated in Wye Neck in Fifth Election District of said County, containing two hundred and twenty six acres and two perches of land, more or less, and being the land allowed unto him in a Deed of Partition made between him, and Thomas H. Dodd and others, dated July 17, 1878, and recorded in Liber J. W. No. 8, a land record book of said county, on folio 307.

(2) A lot of Woodland situated in Wye Neck in the Fifth Election District of said county known as (and so called in said will) "Woodlot No. 1", containing thirty six acres, two roods and four perches of land.

(3) A farm called "The Annie C. Bryan Farm".

3. That shortly after the admission to probate of said will and codicils, letters testamentary thereunder were granted in due form of law unto Francis T. Tagg, named in said will and codicils as the executor thereof, and he proceeded to administer the estate of the said testator in accordance with the said will and codicils.

4. That as will appear by reference to said last will and testament (paragraph 3) the said testator bequeathed unto his wife, Mollie Baynard Dodd, for her life, and no longer, his household furniture, and certain other goods and chattels (hereinafter called "personal property") all of which were duly delivered unto her by said executor.

5. That as will appear by reference to said last will and testament (paragraph 4) the said testator did devise the farm called (as above) the "Home Farm" and said "Woodlot No. 1" unto his said wife, Mollie Baynard Dodd for the term of her life, but no longer.

6. That said Francis T. Tagg in his lifetime sold the farm called (as above) "The Annie C. Bryan Farm" and did otherwise perform all the duties imposed upon him as said executor which he could perform during the lifetime of the said Mollie Baynard Dodd, and he departed this life sometime in the year nineteen hundred and twenty four, leaving the said Mollie Baynard Dodd surviving him.

7. That the said Mollie Baynard Dodd departed this life on or about the fifth day of May, nineteen hundred and twenty eight.

8. That as will appear from said last will and testament (paragraphs 2,3 and 4) the said testator did provide that at the death of Mollie Baynard Dodd his said "Home Farm" his said "Woodlot" called "Number 1", the personal property bequeathed by him unto his said wife for her life, together with any of his other property remaining then unsold, should be sold and disposed of for division of the proceeds of the sales between Thomas H. Dodd, his brother, Elizabeth Armstrong, Mollie Bailey and Annie C. Bryan, his sisters, Henrietta Hoopes, Ida Mae Dodd and Bertie Dodd, his nieces, in the proportions set forth in paragraph 10 of this petition, and the testator by his will and codicil did confer power and authority to make said sales upon Francis T. Tagg as executor as aforesaid, and in case of his death upon Thomas H. Dodd (his brother) and J. Frank Harper named in said codicil as executors to succeed Francis T. Tagg in case of his death.

9. That the said Thomas H. Dodd, the brother of the said testator mentioned in said will, departed this life in the lifetime of the said Millie Baynard Dodd, to wit:

Sometime in the month of February 1915, leaving a last will and testament dated May 22, 1915, and now duly recorded among the will record books of said county as a duly probated will, and letters of administration upon his personal estate with a copy of his will unto said letters annexed were heretobefore granted unto your petitioner; a copy of said will, marked "Exhibit No. 2" is filed herewith as a part hereof; a certificate of the grant of said administration marked "Exhibit No. 3" is filed herewith as part hereof.

10. That as will appear from said last will and testament (paragraph 17) the said testator did give and bequeath the proceeds of the sale of said "Home Farm", of said woodlot and of said personal property mentioned in paragraph 8 of this petition to the persons named below in the following proportions, to wit:

(a) Twenty per centum (20%) thereof unto his said brother, Thomas H. Dodd,

(b) Twenty per centum (20%) thereof unto his sister, Elizabeth Armstrong, for her life with the remainder to her children.
(c) Twenty per centum (20%) thereof unto his half sister, Mollie Bailey, for life with remainder to her children,
(d) Thirteen and one third per centum (13 1/3%) thereof unto his half sister, Annie C. Bryan, for her life, with remainder to her children.
(e) Six and two thirds (06 2/3%) per centum thereof unto his niece, Henerietta Hoopes,
(f) Six and two thirds per centum (06 2/3%) thereof unto his niece, Ida Mae Dodd,
(g) And thirteen and one third per centum (13 1/3%) thereof unto his niece, Bertie Dodd.

(See in conjunction with paragraph 17 of will	
(paragraph 7 of will wherein Thomas H. Dodd is	
(bequeathed the sum of	$3,000.00
(paragraph 8 of will wherein Elizabeth Armstrong	
(is bequeathed the sum of	3,000.00
(paragraph 9 of will wherein Mollie Bailey is	
(bequeathed the sum of	3,000.00
(paragraph 10 of will wherein Annie C. Bryan is	
(bequeathed the sum of	2,000.00
(paragraph 11 of will wherein Henrietta Hoopes is	
(bequeathed the sum of	1,000.00
(paragraph 12 of will wherein Ida May Dodd is	
(bequeathed the sum of	1,000.00
(paragraph 13 of will wherein Bertie Dodd is	
(bequeathed the sum of	2,000.00
(Total of these bequests is the sum of	$15,000.00

11. That J. Frank Harper named in said will with the said Thomas H. Dodd, an executors, in case of the death of said Francis T. Tagg, has refused to administer upon the estate of the said James H. Dodd and to make the sales directed by said testator of the "Home Farm" and of said personal property.

See certificate hereunto attached addressed to the court.

12. That of the personal property so bequeathed as aforesaid and so delivered as aforesaid unto the said Mollie Baynard Dodd for her life only a few articles of household furniture remain and these articles are worth according to information obtained by your petitioner about the sum of one hundred dollars.

13. That your petitioner is advised and avers that that part of the sales of said "Home Farm", woodlot and personal property bequeathed as aforesaid unto the said Thomas H. Dodd is payable unto him, your petitioner, by reason of the death of the said Thomas H. Dodd, as aforesaid, as the personal property of the said Thomas H. Dodd.

14. That as both the said Francis T. Tagg and Thomas H. Dodd, are dead, and the said J. Frank Harper has declined to carry out the sales provided in said will of said "Home Farm" and of said personal property and of said woodlot, your petitioner is advised that he is entitled to have a trustee appointed upon this, his petition, by this Honorable Court to sell under the direction of this court, the said "Home Farm", woodlot and the said personal property and to convey the same unto the purchaser or purchasers thereof, and to apply under the direction of this Court the money arising from the said sales to the purposes intended therefor by the said testator.

15. That your petitioner is advised or informed that the said real estate is worth from $12,000.00 to $15,000.00; that no property of the said testator remains to be sold under his will other then this real estate and the articles of furniture hereinbefore mentioned.

16. That no administration upon the estate of Thomas H. Dodd has been granted by the Orphans' Court of said county to any one since the death of Francis T. Tagg, nor have any proceedings in said Court for the sale of said real estate and personal property been begun since the death of said Mollie Baynard Dodd.

Your Petitioners, therefore, prays this Honorable Court:

1st. to appoint a trustee or trustees.

(1) To sell the said "Home Farm" of the said James Henry Dodd and said woodlot No. 1 of said James Henry Dodd and that personal property bequeathed unto Mollie Baynard Dodd for her life now remaining available for sale under direction of this Court,

(2) To convey the property sold unto the purchasers thereof,

(3) To apply the money arising from the said sales to the purposes intended therefor by said testator under the direction of this court.

2nd. And for such other and further relief as his case may require.
And as in duty bound, etc.

Madison Brown
Administrator cum testamento annexo of Thomas H. Dodd.

Elizabeth Armstrong.

Harper & Horney
Attorneys for petitioner.

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

I hereby certify that on this 7th. day of June in the year nineteen hundred and twenty eight, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, the administrator cum testamento annexo of the personal estate of Thomas H. Dodd, petitioner above named, and he did make oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

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

Filed June 7th. 1928.

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

It is not my desire to apply for administration C. T. A. D. B. N. upon the estate of James H. Dodd, mentioned in the within and attached petition, for the purpose of executing the sale directed by the said testator, James H. Dodd, to be made after the death of Mollie Baynard Dodd, his wife, and I hereby decline to execute the trust mentioned in said will and desire that this Court shall appoint a Trustee to execute said sale under the said petition.

Respectfully submitted,

J. Frank Harper

"EXHIBIT NO. 1".
Filed June 17th 1928.

I, JAMES HENRY DODD, of Carmichael, Queen Anne's County, in the State of Maryland, being of sound and disposing mine and memory, do make, publish and declare this to be my last Will and Testament, hereby revoking any other will which heretofore I may have made. And as to my wordly estate, and all the property, real, personal or mixed, of which I shall die seized or possessed, or to which I shall be entitled at the time of my decease, I devise, bequeath and dispose thereof in the manner following, that is to say:

My will is, that all my just debts and funeral expenses shall by my executor, hereinafter named, be paid out of my estate, as soon after my decease as shall by him be found convenient.

I give, devise and bequeath to my wife, Mollie Baynard Dodd, my horse named "Henry", together with my two carriages and the harness thereof.

I give, and bequeath to my wife, Mollie Baynard Dodd, as long as she lives, all the household furniture, books, chattels and effects which shall at my decease be in my dwelling house, except money and securities for money, accounts, vouchers, deeds and other evidences of debt or title, which shall to into the hands of my executor. At her decease, the said furniture, chattels, etc. shall be sold and disposed of as hereinafter provided.

I give and devise to my wife, Mollie Baynard Dodd, for her use, improvement and income as long as she shall live, and in lieu of her dower, my dwelling house and farm, containing about two hundred and twenty six acres and two perches, and known as the "Home Farm". To this farm- and for the use and benefit of the farm, is to be added a wood lot marked number One in a survey made by S. Chester Coursey, June 27, 1907, and containing thirty six acres, two roods and four perches. At the decease of my wife- The Home Farm and this wood lot shall be disposed of as hereinafter provided.

It is my will that the productiveness of my home farm shall be maintained by the use of such fertilizing agents as the laws of successful agriculture require.

It is my will and request that my farm known as the Annie C. Bryan farm, and located in Wye Neck, Queen Anne's County, Maryland, and a wood lot in the same community, and marked Number Two In a survey made by S. Chester Coursey, June 29, 1907, together with all my horses (except the one known as Henry), cattle, hogs, sheep and farming implements of every kind, be sold within a reasonable time after my deceased, and under such conditions as in the judgment of my executor seems most favorable, and the proceeds disposed of as hereinafter provided.

I give and bequeath to the Trustees of Wye Methodist Protestant Church, for the use and benefit of said Church, one thousand dollars to be paid in full, together with five shares of the bank stock of Centreville National Bank, of Centreville, Queen Anne's County, Maryland. Provided the trustees covenant and agree, with my executor, in a signed contract, to care for and keep in proper order, the fences, tombstones and grounds of a grave yard on my home farm, where my people are buried, and where I intend that my body shall repose.

I give and bequeath to my niece, Anna Bryan, wife to Olin Bryan, of Philadelphia, the life insurance policy numbered 56,138, insured July 13, 1898, by The John Hancock Mutual Life Insurance Company, on the life of Olin Bryan, and by him transferred to me in the settlement of certain claims.

I give and bequeath to my brother, Thomas H. Dodd, of Carmichael, Queen Anne's County, Maryland, three thousand dollars.

I give and bequeath to my half sister, Mrs. Elizabeth Armstrong, of Centreville, Maryland, and wife of W. M. Armstrong, the interest on three thousand dollars, during her life time; the principal to be held in trust and be paid to her children at her death.

I give and bequeath to my half sister, Annie C. Bryan, wife of J. E. Bryan of Stevensville, Kent Island, Maryland, the interest on two thousand dollars, during her life, the principal to be held in trust and to be paid to her children at her death.

To my niece, Mrs. Henrietta Hoopes, of Wilmington, Delaware, I give and bequeath one thousand dollars.

To my niece, Ida May Dodd, of Carmichael, Queen Anne's County, Maryland, I give and bequeath one thousand dollars.

To my niece, Bertie Dodd, of Wilmington, Delaware, I give and bequeath two thousand dollars.

To my niece, Susan Wood, of Centreville, Maryland, I give and bequeath one thousand dollars.

To my friend Lila Bailey, a niece of my wife, and daughter of William Bailey, I give and bequeath one thousand dollars.

To John Wright, colored, a faithful servant, if living at the time of my death, or at the time when my executor shall pay off the legacies as directed in this will, I give the sum of two hundred dollars.

After the death of my wife, it is my will and desire that the home farm, with any other property of which I am possessed, real, personal or mixed, shall be disposed of and divided between Thomas H. Dodd, Elizabeth Armstrong, Mollie Bailey, Annie C. Bryan, Henrietta Hoopes, Ida May Dodd and Bertie Dodd, in the same proportions and under the same conditions as the above bequests made to them in this will.

I desire to make this further provision that any attempt on the part of any heir mentioned in this will, to change or modify it, shall by such act be precluded from any share in my estate.

I direct my executor hereinafter named to pay over to my wife, Mollie Baynard Dodd, from time to time, for one calendar year after my death, the income from the "Home Farm", as the same may be realized and collected by him.

And lastly, I do hereby nominate and appoint Francis T. Tagg of Baltimore City, to be the executor of this my last Will and Testament, who shall bond in some responsible bonding company, the cost of said bond to be paid out of my estate.

IN WITNESS WHEREOF, I, James Henry Dodd, have to this my last will and testament, consisting of four sheets of paper, subscribed my name and affixed my seal this twenty first day of August in the year of our Lord one thousand nine hundred and nine.

Jas. H. Dodd (SEAL)

SIGNED, SEALED, PUBLISHED and DECLARED by the said James H. Dodd, 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 therein.

Hiram G. Dudley,

E. B. Van Dyke,

T. R. Woodford.

State of Maryland

Baltimore City.

I hereby certify that on twenty first day of August 1909 Hiram G. Dudley, E. B. Van Dyke and T. R. Woodford appeared personally and signed the last will and testament of James H. Dodd as witnesses.

Witness my hand and Notarial Seal.

Mark O. Shriver, Jr.

Notary Public.

CODICIL.

I, James Henry Dodd, the within named testator, do hereby make and publish this codicil to my last will and testament, hereto annexed and bearing date on the day of 4 Dec. 21, A. D. 1911, in manner following, to wit:-

(1) I give and bequeath to Henrietta Hoopes of Wilmington, Delaware, the daughter of Henry Hoopes and Henrietta Hoopes the sum of One Thousand Dollars.

(2) In reference to the legacy to Wye Methodist Protestant Church, as found in the within and annexed will, it is my will and desire that the said legacy shall be vested in the

trustees of said Church upon the following trusts, to wit:-

That so much of the annual interest or income from the said legacy as may be necessary for the purpose shall be applied to keeping in proper order and state of repair the graveyard on my farm known as "The Cloverfields Farm", in which my parents and other relatives are buried, and in which it is my will that my body, shall repose after my decease; and that the residue of the annual interest or income from the said legacy shall be applied to the use and benefit of the said Wye Methodist Protestant Church; and if for any reason the said legacy shall fail or lapse, the same shall revert to my heirs in pro rata distribution, as they are named and mentioned in the within and annexed will.

(3) It is my will that Rev. F. T. Tagg shall be the Executor of my last will and testament and this codicil thereto, who shall settle my estate in accordance with the directions and specifications of the within and annexed will; but should the said Rev. F. T. Tagg die, or from any cause be disabled or incompetent to execute my said last will and testament and this codicil thereto, then it is my will and desire that Mr. J. Frank Harper, of Centreville, Md. and my brother Thomas H. Dodd, of Carmichael, Md., shall be Executors of my last will and of this codicil thereto.

WITNESS my hand and seal this 21 day of Dec., 1911.

Jas. H. Dodd (Seal)

Signed, sealed, published and declared by the testator as a codicil to his last will and testament dated on the 21 day of Dec. 1911, in our presence, who at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

Joseph L. Mills

Ralph C. Baynard

Claudia M. Baynard.

Codicil to the Will of James H. Dodd.

I hereby will and bequeath to my brother Thomas H. Dodd One Thousand Dollars ($1000.00) to be paid out of the proceeds of the sale of my personal property by my executor, Rev. F. T. Tagg, on the following conditions, that said <u>said</u> Thomas H. Dodd shall use the same in building a dwelling house at Carmichael, to be rented for the home or residence of the blacksmith and wheelwright living in Carmichael and renting the shop of the said Thomas H. Dodd. The aforesaid house is to be the property of Thomas H. Dodd in fee simple.

This codicil is signed and sealed by me in the presence of two witnesses on the 15th day of Jan. 1912.

Jas. H. Dodd (Seal)

We hereby certify that this paper was signed and sealed by Jas. H. Dodd in our presence as a codicil to his last will and testament, who at his request, in his presence and the presence of each other, have hereunto subscribed our names as witnesses, this 15th day of January, 1912.

Joseph L. Mills

Ralph C. Baynard

Claudia M. Baynard.

State of Maryland,

Queen Anne's County, Sct:

30th day of January, 1912

Then came Dr. F. T. Tagg, Custodian and in the presence of Almighty God he did solemnly promise or declare, in due form of law, that he does not know of any Will or Codicil to a Will of James H. Dodd, late of said County, deceased, other than the aforegoing Instrument of Writing, and that he received the same from the hand of deceased, on or about the 21st day of August, 1909.

Cert: per

Test: Robert W. Thomas

Register of Wills for Queen Anne's County.

State of Maryland,
Queen Anne's County, Sct:
Second day of February, 1912.

Then came Hiram G. Dudley, E. B. Vandyke and T. R. Woodford subscribing witnesses to the aforegoing last Will and Testament of James Henry Dodd, late of the County aforesaid, deceased, and in the presence of Almighty God they did solemnly promise or declare in due form of law, that they did see 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, 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.

State of Maryland,

Queen Anne's County, Sct:

7th day of February, 1912

Then came J. L. Mills, Ralph Baynard and Claudia Baynard, subscribing witnesses to the aforegoing Codicil to the last Will and Testament of James Henry Dodd, late of the County aforesaid, deceased, and in the presence of Almighty God they did solemnly promise or declare, in due form of law, that they did see the testator therein named, sign and seal the said Codicil to said Will; that they heard him publish, pronounce and declare the same to be his Codicils, to his last Will and Testament, that they know of no other Codicils to said Will other than the above instrument, 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 respectively subscribed their names as witnesses to said Codicils 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 ANNE'S COUNTY:

The aforegoing last Will and Testament of James H. Dodd, late of Queen Anne's County, deceased, having been exhibited for Probate, and no objection thereto having been filed, although notice according to the direction of the Court, appears to have been given to the next relations of said deceased;

The Court, after having carefully examined the said will and also, the evidence adduced as to its validity,

Orders and decrees, this Seventh day of February, 1912, that the same be admitted in this Court as the true and genuine last Will and Testament of the said James H. Dodd, deceased.

W. J. Price, Jr.

Jos. B. Cook

Harry Clark

Judges of the Orphans' Court for Queen Anne's County, Maryland.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the LAST WILL AND TESTAMENT WITH THE CODICIL THERETO ANNEXED, OF JAMES H. DODD, LATE OF QUEEN ANNE'S COUNTY, DECEASED, as filed and passed in this office on JANUARY 30th. 1912, and recorded in Liber R. W. T. No. 2 Folio 44 etc. in the Orphans' Court for Queen Anne's County, Maryland.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this seventh day of June, 1928.

Wm. T. Bishop
Register of Wills for Queen Anne's County, Maryland.

H3580

"EXHIBIT NO. 2".

Filed June 7th. 1928.

I, Thomas H. Dodd, 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 as and for my last will and testament, in manner following, that is to say:

Item 1. I give and devise unto my wife, Annie M. Dodd, for and during the term of her natural life and no longer, all the following described parcels of real estate, to wit: All my Home Farm known as "Brooklyn", situate near Carmichael, in the Fifth Election District of Queen Anne's County, Maryland, meaning by said farm the dwelling house now occupied by me and the outbuildings and land used by me in connection therewith, that part of said farm now in the tenancy and occupation of my son, James F. Dodd, and the store house now occupied by B. C. Holden, and the land used in connection therewith; and also my blacksmith shop situate on the west side of the public road leading through Carmichael and opposite said farm, and the land used in connection therewith, and including the dwelling house about to be erected on said land.

Item 2. I give and devise to my daughter, Mary Elizabeth Holden, for and during the term of her natural life and no longer, the dwelling house now occupied by the said Mary Elizabeth Holden situate at Carmichael, in Queen Anne's County, aforesaid, on the west side of the public road leading through said village of Carmichael, and the land used connection with said dwelling house.

Item 3. The devise hereinbefore made in favor of my wife I hereby declare to be in lieu of her dower in all my real estate, but not in lieu of her thirds in my personal property, which thirds in my personal estate it is my will that my said wife shall take and receive as provided by law.

Item 4. I do hereby authorize, empower and direct my Executors hereinafter named, and the survivor of them, to sell at public sale as soon after my decease as they or the survivor of them may deem advisable all my farm known as the "Annie C. Bryan Farm", situate in the Fifth Election District of Queen Anne's County aforesaid, containing two hundred and forty seven acres, three roods and twenty one perches of land, more or less, being the same land described as "Parcel Number One" in the deed to me from Francis T. Tagg, Executor of James H. Dodd, deceased, dated January 11th., 1913, and recorded in Liber W.F.W. No. 2, fol. 490 &c., a land record book of Queen Anne's County aforesaid, for such price or prices and upon such terms and conditions as to them or the survivor of them may seem best, and to apply the proceeds of the sale of said land to the payment of the expenses incident to such sale and the mortgages resting upon said land, the residue of said sale to pass as real estate under the following Item or Item five of this my last will and testament.

Item 5. 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 required and wheresoever located, to my five children, Thomas H. Dodd, Junior, Ida Mae Dodd, James F. Dodd, Mary Elizabeth Holden and Henry Dodd, to be equally divided between them, share and share alike.

Item 6. I do hereby constitute and appoint Annie M. Dodd, Francis T. Tagg 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 affixed my seal this 22nd day of May, in the year nineteen hundred and thirteen.

Thos. H. Dodd (SEAL)

Signed, sealed, published and declared by Thomas H. Dodd, the above named testator, as and for his last will and testament, in the presence of us, who at his request, in his presence, and in the presence of each other, have subscribed our names as witnesses thereto.

E. T. Paca

S. K. Horney.

State of Maryland,

Queen Anne's County, Sct:

Then came Francis T. Tagg, 16th day of February, 1915, and in the presence of Almighty God he did solemnly promise and declare with uplifted hand, in due form of law, that he does not know of any Will or Codicil to a Will of Thomas H. Dodd, late of said county, deceased, other than the aforegoing Instruments of Writing, and that he received the same from Ida Mae Dodd, daughter of said Thomas H. Dodd, on or about the fifteenth day of February, 1915.

Cert: per

Test: Wm. T. Bishop

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

State of Maryland,

Queen Anne's County, sct:

19th day of February, 1915,

Then came Samuel K. Horney one of the subscribing witnesses to the aforegoing last Will and Testament of Thomas H. Dodd, late of the County aforesaid, deceased, and in due form of law he did solemnly promise or declare, with uplifted hand, that he did see the testator therein named, sign and seal the said Will; that he heard him publish, pronounce and declare the same to be his last Will and testament, and that at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding, and that he, together with E. Tilghman Paca the other subscribing witness, respectively subscribed their names as witnesses to said Will, in the presence and at the request of said testator and in the presence of each other.

Wm. T. Bishop, Register of Wills.

State of Maryland,

Queen Anne's County, Sct:

20 day of February, 1915.

Then Came E. Tilghman Paca, one of the subscribing witnesses to the aforegoing last Will and Testament of Thomas H. Dodd, late of the County aforesaid, deceased, and in due form of law he did solemnly promise or declare, with uplifted hand, that he did see the testator therein named, sign and seal the said Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding, and that he together with Samuel K. Horney, the other subscribing witness, respectively subscribed their names as witnesses to said Will, in the presence and at the request of said testator and in the presence of each other.

Cert: per

Wm. T. Bishop

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

I, Thomas H. Dodd, the within named testator, do hereby make and publish this codicil to my last will and testament, bearing date the 22nd day of May, 1914 in manner following to wit:

I desire to witness to the ownership of my son Thomas Dodd in the follow__ named property; the gray horse known as Henry; a white faced jersey cow, and about two tons of hay now in the loft. It is my desire that this property shall not be appraised nor reckoned as a part of my estate.

I desire and direct that the piano in my house together with some pieces of furniture in my possession are the property of my daughter Ida Mae Dodd should not be appraised nor reckoned with my property as any part of my estate.

It is my will and desire that one black horse, Tobe & all the other furniture in my house shall become the property of my wife without appraisement or reservation, as witness my hand and seal, this 24 day of Sept 1914.

his
x
Thomas H. Dodd
mark.
Thomas H. Dodd (Seal)

Witnesses:
Joseph L. Mills
Allan Haldeman.

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

On this 23rd day of February, in the year nineteen hundred and fifteen, came J. L. Mills, one of the subscribing witnesses to the aforegoing codicil bearing date the twenty-fourth day of September, in the year nineteen hundred and fourteen, to the last will and testament of Thomas H. Dodd, late of said county, deceased, and made oath in due form of law that he saw the said Thomas H. Dodd sign and seal the said codicil; that he heard him publish, pronounce and declare the same to be a codicil to his last will and testament; that at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding; that he subscribed his name as a witness to said codicil in the presence of the said Thomas H. Dodd and at his request; that shortly thereafter and before the said J. L. Mills had left the presence of the said Thomas H. Dodd, Allan Haldeman, the other subscribing witness to said codicil, came into the presence of the said Thomas H. Dodd, and at the request of the said Thomas H. Dodd and in his presence and in the presence of him, the said J.L. Mills, the said Allan Haldeman signed his name as a witness to the said codicil.

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Sworn to before

Wm. T. Bishop
Register of Wills for Queen
Anne's County.

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

On the nineteenth day of February, in the year nineteen hundred and fifteen, came Allan Haldeman, one of the subscribing witnesses to the aforegoing codicil bearing date the twenty-fourth day of September, nineteen hundred and fourteen, to the last will and testament of Thomas H. Dodd, late of said county, deceased, and made oath in due form of law that he was requested by the said Thomas H. Dodd, the testator, to sign his name as a witness to said codicil, J. L. Mills, the other subscribing witness to said codicil, being present at the time the said request was made; that the said testator, the said Thomas H. Dodd, had already signed said codicil and that the said J. L. Mills had at that time already signed his name as witness to said codicil; that this affiant asked the said Thomas H. Dodd in the presence of the said J. L. Mills if the signature Thomas H. Dodd was his signature and the said Thomas H. Dodd replied that it was; that this affiant then asked the said J. L. Mills in the presence of the said Thomas H. Dodd if the signature J. L. Mills was his signature and the said J. L. Mills replied that it was; that your affiant thereupon at the request and in the presence of the said Thomas H. Dodd and in the presence of the said J. L. Mills, signed his name as a witness to the said codicil; that he heard the said Thomas H. Dodd publish, pronounce and declare the same to be a codicil to his last will and testament; and that at the time of his so doing the said Thomas H. Dodd was, to the best of his apprehension, of sound and disposing mind, memory and understanding.

Sworn to before

Wm. T. Bishop
Register of Wills for Queen
Anne's County.

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

On this twenty third day of February, in the year nineteen hundred and fifteen, came Ida Mae Dodd, and made oath in due form of law that she did receive the aforegoing last will and testament of Thomas H. Dodd and the aforegoing codicil of the said Thomas H. Dodd to his last will and testament, from the said Thomas H. Dodd in his lifetime for safe keeping; that she retained possession of the same from the time she received the same as above set forth until the fifteenth day of February, in the year nineteen hundred and fifteen, when she did deliver the same unto Francis T. Tagg, one of the executors named in said last will and testament.

Ida Mae Dodd.

Sworn before

Wm. T. Bishop
Register of Wills for Queen
Anne's County.

IN THE ORPHANS COURT FOR QUEEN ANNE'S COUNTY:

The aforegoing last will and testament of Thomas H. Dodd and codicil thereto late of Queen Anne's County, deceased, having been exhibited for Probate, and no objection thereto having been made, although notice according to the direction of the Court, appears to have been given to the next relations of said deceased;

The Court, after having carefully examined the said Will and codicils thereto and also, the evidence adduced as to its validity,

Orders and decress, this 23rd day of February, 1915, that the same be admitted in this Court as the true and genuine last Will and Testament and codicils thereto of the said Thomas H. Dodd, deceased.

W. J. Price, Jr.

Jos. B. Cook

Harry Clark.

Judges of the Orphans' Court for Queen Anne's County.

We, the undersigned, Annie M. Dodd, widow, and Thomas H. Dodd, James Dodd, Ida M. Dodd, Henry Dodd and Mary E. Holden, children of the late Thomas H. Dodd, do hereby admit that we have received notice of the last will and testament, dated May 22, 1913 and the codicil hereby affixed dated Sept. 24, 1914 of the said Thomas H. Dodd, deceased, which will be offered for probate before the Orphans' Court of Queen Anne's County, Maryland, on Tuesday, February 16th. 1915, and we do hereby consent and agree that the said last will and testament and the codicil attached thereto shall be admitted to probate by said court.

Annie M. Dodd widow.

Thos. H. Dodd Jr.)

James F. Dodd)
Ida Mae Dodd) children.
Henry Dodd)
M. Elizabeth Holden)

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the last Will and Testament with the Codicil thereto annexed of Thomas H. Dodd, late of Queen Anne's County, deceased, as filed and passed in this office on February 16th., 1915 and recorded in Liber R. W. T. No. 2, Folio 265 etc., in the Orphans' Court for Queen Anne's County, Maryland.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this seventh day of June, 1928.

Wm. T. Bishop
Register of Wills for Queen Anne's County, Maryland.

"EXHIBIT NO. 3".

Filed June 7th. 1928.

CERTIFICATE OF ADMINISTRATION.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, William T. Bishop, Register of Wills in and for Queen Anne's County, State of Maryland, and by law keeper of the Seal and of the Records, and of the original papers of the Orphans' Court for Queen Anne's County, DO HEREBY CERTIFY that it appears from the records in said Court that on the second day of March, A.D. nineteen hundred and fifteen Letters of Administration of all and singular the goods, chattels, credits and personal estate of Thomas H. Dodd, late of Queen Anne's County with a copy thereunto annexed of the last Will and Testament of the said Thomas H. Dodd, deceased, were granted and committed unto Madison Brown, 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.

Seal's Place.

In testimony whereof, I William T. Bishop, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court of Queen Anne's County, this seventh day of June, nineteen hundred and twenty-eight.

Wm. T. Bishop
Register of Wills for Queen Anne's County.

PETITION OF ELIZABETH ARMSTRONG TO BECOME A CO-PETITIONER WITH THE SAID MADISON BROWN, ADMINISTRATOR C.T.A. OF THOMAS H. DODD AND ORDER OF COURT THEREON GRANTING PETITION.
Filed June 8th. 1928.

IN THE MATTER OF THE EX-PARTE PETITION OF MADISON BROWN, ADMINISTRATOR CUM TESTAMENTO ANNEXO OF THE PERSONAL ESTATE OF THOMAS H. DODD, DECEASED.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Elizabeth Armstrong unto your Honors respectfully sets forth:

1. That she is the Elizabeth Armstrong mentioned in the Petition filed by Madison Brown, Administrator cum testamento annexo of the personal estate of Thomas H. Dodd, deceased, in the above entitled cause, and also mentioned in the last will and testament of James H. Dodd, deceased, a copy of which is marked "Exhibit No. 1" and filed in said cause.

2. That she desires to become a co-petitioner with the said Madison Brown, Administrator as aforesaid, in the said petition so filed by him as aforesaid in

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said cause, so that the said petition so filed by him as aforesaid shall be the joint petition of her, the said Elizabeth Armstrong, and the said Madison Brown, Administrator as aforesaid.

And to that end, she, the said Elizabeth Armstrong prays this Honorable Court to pass an order permitting her to become such co-petitioner and to sign said petition with the said Madison Brown, Administrator as aforesaid, in the same manner as if she had signed it with him before it was filed.

And as in duty bound, etc.,

Harper & Horney
Attorneys for Petitioner.

Elizabeth Armstrong

I, Madison Brown, Administrator as aforesaid, do hereby consent to the passage of the order prayed for in the aforegoing Petition.

Madison Brown
Administrator c.t.a. of Thomas H. Dodd.

Filed June 8th. 1928.

ORDER OF COURT

Upon the aforegoing Petition and Consent, IT IS ORDERED, this eighth day of June, 1928, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that Elizabeth Armstrong be and she is hereby permitted to become a co-petitioner with Madison Brown, Administrator cum testamento annexo of the personal estate of Thomas H. Dodd, deceased, and she is hereby directed to sign said petition under the name of the said Madison Brown, Administrator as aforesaid, in the same manner as if she had been an original petitioner.

Filed June 8th. 1928.

Thomas J. Keating.

ORDER OF COURT DIRECTING SALE
OF PROPERTY SET FORTH IN THE
PETITION AND APPOINTING MADISON
BROWN & J. FRANK HARPER, TRUSTEES
TO FILE BOND.
Filed June 8th. 1928.

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

In the Matter of the ex-parte Petition of
Madison Brown, administrator cum testamento
annexo of the personal estate of Thomas H.
Dodd, late of said county, deceased.

The aforegoing petition and exhibits filed with the same have been read and considered by the court.

It is thereupon on this eighth day of June in the year nineteen hundred and twenty eight, adjudged, ordered and decreed by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of said court, that pursuant to the directions of James H. Dodd, late of said county, as contained in his last will and testament, and in the codicils thereto (copies of which are filed with said petition as part thereof) that the "Home Farm", "Woodlot No. 1", and the personal property of the said James H. Dodd, mentioned and described in the said petition, and by said testator by his said will devised to be sold after the death of Mollie B. Dodd, his wife, be sold for the purpose of application of the proceeds arising from such sales to the purposes intended therefor, and in the manner directed, by the last will and testament of the said James H. Dodd.

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

1, That Madison Brown and J. Frank Harper, of Queen Anne's County aforesaid, be and they are hereby appointed trustees to make said sales, and the course and manner of their proceedings shall be as follows:

(1) 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 by said Clerk, in the penalty of fifteen thousand dollars, if the surety or sureties be corporate, and in the penalty of Thirty thousand dollars if the surety be personal sureties on the bonds of such trustees, conditioned for the faithful performance and execution of the trust reposed in them by this decree, or which may be reposed in them by any future decree or order in the premises.

(2) They shall then proceed to make the said sales, having first given at least three weeks previous notice by advertisement inserted in some newspaper published in Queen Anne's County aforesaid, with authority to give such other notice as they shall think proper, of the time, place, manner and terms of the sales.

2. That the terms of the sales of said real estate shall be as follows: One-third of the purchase money to be paid in cash on the day of sale, or in sixty days thereafter, at option of purchaser, in which case said payment shall bear interest from day of sale; the balance of the purchase money to be paid in two equal instalments payable one and two years from day of sale, each with interest from day of sale; each of the three credit payments to be secured by the notes of the purchasers with a surety or sureties thereon to be approved by the trustees; the purchasers to have the option to pay all the purchase money in cash, to save interest. A cash deposit of 10 per cent. of the sale of the Home Farm shall be required of the purchaser of the Home Farm, and a cash deposit of $100.00 shall be required of the purchaser of the woodlot, at the time of the sales.

3. That the trustees are given the power to sell both parcels of real estate as a whole if they shall deem it to be for the interest of the parties entitled to the proceeds, in which case the terms of the sale above set forth as to the Home Farm shall prevail.

4. That the terms of the sales of the personal property shall be that of "cash at time of sales".

5. That as soon as may be convenient after any such sale or sales said trustees shall return to this Court a full and particular account of the sale, with an affidavit of the truth thereof and of the fairness of said sale or sales annexed.

6. That on the ratification of such sale, or sales by this Court, and after the payment of the whole purchase (and not before), the said trustees by good and sufficient deeds, to be executed and acknowledged by them agreeably to law, shall convey to the purchaser or purchasers of the properties sold and to his, her or their heirs, the properties and estates to him, her, or them sold, free, clear, and discharged of and from all claim or claims of the parties entitled to the property sold or the proceeds of the sales thereof, and of any and every person or persons claiming by, from or under them, or any of them.

7. That said trustees shall bring into this court the money arising from said sales, and the bonds or notes which may be taken for the same, to be disposed of under the directions of this court in accordance with the provisions and directions of the last will and testament of said James H. Dodd, after deducting therefrom the costs of this proceeding and such commissions to such trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall have appeared to have discharged their trust.

Filed June 8th. 1928. Thomas J. Keating.

CERTIFIED COPY OF BOND.
Filed June 25th. 1928.

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

State of Maryland, SCT:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown and J. Frank Harper, of Queen Anne's County, in the State of Maryland, and the American Surety Company of New York, a corporation duly created by and existing under the laws of the State of New York and with authority to become the sole surety on the bonds of trustees are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen thousand dollars, lawful money of the United States of America, to be paid to the said State of Maryland or to its certain attorney; to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this twenty fifth day of June, in the year nineteen hundred and twenty eight.

WHEREAS by a decree of the Circuit Court for Queen Anne's County in the State of Maryland, sitting as a Court of Equity, bearing date the eighth day of June, in the year nineteen hundred and twenty eight and passed in a cause in said court bearing the number 2746, and bearing the title "In the Matter of the ex-parte Petition of Madison Brown, administrator cum testamento annexo of the personal estate of Thomas H. Dodd, deceased", the above bound Madison Brown and J. Frank Harper have been appointed trustees to make sale of certain real estate in the proceedings in said cause mentioned.

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NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Madison Brown and J. Frank Harper 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 virtue in law.

Madison Brown. (SEAL)
J. Frank Harper (SEAL)

Signed, sealed and delivered in the presence of:
Nellie Brown.

American Surety Company of New York.
By
Madison Brown,
Its Attorney in fact.

Attest:
J. Lemuel Roberts.

Seal's Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed June 25th. 1928.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing Bond is truly taken and copied from Liber J.F.R. No. 1, fol. 355 etc., a Bond Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 25th. day of June, in the year 1928.

B. Hackett Turner, Clerk.

REPORT OF SALES.
Filed July 9th. 1928.

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

In the Matter of the ex-parte petition of Madison Brown, administrator cum testamento annexo of Thomas H. Dodd.) Cause No. 2746.

To the Honorable, the Judges of said Court:

The report of Madison Brown and J. Frank Harper, trustees appointed by the decree in this cause to make sale of certain real estate and personal property therein mentioned, shows:

1. That on June 25, 1928, they filed with the clerk of this court their bond in the penalty of the sum of fifteen thousand dollars with the American Surety Company of New York, a corporation with due authority to become sole surety on the bond of trustees, as surety thereon, for the faithful discharge of their trust, as required by said decree, which bond was forthwith accepted and approved by said clerk.

2. That they gave notice of the time, place, manner and terms of sale hereinafter described by advertisement in The Centreville Observer, a newspaper published weekly at Centreville in said county, for more than three successive weeks before the day of sale hereinafter mentioned, and by advertisement also in The Centreville Record.

3. That they did pursuant to said notices of sale attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, July 3, 1928, at the hour of 1 o'clock P.M., and then and there proceeded to sell the property decreed to be sold in the following manner, to wit:

4. In the first place, your trustees offered at public sale to the highest bidder all that farm or tract of land called or known as "The James H. Dodd Home Farm", situate, lying and being in the Fifth Election District of Queen Anne's County aforesaid in the section or locality known as "Wye Neck", near but not bounding on the public road leading from Queenstown to Wye Island, adjoining the land of Dr. W. H. Fisher, that of Henry Dodd and of others, and bounding on a branch of Wye River and containing two hundred and twenty six acres and two perches of land, more or less, under the advertised terms of sale and under the additional terms of sale, to wit:

(1) That the farm would be sold subject to the tenancy of Wendell Shawn for the remainder of the current year;

(2) That the wheat crop of the current year would be reserved and excepted from the sale; that the purchaser would be entitled to receive of the present tenant the landlord's share of the field corn and of the sugar corn to be produced during the current year and would be required to pay one half of the fertilizer used in connection with the planting of the sugar corn;

(3) That the purchaser would be required to pay one half of the State and County taxes of the year 1928 on said farm, the other half thereof to be paid by the estate of Mary E. Dodd;

(4) That the purchaser would be given full possession of the farm on January 1, 1929, and that he would be entitled in the meantime to those rights which are usually accorded incoming tenants.

(5) That the cost of the fire insurance on the buildings on the farm would be adjusted as of the day of sale;

(6) That all title papers would be at the expense of the purchaser;

(7) That a grace yard located on the farm would be excepted from the sale; that the farm would be sold by the acre as containing 226 acres and 2 perches of land, more or less, but that the purchaser on settlement would receive credit for the amount of land included in the grave yard at the purchase price per acre; that the farm would be sold subject to the right of ingress and regress to and from the grave yard in favor of the families of the late Thomas H. Dodd and of the late James H. Dodd and of the trustees of Wye Methodist Protestant Church for the purpose of allowing them to care for and keep in order the fences, tomb stones and the ground of the grave yard.

5. That your trustees, after the announcement of the terms of the sale then proceeded with the sale of said farm and they sold the same to Harry D. Shawn, of said county, he being then and there the highest bidder therefor at and for the sum of fifty four dollars per acre or for the aggregate sum of $12,204.67 less the sum of $4.67, the value of the land included in the grave yard at the rate of fifty four dollars per acre, leaving the actual amount of the sale to be $12,200.00.

6. That the said Harry D. Shawn has paid unto the trustees the sum of twelve hundred and twenty dollars on account of said purchase money but has made no further compliance with the terms of sale.

7. That in the second place your trustees offered at public sale to the highest bidder all that tract of land situate, lying and being in Wye Neck in the Fifth Election District, State of Maryland, called or known as "Wood Lot No. 1 of James H. Dodd", containing 56 acres, 2 roods and 4 perches of land, more or less, under the advertised terms of sale and under the additional terms of sale, to wit:

(1) That the land would be sold subject to the right of present tenant of the farm above mentioned to get wood thereout for the use of the farm for the remainder of the current year; that subject to this right possession of the woodland would be given to the purchaser on compliance with the terms of sale;

(2) That the purchaser would be required to pay one half of the State and County taxes levied for year 1928 on the woodland; that the remainder of the taxes would be paid out of the estate of the late Mary B. Dodd;

(3) That title papers would be at the expense of the purchaser.

8. That your trustees, after the announcement of the terms of the sale then proceeded with the sale of the said woodland and they sold the same unto Dr. William H. Fisher, he being then and there the highest bidder therefor, at and for the sum of fifteen dollars and twenty five cents per acre or for the aggregate sum of $557.02.

9. That the said Dr. William H. Fisher has paid unto your trustees the sum of one hundred dollars on account of said purchase money, but has made no further compliance with said terms of sale.

10. That in the third place, your trustees offered at public sale to the highest bidders the goods and chattels which were bequeathed by James H. Dodd mentioned in this cause by his will unto his wife, Mollie B. Dodd, for her life, with direction that the same should be sold after her death, so far as the same have come to the sight and knowledge of your trustees and sold the same unto sundry parties, they being the highest bidders then and there for the same, for prices aggregating the sum of sixty nine dollars and fifty cents ($69.50).

11. That your trustees file herewith as part hereof an itemized account of the sales of said goods and chattels showing the articles sold, the names of the purchasers and the prices obtained for said articles.

12. That your trustees file herewith as part hereof a copy of the notice of the sale as advertised in The Centreville Observer, duly certified by the publishers of said paper as to publication marked or endorsed with these words: "Cause 2746, copy of advertisement".

13. The following is a summary of the sales above mentioned:

Amount of the sale of "The James H. Dodd Home Farm"-	$12,200.00
Amount of the sale of the woodland-	557.02
Amount of the sale of the goods and chattels-	69.50
Amount of the total sales above mentioned-	$12,826.52

Which is respectfully submitted,

Madison Brown

J. Frank Harper

trustees.

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

I hereby certify that on this 9th day of July in the year nineteen hundred and twenty eight, before me, the subscriber, the clerk for the Circuit Court for Queen Anne's County, personally appeared Madison Brown and J. Frank Harper, above named trustees, and they did make oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sales therein reported were fairly made.

B. Hackett Turner
Clerk of the Circuit Court.

Filed July 9th. 1928.

An Account of the Sales of the Goods and Chattels bequeathed by James H. Dodd to be sold after the death of Mary B. Dodd, deceased, as made by Madison Brown and J. Frank Harper, trustees under decree passed in Cause 2746, at public auction on Tuesday, July 3, 1928.

Articles Sold.	Name or Purchasers	Amt. sales
One hall rack	Benjamin Frish	$1.00
One book case	Henry Dodd	7.50
One bed tick, one stove,	Mrs. J. L. Coursey	1.75
One walnut suit, (bed, springs, rocker, bureau two chairs, one rocker)	T. E. Meredith	16.00
Two bed steads,	T. E. Meredith	1.00
One desk	Mrs. Etta Orrell	6.00
One table	Henry Dodd	6.50
One clock	Mrs. J. L. Coursey	1.75
One chair	Mrs. Ed Graham	2.00
Three chairs	Oliver C. Jones	6.00
Parlor suit	George Silver	13.00
Morris chair	Charles R. Price	7.00
Amount of the total sales-		$69.50

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed July 9th. 1928.

TRUSTEE'S SALE OF VALUABLE FARM
IN WYE NECK
AND OF HOUSEHOLD FURNITURE.

By Virtue of the decree of the Circuit Court for Queen Anne's County, in Equity, passed June 8, 1928, in cause No. 2746, entitled "In the matter of the ex-parte petition of Madison Brown, administrator, e.t.a. of Thomas H. Dodd, deceased", the undersigned as trustees, will offer at public sale to the highest bidder, in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, JULY 3, 1928, commencing at one o'clock p.m., following real estate:

1. All that farm or tract of land known as "The James H. Dodd Home Farm", situated near the public road leading from Queenstown to Wye Island, adjoining the land of Dr. W. H. Fisher and Henry Dodd, and others, and bounding on a branch of Wye River, and containing 226 ACRES AND 2 PERCHES of land, more or less.

The improvements consist of a large and comfortable dwelling house of 2½ stories, granary, horse stable, cow stable and implement shed combined; corn crib with drive way, meat house, milk, pump and gear house.

This is one of the best farms in Wye Neck.

2. A tract of woodland known as "Wood Lot No. 1 of James H. Dodd", situated in Wye Neck, containing 36 ACRES, 2 ROODS & 4 PERCHES of land, more or less.

This wood lot is the same devised by James H. Dodd for the use and benefit of his said Home Farm for the life of his wife.

TERMS OF SALE--One third of the purchase money to be paid in cash on day of sale, or in 60 days thereafter at option of purchaser, in which case said payment will bear interest from day of sale, the balance of the purchase money to be paid in two equal installments payable one and two years from day of sale, each with interest from day of sale, each of the three credit payments to be secured by the notes of the purchasers with sureties thereon to be approved by the trustees, the purchasers to have the option to pay all purchase money in cash to save interest.

A cash deposit of 10% of the sale of the Home Farm will be required of its purchaser and a cash deposit of $100.00 will be required of the purchaser of the woodlot at time of sale. Further particulars made known on day of sale.

MADISON BROWN,
J. FRANK HARPER,
Trustees.

J. Elmer Anthony, Auctioneer.

PERSONAL PROPERTY.

Immediately upon conclusion of sale of land the following personal property of James H. Dodd, left by him to Mollie Baynard Dodd, his wife, for life, will be sold in front of the Court House:

Three bedsteads, springs and mattresses, walnut bureau, 6 bed-room chairs, parlor suit of upholstered furniture, Morris chair, 3 small chairs, sofa, book case, marble top table, clock, hatrack, walnut writing desk and stove.

TERMS OF SALE--Cash at time of sale.

MADISON BROWN,
J. FRANK HARPER,
Trustees.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., July 9, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Trustee's Sale in the matter of the ex-parte petition of Madison Brown, Administrator c.t.a. of Thomas H. Dodd, deceased, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for more than three successive weeks before the third day of July in the year 1928, the first insertion being in the issue of June 9, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed July 9th. 1928.

By Margaret E. Durney.

N I S I.

IN THE MATTER OF THE EX PARTE PETITION OF MADISON BROWN ADMINISTRATOR CUM TESTAMENTO ANNEXO OF THOMAS H. DODD.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2746.

ORDERED, This 9th. day of July, A.D., 1928, that the sale of the real and personal property made and reported in this cause by Madison Brown and J. Frank Harper, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th day of August next.

The Report states the amount of sales to be $12,826.52.

Filed July 9th. 1928.

B. HACKETT TURNER, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Oct. 20th. 1928.

ORDER NISI.

In the Matter of the Ex-Parte Petition
of Madison Brown, administrator
cum testamento annexo of
Thomas H. Dodd.

In the Circuit Court for Queen Anne'sCounty, in Equity. Chancery No. 2746.

m Ordered, This 9th day of July A.D. 1928, that the sale of the real estate and personal property made and reported in this cause, by Madison Brown and J. Frank Harper, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of September, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th day of August next.

The Report states the amount of sales to be $12,826.52.

B. HACKETT TURNER, Clerk.

Filed July 9th. 1928.
True Copy
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md., Oct. 20th. 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the

H38580

Matter of the Ex-Parte Petition of Madison Brown, Admr. cum testamento annexo of Thomas H. Dodd, chy. 2746, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 13th day of August, in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Oct. 20th. 1928. By Lida Hopkins.

FINAL ORDER OF RATIFICATION.

IN THE MATTER OF THE EX-PARTE PETITION OF MADISON BROWN, ADMINISTRATOR C.T.A. OF THOMAS H. DODD, DECEASED.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2746.

ORDERED, this 23rd. 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 sales of the real and personal property made by Madison Brown and J. Frank Harper, Trustees for the sale of the aforesaid real estate and personal property mentioned and described in the aforegoing Report of Sale filed in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with the preceding order nisi.

Filed Oct. 23rd. 1928. Thomas J. Keating.

PETITION OF WILLIAM H. WOOD
ET AL., FOR DISTRIBUTION TO
THEM OF THE SHARE OF MOLLIE BAILEY.
Filed Nov. 13th. 1928.

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

In the Matter of the ex-parte Petition
of Madison Brown, administrator c.t.a.
of the personal estate of Thomas H. Dodd, Cause 2746.
et al.

To the Honorable, the Judges of said Court:

The petition of William H. Wood in his own right and as the administrator of the personal estate of Susan Wood, deceased, and of N. Lucille Bailey unto Your Honors respectfully sets forth:

That as will appear by reference to the proceedings had in the above entitled cause, James H. Dodd, the testator mentioned in said cause, by his last will and testament filed in said cause bequeathed twenty per centum of the proceeds of the sales mentioned in this cause "unto his half-sister, Mollie Bailey, for life with the remainder unto her children", (See sub-paragraph (c) of paragraph ten of the petition filed in the above cause in conjunction with said will).

That the said Mollie Bailey departed this life in the year nineteen hundred and sixteen, and at the time of her death left surviving her as her only children, three persons, to wit: the said William H. Wood, the said Lucille Bailey and one Susan E. Wood.

That when the said James H. Dodd made his will, the said Mollie Bailey had then living the said William H. Wood, the said N. Lucille Bailey and the said Susan E. Wood, as her only children, and from the date of said will to the date of the death of the said Mollie Bailey no other children were born unto the said Mollie Bailey.

That the said Susan E. Wood departed this life intestate in the year nineteen hundred and seventeen, and letters of administration upon her estate have heretofore been in due form of law granted unto the said William H. Wood; (see certificate of the Register of Wills showing the grant of said administration marked "Exhibit A" filed herewith as part hereof).

That because of the death of the said Mollie Bailey as aforesaid your petitioners, the said William H. Wood and the said N. Lucille Bailey are each entitled to one third of the said twenty per centum of the sales of said cause, and the said William H. Wood, as the administrator of the said Susan E. Wood, is entitled to the remaining one third thereof, free, clear and discharged of any trust under said will.

Your Petitioners, therefore, now prefer their said claims to the share of the proceeds of the property of the said James H. Dodd made in this cause bequeathed by the said James H. Dodd to Mollie Bailey for life with the remainder to her children, and pray the Court to pass an order directing the auditor of this cause to distribute unto them in the manner above set forth the said share.

Respectfully submitted.

William H. Wood

William H. Wood
administrator of Susan E. Wood.

Madison Brown

Harper & Horney
Attorneys for N. Lucille Bailey.

State of Maryland, Queen Anne'sCounty, SCT:

I hereby certify that on this 13th. day of November in the year nineteen hundred and twenty eight, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William H. Wood, one of the above named petitioners, and he made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

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

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

I hereby certify that on this 13th 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 Ida Mae Dodd, and she made oath in due form of law that she has read the aforegoing petition; that she has personal knowledgeof the matters and things set forth in the aforegoing petition by reason of being a niece of James H. Dodd, deceased, and of Mollie Bailey, deceased, mentioned in said petition; that the matters and facts set forth in said petition are true as therein stated to the best of her knowledge and belief, and that she has no interest in the share of the funds of this cause bequeathed by the said James H. Dodd to said Mollie Bailey for life with the remainder to her children.

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

The aforegoing petition and affidavits have been read and considered.

It is, thereupon, on this 13th day of November in the year nineteen hundred and twenty eight, order by the Circuit Court for Queen Anne's County, in Equity, that the auditor to whom the papers in the above entitled cause have been referred to for an account, be and he is hereby directed to distribute the share of the sales of this cause bequeathed by James H. Dodd unto Mollie Bailey for life with the remainder unto her children in the manner set forth in said petition, but said distribution of said share, however, to be subject to exceptions, if any, which might be filed to said distribution in said audit.

Lewin W. Wickes.

ORDER OF COURT REFERRING
PAPERS TO EDWIN H. BROWN,
JR., WITH INSTRUCTIONS
TO HIM TO STATE AN AUDIT.
Filed Nov. 13th. 1928.

It appears from the proceedings of the above entitled cause that Madison Brown, the regular auditor of this Court, is one of the trustees making the sale of the land described as sold in the report of sale filed in this cause, and that, therefore, a special auditor is necessary to state the account required.

It is thereupon on this 13th day of November in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, and bythe authority of said court ordered that the papers and the proceedings of the above entitled cause be and the same are hereby referred to Edwin H. Brown, Jr., as special auditor, with instructions to him to state an account between the proceeds of the sale of this cause and Madison Brown and J. Frank Harper, the trustees to make the sale, and to return said account or audit to this court in due manner.

Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed Nov. 14th. 1928.

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

In the Matter of the ex-parte Petition
of Madison Brown, administrator c. t. a. Cause 2746.
of Thomas H. Dodd, et al.

To the Honorable, the Judges of said Court:

I, Edwin H. Brown, to whom the papers in the above cause have been referred as special auditor unto Your Honors respectfully sets forth:

H38580

I have stated the within account by charging the trustees of the cause with the gross proceeds of sales made by them, and then thereout allowing them their commissions and expenses incident to the administration of the trust, all being itemized and set forth in the within account.

The balance of the sales remaining after these allowances is the sum, which passes under the will of James H. Dodd unto collaterals and is then, therefore, subject to the inheritance tax, so I have allowed the trustees the amount of the tax on said balance, so that they can pay the same to the clerk of the Court for the use of the State of Maryland.

The sum remaining after the deduction of the tax is the sum to be actually paid the collaterals entitled thereto under the will of James H. Dodd.

I have examined the will of James H. Dodd and paragraph ten of the petition, and I find that said paragraph states correctly the names of the parties entitled to the net sale and the proportions of the same to which they are entitled and in the distribution made by me in the within account I have distributed the net sales in that manner with two exceptions: the share of Thomas H. Dodd, he being dead, is awarded unto Madison Brown, his administrator, and the share of Mollie Dodd, she being dead, is awarded to two of her children now living and to the administrator of her other deceased child, in accordance with the petition of William H. Wood filed in this cause.

The trustees reported to the auditor that they had received certain interest and that they were entitled to a part thereof by apportionments under the rule of the court, that the balance then remaining would be subject to the same inheritance tax, and that the same parties receiving the principal of the sales were entitled to receive the net interest; therefore, I have made an account showing the distribution of the interest, which is attached herewith.

Respectfully submitted.

Edwin H. Brown, Jr.
special Auditor.

Cause 2746.

The proceeds of the sale of the real and personal property of James H. Dodd, deceased, made through the proceedings of this cause, in account with Madison Brown and J. Frank Harper, the trustees making said sale.

Cr.

1928 July 3	By gross amount of the sales of the real estate per report of sales filed, to wit:	$12,757.02
	By gross amount of the sales of the personal property, per said report, to wit:	69.50
	By gross amount of the sales of wheat from James H. Dodd farm, being remaindermen's share of year, 1928, to wit:	52.44
	By total amount of gross sales, to wit: the sum	$12,878.96

Dr.

" "	To Madison Brown and J. Frank Harper, trustees, for their commissions on $12,757.02		$555.28	
	on	69.50, 8%	5.56	
	on	52.44, 8%	4.20	$565.04
	To do., for costs of advertising the sale and order nisi thereon in Centerville Record, per receipted account for same exhibited, to wit:			51.87
	To do., for costs of advertising sale in Centreville Observer, per account for same exhibited, to wit:			56.25
	To do., for the charges of J.E. Anthony for auctioneering sale of land and chattels, to wit:			50.00
	To do., for the court costs of these proceedings per statement of clerk, asffollows:			
	Costs of B.H. Turner, clerk	$32.50		
	Costs of W. T. Bishop, Register,	8.50		41.00
	To do., for the costs of their bond with corporate surety thereon filed herein, per account for same exhibited, to wit:			45.00
	To do., for the costs of advertising the order nisi to be passed as to this account, to wit:			3.00
	To do., for the following expenses incurred by them, to wit:			

costs of gathering goods and chattels at place of sale, per receipted account,	$8.00		
costs of cleaning well on farm sold, per receipted account for same,	8.00		
costs incident to securing release of lien on land sold, allowed by court & itemized in petition filed, to wit:	17.05	33.05	
Cause 2746. Amounts brought forward, to wit:		$845.21	$12,878.96
To Edwin H. Brown, jr., special auditor, for stating this account, the sum of		13.50	
To balance, carried below, to wit: the sum of		$12,020.25	
		$12,878.96	$12,878.96

Cr.

By balance brought down, being the net sale to pass to the collateral legatees named in the will of James H. Dodd, to wit: sum of		$12,020.25

Dr.

To Madison Brown and J. Frank Harper, trustees, to be paid to the clerk of this Court for the use of the State of Maryland as a collateral inheritance tax due by said legatees on amount passing to them, 5 per centum of said balance, the sum of	601.02	
To balance carried down and distributed among said legatees or their representatives-to wit:	$11,419.23	
	$12,020.25	$12,020.25

Cr.

By balance brought down for distribution, to wit:		$11,419.23

Dr.

To Madison Brown, administrator of Thomas H. Dodd, for the share of said sales bequeathed said Thomas H. Dodd, 20 per cent. of said balance, to wit: the sum of	$ 2,283.84	
To Elizabeth Armstrong for her life with remainder to her children at her death, to remain subject to future order of this court, 20 per cent. of said balance, to wit: sum of	2,283.84	
To Annie C. Bryan for her life with remainder to her children at her death, to remain subject to the future order of this court, .13 1/3 per cent. of said balance, to wit: the sum of	1,522.56	
To Henrietta Hoopes, .06 2/3 of said balance, to wit: the sum of	761.28	
Amounts carried forward, to wit:	$ 6,851.52	$11,419.23
Cause 2746. Amounts brought forward, to wit:	$ 6,851.52	$11,419.23

Distribution of Net Sales:

To Ida Mae Dodd, .06 2/3 of said balance, to wit: the sum of	761.28	
To Bertie Dodd, .13 1/3 of said balance, to wit: the sum of	1,522.56	
To William H. Wood in his own right as one of the children of Mollie Bailey, 1/3 of .20 of said balance, to wit: the sum of	761.29	
To William H. Wood, as the administrator of the personal estate of Susan E. Wood, deceased, who was a child of Mollie Bailey, 1/3 of .20 of said balance, to wit: the sum of	761.29	
To N. Lucille Bailey, child of Mollie Bailey, 1/3 of .20 of said balance, to wit: the sum of	761.29	
	$11,419.23	$11,419.23

November 14, 1928.

Edwin H. Brown, Jr.,
special auditor.

438580

Cause 2746. Interest Account.

The interest received on credit sales of abovecause and interest received and to be received from Savings' Bank on deposit therein of proceeds of sale and interest, in account with Madison Brown and J. Frank Harper, trustees.

Cr.

By interest received of H. D. Shawn, purchaser:	$183.48
By interest received of W. H. Fisher, purchaser:	8.69
By interest received and to be received from bank:	73.90
	$266.07
Deduct the proportionate part of said interest due to the trustees under rule of court, to wit:	12.43
	$253.64
Deduct the collateral inheritance tax due on balance as same passes to the collaterals receiving the principal, said tax to be paid by the trustees to the clerk of the Court for the use of State of Maryland:	12.69
Balance to be paid said collaterals, to wit:	$240.95

Dr.

To Madison Brown, administrator of Thomas H. Dodd, .20 of said balance, to wit: the sum of	$48.19	
To Elizabeth Armstrong for life, remainder to her children, to remain subject to order of court, .20 of said balance, to wit: the sum of	48.19	
To Annie C. Bryan for life, remainder to her children, to remain subject to order of court, .13 1/3 of said balance, to wit: the sum of	32.13	
To Henrietta Hoopes, .06 2/3 of said balance, to wit: the sum of	16.06	
To Ida Mae Dodd, .06 2/3 of said balance, to wit: the sum of	16.06	
To Bertie Dodd, .13 1/3 of said balance, to wit: the sum of	32.13	
To William H. Wood in his own right, 1/3 of .20 of said balance, to wit: the sum of	16.06	
To William H. Wood, administrator of Susan E. Wood, 1/3 of .20 of said balance, to wit: the sum of	16.06	
To N. Lucille Bailey, 1/3 of .20 of said balance, to wit: the sum of	16.07	
	$240.95	$240.95

November 14, 1928.

Edwin H. Brown, Jr.,
special auditor.

NISI RATIFICATION OF AUDIT.

IN THE MATTER OF THE EX-PARTE PETITION OF MADISON BROWN, ADMINISTRATOR C.T.A. OF THOMAS H° DODD,

vs.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2746.

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.

Filed Nov. 14th. 1928.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Dec. 15th. 1928.

NISI RATIFICATION OF AUDIT.

In the Matter of the Ex-parte Petition
Of Madison Brown, Administrator
c. t. a. of Thomas H. Dodd.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2746.

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 In the Matter of the ex-parte Petition of Madison Brown, Adm. c.t.a. of Thos. H. Dodd, #2746, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, aweekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 1st day of December in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

FINAL ORDER RATIFYING AUDIT.

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

In the Matter of the Ex-parte Petition
of Madison Brown, administrator c. t. a. Cause No. 2746.
of Thomas H. Dodd.

Ordered, on this 28th. 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 notice appears to have been given as directed by the order nisi passed in said cause November 14, 1928, in relation to said report and account.

AND it is further ordered that Madison Brown and J. Frank Harper the trustees of said cause, be and they are hereby directed to apply except as hereinafter excepted the proceeds of sale accordingly with the due proportion of interest received and to be received on credit sales to the commissions of the trustees and to the shares of the several distributees or legatees.

AND it is further ordered that the said Madison Brown and J. Frank Harper, trustees aforesaid, shall hold subject to the further order of this court the following amounts and shares of legatees, to wit:

The sum of $2283.84 distributed unto Madison Brown, as the administrator of Thomas H. Dodd;
the sum of $2283.84 distributed unto Elizabeth Armstrong for life remainder unto her children;
the sum of $1522.56 distributed unto Annie C. Bryan for life with remainder unto her children;
and also the following sums of money distributed as interest, to wit:
the sum of 48.19 distributed unto Madison Brown, administrator of Thomas H. Dodd;
the sum of 48.19 distributed unto Elizabeth Armstrong for life, remainder unto her children;
the sum of 32.13 distributed unto Annie C. Bryan for life with the remainder unto her children,
And the auditor is hereby directed to take such testimony as may be necessary to establish to whom and in what capacity the said last mentioned amounts are distributable and payable in so far as it relates to the corpus and interest mentioned.

And it is further ordered that the amount of the collateral inheritance tax distributed by said audit to the use of the State of Maryland shall be paid to the Register of Wills for Queen Anne's County instead of being paid to the Clerk of this court as by said audit provided.

Filed December 28th. 1928. Thomas J. Keating.

TESTIMONY AND EXHIBITS.
Filed Jany. 9th. 1929.

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

In the Matter of the ex-parte Petition (
of Madison Brown, administrator c.t.a.) Cause No. 2746.
of the personal estate of Thomas H. Dodd, (
et al.)

To the Honorable, the Judges of said Court:

H38580

The report of Edwin H. Brown, junior, special auditor, unto Your Honors respectfully sets forth:

That as will appear by his report and account filed in said cause there are distributed unto Annie C. Bryan for life with the remainder unto her children at her death two sums of money, to wit: the principal sum of $1522.56 and the sum of $32.13 by way of interest, said distributions being made subject to the order of this court.

That said sums were distributed to remain subject to the future order of the court, because according to the will of James H. Dodd the principal sum appears to be given in trust for the benefit of Annie C. Bryan for life remainder at her death payable to her children, and it did not appear from the proceedings preceding the audit there there was any trustee with the authority to receive said principal sum.

That Madison Brown has stated to the auditor that he as trustee by appointment of this court made in cause 2037 is entitled to receive the sums of money above mentioned, and the auditor has at the request of the said Madison Brown taken the following testimony to sustain the claims of the said Madison Brown.

That Madison Brown was produced as the witness of the purpose aforesaid and having been by me first duly sworn did depose and say in answer to the questions hereinafter set forth as follows:
Interrogatory No. 1:
State your name, place of residence and occupation.
Ans:
My name is Madison Brown. I reside in Centreville, Queen Anne's County, Maryland, and I am an attorney at law.
Inter. No. 2:
Were you or not acquainted with James H. Dodd, whose will is mentioned in the proceedings of this cause, and if so, state when he died?
Ans:
I knew him well. He died in January, 1912.
Inter. No. 3:
Were you not acquainted with Mollie Baynard Dodd, his wife, mentioned in his wife, and if so, state whether she is living or dead, and if dead, state when she died?
Ans:
I knew her. She died in Centreville on May 5, 1928.
Inter. No. 4:
State whether or not you know the land mentioned in the will of the said James H. Dodd as his Home Farm and the woodlot mentioned as part thereof.
Ans:
I know both parcels of land, for they sold in this cause by J. Frank Harper, Esq., and myself as trustees.
Inter. No. 5:
James H. Dodd by his will gives and bequeaths to his half sister, Annie C. Bryan, wife of J. E. Bryan, of Stevensville, Kent Island, the interest on $2000.00 during her life, and the principal to be held in trust and to be paid to her children at her death. State whether or not you are acquainted with this Annie C. Bryan, and if so, state how long you have known her and state where she lives.
Ans:
I know her, and I have known her for some time. She lives in Stevensville, on Kent Island in this county.
Inter. No. 6:
What, if anything, do you know about the payment of this legacy?
Ans:
I was one of the attorneys of Francis T. Tagg, the executor of the will of Mr. James H. Dodd in the settlement of Mr. Dodd's estate, and I know that James T. Bright was appointed by this court in Cause No. 2037 to collect the dividend due on this legacy. Mr. Dodd's estate did not pay the legacies in full, and the first dividend was $1123.00 in round numbers, and this was paid to James T. Bright, as trustees, and latter on another dividend of $175.80 was paid to James T. Bright, and latter on a third dividend of about $82.00. I know Mr. Bright received these sums as trustee of cause 2037, for he told me himself. In May, 1925, James T. Bright was removed by the court as trustee of cause 2037, and I was appointed trustee in his place to administer the trust and to collect the funds thereof if possible.
Inter. No. 7:
Did you or not give a bond as trustee of cause 2037 when you were appointed the place of James T. Bright?
Ans:
I did. On May 20, 1925, I filed with the clerk of this court a bond as trustee in the penalty of one thousand dollars with the American Surety Company of New York as surety thereon.
Inter. No. 8.
I now hand you a paper writing marked "Exhibit No. 1 of Testimony of Madison Brown". Please examine it and state what it is.
Ans:
The paper which you have handed me is the certified copy made by the clerk of this court of the bond I have just mentioned.
Note: There is now filed with the examiner a copy of this bond.
Inter. No. 9:
James H. Dodd by his will directs that his Home Farm and woodlot mentioned should be sold at the death of his wife, and a certain proportion thereof he gives by his will to the said Annie C. Bryan under the same condition as the bequest of the three thousand dollar legacy of which we have been talking was made. State what you know about the payment of this legacy.
Ans:
This legacy has not been paid, and the sum of $1522.56 distributed unto Annie C. Bryan for life with the remainder to her children by the auditor's account filed in this cause is the amount due under said legacy, and the interest of $32.13 is the interest due on said amount.

Inter No. 10:
State if you who has the authority to collect these amounts of the trustees of this cause.
Ans:
The Circuit Court for Queen Anne's County, in Equity, by an order passed in cause 2037 directed me to collect these amounts of the trustees of this cause, but further directed that before I should proceed to collect said sums I should file with the clerk of the court an additional bond as trustee of cause 2037.
Inter. NO. 11:
State whether or not you have filed said bond.
Ans:
I have, in the penalty of $2000.00 as required by the order last mentioned with the American Surety Company of New York as the surety thereon.
Inter. No. 12:
I now hand you a paper writing marked "Exhibit No. 2 of the Testimony of Madison Brown". Please examine the same and state what it is.
Ans:
The paper writing you hand me is a certified copy made by the clerk of this court of the bond last mentioned.

Note: This paper writing is now filed with the examiner.

Inter. No. 13:
State whether or not you have received any money or property from the removed trustee, James T. Bright, or the surety on his bond.
Ans:
I have received nothing from either of them, but under negotations with the surety on the bond of James T. Bright, I have been offered by the surety $675.00 in settlement of all claims, and I think it is to the interest and advantage to all the parties that this amount be accepted, and if not, I do not know what will be collect__ nor what is due by said Bright, because no audit has yet been stated. The first bond is sufficient in penalty for the purpose for which the bond was given in my judgment at this time.
Examiner's special asked by audit:
Ans:
I do not.

Madison Brown.

There being no further witnesses to be examined your Examiner herewith respectfully makes his return together with Exhibit A, and Exhibit B and certifies that he was engaged as such Examiner for a period of one day and examined one witness and that for the purpose of expediting the taking of this testimony he employed a clerk making the costs chargeable in this matter as follows:-

Edwin H. Brown, Jr. ,Examiner	$4.50
Nellie Brown, Clerk	2.50
	$6.50

Respectfully submitted,

Edwin H. Brown, Jr.
special auditor.

"EXHIBIT A".
CERTIFIED COPY OF BOND.

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

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, State of Maryland, and American Surety Company of New York, a corporation created by and existing under the laws of the State of New York, and duly authorized by law to become sole surety on the bonds of trustees, are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars, current money, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this 18th. day of May, in the year nineteen hundred and twenty five.

In the Matter of the trust estate
of James H. Dodd, in favor of
Annie C. Bryan.

In the Circuit Court for
Queen Anne's County, in
Equity.
Chancery Docket,
Cause No. 2037.

WHEREAS, by an order of decree in the Circuit Court for Queen Anne's County, in Equity, passed the seventh day of May, in the year nineteen hundred and twenty five, in the above entitled cause, the said Madison Brown was appointed trustee in the place and stead of James T. Bright (by said order removed as trustee of said cause) to administer the trust (in course of administration in above cause) created by the will of James H. Dodd, for the benefit of Annie C. Bryan, for her life and then for her children, under the direction and control of said court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Madison Brown, do and shall well and truly administer the trust (now in course of administration in the above cause) created by the will of James H. Dodd in favor of Annie C. Bryan for her life, and then for her children under the direction and control of the Court above named, and shall also well and truly perform the trust reposed in him by the order or decree above mentioned, passed by the said Court in the above named cause, or that may be reposed in him by any future order or decree of said Court in the premises, then the above obligation is to be void.

Madison Brown. (SEAL)

Signed, sealed and delivered
in the presence of
Hilda T. Seward.

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. Secry.

Countersigned:
At Centreville, Md.
By J. Lemuel Roberts.

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

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

I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R. No. 1, folio 154, 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 Co., this 8th day of Jan. in the year 1928.

Seal's
Place.

B. Hackett Turner, Clerk.

"EXHIBIT B".
CERTIFIED COPY OF BOND.

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

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

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County in the State of Maryland, and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation created by and existing under the laws of the State of New York with due 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 American, to be paid to the State of Maryland aforesaid 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 seventh day of January in the year nineteen hundred and twenty nine.
Titling of cause in which this bond is to be given:
In the Circuit Court for Queen Anne's County, in Equity.
In the Matter of the Trust Estate created by the will of James H.
Dodd in favor of Annie C. Bryan. Cause 2037.

WHEREAS the above bounden Madison Brown as trustee of the above entitled cause was by the order of said court passed in said cause on December 7, 1928, authorized, empowered and directed to collect of and receive from J. Frank Harper and Madison Brown, as the trustees of cause No. 2746 of said court, the sum of $1522.56 distributed by the audit in said cause 2746 unto Annie C. Bryan for life payable at her death to her children and to invest the said sum when collected under the order of said court in said cause 2037; to pay the interest arising from said investment to Annie C. Bryan during her life; to pay the principal at her death under the order of said court to her children in accordance with the terms of the will of James H. Dodd mentioned in both causes aforesaid; and to collect the interest distributed by said audit in said cause 2746 in like manner;

WHEREAS the said Madison Brown was directed by the said order of said Court of December 7, 1928, aforesaid before proceeding to act under said order to file with the clerk of said court a bond to the State of Maryland to be executed by himself and a surety in the penal sum of two thousand dollars, if the surety be a corporation with the authority to become the sole surety on the bonds of trustees, conditioned for the faithful performance of the trust reposed in him by the said Order of said court in cause 2037, or which might be reposed in him by any future order or decree in cause 2037 aforesaid.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Madison Brown do and shall well and faithfully perform the trust reposed in him by said decree of December 7, 1928, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Nellie Brown.

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 aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed January 8th. 1929.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from the bond to be recorded in Liber B.H.T. No. 1, fol. etc., a Bond Record Book for Queen Anne's County.

Seal's Place.

In testimony wherrof I hereunto subscribe my name and affix the seal of the Circuit Court this 8th. day of January, in the year 1929.

B. Hackett Turner, Clerk.

TESTIMONY AND EXHIBITS.
Filed Jany. 9th. 1929.

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

In the Matter of the ex-parte Petition of Madison Brown, administrator c.t.a. of the personal estate of Thomas H. Dodd, et al.) Cause No. 2746.

To the Honorable, the Judges of said court:

The report of Edwin H. Brown, junior, special auditor, unto Your Honors respectfully sets forth:

That as will appear by his report and account filed in said cause there is distributed unto Madison Brown as the administrator of Thomas H. Dodd $2283.84 as principal, and $48.19 as interest.

That the auditor according to the directions of this court contained in the order attached to said amount has taken the following testimony to establish the right of the said Madison Brown as the administrator of the said Thomas H. Dodd to receive these sums of money, the said Madison Brown, a witness of lawful age, being produced as a witness and having been duly sworn by me was examined and did depose in answer to the questions below as follows, to wit:

Interrogatory No. 1:
State your name, place of residence and occupation.
Ans:
My name is Madison Brown, and I live in Centreville, Maryland, and I am an attorney at law.
Inter. No. 2:
In this cause there has been filed a copy of the last will and testament of James H. Dodd, late of said county, deceased. State whether or not you knew him, and if so, when and where he died.
Ans:
I knew him well. He died in January, 1912, in Queen Anne's County.
Inter. No. 3:
State whether or not you knew Mollie Baynard Dodd, his wife, named in said will, and if so, state whether she is living or dead, and if dead, state when she died.
Ans:
I knew her, and she died May 5, 1928.
Inter. No. 4:
State whether or not you were acquainted with Francis T. Tagg named in the said will as executor, and if so, state whether he is living or dead, and if dead, when he died.
Ans:
I knew him. He is dead, and I knew he died in the lifetime of Mollie Baynard Dodd.
Inter. No. 5:
In the will mentioned James H. Dodd or James Henry Dodd, the testator, provided for a sale of his farm knew as his Home Farm, and a woodlot after the death of his wife, Mollie Baynard Dodd,. What if anything do you know about the sale of this farm?
Ans:
This farm and woodlot were sold in this cause by J. Frank Harper, esquire, and myself as trustees after the death of Mollie Baynard Dodd, and no sale of it was made by anyone in the lifetime of Mollie Baynard Dodd.
Inter. No. 6:
In this will the said James H. Dodd bequeaths unto his brother, Thomas H. Dodd, a certain proportion of the sales of said Home Farm and woodlot. State whether or not you were acquainted with the said Thomas H. Dodd, and if so, state whether he is living or dead, and if dead, state when and where he died, and state if you know whether or not he left a last will and testament.
Ans:
I knew him well. He died sometime in the year 1916, before the second day of March of that year. He left a last will and testament, which has been duly admitted to probate before the Orphans' Court of Queen Anne's County, and a codicil to said will.
Inter. No. 7:
I now hand you a paper writing marked "Exhibit No. 2" heretofore filed in this cause. Please examine and state what it is,
Ans:
It is a certified copy of the last will and testament of the said Thomas H. Dodd mentioned by me.

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Inter. No. 8:
State whether you know if the said Thomas H. Dodd left any personal estate, and if so, state if you know whether or not administration has been granted heretofore thereon,
Ans:
He did leave a personal estate, and the Orphans' Court of Queen Anne's County granted unto me the letters of administration cum testamento annexo upon said estate March 2, 1915, after I had filed with said court my bond as said administrator dated March 2, 1915, in the penalty of twenty five hundred dollars with the American Surety Company of New York as the surety thereon.
Inter. No. 9:
I now hand you for your examination a paper writing marked "Exhibit No. 3" heretofore filed in this cause. Please examine the same and state what it is.
Ans:
It is a certificate made by the Register of Wills of Queen Anne'sCounty of the grant of said administration to me.

Note: There are now filed with the auditor both the paper writings mentioned as shown to the witness.

Inter. No. 10:
What if anything did you do in the course of the administration of said estate?
Ans:
On January 11, 1916, I passed in the Orphans' Court of Queen Anne's County my first account, and on April 15, 1919, I passed as said administrator my second account which shows a distribution of a balance of both $656.91 among the legatees of Thomas H. Dodd. On the date last mentioned or within a few days thereafter I paid this sum of money to the persons entitled thereto under the said will of Thomas H. Dodd with the exception of $87. This sum last mentioned was the share in said estate under said will of Thomas H. Dodd, junior, a son of the said Thomas H. Dodd, who died after his father, but before April 15, 1919. No administration has even been granted on his estate, and I paid the sum of money unto his sisters and brothers, owing to the small amount envolved. I have filed releases from all the parties interested in the Orphans' Court of Queen Anne's County, his mother being then dead.
Inter. No. 11:
What personal estate, if any, of the said Thomas H. Dodd remains to be administered and distributed under his will.
Ans:
My administration accounts above mentioned include all personal property left by the said Thomas H. Dodd or to which he was in any ways entitled except the two sums of money to which his estate is entitled under the audit in this cause. I know of no other property of his which will hereafter passed unto his administrator other than the two sums mentioned above, unless there shall be a small sum of money in addition to these sums payable by the trustees of this cause as savings' bank interest on the sums mentioned.
Inter. No. 12:
I now hand you a paper writing marked "Exhibit No. 4" of Testimoney of Madison Brown. Please examine the same and state what it is.
Ans:
It is the certificate of the Register of Wills relative to the filing of my first bond and to my administration account.

Note: There is now filed with the special auditor the paper writing mentioned.

Inter. No. 13:
What, if anything, have you done as the administrator of Thomas H. Dodd since the passage of your accounts and the payment of the balance of the estate to the legatees of Thomas H. Dodd?
Ans:
In obedience to the order of the Orphans' Court of Queen Anne's County on January 2, 1929, I filed with the Orphans' Court of said county an additional bond as the administrator c.t.a. of the estate of Thomas H. Dodd. This bond bears date January 2, 1929, is in the penalty of $2500.00 and has the American Surety Company of New York as the surety thereon. I know no liability to attach to this bond other than the liability for the payment of the sums of money by the report and account of the auditor filed in this cause, distributed unto me as the administrator of Thomas H. Dodd and the small amount of interest thereon mentioned.
Inter. No, 14:
I now hand you for your examination a paper writing marked "Exhibit No. 5 of the Testimony of Madison Brown". Please examine the same and state what it is.
Ans:
It is a certified copy of the bond filed January 2, 1929, by me just mentioned.
Examiner's special question asked by the auditor of the witness:
Ans:
I do not.

Madison Brown.

There being no further witnesses to be examined your Examiner herewith respectfully makes his return together with Exhibit A, Exhibit B and Exhibit C and certifies that he was engaged as such Examiner for a period of one day and examined one witness and that for the purpose of expediting the taking of this testimony he employed a clerk making the costs chargeable in this matter as follows:-

Edwin H. Brown, Jr., Examiner	$4.00
Nellie Brown, Clerk	2.50
TOTAL	$6.50

Respectfully submitted,

Edwin H. Brown, Jr.
Special Auditor.

"EXHIBIT C".
CERTIFIED COPY OF BOND.

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

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, State of Maryland, and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation created by and existing under the laws of the State of New York with due authority to become the sole surety upon the bonds of administrators, are held and firmly bound unto the State of Maryland in the full and just sum of twenty five hundred dollars to be paid to the State of Maryland or to its certain attorney; to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole jointly and severally, firmly by these presents.

SEALED with our seals and dated this second day of January in the year nineteen hundred and twenty nine.

WHEREAS the above bound Madison Brown has heretofore filed in the Orphans' Court of Queen Anne's County his bond as the administrator cum testamento annexo of the personal estate of Thomas H. Dodd, late of said county, deceased; and

WHEREAS the said Madison Brown has been called upon by the Orphans' Court of Queen Anne's County aforesaid to file an additional as the administrator aforesaid in the penal sum above mentioned.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH; that if the above bounden Madison Brown as the administrator cum testemento annexo of the personal estate of Thomas H. Dodd shall well and truly perform the office of the administrator cum testemento annexo of the said Thomas H. Dodd, deceased, according to law and shall in all respects discharge the duties of him required by law as the administrator aforesaid without any injury or damage to any person interested in the faithful performance of said office, then the above obligation shall be void; it is otherwise to be in full force and virtue in law.

Madison Brown (SEAL)

Signed, sealed and delivered in the presence of

Marie Shortall.

AMERICAN SURETY COMPANY OF NEW YORK

by Madison Brown
Its attorney in Fact.

Attest:

Examined and approved by us this 2nd day of January, 1929.

Countersigned by

J. Lemuel Roberts.

Henry C. Bowen
W. Hopper Gibson
Clayton T. Cann.

Judges of the Orphans' Court of Queen Anne's County.

For certificate which is attached to this bond see opposite page.

EXHIBIT B.
CERTIFICATE OF REGISTER OF WILLS.

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

I, William T. Bishop, Register of Wills for Queen Anne's County, State of Maryland, do hereby certify that it appears from the records of the Orphans' Court of Queen Anne's County, (of which court I am the clerk) that on March Second, in the year nineteen hundred and fifteen, letters of administration cum testamento annexo of the personal estate of Thomas H. Dodd, late of said county, deceased, were granted and committed unto Madison Brown, after he had filed in said court a bond given to the State of Maryland as such administrator in the penal sum of $2500.00, with the American Surety Company of New York as surety thereon.

And I, William T. Bishop, Register of Wills aforesaid, do further certify that it appears from the records of said office that on January 11, 1916, the said administrators filed in said court his first administration account, which shows an over payment of the personal estate of $780.79, and that said administration was duly approved by said court; and that it also appears from said record that on April 15, 1919, the said administrator filed in said court his second and final administration account by which there is distributed to the legatees of Thomas H. Dodd the sum of $656.91.

IN TESTIMONY WHEREOF I hereunto set my hand and affix the seal of the Orphans' Court of Queen Anne's County this seventh day of January in the year nineteen hundred and twenty nine.

Seal's Place.

William T. Bishop
Register of Wills.

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EXHIBIT C.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Bond of Administration of Madison Brown, Administrator c.t.a. of Thomas H. Dodd, deceased, as filed and passed in this office on January 2, 1929, and recorded in Liber W.T.B. No. 2, Folio 146, in the Orphans' Court for Queen Anne's County, Maryland.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this fifth day of January, 1929.

William T. Bishop
Register of Wills for Queen Anne's County, Maryland.

TESTIMONY.
Filed Jan. 9th. 1929.

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

In the Matter of the ex-parte Petition of Madison Brown, administrator c. t. a. of the personal estate of Thomas H. Dodd, et al.) Cause No. 2746.

To the Honorable, the Judges of said Court:

The report of Edwin H. Brown, junior, special auditor, unto Your Honors respectfully sets forth:

That as will appear by his report and account filed in said cause there are distributed unto William H. Wood as a child of Mollie Bailey $761.29 principal and $16.06 interest, unto N. Lucille Bailey as a child of Mollie Bailey two like sums and unto William H. Wood as the administrator of the estate of Susan E. Wood also a child of Mollie E. Bailey two like sums.

That the auditor has taken the following testimony to establish the rights of these parties to receive these sums of money and for that purpose William H. Wood, atwitness of lawful age, was produced and having been duly sworn by me was examined by Madison Brown, his attorney, and did depose in answer to the following questions as follows, to wit:

Interrogatory No. 1:
Please state your name, age, place of residence and occupation.
Answer:
My name is William H. Wood. I live in Centreville, Queen Anne's County, Maryland. I am fifty three years of age, and I am a salesman by occupation.
Inter. No. 2:
In this cause there has been filed a copy of the last will of James H. Dodd, deceased. State whether or not you knew him and if so, when and where did he die?
Ans:
I knew him well. He was my uncle; he died in January, 1912, in Queen Anne's County. He left the will you mention.
Inter. No. 3:
State whether or not his wife, Mollie Baynard Dodd, named in his will is living or dead, and if dead, state when she died.
Ans:
She died May 5, 1928.
Inter. No. 4:
State whether or not Francis T. Tagg, named in said will as the executor, is living or dead, and whether you knew him or not, and if dead, state when he died.
Ans:
I knew him. He died in the year, 1924.
Inter. No. 5:
In the will of the said James H. Dodd, there is mentioned as the subject of a legacy payable out of the proceeds of the sale of the Home Farm of the said James H. Dodd one Mollie Bailey, the wife of William Bailey. To this Mollie Bailey in another part of the will there is given the interest on three thousand dollars during her life, the principal to be paid to her children at her death. State whether or not you knew this Mollie Bailey and whether she is living or dead, and if dead, state when and where she died.
Ans:
I knew her well, for she was my mother, and the half sister of the said James H. Dodd. She died in the year 1916.
Inter. No. 6:
The date of the will of the said James H. Dodd is August 21, 1909. State how many children your mother had living on the day of the date of said will.
Ans:
She had three children then living, myself, the said William H. Wood, my sister, E. Lucille Bailey, and my sister, Susan E. Wood.
Inter. No. 7:
State how many children, if any, were born unto your mother after the day of the date of said will.
Ans:
No children were born of her.

Inter. No. 8:
State how many of the children of your mother are now living.
Ans:
Two, myself and my sister, N. Lucille Bailey, Susan E. Wood is dead.
Inter. No. 9:
State when and where your sister, Susan E. Wood, died.
Ans:
She died in Centreville, Maryland, in the year 1917.
Inter. No. 10:
State whether or not the said Susan E. Wood left a last will and testament, and whether or not she left any personal estate.
Ans:
She died intestate, and she left a personal estate.
Inter. No. 11:
State if you know if any administration upon her personal estate was granted to anyone, and if so, to whom.
Ans:
Administration on this personal estate was granted by the Orphans' Court of Queen Anne's County on September 3, 1918, unto me after I had filed in said court my bond as such administrator in the penal sum of twelve hundred dollars.
Inter. No. 12:
State what you have done, if anything, in the administration of this estate.
Ans:
On March 11, 1919, I passed in the Orphans' Court of Queen Anne's County my first and final account in said administration, and by this account I had in hand for distribution among the legal representatives of said Susan E. Wood $402.09, subject to the usual collateral inheritance tax. My sister, Susan E. Wood, left only two persons entitled to her personal estate, myself and my sister, N. Lucille Bailey, for she was never married, and her father was dead, and she had no other brother or sister than myself and my living sister, N. Lucille Bailey.
Inter. No. 13:
State whether or not this administration was made by said distribution a full and a complete administration.
Ans:
It was a complete administration to March 11, 1919, the date of the account, and no personal property of any kind was left unadministered, nor has any since been received by me, nor do I know of any other personal property of the said Susan E. Wood which may yet come into my hands other than the sum of money distributed to me as principal by the auditor's account filed in the above case, and the sum of money distributed to me as interest by the same account. I mean distributed to me as administrator.
Inter. No. 14:
I now hand you a paper writing marked "Exhibit in Testimony of William H. Wood, No. 1". Please examine the same and state what it is. The attorney hands witness the paper writing mentioned.
Ans:
It is the certificate of the Register of Wills for Queen Anne's County relative to the passage of my administration account.

There is now filed with the auditor said paper writing.

Inter. No. 15:
I now hand you a paper writing marked "Exhibit in Testimony of William H. Wood, No. 2". Examine the same and state what it is.
Ans:
It is the certificate of the Register of Wills for Queen Anne's County showing my appointment as administrator of Susan E. Wood.

Note: There is now filed with the auditor said paper writing.

Inter. No. 16:
State whether or not you have since the filing of your first bond, filed in the Orphans' Court of Queen Anne's County an additional bond as the administrator of the personal estate of Susan E. Wood.
Ans:
On January 2, 1929, I did file in the said court an additional bond as the said administrator dated January 2, 1929, in the penalty of nine hundred dollars with the American Surety Company of New York as surety thereon.
Inter. No. 17:
I now hand you a paper writing marked "Exhibit in Testimony of William H. Wood, No. 3". Please examine the same and state what it is.
Ans:
It is a certified copy of the additional bond that I have just mentioned.

Note: There is now filed with the auditor the paper writing mentioned.

Inter. No. 18: asked by the auditor:
Do you know or can you state any other matter or thing which may be of benefit or advantage to the parties of this cause, or either of them, or that may be material to the subject of this, your examination or the matters and questions between the parties? If yea, state the same fully and at large in your answer.
Ans:
I do not.

William H. Wood.

There being no further witnesses to be examined your Examiner herewith respectfully makes his return together with Exhibit A, Exhibit B and Exhibit C and certifies that

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he was engaged as such Examiner for a period of one day and examined one witness and that for the purpose of expediting the taking of this testimony he employed a clerk, making the costs chargeable in this matter as follows:-

Edwin H. Brown, Jr., Examiner	$4.00
Nellie Brown, Clerk.	2.50
Total	$6.50

Respectfully submitted,

Edwin H. Brown, Jr.
SPECIAL AUDITOR.

EXHIBIT "A".
or
"EXHIBIT IN TESTIMONY OF
WM. H. WOOD, NO. 1".

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

I, William T. Bishop, Register of Wills for Queen Anne's County, State of Maryland, do hereby certify that it appears from the records of the Orphans' Court of Queen Anne's County, (of which court I am the clerk) that William H. Wood, the administrator of the personal estate of Susan Wood, filed in the Orphans' Court of Queen Anne's County aforesaid his first and final administration account; that by said administration account there was distributed unto the said William H. Wood as one of the legal representatives of Susan Wood $190.98, and unto N. Lucille Bailey the only other legal representative of the said Susan Wood the sum of $190.99, clear of all collateral inheritance taxes.

IN TESTIMONY WHEREOF I hereunto set my hand and affix the seal of the Orphans' Court of Queen Anne's County this seventh day of January in the year nineteen hundred and twenty nine.

Seal's Place.

William T. Bishop
Register of Wills.

"EXHIBIT B".
"EXHIBIT IN TESTIMONY OF
WM. H. WOOD, NO. 2".

At the time of the recording of these papers this Exhibit was not in the bundle of papers.

"EXHIBIT C". or
"EXHIBIT IN TESTIMONY OF
WM. H. WOOD, NO. 3".

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

KNOW ALL MEN BY THESE PRESENTS, that we, William H. Wood, 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 with due authority to become the sole surety upon the bonds of administrators, are held and firmly bound unto the State of Maryland in the full and just sum of nine hundred ($900.00) dollars to be paid to the said State of Maryland; to which payment well and truly to be made and done we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole jointly and severally, firmly by these presents.

SEALED with our seals and dated this second day of January in the year nineteen hundred and twenty nine.

WHEREAS the above bound William H. Wood did heretofore file in the Orphans' Court of Queen Anne's County his bond as the administrator of Susan Wood; and

WHEREAS the said William E. Wood has been called upon by the Oprhans' Court of Queen Anne's County aforesaid to file an additional bond as the administrator aforesaid in the penal sum above mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: that if the above bounden William H. Wood shall well and truly perform the office of the administrator of the personal estate of Susan Wood, late of Queen Anne's County aforesaid, deceased, according to law and shall in all respects discharge the duties of him required by law as the administrator aforesaid without any injury or damage to any person interested in the faithful performance of said office, then the above obligation shall be void; it is otherwise to be in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Marie Shortall.

Attest:

William H. Wood (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK
by
Madison Brown
Its attorney in Fact.

Examined and approved by us this 2nd. day of January, 1929.

Countersigned by

J. Lemuel Roberts.

Henry C. Bowen
W. Hopper Gibson
Clayton T. Cann.

Judges of the Orphans' Court for Queen Anne's County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Bond of Administration of William H. Wood, Administrator of Susan Wood, deceased, as filed and passed in this office on January 2, 1929, and recorded in Liber W.T.B. No. 2, folio 147, in the Orphans' Court for Queen Anne's County.

Seal's
Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this fifth day of January, 1929.

William T. Bishop
Register of Wills for Queen Anne's County, Maryland.

ORDER OF COURT.

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

In the Matter of the ex-parte Petition
of Madison Brown, administrator c. t. a.
of Thomas H. Dodd, et al.

Cause 2746.

The within and aforegoing testimony taken by Edwin H. Brown, Jr., special auditor, relative to the right of Madison Brown, trustee in cause 2037, to receive the sum of $1522.56 distributed by the audit in the above entitled cause unto Annie C. Bryan for life with the remainder unto her children at her death, and the sum of $32.13 distributed in the same manner as interest thereon, has been read and considered.

It is, thereupon, on this twelfth day of January, 1929, ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that Madison

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Brown and J. Frank Harper, trustees of said cause 2746, be and they are hereby authorized, empowered and directed to pay unto Edwin H. Brown, jr., special auditor, the sum of $6.50, the cost of taking said testimony, out of said sum of $1522.56, and to pay the balance of said sum unto Madison Brown, trustee of cause 2037 of this court.

And it is further ordered that the said Madison Brown and J. Frank Harper, trustees of cause 2746, be and they are hereby authorized, empowered and directed to pay unto the said Madison Brown, trustee of cause 2037, the sum of $32.13, distributed by way of interest unto Annie C. Bryan for life with the remainder to her children by said account as above set forth.

Filed January 12th. 1929. Thomas J. Keating.

ORDER OF COURT.

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

In the Matter of the ex-parte Petition of Madison Brown, administrator c. t. a. of Thomas H. Dodd, et al. Cause No. 2746.

The within and aforegoing testimony taken by Edwin H. Brown, jr., special auditor, relative to the right of Madison Brown, administrator of Thomas H. Dodd, to receive the sum of $2283.84, and the sum of $48.19 distributed unto him by the audit filed in the above entitled cause, has been read and considered.

It is, thereupon, on this twelfth day of January, 1929, ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that Madison Brown and J. Frank Harper, trustees of cause 2746, be and they are hereby authorized, empowered and directed to pay unto Edwin H. Brown, jr., the sum of $6.50, the cost of taking said testimony out of said sum of $2283.84, and to pay the balance of said sum unto the said Madison Brown, administrator of Thomas H. Dodd, and to pay unto the said Madison Brown, administrator of said Thomas H. Dodd, the said sum of $48.19 distributed as interest unto him by said audit.

Filed January 12th. 1929. Thomas J. Keating.

ORDER OF COURT.

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

In the Matter of the ex-parte Petition of Madison Brown, administrator c. t. a. of Thomas H. Dodd, et al. Cause 2746.

The within and aforegoing testimony taken by Edwin H. Brown, jr., special auditor, relative to the rights of William H. Wood to receive $761.29 distributed by the account filed in the above entitled cause to him in his own right and the sum of $761.29 distributed by said account unto him as the administrator of Susan E. Wood and to the right of N. Lucille Bailey to receive the sum of $761.29 distributed to her by said account.

It is, thereupon, on this twelfth day of January, 1929, ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, as follows, to wit: that Madison Brown and J. Frank Harper, trustees of said cause 2746, be and they are hereby authorized, empowered and directed to pay

unto William H. Wood $761.29 distributed unto him by said audit aforesaid less one third of $6.50, the cost of taking said testimony; and

unto William H. Wood, administrator of Susan E. Wood, $761.29 distributed unto him by said audit aforesaid less one third of $6.50, the cost of taking said testimony; and

unto N. Lucille Bailey $761.29 distributed unto her by said audit aforesaid less one third of $6.50, the cost of taking said testimony; and

unto Edwin H. Brown, junior, special auditor, the sum of $6.50 the cost of taking said testimony.

Filed January 12th. 1929. Thomas J. Keating.

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CHANCERY CAUSE # 2824.

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

Denton, Maryland,
June 7th. 1930.

To H. B. W. Mitchell, Attorney at Law,
Centreville, Maryland.

This is to authorize and request you to institute proceeding to effect a sale of the undivided one-fifth interest and the undivided one-sixth of one-fifth interest of Anna Bennett Green, infant, in the farm in the Fifth Election District of Queen Anne's County, Maryland, containing two hundred and eleven acres, two roods and ten perches of land, more or less, owned during her life time by my late mother, Mary H. Bryan, and to bring the suit for this purpose in the name of Anna Bennett Green by me, Edna B. Green as her prochein ami.

Filed June 10th. 1930. Edna B. Green.

ANNA BENNETT GREEN BY EDNA B. GREEN HER PROCHEIN AMI	IN THE CIRCUIT COURT
VS.	FOR
ANNA BENNETT GREEN, INFANT.	QUEEN ANNE'S COUNTY
	IN EQUITY.
	NO. 2824.

To the Honorable, the Judges of said Court:

The Bill of Complaint of Anna Bennett Green by Edna B. Green her prochein ami, to your Honors respectfully sets forth:

1. That Mary H. Bryan, late of Queen Anne's County, deceased, departed this life in the month of January, 1928, seized and possessed of a tract or tracts of land in the Fifth Election District of said county, on both sides of the public road leading from Queenstown to Bennetts' Point on Wye River and Greenwood Creek adjoining the lands of Harry C. Butler and others consisting (as described in the deed thereof filed herewith as Exhibit No. 1) of two parcels, "Parcel No. 1" and "Parcel No. 2", but now reduced into and cultivated as one farm, the whole tract (parcel No. 1 and Parcel No. 2) containing two hundred and eleven acres, two roods and ten perches of land, more or less, and which was conveyed unto the said Mary H. Bryan by William J. Price by deed dated the thirteenth day of June, nineteen hundred and thirteen, and recorded in Liber W. F. W. No. 3 folio 360, a land record book for Queen Anne's County, a certified copy of which said deed is filed herewith as a part of this bill of Complaint and marked "Exhibit No. 1".

2. That the said Mary H. Bryan departing this life as aforesaid was survived by the following children: George Herman Bryan, Anna Elizabeth Bryan, James Brooke Bryan, Edna Bryan Green, Leon Oswald Bryan and John Charles Bryan, her only heirs at law and next of kin, a daughter, Katherine Brooke Bryan, and her husband, having predeceased her, she being a widow at the time of her death.

3. That the said Mary H. Bryan departing this life as aforesaid left a last will and testament, duly executed to pass real estate and personal property, dated the twenty sixth day of June, nineteen hundred and twenty five, which has been duly admitted to probate by the Orphans' Court for Queen Anne's County and is recorded in the office of the Register of Wills for said County in Liber W. T. B. No. 3 folio 140, a will record book for said County, a certified copy of which said will is filed herewith as a part hereof and marked "Exhibit No. 2", by which said will the said Mary H. Bryan devised all of her real estate to the following of her children, share and share alike: Katherine Brooke Bryan, George Herman Bryan, Anna Elizabeth Bryan, James Brooke Bryan and Edna Bryan Green.

4. That the said Katherine Brooke Bryan subsequent to the date and execution of the said will and testament of said Mary H. Bryan, but prior to the time of the death of said Mary H. Bryan departed this life intestate, unmarried and being survived by her mother, said Mary H. Bryan and six brothers and sisters, as follows: said George Herman Bryan, Anna Elizabeth Bryan, James Brooke Bryan, Edna Bryan Green nee Bryan, Leon Oswald Bryan, and John Charles Bryan, her only heirs at law, her father having predeceased her.

5. That subsequent to the time of the death of said Mary H. Bryan, the said Anna Elizabeth Bryan departed this life leaving a last will and testament duly executed to pass real and personal property which said will has been duly admitted to probate in the Orphans' Court for Caroline County, a certified copy of said will having been duly filed and recorded in the office of the Register of Wills for Queen Anne's County and recorded in Liber W. T. B. No. 3 folio 234, a will record book for said County, a certified copy thereof being filed herewith as a part hereof and marked "Exhibit No. 3", by which said will the said Anna Elizabeth Bryan devised her interest, consisting of an undivided one-fifth interest devised to her by Mary H. Bryan and an undivided one-sixth of one-fifth interest which descended to her upon the death as aforesaid of Katherine Brooke Bryan, her sister, intestate, unto Anna Bennett Green, an infant of tender years,

who now resides with her mother, Edna Bryan Green, in Denton, Caroline County, Maryland.

6. That it would be for the benefit and advantage of the said infant to sell the said undivided one-fifth interest and one-sixth of one-fifth interest of said infant in said real estate.

TO THE END THEREFORE:

(1) That the said undivided one-fifth interest and one-sixth of one-fifth interest in said real estate may be sold.

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

May it please your Honors to grant unto your Orator the writ of subpoena directed to the Sheriff of Caroline County, against said Anna Bennett Green, residing in said Caroline County, commanding her to appear in this Court at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed in the premises.

Filed June 10th. 1930.

H. B. W. Mitchell
SOLICITOR FOR THE PLAINTIFF.

SUBPOENA FOR RESPONDENT TO APPEAR & ANSWER.
Filed June 13th. 1930.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND
TO

Anna Bennett Green

OF CAROLINE COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of July next, to answer the complaint of Anna Bennett Green by Edna B. Green, her Prochein Ami, 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 June, 1930.
Issued the 10th day of June in the year 1930.

B. Hackett Turner, Clerk.

H. B. W. Mitchell
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 July next, being the Return Day.

B. Hackett Turner, Clerk.

And on the back of the following Writ are the following endorsements, to wit:-

"Received and forthwith delivered to the Sheriff of Caroline County, this 12" day of June, 1930.
Test:- T. Clayton Horsey, Clerk.

"I hereby certify that on this 12" day of June, 1930, I read the within Writ to the Infant Defendant therein named, and copy of Process left with Edna B. Green with whom he resides and in whose custody he now is.

William F. Jackson,
Sheriff.

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PETITION FOR THE APPOINTMENT
OF A GUARDIAN AD LITEM, & ORDER OF COURT THEREON.
Filed July 21st. 1930.

Anna Bennett Green by Edna B. Green, her Prochein Ami, vs. Anna Bennett Green, Infant.	In the Circuit Court for Queen Anne's County, in Equity. No. 2824.

To the Honorable, the Judges of said Court:

The Petition of Anna Bennett Green, by Edna B. Green, her prochein Ami, the Plaintiff in the above entitled cause unto your Honors respectfully sets forth:

The writ of subpoena heretofore issued in the above entitled cause for Anna Bennett Green, infant, has been duly served and returned by the Sheriff of Caroline County, Maryland, as will appear by reference to the proceedings in the above entitled cause.

That the said infant has 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 inant by the bill filed herein.

Your petitioner therefore prays your Honors to pass an order appointing some suitable persons guardian ad litem for said infant to appear in this cause and defend this suit for her.

Respectfully submitted.

H. B. W. Mitchell
Attorney for the plaintiff.

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

I hereby certify that on this 21st. day of July, 1930, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared H. B. W. Mitchell, attorney for Anna Bennett Green, infant, the plaintiff, and made oath that the matters and things set forth in the aforegoing 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, in Equity.

Filed July 21st. 1930.

The aforegoing petition having been read and considered, it is thereupon this 21st day of July, 1930, ORDERED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Thomas J. Keating, Jr. be and he is hereby appointed guardian ad litem for Anna Bennett Green, infant defendant in above entitled cause, with authority and direction to answer the bill of complaint filed against said infant in the above cause and to defend the suit instituted against said infant by said bill for said infant.

Filed July 21st. 1930. Lewin W. Wickes.

ANSWER OF ANNA BENNETT GREEN,
INFANT, BY HER GUARDIAN AD LITEM.
Filed July 24th. 1930.

Anna Bennett Green by Edna B. Green, her prochein Ami, vs, Anna Bennett Green, Infant.	In the Circuit Court for Queen Anne's County, in Equity. No. 2824.

To the Honorable, the Judges of said Court.

The answer of Anna Bennett Green, Infant, by Thomas J. Keating, Jr., guardian ad litem, duly appointed by order of this Honorable Court, to the bill of complaint of Anna Bennett Green by Edna B. Green, her prochein Ami, against her in this Court exhibited.

This defendant, being an infant, cannot admit any of the matter and things in said bill alleged, and submits her rights thereunder to the protection of this Court.

Thos. J. Keating, Jr.
Guardian ad litem.

Filed July 24th. 1930.

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

I hereby certify that on this 24th. day of July, 1930, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Thomas J. Keating, Jr., guardian ad litem of Anna Bennett Green, Infant, and made oath that the matter and things stated in the within and aforegoing answer were true as therein set forth, to the best of his knowledge and belief.

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

"EXHIBIT NO. 1".
CERTIFIED COPY OF DEED.
Filed July 26th. 1930.

#3712. QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the thirteenth day of June, in the year nineteen hundred and thirteen, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this thirteenth day of June, in the year nineteen hundred and thirteen, by William J. Price, of Queen Anne's County, State of Maryland;

WITNESSETH:- that for and in consideration of the sum of eighty five hundred dollars ($8500.00) the said William J. Price does hereby grant and convey unto Mary H. Bryan, her heirs and assigns, in fee simple, all that tract or those tracts of land or farm known as "Sedgwick" or the "Clements Farm", or by whatsoever name or names the same may be called or known, being part of the tract of land originally known as "Russell Dale" situate, lying and being in the fifth election district of Queen Anne's County, State of Maryland, and composed of the two following described tracts or parcels of land, to wit:- Parcel No. 1. All that tract of land situate in the fifth election District of Queen Anne's County aforesaid, on both sides of the public road leading from Queenstown to Bennett's Point, being bounded on one side by Wye River and on another side by Greenwood Creek, adjoining the lands of Robert B. Dixon, Charles W. Butler, George H. Tarbutton and Thomas Black, and containing one hundred and sixty acres, three roods and fourteen perches of land, more or less;
Parcel No. 2. All that tract of woodland situate in the fifth election district of Queen Anne's County aforesaid, on Greenwood Creek, and lying on the west side of the public road leading from Queenstown to Bennett's Point, adjoining the lands of Robert B. Dixon and Cecelia Embert, and containing forty one acres, two roods and thirty six perches of land, more or less;
The two parcels of land above described and hereby granted and conveyed being the same and all the land which was conveyed to the said William J. Price by Charles W. Slagle, attorney, by deed bearing date the twenty eighth day of October, eighteen hundred and ninety six, and recorded in Liber W.H.C. No. 5, folios 238 &c., a land record book for Queen Anne's County aforesaid, and being the same land described in the deed from John B. Brown and Edwin H. Brown, trustees, to Valentine B. Clements, bearing date the twenty sixth day of September, eighteen hundred and eighty five, and recorded in Liber S.C.D. No. 6, folios 408 &c., a land record book for Queen Anne's County aforesaid, to which said deeds and the references therein contained reference is hereby made for a more definite and particular description of the said two parcels of land hereby granted and conveyed; saving and excepting from said above described Parcel No. 1 the small lot of land containing one acre, three roods and nine perches which was conveyed by the said William J. Price to William W. Caulk by deed bearing date the second day of July, eighteen hundred and ninety seven and recorded in Liber W.H.C. No. 6, folios 307 &c., a land record book for Queen Anne's County aforesaid.

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

AND the said William J. Price covenants that he will warrant generally and specially the property hereby granted and conveyed and that he will execute such further assurances of said land as may be or become requisite or necessary.

Test: Wm. E. Thompson. Wm. J. Price (SEAL)

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

I hereby certify that on this thirteenth day of June, in the year nineteen hundred and thirteen, 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. Price and acknowledged the aforegoing deed to be his act.

Wm. E. Thompson.
Justice of the Peace.

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

I hereby certify that the aforegoing is truly taken and copied from Liber W.F.W. No. 3, folio 360 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 26th. day of July, in the year 1930.

B. Hackett Turner, Clerk.

PETITION FOR APPOINTMENT
FOR EXAMINER to take TESTIMONY.
Filed July 26th. 1930.

Anna Bennett Green by Edna B. Green, her prochein Ami,	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, NO. 2824.
vs.	
Anna Bennett Green, Infant.	

To the Honorable, the Judges of said Court:

The petition of Anna Bennett Green, infant, by Edna B. Green, her prochein Ami, to your Honors respectfully sets forth:

1. That your petitioner is now ready to take testimony in the above entitled cause in support of the allegations in the Bill of Complaint filed herein.

2. That the regular Standing Examiner of this Honorable Court is the Solicitor for the plaintiff in this cause.

Your petitioner therefore prays this Honorable Court to pass an order appointing some other suitable person as Special Examiner to take such testimony as your petitioner desires to have taken.

And as in duty bound, etc.

H. B. W. Mitchell
SOLICITOR FOR PETITIONER.

Filed July 26th. 1930.

ORDER OF COURT.

Upon the aforegoing petition it is ordered this 28th. 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 Edwin H. Brown, Jr., be and he is hereby appointed Special Examiner to take testimony in the above entitled cause.

Filed July 28th. 1930.

Lewin W. Wickes.

EXHIBIT NO. 2*.
Filed Aug. 2nd. 1930.

I, Mary Hester Bryan, of Queen Anne County and State of Maryland, being of sound mind and understanding, do make and declare this to be my lasy will and testament, hereby expressly revoking all other wills by me made.

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my property as follows, that is to say:

1. To my son, Leon Oswald Bryan, two hundred dollars is to be paid, said amount to cover the funeral expenses of my son, John Charles Bryan.

2. To my son, George Herman Bryan, I give my livestock, farming implements, household goods and furniture (except that disposed of before my death).

3. To my daughter, Edna Bryan Green, I give my silver service.

4. To my daughter, Anna Elizabeth Bryan, I give all my flat silver.

5. To my granddaughter, Ann Bennett Green, I give my gold chain.

6. I give, devise and bequeath my real estate and all moneys in bank to the following of my children, share and share alike:

Katherine Brooke Bryan, George Herman Bryan, Anna Elizabeth Bryan, Jane Brooke Bryan and Edna Bryan Green.

This devise made to my children is made to them in fee simple, their heirs and assigns forever.

It is my desire that my daughter, Anna Elizabeth Bryan, act in capacity of guardian of my daughter, Katherine Brooke Bryan.

I constitute and appoint my daughter Anna Elizabeth Bryan, executrix of this my last will and testament.

As witness my hand and seal this 26th day of June in the year nineteen hundred and twenty five.

Mary H. Bryan (SEAL)

Signed, sealed, published and declared as and for the last will and testament of Mary Hester Bryan, in our presence, who at her request, in her presence and in the presence of each other have hereunto subscribed our names as witnesses thereo.

Joseph H. Collier

Laura M. Collier

Ethel E. Collier

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

On the 6th day of March, A.D. 1928, came Edna Bryan Green, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of Mary Hester Bryan, late of Queen Anne's County, deceased, and made oath, in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to her hand and possession, and that she does not know nor has she heard of any other and that she received the same from Mary Hester Bryan on or about 26th day of June, A.D. 1925.

Sworn before

Wm. T. Bishop
Register of Wills of Queen Anne's County, Md.

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

On the 6th day of March, 1928, came Joseph H. Collier, Laura M. Collier and Ethel E. Collier, subscribing witnesses to the aforegoing last Will and Testament of Mary Hester Bryan, 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 apprehensions, 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.

Sworn in open court,
Test:

Wm. T. Bishop
Register of Wills of Queen Anne's County, Md.

ORDER OF COURT ADMITTING WILL TO PROBATE.

STATE OF MARYLAND, SCT:
IN THE ORPHANS' COURT
FOR QUEEN ANNE'S COUNTY.

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of Mary Hester Bryan, 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 Sixth day of March, A.D., 1928, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary Hester Bryan, deceased.

Henry C. Bowen

Clayton T. Cann

W. Hopper Gibson

JUDGES OF THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY.

H3880

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SGT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the Last Will and Testament of Mary Hester Bryan, deceased, as filed and passed in this office on March 6th. 1928, and recorded in Liber W.T.B. No. 3, Folio 140, in the Orphans' Court for Queen Anne's County, Maryland.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 2nd day of August 1930.

William T. Bishop
Register of Wills for Queen Anne's County, Maryland.

EXHIBIT NO. 3".
Filed Aug. 2nd. 1930.

MARYLAND, SS:

THE STATE OF MARYLAND,

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that the last Will and Testament of Anna Elizabeth Bryan late of Caroline County, deceased, has been in due form of law exhibited, proved and recorded in the office of the Register of Wills for Caroline County, a copy of which is to these presents annexed, and administration of all the goods, chattels and credits of the said deceased, is hereby granted and committed unto Edna B. Green the administrator C. T. A. by the said Court appointed; she having first taken an oath that she will well and truly administer the goods, chattels, personal estate and credits of the said Anna Elizabeth Bryan late of Caroline County, deceased, to the best of her knowledge according to law; and will give a just account of her administration when thereto she shall be lawfully called; and that she will diligently and faithfully regard and well and truly comply with the laws of the State of Maryland imposing a tax on commissions allowed to executors and administrators, and a tax on collateral inheritances, distributive shares and legacies.

Witness: The Honorable Richard T. West Chief Judge of the Orphans' Court for Caroline County, this 9th day of April, in the year of our Lord one thousand nine hundred and twenty-nine.

Test:

J. Irwin Harwood
Register of Wills for Caroline County.

Queenstown, Md.

June 26, 1916.

I hereby bequeath all my property personal and real to Anna Bennette Green.

Anna Elizabeth Bryan.

Edna Bryan Green

Mary Cecelia Bryan.

STATE OF MARYLAND, CAROLINE COUNTY, SS:

The 2nd day of April, 1929. Then came Edna Bryan Green custodian of the aforegoing paper writing, purporting to be the last Will and Testament of Anna Elizabeth Bryan, late of Caroline County, deceased, and made oath in due form of law that the said instrument of writing is the true and whole last Will and Testament of Anna Elizabeth Bryan, deceased, that has come to her hands or possession; and that she does not know of any other Will, or of any Codicil to the said Will of said deceased, of a later date; and that the same was delivered to her by the said testatrix, at the time of the making thereof and has remained in her keeping until deposited with the Register of Wills for Caroline County for probate.

Sworn in open Court.

J. Irwin Harwood.

Register of Wills for Caroline County.

CAROLINE COUNTY, SS:

The 2nd day of April, 1929.

Then came Edna Bryan Green, one of the subscribing witnesses to the foregoing instrument of writing, purporting to be the last Will and Testament of Anna Elizabeth Bryan late of Caroline County, deceased, and made oath in due form of law that she did see the said Anna Elizabeth Bryan sign and seal the said Will; that she 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 knowledge and apprehension, of sound and disposing mind, memory and understanding and capable of executing a valid deed or contract; and that she and Mary Cecelia Bryan (who is now deceased) respectively subscribed their names as witnesses to the said Will in the presence of the said Testatrix, at her request, and in the presence of each other.

Sworn in open Court.

J. Irwin Harwood
Register of Wills for Caroline County.

CAROLINE COUNTY, TO WIT:

The 2nd day of April, 1929. Then came Professor Edward M. Noble, Supt. of Schools for Caroline County, a competent and credible witness, after looking at the name of Anna Elizabeth Bryan, subscribed to the said paper writing as the testatrix thereof, and after being sworn according to law, deposes and says, that he is familiar with the handwriting of the said Anna Elizabeth Bryan, she having been a school teacher in this County for a number of years, and that the name of Anne Elizabeth Bryan, as subscribed to the said paper writing is the true and genuine handwriting of said testatrix, to the best of his knowledge and belief.

Sworn before J. Irwin Harwood.

Register of Wills for Caroline County.

IN THE ORPHANS' COURT FOR CAROLINE COUNTY

The aforegoing last Will and Testament of Anna Elizabeth Bryan, late of Caroline County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice appears to have been given to the next relations of said deceased.

The Court, after having carefully examined the said Will, and also the evidence adduced as to its validity, ORDERS AND DECREES, this 9th day of April, 1929, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Anna Elizabeth Bryan, deceased.

Richard T. West

Elisha H. Harper

William J. Shawn

Judges of the Orphans' Court for Caroline County.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I, the subscriber, Register of Wills for Caroline County and ex-officio Clerk of the Orphans' Court for said County, and as such, the keeper of the records of said office, do hereby certify that it appears from the records of said office that Letters of administration C. T. A. of all the goods, chattels, personal estate and credits of Anna Elizabeth Bryan, deceased, was the on 9th day of April in the year of our Lord one thousand nine hundred and twenty nine granted and committed unto Edna B. Green who was then and there duly appointed administrator C.T.A. of the said deceased; and the said Edna B. Green being then and there present in said Court, first entered into bond, as required by law, in the penal sum of Twenty Eight Thousand ($28,000.00) Dollars, which bond was duly approved by the Orphans' Court for Caroline County the same day, and the said Edna B. Green duly qualified as administrator C. T. A. of the personal estate of Anna Elizabeth Bryan deceased, by taking the oath required by law.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court and of my office, this 24th day of August one thousand nine hundred and twenty-nine.

Test:

J. Irwin Harwood
Register of Wills for Caroline County.

STATE OF MARYLAND,
SS.
CAROLINE COUNTY,

I, J. Irwin Harwood, Register of Wills for Caroline County, in the State of Maryland, and ex-officio Clerk of the Orphans' Court of the said county, and, as such, the keeper of the records of said office, do hereby certify that the within and foregoing is a true copy of the last Will and Testament of Anna Elizabeth Bryan, deceased, proofs of same and order of the Orphans' Court admitting to probate, upon which letters of administration with the will annexed, on the 9th day of April, 1929, were granted unto Edna B. Green as the same now remain of record in the office of the Register of Wills in and for the county aforesaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my said office, at the town of Denton, this 24th day of August, in the year of our Lord One Thousand Nine Hundred and twenty-nine.

J. Irwin Harwood
Register of Wills for Caroline County aforesaid.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Certified Copy of the Last Will and Testament of Anna Elizabeth Bryan, deceased, as filed and passed in this office on September 10, 1929, and recorded in Liber W. T. B. No. 3, Folio 234 etc., in the Orphans' Court for Queen Anne's County, Maryland.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 2nd day of August, 1930.

William T. Bishop
Register of Wills for Queen Anne's County, Maryland.

NOTE: The exhibits referred to in the aforegoing Testimony as Special Examiner's Exhibits A, B & C. are recorded just preceding this Notation as Exhibits Nos. 1, 2 and 3.

TESTIMONY.

Filed Aug. 12th. 1930.

ANNA BENNETT GREEN BY EDNA B. GREEN HER PROCHEIN AMI	IN THE CIRCUIT COURT
	FOR
VS.	QUEEN ANNE'S COUNTY,
ANNA BENNETT GREEN, INFANT.	IN EQUITY. NO. 2824.

To the Honorable, the Judges of _aid Court:

The above cause being at issue and the solicitor for the plaintiff having notified the subscriber, your Special Examiner, appointed by this Honorable Court, of his desire to take testimony, your Special Examiner did attend on the eighth day of August, 1930, at the law office of

H. B. W. Mitchell

in the town of Centreville, Queen Anne's County, Maryland, at the hour of nine o'clock, a. m., and proceeded to take the following testimony:

Griffin Embert, first witness, of lawful age, after being duly sworn, deposes and says:

1. Q. Mr. Embert please state your name, place of residence and occupation?

A. J. Griffin Embert, Queenstown, Fifth Election District of Queen Anne's County, Maryland. I am a land owner, am also a commercial salesman.

2. Q. Do you know the parties to this suit, and, if so, state how long you have known them?

A. Yes, I have know_ them practically all their respective lives.

3. Q. Did you know Mrs. Mary H. Bryan and if so, is she living or dead?

A. Yes I knew her. She is dead.

4. Q. How long has she been dead?

A. Between two and a half and three years.

5. Q. Do you or not know whether she was at the time of her death seized and possessed of any real estate and, if so, describe it?

A. Yes, at the time of her death she owned a farm in the Fifth Election District of Queen Anne's County, containing about 211 acres of land on both sides of the public road from Queenstown to Bennetts' Point farm, on Wye River and Greenwoods Creek.

6. Q. Mr. Embert, I now hand you certified copy of deed from William J. Price to Mary H. Bryan dated June 13th. 1913, and marked Exhibit No. 1, please state whether the land described in the deed of which this exhibit is copy is the land of which Mary H. Bryan, deceased, died seized and possessed?

A. Yes, it is the same land.

At this point certified copy of deed from William J. Price to Mary H. Bryan dated June 13th., 1913, is delivered to Special Examiner and offered in evidence to be filed and is filed and marked "Special Examiner's Exhibit A".

7. Q. What in your opinion is the value of the real estate, the farm and tract of land of which said Mary H. Bryan, deceased, died seized and possessed, the farm you have just described?

A. I think about $10,000.00.

Ten thousand dollars I think would be a fair price.

8. Q. State, if you know, how many children Mrs. Mary H. Bryan had and which of them survived her?

A. Seven, George Herman Bryan, Anna Elizabeth Bryan, James Brooke Bryan, Edna Bryan Green nee Bryan, Leon Oswald Bryan, John Charles Bryan and Katherine Brooke Bryan, all of whom survived her except Katherine Brooke Bryan, who predeceased her.

9. Q. State, if you know, who was the husband of Mrs. Mary H. Bryan, deceased, and whether she was survived by her husband or died a widow?

A. George L. Bryan was her husband. He predeceased her and she was a widow at the time of her death.

10. Q. Was Mrs. Mary H. Bryan survived by any children or descendants of deceased children or were the children you have mentioned as having survived her her only heirs at law and next of kin?

A. She was not survived by any children or descendants of deceased children. The said George Herman Bryan, Anna Elizabeth Bryan, James Brooke Bryan, Edna Bryan Green, Leon Oswald Bryan and John Charles Bryan were her only heirs at law and next of kin.

11. Q. Did Mary H. Bryan die testate or intestate?

A. Testate.

12. Q. I now hand you paper writing purporting to be certified copy of last will and testament of Mary H. Bryan, deceased, and marked Exhibit No. 2, will you examine this paper and say what it is?

A. It is certified copy of the last will and testament of Mary H. Bryan, deceased.

The certified copy of last will and testament of Mary H. Bryan, deceased, dated June 26th., 1925, marked Exhibit No. 2, is now offered in evidence and is handed to the special Examiner to be filed and marked "Special Examiner's Exhibit B".

13. Q. Have any of the children who you have mentioned as having survived said Mary H. Bryan, deceased, since died and, if so, which of them?

A. Anna Elizabeth Bryan has died since the death of her mother, Mary H. Bryan, and the others are all living.

14. Q. Where did the said Anna Elizabeth Bryan die and did she die testate or intestate?

A. She died in Caroline County, Maryland, testate.

15. Q. I now hand you paper writing purporting to be certified copy of last will and testament of Anna Elizabeth Bryan, deceased, and marked "Exhibit No. 3" will you please state what this paper writing is?

A. It is the last will and testament of Anna Elizabeth Bryan, deceased, one of the children of Mary H. Bryan, deceased, said Anna Elizabeth Bryan survived her mother, Mary H. Bryan, but has since died.

(Solicitor for plaintiff offers certified copy of last will and testament of Anna Elizabeth Bryan, deceased, marked exhibit No. 3 in evidence and it is filed and marked "Special Examiner's Exhibit C".

16. Q. What in your opinion Mr. Embert is the fair value of the farm and tract of land in the Fifth Election District of Queen Anne's County, of which said Mary H. Bryan, deceased, died seized and possessed?

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A. In my opinion $10,000.00 is a fair value of the farm mentioned.

17. Q. Mr. Embert the bill of complaint alleges that Anna Bennett Green, infant, was devised an undivided one-fifth interest and an undivided one-sixth of one-fifth interest in the farm and tract of land of which Mary H. Bryan died seized and possessed by the said Anna Elizabeth Bryan, what in your opinion is the fair value of the said undivided one-fifth and undivided one-sixth of one-fifth interest in said farm and tract of land?

Ans. I think from $2,000.00 to $2250.00.

I think from two thousand dollars to twenty two hundred and fifty dollars would be a fair price for the undivided interests of the infant, Anna Bennett Green.

18. Q. Mr. Embert, would it or not be for the benefit and advantage of said infant, Anna Bennett Green, to sell her said undivided one-fifth interest and one-sixth of one-fifth interest in said farm and tract of land at private sale, is so, at what price, give reasons for your answer?

A. Yes, it would be for the benefit and advantage of the said infant, Anna Bennett Green, to sell her undivided one-fifth interest and her undivided one-sixth of one-fifth interest in said farm and tract of land at private sale, provided a fair price could be gotten for it, and a fair price for her said undivided interests in said tract of land would in my opinion be from $2,000.00 to $2,500.00, and my reason for saying this is that the farm could not be partitioned or divided among its respective owners without material loss and injury and an owner of these undivided interests would not have much, if any, control of the farm. The income from these undivided interests would be small, in my opinion very much less than the interest on what I have said would be a fair price for said undivided interests. An owner of these undivided interests would not be justified in giving his or her time to the management of them and where there are undivided interests in land there might be and there is likely to be conflict among the respective owners as to how said land should be managed and cultivated and as to what should be spent on the land and buildings in the way of repairs or improvements.

19. Q. Did you say you thought it would be advantageous to the infant, Anna Bennett Green, to make a private sale of her interest in this farm and tract of land?

A. I did.

20. Q. Why do you think it would be advantageous to the infant to sell her interest in this land at private sale?

A. Because a public sale would be more expensive and I do not believe it would bring as much at private sale as I have said I thought would be a fair price for it. Whether the undivided interest of the infant only were sold or the whole tract of land was sold as a whole. It is a very difficult matter now to sell real estate - farm land - at any where near a satisfactory price or its value.

Examiner's Special.

A. No.

J. Griffin Embert.

Mr. W. S. Cross, the second witness, of lawful age, after having been duly sworn, deposes and says:

1. Q. State your name, place of residence and occupation?

A. W. S. Cross, Queenstown, Maryland, formerly a farmer. I am now one of the Directors of the Queenstown Bank of Maryland.

2. Q. Do you know the farm known as the "Bryan Farm" of 211 acres of land, more or less, undivided interests in which are the subject matter of this suit, if so, state how it is located, how improved and what you consider its value?

A. Yes, I know the farm. It is located in the Fifth Election District of Queen Anne's County, on both sides of the public road leading from Queenstown to Bennett's Point Farm, on Wye River and Greenwood Creek. In my opinion the farm is worth about ten thousand dollars, ($10,000.00). It is improved by dwelling house suitable for the farm and outbuildings in fair condition.

3. Q. What in your opinion is the value of an undivided one-fifth interest and an undivided one-sixth of one-fifth interest in said tract of land?

A. In my opinion, from two thousand dollars to twenty two hundred and fifty dollars would be a fair price for these undivided interests.

4. Q. I hand you paper writing marked "Exhibit No. 1" being certified copy of deed from William J. Price to Mary H. Bryan. Please state whether the land described in and conveyed by the deed of which this exhibit is certified copy is the land of which Mary H. Bryan, late of Queen Anne's County, deceased, died seized and possessed and whether it is the same land in which undivided interest are the subject matter of this suit?

A. Yes, it is the same land.

5. Q. Did you know the said Mary H. Bryan, deceased?

A. I did.

6. Q. State if you know whether she was survived by her husband or died a widow and by whom she was survived as her heirs at law and next of kin?

A. She was not survived by her husband, she died a widow. She was survived by George Herman Bryan, Anna Elizabeth Bryan, James Brooke Bryan, Edna Bryan Green nee Bryan, Leon Oswald Bryan, and John Charles Bryan, her only heirs and next of kin.

7. Q. I now hand you certified copy of last will and testament of Mary H. Bryan, deceased, dated June 26th. 1925, marked "Exhibit No. 2", state whether Mary Hester Bryan, whose name appears at the top of said will and Mary H. Bryan are the same person, and state also whether the land described in these proceedings passed under said last will and testament, certified copy of which I have just handed you?

A. Yes, Mary Hester Bryan and Mary H. Bryan is the same person and the land described in these proceedings passed under this will.

8. Q. State whether you know or knew Katherine Brooke Bryan, George Herman Bryan, Anna Elizabeth Bryan, James Brooke Bryan and Edna Bryan Green, the persons to whom said Mary H. Bryan devised her real estate, and if so, are they living or dead?

A. Yes, I knew all of them and I know all of them who are now living. They are all living except Anna Elizabeth Bryan and Katherine Brooke Bryan who are dead.

9. Q. State, if you know, whether said Katherine Brooke Bryan and/or Anna Elizabeth Bryan died testate or intestate?

A. Katherine Brooke Bryan died intestate. Anna Elizabeth Bryan died testate.

10. Q. Would it or not in your opinion, be for the benefit and advantage of said infant, Anna Bennett Green, for said undivided one-fifth interest and one-sixth of one-fifth interest in the said real estate described in these proceedings as the "Bryan Farm" containing 211 acres of land, more or less, be sold at private sale, give reasons for your answer?

A. Yes, in my opinion it would be for the benefit and advantage of the Infant, Anna Bryan Green, for her undivided interest or interests in the said farm to be sold at private sale. If her undivided interest were sold at public sale I believe it would bring a very small price, if there were any bidders at all. The farm could not be divided or partitioned among the respective owners without great loss, as it could not be divided among all the owners to any advantage, a public sale of the whole property would be expensive and as farm land is at this time very much depressed and hard to sell to any advantage and as a person owning these undivided interest would have very little control over the property she would not be justified in giving attention to it and conflicts might arise among the owners as to the proper management, cultivation or improvement of the farm, and I believe the proceeds arising from the sale of these undivided interests if properly invested at 5% would yield considerably more income than could be derived from these undivided interests in this land.

Examiner's Special.

A. No.

W. S. Cross.

The plaintiff desiring to take other and additional testimony and examine other witnesses who are not now present, your Special Examiner is notified by the Solicitor for the plaintiff that other and additional testimony will be taken in this cause on Monday, August 11th. 1930, at nine o'clock A.M., and pursuant to said notice your Special Examiner did attend on Monday, August 11th. at nine o'clock a.m., at the law office of H. B. W. Mitchell, Esq., Centreville, Md., there being present Edna Bryan Green, George Herman Bryan and the Solicitor for the plaintiff, and proceeded to take the following testimony.

George Herman Bryan, the third witness, of lawful age, after having been duly sworn, deposes and says;

1. Q. State your name, place of residence and occupation?

A. George Herman Bryan, I live in the lower part of the second precinct of the Fifth Election District of Queen Anne's County, Maryland, and am a farmer.

2. Q. Do your or not live on the farm of which Mary H. Bryan, late of Queen Anne's County, deceased, died seized and possessed?

A. I do.

3. Q. Do you know the parties to this suit? State also whether you knew the late Mary H. Bryan, deceased, and her husband, and what relation, if any, your bear or bore to them and whether the said Mary H. Bryan, deceased, was survived by her husband or died a widow?

A. Yes, I know the parties to this suit, Edna Bryan Green is my sister and her daughter, Anna Bennett Green, the infant, is my niece. I knew the late Mary H. Bryan, deceased, she was my mother, and I knew her husband, George L. Bryan, deceased, who was my father, he predeceased my mother, Mary H. Bryan, deceased, and she died a widow.

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4. Q. How long has the same Mary H. Bryan, deceased, been dead? She died in January, 1928?

5. Q. Did said Mary H. Bryan die testate or intestate and by whom was she survived as her heirs at law and next of kin?

A. She died testate and was survived by six children, as follows: Myself, Anna Elizabeth Bryan, James Brooke Bryan, Edna Bryan Green nee Bryan, Leon Oswald Bryan and John Charles Bryan, her only heirs at law and next of kin.

6. Q. Had any of her children precedeased her?

A. Yes, a daughter, Katherine Brooke Bryan, predeceased her mother, Mary H. Bryan. And she was also predeceased by four other children, Oscar V. Bryan, Florence H. Bryan, Mary C. Bryan and D. Carroll Bryan, none of whom were survived by any children or descendants.

7. Q. Did said Katherine Brooke Bryan die testate or intestate?

A. She died intestate.

8. Q. Do you know well the farm and tract of land of which said Mary H. Bryan, deceased, died seized and possessed, if so, describe it?

A. Yes, I know the farm well, I have lived on and cultivated it for a long time. It is situated in the lower part of the Fifth Election District of Queen Anne's County, contains about 211 acres. Is fairly improved with dwelling house and buildings but the buildings need repairs. It is on both sides of the public road leading from Queenstown to Bennett's Point farm and is on Wye River and Greenwood Creek. The land is in fair state of cultivation but very little has been done to improve the land in the last few years.

9. Q. What, if any, interest in this farm is owned by Anna Bennett Green, the infant?

A. She owns an undivided one-fifth interest and an undivided one-sixth of one-fifth interest in said farm.

10. Q. What do you consider is the value of this farm?

A. About $10,000.00, (ten thousand dollars).

11. Q. What do you consider is the value of the undivided interest or interests of said Anna Bennett Green in said farm?

A. $2,333.34, (Two thousand, three hundred and thirty three dollars and thirty four cents), or about that amount.

12. Q. Do you or not consider it would be for the benefit and advantage of Anna Bennett Green, the infant, for her interest in said land to be sold at private sale. Give reason for your answer?

A. Yes, I have no doubt it would be to the benefit and advantage of Anna Bennett Green for her interest in this land to be sold at private sale, provided a fair price could be gotten for it. Her share of the net proceeds from the farm are very little, very much less than, in my opinion, could be derived from the money obtained for her interest, if properly invested. Farm land is very much depressed. It is difficult to get suitable tenants for farms and a person owning a small undivided interest in farm land is at a disadvantage. I believe it would be difficult to get a purchaser for this undivided interest at a public sale and if the farm were offered at public sale it would not only be expensive but I doubt if a purchaser could be had at anything like a fair price.

Examiner's Special.

A.

George Herman Bryan.

Mrs. Edna B. Green, the fourth witness, of lawful age, after being duly sworn, deposes and says:

1. Q. Please state your name, residence and occupation?

A. Edna Bryan Green, Denton, Maryland, I keep house for myself.

2. Q. Do you know the parties to this suit?

A. Yes. I know the parties to this suit. I am one of them. This suit was brought by H. B. W. Mitchell, Esq., with my authority and at my request in the name of my daughter, Anna Bennett Green, who is an infant, by me as her prochein ami for the purpose of effecting a private sale of my daughter's undivided interest in the farm of which Mary H. Bryan died seized and possessed.

3. Q. What was your name before you were married and what relation did you bear to Mary H. Bryan?

A. My name before I was married was Edna Bryan and Mary H. Bryan, now deceased, was my mother.

4. Q. Who was your father, is he living or dead? Did Mary H. Bryan survive her husband and when did she die and did she die testate or intestate?

A. My father was George L. Bryan and he is dead. He predeceased my mother, Mary H. Bryan. My said mother died a widow, testate, January, 1928.

5. Q. By whom was your mother, Mary H. Bryan, survived as her only heirs and next of kin?

A. By six children, George Herman Bryan, Anna Elizabeth Bryan, James Brooke Bryan, Leon Oswald Bryan, John Charles Bryan, all of whom are or were my brothers and sister, and myself, and we were her only heirs and next of kin.

6. Q. Did any of Mary H. Bryan's children predecease her?

A. Yes, a daughter, Katherine Brooke Bryan, and four other children none of the others were mentioned in her will and none of them were survived by children or descendants.

7. Q. Did Katherine Brooke Bryan, whom you have mentioned, ever marry, did she leave any descendants, and did she die testate or intestate?

A. She was never married, she did not leave any descendants, she died intestate.

8. Q. Please Examine Exhibit No. 1 certified copy of deed from William J. Price to Mary H. Bryan dated June 13th. 1913, and state whether the land therein described is the land and the only land of which your mother, Mary H. Bryan, deceased, died seized and possessed?

A. Yes, it is the same land and the only land of which my mother, Mary H. Bryan, died seized and possessed.

9. Q. Do you know this land well?

A. Yes, I do.

10. Q. What in your opinion is its value?

A. I think its value is about $10,000.00.

11. Q. Would it or not, in your opinion, be for the benefit and advantage of your daughter, the said Anna Bennett Green, infant, for her undivided interest or interests in this land to be sold?

A. Yes, it would be for the benefit and advantage of my daughter, said Anna Bennett Green, for her undivided interest or interests in this land to be sold at private sale, provided a fair price could be gotten for it.

12. Q. What would you consider a fair price for it?

A. I think ($2,333.34) twenty three hundred and thirty three dollars and thirty four cents would be a fair price for it.

13. Q. Do you say it would be for the benefit and advantage of your daughter, said Anna Bennett Green, infant, for her undivided interest in this land to be sold at private sale?

A. Yes, provided a fair price, the price I have mentioned or thereabout could be gotten for it.

14. Q. Why do you think her interest should be sold at private sale?

A. Because I believe the amount I have mentioned is as much or more than could be gotten at public sale. I understand it is difficult to sell farm land at a satisfactory price and after inquiry and investigation and after having given the matter some thought I believe it would be for the benefit and advantage of my said daughter for her undivided interest or interests in said land to be sold at private sale as soon as possible if the amount I have mentioned or about that amount can be gotten for it.

15. Q. Do you think the amount you have mentioned, $2,333.34, well invested @5% or 6% would yield your daughter more income than her interest in the land?

A. Yes, much more.

Examiner's Special.

A. No.

Edna Bryan Green.

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 three days and examined four witnesses, making the costs chargeable:

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Edwin H. Brown, Jr., Special Examiner,	$12.00
J. Griffin Embert, witness,	.75
W. S. Cross, witness,	.75
George Herman Bryan, witness,	.75
Edna Bryan Green, witness,	.75
Verna Mears Crowl, stenographer,	3.50
	$18.50

Edwin H. Brown, Jr.
Special Examiner.

FINAL DECREE.

Filed Aug. 25th. 1930.

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

ANNA BENNETT GREEN BY EDNA B.
GREEN HER PROCHEIN AMI,

Vs.

ANNA BENNETT GREEN, INFANT.

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 23rd 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, adjudged, ordered and decreed that the property mentioned in these proceedings be sold; at either public or private sale, that H. B. W. Mitchell 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 $2500.00/100 if corporate security be given, otherwise in double said amount, 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 if at public 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, if at private sale no notice by advertisement or otherwise shall be necessary, which terms shall be one-third cash, one-third in one year and one-third in two years from day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustee, and, as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchaser money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed according to law under the direction of this Court, after deducting the costs of this suit and such 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 Sept. 2nd. 1930.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of September, 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 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 first day of September, 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 Anna Bennett Green, infant, by Edna B. Green, her prochein ami vs. Anne Bennett Green, infant, said cause being numbered 2824 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.

Signed, sealed and delivered in the presence of:
Nellie G. Meredith.

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 aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Sept. 2nd. 1930.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 1, fol. 95, a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 2nd. day of September, in the year 1930.

B. Hackett Turner,
Clerk.

REPORT OF SALE.
Filed Sept. 2nd. 1930.

ANNA BENNETT GREEN, INFANT, BY EDNA B. GREEN, HER PROCHEIN AMI VS. ANNA BENNETT GREEN, INFANT.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, NO. 2824.

REPORT OF SALE.

To the Honorable, the Judges of said Court:

The Report of H. B. W. Mitchell, Trustee under the decree of the Circuit Court for Queen Anne's County, in Equity, on the twenty third day of August, nineteen hundred and thirty, in the aforesaid cause to make sale of the property mentioned in said decree to your Honors respectfully sets forth:

After filing an approved bond for the faithful performance of his trust your Trustee made sale on September 2nd., 1930, of the undivided one-fifth interest and the undivided one-sixth of one-fifth interest of the aforesaid infant Anna Bennett Green in the farm and tract of land situated in the Fifth Election District of Queen Anne's County, Maryland, on both sides of the public road leading from Queenstown into the Bennett's Point Farm, and on Wye River and Greenwood Creek, and containing two hundred and eleven acres of land, more or less, to Leon O. Bryan at and for the sum of two thousand, four hundred and fifty dollars ($2,450.00).

The Purchaser has not yet complied with the terms of sale but your Trustee feels satisfied that he 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 2nd 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, in Equity, in the State of Maryland, personally appeared H. B. W. Mitchell, Trustee, and made oath that the matters and things set forth in the aforegoing report of sale were true as therein stated and that the sale was fairly made.

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

NISI RATIFICATION OF AUDIT. (ERRONEOUSLY ENTERED). THE ORDER NISI WHICH SHOULD HAVE BEEN RECORDED HERE IS RECORDED IMMEDIATELY FOLLOWING THIS.

Anna Bennett Green by Edna B. Green, her Prochein Ami,	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
Anna Bennett Green, Infant.	IN EQUITY.
	CASE NO. 2824.

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.

Filed Dec. 10th. 1930. B. Hackett Turner, Clerk.

ORDER NISI.
Filed Sept. 2nd. 1930.

NISI.

Anna Bennett Green, infant by Edna B. Green, her Prochein Ami	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
Anna Bennett Green, Infant.	IN EQUITY.
	CHANCERY NO. 2824.

ORDERED, This 2nd. day of September, 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 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 $2,450.00.

Filed Sept. 2nd. 1930. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Nov. 7th. 1930.

NISI.

Anna Bennett Green, infant by Edna
B. Green, her Prochein Ami,
vs.
Anna Bennet Green, Infant.

In the Circuit Court for Queen Anne's County in Equity. Chancery No. 2824.

ORDERED, This 2nd day of September 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 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 $2,450.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Sept. 2nd. 1930.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Nov. 6, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Anna Bennett Green, infant, by Edna B. Green, her Prochein Ami, vs. Anna Bennett Green, Infant, Chy. #2824, 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 6th day of October in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

ORDER OF COURT RATIFYING SALE.

ORDERED, this 7th. day of November, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the undivided interest in the real estate made by H. B. W. Mitchell, Trustee, and reported by him in the within and aforegoing Report of Sale in the case of Anna Bennett Green, Infant, by Edna B. Green, her prochein ami, vs. Anna Bennett Green, Infant, No. 2824 in the Circuit Court for Queen Anne's County, in Equity, be, and the same is hereby finally ratified and confirmed, no cause to the contrary 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.

Filed Nov. 7th. 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.

Anna Bennett Green, by Edna B. Green, her Prochein Ami, vs. Anna Bennett Green, infant.	Cause No. 2824.

To the Honorable, the Judges of said Court:

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

That Anna Bennett Green, an infant, as will appear from the proceedings of this cause, was the owner in severalty at the time of the sale of this cause of the real estate sold in this cause and the sale of this cause was made for the purpose of converting said real estate into money for said infant.

That in the within account the auditor has charged H. B. W. Mitchell as trustee with the gross amount of the sale made and report__ by him and has then thereout allowed as follows:

Unto the said trustee his commissions for making this sale per rule of the court, the court costs of this cause in accordance with a statement for same made out by the Clerk of the Court, the cost of his bond filed herein, per voucher for same, the costs of advertising the order nisi on the sale, per voucher for same, and the costs of advertising order nisi to be passed as to this audit;
Unto the auditor his fee;
Unto the said Anna Bennett Green the balance of the gross sales remaining after these allowances amounting to $2205.15.

Which is respectfully submitted.

December 9, 1930. Madison Brown
Auditor.

Cause No. 2824.

The proceeds of the sale of the real estate of Anna Bennett Green, infant, in account with H.B.W. Mitchell, the trustee under the decree of court filed in this cause for the sale of said real estate.

1930/	CR.	
Sept. 2	By the amount of the gross sale of said real estate per report of sale filed in this cause, to wit:	$2,450.00

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DR.

" "	To H. B. W. Mitchell, the trustee, for his commissions for making the sale per rule of court, to wit:		$142.75
	To do., for the court costs of this cause per statement of the Clerk as follows:		
	Costs of B. H. Turner, Clerk,	$35.25	
	Appearance fee of H.B.W. Mitchell,	10.00	
	Sheriff of Caroline County	.60	
	E.H. Browne, jr., special examiner,	12.00	
	Four witnesses before examiner	3.00	
	Verna Mears Crowl, stenographer,	3.50	
	T.J. Keating, guardian ad litem,	4.00	
	W.T. Bishop, Register of Wills,	4.75	
	J.E. Harwood, Register of Wills-Caroline Co-	2.00	75.10
	To do., for the cost of his bond filed herein paid the corporate surety thereon per account for same receipted and exhibited, to wit: the sum of		10.00
	To do., for the costs of advertising the order nisi on report of sale in Centreville Record paid per account for same receipted and exhibited, to wit: the sum of		5.00
	To do., for the costs of advertising the order nisi to be passed as to this report and account, to wit:		3.00
	To Madison Brown, auditor, for stating this account,		9.00
		$244.85	
	To Anna Bennett Green, infant, this balance, to wit:	2205.15	
		$2450.00	$2,450.00

December 9, 1930.

Madison Brown,
auditor.

NISI RATIFICATION OF AUDIT.

Anna Bennett Green by Edna B. Green, her Prochein Ami,	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY.
Anna Bennett Green, Infant.	CASE NO. 2824.

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.

Filed Dec. 10th. 1930.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed April 11th. 1931.

NISI RATIFICATION OF AUDIT.

Anna Bennett Green by Edna B. Green, her
Prochein Ami,
vs.
Anna Bennett Green, Infant.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2824.

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., April 11, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Green vs. Green - In the Circuit Court for Queen Anne's Co. in Equity, Case No. 2824, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 26 day of Dec. in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown.

FINAL ORDER RATIFYING AUDIT.

ORDERED, this 11th. day of April, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing Account and Report 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.

Lewin W. Wickes.

PETITION.
Filed Apr. 11th. 1931.

ANNA BENNETT GREEN BY EDNA B. GREEN, HER PROCHEIN AMI,	IN THE CIRCUIT COURT
VS.	FOR
ANNA BENNETT GREEN, INFANT.	QUEEN ANNE'S COUNTY,
	IN EQUITY.
	NO. 2824.

To the Honorable, the Judges of said Court:

The petition of Edna B. Green, Guardian of Anna Bennett Green, unto your Honors respectfully sets forth:

1. That on the 8th day of April, 1930, your Petitioner was appointed Guardian of Anna Bennett Green, by the Orphans' Court of Caroline County, and qualified as such as will appear by reference to the certificate of appointment filed among the proceedings in this case, and marked Plaintiff's "Exhibit No. 2",.

2. That on the 8th day of April, 1930, your petitioner filed her bond as such Guardian in the penalty of $50,000.00, with personal surety, which said bond was duly approved by the Orphans' Court of Caroline County, as will appear by reference to the certificate of the Register of Wills for Caroline County, filed herewith and marked Guardian's "Exhibit No. 2", which said bond is still in force, and filed her additional bond in the penalty of $5,000.00 on March 31st. 1931, which said bond was duly approved by the Orphans' Court for Caroline County, making the total penalty of her bond as such guardian $55,000.00, as aill appear by reference to certificate of said Register of Wills marked "Exhibit No. 3".

3. That the total principal of corpus of the guardianship estate now in the hands of your petitioner amounts to the sum of $25,514.45, as will appear by reference to the said certificate of the Register of Wills of Caroline County so as aforesaid filed and marked Guardian's "Exhibit No.

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 Anna Bennett Green the sum of $2,205.15.

5. That your petitioner is advised that she is entitled to have said sum of money paid into her hands as Guardian of the said infant.

Your petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering H. B. W. Mitchell, the Trustee in this Cause, to pay over said sum of money into the hands of your petitioner upon the execution by her of a release duly executed agreeably to law.

And as in duty bound, etc.

Edna B. Green
GUARDIAN OF ANNA BENNETT
GREEN, INFANT.

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State of Delaware,
New Castle County, to-wit:

I hereby certify that on this 13th day of March, in the year nineteen hundred and thirty one, before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, personally appeared Edna B. Green, Guardian of Anna Bennett Green, and made oath in due form of law that the matters and things stated in the within and aforegoing petition were true and bona fide as therein set forth to the best of her knowledge and belief.

Notary Public Seal.

In testimony whereof I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

H. L. Harris
NOTARY PUBLIC.

My Commission Expires March 27, 1932.

GUARDIAN'S EXHIBIT NO. 2.
Filed Apr. 11th. 1931.

IN THE MATTER OF THE GUARDIANSHIP OF ANNA BENNETT GREEN.	IN THE ORPHANS'COURT FOR CAROLINE COUNTY.

State of Maryland, Caroline County, to wit:

I, Joseph Carroll, Register of Wills for Caroline County, State of Maryland, do hereby certify as follows:

1- That Edna B. Green of Caroline County, State of Maryland, is the duly qualified Guardian of Anna Bennett Green, under appointment of the Orphans' Court of Caroline County aforesaid, made on the 8th. day of April, 19301

2- That the said Edna B. Green duly filed her bond on the eighth day of April, 1930, as such Guardian, in the penalty of $50,000.00 with personal surety, which said Bond was duly approved by the Orphans' Court of Caroline County and is now of record in my office.

3- And that the total principal or corpus of the guardianship estate as of eigth day of April in the year 1930 in the sum of $25,514.45 as shown by the Distribution Account filed in the estate of Anna Elizabeth Bryan, deceased, returned and filed in the Orphans' Court of Caroline County, on the 8th day of April, 1930.

In testimony whereof, I hereunto subscribe my name and affix the seal of my office, this ninth day of March, in the year nineteen hundred and thirty one.

Seal's Place.

Joseph H. Carroll
REGISTER OF WILLS OF CAROLINE COUNTY, STATE OF MARYLAND.

EXHIBIT NO. 3.
Filed Apr. 11th. 1931.

IN THE MATTER OF THE GUARDIANSHIP OF ANNA BENNETT GREEN.	IN THE ORPHANS' COURT FOR CAROLINE COUNTY.

State of Maryland, Caroline County, to wit:

I, Joseph H. Carroll, Register of Wills for Caroline County, State of Maryland, do hereby certify as follows:

1- That Edna B. Green of Caroline County, State of Maryland, is the duly qualified Guardian of Anna Bennett Green, under appointment of the Orphans' Court of Caroline County aforesaid, made on the eighth day of April, 1930.

2- That the said Edna B. Green duly filed her additional bond on the 31st day of March, 1931, as such Guardian in the penalty of $5,000.00 with personal surety, which said bond was duly approved by the Orphans' Court for Caroline County and is now of record in my office, making the total penalty of her bond as such guardian $55,000.00.

3- And that the total principal or corpus of the Guardianship estate as of Eighth day of April, in the year 1930, in the sum of $25,514.45 as shown by the Distribution Account passed in the Estate of Anna Elizabeth Bryan, deceased, returned and filed in the Orphans' Court of Caroline County, on the Eighth day of April, 1930.

In testimony whereof, I hereunto subscribe my name and affix the seal of my

office, this 31st day of March, in the year nineteen hundred and thirty one.

Seal's Place.

Joseph H. Carroll
REGISTER OF WILLS OF CAROLINE COUNTY, STATE OF MARYLAND.

ANNA BENNETT GREEN BY ENDA B. GREEN, HER PROCHEIN AMI, VS. ANNA BENNETT GREEN, INFANT.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. NO. 2824.

ORDER OF COURT.

Upon the aforegoing petition it is ORDERED, this 16th day of April, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that H. B. W. Mitchell, Trustee in the cause of Anna Bennett Green, Infant, by her Prochein Ami, vs. Anna Bennett Green, Infant, said cause being No. 2824, in this Court, be, and he is hereby authorized, directed and empowered to pay over into the hands of Edna B. Green, Guardian of Anna Bennett Green, the sum of money, namely $2205.15 awarded and allotted unto said Anna Bennett Green in the Report and Account of the Auditor filed among the proceedings in this Cause upon the delivery unto him by said Edna B. Green, Guardian as aforesaid, of a release duly executed agreeably to law.

Filed Apr. 16th. 1931

Lewin W. Wickes.

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CHANCERY CAUSE NO. 2822.

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

JOHN MCKENNEY, COMPLAINANT, VS. ANNIE MCKENNEY JACOBS, RESPONDENT.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

To the Honorable, the Judges of said Court:

Your Orator complaining says:

1. That your Orator is seized, in common, with Annie McKenney Jacobs, of a certain farm or tract of land known as the "Mill Farm", or "Goldsborough Farm", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the public or state road leading from Centreville to Queenstown, adjacent to the town of Centreville and comprising one hundred and ninety three acres of land, more or less.

2. That your Orator is seized of an undivided two-thirds interest and estate in said land having acquired said undivided two-thirds interest in said farm in manner following, that is to say:

A one-third undivided interest therein was conveyed to him by Maria M. McKenney, by deed dated the twentieth day of May, in the year nineteen hundred and twenty nine, and recorded in Liber B. H. T. No. 9 folio 419 &c., a land record book for Queen Anne's County, a certified copy of it is filed herewith, and prayed to be taken as a part hereof and marked complainant's Exhibit "No. 1".

Another one-third undivided interest in said farm was awarded unto Your Orator by a decree of partition of the Circuit Court for Queen Anne's County, in Equity, passed on the twenty sixth day of September, in the year nineteen hundred and twenty four, in a cause in said court entitled "Margaret D. McKenney, widow, et al., plaintiffs, vs. William McKenney, 3rd., et al., defendants", and numbered 2463 on the chancery docket of said Court.

3. That said Annie McKenney Jacobs, widow, respondent, is seized of the remaining one-third undivided interest in said farm, said one-third undivided interest having been acquired by her in manner following, that is to say:

A one-seventh undivided interest therein was conveyed unto said Annie McKenney Jacobs by William McKenney, Trustee, by deed dated January fifth, eighteen hundred and ninety nine, and recorded in Liber W. D. No. 2, folio 343, a land record book for Queen Anne's County, a certified copy of which is filed herewith and marked complainants Exhibit "No. 2".

An undivided one-forty-second interest therein was inherited by said Annie McKenney Jacobs from her brother, John McKenney, one of the grantees in the aforesaid deed, who died intestate and without issue, leaving as his heirs at law the other grantees in the aforesaid deed.

A one-sixth undivided interest therein was conveyed to said Annie McKenney Jacobs by J. Archibald Mitchell et al by deed dated the seventh of September, nineteen hundred and sixteen, and recorded in Liber B.H.T. No. 11 folio 185 &c., a land record book for Queen Anne's County, a certified copy of which is filed herewith and marked complainant's Exhibit "No. 3".

4. That said tract of land or farm can not be divided without loss or injury to the parties interested therein and your Orator is advised that he is entitled to the intervention of this Honorable Court to the end that a decree may be passed for the sale of said farm or tract of land and a division of the money arising from said sale among the parties interested according to their respective rights therein.

5. That your Orator and said Annie McKenney Jacobs, respondent, are both residents of Queen Anne's County, in the State of Maryland.

TO THE END THEREFORE:

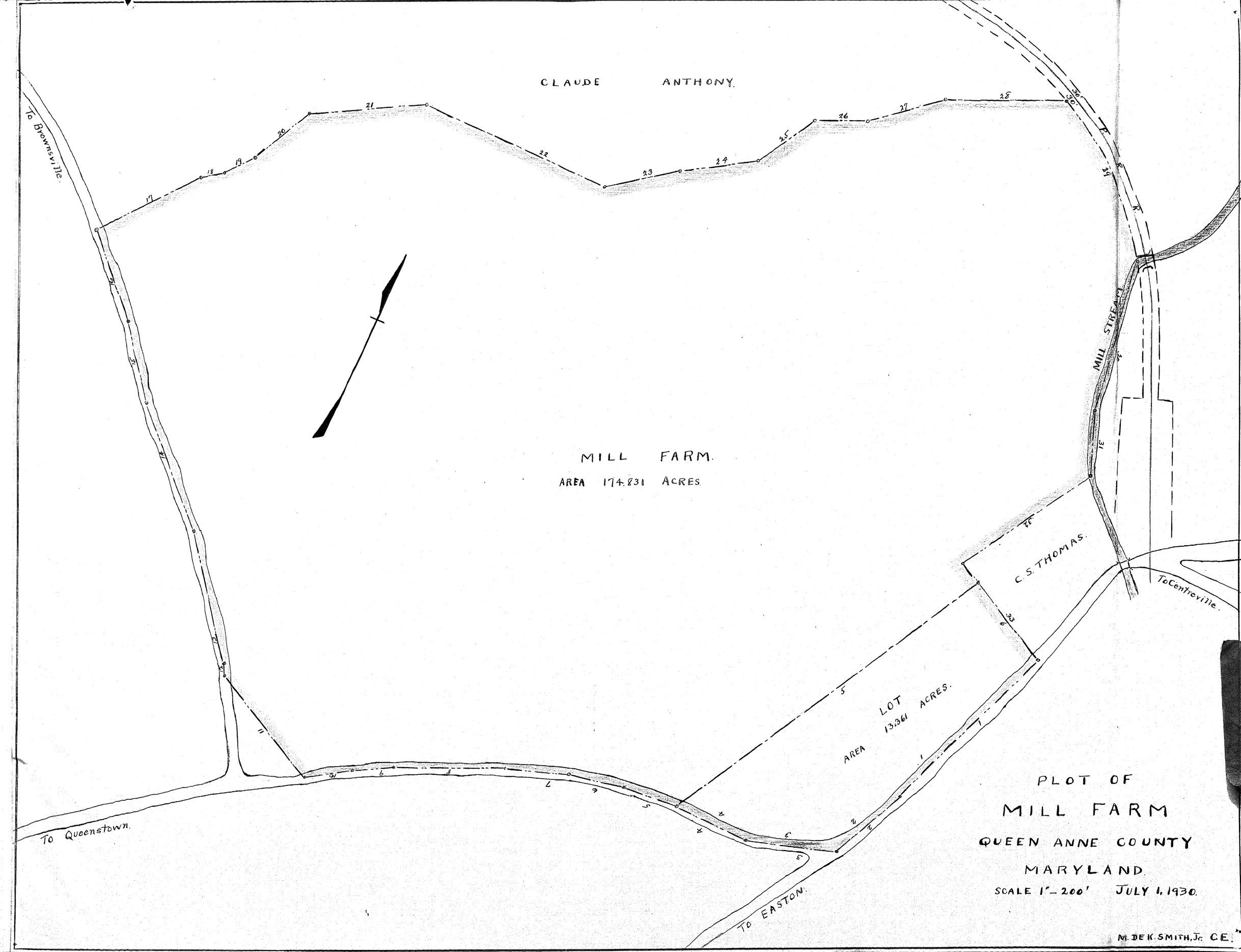
(1) That a decree may be passed for the sale of the aforesaid farm or tract of land;

(2) That the proceeds of sale may be divided among the parties in interest according to their respective rights therein;

(3) And that your Orator may have such other and further relief as his case may require;

May it please your Honors to grant unto your Orator the writ of subpoena against Annie McKenney Jacobs, directed to the Sheriff of Queen Anne's County, commanding her to be and appear before this Honorable Court on some certain day to be

BHT 6 Chancery Case 2822 f. 99



named therein to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Thomas J. Keating, Jr.
SOLICITOR FOR COMPLAINANT.

CERTIFIED COPY OF DEED.
COMPLAINANT'S "EXHIBIT NO. 1".
Filed May 27th. 1930.

#13,646. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 20th. day of May, in the year nineteen hundred and twenty nine, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 20th. day of May, in the year nineteen hundred and twenty nine, by Maria M. McKenney (single lady) of Queen Anne's County, State of Maryland;

WITNESSETH, that for and in consideration of the sum of Five dollars ($5.00) and other good and valuable considerations, the receipt of which are hereby acknowledged, the said Maria M. McKenney does hereby grant and convey unto John McKenney, of Queen Anne's County aforesaid, his heirs and assigns, in fee simple, all the undivided one-third interest and estate of the said Maria M. McKenney, of, in and to the following described real estate, to wit:-

All that farm, tract, part of a tract or parcel of land, known as "The Goldsborough Home Farm". the Mill Farm, or by whatsoever other name or names the same may be called or known, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Centreville to Queenstown, adjoining the mill property of Christopher S. Thomas, the property of David D. Taylor, the property of Nannie McK. Jacobs, the property of A. Sydney Gadd, Junior, formerly belonging to M. Emma Rolph, the property of J. William Keith, formerly belonging to Annie E. Bryan, the William W. Bryan farm, the Chesterfield farm and the property of James A. Slaughter, containing one hundred and ninety three (193) acres, three (3) roods and thirty (30) perches of land, more or less, excepting therefrom, however, that part of said land containing one and twenty five one-hundredths (1.25) acres of land, more or less, which was conveyed by the said Maria M. McKenney et al. to The Queen Anne's Railroad Company, a body corporate, by deed bearing date the twenty sixth day of March, nineteen hundred and one, and recorded in Liber J.E.G. No. 1, folios 526, etc., a land record book for Queen Anne's County aforesaid, and also excepting therefrom that part of said land which lies to the north and west of the land of the said body corporate, and which was conveyed by the said Maria M. McKenney, et al. to James A. Slaughter by deed bearing date the twenty sixth day of March, nineteen hundred and one, and recorded in Liber J.E.G. No. 1, folios 523 etc. a land record book for Queen Anne's County aforesaid. The said undivided one-third interest and estate of the said Maria M. McKenney of, in and to said above described real estate having been acquired by her as follows: that is to say:- an undivided one-seventh interest therein (subject to the life estate of William McKenney, now deceased) having been conveyed to the said Maria M. McKenney by a deed from William McKenney, Trustee, to the said Maria M. McKenney and others, bearing date the fifth day of January, eighteen hundred and eighty nine, and recorded in Liber W.D. No. 2, folio 343 etc. a land record book for Queen Anne's County aforesaid; an undivided one-forty second interest therein having descended unto the said Maria M. McKenney as one of six heirs-at-law of John McKenney, one of the grantees in the last mentioned deed, who departed this life sometime during the year eighteen hundred and ninety four, intestate, leaving the said Maria M. McKenney, Henrietta G. Holton, Ella L. Mitchell, Annie McK. Jacobs, Harriett McK. Gibson, sisters and William McKenney, a brother, surviving him as his only heirs at-law, and an undivided one-sixth interest therein having been conveyed to the said Maria M. McKenney by a deed from Henrietta G. Holton and William L. Holton, her husband, bearing date the seventeenth day of January, nineteen hundred and ten, and recorded in Liber S.S. No. 7, folios 336, a land record book for Queen Anne's County aforesaid.

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

And the said Maria M. McKenney 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.

Witness the hand and seal of the said grantor:

Test: Wm. W. Rhodes. Maria M. McKenney. (SEAL)

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

I hereby certify that on this 20th. day of May, in the year nineteen hundred and twenty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Maria M. McKenney and acknowledged the aforegoing deed to be her act.

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Notary
Public
Seal.

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

William W. Rhodes,
Notary Public.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. #9, fol. 419, etc., a land record book for Queen Anne's County.

Seal's
Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of May, in the year 1930.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF DEED.
COMPLAINANTS "EXHIBIT NO. 2".
Filed May 27th. 1930.

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

THIS DEED, made this fifth day of January, in the year eighteen hundred and eighty nine, by William McKenney of Queen Anne's County, in the State of Maryland, Trustee, Witnesseth: Whereas a certain Robert Goldsborough of Queen Anne's County aforesaid, (now deceased) by deed dated the 8th. day of October, 1853 and recorded in Liber J. P. No. 3, folios 29., etc., a land record book of said Queen Anne's County, granted and conveyed certain real estate situate, lying and being in Queen Anne's County aforesaid, and in said deed particularly described, to Philemon B. Hopper, Jr., then of said Queen Anne's County, his heirs and assigns forever, to have and to hold the same, impressed with the character of personal estate, in trust for certain objects and purposes in said deed specially enumerated and set forth.

And whereas afterwards the said Philemon B. Hopper, Jr. in the exercise and execution of the power and authority conferred on and vested in him by said deed, made sale of one of the farms or tracts of land by said deed granted and conveyed, enlarged by him by purchase from one William W. Bryan which said farm or real estate is hereinafter more particularly described to one Thomas DeC. Ruth, then of Queen Anne's County aforesaid, at and for the sum of twelve thousand five hundred and thirty six dollars and twenty five cents.

And whereas afterwards, to wit: on the 2d. day of November, 1868 the said Philemon B. Hopper, Jr., Trustee, filed his Bill of Complaint in the Circuit Court for Queen Anne's County, in Equity, in a case entitled Philemon B. Hopper, Jr. vs. Robert Goldsborough and others as defendants the said Defendants being all the parties interested in said real estate, and in the due and proper execution of the powers and provisions contained in the aforesaid deed, praying the aforesaid Court for its instructions, control and direction in the execution of said Deed of Trust, and furthermore reporting the sale as aforesaid made by him to the said Thomas DeC. Ruth, and asking for its ratification and confirmation by said Court.

And whereas after sundry intervening and preliminary proceedings had in the aforesaid case, being No. 234 on the Chancery Docket of said Court, to which special reference is hereby made, the said Court by its decree passed in said case on the 27" day of May, 1871, finally ratified and confirmed said sale;

And whereas, on the 5" day of September, 1870, the said Philemon B. Hopper, Jr., Trustee submitted in writing to said Court, in said case his resignation of said office of trustee, created by the aforesaid deed, and the said Court by its order passed on the same day in said case accepted said resignation of the said Philemon B. Hopper, Jr. and appointed William McKenney of Queen Anne's County aforesaid as trustee in his stead to carry into effect and execute the terms, powers and provisions in said deed of trust contained as aforesaid.

And Whereas, the said William McKenney afterwards accepted said trust and complied with the terms of his appointment by executing bond &c. and on the 30" day of June, 1871 filed his petition in said Court, in said case, asking that one John T. Smythe of Kent County, Maryland, might be substituted as purchaser of said real estate in place of the said Thomas DeC. Ruth, who had been unable to comply with the terms of his purchase and the said Court, with the consent of the said Thomas DeC. Ruth filed in said case on said 30" day of June, 1871, passed its order substituting the said John T. Smythe as the purchaser thereof.

And whereas afterwards, to wit: on the 18" day of May, 1872 the said John T. Smythe having committed default and having failed to pay the purchase money for said real estate according to the terms by which he was substituted as the purchaser thereof, after certain intervening and preliminary proceedings had in said case, the said court passed its order or decree for the resale of said real estate;

And whereas afterwards the said William McKenney as trustee, in and by virtue of said order or decree of resale of said real estate, made sale thereof at public auction to

one Ella R. McKenney of Queen Anne's County aforesaid, to wit: on the 12" day of November, 1872, at and for the sum of fifty four hundred and thirty dollars and twenty five cents;

And whereas afterwards, to wit: on the 21" day of April, 1873, the said William McKenney, Trustee, made report of said sale in said case to the Circuit Court for Queen Anne's County, in Equity, which said sale after order nisi and due publication thereof, was on the 4" day of February, 1874, by said Court by its order of that date, finally ratified and confirmed;

And whereas the said Ella R. McKenney, having complied with the terms of said purchase afterwards departed this life without having received a deed of conveyance of said real estate;

And whereas the said Ella R. McKenney so dying as aforesaid, left surviving her, William McKenney, her husband, and the following named children, her heirs at law, and entitled to said real estate, subject to the life tenancy therein of the said William McKenney, her surviving husband as aforesaid, to wit: Ella L. Mitchell, formerly Ella L. McKenney, Maria M. McKenney, Annie McKenney, Henrietta G. Holton, formerly Henrietta G. McKenney, Harriet McKenney, John McKenney and William McKenney, Jr., all of Queen Anne's County, Md.

And whereas it is right and proper that the legal title to said real estate should be vested in the parties entitled thereto;

Now Therefore in consideration of the premises and of the sum of fifty four hundred and thirty dollars and twenty five cents, so as aforesaid paid, the said William McKenney, trustee, doth hereby grant and convey unto the said Ella L. Mitchell, Maria M. McKenney, Annie McKenney, Henrietta G. Holton, Harriet McKenney, John McKenney and William McKenney, Jr. as tenants in common in fee simple, together with all the right and title of all the parties to the aforesaid case therein, subject nevertheless to the life estate of William McKenney therein, as surviving husband of the said Ella R. McKenney, all the real estate as aforesaid sold to her, consisting of all that farm or tract of land, situate, lying and being in the third election district of said Queen Anne's County, adjoining the Centreville Mill property, the lands of David D. Taylor, W. H. Gibson, Mrs. Wm. E. Rolph, Thomas E. Bryan, Wm. W. Bryan, and the Chesterfield real estate, and more particularly described by metes and bounds, courses and distances, as follows, to wit:- Beginning at the end of the line between said land and the land of William W. Bryan in the public road from Corsica Landing to Centreville, where a stream crosses the road and running thence with the road south fifty three degrees thirty minutes East nine and a half perches, thence south forty five degrees east thirty two perches, thence south fifty degrees east twenty six perches, thence south forty two degrees east thirty four perches, thence south sixty eight degrees east, twenty seven perches, thence north fifty three degrees east twenty perches, thence north sixty eight degrees east twenty six perches, thence north seventy degrees east thirty perches, east twenty two perches, thence north sixty seven degrees east eighteen perches, thence north forty one degrees east, six perches, thence north seventeen degrees east fifty eight perches, thence north sixty five degrees west twenty seven perches thence north twenty degrees east ten perches, thence north thirty six degrees east eight perches and north eighteen degrees east fourteen perches to the stream (the waste water from the Mill) thence with the stream north thirty degrees west fourteen perches thence north five degrees west twenty two perches thence north fifteen degrees west ten perches, thence north twenty five degrees east ten perches thence north fourteen degrees west seven perches, thence north fifty degrees west fourteen perches thence north twenty three degrees west twelve and four-tenths perches, thence north nine degrees thirty minutes east thirty perches to the branch between said land and Wm. W. Bryan's land, thence up the branch the following courses:- south thirty five degrees west twenty six and a half perches thence north forty three degrees west eight perches, thence south forty seven degrees west nine perches thence north sixty five degrees west eleven perches thence south twenty four degrees west twelve perches, thence south seventy six degrees west nine perches, thence south thirty four degrees west eight perches thence north sixty eight degrees west five perches; thence south fifty four degrees west ten perches, thence south thirty five degrees west twelve perches, thence south forty five degrees west sixteen perches, thence south twenty five degrees west, six perches, thence south five degrees west twelve perches, thence south sixty degrees west, twelve perches, thence south eighty two degrees west, seven perches, thence south fifty degrees west twenty perches, thence south eighty degrees west, ten perches, west eight perches, thence north eighty six degrees west, eight perches, thence south seventy two degrees west, five perches, thence south thirty eight degrees west twenty three perches, thence south nineteen degrees west six perches, thence south thirty seven degrees west six perches, thence south fifty three degrees west six perches, thence south forty four degrees west, eight perches, thence south thirty six degrees west six perches, thence south fifty nine degrees west six perches, thence south thirty two degrees west four perches and thence south four degrees west ten perches to the place of beginning, containing one hundred and ninety three acres, three roods and thirty perches of land. Witness his hand and seal.

Test: R. Goldsborough.

William McKenney (SEAL)
Trustee.

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

I hereby certify that on this fifth day of January, in the year eighteen hundred and eighty nine before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William McKenney, the

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within named trustee and acknowledged the foregoing deed to be his act.

R. Goldsborough, J. P.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the aforegoing is truly taken and copied from Liber W.D. No. 2, fol. 343 etc., a Land record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of May, in the year 1930.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF DEED.
COMPLAINANTS "EXHIBIT NO. 3".
Filed May 27th. 1930.

#14,271. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 22nd. day of May, in the year nineteen hundred and thirty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 7th day of September, in the year nineteen hundred and sixteen, by J. Archibald Mitchell, of Queen Anne's County, in the State of Maryland, at this time temporarily located in the City of Shanghai, in the Republic of China, and by Susan B. Mitchell, Nannie M. Wright and Clayton Wright, her husband, and John McK. Mitchell, all of Queen Anne's County, in the State of Maryland.

WITNESSETH, That for and in consideration of the sum of Nineteen Hundred and Eighty Five Dollars ($1985.00) the receipt of which is hereby acknowledged, we, the said J. Archibald Mitchell, Susan B. Mitchell, Nannie M. Wright and Clayton Wright, her husband, and John McK. Mitchell, do hereby grant and convey and release unto Nannie McK. Jacobs, of Queen Anne's County aforesaid, all our right, title, interest and estate, and all the right, title, interest and estate of each of us, in and to the following real estate, to wit:-

ALL that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County, Maryland, adjacent to the town of Centreville, known as the "Goldsborough Farm", or the "Mill Farm", located on the right side of the public road leading from Centreville to Queenstown, opposite the farm of David D. Taylor and the property of the said Nannie McK. Jacobs, and adjoining the "Bryan Farm" of R. Edward C. Lowe, the "Slaughter Property" of Wright and Collins and the "Mill Property" of Carter and Company, containing one hundred and ninety three acres, three roods and thirty perches of land, more or less.

THE estate and interest of the said J. Archibald Mitchell, Susan B. Mitchell, Nannie M. Wright and John McK. Mitchell being the one-sixth undivided interest in the said real estate of which their mother, Ella L. Mitchell, late of Queen Anne's County, deceased, died seized and possessed and which was devised to them by her last will and testament, making each of the aforesaid Grantors entitled to an undivided one-twenty-fourth interest in the said real estate; an undivided one-seventh interest therein (subject to the life estate of William McKenney, now deceased) having been conveyed to the said Ella L. Mitchell, et al., by deed from William McKenney, Trustee, dated January 5th. 1889; and an undivided one-forty-second interest therein having descended unto Ella L. Mitchell, deceased, as one of the six heirs at law of John McKenney, one of the Grantees in said deed, who departed this life in the year 1894, intestate, leaving the said Ella L. Mitchell, Maria M. McKenney, Nannie McK. Jacobs, Henrietta McK. Holton, Harriet McK. Gibson and William McKenney as his only heirs at law.

AND WE, the said J. Archibald Mitchell, Susan B. Mitchell, Nannie M. Wright and John McK. Mitchell, do hereby covenant to warrant specially the above land as to the undivided one-twenty-fourth interest therein of each of the said J. Archibald Mitchell, Susan B. Mitchell, Nannie M. Wright and John McK. Mitchell, and that we will execute such further assurances of title to said land as may be requisite or necessary.

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

TEST as to J. Archibald Mitchell;-
Mahlon F. Perkins.

TEST as to Susan B. Mitchell, Nannie M. Wright, Clayton Wright:-
John McK. Tilghman.

TEST as to John McK. Mitchell:
Erle M. Beebe.

J. Archibald Mitchell (SEAL)

Susan B. Mitchell (SEAL)

Nannie M. Wright (SEAL)

Clayton Wright (SEAL)

John McK. Mitchell (SEAL)

REPLUBIC OF CHINA,

CITY OF SHANGHAI, TO WIT:-

I HEREBY CERTIFY THAT on this seventh day of September, in the year nineteen hundred and sixteen, before the subscriber, United States Vice-Consul to the Replubic of China, in the City of Shanghai, duly commissioned and authorized to take acknowledgements of deed at Shanghai, in the Replubic of China, to be recorded in the UNITED STATES OF AMERICA, personally appeared J. Archibald Mitchell, a citizen of the STATE OF MARYLAND, in the UNITED STATES OF AMERICA, at this time temporarily located in the City of Shanghai, in the Republic of China, and acknowledged the aforegoing deed to be his act.

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

Seal's Place.

Mahlon F. Perkins
UNITED STATES VICE-CONSUL
AT SHANGHAI, CHINA.

AMERICAN
CONSULAR SERVICE
$2
FEE STAMP.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I HEREBY CERTIFY, That on this ninth day of October, in the year nineteen hundred and sixteen before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Susan B. Mitchell & Nannie M. Wright and Clayton Wright, her husband, and did each acknowledge the aforegoing deed to be their respective act.

J. McK. Tilghman.
JUSTICE OF THE PEACE.

STATE OF CONNECTICUT,
CITY OF HARTFORD, TO WIT:-

I hereby certify that on this 13th day of October, in the year nineteen hundred and sixteen, before the subscriber, a Notary Public of the State of Connecticut, in and for the City of Hartford, duly commissioned and qualified, personally appeared John McK. Mitchell, one of the grantors above named, and acknowledged the aforegoing deed to be his act.

Notary Public Seal.

Erle M. Beebe,
Notary Public.

Ten 10-ct., one
50-ct., twelve
4-ct & one 2-ct. Int. Rev. Stamps,
endorsed: N.J. 9/7/16.

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber B.H.T. #11, folios 185 etc., a Land Record Book for Queen Anne's County.

Seal's Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of May, nineteen hundred and thirty.

B. Hackett Turner
C L E R K.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND.

TO

ANNIE MCKENNEY JACOBS,
OF QUEEN ANNE'S COUNTY, GREETING:

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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 John McKenney against you in Said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the 1st Monday of May 1930.

Issued the 27th day of May, in the year 1930.

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 May next, being the Return Day.

B. Hackett Turner, Clerk.

And on the back of the aforegoing Writ is the following endorsement, to wit;

Served by reading the within writ to Annie McK. Jacobs and leaving a copy of same with her the 31st day of May, 1930.

Frank Y. Whiteley,
Shff.

Filed June 2nd. 1930.

ANSWER OF RESPONDENT.
Filed June 2nd. 1930.

JOHN MCKENNEY, Complainant,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
ANNIE MCKENNEY JACOBS, Respondent.	Cause No. 2822.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Annie McKenney Jacobs, the Respondent in the above cause, to the Bill of Complaint filed against her in said cause, to your Honors respectfully shows:

That this Respondent admits the several matters and things stated in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in said Bill of Complaint without the necessity of the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

Harper & Horney
Solicitors for Respondent.

CERTIFICATE OF VALUATION
OF REAL ESTATE.
Filed June 19th. 1930.

JOHN MCKENNEY	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY, NO.
Vs.	
ANNIE MCKENNEY JACOBS.	

John McKenney, plaintiff, by Thomas J. Keating, Junior, his solicitor, respectively shows unto your Honors:

1. That there having been no testimony taken in this cause, the value of the real estate mentioned in these proceedings does not appear therein.

2. That in order to fix the amount of bond to be required of the Trustees to be appointed to make sale of the real estate, the value of said real estate should appear therein.

3. That in order to apprise the Court of the value of said real estate the plaintiff attaches hereto a certificate of the value of said real estate signed by

two land owners of Queen Anne's County, Maryland, who are familiar with the values of land in the vicinity of this farm and who are familiar with the farm itself.

Respectfully submitted.

Thos. J. Keating, Jr.

We the undersigned, residents and land owners of Queen Anne's County, Maryland, do hereby certify that we are familiar with the farm known as the Mill Farm belonging to John McKenney and Annie McKenney Jacobs and situated in the Third Election District of Queen Anne's County and in our opinion said farm is worth approximately ten thousand, eight hundred dollars, ($10,800.00).

C. S. Quimby

Marion D. Mullikin.

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

I hereby certify that on this 13th. day of June, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared C. S. Quimby and Marion D. Mullikin, and did each make oath in due form of law that the matters and things set forth in the aforegoing certificate are true to the best of their knowledge and belief.

Notary
Public
Seal.

In testimony whereof, I have hereunto subscribed my name and notarial seal affix, the day and year herein last above written.

Verna Crowl nee Mears
NOTARY PUBLIC.

DECREE FOR SALE.
Filed June 19th. 1930.

JOHN MCKENNEY Vs. ANNIE MCKENNEY JACOBS.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. No.

This cause standing ready for hearing, and being submitted upon Bill and Answer without the necessity of taking testimony, the proceedings were read and considered.

It is thereupon this 19th day of June, in the year one thousand, nine hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the real estate in the proceedings mentioned be sold for the purpose of partition among the parties.

That Thomas J. Keating, Jr. and William R. Horney, of Queen Anne's County, Maryland, be, and they are hereby appointed Trustees to make such sale; and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, with surety to be approved by the Clerk of said Court in the penalty of Twelve thousand dollars if corporate surety be given and double this amount if personal surety be given, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any further order or decree in the premises. They shall then proceed to make sale of the said real estate after having first given at least three weeks previous notice by publication in some newspaper printed and published in Queen Anne's County, Maryland, and such other notice as they may deem proper, of the time, place, manner and terms of sale, which said terms shall be as follows; One-half of the purchase money to be paid at the time of sale and the balance in two equal installments payable respectively in one and two years from the day of sale, said balance to bear interest from the day of sale and the payment thereof to be secured to the satisfaction of the Trustees, or all cash to be paid on the day of sale or on the ratification thereof by this Court.

And as soon as may be convenient after any such sale the said Trustees shall return to this Court a full and particular account of the same with an affidavit of the truth thereof and of the fairness of such sale, annexed. And on the ratification of such sale by this Court and upon 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 to him, her or them sold, free, clear and discharged of all claim or claims of the parties to

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this cause and of any person or persons claiming by, from or under them. And the said Trustees shall bring into this Court the money arising from such sale to be distributed under the direction of this Court after the payment thereout of the costs of these proceedings and such commission to the 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.

Wm. H. Adkins.

CERTIFICATE OF SURVEY OF
ENTIRE TRACT OR FARM KNOWN
AS THE MILL FARM INCLUDING
PARCELS 1 & 2 OF THESE PRO-
CEEDINGS. (SURVEY #1"").
Filed July 26th. 1930.

Chestertown, Md.,

July 18, 1930.

CERTIFICATE OF SURVEY NO. 1

This is to certify that on July 1, 1930, I completed a survey of the Mill Farm, belonging to the McKenney Heirs, located near Centreville, on the Public Road leading from Centreville to Queenstown, in the Third Election District, Queen Anne County, Maryland, adjoining the lands of Claude Anthony, C.S. Thomas and the Pennsylvania Railroad Company, which is more particularly described as follows:-

Beginning at a point, in the middle of the Public Road leading from Centreville to Queenstown, which point is distant Southwesterly 463.8 feet from the center of the concrete bridge over the Mill Stream flowing into the Corsica River, thence running along the center line of the aforesaid road

(1)	S 21° 04' W	700.0	Feet	To a point, thence
(2)	S 25° 31' W	300.0	"	To a point, where the road leading from Centreville South divides; the Westerly Branch leading to Queenstown and the Southerly Branch leading to Easton thence towards Queenstown
(3)	S 71° 49' W	340.0	"	To a point, thence
(4)	S 87° 47' W	278.0	"	To the center of a 15" drain pipe across said road, thence
(5)	S 86° 30' W	200.0	"	To a point, thence
(6)	S 78° 02' W	200.0	"	To a point, thence
(7)	S 70° 59' W	230.0	"	To a point, thence
(8)	S 66° 14' W	400.0	"	To a point, thence
(9)	S 59° 41' W	150.0	"	To a point, thence
(10)	S 56° 31' W	171.4	"	To the land of , located at the intersection of the aforesaid Queenstown road and the road leading to Brownsville, thence along the said land
(11)	N 64° 46' W	467.2	"	To the center line of the said Brownsville road, thence along said line
(12)	N 30° 09' W	46.5	"	To a point, thence
(13)	N 37° 50' W	485.0	"	To a point, thence
(14)	N 45° 56' W	492.0	"	To a point, thence
(15)	N 37° 26' W	300.0	"	To a point, thence
(16)	N 43° 37' W	352.5	"	To a point, which is the intersection of the division line, between the herein described property and the land of Claude Anthony, with the center line of aforesaid Brownsville road, thence along said Anthony land
(17)	N 39° 26' E	417.7	"	To a corner post, thence
(18)	N 62° 51' E	73.8	"	To a Poplar Tree, thence
(19)	N 34° 29' E	123.8	"	To a Sassafras tree, thence
(20)	N 27° 10' E	248.7	"	To a corner post, thence
(21)	N 61° 10' E	428.1	"	To an Elm tree, thence
(22)	N 89° 43' E	704.6	"	To a Gum Tree, thence
(23)	N 53° 10' E	276.0	"	To a Beech tree stump, thence
(24)	N 58° 10' E	287.6	"	To a Poplar tree, thence
(25)	N 30° 28' E	258.6	"	To a Pine tree, thence
(26)	N 66° 42' E	193.4	"	To a Beech tree, thence
(27)	N 50° 36' E	299.2	"	To a Hickory tree, thence
(28)	N 65° 37' E	438.5	"	To the property of the Pennsylvania Railroad, thence along said Railroad land

(29) By a curve to the Right, in a Southeasterly direction whose Radius is is 1243.73 feet, for a distance of 653.5 feet to the middle of the Mill

					Stream, said curve being parallel with and distant 30 feet from the center line of the aforesaid Queen Anne Railroad. Thence down the middle of said Mill Stream
(30)	S	9° 11' E	555.0	Feet	To a point, thence
(31)	S	21° 31" E	235.0	Feet	To the Northeast corner of the land of C.S. Thomas, known as the Mill Property, thence along said Thomas land
(32)	S	30° 25' W	557.4	"	To a point, thence
(33)	S	62° 48' E	439.8	"	To the beginning.

Containing 174.831 Acres of land, more or less.

M. deK. Smith, Jr.,
C. E.

CERTIFICATE OF SURVEY OF SMALL
LOT KNOWN AS PARCEL #1 OF THE
MILL FARM (Survey #2).
Filed July 26th. 1930.

Chestertown, Md.,

July 18, 1930.

CERTIFICATE OF SURVEY NO. 2.

This is to certify that on July 1, 1930, I completed a survey of Part of the Mill Farm, belonging to the McKenney Heirs, located near Centreville, on the Public Road leading from Centreville to Queenstown, in the Third Election District of Queen Anne County, Maryland, adjoining the lands of C. S. Thomas which is more particularly described as follows:-

Beginning at a point, in the middle of the Public Road leading from Centreville to Queenstown, which point is distant Southwesterly 463.8 feet from the center of the concrete bridge over the Mill Stream flowing into the Corsica River, thence running along the center line of the aforesaid road

(1)	S	21° 04' W	700.0	Feet	To a point, thence
(2)	S	25° 31' W	300.0	"	To a point where the road leading from Centreville South divides, the Westerly Branch leading to Queenstown and the Southerly Branch leading to Easton, thence towards Queenstown
(3)	S	71° 49' W	340.0	"	To a point, thence
(4)	N	87° 47' W	278.0	"	To the center of a 15" drain pipe across said road thence along the center of the Ravine
(5)	N	25° 49' E	1355.6	"	To the land of C.S. Thomas, thence along said Thomas land
(6)	S	62° 48' E	350.0	"	To the beginning.

Containing 13.361 Acres of land, more or less.

M. deK. Smith, Jr.,
C. E.

H38580

CERTIFIED COPY OF BOND.
Filed Aug. 1st. 1930.

Queen Anne's County, to wit:- Be it remembered that on the first day of August, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas J. Keating, Jr. and William R. Horney, of Queen Anne's County, Maryland, as principal, and 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 twelve thousand dollars, current money of the United States, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and every of our heirs, executors, administrators and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty fifth day of July, in the year nineteen hundred and thirty.

WHEREAS the above bounden Thomas J. Keating, Jr. and William R. Horney, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, have been appointed Trustees to sell the real estate mentioned in the proceedings in said Court entitled "John McKenney vs. Annie McK. Jacobs", and numbered 2822 on the Chancery docket of said court.

Now the condition of the above obligation is such that if the above bounden Thomas J. Keating, Jr. and William R. Horney 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 order or decree in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test:
Hilda T. Seward.
Hilda T. Seward.

M. R. Abricht.

Thomas J. Keating, Jr. (SEAL)
William R. Horney (SEAL)
Fidelity and Deposit Company
of Maryland
By E. V. Shockley. Seal's Place.

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

Security approved and Bond filed Aug. 1st. 1930.

B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 1, fol. 87, a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 1st day of August, in the year 1930.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Aug. 5th. 1930.

JOHN MCKENNEY VS. ANNIE MCK. JACOBS.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. NO. 2822.

REPORT OF SALE.

The report of sale of the real estate made by Thomas J. Keating, Junior, and William R. Horney, Trustees in the above entitled cause, respectfully shows:

That in pursuance of a decree heretofore passed in this cause, and after complying with the directions therein set forth by filing in this cause a bond in the penalty of twelve thousand dollars, ($12,000.00), with corporate surety duly approved by the Clerk of this Court, and after having had said real estate surveyed by M. DeK. Smith, Surveyor, (your Trustees believing that a survey of said land should be made), and after having given three weeks previous notice by advertising said sale inthe Centreville Observer, a newspaper printed and published in Queen Anne's County, Maryland, your Trustees did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Saturday, August 2nd., 1930, at the hour of 1:30 o'clock p.m., and did offer said real estate for sale in the following manner:

They first offered a small lot of land (being a part of said real estate) containing thirteen acres of land, more or less, according to the aforesaid survey. They next offered the remaining part of said real estate containing one hundred and sixty two acres of land, more or less, (according to said survey). Then they offered the entire tract of one hundred and seventy five acres of land, more or less, and the bid received on the entire tract being

higher than the aggregate of the bids received on the several parcels, your Trustees sold said entire tract, being all of the real estate mentioned in these proceedings, unto John McKenney of Queen Anne's County, Maryland, he being then and there the highest bidder therefor, at and for the sum of twelve thousand and two hundred and fifty dollars ($12,250.00).

After having the Auctioneer read the advertisement of sale your Trustees made the following announcements in addition to the terms set forth in said advertisement.

The right to possession will be given January 1st., 1931, with the usual privileges to an incoming tenant. Taxes for the year 1930 are to be paid by the Trustees out of the proceeds of sale and the crops for the year nineteen hundred and thirty are reserved to the Vendors. Insurance premiums are to be adjusted and apportioned between Vendors and purchaser as of day of sale. The family burying ground as now enclosed on said farm, together with a right of ingress to and egress from the same over said farm is reserved from this sale. There is also reserved from this sale a small milk house, a pump extension at the dwelling house, and a hound kennel and fencing, with a right to the owners to remove the same. Title papers are to be drawn at the expense of the purchaser.

Your Trustees believe the sum of twelve thousand and two hundred and fifty dollars ($12,250.00) to be a fair value of the real estate so sold by them and that upon ratification of said sale the purchaser will comply with the terms thereof.

Respectfully submitted.

Thomas J. Keating, Jr.

William R. Horney.

TRUSTEES.

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

I hereby certify that on this 5th day of August, in the year nineteen hundred and thirty, before me, the subscriber, the Clerk of the Circuit Court, in and for Queen Anne's County, State of Maryland, personally appeared Thomas J. Keating, Junior, and William R. Horney, Trustees, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of their knowledge and belief and that the sale was fairly made.

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

Filed Aug. 5th. 1930.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Aug. 5th. 1930.

TRUSTEE'S SALE OF VALUABLE
FARM AND LOT

UNDER AND BY VIRTUE of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 19th day of June, 1930, in a cause in said Court entitled "John McKenney vs. Annie McKenney Jacobs" and numbered 2822 on the Chancery docket of said Court, the undersigned Trustees 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, AUGUST 2, '30, at the hour of 1.30 p.m., the following real estate, to wit:

All that farm or tract of land situate, adjacent to the town of Centreville on the right hand side of public road leading from Centreville to Queenstown, known as the Mill Farm, comprising 175 acres of land, more or less, according to a survey thereof recently made by Marion deK. Smith, surveyor, and filed in the aforesaid Chancery cause.

The said real estate will be offered for sale in the following manner: It will first be offered for sale in two separate parcels and then will be offered as a whole and will be sold in the manner in which it brings the highest bid.

PARCEL NO. 1--consists of a small unimproved lot lying on the aforesaid public road between said road on the front and a branch or ravine on the rear, laid off by metes and bounds in the aforesaid survey and containing, according thereto, 13 ACRES, MORE OR LESS.

This parcel has fine possibilities for development into building lots.

PARCEL NO. 2--consists of the remaining part of said farm, also fronting on said public road, containing 162 ACRES, MORE OR LESS, according to said survey and upon which there is a good frame dwelling house and outbuildings.

This farm is in a splendid location is practically all under cultivation and would make a fine home for someone desiring to live near the town of Centreville.

TERMS OF SALE: As provided by said decree. 1/2 of the purchase money to be paid at the time of sale and the balance in two equal installments payable

M3580

respectively in one and two years from the day of sale, said balance to bear interest from the day of sale and payment thereof to be secured to the satisfaction of the Trustees; or all cash to be paid on the day of sale or on the ratification thereof by the aforesaid Court, at the option of the purchaser.

THOMAS J. KEATING, JR.
WILLIAM R. HORNEY, Trustees.
J. ELMER ANTHONY, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., October 4, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Trustee's Sale in the case of John McKenney vs Annie McKenney Jacobs, 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 2nd day of August, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Aug. 5th. 1930. By Margaret E. Durney.

CERTIFICATE OF PUBLICATION
OF

N I S I.

John McKenney	(	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Annie McK. Jacobs.	(	IN EQUITY.
	)	CHANCERY NO. 2822.

ORDERED, This 5th. day of August, A.D., 1930, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr. and William R. Horney, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th 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 8th. day of September next.

The Report states the amount of sales to be $12,250.00.

B. Hackett Turner, Clerk.

Filed Aug. 5th. 1930.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Oct. 9th. 1930.

NISI.

John McKenney
VS.
Annie McK. Jacobs.

In the Circuit Court for Queen Anne's County In Equity. Chancery No. 2822.

ORDERED, This 5th day of August, A.D., 1930, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr. and William R. Horney, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of September next.

The report states the amount of sales to be $12,250.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Aug. 5th. 1930.

THE CENTREVILLE RECORD

Centreville, Md., Oct. 9th. 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of John McKenney vs. Annie McK. Jacobs, #2822, a true copy of which is hereto annexed,

was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 8th day of September in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Oct. 9th. 1930. By L. Hopkins.

ORDER OF COURT RATIFYING SALE.

ORDERED, this 9th day of October in the year nineteen hundred and thirty, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Junior, and William R. Horney, Trustees, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order nisi; and the Trustees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers for to the Auditor.

Filed Oct. 10th. 1930. Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed Oct. 17th. 1930.

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

John McKenney, vs. Annie McKenney Jacobs.	Cause No. 2822.

To the Honorable, the Judges of said Court:

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

That the sale made and reported in this cause was had for the purpose of division of the proceeds of the sale between the plaintiff, who owned at the time of the sale two-thirds of the land sold, and the defendant who owned at the time of the sale one-third of the land sold.

That the report of sale filed by Thomas J. Keating, junior, and William R. Horney, the trustees appointed by the decree of this cause to sell said land, shows that they sold the land for $12,250.00.

That the auditor has stated the within account by first charging the trustees with the gross amount of the sale made by them and then by allowing them thereout their commissions for making the sale, the charges of a surveyor for surveying the land per his account filed by the auditor, the court costs of the cause, the costs of advertising the notice of sale, the amount paid the auctioneer for crying the sale, the costs of advertising order nisi on sale, the costs of the corporate bond of the trustees filed herein, the state and county taxes for the year 1930, and the costs of insurance on property sold, in accordance with the vouchers of the allowances filed with the auditor and mentioned in the within account, the costs of advertising the order nisi to be passed as to this report and the fee of the auditor.

The balance of the sale made and charged remaining after these allowances forms the net proceeds of the sale and by the within account is divided between and distributed unto the parties to the suit according to their respective rights as owners.

Which is respectfully submitted.

October 17, 1930. Madison Brown
Auditor.

Cause No. 2822.

The proceeds of the sale of the real estate called "Mill Farm" of John McKenney and Annie McKenney Jacobs, co-owners, in account with Thomas J. Keating, junior, and William R. Horney, trustees appointed to sell said real estate.

1930, Aug. 2.	CR.	
	By the amount of the gross sale of said real estate per report of sale filed August 5, 1930, to wit: the sum of	$12,250.00
	DR.	
	To Thomas J. Keating, jr., and William R. Horney, parties making the sale, for their commissions, to wit: the sum of	$535.00
	To do., for the amount of the charges of M. deK. Smith, jr. for making survey and plat of land sold per account for same exhibited, to wit: the sum of	145.80

H3580

To do., for the amount paid Clerk of the Court for court costs of this cause, per statement receipted and exhibited as follows:		
Appear. fee of plaintiff's attorney.	$10.00	
Appear. fee of defendant's attorney.	10.00	
Costs of B.H. Turner, Clerk,	31.35	
Costs of the sheriff,	.60	51.95
To do., for costs of advertising notice of sale in Centreville Observer per receipted account for same exhibited, to wit: the sum of		48.75
To do., for the amount paid J.E. Anthony, auctioneer for crying the sale, per his receipt for same exhibited, to wit: sum of		50.00
To do., for costs of advertising order nisi on sale in Centreville Record per account for same exhibited, to wit: the sum of		5.00
To do., for the amount paid corporate surety on their bond filed herein for costs of bond per receipt for same exhibited, sum of		36.00
To do., for the amount of state and county taxes on land sold for year 1930, paid by them to Treasurer per account for same receipted, exhibited, to wit: the sum of		164.34
To do., for the costs of insurance obtained on property sold paid by them to McKenney and Price per account for same receipted, exhibited, to wit: the sum of		24.02
Amounts carried forward	$1,060.86	$12,250.00

Cause No. 2822.	DR.	CR.
Amounts brought forward, to wit:	$1,060.86	$12,250.00
DR.		
To Thomas J. Keating, jr. and William R. Horney, trustees, for costs of advertising the order nisi to be passed as to this account, the sum of	3.00	
To Madison Brown, auditor, for stating this account, the sum of	13.50	
To balance, being the net proceeds of sale	11,172.64	
	$12,250.00	$12,250.00
CR.		
By balance brought down, to wit:		$11,172.64
DR.		
To John McKenney, the plaintiff, two-thirds of the above balance, to wit: the sum of	$ 7,448.43	
To Annie McKenney Jacobs, the defendant, one-third of the above balance, to wit: the sum of	3,724.21	
	$11,172.64	$11,172.64

October 17, 1930.

Madison Brown,
auditor.

NISI RATIFICATION OF AUDIT.

John McKenney,

vs.

Annie McKenney Jacobs.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2822.

ORDERED, This 17th. 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 14th. day of November, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 7th. day of November, 1930, in some newspaper printed and published in Queen Anne's County.

Filed Oct. 17th. 1930. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Nov. 14th. 1930.

NISI RATIFICATION OF AUDIT.

John McKenney
Vs.
Annie McKenney Jacobs.

In The Circuit Court for Queen Anne's County, in Equity. Case No. 2822.

ORDERED, This 17th 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 14th day of November, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of November, 1930, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test:B. HACKETT TURNER, Clerk.
Filed Oct. 17th. 1930.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Nov. 14, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of John McKenney vs. Annie McKenney Jacobs, Case #2822, 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 November in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed 11/14/30. BY L. Hopkins.

FINAL ORDER RATIFYING AUDIT.

ORDERED this 15th day of November in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as required by the preceding order nisi; and the Trustees are hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may be received.

Filed Nov. 17th. 1930. Lewin W. Wickes.

H38580

Chancery Cause No. 2846.

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

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

Madison Brown, attorney named in mortgage,

vs.

Mabel _____ Gordon mortgagor.

To B. H. Turner, Clerk:

Docket suit on your chancery docket in accordance with the above titling as filed in the papers thereof a certified copy of the mortgage from Mabel Gordon to Madison Brown, dated September 29, 1925, and recorded in land record in your office B. H. T. No. 4, folio 167, and of the assignment of said mortgage. This suit is for the foreclosure of said mortgage.

Enter my appearance for plaintiff.

MADISON BROWN

CERTIFIED COPY OF MORTGAGE
Filed 10/31/30

::
#11,507. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the thirteenth day of September, in the year nineteen hundred and twenty five, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this 29th. day of September, in the year nineteen hundred and twenty five, by and between Mabel Gordon, of Queen Anne's County, State of Maryland, widow, party of the first part and Madison Brown, Trustee, of the same place, party of the second part.

WHEREAS, the said Madison Brown, trustee, has this day loaned unto the said Mabel Gordon, the sum of Seven hundred eighty ($780.00) dollars, with the understanding that the same is to be repaid at the expiration of two years from the date hereof and with the further understanding that in the meantime the said Mabel Gordon is to pay interest thereon from the date hereof at the rate of six per cent per annum by two half yearly payments and with the additional understanding that the sum so loaned and the interest thereon to accrue and be paid as aforesaid, shall be secured by the execution and delivery of these presents.

NOW THEREFORE THIS MORTGAGE WITNESSETH: that the said Mable Gordon in consideration of the premises and of the sum of One dollar, does hereby grant and convey unto the said Madison Brown, trustee, his heirs and assigns, the following described real estate, to wit:

All that lot or parcel of land called or known as "The Mabel Gordon Farm", situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the public road leading from the state road between Millington and Unicorn Mills to the locality or property called Rings End and adjoining the farm called the "McDonald Farm", and the farm called "The Charles Stevens Farm", and containing 27.96 acres of land, more or less, and composed of two lots or parcels of land, reduced into one farm called as aforesaid, one parcel being the same land described in the deed from George E. Jewell to one Susan S. Comergys, dated September 25, 1912, and recorded in Liber W. F. W. No. 2, folio 165, a land record book of Queen Anne's County aforesaid, to which deed and the references hereby made for a description of said parcel by metes and bounds, courses and distances, and the other is the same land described in a deed to the said Susan S. Comergys from one Victorine Power, dated July 3, 1917, and recorded in Liber W. F. W. No. 10, folio 50, a land record book of said County, to which deed and the references hereby made for a description of the same by metes and bounds, courses and distances.

These two tracts or parcels of land are those conveyed by the said Susan S. Comergys, to Mabel Gordon aforesaid, by deed dated November 5, 1920, and recorded in Liber J. F. R. No. 5, folio 485, a land record book of Queen Anne's County aforesaid.

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

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

PROVIDED, that if the said Mabel Gordon, her heirs, executors, administrators or assigns shall well and truly pay to the said Madison Brown, trustee, his executors, administrators, successors or assigns when and as the same shall become due and payable, at the times hereinbefore named for the payment of the same, the aforesaid principal debt and the aforesaid interest to be paid thereon and shall perform 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 party of the first part, her heirs and assigns shall possess the property.

AND the said Mabel Gordon for herself and for her heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the full insurable value thereof in some company or Companies approved by the said party of the second part, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, 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 agrement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said party of the second part, his successors, executors, administrators or assigns, or Madison Brown, aforesaid, as their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to Mabel Gordon or whoever may be entitled to the same.

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

IN WITNESS WHEREOF, The said Mabel Gordon does hereunto affix her name and seal, day and year above written.

TEST: Lida Hopkins. Mabel Gordon (SEAL)

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

I hereby certify that on this 29th day of September, in the year nineteen hundred and twenty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared the above named Mabel Gordon and she did acknowledged the aforegoing MORTGAGE to be her act; and at the same time also personally appeared the above named Madison Brown, trustee, the above named mortgagee, and he did make oath that the consideration stated in the aforegoing mortgage is true and bona fide as there-

in set forth.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my Notarial Seal, day and year aboe written.

Lida Hopkins
Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit:-Be it remembered that on the thirteenth day of October, in the year 1925 the following Assignment was brought to be recorded, to wit:-

For value received I hereby assign and transfer the within and aforegoing Mortgage unto Madison Brown, guardian of Helen Newnam Sparks, for whom I originally took the Mortgage pursuant to the order of the Orphans' Court for Queen Anne's County, passed to-day.

Witness my hand and seal this thirteenth day of October, in the year nineteen hundred and twenty five.

Test: B. Hackett Turner. Madison Brown Trustee (SEAL)

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 4, folios 167, 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 thirty first day of October, in the year nineteen hundred and thirty.

Seal's
Place.

B. HACKETT TURNER

Clerk.

CERTIFIED COPY OF BOND
Filed 10/31/30.

Queen Anne's County, to wit: Be it remembered that on the thirty first day of October, 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 nine hundred and fifty dollars lawful money of the United States of America, to be paid to the State of Maryland, or to its ceiain attorney, to which payment well and truly to be made and done we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this ninth day of October, in the year nineteen hundred and thirty.

WHEREAS Mabel Gordon by a mortgage dated September 29, 1925, and recorded in Liber B. H. T. No. 4, a land record book of said county, on folio 167, made to secure the payment of the debt therein specified of seven hundred and eighty dollars and certain interest to be paid thereon, did grant certain land therein described unto the said Madison Brown who has assigned the mortgage unto Madison Brown, guardian of Helen Newnam Sparks.

WHEREAS the said Madison Brown is named in said mortgage as the attorney of the mortgagee and his assigns to sell the mortgaged property in case of default in the terms of said mortgage with power and authority unto him to so sell said property.

WHEREAS default has occurred in the covenants of said mortgage by reason of the non-payment at the time named therein for the maturity thereof of said principal mortgage debt as well as by reason of other defaults, and the said Madison Brown, as the attorney named in said mortgage, is about to sell the mortgaged property under the power and authority so given unto him by said mortgage because of such defaults.

H3580

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden 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 said mortgaged property or the proceeds thereof then this obligation shall be void; otherwise the same shall be and remain in full force and effect.

Madison Brown. (SEAL)

Signed, sealed and delivered in the presence of Etta T. Nelson.

Seal's Place.

American Surety Company of New York.
By Madison Brown.
Its attorney in fact.

Countersigned by
J. Lemuel Roberts.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed October 31st. 1930.
B. Hackett Turner, Clk.

STATE OF MARYLAND.

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 107 a Bond record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 31st. day of November, in the year 1930.

Seal's Place.

B. HACKETT TURNER

Clerk.

REPORT OF SALE
Filed 11/12/30

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

Madison Brown, attorney named in mortgage,
vs.
Mabel Gordon

Cause No. 2846.

To the Honorable, the Judges of said Court:

The report of Madison Brown, attorney named in mortgage, who hereinafter refers to himself as "vendor", unto Your Honors respectively sets forth:

That Mabel Gordon, by her mortgage dated September 29, 1925, and recorded in Liber B. H. T. No. 4, a land record book of this county, on folio 167, conveyed to Madison Brown as mortgagee the land hereinafter described to secure to him the payment of seven hundred and eighty dollars and certain interest to be paid thereon and said mortgage confers upon said Madison Brown as attorney for the mortgagee, his personal representatives and assigns, power to sell the mortgaged property in case of default in the terms of the mortgage. A certified copy of the mortgage has been filed in this cause.

That prior to the time of sale hereinafter mentioned default had occurred in the terms of said mortgage by reason of the non-payment of the principal debt secured by said mortgage at the time named therein for the payment of the same.

That prior to the day of sale hereinafter mentioned your vendor gave notice of the time, place, manner and terms of sale hereinafter described by advertisement inserted in the Centreville Record, a newspaper published in Queen Anne's County aforesaid, each week, once a week for four successive weeks before the day of sale hereinafter mentioned.

That pursuant to the notice of sale your vendor did attend in front of the Sudlersville Bank in the twon of Sudlersville, Maryland, on Saturday, November first, 1930, at 3 o'clock, P. M., and proceeded to make sale of the mortgaged real estate in the following manner:
Your vendor procured H. Scott Starkey, his auctioneer, to call the sale and then read the advertisement of sale to the persons who had then gathered at the place of sale; the vendor announced that the land described in the advertisement would be sold at public sale to the highest bidder on the terms of sale contained in the notice of sale and with the understanding that the purchaser would be required to pay the state and county taxes of the current year; the auctioneer then proceeded to cry the sale and after he had done so for a reasonable time your vendor through the medium of his auctioneer and in execution of the power and authority conferred

upon the vendor by said mortgage and because of default hereinbefore mentioned sold said property unto William J. Weiland of Philadelphia, Pennsylvania, he being then and there the highest bidder therefor and for the sum of nine hundred dollars.

That the property sold is the farm or tract of land called or known as "The Mabel Gordon Farm" situated in the Seventh Election District of Queen Anne's County, State of Maryland, on the road branching from Sudlersville-Millington state road at Groff's Garage and leading to Ring's End, containing 27.96 acres of land, more or less and being the land described in the mortgage as containing two parcels now reduced into one called as aforesaid.

That the purchaser has not complied with the terms of sale and your vendor files herewith as part hereof a copy of the advertisement of sale with a certificate of publication thereunto attached made by the publishers of said paper.

Total amount of the sale is $900.00.

Which is respectively submitted.

MADISON BROWN
Attorney named in mortgage, vendor.

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, personally appeared Madison Brown, attorney named in mortgage and the vendor named in the within and aforegoing report of sale, and he did make oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein set forth to the best of his knowledge and belief and that the sale therein mentioned was fairly made.

B. HACKETT TURNER

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

CERTIFICATE OF PUBLICATION OF SALE
Filed Nov. 1st, 1930.

MORTGAGE SALE OF FARM

Default having occurred in the terms of the mortgage from Mabel Gordon to Madison Brown, trustee, dated September 29, 1925, recorded in Liber B H. T. No. 4, folio 167, a land record book of Queen Anne's County, the undersigned as attorney appointed by said mortgage to sell the mortgaged property (which is the land described below) in case of such default will sell at public sale to the highest bidder in front of Sudlersville Bank in twon of Sudlersville, Maryland, on Saturday Nov. 1st, 1930 at 3 o'clock P. M., All that farm or tract of land called "The Mabel Gordon Farm" situate in Seventh Election District of Queen Anne's County, Maryland, on public road branching at Groff's Garage from Sudlersville-Millington state road and leading to Rings End, containing 27.96 ACRES OF LAND more or less.

This farm adjoins the McDonald Farm and farm of Charles Stevens. Improvements consist of a frame dwelling house and stable. The farm embraces two parcels described in the mortgage reduced into one.

TERMS OF SALE: One-third of the purchase money to be paid in cash at time of sale and remainder in two equal installments payable 6 and 12 months from day of sale with interest from day of sale or all cash, at option of purchaser at the time of sale. Deferrred payments, if any, to be secured by notes of purchaser with surietythereon to meet approval of undersigned.

MADISON BROWN,

Attorney named in mortgage.

THE CENTREVILLE RECORD

Centreville, Md., Nov. 1st,1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgage Sale of Farm in the case of Madison Brown, attorney vs. Mabel Gordon a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD,

#38580

a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 1st day of November in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

N I S I

Madison Brown, attorney named in mortgage	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Mabel Gordon.	)	IN EQUITY
	)	CHANCERY NO. 2846.

ORDERED, This 12th. day of November A. D., 1930, that the sale of the real estate made and reported in this cause by Madison Brown, attorney named in mortgage, vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th 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 15th. day of December next.

The Report states the amount of sales to be $900.00

B. HACKETT TURNER Clerk.

Filed Nov. 12th. 1930.

CERTIFIED COPY OF ORDER NISI
Filed Jan. 10th, 1931.

NISI

Madison Brown, Attorney named in
Mortgage
VS
Mabel Gordon

In the Circuit Court for Queen Anne's County In Equity Chancery No. 2846

ORDERED, This 12th day of November A. D., 1930, that the sale of the real estate made and reported in this cause by Madison Brown, attorney named in mortgage, vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of December next.

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

B. HACKETT TURNER, Clerk

True Copy
Test: B. HACKETT TURNER, Clerk
Filed Nov. 12th, 1930

THE CENTREVILLE RECORD

Centreville, Md., Jan. 10 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of Madison Brown, Attorney named in Mtg. vs. Mabel Gordon #2846 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 15th day of December in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins

Filed January 10th, 1931.

STATEMENT OF MORTGAGE DEBT
Filed January 17th, 1931.

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

Madison Brown, attorney named in mortgage, versus Mabel Gordon	)	Chancery Docket Cause No. 2846

STATEMENT OF MORTGAGE DEBT.

Mabel Gordon, the mortgagor mentioned in the aforegoing cause unto Madison Brown, guardian of Helen Newnam Sparks, assignee of the mortgage mentioned in said cause, DR.

1930
Nov.
1 To the amount of mortgage debt due this date (day of sale of this cause) under a mortgage mentioned in said cause which is dated September 25, 1925, recorded in Liber B. H. T. No. 4 and which made to secure the debt now due as principal, to wit: $780.00

To amount of interest due on said debt from September 25, 1930 to November 1, 1930, ... 4.68

Total amount of debt, principal and interest due on day of sale $784.68

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

I hereby certify that on this 17th. day of January, in the year nineteen hundred and thirty one before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, above named party and he did make oath in due form of law that the aforegoing statement is a true statement of the mortgage indebtedness due November 1, 1930, under the mortgage above described.

B. HACKETT TURNER

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

Filed January 17th, 1931.

ORDER OF COURT RATIFYING SALE
Filed Jany. 22nd, 1931.

ORDERED, on this 19th day of January in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this Court, that the sale of the real estate of Mabel Gordon, mortgagor, made and reported to this Court by Madison Brown, the plaintiff of the above entitled cause, under and by virtue of a mortgage mentioned and described in the proceedings of this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi passed November 12, 1930, in relation to said sale and it is further ORDERED that the papers of said cause be and the same are hereby referred unto Edwin H. Brown Jr. as special auditor with instructions to state and return to this Court an account between the proceeds of the sale described in the report of sale in this cause and the said Madison Brown as the party making the sale.

LEWIN W. WICKES

Filed Jany. 22nd, 1931.

CERTIFIED COPY OF ORDER OF ORPHANS'COURT
Filed Feb. 20th, 1931.

In the Orphans' Court of Queen Anne's County.

In the Matter of the Guardianship of Helen Newnam Sparks.

To the Honorable, the Judges of said Court:

H3580

The petition of Madison Brown, guardian of Helen Newnam Sparks, unto your honors respectfully sets forth:

That your petitioner holds as the property of his ward a mortgage given by Mabel Gordon unto Madison Brown dated September 29, 1925, and recorded among the land record books of said county in Liber B. H. T. No. 4, on folio 167, and made to secure the payment of $780.00.

That default has occurred in the terms of said mortgage by reason of the non-payment of said sum at maturity thereof and the mortgagor has expressed unto the petitioner her inability to pay the debt.

That a sale of said property under the power of sale contained in said mortgage is therefore necessary and your petitioner deems it best as less complicated that he be permitted and directed to foreclose the mortgage under the power given him by said mortgage as attorney for the mortgagee and his assigns.

Your petitioner therefore prays Your Honors to pass an order authorizing, empowering, and directing him to foreclose said mortgage as attorney named therein.

Which is respectfully submitted.

Madison Brown
guardian.

Ordered by the Orphans' Court of Queen Anne's County, on this 14th day of October in the year nineteen hundred and thirty that Madison Brown, guardian of Helen Newnam Sparks, be and is hereby authorized, empowered and directed to foreclose the mortage above described in his capacity as attorney named in said mortgage upon such terms as to him may seem right and proper.

Henry C. Bowen
W. Hopper Gibson
Clayton T. Cann
Judges of the Orphans' Court.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Petition and Order of Madison Brown, Guardian of Helen Newnam Sparks, infant as filed and passed in this office on Oct. 14, 1930, and recorded in Liber W. T. B. No. 3 Folio 387 in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 11th day of February 1931.

Seal's Place.

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

REPORT AND ACCOUNT OF
SPECIAL AUDITOR.
Filed Feb. 24th, 1931.

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

Madison Brown, attorney named in mortgage,
versus
Mabel Gordon.

Cause No. 2846.

To the Honorable, the Judges of said Court:

I, Edwin H. Brown, junior, as special auditor to whom the papers of this cause have been referred with directions to state and account herein, unto Your Honors respectfully sets forth:

I have examined the proceedings of this cause and find that the same were instituted by the plaintiff for the purpose of collecting a mortgage debt due by Mabel Gordon unto Madison Brown, guardian of Helen Newnam Sparks, as assignee of a mortgage from Mabel Gordon to Madison Brown andit appears that the proceeds of sale are not sufficient to pay the costs of the sale and cause and the mortgage debt in full.

I have stated the within account by first charging Madison Brown, the party making the sale as attorney named in the mortgage, with the gross amount of the sale made by him and then thereout allowed unto him as follows:

His commissions for making the sale, the costs of advertising the sale and the several orders nisi of the cause, the charges of his auctioneer, and the costs of his bond, the costs of advertising the order nisi to be passed as to this account and the fee of the auditor.

The balance of the sale remaining after these allowances is not sufficient to pay the mortgage debt in full and is distributed unto Madison Brown, guardian of Helen Newnam Sparks, the holder of the mortgage at the time of the sale on account of his debt.

I append to the account mentioned a statement showing the balance due by Mabel Gordon, the mortgagor, to the assignee of the mortgage after application to the debt due on the day of the sale of the amount so distributed as above set forth.

Which is respectfully submitted.

EDWIN H. BROWN JR.

February 23, 1931. Special Auditor.

Cause No. 2846.

The proceeds of the sale of the mortgaged real estate of Mabel Gordon, the mortgagor of the mortgage described in this cause, in account with Madison Brown, attorney named in the said mortgage to execute the power of sale therein contained and vendor selling the mortgaged property under said power.

CR.

1930, Nov. 1,

By the gross amount of the mortgage sale, per report filed, to wit: sum of $900.00

DR.

To Madison Brown, party making sale for his commissions for so doing, per terms of the mortgage, to wit: the sum of . .$ 61.00

To do., for the charges of S. Scott Starkey for crying the sale made, per account exhibited, to wit: the sum of . . . 5.00

To do., for the costs of his bond due the corporate surety thereon filed herein, per account for same exhibited: . . . 5.00

To do., for the costs of advertising the sale and order nisi thereon in Centreville Record, per receipted account for same exhibited, to wit: the sum of 32.00

To do., for the court costs of this cause as follows:
Costs of B. H. Turner, Clerk, ... $18.75
Appearance fee of Madison Brown 10.00
Register of Wills for copy filed herein 1.50

per Bill of Costs exhibited . . . . . $30.25. . 30.25

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

To E. H. Brown, junior, special Auditor, for stating this account, to wit: the sum of 4.50

To Madison Brown, guardian of Helen Newnam Sparks, assignee of the mortgage mentioned in this cause, this balance . . 759.25

$900.00 $900.00

STATEMENT OF MORTGAGE DEBT.

Mabel Gordon, mortgagor as aforesaid, to Madison Brown, guardian of Helen Newnam Sparks, assignee of the mortgage mentioned above . . . . . DR.

Nov. 1, 1930.

To amount of mortgage debt, principal and interest, due this date, per statement filed, to wit: the sum of $784.68

Cr. by amount applicable thereto above from proceeds of sale 759.25

Nov. 1, 1930.
Dr. to balance due by mortgagor bearing interest from this date . . . $ 25.43

H3580

EDWIN H. BROWN JR.

February 23, 1931. Special Auditor.

NISI RATIFICATION OF AUDIT

Madison Brown, Attorney named in mortgage	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY
Mabel Gordon, Mortgagor.	)	CASE No. 2846.

ORDERED, This 24th. day of February in the year nineteen hundred and thirty one that the Report and Account filed in these proceedings by Edwin H. Brown, Jr. Special Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of March, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of March 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed Feby. 24th. 1931.

CERTIFIED COPY OF NISI RATIFICATION OF AUDIT
Filed March 25th, 1931.

NISI RATIFICATION OF AUDIT

Madison Brown, attorney named in mortgage

VS.

Mabel Gordon, Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2846.

ORDERED, This 24th day of February, in the year nineteen hundred and thirty one that the Report and Account filed in these proceedings by Edwin H. Brown, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of March, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of March 1931, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True copy,
Test: B. HACKETT TURNER, Clerk
Filed February 24, 1931.

THE CENTREVILLE RECORD

Centreville, Md., Mar. 25, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the case of Madison Brown atty vs. Mabel Gordon #2846 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 14 day of March in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

Filed March 25th, 1931.

PETITION OF MADISON BROWN AS GUARDIAN
OF HELEN NEWNAM SPARKS
Filed April 9th, 1931.

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

Madison Brown, attorney named in mortgage, (
versus) Cause No. 2846.
Mabel Gordon, mortgagor. (

To the Honorable, the Judges of said Court:

The petition of Madison Brown, guardian of Helen Newnam Sparks, infant, unto Your Honors respectfully sets forth:

That on September 28, 1925, he was appointed guardian of the said Helen Newnam Sparks by the Orphans' Court of Queen Anne's County and he filed on September 29, 1925, his bond as said guardian in the penal sum of $4,000.00; that his appintment remains unrevoked and his bond is full force and effect.

That the total principal and estate consists of money only in the sum of $3,780.00; that all interest received by him as guardian from the date of his appointment to the date of the filing of this petition has been extended in furnishing the maintenance and support of said ward with the exception of interest less than the sum of fifty dollars which is now in his hands.

That as will appear by the audit filed in the above entitled cause there has been distributed unto the said Madison Brown as the guardian of the said Helen Newnam Sparks $759.25 which sum is a part of the principal estate of the said ward above mentioned and which the said guardian desires to receive from the said Madison Brown as the party making the sale of said cause in order that he may administer the same as the guardian of the said ward.

That filed with this petition is a certificate of the appointment of the said Madison Brown as the guardian of said infant and a copy of the bond so given by him and as will appear from the same upon which the American Surety Company of New York is the surety.

Your petitioner therefore prays Your Honors to pass and order directing the said Madison Brown as the party making the sale of the above entitled cause and the custodian at this time of said sum to pay unto the said Madison Brown as the guardian of the said Helen Newnam Sparks the said sum of $759.25 above mentioned.

Which is respectfully submitted.

MADISON BROWN
Guardian of Helen Newnam Sparks.

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

I hereby certify that on this 9th day of April in the year nineteen hundred and thirty one before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity personally appeared Madison Brown, guardian of Helen Newnam Sparks and he made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

B. HACKETT TURNER

Filed Apr. 9th, 1931.

CLERK'S CERTIFICATE.

Madison Brown, Attorney
Vs.
Mabel Gordon

In the Circuit Court for
Queen Anne's County, in
Equity.
No. 2846 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 24th day of February 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 thirty first day of March, 1931.

Seal's
Place.

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

FINAL ORDER OF RATIFICATION
Filed May 8th, 1931.

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

Madison Brown, attorney named in mortgage, versus Mabel Gordon — Cause No. 2846.

ORDERED, this 7th day of May in the year nineteen hundred and thirty one by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this Court, that the within and aforegoing 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 passed in this cause heretofore in relation to said report and account and Madison Brown, the party making the sale, is hereby directed to apply the proceeds of the sale accordingly with a due proportion of interest received and to be received on credit sales to his commissions and to the sum of money representing the surplus mortgage sale or mortgagee's distribution, but he shall not pay the sum of money audited to Madison Brown, guardian of Helen Newnam Sparks until the further order of this court.

Filed May 8th, 1931. W. H. ADKINS

ORDER OF COURT
Filed May 8th, 1931.

The aforegoing petition and the exhibits filed therewith and described therein have been read and considered.

It is thereupon, on this 7th day of May 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, ordered and directed that the sum of $759.25 arising from the sale made and reported in the above entitled cause and to which Helen Newnam Sparks, the infant mentioned in said petition, is entitled, shall be paid by Madison Brown as the party making said sale and the custodian at this time of said sum of money to the said Madison Brown as the guardian of said Helen Newnam Sparks, the court being satisfied that the bond given by the said Madison Brown as the guardian of said infant is in an amount and with security sufficient to portect the said infant in the premises.

Filed May 8th, 1931. W. H. ADKINS

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, Norman S. Dudley Register of Wills in and for Queen Anne's County, State of Maryland, and by law keeper of the Seal and of the Records, and of the original papers of the Orphans' Court for Queen Anne's County: DO HEREBY CERTIFY that it appears from the Records in said Court that on the 28th day of September A. D., nineteen hundred and 25 that Madison Brown was appointed Guardian of Helen Newnam Sparks, infant child of 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 Norman S. Dudley 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 8th day of April nineteen hundred and thirty one.

Seal's Place.

NORMAN S. DUDLEY
Register of Wills for Queen Anne's County.

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

KNOW ALL MEN BY THESE PRESENTS, That we, Madison Brown, Queen Anne's County, State of Maryland, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation created by and existing under the laws of the State of New York, duly authorized by

law to become sole surety on the bonds of guardians, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars, current money of the United States, to be paid to the State of Maryland, to which payment well and truly to be made and done, we bind ourselves, and every of our heirs, executors, and administrators, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this fourteenth day of Sept., in the year one thousand nine hundred and twenty five.

The condition of the above obligation is such, that if the above bounden Madison Brown, as Guardian to Helen Newnam Sparks, (named in the last will and testament of Sarah Elizabeth Newnam, late of Queen Anne's County, deceased), shall faithfully account with the Orphans' Court of Queen Anne's County as directed by law, for the management of the property and the estate of the Orphan under his care, and shall also deliver up the said property, agreeably to the order of the said Court, or the directions of law, and shall in all respects perform the duty of Guardian to the said Helen Newnam Sparks according to law, then the above obligations shall cease, it shall otherwise remain in full force and virtue in law.

Madison Brown (Seal)

Signed, sealed and delivered in the presence of

Hilda T. Seward

AMERICAN SURETY COMPANY OF NEW YORK

By H. L. HAIGHT
H. L. Haight, Res. Vice-Pres.
Attest:

C. H. Arnold
C. H. Arnold, Res. Ass't. Sec'y.
9-14-1925

Place of Seal.

Countersigned:
By J. Lemuel Roberts

ORDERED, this 29th., day of September, in the year nineteen hundred and twenty five, by the Orphans' Court of Queen Anne's County, that the within and aforegoing bond and the surety thereupon be and the same are hereby approved and that Madison Brown, named in said bond as guardian of said Helen Newnam Sparks, he having signified his acceptance of his appointment heretofore made as guardian of said Helen Newnam Sparks, be and he is hereby authorized, empowered and directed to proceed to act as the guardian of the said Helen Newnam Sparks.

W. Hopper Gibson
John R. Benton
Chas. E. Cannon

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of The Bond of Madison Brown, Guardian of Helen Newnam Sparks, infant, as filed and passed in this office on September, 29th, 1925, and recorded in Liber W. T. B. No. 2 Folio 42 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 25th day of March 1931.

Seal's Place.

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

H38580

H35580

H3858o

CHANCERY CAUSE #2849.

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

H. B. W. Mitchell, Attorney named in Mortgage, vs. Ralph F. Mason and Elizabeth A. Mason, his wife.	In The Circuit Court for Queen Anne's County, In Equity. No.

B. Hackett Turner, Clerk:

Docket suit as per above titling and file certified copy of mortgage from Ralph F. Mason and Elizabeth A. Mason, his wife, to William T. Bishop dated June 30th., 1927, and recorded in Liber B. H. T. No. 7 fol. 12.

H. B. W. Mitchell.

CERTIFIED COPY OF BOND.
Filed Nov. 19th. 1930.

Queen Anne's County, to wit:- Be it remembered that on the nineteenth day of November, 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, as principal, and Maryland Casualty Company, a body corporate, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of five hundred dollars current money, to which payment well and truly to be made and done we 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 nineteenth day of November, nineteen hundred and thirty.

WHEREAS, the said H. B. W. Mitchell is about to execute the power of sale contained in the mortgage from Ralph F. Mason and Elizabeth A. Mason, his wife, to William T. Bishop, dated the 30th. day of June, 1927, and recorded in Liber B.H.T. No. 7, fol. 12, a land record book for Queen Anne's County, said Mitchell being named in said mortgage to sell in case of default in any of the terms or conditions of said mortgage, default having occurred in the terms and conditions of said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, the said H. B. W. Mitchell do and shall abide by and fulfill any order or decree of any court of Equity in relation to the sale of the property described in said mortgage 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.J. Connolly, Jr.

Seal's Place.

H.B.W. Mitchell
Maryland Casualty Company
by Wm. W. Rhodes.
Attorney-in-fact.
Countersigned: H.B.W. Mitchell
Attorney in fact.

And on the back of the aforegoing bond was thus endorsed, to wit:-
Security approved and Bond filed November 19th. 1930.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 1, fol. 109, a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 19th. day of November, 1930.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE.
Filed Nov. 19th. 1930.

#12,519. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 6th. day of July, in the year nineteen hundred and twenty-seven, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this thirtieth day of June, in the year nineteen hundred and twenty seven, by Ralph F. Mason and Elizabeth A. Mason, his wife, of Baltimore City, in the State of Maryland.

WHEREAS, said Ralph F. Mason and Elizabeth A. Mason, his wife, are jointly and severally indebted unto William T. Bishop, of Queen Anne's County, Maryland, in the full and just sum of two hundred and twenty dollars for money this day loaned and advanced by said Bishop unto the said Ralph F. Mason and Elizabeth A. Mason, his wife, which said sum, together with interest thereon from this date, is to be repaid at the expiration of six months from this date, for which said principal sum of two hundred and twenty dollars, together with interest thereon, the said Ralph F. Mason and Elizabeth A. Mason, his wife, have drawn and passed unto the said William T. Bishop their joint and several promissory note of even date herewith for the sum of two hundred and twenty dollars, together with interest from its date, endorsed upon its face, "Secured by Mortgage of even date herewith", and payable at The Queen Anne's National Bank of Centreville, at Centreville, Maryland, six months from its date, and there was an express condition precedent to said loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

NOW THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the aforesaid sum of two hundred and twenty dollars, the payment thereof being hereby acknowledged, the said Ralph F. Mason and Elizabeth A. Mason, his wife, do hereby grant and convey unto the said William T. Bishop all that lot or parcel of land, improved by a frame dwelling house and a red frame building used as a stable or barn, called the "Mary Elizabeth Holden Property", situate, lying and being in the village of Carmichael, in The Fifth Election District of said Queen Anne's County, on the right side of the public road leading from Queenstown through Carmichael to Wye Island, bounded on one side by the property of John F. Mandrell and on the other side by the property of Ida Mae Dodd, containing two roods and ten square perches of land, more or less, and being the same land that was conveyed unto the said Ralph E. Mason and Elizabeth A. Mason, his wife, as tenants by the entireties, by Mary Elizabeth Holden and Bernard C. Holden, her husband, by deed dated the third day of December, nineteen hundred and twenty four, and recorded in Liber B.H.T. No. 2, folio 583, 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 particular description of said land.

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

PROVIDED, that if the said Ralph F. Mason and Elizabeth A. Mason, their or either of their heirs, exeeutors, administrators or assigns shall well and truly pay to the said William T. Bishop, his executors, administrators or assigns, the aforesaid sum of two hundred and twenty dollars in accordance wit the tenor of the promissory note hereinbefore mentioned and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be perform, then this mortgage shall be void; and until default be made in the premises the said Ralph F. Mason and Elizabeth A. Mason, their heirs and assigns shall possess said property.

AND the said Ralph F. Mason and Elizabeth A. Mason 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 two hundred and twenty dollars in some Company or Companies approved by the said William T. Bishop, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

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

H38580

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketedin the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said William T. Bishop, his executors, administrators, successors or assigns, or H.B.W. Mitchell, his 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 Ralph F. Mason and Elizabeth A. Mason, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness our hands and seals.

Witness:- Ralph F. Mason (SEAL)

John P. Walter. Elizabeth A. Mason (SEAL)

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 30th day of June, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Ralph F. Mason and Elizabeth A. Mason, his wife, and did each acknowledge the within and aforegoing mortgage to be their respective act and deed.

Notary Public Seal.

In testimony whereof, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

John P. Walter
Notary Public.

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

I hereby certify that on this sixth day of July, in the year nineteen hundred and twenty seven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared William T. Bishop and made oath that the consideration stated within and aforegoing mortgage was true and bona fide as therein set forth.

SAMUEL T. BOUCHELLE
JUSTICE OF THE PEACE.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 7, folios 12 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 nineteenth day of November, in the year nineteen hundred and thirty.

Seal's Place.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Nov. 21st. 1930.

H.B.W. MITCHELL, ATTORNEY NAMED IN MORTGAGE, VS. RALPH F. MASON AND ELIZABETH A. MASON, HIS WIFE.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, NO. 2849.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of H. B. W. Mitchell, the Attorney named in the mortgage, from Ralph F. Mason and Elizabeth A. Mason, his wife, to William T. Bishop dated the 30th. day of June, in the year 1927, and recorded in Liber B.H.T. No. 7, folio 12, a land record book for Queen Anne's County, of the sale made by him of the lot or parcel of land, improved by a frame dwelling house and a red frame building used as a stable or barn, called the "Mary Elizabeth Holden Property", situate, lying and being in the

village of Carmichael, in the Fifth Election District of said Queen Anne's County, on the right side of the public road leading from Queenstown through Carmichael to Wye Island, bounded on one side by the property of John F. Mandrell and on the other side by the property of Ida Mae Dodd, containing two roods and ten square perches of land, more or less, and being the same land that was conveyed unto the said Ralph F. Mason and Elizabeth A. Mason, his wife, as tenants by the entireties, by Mary Elizabeth Holden and Bernard C. Holden, her husband, by deed dated the third day of December, nineteen hundred and twenty four, and recorded in Liber B. H. T. No. 2 folio 583, a land record book for Queen Anne's County, to your Honors respectfully sets forth:

That under and by virtue of the power of sale contained in said mortgage, certified copy thereof being filed herewith as a part hereof, default having occurred in the terms and conditions of said mortgage by non payment of the debt thereby intended to be secured and the interest thereon, after having first given notice of the time, place, manner and terms of sale by advertisement in the Centreville Record, a newspaper printed and published in Queen Anne's County, for more than twenty days previous to the day of sale and after having filed an approved bond conditioned for the faithful performance of his trust, and to abide by and perform any order or decree of any Court of Equity, in relation to said mortgaged property or the proceeds arising from the sale thereof, did pursuant to said notice and advertisement attend in front of the store house of John E. Mandrell in the village of Carmichael, Queen Anne's County aforesaid, on Wednesday, November 19th. 1930, between the hours of 1:30 o'clock p.m., and two o'clock p.m., and after reading the advertisement of said property, the said property was then and there offered at public auction and was sold to John E. Mandrell, he being then and there the highest bidder therefor, at and for the sum of two hundred and ten dollars, ($210.00). The purchaser has paid one-half of the purchase money for said property and your Attorney feels satisfied that he will make satisfactory settlement for the balance.

All of which is respectfully submitted.

H. B. W. Mitchell
ATTORNEY NAMED IN MORTGAGE.

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

I hereby certify that on this 21st 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, Maryland, personally appeared H. B. W. Mitchell, Attorney named in mortgage, and made oath that the matters and things stated in the aforegoing Report of Sale were true and bona fide as therein set forth, to the best of his knowledge and belief, and that the sale was fairly made.

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

Filed Nov. 21st. 1930.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Nov. 30th. 1930.

MORTGAGE SALE OF REAL PROPERTY.

Under and by virtue of the power of sale contained in the mortgage from Ralph F. Mason and Elizabeth A. Mason, his wife, to William T. Bishop, dated the 30th day of January, 1927, and recorded in Liber B.H.T. No. 7, folio 12, a land record book for Queen Anne's County, default having occurred in the terms and conditions of said mortgage, the undersigned, the attorney named in said mortgage to make sale of land and premises therein described in case of such default will sell at public auction to the highest bidder in front of the Store House of J.E. Mandrell at Carmichael, Queen Anne's County, Maryland, WEDNESDAY, NOV. 19, 1930, between the hours of 1:30 o'clock P.M., and 2 o'clock P.M., all that lot or parcel of land, improved by frame dwelling house and a little frame building used as a stable or barn, called the "Mary Elizabeth Holden Property", situate, lying and being in the village of Carmichael in the Fifth Election District of Queen Anne's County, on the right side of the public road leading from Queenstown through Carmichael to Wye Island, containing two roods and ten square perches of land, more or less, and being the same land that was conveyed unto the said Ralph F. Mason and Elizabeth A. Mason, his wife, by Mary Elizabeth Holden and Bernard C. Holden, her husband, by deed dated the 3rd day of December, 1924, and recorded in Liber B.H.T. No. 2, folio 583, a land record book for Queen Anne's County.

TERMS OF SALE:- One-half of the purchase money to be paid in cash at the time of the sale and the balance in six months from day of sale or all cash, at the option of the purchaser. All deferred payments to bear interest from day of sale and to be secured by the note or notes of the purchaser with security to the satisfaction of the undersigned.

H. B. W. MITCHELL
Attorney Named in Mortgage.

M3580

THE CENTREVILLE RECORD.

Centreville, Md., Apr. 30, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgage Sale in the case of H.B.W. Mitchell, Attorney named in Mortgage vs. Ralph F. Mason and Elizabeth A. Mason, his wife, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 19th day of November in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

N I S I.

H.B.W. MITCHELL, ATTORNEY NAMED IN MORTGAGE,	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
RALPH F. MASON AND ELIZABETH A. MASON.	IN EQUITY. CHANCERY NO. 2849.

ORDERED, This 22nd. day of November, A.D., 1930, that the sale of the real estate made and reported in this cause by H.B.W. Mitchell, Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of December next.

The Report states the amount of sales to be $210.00.

Filed November 21st. 1930. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Apr. 29-1931.

NISI.

H.B.W. MITCHELL, ATTORNEY NAMED IN MORTGAGE,
VS.
RALPH T. MASON AND ELIZABETH A. MASON.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2849.

ORDERED, This 22nd day of November, A.D., 1930, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of January 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 29th day of December, next.

The report states the amount of sales to be $210.00.

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed November 21st. 1930.

THE CENTREVILLE OBSERVER.

Centreville, Md., April 29, 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the order Nisi in the case of H. B. W. Mitchell, Attorney named Mortgage vs. Ralph T. Mason and Elizabeth A. Mason, 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 27th day of November 1930, being more than one month before the 29th day of December, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

STATEMENT OF MORTGAGE DEBT.
Filed May 1st. 1931.

STATEMENT OF MORTGAGE DEBT.

Principal debt secured by mortgage from Ralph F. Mason and Elizabeth A. Mason, his wife, to Wm. T. Bishop, dated June 30, 1927	$220.00
Interest for 2 years from June 30, 1927, to June 30, 1929,	26.40
	$246.40
June 30, 1929, Credit	75.00
	$171.40
Interest from June 30, 1929, to Nov. 19, 1930, 1 year, 4 months, 20 days,	14.29
	$185.69
Attorney's Commissions at 5% for collection	9.28
	$194.97

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

I hereby certify that on this 30th day of April, 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William T. Bishop and made oath that the within and aforegoing statement of mortgage debt was correct and true and that no part of the same has been paid except the credit given and which appears in said statement.

Notary Public Seal.

In testimony whereof I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

Washington Irving Tuttle
NOTARY PUBLIC.

Filed May 1st. 1931.

FINAL ORDER.

ORDERED this 1st day of May 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 by H. B. W. Mitchell, Attorney named in mortgage, and reported by him in the aforegoing Report of Sale, in the cause entitled, "H. B. W. Mitchell, Attorney named in Mortgage, vs. Ralph F. Mason and Elizabeth A. Mason, his wife", being No. 2849, in this Court, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order Nisi. The said H. B. W. Mitchell, Attorney named in Mortgage, is allowed the commissions provided for by said mortgage and all expenses not personaly, upon producing proper vouchers therefor before the Auditor.

Filed May 2nd. 1931. Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed May 5th. 1931.

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

H. B. W. Mitchell, attorney named in mortgage, vs. Ralph F. Mason and Elizabeth A. Mason, his wife.	Cause No. 2849.

To the Honorable, the Judges of said Court:

I, Madison Brown, auditor, of the court, unto Your Honors respectfully sets forth:

I have stated the within account at the request of H. B. W. Mitchell, Esquire, the party making the sale reported in this cause and I have therein charged him with the gross amount of the sale made by him, per his report filed herein and have then thereout allowed as follows:

Unto the said vendor his commissions for making the sale per terms of the mortgage, the court costs of this cause, the costs of his bond, the costs of advertising the sale and the several orders nisi of the cause, the charges of the auctioneer for crying the sale and the fee of the auditor.

Unto William T. Bishop, the mortgagee, the balance of the gross sale remaining after these allowances in part payment of his mortgage claim for said balance is not sufficient to pay his claim in full.

Which is respectfully submitted.

May 5, 1931.

Madison Brown
Auditor.

H3880

The proceeds of the sale of the mortgaged real estate of Ralph F. Mason and Elizabeth A. Mason, his wife, mortgagors as tenants by the entireties, in account with H. B. W. Mitchell, attorney named in the mortgage described in this cause and as such vendor of said property under said mortgage.

1930, Nov. 19- CR.

By amount of the gross sale made and reported in this cause, $210.00

DR.

To H. B. W. Mitchell, person making the sale, for his commissions for making the sale, per terms of the mortgage:	$14.70	
To do., for the court costs of this cause, per statement of the Clerk, exhibited, as follows, to wit: Costs of the Clerk $18.75; Appearance fee of H.B.W.Mitchell 10.00	28.75	
To do., for the costs of his bond with corporate surety thereon, filed herein, per receipt for same exhibited:	5.00	
To do., for costs of advertising notice of sale in the Centreville Record, per account for same receipted and exhibited, appears, to wit: the sum of	18.00	
To do., for the costs of advertising order nisi on sale in Centreville Observer, per receipted account for the same, exhibited, appears, to wit: the sum of	5.00	
To do., for the amount paid James F. Boyles for crying the sale, per his receipt for same exhibited, to wit: sum of	4.00	
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	
To Madison Brown, auditor, for stating this account: sum of	4.50	
	$82.95	
To William T. Bishop, mortgagee, in part payment of his mortgage claim of $194.97, this balance, to wit: the sum of	127.05	
	$210.00	$210.00

STATEMENT OF MORTGAGE DEBT.

Ralph F. Mason and Elizabeth A. Mason, his wife, to William T. Bishop	DR.
To amount of the mortgage debt due by them to him under the mortgage filed in this cause November 19, 1930, per statement filed, to wit:	$194.97
By amount distributed to the mortgagee thereon by above account, to wit:	127.05
To balance due by them to him bearing interest from November 19, 1930,	$ 67.92

May 5, 1931.

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

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

vs.

Ralph F. Mason and Elizabeth A. Mason, his wife.

(IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S COUNTY
(IN EQUITY.
) CASE NO. 2849.

ORDERED, This 5th day of May, 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 30th. day of May, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of May, 1931, in some newspaper printed and published in Queen Anne's County.

Filed May 5th. 1931

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed June 3rd. 1931.

NISI RATIFICATION OF AUDIT.

H.B.W.MITCHELL, ATTORNEY NAMED IN MORTGAGE,
VS.
RALPH F. MASON AND ELIZABETH A.
MASON, HIS WIFE.

In The Circuit Court for Queen Anne's County, In Equity. Case No. 2849.

ORDERED, This 5th day of May, 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 30th day of May, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of May, 1931, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed May 5th. 1931.

THE CENTREVILLE RECORD.

Centreville, Md., June 2, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of H.B.W. Mitchell, Atty. named in Mortgage vs. Ralph F. Mason and Elizabeth A. Mason, his wife, #2849, 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 23rd day of May in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

BY L. Hopkins.

ORDER RATIFYING AUDIT.

ORDERED, this 10th day of June, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing report and account of the Auditor be, and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the preceding order of ratification nisi; the Assignee is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed June 10th. 1931. Thomas J. Keating.

H38580

H3580

Cause No. 2848.

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

John R. Benton, Mortgagee. VS. James Shriver, William Shriver and George E. Shriver, Mortgagors.	⁞	In the Circuit Court for Queen Anne's County, In Equity.

Mr. Clerk:

Please docket the above entitled suit and file certified copy of mortgage from defendants to the plaintiff dated October 9th, 1928 and recorded in Liber B. H. T. No. 8 folio 462 &c. a land record book for Queen Anne's County, and enter may appearance for the Plaintiff.

EDWIN H. BROWN JR.

November 18, 1930.

CERTIFIED COPY OF MORTGAGE
Filed Nov. 18th, 1930.

::

#13,266. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 9th. day of October, in the year nineteen hundred and twenty eight, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this ninth day of October, in the year nineteen hundred and twenty eight, by James Shriver, William Shriver and George E. Shriver, all single, and all of Queen Anne's County, State of Maryland, Witnesseth:-

WHEREAS, the said James Shriver, William Shriver and George E. Shriver are indebted unto John R. Benton in the full and just sum of thirteen hundred sixty two dollars and seventy five cents, (of which eleven hundred sixty two dollars and seventy five cents was loaned by the said John R. Benton to the said James Shriver, William Shriver and George E. Shriver for the purpose of paying the balance of the unpaid purchase money on the hereinafter described real estate, and of which two hundred dollars has been loaned direct, which said sum is to be due and payable three years from the date of these presents with interest on same at the rate of six percent per annum, payable semi annually.

AND WHEREAS, it was a condition precedent to said loan that the prompt payment of said principal sum and interest thereon should be secured and assured by the execution of these presents.

NOW THEREFOR THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said James Shriver, William Shriver, and George E. Shriver, do hereby grant and convey unto John R. Benton, his heirs and assigns, in fee simple, All that tract of land or farm known as "Hood's Point" of "The Wading Place" or by whatsoever other name or names the same may be called or known, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being situated on a branch of Eastern Bay, adjoining the land formerly owned by Dr. John R. Benton and the lands of others and containing forty three acres, three roods and twenty five perches of land, more or less, and being the same land which was conveyed unto James Shriver, William Shriver and George E. Shriver by William Leimbach by deed of even date herewith and recorded or intended to be recorded immediately preceeding these presents among the land record books for Queen Anne's County.

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

PROVIDED, that if the said James Shriver, William Shriver and George E. Shriver, their heirs, executors, administrators or assigns, shall well and truly pay to the said John R. Benton, his successors, executors, administrators or assigns, the aforesaid sum of thirteen hundred sixty two dollars and seventy five cents and the several instalments of interest to be paid thereon as above set forth as the said principal sum and the said instalments of interest shall respectfully fall due, 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 any of the covenants of this mortgage the said James Shriver, William Shriver and George E. Shriver, their heirs and assigns, shall possess said property.

AND the said James Shriver, William Shriver and George E. Shriver, their heirs, executors, administrators and assigns, hereby covenant to and with the mortgagee, his personal representatives or assigns, to pay, as they severally fall due the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said John R. Benton, his successors, executors, administrators or assigns, and to have the said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, John R. Benton, 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 monies owing hereunder or secured hereby shall be due and demandable and the said John R. Benton, his successors, executors, administrators or assigns, or EDWIN H. BROWN, JR., his or their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person or 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 monies owing hereunder or secured hereby or to be paid under the covenants hereof, whether the same shall have then matured or not; and third, the balance to James Shriver, William Shriver and George E. Shriver, or the person or persons then entitled to the same.

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

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage, and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said John R. Benton, his executors, administrators, successors or assigns, or EDWIN H. BROWN, JR., his or their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said James Shriver, William Whriver and George E. Shriver, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness their hands and seals.

Test:

Lida Hopkins.

James Shriver (SEAL)

William Shriver (SEAL)

George E. his x mark Shriver (SEAL)

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

I hereby certify that on this 9th. day of October in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, duly commissioned and qualified, personally appeared James Shriver, William Shriver and George E. Shriver, and did each acknowledge the aforegoing mortgage to be their respective act.

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.

43580

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

I hereby certify that on this 9th. day of October in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared John R. Benton and made oath in due form of law that the consideration stated in the aforegoing mortgage is 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.

Lida Hopkins
Notary Public.

Notary
Public
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 8, folios 462, etc., a Land Record Book for Queen Anne's County.

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

Seal's
Place.

B. HACKETT TURNER Clerk.

CERTIFIED COPY OF BOND
Filed Dec. 9th, 1930.

Queen Anne's County, to wit: Be it remembered that on the ninth day of December, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, John R. Benton, of Queen Anne's County, State of Maryland, as principal and Geo. R. & John C. Benton as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of thirty 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 or assigns jointly and severally, firmly by these presents, sealed with our seals and dated this ninth day of November, in the year nineteen hundred and thirty.

WHEREAS the above bounden John R. Benton, by virtue of the power contained in a mortgage from James Shriver, William Shriver and George E. Shriver to the said John R. Benton, bearing date the 9th. day of October, 1928, and recorded among the land record books for Queen Anne's County in Liber B. H. T. No. 8, folios 462 &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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden John R. Benton do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and ful-fill 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
Gordon Benton.

John R. Benton. (SEAL)
Geo. R. Benton. (SEAL)
John C. Benton. (SEAL)

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and bond filed Dec. 9th. 1930.

B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 116 a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 9th. day of December, in the year 1930.

B. HACKETT TURNER Clerk.

Seal's
Place.

REPORT OF SALE
Filed Dec. 16th, 1930.

John R. Benton, Mortgagee. VS James Shriver, William Shriver, and George E. Shriver, Mortgagors.		In the Circuit Court for Queen Anne's County, In Equity Cause No. 2848.

To the Honorable, the Judges of said Court:

The Report of Sale of John R. Benton, Mortgage, respectfully sets forth:-

First, That default having occured in the terms of the mortgage from James Shriver, William Shriver and George E. Shriver, all single, to John R. Benton dated the ninth day of October, in the year nineteen hundred and twenty eight and recorded in Liber B. H. T. No. 8 folio 462 &c., a Land Record Book for Queen Anne's County (a certified copy of this mortgage being filed in this cause and prayed to be taken as part of this report) by the non-payment of the interest on the said mortgage 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, December 16th, 1930, at one-thirty o'clock, P. M., and then and there proceeded to sell said mortgage real estate as follows to wit:- All that tract of land or farm known as "Hood's Point" or "The Wading Place" or by whatsoever other name or names the same may be called or known, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being situated on a branch of Eastern Bay adjoining the land formerly owned by Dr. John R. Benton and the lands of others and containing forty three acres, three roods and twenty five perches of land, more or less, and sold the same to John R. Benton,
he being then and there the highest bidder, at and for the sum of thirty one hundred dollars.

Third, In addition to the advertised terms of sale this property was sold with the understanding that the purchaser was to get possession of the property upon final ratification of sale by the Court; and that the purchaser is to pay the taxes for 1930 on this property.

And that the said John R. Benton, who is the purchaser and is also the mortgagee of the mortgage under which this property was sold has agreed to pay all the costs incident to said sale and has agreed to pay upon ratification of the sale, the amount of the purchase money, less the mortgage debt, interest and costs.

Your Petitioner files herewith a certified copy of the advertisement of the sale and prays same to be taken as a part of this Report.

Respectfully submitted,

JOHN R. BENTON
Mortgagee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 16th day of December, 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 John R. Benton, Mortgagee and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowl-

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edge 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.

STATEMENT OF MORTGAGE DEBT
Filed Dec. 16th, 1930.

STATEMENT OF MORTGAGE DEBT.

John R. Benton, Mortgagee.		In the Circuit Court
VS		for
		Queen Anne's County,
James Shriver, William Shriver and George E. Shriver, Mortgagors.		In Equity,
		Cause No. 2848.

James Shriver, William Shriver and George E. Schriver, Mortgagors.

TO John R. Benton, Mortgagee, DR.

To amount of principal debt in mortgage dated October 9, 1928 and recorded in Liber B. H. T. No. 8 folios 462 &c. a land record book for Queen Anne's County, to wit;	$1,362.75
Interest from October 9, 1928 to December 16th, 1920	178.52
	$1,541.27

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

I hereby certify that on this 16th day of December, 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 John R. Benton and made oath in due form of law that the matters and things set forth in the aforegoing Statement are true and just 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.

Notary
Public
Seal.

LIDA HOPKINS
Notary Public.

Filed Dec. 16th, 1930.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT
Filed Dec. 16th, 1930.

MORTGAGE SALE
of valuable

WATER FRONT
PROPERTY
In Queen Anne's County

Default having occurred in the terms of a mortgage from James Shriver, William Shriver and George E. Shriver to John R. Benton, dated the 9th day of October, 1928, and recorded in Liber B. H. T. No. 8 folio 462 &c., a land record book for Queen Anne's County, the undersigned, under the power of sale conferred on him by said mortgage will sell at public sale in front of the Court House Door in the town of Centreville, Queen Anne's County, Md., on TUESDAY, DEC. 16th, 1930 commenc-

ing at 1:30 o'clock P. M., the following valuable real estate, to wit:-

All that tract of land or farm known as "Hood's Point" or "The Wading Place" or by whatsoever other name or names the same may be called or known, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being situated on a branch of Eastern Bay adjoining the land formerly owned by Dr. John R. Benton and the lands of others and containing 43ACRES three roods and twenty-five perches of land, more or less.

This farm has the necessary buildings and is beautifully located on the water and will make anyone an attractive home or excellent gunning place.

TERMS OF SALE:-One-half of the purchase money will be required in cash on the day of sale and the balance in six months from day of sale with interest added, the deferred payment to be secured to the satisfaction of the undersigned or all the purchase money in cash on day of sale, at the option of the purchaser.

JOHN R. BENTON
Mortgagee.
EDWIN H. BROWN, JR.
Attorney.

THE CENTREVILLE RECORD

Centreville, Md., Dec. 15 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgage Sale in the case of John R. Benton, Mortgagee vs. James Shriver, William Shriver and George E. Shriver, Mortgagors a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 16th day of December in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

Filed Dec. 16-1930.

N I S I

John R. Benton, Mortgagee VS. James Shriver, William Shriver and George E. Shriver, Mortgagors.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY No. 2848.

ORDERED, This 16th day of December, A. D., 1930, that the sale of the real estate made and reported in this cause by John R. Benton, Mortgagee, 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 $3100.00.

B. HACKETT TURNER Clerk.

Filed Dec. 16th. 1930

CERTIFIED COPY OF ORDER NISI
Filed Feb. 23rd, 1931.

NISI

John R. Benton, Mortgagee

VS.

James Shriver, William Shriver
and George E. Shriver, Mortgagors.

In the Circuit Court for Queen Anne's County in Equity. Chancery No. 2848.

ORDERED, This 16th day of December, A. D., 1930, that the sale of the real estate made and reported in this cause by John R. Benton, Mortgagee, 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

H3850

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 $3,100.00.

B. HACKETT TURNER, Clerk.
True Copy,
Test: B. HACKETT TURNER, Clerk.
Filed Dec. 16th, 1930.

THE CENTREVILLE RECORD

Centreville, Md. Feb. 23, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of John R. Benton Mortgagee vs. James Shriver et al. # 2848 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 Dec. 18/30) before the 19 day of Jan in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

FINAL ORDER
Filed Feb. 24th, 1931.

John R. Benton, Mortgagee. VS. James Shriver, William Shriver and George Shriver, Mortgagors.	)	In the Circuit Court for Queen Anne's County, In Equity, Cause No. 2848.

ORDERED, this 23rd day of February, 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 sale made and reported by John R. Benton, Mortgagee in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceeding Order Nisi. The said Mortgagee is allowed the usual Trustee commission as provided in the mortgage and all expenses not personal.

LEWIN W. WICKES.

Filed February 24th, 1931.

PETITION OF WRIGHT & LOWE FOR
APPLICATION OF SURPLUS PROCEEDS
OF SALE TO JUNIOR LIENS.
Filed Mar. 6th, 1931.

JOHN R. BENTON, Mortgagee, vs. JAMES SHRIVER, WILLIAM SHRIVER and GEORGE E. SHRIVER, Mortgagors.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2848.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Walter T. Wright and Robert E. C. Lowe, formerly trading as Wright & Lowe, who petition for themselves as well as all other junior lienors, unto your Honors, respectfully sets forth:

1. That by virtue of the power of sale contained in the mortgage from James Shriver, William Shriver and George E. Shriver, to John R. Benton, bearing date the 9th day of October, 1928, and recorded in Liber B. H. T. No. 8, folios 462, etc., a land record book for Queen Anne's County, Maryland, a certified copy of which said mortgage is filed in this cause, the said John R. Benton, as Mort-

gagee, sold the real estate described in said mortgage and in the proceedings in this cause, at and for the sum of Thirty One Hundred Dollars ($3,100.00), as will appear from the Report of Sale filed in this cause.

2. That the proceeds arising from the said sale are more than sufficient to pay the mortgage debt and interest secured by and owing under said mortgage and all the costs, fees, commissions and expenses incident to the said sale and provided for by said mortgage.

3. That your Petitioners are the first junior lienor of the said James Shriver and George Shriver, being the judgment creditor in the judgment of your said Petitioners against the said James Shriver and George Shriver, bearing date the 15th day of June, 1927, and being of record in the Circuit Court for Queen Anne's County as No. 26 Appearances May Term, 1927, a short copy of which said judgment, marked "Exhibit No. 1", is filed herewith as a part hereof; that the amount of said judgment is the sum of Sixty Seven Dollars and Thirty Seven Cents ($67.37), with interest from its date, and costs of Nine Dollars and Five Cents ($9.05); that no part of the said judgment has ever been paid, except the sum of Ten Dollars ($10.00) which was paid on or about the said 15th day of June, 1927, nor have the costs or any interest on said judgment ever been paid since its date; and that there is now due and owing to your Petitioners under said judgment the sum of Fifty Seven Dollars and Thirty Seven Cents ($57.37), with interest from the said 15th day of June, 1927, and costs of Nine Dollars and Five Cents ($9.05).

4. That the said judgment of your Petitioners, being subject to the prior lien and operation of said mortgage of John R. Benton, (which said mortgage was in part a purchase money mortgage), under which the said sale of said real estate was made, is second or junior in lien to that of said mortgage of John R. Benton, and is the next lien upon said real estate after the lien of the said mortgage of John R. Benton; and that your Petitioners are advised that they are entitled to have enough of the surplus proceeds of said sale, remaining after the payment ofthe mortgage debt, interest and costs provided for by said mortgage, applied to the payment in full of their said judgment, the interest thereon as aforesaid, and the said costs.

5. That the said James Shriver and William Shriver now reside in Anne Arundel County, State of Maryland.

Your Petitioners, therefore, respectfully pray:

(1) That enough of the said surplus proceeds of said sale, remaining after the payment of the said mortgage debt, interest and costs provided for by said mortgage, may be applied to the payment in full of their said judgment, the interest due thereon and the said costs, and that in the Report and Account of the Auditor distributing the same, to be filed in this cause, enough of the said surplus proceeds of said sale may be awarded and distributed to your Petitioners to fully pay their said judgment, the interest due thereon and the costs.

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

And as in duty bound, etc.,

WRIGHT AND LOWE

by ROBERT E. C. LOWE
A member of the partnership formerly trading as Wright and Lowe.

HARPER & HORNEY
Attorneys for Petitioners.

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

I HEREBY CERTIFY that on this 6th day of March, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Robert E. C. Lowe, a member of the partnership formerly trading as Wright and Lowe, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

Filed March 6th, 1931.

B. HACKETT TURNER
Clerk.

EXHIBIT NO.1.
Filed March 6th, 1931.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

H&H Walter T. Wright and R. E. C. Lowe, Co. Partners, late trading as Wright and Lowe.

H3580

vs.

James Schriver and
George Schriver.

Fifa to July Term 1927, No. 20

Clerk $2.65
" 1.40
Apprs. 5.00

No. 26 Apprs. May TERM 1927.

Filed June 15th, 1927. Order to Docket suit, Narr and Note with power to enter judgment by confession &c.,
June 15th, 1927. Judgment entered by confession by the Defendants in favor of the Plaintiffs for the sum of Sixty Seven Dollars and thirty seven cents ($67.37) with interest from date hereof, until paid, and costs of suit with all exemptions waived.

Filed July 11th, 1930. Order to enter the apprs. of Harper and Horney fr Plaintiff and strike out apprs. of E. H. Brown, Jr.

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 6th day of March in the year of our Lord one thousand nine hundred and thirty.

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

Seal's
Place.

ORDER OF COURT
Filed Mar. 24th, 1931.

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED, this 23rd day of March, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the proceedings in the above cause be and they are hereby referred to Madison Brown, the Auditor of this Court, and that the said Madison Brown, Auditor as aforesaid, be and he is hereby directed to give notice, by the publication thereof in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks, to all judgment creditors, lienors and assignees of the said James Shriver, William Shriver and George E. Shriver and all persons claiming an interest in the quity of redemption of the James Shriver, William Shriver and George E. Shriver in the real estate sold under the proceedings in the above entitled cause, to file their claims, with the vouchers thereof, with him on or before a certain day to be named by him in said notice, which said day shall be sixty days from the date of the first publication of said notice; and it is further ordered that the said Madison Brown, Auditor as aforesaid, be and he is hereby authorized to take such testimony as he may find necessary to establish said claims, and to state and return to this Court an Audit, in which said audit the surplus proceeds of the sale made and reported in this cause shall be distributed to said claimants as their right may appear.

Filed March 24th, 1931. THOMAS J. KEATING

REPORT OF AUDITOR SHOWING NOTICE TO
JUDGMENT CREDITORS GIVEN AND SUGGESTING
NECESSITY OF APPOINTMENT OF SPECIAL AUDITOR.
Filed May 26th, 1931.

In the Circuit Court for Queen Anne's County, to wit:

John R. Benton, mortgagee, ...
vs.
James Schriver, William Schriver
George E. Schriver, mortgagors.

Cause No. 2848.

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 by the order of this Honorable Court passed in this cause March 23, 1931, on the petition of Wright and Lowe the proceedings of the above entitled cause were referred to this auditor with directions to give the notice to creditors fully set forth in said order and then to state and return to this court an audit distributing the proceeds of the sale of this cause to the persons entitled to receive the same.

That your auditor gave by advertisement in the Centreville Record the notice to creditors required of him by said order of court as will appear by reference to a copy of said notice duly certified as to publication by The Centreville Record Publishing Company, the publishers of said paper, but he has stated no audit whatever in the cause; that no claims have been filed with the auditor but some have been filed under the notice with the Clerk of the Court.
That your auditor represents a judgment creditor of the mortgagors and will file a judgment claim in this cause for distribution of proceeds and is therefore disqualified from stating the audit between the proceeds of sale and the party making the sale as well as the audit distributing the surplus mortgage sale among the creditors and he makes this report to the court to report the giving of the notice mentioned and in order that an auditor may be appointed in his place to make the audits of the cause.

Which is respectfully submitted.

MADISON BROWN
Auditor.

Filed May 26th, 1931.

CERTIFICATE OF PUBLICATION OF
NOTICE TO CREDITORS.
Filed May 26th, 1931.

NOTICE TO CREDITORS

John R. Benton, Mortgagee
VS.
James Shriver, William
Shriver and George E.
Shriver, Mortgagors.

In the Circuit Court for Queen Anne's County. Cause No. 2848.

Pursuant to the order of the above named Court, passed in the above cause, notice is hereby given to all judgmen_ creditors, lienors and assignees, of James Shriver, William Shriver and George E. Shriver and all persons claiming an interest in the equity of redemption of the said James Shriver, William Shriver and George E. Shriver in the real estate sold under the proceeding in the above cause, to file their claims, with the vouchers thereof, with the undersigned, on or before the 27th day of May, 1931; otherwise they will be excluded from participation in the distribution of the said equity of redemption.

MADISON BROWN
Auditor.

Mar. 26-3t.

THE CENTREVILLE RECORD

Centreville, Md., May 25 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the auditor of notice to creditors in the case of John R. Benton Mgt vs. James Shriver et al cause No. 2848 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for three successive weeks the 1st insertion being on the 26 day of March in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

Filed May 26th, 1931.

ORDER OF COURT
Filed June 15th, 1931.

H3580

Cause No. 2848.

The aforegoing report of Madison Brown, auditor, has been read and considered.

It is thereupon, on this 26th day of May, 1931, ordered by the Circuit Court of Queen Anne's County, in Equity, and by the authority of said Court that the proceedings of the above entitled cause be and they are hereby referred to John Palmer Smith as special auditor with instructions to state and return to this court an audit between the proceeds of the sale of this cause and the vendor of the cause and distributing the surplus mortgage sale among those judgment creditors, lienors and assignees of the mortgagors filing claims under the notice to creditors heretofore given and among those persons who shall file claims under said notice against the equity of redemption of the said mortgagors in the land sold in this cause according to their several and respective rights under said claims; the said John Palmer Smith as special auditor is hereby given the authority to take such testimony as he may find necessary to establish any claim filed for distribution in this cause.

THOMAS J. KEATING

Filed June 15th, 1931.

AMENDED STATEMENT OF DEBT
Filed June 15th, 1931.

AMENDED STATEMENT OF DEBT

Amount of debt brought forward	$1,541.27
To this add Commissions to Edwin H. Brown, Jr. Attorney at Law, in whose hands said mortgage had been plced for collection prior to day of sale, to wit:	77.06
	$1,618.33

State of Maryland,

Queen Anne's County, To wit:

I hereby certify that on this 15th day of June, in the year nineteen hundred and thirty one, 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 aforegoing Amended 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.

REPORT AND ACCOUNT OF THE AUDITOR
Filed June 16th, 1931.

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

John R. Benton,
Mortgagee,

vs.

Chancery Cause No. 2848.

James Schriver,
William Schriver
George E. Schriver,
Mortgagors.

To the Honorable, the Judges of said Court:-

The Report of John Palmer Smith, Special Auditor, unto your Honors respectfully sets forth:

That the papers and proceedings of the above entitled cause were referred to him as special auditor by the Order of this Court of May 26th, 1931, and pursuant thereto he has stated the within account, having first qualified, as such auditor by taking before the Clerk of the Court the required oath.

That it appears from the examination of said proceedings that the same have been had for the collection of a mortgage debt under a mortgage given by three mortgagors, to wit, James Schriver, William Schriver and George E. Schriver, who, it appears, owned at the time of the execution of the mortgage and at the time of the sale equal undivided interests and estates in the mortgaged land as tenants in common.

That it appears from the proceedings that the proceeds of the sale amounted to more than enough to pay the mortgage debt and costs of the sale by the sum of One Thousand one hundred and sixty-seven dollars and seventeen cents ($1167.17), so that each one of the mortgagors is entitled (subject to the liens against them following the mortgage) to one-third of said sum.

That it appears from the proceedings, pursuant to the notice to lien creditors to file their claims against the mortgagors heretofore given in the cause, six claims in the nature of judgments obtained at different dates and entitled to payment according to the priority of their dates, have been filed and your auditor on pages, 5, 6 & 7 of the within account has stated or made a statement of these judgment claims, which statement shows the dates of the judgments, the holders thereof and the amount due by each and the liability of each judgment defendant for the payment of the same, for the defendants are not the same in each claim.

That in the within account your auditor has first charged John R. Benton, the party making the sale of the cause, with the gross amount of the sale made by him and then thereout allowed unto him his commissions for making the sale, per terms of the mortgage, the costs of the sale and the mortgage claim of the said John R. Benton due on the day of the sale (per amended statement of mortgage debt filed) in full ascertaining the net amount of One Thousand one hundred and sixty-seven dollars and seventeen cents ($1167.17) mentioned above of which the share of William Schriver is $389.06, the share of James Schriver $389.05 and the share of George E. Schriver $389.06, and by the within account these shares are distributed to the judgment creditors of these parties as hereinafter set forth by the auditor stating a separate account for the distribution of each share.

That on page 2 of the audit is distributed the share of William Schriver, whose share is applied by the account to the claims of his judgment creditors.

That on page 3 of the audit is distributed the share of James Schriver, whose share is applied by the account to the claims of his judgment creditors.

That on page 4 of the audit is distributed the share of George E. Schriver, whose share is applied by the account to the claims of his judgment creditors.

Respectfully submitted.

June 16th, 1931.

JOHN PALMER SMITH
Special Auditor.

The proceeds of the sale of the real estate of James Schriver, William Schriver, George E. Schriver, Mortgagors, sold in the proceedings of the above entitled cause in account with John R. Benton, Mortgagee making said sale under the power and authority conferred upon him under the terms of the mortgage, copy of which is filed in the above entitled cause.

Cr.

Dec. 16, 1930:-
By amount of the groass sale of this cause per the report of sale filed December 16th, 1930, the sum of $3100.00

Dr.

December 16, 1930:-

To John R. Benton, Mortgagee, for his commissions for making sale sale, per terms of mortgage, to with, the sum of		$ 169.00
To do., for the costs of advertising in the Centreville Record per bill exhibited....	$ 36.00	
Nisi Order of Sale	$ 5.00	
Notice to Creditors.....	$ 9.00	
Nisi Order Audit/.....	$ 3.00	53.00
To., for the amount paid J. Elmer Anthony for crying as Auctioneer said sale, per his bill exhibited, the sum of		30.00
To., for the Court costs of this cause, per statement of costs of Clerk of the Court, to wit:-		
Costs of B.H. Turner, Clerk.....	$ 23.00	
Appr. fee Edwin H. Brown, Jr. Atty-.....	$ 10.00	33.00
To do., for taxes for year 1931 due on property, as per bill exhibited		16.00

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To John Palmer Smith, Special Auditor, for stating this account, the sum of 13.50

To total expenses of sale.....$ 314.50

To John R. Benton, Mortgagee, in full payment of the amount due him on day of sale under his said mortgage per amended statement of mortgage debt filed .....$ 1618.33

To balance carried down as net mortgage sales..$ 1167.17

$ 3100.00 $3100.00

Cr.

By net mortgage sale brought down.....$1167.17

Dr.

To William Schriver, subject to his judgment creditors 1/3 of said balance.....$ 389.06
To James Schriver, subject to his judgment creditors 1/3 of said balance.....$ 389.05
To George Schriver, subject to his judgment creditors 1/3 of said balance.....$ 389.06

$1167.17 $1167.17

Distribution of the Share of William Schriver:-

The net proceeds of the sale of the share of William Schriver, one of the mortgagors in account with the said John R. Benton, Mortgagee and Vendor.

1930. Cr.
Dec. 16. By the net share of William Schriver brought down.....$ 389.06

Dr.

To William E. Denney and William E. Denney, Junior, co-partners trading as William E. Denny and Son, in payment of one-half of their judgment claim of June 21st, 1929, per statement of claims filed, to wit, the sum of.....$ 99.92

To William E. Denney and William E. Denney, Junior, co-parnters trading as William E. Denny & Son, in payment of of one-half of their judgment claim of June 21st, 1929, per statement of claims filed, to wit, the sum of .....$ 69.31

To Walter T. Price, in payment of one-half of his judgment claim of June 1st, 1929, filed upon records of the Clerk of the Circuit Court for Queen Anne's County, on October 29th., 1929, per statement of claims filed, to wit, the sum of .....$ 46.23

To E. S. Adkins & Company, in payment of one-third of thier judgment claim of December 13, 1929, per statement of claims filed, to wit, the sum of .....$ 32.03

To John R. Benton on account of one-third of his judgment claim of February 26, 1930, per statement of claims filed, to wit, the sum of.....$ 141.57

$ 389.06 $ 389.06

Distribution of the share of James Schriver:-

The net proceeds of the sale of the share of James Schriver, one of the mortgagors in account with the said John R. Benton, Mortgagee, and Vendor.

CR.

1930.
Dec. 16. By the net share of James Schriver brought down..... $ 389.05

Dr.

To Walter T. Wright and R. E. C. Lowe, co-partners late trading as Wright & Lowe, in payment of one-half of their judgment claim of June 15th, 1927, as per state of claims filed, to wit, the sum of,.....$ 40.00

To William E. Denney and William E. Denney, Junior, co-partners trading as William E. Denney and Son, in payment of one-half of their judgment claim of June 21st, 1929, as per statement of claims filed, to wit, the sum of.....	$ 99.91
To William E. Denney and William E. Denney, Junior, co-partners trading as William E. Denney and Son, in payment of one-half of their judgment claim of June 21st, 1929, as per statement of claims filed, to wit, the sum of	$ 69.31
To Walter T. Price, in payment of one-half of his judgment claim of June 1st, 1929, filed upon records of the Clerk of the Circuit Court for Queen Anne's County, on October 29th, 1929, as per statement of claims filed, to wit, the sum of	$ 46.23
To E. S. Adkins & Company, in payment of one-third of their judgment claim of December 13, 1929, as per statement of claims filed, to wit, the sum of.....	$ 32.03
To John R. Benton on account of one-third of his judgment claim of February 26, 1930, as per statement of claims filed, to wit, the sum of.....	$ 101.57
	$ 389.05 $ 389.05

Distribution of the Share of
George Schriver:-
The net proceeds of the sale of the share of George Schriver, one of the mortgagors in account with the said John R. Benton, Mortgagee and Vendor.

Cr.

1930. Dec. 16.	By the net share of George Schriver brought down.....	$ 389.06

Dr.

To Walter T. Wright and R. E. C. Lowe, co-partners late trading as Wright & Lowe, in payment of one-half of their judgment claim of June 15th, 1927, as per statement of claims filed, to wit, the sum of	$ 40.01	
To E. S. Adkins & Company, in payment of 1/3 of their judgment claim of December 13th, 1929, as per statement of claims filed, to wit, the sum of	$ 32.04	
To John R. Benton on account one-third of his judgment claim of February 26, 1930, as per statement of claims filed, to wit, the sum of....	$317.01	
	$389.06	$ 389.06

Cause No. 2848.

Statement of the judgment claims filed in this Cause against the equity of redemption or net mortgage sale of the above entitled cause:-
Interest is brought on each judgment claim to May 27th, 1931.

Walter T. Wright and R. E. C. Lowe, co-partners, late trading as Wright & Lowe,
vs.
James Schriver, George Schriver

No. 26 Apprs. May Term, 1927.
Filed June 15th, 1927.
Amount of judgment $ 67.37
Interest from June 15, 1927, with costs of suit and all exemptions waived.

Balance due on judgment.....		$ 57.37
Interest from June 15, 1927, to May 27th, 1931.....		$ 13.59
Costs:-		
Clerk.....	$ 2.65	
fif. fa.....	$ 1.40	
Appr. fee.....	$ 5.00	9.05
		$ 80.01
1/2 of this judgment due by James Schriver.....	$40.00	
1/2 of this judgment due by George Schriver.....	$40.01	
	$80.01	$ 80.01

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William E. Denny and William E. Denny, Junior, co-partners trading as William E. Denney and Son, vs.

William Schriver, and James Schriver, jointly and severally.

No. 26 Appr. May Term, 1929.
Filed June 21st, 1929.
Amount of judgment $170.87
Interest from June 21, 1929, with costs of suit and all exemptions waived.

Amount of judgment		$ 170.87
Interest from June 21, 1929, to May 27th, 1931		$ 19.81
Costs:		
Appr. fee	$ 5.00	
Clerk's costs	$ 2.75	
Fi. fa. costs	$ 1.40	9.15
		$ 199.83
1/2 of this judgment due by William Schriver	$ 99.92	
1/2 of this judgment due by James Schriver	$ 99.91	
	$199.83	$ 199.83

Cause No. 2848.

William E. Denney and William E. Denny, Junior, co-partners trading as William E. Denny and Son,
vs.
William Schriver and James Schriver, jointly and severally,

No. 27 Apprs. May Term 1929.
Filed June 21st, 1929.
Amount of judgment of $116.02
Interest from June 21st, 1929, with costs of suit and with all exemptions waived.

Amount of judgment		$ 116.02
Interest from June 21, 1929, to May 27th, 1931		$ 13.45
Costs:-		
Appr. fee	$ 5.00	
Clerk's costs	$ 2.75	
Fi. fa. costs	$ 1.40	9.15
		$ 138.62
1/2 of this judgment due by William Schriver	$ 69.31	
1/2 of this judgment due by James Schriver	$ 69.31	
	$138.62	$ 138.62

Walter F. Price,
vs. Plaintiff.
James Shriver,
William Shriver,
Henry Shriver,
Ida Shriver,
Defendants.

Date of Jumdnget..Oct. 29, 1929.
Amount of judgment..$ 83.33
Interest from October 29, 1929, with costs of suit and with all exemptions waived.
Judgment entered before E. M. Forman, Justice of the Peace.
Copy filed with Clerk of the Circuit Court for Queen Anne's County on October 29th, 1929.

Amount of judgment	$ 83.33
Interest from Oct. 29, 1929, to May 27, 1931	$ 7.87
Costs	$ 1.25
	$ 92.45
1/2 of this judgment due by James Shriver	$ 46.22
1/2 of this judgment due by William Shriver/	$ 46.23
	$ 92.45

Cause No. 2848

E. S. Adkins & Company,
a body corporate,
vs.
James Shriver,
George Shriver,
William Shriver,

No. 30 Appr. Nov. Term, 1929.
Filed Dec. 13, 1929.
Amount of judgment....$ 81.28
Interest from Dec. 13, 1929, with costs of suit and will all exemptions waived.

Amount of judgment		$ 81.28
Interest from Dec. 13, 1929, to May 27, 1931		$ 7.07
Costs:-		
Clerk's costs	$ 2.75	
Appr. fee	$ 5.00	7.75
		$ 96.10
1/3 of this judgment due by William Shriver,	$ 32.03	
1/3 of this judgment due by James Shriver,	$ 32.04	
1/3 of this judgment due by George Shriver	$ 32.03	
	$ 96.10	$ 96.10

John R. Benton
vs.
James Shriver,
William Shriver,
George E. Shriver.

No. 24 Apr. January Term, 1931.
Filed Feb. 26, 1930.
Amount of judgment....$ 1236.13
Interest from Feb. 26, 1930, with costs of suit and will all exemptions waived.

Amount of judgment.....		$ 1236.13
Interest from Feb. 26, 1930, to May 27, 1931.....		$ 92.70
Costs:-		
Clerk's costs.....	$2.75	
Appr. fee.....	$5.00	7.75
		$ 1336.58

Applicable to this claim:

Net share of William Schriver..	$141.57	
Net share of James Schriver....	$101.57	
Net share of George E. Schriver	$317.91	560.15
		$ 776.43

Balance due John R. Benton with interest from 5/27/31/..

June 16, 1931.

JOHN PALMER SMITH
Special Auditor.

CERTIFIED COPIES OF JUDGMENTS
Filed June 16th, 1931.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Walter T. Wright and R. E. C. Lowe Co. Partners, late trading as Wright and Lowe
vs
H&H James Schriver and George Schriver

Fifa to July Term 1927, No. 20
Clerk $2.65
" 1.40
Apprs. 5.60

No. 26 Apprs. May Term 1927
Filed June 15th, 1927 Order to docket suit, Narr and Note with power to enter judgment by confession &c.,
June 15th, 1927. Judgment entered by confession by the Defendants in favor of the Plaintiffs for the sum of Sixty Seven Dollars and thirty seven cents ($67.37) with interest from date hereof, until paid, and costs of suit with all exemptions waived.

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 Quen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entires 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 6th day of March in the year of our Lord one thousand nine hundred and thirty.

Seal's
Place.

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

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND
TJK Jr.
William E. Denny and William E. Denny, Junior, co-partners trading as William E. Denny and Son.
26 vs.
William Shriver and James Shriver, jointly and severally.
Fifa to July Term, 1929, No.11.

No. 26 Apprs. May Term 1929
Filed June 21st. 1929 Order to docket suit, narr and note with power to enter judgment by confession &c.
June 21st. 1929 Judgment entered by confession by the Defendants in favor of the Plaintiffs for the sum of One Hundred seventy dollars and eighty seven cents ($170.87) with interest from date hereof until paid, and costs of suit, with all exemptions waived.

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 31st. day of March, in the year of our Lord one thousand nine hundred and 31.

Seal's
Place.

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

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCT:
I HEREBY CERTIFY that on this 10th day of April, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court of Queen Anne's County, personally appeared Thomas J. Keating Jr., Atty, and made oath in due

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form of law that no part of the money intended to be secured by the annexed cer. copy of Judgt. has been received, or any security or satisfaction given for the same, except what (if any) is credited, to the best of his knowledge and belief.

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

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

TJK Jr. 27 William E. Denny and William E. Denny, Junior, co-partners trading as William E. Denny and Son. vs. William Shriver and James Shriver, jointly and severally.

) No. 27 Apprs. May Term 1929) Filed June 21st. 1929) Order to docket suit) Narr and note with) power to enter judgment by confession &c.

June 21st. 1929 Judgment entered by confession by the defendants in favor of the Plaintiffs for the sum of One hundred sixteen dollars and two cents ($116.02) with interest from date hereof until paid and costs of suit with all exemptions waived.

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 31st. day of March in the year of our Lord one thousand nine hundred and 31.

Seal's Place.

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

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

I HEREBY CERTIFY that on this 10th day of April, in the year nineteen hundred and thirty one, before me, thesubscriber, the Clerk of the Circuit Court of Queen Anne's County, personally appeared Thomas J. Keating, Jr. Atty, and made oath in due form of law that no part of the money intended to be secured by the annexed cr. copy of judgt. has been received, or any security or satisfaction given for the same, except what (if any) is credited, to the best of his knowledge and belief.

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

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Civil Docket #3 Case #848

Walter F. Price Plaintiff vs. James Shriver, William Shriver, Henry Shriver, Ida Shriver Defendants.

)Copy of Judgment filed October 29th, 1929.)Action on a promissory note bearing date)June 1st 1929 and payable four months after)date to the order of the Plaintiff and)signed by defendants, said note containing)written authority to enter judgment by con-)fession at any time after maturity for the)amount due thereunder with 5% commissions and all costs, with all exemptions waived.

October 29th 1929. By authority contained in said note judgment entered by confession in favor of the Plaintiff and against the Defendants for Debt $83.33 with interest from date until paid and cost $1.25 Transcript .25 with all exemptions waived.

E. M. Forman J. P.

I hereby certify that the above is a true copy and was taken from my docket this 29th day of October, 1929. E. M. Forman J. P.

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

I hereby certify that the above is a true short copy of the original Judgment recorded Liber B.H.T. No. 1 fol. 12, a J. P. Judgt. Record 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 31st day of March in the year of our Lord one thousand nine hundred and 31.

Seal's Place.

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

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

I HEREBY CERTIFY that on this 31st day of March, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court of Queen Anne's County, personally appeared Walter F. Price, and made oath in due form of law that no part of the money intended to be secured by the annexed cer. copy of Judgt. has been received, or any security or satisfaction given for the same, except what (if any) is credited, to the best of his knowledge and belief.

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

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

HBWM E. S. Adkins and Company
a body corporate,
vs.
30 James Shriver
George Shriver
William Shriver
Clerk $2.75
Apprs. 5.00

) No. 30 Apprs. Nov. Term 1929
) Filed December 13th. 1929 Order to docket
) suit, narr and note with power to enter
) judgment by confession &c.
) December 13th. 1929. Judgment entered by
) confession by the defendants in favor of
) the Plaintiff for the sum of eighty one dol-
) lars and twenty eight cents ($81.28) with
) interest from date hereof until paid and
) costs of suit, with all exemptions waived.

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

I hereby certify that the above is a true 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 7th. day of April, in the year of our Lord one thousand nine hundred and thirty one.

Seal's
Place.

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

James Shriver, George Shriver, William Shriver
to E. S. Adkins and Company, a body corporate, Dr.

To amount of judgment rendered Dec. 13, 1929,	$81.28
Interest from Dec. 13, 1929,	
Costs of suit	7.75

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

I hereby certify that on this 14th day of April, 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Samuel F. M. Adkins, Assistant General Manager of E. S. Adkins and Company, a body corporate, and made oath that the within and aforegoing statement of claim was correct and true as stated and that it has not received any payment of it or any part of it or any security for the same, except the judgment as stated.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary
Public
Seal.

W. L. HOLTON JR.
NOTARY PUBLIC.
Commission expires May 4th, 1931.

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

M. Brown John R. Benton
vs.
Apprs. 5.00
24 Clerk 2.75
James Shriver
William Shriver
George E. Shriver

) No. 24 Appr.s Jany Term 1930.
) Filed February 26th, 1930. Order to
) docket suit Narr and note with power
) to enter judgment by confession
) February 26th, 1930. Judgment entered
) by confession by the Defendants in favor
) of the Plaintff for the sum of Twelve
) Hundred thirty six dollars and thirteen
) cents ($1236.13) with interest from date
) hereof until paid and costs of suit with
) all exemptions waived.

NO CREDITS.

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 16th day of May, in the year of our Lord one thousand nine hundred and 31.

Seal's
Place.

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

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

I hereby certify that on this Second day of June in the year nineteen hundred and thirty 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 Doctor John R. Benton and he did make oath in due form of law that he has not received any part of the sum for which the judgment above described was obtained except such part thereof as is credited, to the best of his knowledge and belief.

Sworn before

E. M. Forman
Justice of the Peace.

NISI RATIFICATION OF AUDIT.

John R. Benton, mortgagee
Vs.
James Shcriver, William Schriver, George E. Schriver
Mortgagors.

) IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S COUNTY
) IN EQUITY
) Case No. 2848.

ORDERED, This 16th. day of June, 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 selventh day of July, 1931; provided a copy of this order be published once a week in each of to successive weeks before the 3rd. day of July, 1931 in some newspaper printed and published in Queen Anne's County.

Filed June 16th. 1931.

B. HACKETT TURNER Clerk

Carried forward to Page 201

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CHANCERY CAUSE NO. 2826/

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

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

Charles D. Murphy, junior, and
Louise A. Murphy, infants,
by Elva B. Smith, their next friend,
and the said Elva B. Smith in her own right,
versus
S. Lawrence Morris,
Gordon Smith,
Nora Morris and
The Centreville National Bank of Maryland.

To the Honorable, the Judges of said Court:

Your Orators, complaining, say:

1. That one Oliver C. Jones, by deed dated July 12, 1923, and recorded in Liber B.H.T. No. 2, a land record book of said county, on folio 124, did convey subject to the mortgage therein mentioned and hereinafter described a tract of land called "Corsica" or "The Deeming Farm", situate in Corsica Neck in the Third Election District of Queen Anne's County aforesaid, adjoining the farm called "Headlong Hall", and containing 251.64 acres of land, more or less, unto Thomas J. Keating, Charles D. Murphy and the said S. Lawrence Morris as tenants in common in the following proportions, to wit:
unto the said Thomas J. Keating one undivided fourth part thereof subject to the payment of one fourth of the amount then due by said mortgage;
unto the said Charles D. Murphy, one undivided fourth part of said land subject to the payment of one fourth of the amount then due by said mortgage;
unto the said S. Lawrence Morris, one undivided half part of said land, subject to the payment of one half of the amount then due by said mortgage;
a copy of said deed, marked "Exhibit No. 1" is filed herewith as part thereof.

2. That said mortgage bears date July 15, 1922, and is of record in Liber J. F. R. No. 9, a land record book of said county, on folio 172, and was given by said S. Lawrence Morris to The Centreville National Bank of Maryland, a corporation, to secure the payment of the promissory note therein described and all renewals thereof which might be made; that after the deed above mentioned was made the said Thomas J. Keating, Charles D. Murphy and S. Lawrence Morris became joint makers of the mortgage notes made after the delivery of said deed.
A copy of said mortgage marked "Exhibit No. 2" is filed herewith as a part hereof.

3. That on or about May 19, 1928, by a deed of that date, said Thomas J. Keating, Charles D. Murphy and S. Lawrence Morris conveyed unto one Margaret G. Ashley, a certain part of said land containing 5.75 acres of land, more or less, after which there was left unto the said grantors 245.89 acres, more or less, of the original tract, and this part of the original tract of said land so left unto ~~the~~ them and containing 245.89 acres, more or less, will be hereinafter referred to by the name of "Corsica" and will be the land meant when in this bill the land or farm Corsica is referred to.

4. That by a deed dated June 16, 1928, and recorded in Liber B. H. T. No. 9, a land record book of said county, on fol. 287, the said Thomas J. Keating conveyed unto the said S. Lawrence Morris the one undivided fourth part of him, the said Thomas J. Keating, in the said tract of land called "Corsica"; that said deed was made with the understanding that the said S. Lawrence Morris should assume the payment of the said Thomas J. Keating's part of said mortgage; that the latter did assume the payment of the said Thomas J. Keating's part of said mortgage and a release from him to the said Thomas J. Keating by which the said Thomas J. Keating is released of liability to pay a part of said mortgage was made and delivered and has been duly recorded among the land record books of said county;
that upon delivery of said deed from the said Thomas J. Keating to the said S. Lawrence Morris above mentioned the latter became seized and possessed of three undivided fourth parts of the said land called "Corsica" subject to the payment of three fourths of the debt due by the mortgage above mentioned. A certified copy of deed mentioned above marked Exhibit 3 is filed herewith as part hereof.

5. That the said Charles D. Murphy departed this life sometime in the month of July, 1928, in Kent County, in the State of Delaware, intestate, leaving as only heirs at law your oratrix, Elva B. Smith, then Elva B. Murphy, his wife, and your orators, said Charles D. Murphy, junior, and said Louise A. Murphy, his children, both of whom are infants under the age of twenty one years.

6. That your oratrix, the said Elva B. Smith, formerly Elva B. Murphy, the widow of the said Charles D. Murphy, has since the death of the said Charles D. Murphy married the said Gordon Smith.

7. That the said Charles D. Murphy at the time of his death as aforesaid was seized and possessed subject to the payment of one fourth of the indebtedness due by said mortgage on one undivided fourth part of said land and said undivided one fourth part of said land descended upon his death subject to said mortgage indebtedness unto his heirs at law named above.

8. That at this time your oratrix, the said Elva B. Smith, and the said Charles D. Murphy, junior, and the said Louise A. Murphy, and the said S. Lawrence Morris are seized and

possessed as tenants in common subject to said mortgage of the tract of land called "Corsica" as aforesaid, in the following proportions, to wit:

(1) Your oratrix, the said Elva B. Smith, to the extent of one undivided twelfth part thereof;

(2) your oratrix, the said Charles D. Murphy, junior, to the extent of one undivided twelfth part thereof;

(3) your oratrix, the said Louise A. Murphy, to the extent of one undivided twelfth part thereof;

(4) the defendant, S. Lawrence Morris, to the extent of three undivided fourth parts thereof.

9. That your complainants have been advised that there is now owing unto the said bank under its said mortgage the sum of $10,300.10 including interest to the fifteenth day of July, 1930.

10. That the real estate called "Corsica" as aforesaid cannot be divided without loss or injury to the parties interested therein and owning the same as above sey forth and your orators are advised that they are entitled to have said real estate sold under a decree of this Court and a division of the money arising from such sale had among the parties entitled thereto according to their respective rights after provisions by the court out of the proceeds of the sale for the protection of the rights of the holder of said mortgage.

11. That your oratrix, the said Elva B. Smith, acting for and on behalf of herself and acting for and on behalf of both the said Charles D. Murphy, junior, and the said Louise A. Murphy, the above named infants, and the said S. Lawrence Morris, acting for himself, have sold unto the said Nora Morris, and the said Nora Morris has purchased of them, under a contract entered into between the said vendors and the said purchaser, all that tract of land hereinbefore called "Corsica" at and for the sum of $37,100.10, the terms of said sale being as follows, to wit:

a That of said purchase money the said Nora Morris shall pay to the said Centreville National Bank of Maryland $10,300.10, in settlement of its mortgage claims.

b That of said purchase money the said Nora Morris shall pay unto the said Elva B. Smith, Charles D. Murphy, junior, and the said Louise A. Murphy the sum of $6,700.00, to be equally divided between them as their part of said purchase money.

c That of said purchase money the said Nora Morris shall pay unto the said S. Lawrence Morris the sum of $20,100.00 as his part of said purchase money.

d That the payments to be made by the said Nora Morris as above set forth shall be made by her as soon as she can obtain the legal title to said land so sold unto her under these proceedings.

e That any interest which may become due to said bank under said mortgage after July 15, 1930, shall be paid by the said Nora Morris to the relief of the said Elva B. Smith, Charles D. Murphy, junior, the said Louise A. Murphy and S. Lawrence Morris so that the sums of money to be paid to them as aforesaid shall not be reduced or diminished by any further interest whatsoever.

f That all legal proceedings which are necessary in order that the said Nora Morris may become vested with the legal title to said land shall be undertaken by the attorney of the said Nora Morris in the names of the said Elva B. Smith, Charles D. Murphy, junior, and Murphy against the said S. Lawrence Morris, Gordon Smith, Nora Morris and The Centreville National Bank of Maryland.

g That all costs and expenses of and incident to said legal proceedings including trustee's commissions, if any, all attorney's fees and charges shall be paid by the said Nora Morris to the relief of the said other parties to the contract of sale and legal proceedings and so that the amounts to be paid as aforesaid to the said Elva B. Smith, Charles D. Murphy, junior, Murphy and S. Lawrence Morris as their parts of the purchase money shall not be diminished by any costs, expenses or fees incident to the legal proceedings.

Note: the contract of sale marked "Exhibit No is filed herewith as part hereof.

12 That your orators are advised that because two of the parties to the said contract of sale are infants under the age of twenty one years of age the said contract of sale cannot be fulfilled and the said Nora Morris vested with the legal title to said land without the aid of this Honorable Court.

13 That your orators aver that it will be to the interest and advantage of all the parties owning said real estate and interested therein as above set forth and of all the parties to the said contract of sale that the said contract of sale be ratified by this Honorable Court for the reason that the purchase price of said land named in said contract of sale is a fair market value of said real estate and is as much if not more than said real estate would bring at public sale and for other reasons to be made known at the hearing.

TO THE END THEREFORE:

(1) That said real estate may be sold under decree of this court for the purpose of partition of proceeds of the sale among the parties entitled thereto;
(2) That said land may be sold under said decree free and clear of said mortgage and of the rights of the mortgage therein.

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(3) That a division of the proceeds of said sale after provision for the protection of the rights of the said mortgagee may be had among the parties owning said real estate according to their respective interests and rights therein under the direction of this court.
(4) That the contract of sale hereinbefore set forth may be confirmed and ratified by this Honorable Court.

(5) That a trustee may be appointed to convey said real estate unto the said Nora Morris, purchaser, her heirs and assigns, after settlement by her of said purchase money by a good and sufficient deed free, clear and discharged of the rights of all the parties to this bill.
(6) That said trustee may be clothed with power and authority to collect and receive said purchase money and to bring the same into this court for distribution under its orders and directions.
(7) That your orators may have such other and further relief as their case may require.

May it please Your Honors to grant unto Your Orators the writs of subpoena against the said S. Lawrence Morris, Gordon Smith, Nora Morris and The Centreville National Bank of Maryland, all of whom reside or can be found in Queen Anne's County, State of Maryland, commanding them and each of them to be appeared in this court at some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound etc.

Madison Brown
Solicitor for the complainants.

For written authority of Elva B. Smith to use her name as next friend to the infant plaintiffs, see next page.

To Madison Brown, attorney at law,
Centreville, Queen Anne's County, Maryland.

You are hereby authorized to use my name as the next friend of Charles D. Murphy, junior, and Louise A. Murphy, children of Charles D. Murphy, late of Kent County, State of Delaware, deceased, and of myself, and infants under the age of twenty one years, in a suit to be instituted in the Circuit Court for Queen Anne's County, State of Maryland, sitting as a Court of Equity, in my name as a plaintiff in my own right and in the names of the said infants as additional plaintiffs against S. Lawrence Morris, Gordon Smith, Nora Morris and The Centreville National Bank of Maryland, by the filing of the aforegoing and annexed bill of complaint.

Elva B. Smith.

June, 1930.

CERTIFIED COPY OF DEED.
"EXHIBIT NO. 1".
Filed June 11-1930.

#10739. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eleventh day of July, in the year nineteen hundred and twenty four, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twelfth day of July, in the year nineteen hundred and twenty three, by and between Oliver C. Jones of Queen Anne's County, State of Maryland, trustee as hereinafter set forth, party of the first part, and Thomas J. Keating and S. Lawrence Morris, of the same place, and Charles D. Murphy, of Kent County, State of Delaware, parties of the second part.

WHEREAS, by a deed bearing the same date and intended to be filed for record simultaneously with these presents, S. Lawrence Morris and Nora Morris, his wife, did grant the land and premises hereinafter described, subject to the mortgage hereinafter mentioned, unto the party of the first part, in trust, for the purposes by these presents declared, to wit: to grant and convey said land and premises unto the said parties of the second part, their heirs and assigns as tenants in common, in the following described parts, shares or proportions, to wit:-

Unto the said Thomas J. Keating, his heirs and assigns one undivided fourth part, subject as to same to the payment of one fourth of the amount now due by said mortgage and in such manner that he and they would assume the payment of said one-fourth of said mortgage;

Unto the said S. Lawrence Morris, his heirs and assigns one undivided half part, subject as to same to the payment of one half of the amount now due by said mortgage and in such manner that he and they would assume the payment of said one half of said mortgage;

Unto the said Charles D. Murphy, his heirs and assigns, one undivided fourth part, subject as to same to the payment of one fourth of the amount now due by said mortgage and in such manner that he and they would assume the payment of said one fourth of said mortgage.

WHEREAS, said mortgage, (which is dated on the 15th. day of July, 1922, and is recorded in Liber J. F. R. No. 9, fols. 172 &c., a land record book of said county) was given by said

S. Lawrence Morris and Nora Morris, his wife, to the Centreville National Bank, a corporation, to secure their note to said bank dated same date as said mortgage for twelve thousand dollars as well as each and every note which might be made and accepted in renewal of said note, from time to time, whether said renewal be in whole or in part.

WHEREAS, there is due and owing under and by said mortgage an unpaid note of the said mortgagors given in renewal of the note described in said mortgage, dated for the sum of eleven thousand dollars, and payable to the order of the said corporation months after date.

NOW THIS DEED WITNESSETH: that in consideration of the premises and of the sum of one dollar and of other good and valuable considerations him thereunto moving, and in execution of the said trust and in fulfillment of the same, as evidenced by the signatures hereunto attached of the said parties of the second part, the said Oliver C. Jones does hereby grant and convey subject to said mortgage, unto the said Thomas J. Keating, S. Lawrence Morris and Charles D. Murphy, their heirs and assigns forever, in fee simple, as tenants in common, in the parts, shares and proportions hereinafter set forth, All that tract of land or farm called or known as "Corsica" or "The Deming Farm", situate, lying and being in Corsica Neck, in the Third election district of Queen Anne's County, State of Maryland, adjoining the farm called "Headlong Hall" now of Arthur P. Clapp, formerly of William H. Clapp, the farm called "Melfield" formerly of heirs of William B. Earle, senior, now of William B. Earle, junior, the land of Samuel Middleton called "The Whiting Farm" and the land of Francis Thomas, and containing 251.65 acres of land, more or less; being the same land granted unto the said party of the first part by S. Lawrence Morris and Nora Morris, his wife, by the deed hereinbefore mentioned.

TOGETHER with the buildings and improvements thereon, and all the roads, rights, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described, with the appurtenances thereof, unto the said parties of the second part, their heirs and assigns, in fee simple, as tenants in common, in the following named shares, parts or proportions, to wit:

UNTO the said Thomas J. Keating, his heirs and assigns, one undivided fourth part, subject as to same to the payment of one fourth of the amount now due under and by said mortgage as above set forth, which said one fourth part of said mortgage and debt due thereby the said Thomas J. Keating does hereby assume and agree to pay, same forming part of the consideration above named.

UNTO the said S. Lawrence Morris, his heirs and assigns, one undivided half part, subject as to same to the payment of one half of the amount now due by and under said mortgage as above set forth, which said one half part of said mortgage and debt due thereby the said S. Lawrence Morris hereby assumes and agrees to pay, same forming a part of the consideration above named.

UNTO the said Charles D. Murphy, his heirs and assigns, one undivided fourth part, subject as to same to the payment of one fourth of the amount now due under and by said mortgage as above set forth, which said one fourth part of said mortgage the said Charles D. Murphy does hereby assume and agree to pay, same forming a part of the consideration above named.

AND the said Oliver C. Jones hereby covenants as trustee that he will warrant specially the property hereby granted and conveyed and that he will execute such other and further assurances of said land as may be requisite.

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

Oliver C. Jones. (SEAL)
Thos. J. Keating. (SEAL)
S. L. Morris (SEAL)
Charles D. Murphy (SEAL)

Test: J. McK. Tilghman.

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

I hereby certify that on this twelfth day of July, in the year nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Oliver C. Jones, and he did acknowledge the aforegoing deed to be his act.

One Two dollar,
One one dollar,
One fifty Cent. Int.
Rev. stamp, endorsed:
June 12/1924. OCJ

In witness whereof I hereunto subscribe my name and seal.

J. McK. Tilghman. (SEAL)

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 2, fol. 124 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 Annels County, this 28th. day of April, in the year 1930;

B. Hackett Turner, Clerk.

M3858

CERTIFIED COPY OF MORTGAGE.
"EXHIBIT NO. 2".
Filed June 11th. 1930.

#9410. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the seventeenth day of July, in the year nineteen hundred and twenty two, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this fifteenth day of July, in the year nineteen hundred and twenty two, by S. Lawrence Morris and Nora Morris, his wife, of Queen Anne's County, in the State of Maryland,

WHEREAS, the body corporate, The Centreville National Bank of Maryland, has loaned and advanced unto the said S. Lawrence Morris the sum of twelve thousand dollars upon the promissory note of the said S. Lawrence Morris and Nora Morris, his wife, bearing date even with the date hereof and payable to said body corporate or order, six months after date at the banking house of said body corporate, for the said sum of twelve thousand dollars with interest from the date of said note;

And whereas, it was agreed, as a condition precedent to the making of said loan, that the payment thereof and of the interest to accrue thereon as represented by the aforesaid promissory note and any and every renewal thereof, whether the renewal be as a whole or in part of the original note or any renewal or part renewal thereof, should be secured by the execution and delivery of this mortgage.

Now, therefore, this mortgage witnesseth, that for and in consideration of the premises and of the sum of one dollar, the said S. Lawrence Morris and Nora Morris, his wife, do hereby grant and convey unto the said body corporate, The Centreville National Bank of Maryland, its successors and assigns, in fee simple, the following real estate, to wit:- All that tract of land or farm known as Corsica, or the Denning Farm, situate, lying and being in the third election district of Queen Anne's County, State of Maryland, on Corsica River, in Corsica Neck, adjoining the Headlong Hall farm, formerly belonging to the late William H. Clapp, the Melfield Farm of William B. Earle, the Whiting Farm of Samuel Middleton, and the lands of others, containing two hundred and sixty-eight acres, three roods and four perches of land, more or less, being the same and all the tract of land or farm conveyed and described in the deed to the said S. Lawrence Morris from Milton Campbell and others, dated May 23rd. in the year 1922, and recorded in Liber J. F. R. #9, folio 17 etc., a land record book for Queen Anne's County, Maryland.

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

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

PROVIDED, that if the said S. Lawrence Morris, his heirs, executors, administrators or assigns shall well and truly pay to the said body corporate, The Centreville National Bank of Maryland, its successors, executors, administrators or assigns the aforesaid sum of twelve thousand dollars and all interest to accrue thereon when and as the same shall become due and payable as represented by the aforesaid promissory note and any and every renewal thereof whether the renewal be as a whole or in part of the original or any renewal or part renewal thereof, 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 S. Lawrence Morris, his heirs and assigns shall possess said property.

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

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said body corporate, The Centreville National Bank of Maryland, its successors, executors, administrators or assigns, or Thomas J. Keating, their hereby duy constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including 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 S. Lawrence Morris, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said body corporate, The Centreville National 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 S. Lawrence Morris, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hands and seals of the grantors the day and year first above written.

S. Lawrence Morris (SEAL)

Test: W. L. Holton, Jr. Nora Morris (SEAL)

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

I hereby certify that on this 17th. day of July, in the year nineteen hundred and twenty two, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared S. Lawrence Morris and Nora Morris, his wife, and did each acknowledge the aforegoing mortgage to be their respective act and deed. And at the same time before me personally appeared also J. Fletcher Rolph, Cashier and agent of the body corporate, mortgagee, the Centreville National Bank of Maryland, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth, and the said J. Fletcher Rolph at the same time further made oath before me in due form of law that he is the duly authorized cashier and agent of the mortgagee, the Centreville National Bank of Maryland, to make the oath as to the consideration stated in this mortgage.

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

Notary Public Seal. W. L. Holton, Jr., Notary Public.

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber J.F.R. #9, folios 172 etc., a Land Record Book for Queen Anne's County.

Seal's Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 28th. day of April, nineteen hundred and thirty.

B. Hackett Turner
CLERK.

CERTIFIED COPY OF DEED.
"EXHIBIT NO. 3".
Filed June 11-1931.

#13,550. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 9th. day of March, in the year nineteen hundred and twenty nine, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 16th. day of June, in the year nineteen hundred and twenty eight, between Thomas J. Keating and Leila B. Keating, his wife, of Queen Anne's County, in the State of Maryland, parties of the first part, and S. Lawrence Morris, of the same place, party of the second part,

WITNESSETH: that the said Thomas J. Keating and Leila B. Keating, his wife, for and in consideration of the sum of five dollars and divers other good and valuable considerations them thereunto moving, the receipts of which are hereby acknowledged, do hereby grant and convey unto the said S. Lawrence Morris, his heirs and assigns forever, in fee simple, all the one undivided fourth interest in or part of him, the said Thomas J. Keating, in, to and of all that farm or tract of land called or known as "Corsica" or "The Deming Farm", situate, lying and being in Corsica Neck in the third election district of Queen Anne's County, State of Maryland, on Corsica River and the coves or branches thereof, adjoining the farm called "Headlong Hall", formerly of Arthur P. Clapp, now of Florence A. Clapp,

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the farm of Samuel Middleton called the "Whiting Farm", the land of Francis Thomas, and the land conveyed to Margaret Gadd Ashley, Robert Reeves Price, Thomas Rigby Valliant and Spencer Wright by the deed hereinafter mentioned, containing 245.89 acres of land, more or less.

The land hereby conveyed is that described in the deed from Oliver C. Jones to said S. Lawrence Morris and Thomas J. Keating and one Charles D. Murphy bearing date July 12, 1923, recorded in Liber B.H.T. No. 2, a land record book of said county, on folio 124, and as containing 251.64 acres, more or less, saving and excepting that part thereof conveyed by said S. Lawrence Morris, Thomas J. Keating and Charles D. Murphy unto Margaret Gadd Ashley, Robert Reeves Price, Thomas Rigby Valliant and Spencer Wright by deed dated May 19, 1928, and file for record among the land record books of said county, containing 5.75 acres of land, more or less.

The estate and interest (in the land described) hereby conveyed is that conveyed to the said Thomas J. Keating by deed hereinbefore mentioned from said Oliver C. Jones.

TOGETHER with the buildings and improvements thereon and all the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

AND the said Thomas J. Keating covenants that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

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

Thos. J. Keating. (SEAL)
Leila B. Keating. (SEAL)

Test: Verna Mears.

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

I hereby certify that on this 16th. day of June, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Thomas J. Keating and Leila B. Keating, his wife, above named, and did each acknowledge the aforegoing deed to be their respective act.

Notary Public Seal.

In testimony whereof I hereunto subscribe my name and affix my seal Notarial, the day and year first above written.

Verna Mears,
Notary Public.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 9, fol. 287 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, in the year 1930.

B. Hackett Turner,
Clerk.

CONTRACT OF SALE
FOR "CORSICA".
"EXHIBIT NO. 4".
Filed June 11-1930.

THIS CONTRACT OF SALE, made this 9th day of June in the year nineteen hundred and thirty, between Elva B. Smith and Gordon Smith, her husband, of Kent County, State of Delaware, acting for themselves, the said Elva B. Smith acting for and on behalf of her son, Charles D. Murphy, junior, an infant under twenty-one years of age, the said Elva B. Smith acting for and on behalf of Louise A. Murphy, an infant under twenty-one years of age, her daughter, parties of the first part, S. Lawrence Morris, of Queen Annes County, State of Maryland, party of the second part and Nora Morris, of last named place, party of the third part.

It is agreed between the parties hereto that the subject matter of this contract is a tract of land called "Corsica" or "The Deeming Farm" situate in Corsica Neck in the Third Election District of Queen Annes County, State of Maryland, adjoining the farm called "Headlong Hall", and containing 245.89 acres of land, more or less; being the same land described in a deed from Oliver C. Jones to S. Lawrence Morris and others dated July 12, 1923, and recorded in Liber D. H. T. No. 2, a land record book of Queen Anne's County aforesaid with the exception of that part thereof which S. Lawrence Morris and others conveyed to Margaret A. Ashley by deed dated June 16, 1928, and recorded in Liber B.H.T. No. 9, land record book of last named county, on folio 287.

It is agreed between the parties hereto that of said land said Elva B. Smith owns in her own right one undivided twelfth part, that
said Charles D. Murphy, junior, infant, owns in his own right one undivided twelfth part, that
said Louise A. Murphy, infant, owns in her own right one undivided twelfth part, that
said S. Lawrence Morris owns in his own right three undivided fourth parts
SUBJECT to a certain mortgage resting thereon from S. Lawrence Morris to The Centreville National Bank of Maryland dated July 15, 1922, and recorded in Liber J1 F. R. No. 9, a land record book of last named county, on folio 172,
and upon which mortgage there is now owing $10,300.10 including interest to July 15, 1930.

NOW THIS CONTRACT OF SALE WITNESSETH:-

That the said Elva B. Smith and Gordon Smith, her husband, acting for themselves, and said Elva B. Smith acting for and on behalf of the said Charles D. Murphy, infant, said Elva B. Smith, acting for and on behalf of the said Louise A. Murphy, infant, and said S. Lawrence Morris acting for himself
do hereby agree to sell unto the said Nora Morris and the said Nora Morris does hereby agree to buy of the said Elva B. Smith, Charles D. Murphy, junior, infant, Louise A. Murphy, infant, and S. Lawrence Morris
all the land above described and all the undivided parts thereof of the said Elva B. Smith, Charles D. Murphy, junior, Louise A. Murphy, and S. Lawrence Morris at and for the sum of $37,100.00, and subject to the following terms and conditions, that is to say:-

(1) That of said purchase money the said Nora Morris shall pay to the Centreville National Bank of Maryland $10,300.10 in settlement of its mortgage claims.
(2) That of said purchase money the said Nora Morris shall pay to the said Elva B. Smith, Charles D. Murphy, junior, and Louise A. Murphy the sum of $6,700.00 to be equally divided between them as their part of the said purchase money
(3) That of said purchase money the said Nora Morris shall pay to the said S. Lawrence Morris the sum of $20,100.00 as his part of said purchase money.
(4) That the payments to be made by the said Nora Morris as above set forth shall be made by her as soon as she shall be able to obtain the legal title to said land under the proceedings hereinafter mentioned.
(5) That any interest which shall become due to said bank on said mortgage after July 15, 1930, shall be paid by the said Nora Morris to the relief of the said Elva B. Smith, Charles D. Murphy, junior, Louise A. Murphy and S. Lawrence Morris so that said parts of said purchase money shall not be reduced by any interest not included in the said sum of $10,300.10.
(6) That the court or legal proceedings to procure the said Nora Morris legal title to said land which are necessary because of the fact that this contract of sale has been entered into on behalf of two infants aforesaid shall be taken by the attorney of the said Nora Morris in the names of the said Elva B. Smith, Charles D. Murphy, junior, and Louise A. Murphy against the other parties of this contract.
(7) That all costs and expenses of said legal proceedings, including trustees comisions, if any, and all fees, charges and costs of the attorney conducting the said proceedings shall be paid by the said Nora Morris to the relief of the said Elva B. Smith, Charles D. Murphy, junior, Louise A. Murphy and S. Lawrence Morris so that the sums which are to be paid to them as aforesaid as their respective parts of said purchase money shall not be reduced by any costs or expenses incident to said legal proceedings.

And the said Nora Morris, for herself, her heirs, executors and administrators, does covenant with the said Elva B. Smith, Charles D. Murphy, junior, Louise A. Murphy and S. Lawrence Morris, their executors and administrators that she will perform that part of this agreement on her part to be performed in the manner and at the times hereinbefore provided for the performance of same.

IN WITNESS WHEREOF these said parties have affixed their names and seals to this contract and to three other original contracts of the same tenor, effect and date, the day and year first above written.

Elva B. Smith (SEAL)
Gordon Smith (SEAL)
Elva B. Smith (SEAD)
for and on behalf of Charles D. Murphy, junior, infant.
Elva B. Smith (SEAL)
for and on behalf of Louise A. Murphy, infant.
S. Lawrence Morris (SEAL)
Nora Morris (SEAL)

Test: Madison Brown.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND.
TO

S. Lawrence Morris,

OF QUEEN ANNE'S COUNTY, GREETING:

#38580

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 Charles D. Murphy, 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 1st. Monday of June, 1930.
Issued the 11th. day of June, in the year 1930.

B. Hackett Turner, Clerk.

Madison Brown,
Solicitor for Complainants.

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

B. Hackett Turner, Clerk.

And on the back of the aforegoing Subpoena was the following endorsement:-
"To lie in Office".

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:
Seal's
Place. THE STATE OF MARYLAND
TO
Gordon Smith

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, At Centreville, in said County, on the first Monday of July next, to answer the complaint of Charles D. Murphy, 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 1st Monday of June, 1930.
Issued the 11th day of June, in the year 1930.

B. Hackett Turner, Clerk.

Madison Brown
Solicitor for Complainants.

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

B. Hackett Turner, Clerk.

And on the back of the aforegoing Subpoena was the following endorsement, to wit:
"To lie in Office".

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's THE STATE OF MARYLAND
Place.
TO
Nora Morris

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne"s County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Charles D. Murphy, 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 1st. Monday of June, 1930.
Issued the 11th day of June in the year 1930.

B. Hackett Turner, Clerk.

Madison Brown,

Solicitor for Complainants.

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

B. Hackett Turner, Clerk.

And on the back of the aforegoing Subpoena was the following endorsement, to wit:
"To lie in office".

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:-

TO Seal's Place. THE STATE OF MARYLAND

The Centreville National Bank of Maryland.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Charles D. Murphy, 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 1st. Monday of June, 1930.
Issued the 11th. day of June in the year 1930.

B. Hackett Turner, Clerk.

Madison Brown,
Solicitor for Complainants.

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

B. Hackett Turner, Clerk.

And on the back of the aforegoing Subpoena was the following endorsement, to wit:-
"To lie in Office".

ANSWER OF S. LAWRENCE
MORRIS & NORA MORRIS.
Filed June 11th. 1930.

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

Charles D. Murphy, junior and
Louse A. Murphy, infants, by
Elva B. Smith, their next friend,
versus
S. Lawrence Morris,
Gordon Smith,
Nora Morris and
The Centreville National Bank of Maryland.

To the Honorable, the Judges of said Court:

The joint and several answer of S. Lawrence Morris and Nora Morris to the bill of complaint against them and other of Charles D. Murphy, junior and others in above court in above cause exhibited.

These defendants admit the several allegations of the bill of complaint to be true and hereby give their consent to the passage of the decree prayed or to such other decree as may be right and right.

Respectfully submitted,

S. Lawrence Morris

Nora Morris.

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ANSWER OF GORDON SMITH.
Filed June 11-1930.

IN THE CIRCUIT COURT OF QUEEN ANNE COUNTY.

IN EQUITY.

Charles D. Murphy, Jr., and Louise A. Murphy, Infants, by Elva B. Smith, their next friend, and the said Elva B. Smith in her own right,	,	
vs	,	CAUSE NO.
S. Lawrence Morris, Gordon Smith, Nora Morris and The Centreville National Bank of Maryland.	,	

To the Honorable The Judges of said Court:

The Answer of Gordon Smith to the Bill of Complaint of Charles D. Murphy, Jr. and Louise A. Murphy, Infants, by Elva B. Smith, their next friend, and of the said Elva B. Smith in her own right against him, the said Gordon Smith in the above entitled Cause exhibited.

This defendant admits the matters and things set forth in the Bill of Complaint to be true and consents to such decree as may be right and proper.

Respectfully submitted.

Gordon Smith.

ANSWER OF THE CENTREVILLE
NATIONAL BANK OF MARYLAND.
Filed June 11-1930.

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

Charles D. Murphy, junior, and
Louise A. Murphy, infants, by
Elva B. Smith, their mother and
next friend, and the said
Elva B. Smith in her own right,
versus
S. Lawrence Morris,
Gordon Smith,
Nora Morris,
The Centreville National Bank of Maryland,
a corporation.

To the Honorable, the Judges of said Court:

The answer of The Centreville National Bank of Maryland, a corporation, to the bill of complaint of Charles D. Murphy, junior, and Louise A. Murphy, infants and Elva B. Smith, adult, against the said corporation and other defendants in the above title cause exhibited.

This defendant admits the several matters and things set forth in the bill of complaint of the plaintiff to be true, and submits to such decree as may be right and proper in the premises, with the understanding that the rights of this defendant shall be protected by the decree to be passed in the premises.

And as in duty bound, etc.

THE CENTREVILLE NATIONAL BANK OF MARYLAND.

by Spencer Wright, cashier.

Seal's Place.

M. B. Bordley

Attorney for said bank.

DEPOSITIONS.
Filed June 18th. 1930.

CHARLES D. MURPHY, JR. ET AL.,	IN THE CIRCUIT COURT
VS.	FOR
S. LAWRENCE MORRIS ET AL.	QUEEN ANNE'S COUNTY,
	IN EQUITY.
	NO. 2826.

To the Honorable, the Judges of said Court:

The Report of H. B. W. Mitchell, one of the standing Examiners of this Honorable Court to your Honors respectfully sets forth:

Your Examiner having been notified by Madison Brown, Esquire, Solicitor for the Complainants, that he desired to take testimony at your Examiner's Law Office in Centreville, Maryland, at nine o'clock a.m., Friday, June 13th. 1930, your Examiner did attend in his Law Office in Centreville, Maryland, at nine o'clock a.m., June 13th. 1930, there being present Madison Brown, Esquire, Solicitor for the Complainants, and J. Gordon Smith, and proceeded to take the following testimony, to wit:

George M. Fisher, the first witness, of lawful age, after being duly sworn, deposes and says:

By Mr. Madison Brown.
1. Q. State your name, your place of residence and your occupation?

A. George M. Fisher, Dover, Delaware, Attorney at Law.

2. Q. Are you or not acquainted with the parties to this suit or any of them and if yea, state which you know and how long you have known them?

A. I am acquainted with all of the parties. I have known Charles D. Murphy, Junior, for the past ten years, Louise A. Murphy for the past six years, Mrs. Elva B. Smith for the past fifteen years, Mr. S. Lawrence Morris for the past five years, Mr. Gordon Smith for the past twenty years, Mrs. Nora Morris for the past year and The Centreville National Bank for the past two years.

3. Q. Were you or not acquainted with one Charles D. Murphy, late of the City of Harrington, State of Delaware, and if so, is he living or dead, and if dead, when and where did he die?

A. I was acquainted with Mr. Charles D. Murphy during his life time and knew him for twenty five years. He was a resident of the Town of Harrington, Delaware, and died at Harrington on the 22nd. day of July, 1928.

4. Q. State if you know whether the said Charles D. Murphy left a last will and testament or whether he died intestate?

A. Mr. Charles D. Murphy died intestate.

5. Q. If letters of administration have been granted on his estate, state when, where, by whom & to whom such letters have been granted?

A. Letters of administration were granted on the estate of Mr. Charles D. Murphy by the Register of Wills for Kent County, Delaware, to his widow, Mrs. Elva B. Murphy, who has since intermarried with Mr. Gordon Smith. Letters of Administration were granted on August 1st., 1928.

6. Q. What official relation, if any, do you occupy to the administration of the estate of Mr. Charles D. Murphy?

A. I with Henry Ridgely, Esquire, of Dover, Delaware, are the Administrators for the estate of Charles D. Murphy.

7. Q. State if you know who the said Charles D. Murphy left surviving him at the time of his death as his only heirs at law and in your answer give the name, age and place of residence of each one, and the relation each one bore to Mr. Murphy?

A. Mr. Murphy left two children, Charles D. Murphy, Junior, who is now ten years of age, Louise A. Murphy, who is now six years of age, and a widow, Mrs. Elva B. Murphy now Mrs. Gordon Smith.

8. Q. Do you or not know if the said Charles D. Murphy at the time of his death owned any land or any interest in any land situated in Queen Anne's County, in the State of Maryland, and if yea describe briefly such land and state what interest therein the said Charles D. Murphy so owned at the time of his death?

A. Yes, Mr. Murphy owned at the time of his death a one-fourth interest in a farm or tract of land situated in Corsica Neck, in the Third Election District of Queen Anne's County, Maryland, and which farm is called "Corsica".

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9. Q. State if you know who now owns this land and give the number of parts each owner of the land possesses or has?

A. Mr. S. Lawrence Morris owns an undivided three-fourths share or interest in said farm. Mrs. Elva B. Smith an undivided one-twelfth share or interest, Charles D. Murphy, Junior, an undivided one-twelfth share or interest, and Louise A. Murphy an undivided one-twelfth share or interest and which shares or interests are subject to a mortgage for $10,000.00 held by The Centreville National Bank of Maryland,

10. Q. State how well acquainted or familiar you are with this tract of land, and state also how you acquired your acquaintance and familiarity with the farm?

A. I have known this tract of land for the past four years as one of the Administrators for the late Charles D. Murphy and on several occassions during the past year I have visited this farm for the purpose of finding out a fair value for it. My reason for finding the value of this land has been for the purpose of protecting the interests of the heirs of the late Charles D. Murphy.

11Q. You have stated that each heir of the said Charles D. Murphy owned one undivided twelfth part and that S. Lawrence Morris owned three undivided fourth parts of this land, state whether or not in your opinion this tract of land so called "Corsica" can be divided between the parties whom you have described as owners of the farm without loss or injury to them and give your reasons for your answer?

A. This farm or tract of land can not be divided among the several parties entitled thereto without loss or injury to them, the reason this can not be done is because the farm is so situated on Corsica river that the shore front could not be advantageously divided, and there being only one set of buildings on said farm, one of the parties interested would get the buildings and the others would have land with no buildings, and some portions of the land being better than others it could not be divided advantageously,

12. Q. The Bill of Complaint filed in this case states that Elva B. Smith acting on her own behalf and also acting for and on behalf of the two infant children of Charles D. Murphy and Mr. S. Lawrence Morris acting for and on behalf of himself have united in a contract whereby they have sold the entire farm called "Corsica" and their undivided interests therein to Mrs. Nora Morris for $37,300.10, to be paid in cash by her as soon as she can obtain legal title to the land through these Court proceedings, under which contract the proceeds of the sale are to be divided between the parties owning the land according to their respective rights. State whether or not in your opinion that this sale so made by these parties should be ratified and confirmed by this Court, in which these proceedings are being had for the reason that such sale would be of interest and advantage to the parties so owning the land and interested therein according to your statement and give your reasons for your answer?

A. It is my opinion after a careful investigation that it is for the best interest and advantage of the several parties that this farm should be sold for $37,300.10, as I consider this a good price and feel that it is more than it would probably bring at a public sale, and since Mrs. Nora Morris has agreed to pay all the commissions and other expenses incident to the sale, it is to the best interest and advantage of the parties that the sale be made in accordance with the contract referred to and I think the sale should be confirmed by the court. My investigation having been made for the purposes of protecting the interests of Mrs. Smith, Charles D. Murphy, Junior, and Louise A. Murphy.

13. Q. State if you know who is the legal guardian of the infant children of the said Charles D. Murphy?

A. The President, Directors and Company of the Farmer's Bank of the State of Delaware is the guardian of the estate and property of Charles D. Murphy, Junior, and Louise A. Murphy minor children of the late Charles D. Murphy.

Examiner's Special.

Q. "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.

George M. Fisher.

Mr. Gordon Smith, the second witness of lawful age, after being duly sworn, deposes and says:

By Mr. Madison Brown.

1. Q. State your name, place of residence and occupation?

A. Gordon Smith, Harrington, Delaware, automobile business.

2. Q. Are you or not acquainted with the parties to this suit, or any of them, and if yea, state which you know and how long you have known them?

A. I am acquainted with all of the parties to the case have known Charles D. Murphy, Junior, ten years, Louise A. Murphy six years, Elva B. Smith, ten years, S. Lawrence Morris fifteen years, Nora Morris ten years, Centreville National Bank two years.

3. Q. Were you or not acquainted with one Charles D. Murphy, late of the City of Harrington, State of Delaware, and if so, is he living or dead, if dead, when and where did he die?

A. I was acquainted with the late Charles D. Murphy. He died in the town of Harrington in the year nineteen hundred and twenty eight on July 22nd.

4. Q. State if you know whether Charles D. Murphy left a last will and testament or whether he died intestate?

A. Charles D. Murphy died intestate.

5. Q. If letters of administration have been granted on his estate, state when, where, by whom and to whom such letters have been granted?

A. Letters of administration were granted August 1st., 1928, to his wife, Elva B. Murphy, in the town of Dover by the Register of Wills of Kent County, State of Delaware.

6. Q. State if yourknow whom Charles Murphy left surviving him at the time of his death as his only heirs at law and in your answer give the name, age and place of residence of each one and the relation each one bore to Charles D. Murphy?

A. The heirs of the late Charles D. Murphy are his wife, Elva D. Murphy, his son, Charles D. Murphy, Junior, ten years of age, his daughter, Louise A. Murphy, six years of age, Elva B. Murphy now the wife of Gordon Smith.

7. Q. Do you or not know if Charles D. Murphy at the time of his death owned any land or any interest in any land situated in Queen Anne's County, State of Maryland, if yea, describe briefly the land and state what interest in such land the said Charles D. Murphy so owned?

A. Charles D. Murphy owned one-fourth interest in the Corsica Farm in Corsica Neck, Queen Anne's County, Maryland.

8. Q. State how familiar or acquainted you are with this tract of land called Corsica and state how and under what circumstances you acquired this familiarity and acquaintance with the land?

A. I have known the land for the past seven years and have been on the land many times with the late Charles D. Murphy and also several times in the past two years since his death to look after the interests for his two children, so we could arrive at the price or valuation on it, and also the interests of my wife, Mrs. Gordon Smith.

9. Q. State if you know who now owns the land and give the number of parts each owner possesses of the land?

A. Three-fourths of the land is now owned by Mr. S. Lawrence Morris, one-twelfth interest by Mrs. Elva Smith, one-twelfth interest by Charles D. Murphy, Junior, and one-twelfth interest to Louise A. Murphy.

10. Q. State if you know the exact birthday of Charles D. Murphy, Junior, and Louise A. Murphy?

A. Charles D. Murphy was born August 8th., 1920, Louise A. Murphy born March 17th., 1924.

11. Q. You have stated that S. Lawrence Morris owned three undivided fourths of this land, that each heir of Charles D. Murphy owns one undivided twelfth of this land, state whether or not in your opinion this tract of land so called Corsica can be divided between the parties described by you as owning the farm without loss or injury to them and give your reasons for your answer?

A. It is my opinion that the land could not be divided as to the best interest of all concerned for the reason that some would receive the buildings and some would not, and some would receive land that was valuable and some would not.

12. Q. The bill of complaint filed in this case states that Elva B. Smith and yourself, Gordon Smith, acting for and on behalf of Elva B. Smith, and that Elva B. Smith acting for and on behalf of the two infant children of Charles D. Murphy, and S. Lawrence Morris acting for and on behalf of himself have sold this land called Corsica described by you, unto Nora Morris for $37,300.10, to be paid in cash as soon as Nora Morris can obtain legal title to this land, through the proceedings in this Court, and that the contract of sale has been filed with the Bill as a part thereof. I now hand you for your examination a paper writing marked Exhibit "No. 4" and ask you to look at it and examine it and state what it is?

A. This is a contract of sale which we have entered into with Mrs. Nora Morris.

13. A. State whether or not in your opinion it would be to the interest and advantage of the parties who now own Corsica, described by you, that the sale made and set forth in this contract of sale be ratified and confirmed by this Court and give your reason for your answer?

A. I feel that the price we got for it is as much or more than we would get for it if put up at public sale, and that the sale should be ratified and confirmed by the Court. I have been informed that if this land should be sold through a court proceeding

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for the purpose of division of the money quite a large sum would be deducted from this sale for the payment of the Trustees' commissions and costs of sale, advertisement expenses and etc. Under this contract the parties to the contract save these commissions and costs because Mrs. Morris has agreed to pay all such costs and commissions.

Examiner's Special.

Q. "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.

Gordon Smith.

Mr. Spencer Wright, the third witness, of lawful age, after being duly sworn, deposes and says:

By Mr. Madison Brown.

1. Q. Please state your name, your place of residence and your occupation?

A. Spencer Wright, Centreville, Maryland, Cashier of the Centreville National Bank.

2. Q. I now hand you a list of the parties to this suit, do you know them or any of them and, if so, state which ones you know and how long you have known them?

A. S. Lawrence Morris and Nora Morris for ten years. Gordon Smith, I have met the gentleman. The Centreville National Bank I am Cashier of, and the other parties I do not know them.

3. Q. Do you or not know the farm called or known as "Corsica situated in Centreville, Maryland, in the Third Election District of Queen Anne's County, State of Maryland, adjoining the land of Francis Thomas and now owned by S. Lawrence Morris and Nora Morris and if you do state how well you know it and for how long?

A. I know the farm. I have known it all my life. Recently I purchased a part of the land and built a home on it and live there in the summer time. Every day in the summer I go upon the land, of course.

4. Q. State if you know who now owns this tract of land?

A. The farm is owned by S. Lawrence Morris and the heirs of Charles D. Murphy. I knew Charles D. Murphy very well and he is dead, and when he died he owned one-fourth of the land and this is now owned by his heirs at law and the other three-fourths is owned by S. Lawrence Morris.

5. Q. Assuming that Elva B. Murphy one of the heirs of Charles D. Murphy owns one undivided twelfth part of the land and that each of the children of Charles D. Murphy owns one undivided twelfth part and that S. Lawrence Morris owns three undivided fourth parts of said land, state whether or not in your opinion this land can be divided between these parties according to their respective rights therein without loss or injury to them and give your reason for your answer?

A. It is impossible to divide the land among the respective parties according to their portion of it because some would get the buildings and the other parties would get none and some would get land along the shore and some would not, and some would get land of more value than others, so that a division in kind without loss would be impossible.

6. Q. According to the bill of complaint filed in this case Elva B. Smith, one of the heirs of Charles D. Murphy, acting for and on behalf of herself, and the said Elva B. Smith, acting for and on behalf of Charles D. Murphy, Junior, and Louise A. Murphy, infant heirs at law of Charles D. Murphy, and S. Lawrence Morris acting for and on behalf of himself have sold this farm called Corsica unto Nora Morris for the sum of $37,300.10 to be paid in cash as soon as Nora Morris can obtain a proper deed for the property, state whether or not in your opinion the sale so made to these parties should be ratified and confirmed by the Circuit Court for Queen Anne's County, in Equity, being the Court in which these proceedings are being conducted, upon the ground that such a sale would be of interest and advantage to the parties owning the land and give your reasons for your answer?

A. I think that is a very good price considering the farm has two rights of ways across it and the gravel pit excavation which would have to be filled in in the event that the farm was sold at a very great cost. To put this farm up at public auction I do not think it would bring any where near the price it sold for. The only way that they could get anywhere near these figures would be a person who would be willing to buy for a water-front and I do not know of any such person, I think the sale should be ratified by the Court because it would be to the interest and advantage to the parties owning the land that this contract be ratified and confirmed.

7. Q. What connection if any has the Centreville National Bank of Maryland with the farm called Corsica?

A. It holds a mortgage of $10,000.00 and interest amounting to $300.10 to July 15th., 1930; this mortgage was given to the Bank by S. Lawrence Morris and Nora Morris.

8. Q. I now hand you a paper writing marked Exhibit "No. 2" already filed with the Examiner and ask you to examine it and state what it is?

A. It is a copy of the mortgage which I have mentioned.

Examiner's Special.

A. No.

Spencer Wright.

Mr. Oliver C. Jones, the fourth witness, of lawful age, after being duly sworn, deposes and says:

1. Q. Please state your name, your place of residence and your occupation?

A. Oliver C. Jones, Centreville, Queen Anne's County, Maryland, and my occupation is real estate Broker.

2. Q. I now hand you a list of the names of the parties to this suit. Examine it and state if you know them or any of them, and if you know any of them, state which, and how long a time you have known them?

A. I know S. Lawrence Morris and Nora Morris and have known them about ten years. I know the Centreville National Bank for some time. I do not know any of the other parties to this suit.

3. Q. Are you not acquainted with the value of farm land in Queen Anne's County, Maryland, and if so, state how you have become so acquainted?

A. I am acquainted with values of farm land in Queen Anne's County because the sale of land is my business and I have made a study of many farms and sold a good deal of land in the last few years.

4. Q. Are you or not acquainted with the tract of land called Corsica situated on Corsica River in Corsica Neck in the Third Election District of Queen Anne's County, Maryland, adjoining Headlong Hall, the land of Spencer Wright and the land of Francis Thomas, and if so, state how you have become acquainted with this land?

A. I am very well acquainted with the farm known as Corsica farm having been a part owner of the property at one time, and have been upon the property many times since I sold it.

5. Q. State if you know who now owns the land and what proportion each owns of the land?

A. S. Lawrence Morris own three-fourths interest in the Corsica Farm and Charles D. Murphy's heirs one-fourth.

6. Q. Assuming that Charles D. Murphy left three heirs and that each one of them owned now one undivided twelfth part of the land, that S. Lawrence Morris owned three undivided fourthsparts of this land, state whether or not in your opinion the farm called Corsica can be divided in kind between these parties according to their respective interests without loss or injury to them?

A. It is my opinion that such a division would be impossible. Some of the heirs would receive property along the waterfront and some would not, one would receive buildings and others would not and for other plain reasons.

7. Q. The bill of complaint filed in this case states that Elva B. Smith acting for herself and the said Elva B. Smith acting for and on behalf of the two infant children of Charles D. Murphy and S. Lawrence Morris acting for and on behalf of himself have sold the farm as an entirety to Nora Morris for $37,300.10 to be paid in cash by her as soon as she can procure a deed for the property and that all costs and expenses incident to her getting a deed are to be paid by Nora Morris. State whether or not in your opinion a sale of this farm for sum of money mentioned under the terms of the contract should be ratified and confirmed by the Court as a sale of interest and advantage to the parties owning the land as stated, and give your reason for your answer?

A. I think the sale should be ratified and confirmed by the Court for it is a sale of interest and advantage to all of the parties owning the land. The purchase price mentioned by you in your question is in my judgment as much if not more than the farm would bring at public sale. I have often examined this farm with a view of trying to find a purchaser for it but I do not believe I could find anyone that would give this much for the farm. And the money arising from the sale divided among the parties owning the land would be of greater interest to them than the land would be.

Examiner's Special.

A. No.

Oliver C. Jones.

Mr. Brown, solicitor for the Complainants now hands to the Examiner exhibits which have heretofore been filed in this cause marked respectively, Exhibit No. 1, Exhibit No. 2, Exhibit No. 3, and Exhibit No. 4, to be filed by the Examiner and which are filed by the Examiner and marked respectively "Examiner's Exhibit A", "Examiner's Exhibit B", "Examiner's Exhibit C" and "Examiner's Exhibit D".

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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 certified that he was engaged as such Examiner in taking this testimony three days and examined four witnesses, making the costs chargeable to the plaintiff.

H.B.W. Mitchell, Examiner - - - - - - - - - - - - - -	$ 12.00
J. Gordon Smith, witness,- - - - - - - - - - - - - -	.75
George M. Fisher, witness,- - - - - - - - - - - - - -	.75
Oliver C. Jones, witness, - - - - - - - - - - - - - -	.75
Spencer Wright, witness, - - - - - - - - - - - - - -	.75
Verna Mears Crowl, stenographer, - - - - - - - - - -	3.50
	$ 18.50

H. B. W. Mitchell
Examiner.

NOTE:
The exhibits referred to the the Testimony as "Examiner's Exhibits A, B, C and D" are recorded immediately following the Bill of Complaint as "Exhibits Nos. 1, 2, 3 and 4".

ORDER NISI.
Filed July 9th. 1930.

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

Charles D. Murphy, junior, and Louise A. Murphy, infants, by Elva B. Smith, their next friend, and the said Elva B. Smith in her own right, versus S. Lawrence Morris, Gordon Smith, Nora Morris and The Centreville National Bank of Maryland.	Chancery Docket Cause No. 2826.

ORDER NISI.

Ordered, this 8th day of July, in the year nineteen hundred and thirty by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, that the sale referred to and set forth in the proceedings of the above entitled cause as made by Elva B. Smith acting in her own right and by the said Elva B. Smith acting for and on behalf of Charles D. Murphy, junior, an infant under twenty one years of age, and by the said Elva B. Smith acting for and on behalf of Louise A. Murphy, an infant under twenty one years of age, and by S. Lawrence Morris acting for himself and Gordon Smith acting for himself unto Nora Morris of the tract of land called "Corsica" and "The Demming Farm" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, adjoining the farm called "Headlong Hall" and described in the bill of complaint filed in the above entitled cause, be ratified and confirmed, and that said land be sold in these proceedings under the terms of the contract described in and filed with said bill of complaint for the purpose of partition among the parties entitled to said land unto the said Nora Morris as the purchaser of said land under said contract, unless cause to the contrary thereof be shown on or before the 12th day of September next; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks before the 12th day of August next.
The bill of complaint states the amount of the sale to be $37,100.10.

Filed July 9th. 1930. Lewin W. Wickes.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Oct. 27th. 1930.

ORDER NISI.

Charles D. Murphy, junior, and Louise A.
Murphy, infants, by Elva B. Smith,
their next friend, and the
said Elva B. Smith, in
her own right,
vs.
S. Lawrence Morris, Gordon Smith, Nora Morris and The
Centreville National Bank of Maryland.

In the Circuit Court for Queen Anne's County, In Equity. Chancery Docket. Cause No. 2628.

Ordered, this 8th day of July, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by authority of this Court, that the sale referred to and set forth in the proceedings of the above entitled cause as made by Elva B. Smith, acting in her own right and by the said Elva B. Smith acting for and on behalf of Charles D. Murphy, junior, an infant under twenty-one years of age, and by the said Elva B. Smith acting for and on behalf of Louise A.

Murphy, an infant under twenty-one years of age, and by S. Lawrence Morris acting for himself and Gordon Smith acting for himself unto Nora Morris of the tract of land called "Corsica" and the " The Demming Farm", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, adjoining the farm called "Headlong Hall" and described in the bill of complaint filed in the above entitled cause, be ratified and confirmed, and that said land be sold in these proceedings under the terms of the contract described in and filed with said bill of complaint for the purpose of partition among the parties entitled to said land unto the said Nora Morris as the purchaser of said land under said contract, unless cause to the contrary thereof be shown on or before the 12th day of September next; providing a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks before the 12th day of August next.

The bill of complaint states the amount of the sale to be $37,100.10.

Filed July 9th. 1930.
LEWIN W. WICKES.

True Copy:
B. HACKETT TURNER,

Test:
B. HACKETT TURNER,
July 10-4t Clerk.

THE CENTREVILLE RECORD.

Centreville, Md., Oct. 25, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Chas. D. Murphy, Jr. et al., vs. S. Lawrence Morris, et al., cause No. 2826, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks (1st insertion July 10/30) before the 12 day of Aug. in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed October 27th. 1930.

By E. H. Brown, Jr.

DECREE OF COURT.
Filed Oct. 27th. 1930.

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

Charles D. Murphy, junior, et al.
vs.
S. Lawrence Morris, et al. | Cause No. 2826.

The above cause standing ready for hearing and being submitted without argument, the Bill of Complaint and other proceedings were read and considered. It is thereupon on this 27th day of October in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, sitting as a court of Equity, and by the authority of this court, adjudged, ordered and decreed that the real estate mentioned and described in these proceedings is not susceptible of division among the parties interested therein and owning the same without loss or injury to them and that the said real estate be sold for the purpose of partition and distribution of the proceeds of the sale thereof among the said parties according to their respective rights therein as set forth in the said Bill of Complaint and it is determined by the court after examination into all of the circumstances that it is to the interest and advantage of the infant parties as well as the other parties owning said land and interested therein that the sale of the real estate to Nora Morris set forth in the bill of complaint be ratified and confirmed. And Madison Brown is hereby appointed Trustee to make said sale and report his proceedings.

And it is further adjudged, ordered and decreed as follows:

That the contract of sale made with the said Nora Morris as purchaser, and by, for and on behalf of Charles D. Murphy, junior, and Louise A. Murphy, infants, by Elva B. Smith, their mother and next friend, and by the said Elva B. Smith, in her own right and by S. Lawrence Morris as vendors of the tract of land called or known as "Corsica" and/or "The Deeming Farm", situate, lying and being in Corsica Neck in Queen Anne's County, State of Maryland, adjoining the tract of land called "Headlong Hall", and containing two hundred and forty five acres, more or less, and described in said bill of complaint, upon the terms and agreement in said bill set forth, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the order nisi passed in this cause on July 8, 1930, in relation to said sale and contract.

That a deed for said land be executed and delivered by the trustee hereinafter named to the said Nora Morris according to the terms in said contract set forth; provided as follows: That the said Nora Morris shall forthwith at the time of the delivery of said deed make payment to the trustee hereinafter mentioned of the entire purchase money, to wit: the sum of: $37100.10, by her by her contract agreed to be paid together with the interest due to the Centreville National Bank of Maryland, mortgagee, defendant, from July 15, 1930, on the mortgage held by said bank against said land, and shall also pay to the trustee hereinafter mentioned all costs and expenses of and incident to the legal proceedings and also then make settlement with the attorney conducting these proceedings and the trustee hereinafter named of and for all fees, charges, costs and trustee's

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commissions of the said attorney and trustee for conducting these proceedings to the relief of the said Elva B. Smith, Charles D. Murphy, junior, Louise A. Murphy and S. Lawrence Morris so that the said Elva B. Smith shall receive the sum of $2,233.33, the said Charles D. Murphy, junior, shall receive the sum of $2,233.33, the said Louise A. Murphy shall receive the sum of $2,233.34, the said S. Lawrence Morris shall receive the sum of $20,100.00 of and from the said trustee as and for their respective shares of the sales of said land, and the said The Centreville National Bank of Maryland shall receive of and from the said trustee the sum of $10,300.10, with interest thereon from July 15, 1930, in settlement of its mortgage claim, without reduction for the costs and expenses of these proceedings, without reduction of any fees, charges, costs and trustee's commissions and without reduction for any other matter whatsoever, as provided for and in the contract of sale above mentioned.

That Madison Brown, of Queen Anne's County, State of Maryland, be and he is hereby appointed a trustee to execute and deliver the said deed to the said Nora Morris, her heirs and assigns, on behalf of the said Charles D. Murphy, junior, Louise A. Murphy, Elva B. Smith, S. Lawrence Morris, Gordon Smith and the Centreville National Bank of Maryland, upon the payment to him, the said trustee, by the said Nora Morris of the full amount due and payable by her as purchase money under said contract, together with the interest to be paid by her under said contract as aforesaid and all the costs and expenses incident to these proceedings also to be paid by her under said contract.

That the deed to be given by the said Madison Brown as aforesaid to the said Nora Morris shall be executed agreeably to law by him, the said trustee, and shall convey unto the said Nora Morris said land and all the right, title, interest and estate therein of all the parties to said contract of sale, to these proceedings and to this decree.

That before the said Madison Brown shall proceed to carry out the provisions of this decree he shall file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland to be executed by himself with a surety or sureties thereon to be approved by this court or by said clerk in the penal sum of Forty thousand dollars if the surety thereon be a corporation duly authorized to become the sole surety on the bonds of trustees appointed to sell real estate and in the penal sum of Sixty thousand dollars if the said bond shall contain personal sureties, conditioned for the faithfull performance of the trust reposed in him by this decree or which shall be reposed in him by any future decree or order in the premises.

That after the receipt by the said Madison Brown, trustee as aforesaid, of the sum of $2,233.33 to be paid to the said Elva B. Smith as aforesaid as her share of the sales of said land under said contract of sale the said trustee shall pay said sum unto the said Elva B. Smith upon the delivery by her to him of a proper release for said sum and/or the payment thereof.

That after the receipt by the said Madison Brown, trustee as aforesaid, of the sum of $$20,100.00 to be paid to the said S. Lawrence Morris as aforesaid as his share of the sales of said land under said contract of sale the said trustee shall pay said sum unto the said S. Lawrence Morris upon the delivery by him to the said trustee of a proper release for said sum and/or the payment thereof.

That after the receipt by the said Madison Brown, trustee as aforesaid, of the sum of $10,300.10 and interest thereon from July 15, 1930, to the date of payment to be paid to The Centreville National Bank of Maryland in settlement of its mortgage claim against said land under said contract of sale the said trustee shall pay said sum and interest unto said bank in settlement of said mortgage claim upon the release of said mortgage by said bank and a release by said bank unto said Madison Brown, said trustee, for said sum and/or the payment thereof.

And it is further adjudged, ordered and decreed that whereas it does not appear from the proceedings of this cause that the said Charles D. Murphy, junior, and Louise A. Murphy, infant parties to this cause and to said contract, have a legal guardian residing in this state and whereas it appears that they have a legal guardian residing in the State of Delaware, Madison Brown, as said trustee, shall hold the sums of money to which said infants are entitled under said contract and this decree until the further order of this court so that the foreign guardian may obtain an order from this court for the payment to it of the said sums of money.

And it is further adjudged, ordered and decreed that as soon as may be convenient after the receipt by the said Madison Brown as trustee of the money directed by this decree to be paid to him by the said Nora Morris and delivery of the deed to be made and delivered by him to her as above set forth he shall return to this court a full and particular account with an affidavit of the truth thereof annexed of his proceedings under this decree.

Filed October 27th. 1930. Lewin W. Wickes.

ASSIGNMENT BY S. LAWRENCE
MORRIS TO NORA MORRIS OF HIS
SHARE IN THE PROCEEDS OF THE
SALE OF THIS CAUSE.
Filed Nov. 15th. 1930.

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

Charles D. Murphy, junior, et al.,)
vs. (Cause No. 2826.
S. Lawrence Morris, et al.,)

For value received, I, S. Lawrence Morris, the undersigned, do hereby assign and transfer unto Nora Morris, my wife, the purchaser of the property mentioned and described in the Decree and other proceedings of the above entitled cause, the sum of twenty thousand one hundred dollars ($20,100.00) decreed by the decree filed in the above entitled cause to be paid to me as my share of the sales of the land sold under the contract mentioned in said cause and the other proceedings of said cause.

WITNESS my hand and seal this fifteenth day of November in the year nineteen hundred and thirty.

S. Lawrence Morris (SEAL)

PETITION TO HAVE
PENALTY OF BOND REDUCED.
Filed Dec. 5th. 1930.

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

Charles D. Murphy, junior, et al.,)
vs. (Cause No. 2826.
S. Lawrence Morris, et al.)

To the Honorable, the Judges of said Court:

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

1. That your petitioner is named in the decree filed in this cause as the trustee to carry out the directions of the decree and is required by the decree to give a bond as such trustee in the penalty of forty thousand dollars if the surety on the bond be a corporation and the penalty of sixty thousand dollars if the sureties by natural persons.

2. That the decree provides that the trustee shall collect the proceeds of the sale and pay thereout as follows: To Elva B. Smith, $2233.33, to Charles D. Murphy $2233.33, to Louise A. Murphy $2233.34, to The Centreville National Bank of Maryland $10,300.10 and to S. Lawrence Morris $20,100.00.

3. That since the passage of the decree S. Lawrence Morris has assigned his interest in the proceeds of the sale, to wit: said sum of $20,100.00 unto Nora Morris, the purchaser of the land as named in the decree as will appear from the written assignment made by the said S. Lawrence Morris in favor of the said Nora Morris filed in this cause November 15, 1930 and now remaining on file herein.

4. That as a result of this assignment the said Nora Morris can be allowed in her settlement said sum of $20,100.00 on her purchase money leaving to be protected by the bond in money payments the said Elva B. Smith, Charles D. Murphy and Louise A. Murphy to the extent of $2233.33 each and the Centreville National Bank to the extent of $10,300.10.

5. That your petitioner has not yet filed the bond mentioned and respectfully suggests to the court that the penal sums mentioned above can because of said assignment be reduced at least by the sum of $20,100.00 and if this reduction is made the costs of a bond with a corporate surety thereon authorized by law to become surety on the bonds of trustees can be procured at a much less cost than a bond of that character in the sum of forty thousand dollars.

Your petitioner therefore prays Your Honors to pass an order reducing the penalties named in the decree of the bond mentioned.

Which is respectfully submitted.

Madison Brown.

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

I hereby certify that on this 5th. day of December, 1930, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown and he did make oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

B. Hackett Turner
Clerk of the Circuit Court.

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ORDER OF COURT GRANTING PETITION.

The aforegoing petition of Madison Brown has been read and considered. It is thereupon on this 8th day of December, in the year nineteen hundred and thirty by the Circuit Court of Queen Anne's County, in Equity, that the said Madison Brown, before he shall proceed to carry out the directions of the above mentioned decree shall file with the Clerk of the Circuit Court for said County, a bond to the State of Maryland to be executed by himself with a surety or sureties thereon to be approved by this Court or by the Clerk of this Court in the penal sum of Seventeen thousand dollars if the surety thereon be a corporation with authority in law to become the sole surety on the bonds of trustees appointed to sell real estate and in the penal sum of thirty four thousand dollars if the bond shall contain personal sureties conditioned for the faithful performance of the trust reposed in him by the said decree or which shall be reposed in him by any future decree or order in the premises in the place of the bond containing the penalties mentioned in the above mentioned decree.

Filed Dec. 8th. 19301 Lewin W. Wickes.

CERTIFIED COPY OF BOND.
Filed Jany. 17th. 1931.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of January, in the year 1931, the following Bond & Limited Power of Attorney was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, in the State of Maryland, and the American Surety Company of New York, a corporation created by and existing under the laws of the State of New York with due authority in law to become the sole surety upon the bonds of trustees appointed under decrees of the Circuit Courts of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of seventeen thousand dollars ($17,000.00), lawful money of the United States of America to be paid to the said State of Maryland or to its certain attorney, to which payment well and truly be made and done we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

SEALED with our seals and dated this fifteen day of January, in the year nineteen hundred and thirty one.

WHEREAS by a decree of the Circuit Court for Queen Anne's County (sitting as a Court of Equity) aforesaid, bearing date the twenty seventh day of October in the year nineteen hundred and thirty and passed in a cause in said court bearing the number 2826 chancery and wherein Charles D. Murphy, junior, Louise A. Murphy and Elva B. Smith are plaintiffs and S. Lawrence Morris, Nora Morris, Gordon Smith and The Centreville National Bank of Maryland are defendants, the said Madison Brown has been appointed Trustee (1) to make sale under the terms in said decree set forth of certain real estate in the proceedings of said cause described and mentioned unto the said Nora Morris named in said decree as purchaser of said real estate; (2) to execute a deed by which the said real estate and all the right, title, interest and estate therein of all the parties to said proceedings, cause, decree and contract in said proceedings mentioned shall be conveyed unto the said Nora Morris, her heirs and assigns; (3) to deliver said deed unto the said Nora Morris upon the full payment by her of the purchase money named in said decree; (4) to collect and receive of the said Nora Morris the said purchase money and to disburse the same in accordance with the directions in said decree contained.

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

Signed, sealed and delivered in the presence of:-
Etta T. Nelson.

Seal's Place.

Madison Brown (SEAL)
American Surety Company of New York
By Madison Brown,
Its Attorney in fact under the power of attorney made by said American Surety Company of New York, dated January 12, 1931 hereunto attached as part hereof.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed January 17th. 1931.
B. Hackett Turner, Clerk.

Attached to the above Bond and filed with same was a Power of Attorney from the American Surety Company of New York to Madison Brown.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 1, fol. 119, etc., a Bond Record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 17th. day of January, in the year 1931.

B. Hackett Turner, Clerk.

PETITION OF THE PRESIDENT, ET AL., FOREIGN CORPORATION, GUARDIAN OF CHARLES D. MURPHY AND LOUISE A. MURPHY FOR PAYMENT OF THE MONEY IN THIS CAUSE DUE SAID INFANTS TO SAID GUARDIAN WITH EXHIBITS.
Filed Feby. 23rd. 1931.

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

Charles D. Murphy, Junior, and Louise A. Murphy, Infants, by Elva B. Smith, their Next Friend, and the said Elva B. Smith in her own right	,
vs.	Chancery Docket , Cause No. 2826.
S. Lawrence Morris, Nora Morris, Gordon Smith and The Centreville National Bank of Maryland.	,

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of The President, Directors and Company of the Farmers Bank of the State of Delaware, a corporation of the State of Delaware, the legal guardian of both Charles D. Murphy, Junior, and Louise A. Murphy, infant parties in the above entitled Cause, hereinafter called "Petitioner", unto Your Honors respectfully sets forth:

1. That Your Petitioner is a non-resident of the State of Maryland, is a corporation of the State of Delaware, is duly incorporated under the laws of the State of Delaware and has its principal place of business in The City of Dover in said State.

2. That under the articles of its incorporation and the laws of the State of Delaware, Your Petitioner has full power and authority to become the legal guardian of infant children or of children under age.

3. That Charles D. Murphy, Junior, one of the parties in the above entitled Cause is an infant under the age of twenty one years, was born August 8, 1920, is a non-resident of the State of Maryland, and is now and has been since the time of his birth a resident of Kent County and State of Delaware, and is without a legal guardian residing in the State of Maryland.

4. That Louise A. Murphy, one of the parties to the above entitled Cause, is an infant under the age of twenty-one years, was born March 17, 1924, is a non-resident of the State of Maryland, is now and has been since the time of her birth a resident of Kent County and State of Delaware and is without a legal guardian residing in the State of Maryland.

5. That on September 22, 1928, your Petitioner was appointed sole legal guardian of the property and estate both of the said Charles D. Murphy and Louise A. Murphy by the Orphans' Court of the State of Delaware in and for Kent County, the said Charles D. Murphy, Junior, and Louise A. Murphy being residents then and now of Kent County and State of Delaware as aforesaid;

That your Petitioner duly qualified as such guardian and gave bond approved by the said Court in the sum of Two Hundred Thousand ($200,000.) Dollars for the faithful performance of its trust as guardian of the said Charles D. Murphy, Junior, and also gave bond approved by the said Court in the sum of One Hundred Thousand)$100,000.) Dollars for the faithful performance of its trust as guardian of the said Louise A. Murphy;

That said Court under Sections Seven and Eight of Chapter One Hundred and Eighteen of the Revised Code of the State of Delaware had and has authority to appoint guardians of children under the age of twenty-one years residing in Kent County and State of Delaware;

That the appointment of your Petitioner as guardian as aforesaid remains unrevoked;

That the guardianship of the said Charles D. Murphy, Junior, will continue until he is twenty-one years of age and the guardianship of the said Louise A. Murphy will continue until she is twenty-one years of age.

6. A. That since the appointment of your Petitioner as guardian as aforesaid, all the real property owned by the said minor children or either of them has been sold except certain real estate in the State of Delaware occupied by the said two minor children and their mother as a home, and that your Petitioner as guardian as aforesaid has not received and is not likely to receive any income from said real estate.

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B. That the entire amount of the personal property of the said Charles D. Murphy, Jr. (including his share of the proceeds of the sale of the real property as aforesaid) that has come into the possession of your Petitioner as guardian of the said Charles D. Murphy, Jr., is the sum of Eighty-Nine Thousand Nine Hundred Eighty Nine Dollars and Thirty Three Cents ($89,989.33).

C. That the entire amount of the personal property of the said Louise A. Murphy (including her share of the proceeds of the sale of the real property as aforesaid) that has come into the possession of your Petitioner as guardian of the said Louise A. Murphy is the sum of Thirty-Two Thousand Seven Hundred Twenty-Eight Dollars and Twelve Cents ($32,728.12).

7. That your Petitioner files herewith as part hereof a copy, duly authenticated, of the record of the proceedings in the Orphans' Court of the State of Delaware in and for Kent County for the appointment of your Petitioner as guardian of Charles D. Murphy, Jr. and Louise A. Murphy as aforesaid and of the order of said Court appointing your Petitioner such guardian and each of the two bonds given by your Petitioner under said order of Court and which bonds were duly filed and are now on file in the Orphans' Court of the State of Delaware in and for Kent County.

8. That as will appear from the proceedings in the above entitled Cause in the Superior Court for Queen Anne's County, the said Charles D. Murphy, Jr. is entitled to receive from the proceeds of the sale mentioned in said Cause the sum of Two Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents ($2333.33) and that the said Louise A. Murphy is entitled to receive the sum of Two Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($2333.33) from said proceeds of sale.

9. That Madison Brown, the trustee of this Cause, has advised your Petitioner that the two sums of money mentioned above are in his hands ready for payment unto the legally constituted guardian of said infant children, but that the said sums cannot be paid unto your Petitioner as said legal guardian until this Honorable Court has passed an order directing said trustee to make said payments and that the said order cannot be obtained until your Petitioner has made known unto this Court its right to receive payment from said trustee of said sums of money by a petition to be filed in this Cause in the nature of this petition.

WHEREFORE your Petitioner makes this petition unto Your Honors and prays your Honors to pass an order directing the said Madison Brown, trustee as aforesaid, to pay unto Your Petitioner that sum of money to which the said Charles D. Murphy, Jr. is entitled out of the proceeds of the sale of this Cause and that sum of money to which the said Louise A. Murphy is entitled out of the proceeds of said sale, as above set forth.

Which is respectfully submitted.

The President, Directors and Company
of the Farmers Bank of the State of Delaware

BY; Henry Ridgely
ITS PRESIDENT.

Attested by its corporate seal affixed by

George E. Danson,
ITS SECRETARY.

Guardian of Charles D. Murphy, Jr. and
Louise A. Murphy.

Seal's
Place.

STATE OF DELAWARE ,
, SS.
KENT COUNTY ,
,

I hereby certify that on this Fourteenth day of February in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Delaware in and for Kent County aforesaid, personally appeared Henry Ridgely, the president of The President, Directors and Company of the Farmers Bank of the State of Delaware, above named corporation guardian, and he did make oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein set forth to the best of his knowledge and belief and that he is the president of said corporation.

In Testimony Whereof I have hereunto subscribed my name and affixed my seal notarial the day and year above written.

Notary
Public
Seal.

Jesse S. Burton
NOTARY PUBLIC.

PETITION FOR APPOINTMENT OF GUARDIAN.

TO THE HONORABLE, OF THE ORPHANS' COURT OF THE STATE OF DELAWARE, IN AND FOR KENT COUNTY.

The petition of Elva B. Murphy of the town of Harrington, Kent County and State of Delaware, respectfully represents:

That Charles D. Murphy, Jr., and Louise A. Murphy are the minor children of your petitioner and Charles D. Murphy, deceased, and that the said Charles D. Murphy, Jr/ was born on the eighth day of August, A. D. 1920 and is now of about the age of eight years; the said Louise A. Murphy was born on the seventeenth day of March, A.D. 1924 and is now of about the age of four years;

That the said minors are entitled to, subject to the interest therein of your petitioner, the widow of the said Charles D. Murphy, deceased, real estate situate in Kent County and Sussex County, Delaware, of about the yearly rental value of One Thousand ($1000.) Dollars and a personal estate of about the value of One Hundred Thousand ($100,000.) Dollars.

That the said Charles D. Murphy, Jr., minor as aforesaid, is also entitled to the sum of Fifty Thousand ($50,000.) Dollars as the beneficiary under certain life insurance policies on the life of the said Charles D. Murphy, deceased, and the said Louise A. Murphy is also entitled to the sum of Five Thousand ($5000.) Dollars as the beneficiary under a certain life insurance policy on the life of the said Charles D. Murphy, deceased;

That the said minors have no guardian.

Your Petitioner therefore prays that The President, Directors and Company of the Farmers Bank of the State of Delaware, at Dover, a corporation of the State of Delaware, be appointed guardian of the property and estate of the said Charles D. Murphy, Jr. and Louise A. Murphy, minors as aforesaid.

And your petitioner will ever pray, etc.

Elva B. Murphy
PETITIONER.

Henry Ridgely
Attorney for Petitioner.

ORDER.

And now to-wit: this 22d day of September, A. D. 1928, the foregoing petition having been read and considered, The President, Directors and Company of the Farmers Bank of the State of Delaware, at Dover, a corporation of the State of Delaware, be and is hereby appointed guardian of the property and estate of the said Charles D. Murphy, Jr. and Louise A. Murphy, minors as aforesaid; the said Bank first executing a bond without surety in the sum of Two Hundred Thousand ($200,000.) Dollars as guardian for Charles D. Murphy, Jr. and another bond in the sum of One Hundred Thousand ($100,000.) Dollars as Guardian for Louise A. Murphy, with condition for the faithful performance of its duty as such guardian;

AND IT IS ORDERED, That Wm. B. Tharp and Louder S. Sapp are hereby appointed commissioners to view the real estate of the said minors and estimate its yearly rental value.

W. W. Harrington
J. O. C.

KNOW all men by these Presents, That we The President, Directors and Company of the Farmers Bank of the State of Delaware of the County of Kent State of Delaware, are held and firmly bound unto Charles D. Murphy, Jr., minor under the age of fourteen years son of Charles D. Murphy deceased, in the just and full sum of Two Hundred Thousand ($200,000.) Dollars, lawful money of the United States of America, to be paid to the said Charles D. Murphy, Jr., his heirs, executors, administrators and assigns to which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators and every one of them, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 22d day of September in the year of our Lord one thousand nine hundred 28 and in the 152 of our Independence.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said The President, Directors and Company of the Farmers Bank of the State of Delaware guardian of Charles D. Murphy, Jr., shall duly render, according to law, just and true accounts of its guardianship, and if the said The President, Directors and Company of the Farmers Bank of the State of Delaware executors or administrators, upon the determination or ceasing of the said guardianship, shall deliver and pay to the said Charles D. Murphy, Jr., his executors or administrators, all the property belonging to him in the possession of the said The President, Directors and Company of the Farmers Bank of the State of Delaware and all that shall be due to him from the said The President, Directors and Company of the Farmers Bank of the State of Delaware and if the said The President, Directors and Company of the Farmers Bank of the State of Delaware shall in all things faithfully perform and fulfill its duty as guardian as aforesaid, then this obligation shall be void.

Signed, Sealed and Delivered
in the Presence of

Harry B. Clark.

Madison Brown,
Attorney for Petitioner.

The President, Directors and Company
of the Farmers Bank of the State of
Delaware. (SEAL)
By Henry Ridgely
President.

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KNOW all men by these Presents, That we The President, Directors and Company of the Farmers Bank of the State of Delaware of the County of Kent State of Delaware, are held and firmly bound unto Louise A. Murphy, Minor under the age of fourteen years daughter of Charles D. Murphy deceased, in the just and full sum of One Hundred Thousand ($100,000.) Dollars, lawful money of the United States of America, to be paid to the said Louise A. Murphy, her heirs, executors, administrators and assigns to which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators and every one of them, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 22d day of September in the year of our Lord one thousand nine hundred 28 and in the 152 year of our Independence.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said The President, Directors and Company of the Farmers Bank of theSState of Delaware guardian of Louise A. Murphy, shall duly render, according to law, just and true accounts of its guardianship,and if the said The President, Directors and Company of the Farmers Bank of the State of Delaware executors or administrators, upon the determination or ceasing of the said guardianship, shall deliver and pay to the said Louise A. Murphy, her executors or administrators, all the property belonging to her in the possession of the said The President, Directors and Company of the Farmers Bank of the State of Delaware and all that shall be due to her from the said The President, Directors and Company of the Farmers Bank of the State of Delaware and if the said The President, Directors and Company of the Farmers Bank of the State of Delaware shall in all things faithfully perform and fulfill its duty as guardian as aforesaid, then this obligation shall be void.

Signed, Sealed and Delivered
in the Presence of

Harry B. Clark.

The President, Directors and Company of the Farmers Bank of the State of Delaware (SEAL)
By. Henry Ridgely
President.

STATE OF DELAWARE,)
(ss.
KENT COUNTY,)

I, William Virdin, Clerk of the Orphans' Court of the State of Delaware, in and for Kent County, do hereby certify that the foregoing pages hereto annexed, contains a true copy of the record of the proceedings for the appointment of The President, Directors and Company of the Farmers Bank of the State of Delaware, as Guardian of Charles D. Murphy, Jr. and Louise A. Murphy and of the order of Court and of each of the two bonds taken under said order of Court, as the same now remains in the Orphans' Court of the said State, at Dover.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court, the 14th day of February, A. D., one thousand nine hundred and thirty one.

Seal's Place.

William Virdin
Clerk of the Orphans' Court.

STATE OF DELAWARE, to-wit:

I, Josiah O. Wolcott, Chancellor of the State of Delaware, and as such, President of the Orphans' Court of the State, do hereby certify that the foregoing Record and Attestation made by William Virdin, Esq., Clerk of the said Court within the County of Kent, whose name is hereto subscribed, and to which the seal of said court is affixed, are in due form and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand, the Fourteenth day of February, A.D. Nineteen hundred and thirty-one.

Seal's Place.

J. O. Wolcott
President of Orphans' Court.

STATE OF DELAWARE,)
(ss.
KENT COUNTY,)

I, William Virdin, Clerk of the Orphans' Court of the State of Delaware, in and for the County of Kent, do certify that the Hon. Josiah O. Wolcott, by whom the foregoing attestation was made, and whose name is thereto subscribed, was at the time of making thereof, and still is, Chancellor of the State of Delaware, and as such, the President of the Orphans' Court of the said State, duly commissioned and sworn, to all whose acts, as such, full faith and credit are, and ought to be given, as well in courts of Justice as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said court, the Fourteenth day of February, A.D., one thousand nine hundred and thirty-one.

Seal's Place.

William Virdin
Clerk of Orphans' Court.

ORDER OF COURT GRANTING PETITION.
Filed Feb. 24th. 1931.

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

Charles D, Murphy, junior, Louise A. Murphy, et al., versus S. Lawrence Morris, Gordon Smith, Nora Morris, and The Centreville National Bank of Maryland.	Chancery Docket Cause No. 2826.

ORDER OF THE COURT.

The within and aforegoing petition of "The President, Directors and Company of the Farmers' Bank of the State of Delaware", corporation, foreign legal guardian of both Charles D. Murphy, junior, and Louise A. Murphy, infants residing in the State of Delaware but parties to the above entitled cause, has been read and considered.

It is thereupon, on this 23rd day of February in the year nineteen hundred and thirty one, ORDERED, as follows:

That Madison Brown, the trustee of the above entitled cause, be and he is hereby authorized, empowered and directed to pay unto said petitioner as the guardian of Charles D. Murphy, junior, aforesaid, the sum of two thousand three hundred and thirty three dollars and thirty three cents which the said Charles D. Murphy, junior, is entitled to receive out of the proceeds of the sale of the above cause now in the hands of the said trustee as his part of the said sale together with whatever interest which may have accrued thereon provided that the said guardian at the time of the payment shall deliver unto the said trustee a proper release for the payment made.

That Madison Brown, the trustee of the above entitled cause, be and he is hereby authorized, empowered and directed to pay unto said petitioner as the guardian of Louise A. Murphy aforesaid, the sum of two thousand three hundred and thirty three dollars and thirty three cents which the said Louise A. Murphy is entitled to receive out of the proceeds of the sale of the above cause now in the hands of the said trustee as her part of the said sale together with whatever interest which may have accrued thereon provided that the said guardian at the time of the payment shall deliver unto the said trustee a proper release for the payment made.

That the said Madison Brown as the attorney preparing and filing the petition upon which this order is passed be and is hereby allowed for his services out of the sum of money to be paid to the said Charles D. Murphy's guardian as the money of the said Charles D. Murphy the sum of fifteen dollars and the sum of fifteen dollars out of the sum of money to be paid to the said Louise A. Murphy's guardian as the money of the said Louise A. Murphy, the sum so allowed to include the preparation of necessary releases.

Filed Feb. 24th. 1931.

Lewin W. Wickes.

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Cause No. 2847.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the thirteenth day of November, in the year nineteen hundred and thirty, the following Bill of Complaint was brought to be recorded, to wit:

WILLIAM B. JUMP, AND FLORENCE JUMP, HIS WIFE, HARRY M. JUMP, AND ELMA JUMP, HIS WIFE, SADIE JUMP EMORY, AND HOWARD EMORY, HER HUSBAND, AND ANNA JUMP RIFFE NEE JUMP, WIDOW. VS. G. GUERNEY JUMP AND CORA JUMP, HIS WIFE,	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, NO. 2847.

To the Honorable, the Judges of said Court:

Your Orators, complaining, say:

1st. That Your Orators, William B. Jump who is intermarried with Florence Jump, Harry M. Jump who is intermarried with Elma Jump, and Sadie Jump Emory who is intermarried with Howard Emory, all of Queen Anne's County, State of Maryland, and Anna J. Riffe nee Jump, who resides in Wycomico County, in said State, and who is a widow, together with F. Guerney Jump who is intermarried with Cora Jump, are seized and possessed as tenants in common in equal parts of a lot or parcel of land, improved by a frame dwelling house, situated on the northwest side of Liberty side of Liberty Street, in the town of Centreville, Queen Anne's County, Maryland, adjoining on its northeast side the Methodist Episcopal Church property and on its southwest side the property of R. Frank Eaton, known as "Dandy Hall", which said land was acquired by your Orators, the said William B. Jump, Harry M. Jump, Sadie Jump Emory and Anna Jump Riffe, and the said F. Guerney Jump by deed thereof to them from Frances A. Jump, dated the third day of April, nineteen hundred and twenty eight, and recorded in Liber B. H. T. No. 7 folio 572, 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", said lot or parcel of land seized and posessed by your Orators and F. Guerney Jump as aforesaid, being the same lot of land described in the aforesaid deed and described also in the deed to Frances A. Jump from Sidney Bryan dated the third day of February, nineteen hundred and twenty one, and recorded in Liber J. F. R. No. 6 folio 319, 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 "B", except that part of said lot of land that was conveyed unto the said Frances A. Jump as aforesaid that was conveyed by said Frances A. Jump unto Dora P. Chambers by deed dated the thirteenth day of April, nineteen hundred and twenty two, and recorded in Liber J. F. R. No. 8 folio 532, 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 "C".

2nd. That the real estate of which the said William B. Jump, Harry M. Jump, Sadie Jump Emory and Anna Jump Riffe and the said F. Guerney Jump are 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 defendant 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 F. Guerney Jump and Cora Jump who reside in Queen Anne's County, Maryland, commanding them to be and appear in this Court at some certain day, 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.

H. B. W. MITCHELL
SOLICITOR FOR PLAINTIFFS.

Filed Nov. 13th, 1930.

EXHIBIT A
Filed Nov. 13th, 1930.

::::::::::::::::::::::::::::::::::::
#12,937. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the third day of April, in the year nineteen hundred and twenty-eight, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this third day of April, in the year nineteen hundred and twenty eight, by Frances A. Jump, a widow, of Queen Anne's County, in the State of Maryland, witnesseth:

That for and in consideration of the sum of one dollar and other good and valuable considerations, I, Frances A. Jump, do hereby grant and convey unto F. Guerney Jump, Sr., William B. Jump, Harry M. Jump, Sadie Jump Emory, of Queen Anne's County, aforesaid, and Anna Jump Riffe, of Wicomico County, State aforesaid, their heirs and assigns, in fee simple, as tenants in common, the hereinafter described land, to wit:

All of that lot of land located on west or north west side of Liberty Street in twon of Centreville known as the "Sidney Bryan Property", and being bounded on the one side by the property of the Methodist Episcopal Church and on the other side by the Dandy Hall Property and the properties on Water Street back of Dandy Hall, and bounded in the rear by the property Mrs. Charles Cole, this being the same property wherein I do now reside, and being the same land described in a deed to me from Sidney Bryan, et al., said deed bearing date the 3rd. day of February, 1921, and being recorded among the land records for Queen Anne's County aforesaid in Liber J. F. R. #6, folio 319 &c., to which said deed reference is hereby made for a full and more complete description of this land intended hereby to be conveyed.

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

And the said Frances A. Jump hereby warrants specially the land hereby conveyed and covenants to execute such other assurances thereof as may be necessary.

Witness the hand and seal of the said grantor.

Test: Wm. W. Rhodes. Frances A. Jump (SEAL)

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

I hereby certify that on this Third day of April, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Frances A. Jump, and acknowledged the aforegoing deed to be her act and deed.

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

Notary
Public
Seal.

Wm. W. Rhodes
Notary Public.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 7, folios 572, etc., a Land Record Book for Queen Anne's County.

In testimony whereof I have hereunto subscribed my name and affix the seal of the Circuit Court for Queen Anne's County this 13th. day of November, in the year nineteen hundred and thirty.

B. HACKETT TURNER

Seal's
Place.

Clerk.

EXHIBIT B.
Filed Nov. 13th, 1930.

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#8415. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the seventh day of February, in the year nineteen hundred and twenty one, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this third day of February, in the year nine-

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teen hundred and twenty one, by Sidney Bryan, widow, Evelyn B. Whiteley and Frank Y. Whiteley, her husband, Irene Chilcutt and William M. Chilcutt, her husband, of Queen Anne's County, State of Maryland, and William H. Bryan and Esther M. Bryan, his wife, of Delaware County, State of Pennsylvania, parties of the first part, and Frances A. Jump, of Queen Anne's County aforesaid, party of the second part,

WITNESSETH: that for and in consideration of the sum of twenty three hundred dollars, the receipt of which is hereby acknowledged, the said Sidney Bryan, Elalyn Whitely and Frank Y. Whitely, her husband, Irene Chilcutt and William M. Chilcutt, her husband, William H. Bryan and Esther M. Bryan, his wife, do hereby grant and convey unto the said Frances A. Jump, her heirs and assigns forever, in fee simple, all that lot or parcel of land called or known as "The Sidney Bryan Property" situate, lying and being in the town of Centreville in the Third Election District of Queen Anne's County, State of Maryland, on the west or northwest side of liberty Street, bounded on one side by the Methodist Episcopal Church and upon the other side by the property called or known as "Dandy Hall" and the properties on Water Street back of Dandy Hall, and bounded in the rear by the property of Mrs. Charles Cole; being the same land described in the deed from John Wilkinson to Julia A. Davis, dated August, 18, 1858, and recorded in Liber M. B. No. 1 fol. 8 a land record book of Queen Anne's County aforesaid, being the same land of which the said Julia A. Davis died later seized and possessed leaving as her only heirs at law three children, the said Sidney Bryan (who as one of said heirs then acquired one third interest in said property) Julia F. DeFord and John T. Davis; being the same property mentioned in the following deeds; the deed from John T. Davis and Laura Davis, his wife, dated December 11, 1896, and recorded in Liber W. H. C. No. 5, fols. 372 etc. a land record book of Queen Anne's County aforesaid, unto the said Sidney Bryan, who thereby acquired an additional one-third part in said land; in the deed to William W. Bryan, Jr. (now deceased), father of the said Evalyn B. Whitely, Irene Chilcutt and William H. Bryan from the said Julia DeFord and Charles T. DeFord, her husband, dated October 28, 1891 and recorded in Liber W. D. No. 6, fols. 257 etc. a land record book of Queen Anne's County aforesaid; in the deed from Madison brown, trustee, to the said Evalyn B. Whitely, Irene Chilcutt and William H. Bryan, as heirs at law of the said William W. Bryan, Junior, bearing date February third, 1921, and intended to be filed for record among the land record books of Queen Anne's County aforesaid.

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 Sidney Bryan Evalyn B. Whitely, Irene Chilcutt, and William H. Bryan, covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

In witness whereof the said parties of the first part do hereunto affix their names and seals.

	Sidney Bryan.	(SEAL)
Test as to Sidney Bryan:	EVALYN B. WHITELEY	(SEAL)
N. Lucille Bailey.	FRANK Y. WHITELEY	(SEAL)
Test as to Evelyn B. Whiteley and Frank Y. Whiteley, Irene Chilcutt and William M. Chilcutt is:	IRENE BRYAN CHILCUTT	(SEAL)
	WILLIAM M. CHILCUTT	(SEAL)
J. McK. Tilghman.	WILLIAM H. BRYAN	(SEAL)
Test as to William H. Bryan and Esther M. Bryan, his wife:	ESTHER M. BRYAN	(SEAL)
	IRENE BRYAN CHILCUTT	(SEAL)
William N. Groff.	WILLIAM M. CHILCUTT	(SEAL)

State of Pennsylvania, County of Delaware, SCT:-

I hereby certify that on this fourth of February, in the year nineteen hundred and twenty one before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Delaware County aforesaid, personally appeared William H. Bryan and Esther M. Bryan, his wife, and they did each acknowledge the aforegoing deed to be their respective act. In testimony whereof I hereunto affix my name and seal Notarial the day and year first above written.

William N. Groff.
Notary Public.
Notary Public.
Commission expires
April, 1923.

Notary
Public
Seal.

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

I hereby certify that on this third day of February, in the year nineteen hundred and twenty one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Sidney Bryan, and she did acknowledge the aforegoing deed to be her act.

In testimony whereof I hereunto subscribe my name and affix my seal Notarial the day and year first above written.

N. Lucille Bailey
Notary Public.

Notary
Public
Seal.

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

I hereby certify that on this third day of February, in the year nineteen hundred and twenty one, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Evelyn B. Whitely and Frank Whitely, her husband, Irene Chilcutt and William M. Chilcutt, her husband, and they did each acknowledge the aforegoing deed to be their respective act.

In testimony whereof I hereunto affix my name and seal day and year first hereinbefore written.

J. McK. Tilghman.
Justice of the Peace.

Two One Dollar and
One Fifty Cent Internal
Revenue Stamps, endorsed:
SB. Feb. 3-1921.

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 319, etc., a Land Record Book for Queen Anne's County.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 13th. day of November, in the year nineteen hundred and thirty.

Seal's
Place.

B. HACKETT TURNER

Clerk.

EXHIBIT C.
Filed Nov. 13th, 1930.

#9263. QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the twenty eighth day of April, in the year nineteen hundred and twenty two, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this thirteenth day of April, in the year nineteen hundred and twenty two, by Frances A. Jump, widow lady, of Queen Anne's County, in the State of Maryland:-

WITNESSETH that in consideration of the sum of one hundred and fifty dollars, the receipt of which is hereby acknowledged, the said Frances A. Jump does hereby grant and convey unto Dora P. Chambers, her heirs and assigns, in fee simple, the following described real estate, to wit:

All that lot, parcel or strip of land situate, lying and being in the town of Centreville, in the third election district of Queen Anne's County, Maryland, in the rear of the residence property of the said Frances A. Jump (formerly the Sydney Bryan Property) (this strip of land being the garden or rear portion of the said Frances A. Jump residence property) and which said lot, parcel or strip of land also lies immediately in the rear of the Water Street property of Dora P. Chambers, formerly and recently the property of Milton B. Slemmer known as, the Slemmer Shop Property, and also immediately in the rear of other property of Dora P. Chambers, formerly the Ellsroads property, and also immediately in the rear of the property of the late Louisa Ellsroads, which she devised to one Anna Morris (now Anna Morris Cole) and which said lot, parcel or strip of land is bounded on the northeastern side by the Methodist Episcopal Church property, on the southeastern side by the main residence property of the said Frances A. Jump, from which this strip of land is conveyed, and which said lot is more particularly described by points and distances as follows:

Beginning for the same at a point one hundred and twelve feet from the inner edge of the pavement or the foundation corner of the Dandy Hall Property on Liberty Street where the same corners with the Frances A. Jump property, at which said point the property hereby conveyed corners with the properties of Keating & Anthony and the M. B. Slemmer Shop Property of Dora P. Chambers, and running thence by, with and immediately in the rear of the aforesaid Dora P. Chambers Slemmer Shop Property, the Dora P. Chambers' Ellsroads Property; and the Ellsroads Property of said Anna Morris, a distance of one hundred and thirty feet (130 feet) more or less,

to the rear line of the property hereby conveyed; thence in a straight line by and with the said rear line of the property hereby conveyed a distance of thirty (30) feet, more or less, to the a point where the property hereby conveyed corners with the rear line of the M. E. Church Property thence by and with the said M. E. Church Property in a straight line a distance of one hundred and thirty feet to a stone (said stone being 112 feet back from the inner edge of Liberty Street where the property of Frances A. Jump corners with the property of the M. E. Church); and thence from said stone in a straight line a distance of thirty two feet (32 feet) more or less, to the place of beginning. Being a part of the same land conveyed unto the said Frances A. Jump by deed from Sydney Bryan et al. dated February 7th. 1921, and recorded in Liber J. F. R. #6, fol. 319 etc. a land record book for Queen Anne's County aforesaid.

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

And the said Frances A. Jump does hereby covenant that she will warrant specially the property hereby conveyed, and that she will execute such further assurances to said land as may be requisite.

Witness the hand and seal of the grantor.

Test: E. M. Forman. Frances A. Jump. (SEAL)

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

I hereby certify that on this twenty sixth day of April, in the year 1922, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Frances A. Jump, widow-lady, and acknowledged the aforegoing deed to be her act.

Ezekiel M. Forman
Justice of the Peace.

One Fifty Cent Internal
Revenue Stamp, endorsed:
4/13/22 FAJ.

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

I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R. No. 8, folios 532, 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 November, in the year nineteen hundred and thirty.

Seal's
Place.

B. HACKETT TURNER Clerk.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER
Filed Dec. 1st, 1930.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

F. Guerney Jump and Cora Jump

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 December next, to answer the complaint of William B. Jump 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 November, 1930
Issued the 13th. day of November, in the year 1930.

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 December next, being the Return Day.

B. HACKETT TURNER Clerk.

And on the back of the aforegoing subpoena was thus endorsed, to wit:
Summoned ambo Copy left with F. Guerney Jump, Copy left with Cora Jump
Filed December 1st, 1930. Served Nov. 15, 1930. L.B.Perkins
Frank Y. Whiteley, Sheriff.

PETITION TO AMEND BILL
Filed Dec. 5th, 1930.

WILLIAM B. JUMP, AND FLORENCE JUMP, HIS WIFE, HARRY M. JUMP, and ELMA JUMP, HIS WIFE, SADIE JUMP EMORY AND HOWARD EMORY, HER HUSBAND, AND ANNA JUMP RIFFE NEE JUMP, WIDOW. VS. F. GUERNEY JUMP AND CORA JUMP, HIS WIFE.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, No. 2847.

To the Honorable, the Judges of said Court:

The petition of Harry M. Jump and Elma Jump, his wife, Sadie Jump Emory and Howard Emory, her husband, and Anna Jump Riffe nee Jump, widow, to your Honors respectfully sets forth:

1. That on the thirteenth day of November, in the year nineteen hundred and thirteen, your petitioners, together with William B. Jump and Florence Jump, his wife, as plaintiffs filed in this Honorable Court their bill of complaint against F. Guerney Jump and Cora Jump, his wife, praying for a decree for the sale of certain real estate in said bill of complaint described, in the cause No. 2847,

2. That since the filing of said bill of complaint the said William B. Jump and Florence Jump, his wife, have expressed objection to being or remaining parties plaintiff to said cause and your petitioners therefore desire to have the names of the said William B. Jump and Florence Jump, his wife, stricken from the records as plaintiffs in said cause, and have them made defendants to said cause.

Your petitioners therefore pray your Honors to grant unto them leave to amend their said bill of complaint filed in said cause by having the said William B. Jump and Florence Jump stricken from the records as plaintiffs and by making said William B. Jump and Florence Jump defendants to said cause, and may it please your Honors to grant unto your petitioners the writ of supoena directed to the said William B. Jump and Florence Jump, his wife, who reside in Queen Anne's County, Maryland, commanding them to be and appear in this Court on some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

Respectfully submitted.

H. B. W. MITCHELL
SOLICITOR FOR PETITIONERS.

Filed Dec. 5th, 1930.

ORDER OF COURT

ORDERED, by the Circuit Court for Queen Annes Co. in Equity this 5th day of December in the year nineteen hundred and thirty, on the aforegoing petition of Harry M. Jump and Elma Jump, his wife, Sadie Jump Emory and Howard Emory, her husband, and Anna Jump Riffe nee Jump, widow, that the prayer of their said petition for amendment of the bill of complaint in said cause be, and the same is hereby granted, and leave is hereby granted by this Honorable Court unto the said petitioners to amend the bill in said cause filed by striking from the record the names of William B. Jump and Florence Jump, his wife, as plaintiffs, and by making the said William B. Jump and Florence Jump defendants in said cause, together with F. Guerney Jump and Cora Jump, his wife.

LEWIN W. WICKES.

Filed Dec. 6th, 1930.

AMENDED BILL OF COMPLAINT
Filed Dec. 6th, 1930.

AMENDED BILL OF COMPLAINT.

HARRY M. JUMP, AND
ELMA JUMP, HIS WIFE,
SADIE JUMP EMORY, AND
HOWARD EMORY, HER HUSBAND,
AND ANNA JUMP RIFFE NEE JUMP,
WIDOW.
VS.
F. GUERNEY JUMP AND CORA JUMP,
HIS WIFE, AND WILLIAM B. JUMP,

M3850

AND FLORENCE JUMP,
HIS WIFE.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY,
NO. 2847.

To the Honorable, the Judges of said Court:

Your Orators, complaining, say:

1st. That your orators, Harry M. Jump who is intermarried with Elma Jump, and Sadie Jump Emory who is intermarried with Howard Emory, all of Queen Anne's County, State of Maryland, and Anna J. Riffe nee Jump, who resides in Wycomico County, in said State, and who is a widow, together with F. Guerney Jump who is intermarried with Cora Jump, and William B. Jump who is intermarried with Florence Jump, are seized and possessed as tenants in common in equal parts of a lot or parcel of land, improved by a frame dwelling house, situated on the northwest side of Liberty Street, in the town of Centreville, Queen Anne's County, Maryland, adjoining on its northeast side the Methodist Episcopal Church property and on its southwest side the property of R. Frank Eaton, known as "Dandy Hall", which said land was acquired by your Orators, the said Harry M. Jump, Sadie Jump Emory and Anna Jump Riffe, and the said F. Guerney Jump and William B. Jump by deed thereof to them from Frances A. Jump, dated the third day of April, nineteen hundred and twenty eight, and recorded in Liber B. H. T. No. 7, folio 572, 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"; said lot or parcel of land seized and posessed by your Orators and F. Guerney Jump and William B. Jump as aforesaid, being the same lot of land described in the aforesaid deed and described also in the deed to Frances A. Jump from Sidney Bryan dated the third day of February, nineteen hundred and twenty one, and recorded in Liber J. F. R. No. 6 folio 319, 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 "B", except that part of said lot of land that was conveyed unto the said Frances A. Jump as aforesaid that was conveyed by said Frances A. Jump unto Dora P. Chambers by deed dated the thirteenth day of April, nineteen hundred and twenty two, and recorded in Liber J. F. R. No. 8 folio 532, 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 "C".

2nd. That the real estate of which the said Harry M. Jump, Sadie Jump Emory and Anna Jump Riffe and the said F. Guerney Jump and William B. Jump are 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 entitled thereto 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 supoena directed to the said William B. Jump and Florence Jump who reside in Queen Anne's County, 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.

H. B. W. MITCHELL
SOLICITOR FOR PLAINTIFF.

Filed Dec. 6th, 1930.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.
Filed Dec. 11th, 1930.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's Place. William B. Jump and Florence Jump

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 Harry M. Jump 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 December, 1930.
Issued the sixth day of December, in the year 1930.

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 January next, being the Return Day.

B. HACKETT TURNER Clerk.

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

Served by reading the within writ to each of the Defendants and leaving a copy with each of them, this 11th day of December, 1930.

J. Elmer Anthony
Sheriff.
Filed December 11th, 1930.

ORDER TO ENTER APPEARANCE OF JOHN PALMER SMITH, FOR THE DEFENDANTS.
Filed Jan. 23rd, 1931.

HARRY M. JUMP, et al.,
Complaintants,

vs.

F. Guerney Jump, et al.,
Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY CAUSE NO. 2847.

Mr. Clerk:-

Please enter my appearance in the above entitled matter for F. Gurney Jump, Cora Jump, William B. Jump and Florence Jump, the Defendants.

JOHN PALMER SMITH
SOLICITOR FOR DEFENDANTS.

January 23rd, 1931.

AFFIDAVIT AS TO VALUE, MADE BY H. B. W. MITCHELL, SOLICITOR FOR PLAINTIFFS.
Filed Feb. 7th, 1931.

HARRY M. JUMP ET AL,

VS.

F. GUERNEY JUMP ET AL.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

NO. 2847.

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 of complaint filed in this cause is not in excess of twenty five hundred dollars.

H. B. W. MITCHELL
SOLICITOR FOR PLAINTIFFS.

H3580

Subscribed and sworn to before me this seventh day of February, nineteen hundred and thirty one.

B. HACKETT TURNER
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN EQUITY.

Filed Feb. 7th, 1931.

DEFENDANTS' ANSWER.
Filed February 6th, 1931.

Harry M. Jump, et al.,
Plaintiffs,

vs.

F. Gurney Jump, et al.,
Defendants,

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

CHANCERY CAUSE NO. 2847.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

THE ANSWERS of F. Gurney Jump, Cora Jump, his wife, William B. Jump and Florence Jump, his wife, Defendants in the above entitled Cause, unto your Honors, respectfully says:-

That they admit the several matters and things alleged in each and all of the paragraphs of the Bill of Complaint filed in this cause and exhibited.

That they are all adults of legal age and reside in Queen Anne's County, Maryland.

That they consent to the passage of such Decree or Decrees for the sale of the real estate mentioned and described in the Bill of Complaint filed in this Cause as this Honorable Court may pass.

And as in duty bound, etc.,

JOHN PALMER SMITH
Solicitor for Defendants.

FINAL DECREE
Filed Feb. 9th, 1931.

HARRY M. JUMP, AND
ELMA JUMP, HIS WIFE,
SADIE JUMP EMORY, AND
HOWARD EMORY, HER HUSBAND,
AND ANNA JUMP RIFFE NEE JUMP,
WIDOW.

VS.

F. GUERNEY JUMP AND
CORA JUMP, HIS WIFE, AND
WILLIAM B. JUMP, AND
FLORENCE JUMP, HIS WIFE.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY,
No. 2847.

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 7th day of February 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, 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 $2500.00 dollars, and, if personal surety, of $5000.00 dollars conditioned for the faithful performance of the trust reposed

in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' 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 sale, and shall account for the proceeds of the sale of this land 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.

Filed February 9th, 1931.

PETITION TO AMEND BILL OF COMPLAINT
Filed Feb. 21st, 1931.

HARRY M. JUMP AND ELMA JUMP, HIS WIFE, SADIE JUMP EMORY AND HOWARD EMORY, HER HUSBAND, AND ANNA JUMP RIFFE, NEE JUMP, WIDOW. Vs. F. GUERNEY JUMP AND CORA JUMP, HIS WIFE, AND WILLIAM B. JUMP AND FLORENCE JUMP, HIS WIFE.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, No. 2847.

To the Honorable, the Judges of said Court:

The Petition of Harry M. Jump and Elma Jump, his wife, Sadie Jump Emory and Howard Emory, her husband, and Anna Jump Riffe nee Jump, widow, plaintiffs, and F. Guerney Jump and Cora Jump, his wife, and William B. Jump and Florence Jump, his wife, Defendants, and New York Central Iron Works, a body corporate, Madison Brown and H. B. W. Mitchell, Receivers, and International Magazine Company, to your Honors respectfully sets forth:

1. That it has been discovered since the proceedings instituted in the aforesaid cause that there is a judgment of record being No. 22 Trials November Term, 1929, in the Circuit Court for Queen Anne's County, in favor of New York Central Iron Works, a body corporate, against F. Guerney Jump, one of the defendants to this cause and one of your petitioners, in the sum of $334.87, with interest from November fifth, nineteen hundred and twenty nine, and costs of suit; that there is a judgment of record as aforesaid of Madison Brown and H. B. W. Mitchell, Receivers, against the said F. Guerney Jump in the sum of $880.06 with interest from November ninth, nineteen hundred and thirty, and costs of suit, being No. 28 Trials November Term, 1930, and that there is a judgment of record as aforesaid of International Magazine Company against said F. Guerney Jump, being No. 4 Appeals November Term, 1925, in the sum of $20.88, with interest from April twentieth, nineteen hundred and twenty five, and costs of suit.

2. That the said New York Central Iron Works, a body corporate, Madison Brown and H. B. W. Mitchell, Receivers, and International Magazine Company have not been made parties to this cause.

3. That it will be for the benefit and to the advantage of all the parties to this cause, both plaintiffs and defendants and of your other petitioners, for the bill of complaint in this cause to be amended by making said New York Central Iron Works, a body corporate, Madison Brown and H. B. W. Mitchell, Receivers, and International Magazine Company, parties defendant 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 your petitioners, New York Central Iron Works, a body corporate, Madison Brown and H. B. W. Mitchell, Receivers, and International Magazine Company, parties defendant to this cause.

Respectfully submitted.

H. B. W. MITCHELL
SOLICITOR FOR PLAINTIFFS.

JOHN PALMER SMITH
SOLICITOR FOR DEFENDANTS.

#38580

J. H. C. LEGG
ATTORNEY FOR NEW YORK CENTRAL
IRON WORKS, A BODY CORPORATE.

MADISON BROWN

H. B. W. MITCHELL

Receivers.

ORDERED, this 21st day of February, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, in Equity, on the aforegoing petition of Harry M. Jump and Elma Jump, his wife, Sadie Jump Emory and Howard Emory, her husband, and Anna Jump Riffe nee Jump, widow, the plaintiffs in the aforesaid cause; F. Guerney Jump and Cora Jump, his wife, and William B. Jump and Florence Jump, his wife, defendants in said cause, and New York Central Iron Works, a body corporate, Madison Brown and H. B. W. Mitchell, Receivers, and International Magazine Company, being No. 2847 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 New York Central Iron Works, a body corporate, Madison Brown and H. B. W. Mitchell, Receivers, and International Magazine Company, parties defendant to said cause.

LEWIN W. WICKES

Filed February 21st, 1931.

SECOND AMENDED BILL OF COMPLAINT
Filed Feb. 26th, 1931.

SECOND AMENDED BILL OF COMPLAINT

HARRY M. JUMP, AND ELMA JUMP, HIS WIFE, SADIE JUMP EMORY, AND HOWARD EMORY, HER HUSBAND, AND ANNA JUMP RIFFE NEE JUMP, WIDOW. VS. F. GUERNEY JUMP AND CORA JUMP, HIS WIFE, AND WILLIAM B. JUMP, AND FLORENCE JUMP, HIS WIFE, NEW YORK CENTRAL IRON WORKS, A BODY CORPORATE, MADISON BORNW AND H. B. W. MITCHELL, RECEIVERS, AND INTERNATIONAL MAGAZINE COMPANY, DEFENDANTS.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, NO. 2847.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1st. That your orators, Harry M. Jump who is intermarried with Elma Jump, and Sadie Jump Emory who is intermarried with Howard Emory, all of Queen Anne's County, State of Maryland, and Anna J. Riffe nee Jump, who resides in Wycomico County, in said State, and who is a widow, together with F. Guerney Jump who is intermarried with Cora Jump, and William B. Jump who is intermarried with Florence Jump, are seized and possessed as tenants in common in equal parts of a lot or parcel of land, improved by a frame dwelling house, situated on the northwest side of Liberty Street, in the town of Centreville, Queen Anne's County, Maryland, adjoining on its northeast side the Methodist Episcopal Church property and on its southwest side the property of R. Frank Eaton, known as "Dandy Hall", which said land was acquired by your Orators, the said Harry M, Jump, Sadie Jump Emory and Anna Jump Riffe, and the said F. Guerney Jump and William B. Jump by deed thereof to them from Frances A. Jump, dated the third day of April, nineteen hundred and twenty eight, and recorded In Liber B. H. T. No. 7 folio 572, 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", said lot or parcel of land seized and possessed by your Orators and F. Guerney Jump and William B. Jump as aforesaid, being the same lot of land described in the aforesaid deed and described also in the deed to Frances A. Jump frim Sidney Bryan dated the third day of February, nineteen hundred and twenty one, and recorded in Liber J. F. R., No. 6 folio 319, 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 "B", except that part of said lot of land that was conveyed unto the said Frances A. Jump as aforesaid that was conveyed by said Frances A. Jump unto Dora P. Chambers by deed dated the thirteenth day of April, nineteen hundred and twenty-two, and recorded in Liber J. F. R. No. 8 folio 532, 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 "C".

2nd. That the real estate of which the said Harry M. Jump, Sadie Jump Emory and Anna Jump Riffe and the said F. Guerney Jump and William B. Jump are seized and possessed as aforesaid can not be divided and is not suceptible of partition without material loss and injury to the parties enttiled 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 entitled thereto according to their several interests.

3rd. That there is of record in the Circuit Court for Queen Anne's County a judgment against the said F. Guerney Jump in the sum of three hundred and thirty four dollars and eighty seven cents, ($334.87), with interest from November 5th., 1929, and costs of suit, being No. 22 Trials November Term, 1929; a judgment against F. Guerney Jump in favor of Madison Brown and H. B. W. Mitchell, Receivers, in the sum of eight hundred and eighty dollars and six cents, ($880.06), with interest from November 9th., 1930, and costs of suit, being No. 28 Trials November Term, 1930, and a judgment against said F. Guerney Jump in favor of International Magazine Company in the sum of twenty dollars and eighty eight cents, ($20.00), with interest from April 20th., 1925, and costs of suit, being No. 4 Appeals November Term, 1925.

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 supoena directed to the said New York Central Iron Works, a body corporate, Madison Brown and H. B. W. Mitchell, Receivers, and International Magazine Company, commanding them to be and appear in this Court at some certain day, tobe named therein, and answer the premises and abide by and perform such decree as may be passed therein.

H. B. W. MITCHELL
SOLICITOR FOR PLAINTIFFS.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
TO LIE IN OFFICE.
Filed Feb. 26th, 1931.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Madison Brown and H. B. W. Mitchell Receivers,

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 March next, to answer the complaint of Harry M. Jump 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 February, 1931.
Issued the 26th. day of February, in the year 1931.

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 o f the first Monday of March next, being the Return Day.

B. HACKETT TURNER, Clerk.

43580

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
TO LIE IN OFFICE
Filed Feb. 26th. 1931.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO New York Central Iron Works, a body corporate
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 March next, to answer the complaint of Harry M. Jump 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 February 1931
Issued the 26th. day of February in the year 1931.

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 March next, being the Return Day

B. HACKETT TURNER Clerk.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER
TO LIE IN OFFICE
Filed Feb. 26th. 1931.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Seal's International Magazine Company,
Place.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That al excuses set aisde, 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 Harry M. Jump 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 February, 1931.
Issued the 26th. of February, in the year 1931

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 March next, being the Return Day.

B. HACKETT TURNER Clerk.

ANSWER OF INTERNATIONAL MAGAZINE COMPANY
Filed Feb. 26th. 1931.

HARRY M. JUMP, ET AL.,
PLAINTIFFS,

VS.

F. GUERNEY JUMP, ET AL.,
DEFENDANTS.

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

CHANCERY CAUSE NO. 2847.

- - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of International Magazine Company, one of the defendants to the second amended Bill of Complaint filed in the aforesaid cause, unto your Honors, respectfully says:

That it admits the several matters and things alleged in the second amended Bill of Complaint exhibited against it in the aforesaid cause, and each and every paragraph thereof.

That it consents and submits to the passage of a decree passed in the aforesaid cause on the seventh day of February, nineteen hundred and thirty one.

And as in duty bound, etc.

JOHN D. URIE
Solicitor for the International
Magazine Company.

ANSWER OF DEFENDANTS TO PLAINTIFF'S
AMENDED BILL OF COMPLAINT.
Filed Feb. 26th, 1931.

HARRY M. JUMP, ET AL.,
PLAINTIFFS,

VS.

F. GUERNEY JUMP, ET AL.,
DEFENDANTS.

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

CHANCERY CAUSE NO.2847.

To the Honorable, the Judges of said Court:

The Answers of F. Guerney Jump, Cora Jump, his wife, William B. Jump and Florence Jump, his wife, Defendants in the above entitled cause, unto your Honors, respectfully says:

That they and each of them admit the several matters and things alleged in the amended Bill of Complaint exhibited against them and of each and every paragraph thereof.

That they are all adults of legal age and reside in Queen Anne's County, Maryland.

That they submit and consent to the decree passed in this cause on the seventh day of February, nineteen hundred and thirty one.

And as in duty bound, etc.

JOHN PALMER SMITH
SOLICITOR FOR DEFENDANTS.

Filed February 26th, 1931.

ANSWER OF NEW YORK CENTRAL IRON WORKS,
A BODY CORPORATE, DEFENDANT.
Filed Feb. 26th, 1931.

HARRY M. JUMP, ET AL.,
PLAINTIFFS,

VS.

F. GUERNEY JUMP, ET AL.,
DEFENDANTS.

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

CHANCERY CAUSE NO. 2847.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of New York Central Iron Works, a body corporate, one of the defendants to the second amended Bill of Complaint filed in the aforesaid cause unto your Honors,

That it admits the several matters and things alleged in the second Amended Bill of Complaint exhibited against it in the aforesaid cause, and each and every paragraph thereof.

That it consents and submits to the passage of the decree passed in the aforesaid cause on the seventh day of February, nineteen hundred and thirty one.

And as in duty bound, etc.

J. H. C. LEGG
SOLICITOR FOR NEW YORK CENTRAL IRON WORKS, A BODY CORPORATE.

ANSWER OF MADISON BROWN AND H. B. W. MITCHELL RECEIVERS, DEFENDANTS.

HARRY M. JUMP, ET AL., PLAINTIFFS,

VS.

F. GUERNEY JUMP, ET AL., DEFENDANTS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY CAUSE NO. 2847.

- - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Madison Brown and H. B. W. Mitchell, Receivers, Defendants to the second amended Bill of Complaint, in the above entitled cause, unto your Honors, respectfully says:

That they admit the several matters and things alleged in the said second amended Bill of Complaint filed in the above entitled cause, and each and every paragraph thereof.

That they consent and submit to the decree passed in the above entitled cause on the seventh day of February, nineteen hundred and thirty one.

And as in duty bound, etc.

MADISON BROWN

H. B. W. MITCHELL
RECEIVERS.

CERTIFIED COPY OF BOND
Filed Mar. 7th, 1931.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh day of March, in the year 1931, the following Bond was filed for record, to wit:

Know all men by these presents that we, H. B. W. Mitchell of Queen Anne's County, Maryland, as principal and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds as surety, are held and firmly bound 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 19th day of February, nineteen hundred and thirty one.

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 Harry M. Jump et al. vs. F. Gurney Jump et al. said cause being numbered 2847 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 resposed in him by said decree or that may be 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)

Signed, sealed and delivered in the presence of:

Seal's Place.

Maryland Casualty Company
By W. Steuart Anderson.
Attorney in fact.

M. G. Calder.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed March 7th. 1931.

B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 128 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 March, in the year 1931.

Seal's Place.

B. HACKETT TURNER
Clerk.

REPORT OF SALE
Filed Mar. 10th, 1931.

HARRY M. JUMP, ET AL.,	)	IN THE CIRCUIT COURT
VS.	)	FOR
G. GUERNEY JUMP, ET AL.	)	QUEEN ANNE'S COUNTY, IN EQUITY, No. 2847.

To the Honorable, the Judges of said Court:

The Report of H. B. W. Mitchell, Trustee, under the decree passed on the seventh day of February, nineteen hundred and thirty one, 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 between the hours of one o'clock p. m. and one-thirty o'clock, p. m., on Tuesday, March 10th, 1931, in front of the Court House Door, in Centreville, Maryland, and proceeded to sell the property mentioned in said decree, consisting of all that lot, part of a lot, or parcel of land, improved by frame dwelling house, situated on the northwest side of Liberty Street, in the town of Centreville, Maryland, bounded on one side by The Methodist Episcopal Church property, and upon the other side by the property of R. Frank Eaton and others and known as "Dandy Hall", fronting thirty three feet, more or less, on Liberty Street, with a depth of one hundred and twelve feet, more or less, and being thirty two feet, more or less, wide in the rear, and sold the same to Mrs. Margaret M. Seward she being then and there the highest bidder therefor, at and for the sum of two thousand one hundred dollars ($2,100.00)

The purchaser has paid seven hundred dollars as per the terms of sale

H. B. W. MITCHELL
TRUSTEE.

Filed March 10th, 1931.

H38580

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

I hereby certify that on this tenth day of March, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in the State of Maryland, personally appeared H. B. W. Mitchell, Trustee, and made oath that the matters and things set forth in the within and aforegoing 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 March 10th, 1931.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed Mar. 10th, 1931.

PUBLIC SALE
OF
RESIDENTIAL PROPERTY
in Centreville

UNDER AND BY VIRTUE of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in the case of "Harry M. Jump and others vs. F. Guerney Jump and others" being chancery cause No. 2847 the undersigned Trustee will sell at public auction, in front of the Court House Door, in Centreville, Maryland, TUESDAY, MARCH 10 '31 between the hours of 1 o'clock P. M. and 1.30 P. M., the residential property consisting of all that lot, part of a lot or parcel of land, improved by frame dwelling house, situated on the northwest side of Liberty Street, in the town of Centreville, Maryland, bounded on one side by the Methodist Episcopal Church property and upon the other side by the property of R. Frank Eaton and others and known as "Dandy Hall", fronting 33 feet, more or less, on Liberty Street, a depth of 112 feet, more or less, and being 32 feet, more or less, wide in the rear, and being the same land that was conveyed by Frances A. Jump, now deceased, unto F. Gurney Jump, Sr., William B. Jump, Harry M. Jump, Sadie Jump Emory and Anna Jump Riffee by deed dated the third day of April, 1928, and recorded in Liber B. H. T. No. 7 folios 572 etc., a land record book for Queen Annes County with the exception of that part of the land conveyed as aforesaid which was conveyed by the said Frances A. Jump unto Dora P. Chambers by deed dated the 13th day of April, in the year 1922, and recorded in Liber J. F. R. No. 8 folios 532 etc., a land record book for Queen Annes County.

TERMS OF SALE-As prescribed by said decree, one-third of the purchase money cash at the time of the sale, one-third in six months and one-third in twelve months from day of sale, together with interest on all deferred payments from day of sale, or all cash at the option of the purchaser.

H. B. W. MITCHELL, TRUSTEE

J. Elmer Anthony, Auct.

Centreville, Md. March 10, 1931

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale in the case of Harry M. Jump, et al VS F. Gurney Jump, 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 made in said newspaper on the 12th day of February, 1931, being more than twenty days before the Tenth day of March 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed March 10th, 1931.

N I S I

Harry M. Jump et al.	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
F. Guerney Jump et al.	)	IN EQUITY
	)	CHANCERY NO. 2847.

ORDERED, This 10th. day of March, A. D. 1931, 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 13th. 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 13th day of April next.

The Report states the amount of sales to be $2,100.00.

B. HACKETT TURNER Clerk

Filed March 10th. 1931.

CERTIFIED COPY OF ORDER NISI
Filed May 15th, 1931.

N I S I

Harry M. Jump et al.

VS.

F. Guerney Jump et al.

In The Circuit Court for Queen Anne's County in Equity. Chancery No. 2847.

ORDERED, This 10th day of March, A. D., 1931, 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 13th 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 13th day of April next.

The Report states the amount of sales to be $2,100.00.

B. HACKETT TURNER, Clerk.
True Copy,
Test: B. HACKETT TURNER, Clerk.
Filed March 10, 1931.

THE CENTREVILLE RECORD

Centreville, Md., May 14, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifes that the Order Nisi in the case of Harry M. Jump et al vs. F. Gurney Jump et al. In the Circuit Court for Queen Anne's Co. in Equity #2847 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 13 day of April in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown

Filed May 15th, 1931.

ORDER OF COURT RATIFYING SALE
Filed May 15th, 1931.

ORDERED, this 15th day of May 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 reported by H. B. W. Mitchell, Trustee in the aforesaid cause of Harry M. Jump et al VS. F. Guerney Jump et, No. 2847 in this Court, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order nisi. The Trustee is allowed the usual commissions and all expenses not personal, upon producing the proper vouchers therefor before the Auditor.

LEWIN W. WICKES.

Filed May 15th, 1931.

H3858o

Petition for appointment of
Special Auditor filed Oct. 12th.1931.

Harry Jump et al.	(	In the Circuit Court for
	)	Queen Anne's County,
Vs.		in Equity,
	(	
F.Gurney Jump et al.	)	No. 2847.

To the Honorable, the Judges of said Court:-

The petition of H.B.W.Mitchell, Trustee of the aforesaid cause, to your Honors respectfully sets forth:

That the sale of the real estate in the aforesaid cause has been finally ratified and confirmed by this Honorable Court and the purchase money has been fully paid and the cause stands ready for an account and audit to be made of the proceeds of the sale.

That Madison Brown, Esq. the Auditor of this Honorable Court, is disqualified to act as Auditor in this case and so states.

Your petitioner, therefore, prays your Honors to pass an order appointing a Special Auditor to state an account and audit in this case and referring the proceedings to him for that purpose.

Respectfully submitted.

H.B.W.Mitchell.
Trustee.

Order of Court appointing Richard T.Earle
Special Auditor, filed Oct. 13th.1933.

ORDERED, this 12th. day of October, nineteen hundred and thirty one, on the aforegoing petition of H.B.W.Mitchell,Trustee, that Richard T.Earle, be and he is hereby appointed Special Auditor in the case of Harry Jump et al Vs. F.Guerney Jump et al. said cause being No. 2847 in the Circuit Court for Queen Anne's County, in Equity, to state an account and audit the proceeds in said case and the proceedings of said cause are hereby referred to him to state an account and audit therein.

Filed Oct.13th.1931. Thomas J.Keating.

Waiver and Notice
to the Auditor filed
Oct. 22nd. 1931.

Harry M.Jump et al. Complainants.	(	In the Circuit Court
	)	for
VS,		
	(	Queen Anne's County,
F.Gurney Jump et al. Defendants.	)	in Equity.

Chancery Cause No. 2847.

IN CONSIDERATION of the sum of One dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, I do hereby transfer and assign all of my right, title and interest in and to my distributive share in the net proceeds of sale in the above entitled cause unto my daughter, Margaret J.Seward.

Witness my hand and seal this fourteenth day of October, 1931.

Witness: John Palmer Smith. F.Guerney Jump. (SEAL)

Harry Jump et al. Complainants	(	In the Circuit Court
	)	for
VS.		
	(	Queen Anne's County,
F.Guerney Jump et al., Defendants.	)	in Equity.

Chancery Cause No. 2847.

To Richard T.Earle, Special Auditor.

THIS IS TO NOTIFY you that I do hereby waive any claim to allowance on account of the judgment assigned to me, said judgment being in the case of Madison Brown, and H.B.W.Mitchell, Receivers, Vs. F.Guerney Jump. No. 22 Trials, November Term,1930, in the sum of $880.00 rendered in the Circuit Court for Queen Anne's County, Maryland, and that the net proceeds of sale in the above entitled cause of the distributive share of F.Guerney Jump may be audited to me under and by virtue of the assignment from the said F.Guerney Jump to me, said assignment bearing date the 14th.day of October,1931, and filed in these proceedings.

Dated at Centreville,Md. Oct. 20th. 1931, Margaret J.Seward.
Witness: John Palmer Smith.

Report and Account of Special Auditor
filed Oct. 22nd. 1931.

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

William B.Jump and others (
versus) Cause No; 2847.
F.Guerney Jump and others. (

To the Honorable, the Judges of said Court:

The report of Richard T.Earle, special auditor of this cause, unto Your Honors respectfully sets forth:-

That prior to stating the within audit, he took before the Clerk of the Court the oath as special auditor required by law.

That it appears from the proceedings of this cause that at the time of the sale of this cause five persons, to wit: William B.Jump, Harry M.Jump, Sadie Jump Emory, Anna Jump Riffe, and F.Gurney Jump, hereinafter called owners, were entitled to the property sold and therefor to the net proceeds of sale in equal parts.

That it appears from the proceeds of the cause that New York Central Iron Works, Madison Brown and H.B.W.Mitchell, receivers and International Magazine Company, held judgments at the time of the sale against F.Gurney Jump and as such judgment creditors were made parties to the suit. Your auditor ascertained propr to stating the audit from the Judgment record books in the office of the Clerk of this Court that the judgment of the New York Central Iron Works and the judgment of the International Magazine Company have been satisfied as of record and he received information from J.H.C.Legg, the attorney of record in each judgment, that the judgments had been satisfied and therefore were to be disregarded in the distribution hereinafter made of the sale.

The judgment of Madison Brown and H.B.W.Mitchell, receivers, was after they had been made parties to the cause assigned by them to Margaret J.Deward; that F.Gurney Jump, since the sale, by an assignment in writing filed in this cause has assigned his net proceeds of sale unto the said Margaret J.Seward, who is therefore entitled to said judgment as well as the proceeds of the sale assigned by F.Gurney Jump; that the said Margaret J.Seward has filed with the auditor a direction in writing that she did not desire to take anything under the judgment but did desire to have distributed to her that part of the sale to which F.Gurney Jump was entitled without regard to the judgment; a certified copy of the judgment showing the assignment to Margaret J.Seward has been filed in the cause and the direction of the said Margaret J.Seward to disregard the judgment will be filed with this audit as part thereof.

That in the within account the trustee is charged with the gross amount of the sale made by him and is thereout allowed his commissions for making the sale, the costs of advertising notice of sale and the several orders nisi of the cause, the cost of his bond, the charges of the auctioneer for crying the sale, the court costs of the cause and the fee of the auditor.

The balance remaining after these allowances is the net amount for distribution among said owners and us, by the within account, distributed unto them in equal parts, save that Margaret J.Seward, assignee of F.Gurney Jump, is awarded the share of the said F.Gurney Jump.

Which is respectfully submitted.

Richard T.Earle.
October 22nd.1931. Special Auditor.

Cause No. 2847.

The proceeds of the sale of the real estate of William B.Jump and others in account with H.B.W.Mitchell, the trustee apppinted by the decree filed in this cause to make sale of said real estate.

1931	Cr.	
March 10,	By gross amount of the sale so made, per report of trustee filed, to wit: the sum of	$2,100.00
	DR.	
" "	To H.B.W.Mitchell, trustee for his commissions for making the sale, per rule of court, to wit:-	$127.00
	To do., for the costs of advertising the sale in Centreville Observer, per account for same receipted and exhibited, to wit: the sum of	33.75
	To do., for the costs of advertising the order nisi on sale in Centreville Record, per receipted account for same exhibited, to wit; the sum of	5.00
	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	10.00
	To do., for the amount paid J.E.Anthony, auctioneer, for crying the sale, per receipted account for same exhibited, to wit: the sum of	15.00

138580

To do., for the court costs of this cause, per statement of Clerk exhibited as follows:			
Costs of B.H.Turner, Clerk	$38.00		
Costs of F.Y.Whiteley, Sheriff	1.20		
Appearance fee of Plaintiff's attornies	10.00		
Appearance fee of defendants' attorney	10.00	59.20	
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 Richard T.Earle, special auditor, for stating this account, the sum of		9.00	
		$261.95	
To balance carried forward, the sum of		1,838.05	
		$2,100.00	$2,100.00

Cause No. 2847.

CR.

By amount brought forward, being the net proceeds of the sale, to wit: the sum of	1,838.05

DR.

Distribution among owners.

To William B.Jump.....1/5 of above balance, to wit:	$367.61
To Harry M.Jump.....1/5 of above balance, to wit:	367.61
To Sadie Jump Emory.....1/5 of above balance, to wit:	367.61
To Anna Jump Riffe.....1/5 of above balance, to wit:	367.61
To Margaret Jump Seward, Assignee of F.Gurney Jump .....1/5 of above balance, to wit:	367.61
	$1,838.05
	$1,838.05

Richard T.Earle.
Special Auditor.

October 22,1931.

Filed October 22nd. 1931.

Nisi Ratification
of Audit filed Oct. 22nd. 1931.

NISI RATIFICATION OF AUDIT.

William B.Jump and others — In the Circuit Court

Vs. — for Queen Anne's County,

F.Gurney Jump and others. — in Equity. Case No. 2847.

ORDERED, this 22nd. day of October, in the year nineteen hundred and thirty one, that the Report and Account filed in these proceedings by Richard T.Earle, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of November, 1931, provided a copy of this order be published once a week, in each of two successive weeks before the 14th. day of November, 1931, in some newspaper printed and published in Queen Anne's County.

Filed Oct. 22nd. 1931. — B.Hackett Turner, Clerk.

Certificate of publication
of Nisi Ratification of Audit
filed Nov. 9th. 1931.

Nisi Ratification of Audit

William B.Jump and others — In the Circuit Court

Vs. — for Queen Anne's County,

F.Gurney Jump and others. — In Equity, Case No. 2847.

ORDERED, this 22nd. day of October, in the year nineteen hundred and thirty one, that the Report and Account filed in these proceedings by Richard T.Earle, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of November, 1931, provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of November, 1931 in some newspaper printed and published in Queen Anne's County.

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

Filed Oct. 22nd1931.

THE CENTREVILLE RECORD.
Centreville, Md.. Nov. 9th. 1931.

The Centreville Record Publishing Co. hereby certifies that the Nisi Ratification of Audit in the case of Wm.B.Jump & others Vs. F.Gurney Jump & others, Case No. 2847, 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 November, in the year 1931.

The Centreville Record Publishing Co.
By L.Hopkins.

Filed Nov. 9th. 1931.

Final Order of Court Ratifying
Audit filed Sept. 25, 1933.

ORDERED, this 23rd. day of November, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing Report and account of the Auditor be, and the same are hereby finally 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 Trustee is directed to apply the proceeds accordingly, with a due proportion of interest to the distributive shares and commissions as the same has been or may be received.

Lewin W.Wickes.

Filed Sept. 25, 1933.

H38580

H38580

H38580

CHANCERY CAUSE NO. 2842.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the nineteenth day of September, 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.

J. Lemurl Roberts, Assignee,
Complainant,

vs.

William T. Dukes and
Tina L. Dukes, his wife,
Defendants.

B. Hackett Turner, Clerk of said Court:-

You will docket suit as per above titling, enter my appearance for the complainant, file a certified copy of the mortgage from William T. Dukes and Tina L. Dukes, his wife, to Roland Morris, recorded in Liber J.F.R. #1, folio 507 & etc., together with certified copies of the assignment of said mortgage to Emma Price and assignment from the said Emma Price to the Complainant, also a statement of the mortgage debt.

Richard T. Earle
Solicitor for Complainant.

Filed Sep. 19th. 1930.

STATEMENT OF MORTGAGE INDEBTEDNESS.
Filed Sept. 19th. 1930.

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

J. Lemuel Roberts, assignee,
Complaint.

vs.

William T. Dukes and
Tina L. Dukes, his wife,
Defendant.

STATEMENT OF MORTGAGE INDEBTNESS.

William T. Dukes and Tina L. Dukes, his wife,

To J. Lemeul Roberts, Assignee, Dr.

Principal amount of Mortgage Indebtness date Jan. 8th. 1919, remaining unpaid	$1,200.00
Interest remaining unpaid as of July 8th. 1929	26.00
Interst on Mortgage Indebtness from July 8th. 1929 to Sept. 19th. 1930	87.00
Commissionsoon above amounts	86.28
Total amount of indebtness	$1,399.28

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

I hereby certify that on this 19th. day of September, 1930, personally appeared before me, a Notary Public of the State of Maryland in and for Queen Anne's County, J. Lemuel Roberts, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing statement of mortgage indebtedness are true to the bestof his knowledge and believe.

As witness my hand and Notarial Seal.

Notary
Public
Seal.

William W. Rhodes
Notary Public.

Mortgage placed by J. Lemuel Roberts, Assignee, in my hands for collection & above cOmmission due me.

Richard T. Earle.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS°
Filed Sept. 19th. 1930.

$6793. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the ninth day of January, in the year nineteen hundredand nineteen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this Eighth day of January, in the year nineteen hundred and nineteen, by William T. Dukes and Tina L. Dukes, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said William T. Dukes is justly indebted unto Roland Morris, of Queen Anne's County, in the State of Maryland, in the full and just sum of TWELVE HUNDRED DOLLARS, for money loaned and advanced him, the said William T. Dukes, by the said Roland Morris, to enable him to complete the payment of the purchase price of the hereinafter mentioned and described real estate, and

WHEREAS, the said sum of twelve hundred dollars so loaned and advanced was used by the said William T. Dukes, in completing the payment of the purchase money of the said real estate, and

WHEREAS, it is hereby agreed by and between the parties to this mortgage, that the said sum of TWELVE HUNDRED DOLLARS shall be paid to the said Roland Morris at the expiration of three years from the date of this mortgage, with interest thereon in the meantime payable semi annually from the date of this mortgage at the rate of six per centum per annum, and

WHEREAS, it is hereby further agreed that the said William T. Dukes shall have the privilege of making partial payments on account of the said principal mortgage debt secured by this mortgage, provided that such partial payment shall in each case amount to not less than one hundred dollars, and provided further that such partial payment shall in each case be made only at the time of the maturity of an interest payment, and in the event of any such partial payment being made as aforesaid, interest on the amount of such partial payment shall cease from the date of the interest period upon which same is paid.

AND WHEREAS, it was the express precedent agreement and condition to the making of said loan and advance, that said sum of twelve hundred dollars and the interest to accrue thereon as aforesaid, and the prompt payment of same at the times hereinabove set forth, should be secured and assured by this mortgage;

NOW THEREFORE, this mortgage witneeseth, that for and in consideration of the premises and the sum of one dollar, receipt of which is hereby acknowledged, the said William T. Dukes and Tina L. Dukes, his wife, do hereby grant and convey unto the said Roland Morris, his heirs and assigns, in fee simple, ALL that tract, part of a tract or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, in the State of Maryland, on the left or westerly side of the public road leading from Centreville to Burrissville, adjoining the lands of Jesse Kilson, Carrie Richardson, Elijah B. Green, Jr. and David Kennedy, and more particularly described by metes, bounds, courses and distances, as follows;

BEGINNING for the same, in the middle of the aforesaid public road at a point opposite a stone along the divisional line between this property and the Jesse Kilson property, and running with said line, south fifty seven degrees fifteen minutes west, twenty six rods; thence south fifty nine degrees thirty minutes west, nineteen and seventy five one hundredths rods to a stone along the Richardson line; thence with the divisional line between the land hereby conveyed and the land of Carrie Richardson, north fifty nine degrees thirty minutes west, forty eight rods to a stone along the line of Elijah B. Green, Jr.; thence with the divisional line between the land hereby conveyed and the land of Elijah B. Green, Jr., north three degrees east, thirty three and seven tenths rods to a stone; thence north eighty nine degrees thirty minutes east, eighteen and five tenths rods to a stone, a corner for the David Kennedy land; thence south, twenty degrees forty five minutes east, twelve and eight tenths rods to a stone, also a corner for the David Kennedy land; thence north, sixty four degrees thirty minutes east, forty rods to the middle of the aforesaid public road; thence with the middle of said public road, south twenty six degrees thirty minutes east, forty three and eight tenths rods to the place of beginning, containing twenty anddeleven one hundredths acres of land, more or less, the land hereby conveyed or intended so to be, being the same land that was conveyed to the said William T. Dukes by deed from Edward K. Rothwell and Mary S. Rothwell, his wife, bearing date the third day of January, in the year Nineteen hundred and nineteen and to be recorded among the Land Record Books for said Queen Anne's County, immediately preceding these presents.

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

AND it is hereby agreed that, in the event of 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 T. Dukes, his heirs, executors, administrators or assigns, shall well and truly pay to the said Roland Morris, his executors, administrators or assigns, the aforesaid sum of Twelve hundred dollars and the interest

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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 William T. Dukes, his heirs and assigns shall possess said property.

AND the said William T. Dukes, for himself, his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intendedtto be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured the improvements on said premises to the amount of their insurable value, in some Company or Companies approved by the said Roland Morris, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, 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 Roland Morris, his executors, administrators or assigns, or CHARLES E. TUCKER, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said William T. Dukes, 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 Roland Morris, his executors, administrators, successors or assigns, or CHARLES E. TUCKER, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said William T. Dukes, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hands and seals of the said Mortgagors, the day and date first above written.

TEST: William T. Dukes (SEAL)

C. S. Jump. Tina L. Dukes (SEAL)

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

I hereby certify, that on this Eighth day of January, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County, personally appeared William T. Dukes and Tina L. Dukes, his wife, the within named mortgagors, and each acknowledged the aforegoing mortgage to be their respective act, and at the same time, personally appeared Roland Morris, the within named mortgagee, and made oath in due form of law, that the consideration as set forth in the aforegoing mortgage is just, true and bona fide as therein set forth.

C. S. Jump
Justice of the Peace.

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

For value received, I hereby transfer and assign the within and aforegoing mortgage to Emma Price, without recourse or guarantee.

Witness my hand and seal, this twenty eighth day of August, nineteen hundred and twenty three.

Witness: Katherine Fowler. Roland Morris (SEAL)

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

For value received, I hereby transfer and assign the within and aforegoing mortgage unto J. Lemuel Roberts, for foreclosure and collection only.

Centreville, Maryland.
September 17th. 1930.

Witness my hand and seal this 18th. day of September, in the year Nineteen Hundred and thirty.

Witness: Ella Roberts.

Emma Price (SEAL)

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

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. #1, folios 507 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 September, nineteen hundred and thirty.

B. Hackett Turner
C L E R K.

CERTIFIED COPY OF BOND.
Filed Oct. 21st. 1930.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty first day of October, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, J. Lemuel Roberts as principal, and The New Amsterdam Casualty Company, a body corporate, duly authorized to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of fifteen hundred dollars ($1500.00), current money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 18th. day of October, in the year nineteen hundred and thirty.

WHEREAS, William T. Dukes and Tina L. Dukes, his wife, by a certain mortgage, dated the 8th. day of January, 1913, duly executed, acknowledged and recorded in Liber J.F.R. #1, folios 507 etc., a land record book for Queen Anne's County, Maryland, conveyed a certain tract of land therein described to one Roland Morris to secure the payment of $1,200.00 and interest thereon to accrue; which said mortgage was assigned to Emma Price by the said Roland Morris, and by the said Emma Price to J. Lemuel Roberts for the purpose of foreclosure and collection only, which said assignment are duly recorded among the land records for Queen Anne's County, Maryland.

AND WHEREAS, said mortgage provided that in case of default being made in any of the covenants of said mortgage that the said Roland Morris or his assigns, should have the power and authority to sell said mortgaged premises.

AND WHEREAS, default has been made in the condition of said mortgage and the said J. Lemuel Roberts, assignee, is about to execute said power of sale by selling said mortgaged premises.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden J. Lemuel Roberts, shall well and faithfully perform the trust reposed in him by said power in said mortgage and shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds derived therefrom, then the above obligation to be void, otherwise to be & remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Seal's Place.

Wm. Purnell Brown.

Wm. Purnell Brown.

J. Lemuel Roberts. (SEAL)
Principal.
New Amsterdam Casualty Co.,
By McKenney & Price.
Its Attorney in fact.
Surety.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and bond filed October 21st. 1930.

B. Hackett Turner, Clerk.

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STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 1, fol. 104 etc., a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 21st. day of October, in the year 1930.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Oct. 24th. 1930.

J. Lemuel Roberts, Assignee,	(	In the Circuit Court for
vs.	)	Queen Anne's County, in Equity.
William T. Dukes and	(	Cause #2841
Tina L. Dukes, his wife.	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of J. Lemuel Roberts, Assignee to your Honors, respectfully shows:

That a default having occurred in a mortgage given by the defendants to one Roland Morris, who assigned the said mortgage to Miss Emma Price, who assigned the same to J. Lemuel Roberts, Assignee, who after docketing suit, filing a certified copy of said mortgage, assignments, statement of mortgage indebtness and before sale filing a approved bond for the faithful performance of his duties, and after giving notice of said sale once a week for three successive weeks, Sept. 25th; Oct. 2nd; Oct. 9th; making more than 20 days previous notice of sale, in the Centreville Record; a newspaper of general circulation, printed and published in Queen Anne's County, setting forth the time, place, manner and terms of sale, your assignee did on Tuesday, the 21st. day of October, 1930, attend said sale in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, in accordance with the certificate of advertisement of sale, hereto attached, and after having said sale announced that the seller would be responsible for all taxes until the expiration of the year 1930, and give possession of said premises upon ratifycation of sale, did offer the said property for sale to the highest and best bidder in accordance with the terms of said sale, between the hours of 1 o'clock P.M. and 2 o'clock P.M. The said property so offered being described as follows, to wit: All that valuable farm situate and being in the Third Election District of Queen Anne's County, Maryland, on the left side or westerly side of the public road leading from Centreville to Burrisville, adjoining the lands of Jesse Kilson, Carrie Richardson, Elijah B. Green, Jr., and David Kennedy and contains Twenty and eleven one hundredths acres of land, more or less. Your assignee reports further that since the said mortgage was assignee to him for the purpose of foreclosure and collection by the said Emma Price, and that since the said Emma Price has died between the date of said assignment and the day of sale, leaving a last will and testament in which she devised, with the exception of a small legacy, all of her property to Ella Roberts, that your assignee had said property struck off by the auctioneer to the said Ella Roberts at and for the sum of $950.00, that being the highest and best bid received therefor.

A certificate of the advertisement of sale attached hereto is filed herewith.

Respectfully submitted.

J. Lemuel Roberts
Assignee.

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

I hereby certify that on this 24th. 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, Maryland, personally appeared J. Lemuel Roberts, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true as therein stated to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

Filed October 24th. 1930.

I hereby certify that the taxes, state and county, for year 1930, of the property described above, were by the announced terms of sale to be paid out of proceeds of sales.

J. Lemuel Roberts.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Oct. 24th. 1930.

PUBLIC SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power of sale contained in a certain mortgage from William T. Dukes and Tina L. Dukes, his wife, to Roland Morris, dated the 8th day of January, 1919, and assigned toEmma Price, who assigned the same to J. Lemuel Roberts, recorded in Liber J. F. R. No. 1, folios 507 etc., default having occured in said mortgage, the undersigned, assignee, will offer at public sale to the highest bidder, in front of the Court House Door at Centreville, Maryland, on TUESDAY, OCT. 21, 1930, between the hours of 1 o'clock and 2 o'clock P.M.,

ALL THAT VALUABLE FARM situate and being in the Third Election District of Queen Anne's County, Maryland, on the left side of westerly side of the public road leading from Centreville to Burrisville, adjoining the lands of Jesse Kilson, Carrie Richardson, Elijah B. Green, Jr. and David Kennedy and containing 20 AND 11/100 ACRES OF LAND, more or less, together with all improvements thereon.

TERMS OF SALE--One-third of the purchase money on day of sale and balance to be paid in two equal installments of 3 and 6 months from day of sale. Deferred payments to bear interest from day of sale, security approved by the undersigned, or all cash at option of the purchaser.

J. LEMUEL ROBERTS, Assignee
RICHARD T. EARLE, Solicitor.
J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD.

CENTREVILLE, MD. Oct. 24, 19

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Public Sale of ValuableReal Estate in the case of J. Lemuel Roberts, Assignee, vs. Wm. T. Dukes & Tina L. Dukes, 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 three successive weeks before the 21 day of October in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown.

N I S I.

J. Lemuel Roberts, Assignee,	(IN THE CIRCUIT COURT
vs.	) FOR QUEEN ANNE'S COUNTY
William T. Dukes and Tina L. Dukes, his wife.	(IN EQUITY.
	) CHANCERY NO. 2842.
	(

ORDERED, This 24th day of October, A.D., 1930, that the sale of the real estate made and reported in this cause by J. Lemuel Roberts, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. 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 29th day of November next.

The Report states the amount of sales to be $950.00.

Filed October 24th. 1930. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Jany. 8th. 1931.

NISI.

J. Lemuel Roberts, Assignee,
vs.
William T. Dukes and Tina L. Dukes, his wife.

In The Circuit Court for Queen Anne's County, In Equity. Chancery No. 2842.

ORDERED, This 24th day of October, A.D. 1930, that the sale of real estate made and reported in this cause by J. Lemuel Roberts, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th 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 29th

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day of November next.

The Report states the amount of sales to be $950.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed October 24th. 1930.

THE CENTREVILLE RECORD.

CENTREVILLE, MD. Jan. 8th. 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of J. Lemuel Roberts, Assignee, vs. Wm. T. Dukes and Tina L. Dukes, his wife, #2842, 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 29 day of November in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

ORDER OF COURT.

ORDERED, this 17th. day of January, 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 sale of the real estate made by J. Lemuel Roberts, Assignee, mentioned and described in the aforegoing Report of Sale filed in the above cause and mentioned and described in the aforegoing order nisi, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with the preceding order nisi.

Filed January 20th. 1931. Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed Jany. 20th. 1931.

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

J. Lemuel Roberts, assignee,
versus
William T. Dukes. } Chancery Cause No. 2842.

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 sale of the mortgaged property under a power of sale contained in the mortgage described in this cause and the proceeds of the sale made and reported are not sufficient for the payment of the mortgage indebtedness in full.

That in the within account the auditor has charged J. Lemuel Roberts, the party making the sale of the cause, with the gross amount of the sale made by him and then he has then thereout allowed the said J. Lemuel Roberts his commissions for making the sale, per terms of the mortgage, the court costs of the cause, the cost of his bond filed herein, costs of advertising the notice of sale and the several orders nisi of the sale, costs of insurance, on the property obtained by him, taxes for three years on the property sold and the fee of the auditor. The balance remaining after these allowances is also awarded unto J. Lemuel Roberts as assignee of mortgage in part payment of the mortgage claim due on the day of the sale.

The auditor has made and appends below a statement of the mortgage indebtedness after application to the debt of the net proceeds of this sale.

Which is respectfully submitted.

Madison Brown
Auditor.

January 20, 1931.

STATEMENT OF MORTGAGE DEBT.

William T. Dukes to J. Lemuel Roberts, assignee,	DR.
To amount of the principal mortgage debt due October 21, 1930, under mortgage described in this cause, per statement filed-	$1,200.00
To interest remaining unpaid on July 8, 1929,	26.00
To interest on principal debt from July 8, 1929 to Oct. 21, 1930,	92.40
	$1,318.40
To five per cent. commissions of R. T. Earle in whose hands the mortgage has been placed for collection,	65.92
Total amount of debt due October 21, 1930,	$1,384.32
Credit-by net proceeds of sale of this cause,	749.46
Amount due after sale of October 21, 1930,	$ 634.86

January 20, 1931.

Madison Brown
Auditor.

Filed January 20th. 1931.

Cause No. 2842.

The proceeds of the sale of the mortgaged real estate of William T. Dukes, mortgagor, in account with J. Lemuel Roberts, as the assignee of the mortgage described in this cause and as the vendor thereunder of the real estate sold in this cause.

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Oct.
21. By gross amount of the mortgage sale, per report of sale filed in this cause, to wit: the sum of $950.00

CR.

DR.

To J. Lemuel Roberts, person making the sale for his commissions for so doing, per terms of the mortgage,		$ 64.25	
To do., for following court costs of suit, per Clerk's Bill of Costs, to wit:			
Costs of B. H. Turner, Clerk	$18.75		
Appearance fee of R.T. Earle	10.00	28.75	
To do., for cost of advertising in Centreville Record notice of sale and order nisi thereon, per receipted account for same exhibited, to wit: the sum of		25.00	
To do., for the costs of his bond with corporate surety thereon filed in this cause, per receipted account for same exhibited, to wit: the sum of		10.00	
To do., for the costs of insurance against fire obtained by him on mortgaged property, per account for same exhibited, to wit: the sum of		8.86	
To do., for State and County taxes on the mortgaged property paid by him for			
year 1928-per receipted statement exhibited	$18.07		
year 1929-per receipted statement exhibited	17.10		
year 1930-per receipted statement exhibited	16.01	51.18	
To do., for the costs of advertising the order nisi to be passed as to this report and account, the sum of		3.00	
To do., for the charges of J. E. Anthony for crying the sale made, the sum of		5.00	
To Madison Brown, auditor, for stating this account		4.50	
		200.54	
To J. Lemuel Roberts, assignee of mortgage, in part payment of the amount due to him on day of sale under said mortgage, this balance, to wit:		749.46	
		$950.00	$950.00

January 20, 1931.

Madison Brown
auditor.

Filed January 20th. 1931.

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NISI RATIFICATION OF AUDIT.

J. Lemuel Roberts, Assignee, (IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S COUNTY
vs. (
IN EQUITY.
William T. Dukes and wife.)
CASE NO. 2842.

ORDERED, This 20th. 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 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.

Filed Jany. 20th. 1931. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Feb. 14th. 1931.

NISI RATIFICATION OF AUDIT.

J. Lemuel Roberts, Assignee,
vs.
William T. Dukes and wife.

In The Circuit Court for Queen Anne's County, in Equity. Case No. 2842.

ORDERED, This 20th 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 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., Feb. 13, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of J. Lemuel Roberts, Assignee, vs. Wm. T. Dukes and wife, Case No. 2842, 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.

By L. Hopkins.

FINAL ORDER RATIFYING AUDIT.

ORDERED, this 16th. day of February, 1931, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and aforegoing report & account of the auditor, be and it is hereby ratified & confirmed, no cause to the contrary having been shown although notice appears to have been given as per certificate of publication of nisi thereon filed herein.

Filed February 16th. 1931. Lewin W. Wickes.

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Cause No. 2845.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the ninth day of October, in the year nineteen hundred and thirty, 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, mortgagee, (
vs.)
Benjamin Franklin Huggins, Jr. (
)

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 mortgage given by Benjamin Franklin Huggins, Junior, to Madison Brown, dated January 3, 1929, and recorded in Liber B. H. T. No. 9, a land record book in your office, on folio 147, the suit being for the foreclosure of said mortgage.

Enter my appearance for the plaintiff.

MADISON BROWN

CERTIFIED COPY OF MORTGAGE
Filed Oct. 9th, 1930.

::::::::::::::::::::::::::::
#13,448. 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 Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this third day of January, in the year nineteen hundred and twenty nine, between Benjamin Franklin Huggins, junior, of Queen Anne's County, State of Maryland, hereinafter called "mortgagor", which expression shall include his heirs, executors, administrators and assigns, wherever the context will permit or shall require, party of the first part, and Madison Brown, of the same place, hereinafter called "mortgagee", which expression shall include his executors, administrators and assigns whever the context will permit or shall require, party of the second part.

WHEREAS the mortgagor is justly indebted unto the mortgagee for cash loaned in the full sum of two hundred twenty five dollars for which he has drawn and passed unto the mortgagee his promissory note payable to the order of the mortgagee at the Church Hill Bank of Maryland, one year after its date (which is the same date as these presents bear), drawn in the sum of two hundred twenty five dollars with interest from date);

WHEREAS it was a condition of said loan that these presents should be given to secure the sum so loaned and said note and any renewal of said note whether in whole or in part, which might in the future be accepted by the mortgagee.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH; that the said mortgagors, for and in consideration of the premises and of the sum of one dollar, does hereby grant and convey unto the mortgagee, in fee simple, all that lot of land called or known as "The George Teat Property", "The Benjamin Teat Property", "The Frank Huggins Property", situate, lying and being in the Seventh Election District of Queen Anne's County in the State of Maryland, on the right side of the road leading from Millington to Crumpton, adjoining the land of George Neal, the mansion house property of Mabel Gordon and the land of Walter Mallalieu, and containing 10 acres, 1 rood and 1 perch of land, more or less, and being composed of two contiguous lots of land which Bertha Lee Miller, by her deed dated January 26, 1918, and recorded in Liber W. F. W. No. 11, on folio 487, granted unto William T. Nickerson, who by deed dated October 9, 1918, recorded in Liber J. F. R. No. 1, on folio 355, granted unto George W. Teat, who died seized and possessed thereof and who by his last will and testament devised the same unto Benjamin F. Teat for lie with the remainder unto the mortgagor by the name of Frank Huggins, Junior, who because the said Benjamin F. Teat is now dead is seized and possessed in fee simple of said land.

(Note: The libers above mentioned are land record books of Queen Anne's County; the will above mentioned bears date October 17, 1922, and is recorded as a duly probated will in Liber W. T. B. No. 1, a will record book of said county, on folio 344).

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

PROVIDED, that if the mortgagor shall pay the debt and each note is hereby secured at the maturity of the same and shall keep and perform all the covenants of this mortgage, then this mortgage shall be void.

AND it is hereby agreed that until default shall be made in the terms hereof, the mortgagor shall possess said property, and that in the event the mortgaged property shall be sold under the power of sale hereinafter set forth all annual crops pitched, planted and growing upon the mortgaged property at the time of the sale shall pass to the purchaser as part of the mortgaged land.

AND the mortgagor covenants with the mortgagee as follows: to pay as they severally fall due the debt and each note hereby secured, all taxes levied thereon or that may be levied on the mortgaged property, all costs and attorney's commission and fees incurred in the collection of said debt or notes, and to insure and pending this mortgage to keep inusred against fire the improvements on the mortgaged property to the amount of the full value thereof to meet the approval of any holder of this mortgage; to have the policy of insurance so endorsed that the proceeds therefrom, in case of loss, shall be applied to the payment of this mortgage, to deliver said mortgage insurance policy to the holder of this mortgage; to do and to permit nothing to be done whereby the mortgaged property may be depreciated or lessen__ in value.

AND it is agreed that in case of default in payment of any note secured hereby or in any other covenant of this mortgage, that all money and notes hereby secured shall forthwith become demandable and that the mortgagee, his executors, administrators or assigns or in their place the said Madison Brown as attorney herebt named for the purpose, shall have and are hereby given full power and authority to sell the mortgaged property upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in one newspaper published in said county (and such other notice as party selling may deem expedient); for cash or for both cash and credit at the option of the vendor, and to apply the proceeds of sale to the payment of, first, all expenses incident to the sale, including compensation to the vendor of a sum of money equal to ten per centum of the gross sales; second, all moneys owing hereunder or secured hereby or covenanted hereby to be paid whether then matured or not; and then to pay the balance to the mortgagor or to the person then entitled to the same.

AND it is hereby agreed that after bond requiredby law as a conditioned precedent to the exercise of the power of sale above mentioned shall have been filed in the proper Court by any person with the authority to sell said property under this mortgage because of default herein that neither the mortgagee nor the said Madison Brown as said attorney shall be required to receive the mortgage indebtness then due in satisfaction thereof unless the tender of the same be accompanied by the payment of all expenses incurred under said foreclosure proceedings including as part thereof compensation to the person filing said bond of a sum of money equal to five per centum of the total mortgage indebtness due at the time of said tender.

IN WITNESS WHEREOF the mortgagor hereunto affixes his name and seal, the day and year above written.

Test: Bertha G. Durney. Benjamin Frank Huggins, Jr. (SEAL)

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

I hereby certify that on this third day of January, 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 Benjamin Franklin Huggins, above named mortgagor, and he did acknowledge the aforegoing mortgage to be his act.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my notarial seal, the day and year above written.

Notary Public Seal.

Bertha G. Durney
Notary Public.

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

I hereby certify, that on this third day of January 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 Madison Brown, above named mortgagee, and he did make oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my notarial seal, the day and year above written.

Notary Public Seal.

Bertha G. Durney
Notary Public.

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

H38580

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber B. H. T. #9, folios 147 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 9th. day of October, A. D. nineteen hundred and thirty.

B. HACKETT TURNER
CLERK

Seal's
Place.

CERTIFIED COPY OF BOND
Filed Oct. 9th, 1930.

Queen Anne's County, to wit:- Be it remembered that on the ninth day of October, 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 seven 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 yo be made and done we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

SEALED with our seals and dated this ninth day of October, in the year nineteen hundred and thirty.

WHEREAS Benjamin Franklin Huggins by a mortgage dated January 3, 1929, and recorded in Liber B. H. T. No. 9, a land record book of Queen Anne's County aforesaid, on folio 147, made to secure the payment of the sum of two hundred and twenty five dollars and certain interest to be paid thereon, did grant certain land therein described unto the said Madison Brown and did by the terms of said mortgage authorize and empower the said Madison Brown to sell the mortgaged property in case default should at any time occur in the covenants of said mortgage.

WHEREAS default has occurred in the covenants of said mortgage by reason of the non-payment at the time of maturity thereof of the principal mortgage debt due by said mortgage by reason of the non-payment of interest thereon covenanted by said mortgage to be paid, by reason of the non-payment of the State and county taxes levied on the mortgaged property for the year 1929, and by reason of the non-payment of the insurance premiums on the mortgaged property, and because of said defaults the said Madison Brown is about to sell the mortgaged property under the power and authority conferred upon him by 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 said mortgaged property or the proceeds thereof then this obligation shall be void; otherwise the same shall remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Etta T. Nelson.
Countersigned by
J. Lemuel Roberts.

Seal's
Place.

Madison Brown. (SEAL)

American Surety Company
of New York. By
Madison Brown
Its attorney in fact.

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

Security approved and Bond filed Oct. 9th. 1930.

B. Hackett Turner, Clerk.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 103 etc., a Bond Record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 9th. day of October, in the year 1930.

B. HACKETT TURNER
Clerk.

Seal's
Place.

REPORT OF SALE.
Filed Oct. 22nd, 1930.

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

Madison Brown, mortgagee, (
vs.) Cause No. 2845.
Benjamin Franklin Huggins, jr. (

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 Benjamin Franklin Huggins, above named defendant, by his mortgage dated January 3, 1929, and recorded in Liber B. H. T. No. 9, a land record book of said county, on folio 147, made to secure the payment of the sum of two hundred and twenty five dollars, did convey the land hereinafter described unto the said Madison Brown and did by the terms of said mortgage authorize and empower him 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 this cause.

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 mortgage debt on the day named in the mortgage for the payment thereof; by reason of the non-payment of the state and county taxes levied on the mortgaged property for the year nineteen hundred and twenty nine which were to be paid under the terms of said mortgage, and by reason of his failure to comply with the covenant to keep the improvements on said property insured against loss by fire.

3. That prior to the time of the sale hereinafter mentioned the vendor filed with the Clerk of this Court his bond to the State of Maryland in the penal sum of seven hundred dollars containing the conditions 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 advertising in the Centreville Record, a weekly newspaper published in said county and he files herewith as part hereof a copy of such notice of sale with a certificate of publication of said advertisement made by the publishers of said paper attached.

5. That pursuant to said notice of sale the vendor did attend in the town of Sudlersville, Queen Anne's County, Maryland, on Saturday, October 18, 1930, at the hour of three o'clock P. M. and proceeded to make sale of said real estate in the following manner, to wit:
Through H. Scott Starkey, his auctioneer, the vendor called the sale in the usual manner; he then read the advertisement of sale and the announced that the property advertised for sale would be sold on the advertised terms; that the purchaser would be required to pay state and county taxes of 1930, and that possession of the mortgaged property could be taken by the purchaser on ratification of the sale if he had then complied with the terms of sale; the vendor, through his auctioneer then offered said land at public auction to the highest bidder and after receiving competitive bids therefor in execution of the power and authority conferred upon him by the said mortgage as aforesaid and because of the default mentioned above sold said mortgaged property unto Charles W. Nickerson, of said county, he being then and there the highest bidder therefor, at and for the sum of six hundred dollars.

6. That the said Charles W. Nickerson has paid unto the vendor two hundred dollars on account of his purchase but has made no further compliance with the terms of sale.

WHICH is respectfully submitted,

MADISON BROWN,

Mortgagee.

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

I hereby certify that on this twenty second 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 aforesaid, personally appeared Madison Brown, above named mortgagee and he did make oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated, to the best of his knowledge and belief and that the sale therein mentioned was fairly made.

B. HACKETT TURNER

Clerk of the Circuit Court.

Filed October 22nd, 1930.

H3880

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed October 22nd, 1930.

MORTGAGE SALE
OF
SMALL FARM
at Unicorn Mills

Default having occured in the terms of the mortgage given by Benjamin Franklin Huggins, junior, to Madison Brown dated January 3, 1929, and recorded in Liber B. H. T. No. 9, folio 147, a land record book of Queen Anne's County, Maryland, the undersigned, in execution of the power of sale of said mortgage will sell at public sale of said mortgage will sell at public sale to the highest bidder in front of the Sudlersville Bank in the town of Sudlersville, Maryland, on SATURDAY, OCT. 18, 1930 at the hour of 3 o'clock, P. M., the mortgaged real estate consisting of all that farm or tract of land known as "The George Teat Property", "The Benjamin Teat Property", "The Frank Huggins Property", on the road from Millington to Crumpton, adjoining the land of Guy Walmsley, Warner Mallalieu, the Mansion House Property of Mrs. Mabel Gordon and containing, 10 ACRES 1 rood, 1 perch of land, more or less.

Improvements consist of a two story frame dwelling and stable and carriage house. The land borders also on the state road from Sudlersville to Millington. The land is fully described in a deed from Bertha Miller to William T. Nickerson, recorded in Liber W. F. W. No. 11, folio 487.

TERMS OF SALE-One-third of purchase money will be required at the time of sale and the balance in six and twelve month from the day of sale with interest from day of sale, the credit payments to be secured to the satisfaction of the undersigned or all cash at time of sale at option of purchased.

MADISON BROWN, Mortgagee.

THE CENTREVILLE RECORD

Centreville, Md., Oct. 21 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgage Sale of Small Farm, Unicorn Mills, in default of mortgage given by Benjamin F. Huggins to Madison Brown, dated Jan. 3, 1929 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 18 day of October in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown.

Filed October 22nd, 1930.

N I S I

Madison Brown, Mortgagee,	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
Benjamin Franklin Huggins, Jr.	IN EQUITY
	CHANCERY NO. 2845.

ORDERED, This 22nd. day of October A. D. 1930, that the sale of the real estate made and reported in this cause by Madison Brown, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th. 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 25th. day of November, next.

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

B. HACKETT TURNER Clerk.

Filed October 22nd, 1930.

CERTIFIED COPY OF ORDER NISI
Filed Jan. 11th, 1931.

NISI

Madison Brown, Mortgagee,
VS
Benjamin Franklin Huggins, Jr.

In The Circuit Court for Queen Anne's County, In Equity Chancery No. 2845.

ORDERED, This 22nd day of October A. D., 1930, that the sale of the real estate made and reported in this cause by Madison Brown, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of December, next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Md. once in each of four successive weeks before the 25th day of November, next.

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

B. HACKETT TURNER, Clerk.
True Copy
Test; B. HACKETT TURNER, Clerk.
Filed October 22nd, 1930.

THE CENTREVILLE RECORD

Centreville, Md. Jan. 10, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of Madison Brown, mtgee vs. Benjamin Franklin Huggins Jr. #2845, 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 25th day of November in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

Filed 1/11/31.

STATEMENT OF MORTGAGE DEBT
Filed January 10th, 1931.

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

Madison Brown, mortgagee, (
vs.) Cause No. 2845.
Banjamin Franklin Huggins, jr. (

STATEMENT OF MORTGAGE DEBT.

Banjamin Franklin Huggins, junior, the party making the mortgage filed in above cause to Madison Brown, the mortgagee taking said mortgage,

	DR.
To amount of the mortgage debt secured by said mortgage	$225.00
To interest from January 1, 1929, to October 18, 1930, day of sale, (interest commencing on said debt January 1, 1929)	24.30
	$249.30
To taxes for 1929 on the mortgaged property not paid by mortgagor but to be paid by him under terms of said mortgage per bill attached,	18.47
To insurance obtained by the mortgagor of E. T. Massey but not paid by the mortgagor and paid by the mortgagee to keep property insured (The mortgagor covenanted by mortgage to pay insurance costs)	13.30
Total amount of mortgage debt on day of sale . . . . . Inclusive of principal, interest, taxes and insurance costs.	$281.07

MADISON BROWN, MORTGAGEE.

M3580

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

I hereby certify that on this 10th day of January in the year nineteen hundred and thirty one before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, mortgagee above named and he did make oath in due form of law that the above statement is a true statement of the debt due on the day of sale above mentioned under the mortgage above mentioned to the best of his knowledge and belief.

B. HACKETT TURNER

Filed January 10th, 1931. Clerk of the Circuit Court.

ORDER OF COURT
Filed Jan. 10th, 1931.

ORDER OF COURT.

Ordered, on this 10th day of January in the year nineteen hundred and thirty one by the Circuit Court of Queen Anne's County, sitting as a court of Equity, that the sale of the real estate of Benjamin Franklin Huggins, junior, made by Madison Brown, mortgagee, under power of sale in the mortgage above mentioned, set forth and described in the aforegoing report of sale be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the terms of the order nisi or conditional order passed in this cause October 22, 1930, in relation to said sale.

And it is further ordered that the proceedings of the above cause be and the same are hereby referred to Edwin H. Brown, Jr. as special auditor with instructions to him to state and return to this court an account between the proceeds of the sale of this cause and Madison Brown, party making the sale.

LEWIN W. WICKES.

Filed January 10th, 1931.

REPORT AND ACCOUNT
Filed Jan. 13th, 1931.

Madison Brown, Mortgagee VS. Banjamin Franklin Huggins, Jr., Mortgagor.		In the Circuit Court for Queen Anne's County In Equity, Cause No. 2845.

The Report of Edwin H. Brown, Jr., Special Auditor, appointed by an order of this Court dated January 10th, 1931, unto your Honors respectfully sets forth:-

That he has stated the within account after examination of the proceedings of the cause, first charging Madison Brown, Mortgagee, party making the mortgage sale in this cause with the gross proceeds of the sale reported by him and then thereout allowing him his commissions for making the sale, costs of advertising sale and the several orders nisi of the cause, the cost of his bond, filed herein, auctioneer's fee, court costs and auditor's fee; and then allowed to the said Madison Brown, mortgagee the full amount of his mortgage debt, interest, taxes and insurance, as per statement filed.

The balance of the sales remaining after allowances, was awarded to Banjamin Franklin Huggins, Jr., mortgagor.
Your auditor has been informed by Madison Brown, mortgagee in this case that the said Benjamin Franklin Huggins, Jr. is living at this time.

Respectfully submitted,

EDWIN H. BROWN JR.
Special Adutir.

January 12th, 1931.

Filed January 13th, 1931.

Cause No. 2845.

The proceeds of the sale of the mortgaged real estate of Benjamin Franklin Huggins, junior, the party making the mortgage mentioned in the above cause, in account with Madison Brown, mortgagee named in said mortgage, the party making the sale reported in this cause under said mortgage.

1930 Oct. 18	CR.		
	By the gross amount of the mortgage sale reported in this cause, per report of sale, to wit: sum of		$600.00
	DR.		
" "	To Madison Brown, mortgagee, party making the sale, for his commissions, per terms of mortgage, sum of	$ 41.50	
	To do., for 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 costs of advertising notice of sale and order nisi thereon in Centreville Record, per account for same with receipt thereon exhibited, ...	39.50	
	To do., for the charges of H. Scott Starkey for crying the sale, per account for same exhibited, to wit: the sum of	5.00	
	To do., for the costs of his bond filed herein paid corporate surety thereon, per account for same receipted, exhibited, to wit: the sum of	5.00	
	To do., for the costs of advertising the order nisi to be passed as to this account, the sum of	3.00	
	To Madison Brown, mortgagee, in full payment of the amount due him on day of sale under his mortgage per statement filed (inclusive of debt, interest, taxes and insurance), to wit: the sum of	281.07	
	To Edwin H. Brown, junior, special auditor, for stating this account, the sum of	4.50	
		$408.32	
	To Benjamin Franklin Huggins, Jr. morgagor, this balance, to wit;	191.68	
		$600.00	$600.00

EDWIN H. BROWN JR.

January 12, 1931. Special Auditor.

Filed January 13th, 1931.

NISI RATIFICATION OF AUDIT

Madison Brown, Mortgagee.	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Benjamin Franklin Huggins, Jr. Mortgagor.	)	IN EQUITY
	)	CAUSE No. 2845.

ORDERED, This 13th. day of January, in the year nineteen hundred and 31 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 seventh day of February, 1931; pro-

438580

vided a copy of this order be published once a week in each of two successive weeks before the 31st. day of January, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Jany. 13th. 1931.

H38580

CHANCERY CAUSE #2854.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twelfth day of January, in the year 1931, the following Order to Docket Suit was filed for record, to wit:-

J.H.C. Legg, Attorney,
Mortgagee,

vs.

Virginia Maude Coahran,
Mortgagor.

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

CAUSE NO.

To Mr. B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, In Equity:

Mr. Clerk:

Docket the above entitled case on your Chancery Docket, enter the appearance of J. H. C. Legg, as Solicitor for the Mortgagee, make out and file in this Cause a certified copy of the Mortgage from Virginia Maude Coahran to J. H. C. Legg, Attorney, bearing date the 31st. day of May, in the year 1930, and recorded in Liber B.H.T. No. 11, folios 217 etc., one of the Land Record Books for Queen Anne's County, Maryland.

J. H. C. Legg
Attorney, Mortgagee.

CERTIFIED COPY OF MORTGAGE.
Filed January 12th. 1931.

#14,295. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 3rd. day of June, in the year nineteen hundred and thirty, the following Mortgage and Assignment was brought to be recorded, to wit:-

THIS MORTGAGE, Made this thirty first day of May, in the year nineteen hundred and thirty, by Virginia Maude Coahran, Single lady, of Queen Anne's County, in the State of Maryland, WITNESSETH, That

WHEREAS, Virginia Maude Coahran, single lady, is indebted unto J. H. C. Legg, Attorney, of Queen Anne's County, in the State of Maryland, in the full and just sum of Two Thousand Dollars, being cash money loaned and advanced by the said J. H. C. Legg, Attorney, to the said Virginia Maude Coahran, for which said sum and the interest thereon the said Virginia Maude Coahran, has passed to the said J. H. C. Legg, Attorney, her promissort note, bearing even date herewith, for said Principal sum of Two Thousand Dollars, payable six months after date with interest thereon from date and payable at The Queen Anne's National Bank of Centreville, and which note provides for the payment of 5% commissions, for collection if not paid at maturity, and judgment to be thereon by way of confession, without stay of proceedings, and the waiver of all Exemptions, thereon.

AND WHEREAS, this Mortgage is made to secure the payment of said debt, and the iinterest thereon in the manner and at the time limited in aforesaid promissory note, or renewals thereof, as hereinafter stipulated, and the execution of this Mortgage 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 Virginia Maude Coahran, the Mortgagor, does hereby grant and convey unto the said J. H. C. Legg, Attorney, Mortgagee, his heirs and assigns, in fee simple,

ALL those Pieces or Parcels of Land, situate, lying and being in the Town of Church Hill, in the Second Election District of said Queen Anne's County, State of Maryland, and described as follows, TO WIT:

No. 1. All that Lot of land and premises occupied by the said Virginia Maude Coahran, improved by a Frame Store House and Dwelling combined and a Garage located on the Westerly side of Main Street in said Town of Church Hill, adjoining the lands of Elmer Sterling on the North, and the lands of C. L. Roe on the South, and the lands of the Vestry of the Episcopal Church of Church Hill aforesaid on the west and containing one half acre of Land more of less, being moreover the same lands and premises which were conveyed by Thomas J. Keating and B. Palmer Keating, Trustees by Deed dated August the 6th. 1878 and Recorded in Liber J. W. No. 8, pages 3353tc., One of the Land Records of Queen Anne's County, Maryland, to one Arnold Coahran, late of Queen Anne's County, aforesaid, now deceased, and who died intestate.

Lot or Parcel No. 2 Being all that lot of land located on New Street in the said Town of Church Hill and improved by a Dwelling House occupied by Tenants and containing One Acres of land and thirty six perches of land more or less and which was conveyed to the said Arnold Coahran, in his Life time by Deed dated April 12th. A. D. 1883, and duly recorded in Liber S. C. D. No. 3 folios 16 etc., one of the Land Record Books for Queen Anne's County Maryland, from John B. Brown and Edwin H. Brown, Trustees, and others.

Both of which Tracts of Land and Premises passed by inheritance to the said Virginia Maude Coahran, who was his only child and heir at law, his wife, having predeceased him the said Arnold Coahran having died about 1920. The reference herein made to the Deeds aforesaid, and the Deeds mentioned therein is made for a more exact description of the respective lots of land hereby intended to be conveyed in this Mortgage.

TOGETHER with all the rights, roads, ways, waters, alleys, 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 Virginia Maude Coahran, the Mortgagor her heirs, executors, administrators or assigns, shall well and truly pay to the said J. H. C. Legg, Attorney, his successors, executors, administrators or assigns, the aforesaid sum of Two Thousand Dollars, the Mortgage Debt and interest and said Promissory Note, at maturity, or any renewal or renewals thereof either in whole or in part as the parties hereto may agree from time to time, to renew said loan or any part thereof, and any interest that may accrue on said Note or on any renewal notes, and shall perform all the covenants herein on their part to be performed, and as above set forth, and shall perform all the covenants, conditions and agreements therein on her or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Virginia Maude Coahran, her heirs and assigns, shall possess said property.

And the said Virginia Maude Coahran, for herself and for her heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said J. H. C. Legg, Attorney, 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 money owing hereunder or secured hereby shall be due and demandable, and the said J. H. C. Legg, Attorney, his successors, executors, administrators or assigns, or J. H. C. Legg, his and their 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 Virginia Maude Coahran or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said J. H. C. Legg, Attorney, his executors, administrators, successors or assigns, or J. H. C. LEGG, his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Virginia Maude Coahran, for herself and for heirs, executors, administrators and assigns, hereby covenants to pay.

AS WITNESS HER HAND AND SEAL.

WITNESS: J. W. Anderson. VIRGINIA MAUDE COAHRAN (SEAL)

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

I hereby certify that on this Thirty First day of May, 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 Virginia Maude Coahran, the within named Mortgor, and did acknowledge the aforegoing Mortgage to be her act; and now at the same time also personally appeared before me the subscriber J. H. C. Legg, attorney, the mortgagee, and made oath in due form of law that the consideration stated and set out in the aforegoing Mortgage is just and true and bona fide as therein stated and set out.

J. W. ANDERSON,
Justice of the Peace.

For Value received I hereby transfer and assign the within and aforegoing Mortgage to The Queen Anne's National Bank of Centreville as collateral security to my note for $1900.00 with interest given to the said Bank for the said sum of $1900.00 with interest payable six months from this date.

As witness my hand and seal this Thirty First day of May, in the year nineteen hundred and thirty.

WITNESS: Mary E. Forman. J.H.C. LEGG, ATTORNEY (SEAL)

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

For Value Received, to wit, the said Note of J. H. C. Legg, Attorney, dated May 31st. 1930 for the sum of $1900.00 with interest from date, having been paid in full with interest to The Queen Anne's National Bank of Centreville, for which the aforesaid Mortgage was assigned to the said Bank as collatteral security, for the payment of said Note and Interest, The said Queen Anne's National Bank of Centreville a body corporate, the said note and all interest having been paid does hereby assign and transfer Back to the said J. H. Legg, Attorney, all of its right, title, interest and estate, in and to and out of the within and aforegoing Mortgage, without recourse or Guarantee to or by it.

As witness the hand of the said President of the Queen Anne's National Bank of Centreville, a body corporate, its Corporate seal, and the signature of its president attested by its Cashier, this Sixteenth day of December, in the year Nineteen Hundred and Thirty.

WITNESS:

J. LEMUEL ROBERTS
Cashier of the Queen
Anne's National Bank of
Centreville, a Body Corporate.

JOHN L. RHODES
The President of The Queen Anne's
National Bank of Centreville, a
body corporate.

Witness:

H. B. W. Mitchell.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 11, folios 217, 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 twelfth day of January, in the year nineteen hundred and thirty one.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed Jany. 21st. 1931.

Queen Anne's County, to wit: Be it remembered that on the twenty first day of January, in the year 1931, 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, as principal and The New Amsterdam Casualty Company, a corporation of the State of New York, and duly authorized by its charter to become sole surety on Bond, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three thousand dollars, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this twenty first day of January, in the year nineteen hundred and thirty one.

WHEREAS, the above bounden J.H.C. Legg, Attorney, mortgagee, by virtue of the Power of sale contained in the mortgage from Virginia Maude Coahran, to J.H.C. Legg, attorney, bearing date the 31st. day of May, in the year 1930, and recorded among the Land record books for Queen Anne's County, in the State of Maryland, in Liber B.H.T. No. 11, folios 217 etc., The said J.H.C. Legg, Attorney, mortgage, default having been made in the the covenants and conditions of the said mortgage, by the non payment of the principal sum secured thereby, the interest and the taxes and the Insurance under the power of sale contained in the said mortgage, is about to sell the land and premises described in the said mortgage, default having been made as above set out.

H3880

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden J.H.C. Legg, attorney, mortgagee, do and shall well and truly and faithfully perform the trust reposed in him under the said 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.

Witness: as to J.H.C. Legg
J. Lemuel Roberts.

Seal's Place.

J. H. C. Legg. (SEAL)
New Amsterdam Caswalty Company, a body corporate
By McKenhey & Price.
Its Attorneys in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed January 21st. 1931.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 1, fol. 122, a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 21st. day of January, in the year 1931.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Jany. 27th. 1931.

J.H.C. Legg, Attorney,
Mortgagee,

vs.

Virginia Maude Coahran,
Mortgagor.

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, Attorney, Mortgagee, named in the Mortgage from Virginia Maude Coahran to J.H.C. Legg, Attorney, mortgagee, dated the 31st. day of May, in the year 1930, and recorded in Liber B.H.T. No. 11, folios 217, one of the land record books for Queen Anne's County, Maryland, to make the sale of the Mortgaged Premises in case of Default in the terms and conditions of the said Mortgage, shows that default was made in the non payment of the principal sum due thereunder, the interest, the taxes and the Insuranc_, and that after giving Bond with security approved by the Clerk of this Court, and filed with himeprevious to the day of sale, for the faithfu_ 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 Record, (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 asked to be taken as a part of this said Report of Sale, he did pursuant to the said Notice and advertisement, attend in person in front of the Church Hill Bank of Maryland, in the Town of Church Hill, in said Queen Anne's County, State of Maryland, on Thursday, Januray 22nd. 1931, between the hours of 3 an_ 4 o'clock P.M. and at the hour of 3-30-0 Clock P.M. did then and there proceed to sell that property described and mentioned in said Mortgage AS PARCEL NO. 1, Being described in the Mortgage and in the Advertisement hereto annxed, as follows, TO WIT: ALL THAT LOT OF LAND AND PREMISES occupied by the said Virginia Maude Coahran, improved by a Frame Store House and Dwelling combined, and a Graage, located on the Westerly side of Main Street, in the said Town of Church Hill, adjoining the Lands of Elmer Sterling on the North and the lands of C.L. Roe on the South, and the lands of the Vestry of the Episcopal Church of Church Hill aforesaid, on the West, and containing one half acre of land, more or less, and fully described in the aforesaid Mortgage, and after crying the sale for some considerable time, until 4 o'clock, sold the same to one Maurice E. Smith, of said Queen Anne's County, State of Maryland, at and for the sum of TWENTY NINE HUNDRED ($2900.00) Dollars, he being then and there the highest bidder for the said Property at and for the sum of $2900.00.

Your Mortgagee Reports, that he announced that the taxes for last year, 1930, both State and County and Town, would be paid out of the Proceeds of sales, and the insurance up to day of sale, and that full possession would be given by the Mortgagee and vendor to the Purchasr on the Final Ratification of this Sale by this Honorable Court,

This piece of property bringing enough to pay the Mortgage Debt, interest Taxes and all costs of sale, he did offer Lot or Parcel No. 2 as set out in the afoesaid Advertisement.

Your Mortgagee reports that the Purchase paid the whole purchase money on day od sale.

All of which is respectfuolly submitted by

J.H.C. Legg
Attorney, Mortgagee.

State of Maryland, Queen Anne's County, TO WIT:

I hereby certify that on this Twenty-Seventh day of January, in the year nineteen hundred and thirty one, personally appeared before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity, J.H.C. Legg, Attorney, Mortgagee, named in the above Report of Sale, and made oath in due form of law, that the matters and things stated in the aforegoing Report of Sale, are true to the best of his knowledge and belief, and that the sale therein reported was fairly and bona fide made.

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

Filed 1/27/31.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Jan. 27th. 1391/

MORTGAGEE'S SALE OF VALUABLE REAL ESTATE
IMPROVED BY A STORE HOUSE
& DWELLING.
Combined , in the Town of Church Hill in Queen Anne's County,
Maryland.

Under And By Virtue of the Power of Sale contained in a Mortgage from Virginia Maude Coahran to J. H. C. Legg, attorney, bearing date the 31st day of May, 1930, and recorded in Liber B. H. T. No. 11 Folios 217 etc., one of the Land Record Books for Queen Anne's County, Maryland, default having occurred in the terms of said Mortgage by reason of the non payment of the Principal Mortgage debt, the interest thereon, the insurance, and the Taxes on the Mortgaged Property, the undersigned as the Mortgagee named in said Mortgagee will sell at public sale to the highest bidder on THURSDAY, JAN. 22, 1931, between the hours of 3 and 4 o'clock P.M. in front of the Church Hill Bank of Maryland, in the town of Church Hill in Queen Anne's County, Maryland, the real estate conveyed by the aforesaid Mortgage, consisting of All Those Pieces or Parcels of Land situated, lying and being in the town of Church Hill, in the Second Election District of said Queen Anne's County, State of Maryland, and described as follows: to-wit:

No. 1. all that Lot of Land and Premises occupied by the said Virginia Maude Coahran, improved by a Frame STORE HOUSE AND DWELLING Combined, and a Garage, located on the Westerly side of Main Street in said town of Church Hill, adjoining the lands of Elmer Sterling, on the North, and the lands of C. L. Roe on the South, and the lands of the Vestry of the Episcopal Church of Church Hill aforesaid, on the West, and containing ONE-Half acre of Land, more or less.

Lot or Parcel No. 2, being all that Lot of Land located on New Street in the said Town of Church Hill and improved by a Dwelling House occupied by tenants and containing 1 ACRE AND 38 PERCHES of land, more or less. Both of which Tracts were conveyed to one Arnold Coahran in his life time, and recorded in Libers J. W. No. 8, Pages 335 etc., and S. C. D. No. 3, folios 16, etc., Land Record Books for Queen Anne's County, Maryland, and which passed to the said Virginia Maude Coahran on the death of the said Arnold Coahran, as his only child and heir at law, all of which can be seen by reference to the aforesaid Mortgage.

Parcel No, 1 will be offered First, and if it does not bring enough to pay the Mortgage debt, interest taxes insurance and costs of sale, then in that event Parcel No. 2 will be offered next, and if they do not bring enough to pay Mortgage debt, interest, taxes insurance and costs of Sale offered separately, they will then be offered together and sold in the way they will bring the Most Money.

Terms of sale: One Half of The Purchase Price will be required in Cash at the time of the sale, the Balance in Six months from day of sale, on interest bearing notes, payable in Bank, with sureties to the satisfaction of the undersigned Mortgagee, or all cash at the Option of the Purchaser, 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.

Attorney-Mortgagee.

J. W. Anderson, Auctioneer.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Jan. 27, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., here by certifies that the Mortgagee's sale of J,H.C. Legg, Atty. Mortgagee, vs. Virginia Maude Coahran, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks being 20 days-1st insertion being January 1, 1931, before the 22 day of Jan. in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Jany. 27-'31.

By Wm. P. Brown.

H3580

N I S I.

J.H.C. Legg, Attorney, Mortgagee,	(	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY,
vs.	(	IN EQUITY.
Virginia Maude Coahran, Mortgagor.	)	CHANCERY NO. 2854.

ORDERED, This 27th. day of January, A.D. 1931, that the sale of the real estate made and reported in this cause by J.H.C. Legg, Attorney, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st. 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 second day of March next.

The Report states the amount of sales to be $2900.00.

B. Hackett Turner, Clerk.

Filed Jany,27th. 1931.

STATEMENT OF MORTGAGE DEBT.
Filed June 3rd. 1931.

J.H.C. Legg, Attorney, Mortgagee,	IN THE CIRCUIT COURT
vs.	FOR
Virginia Maude Coahran, Mortgagor.	QUEEN ANNE'S COUNTY, IN EQUITY,
	CAUSE NO. 2854.

STATEMENT OF MORTGAGE DEBT:

Amount of Principal due on the Mortgage	$2000.00
Interest on the Mortgage debt from the 31st. day of May, 1930, to January 22nd. 1931, (7 mos. 22 days)	$ 78.00
To 5% commissions for--on $2078.00.	$ 103.90
Amount due on the day of sale, Jan. 22nd. 1931,	$2181.90

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this Third day of June, in the year nineteen Hundred and thirty one, before me, the subscriber, B. Hackett Turner, the Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared J.H.C. Legg, Attorney Mortgagee in the above entitled Cause, and made oath in due form of law that there is due and owing on the Mortgage filed in this Cause the sum of Two Thousand One Hundred and Eighty One Dollars and ninety Cents, on the day of Sale, to the best of his knowledge and belief.

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

Filed June 3rd. 1931.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed June 3rd. 1931.

NISI.

J. H. C. Legg, Attorney, Mortgagee,
vs.
Virginia Maude Coahran, Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2854.

ORDERED, This 27th. day of January, A. D. 1931, that the sale of the real estate made and reported in this cause by J. H. C. Legg, attorney, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 31st 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 second day of March next.

The Report states the amount of sales to be $2,900.00.

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

Filed
January 27, 1931.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., June 3rd. 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of J.H.C. Legg, Atty. Mtgee. vs. Virginia Maude Coahran, Mtgor. Cause No. 2854, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 2nd day of March, in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed June 3rd. 1931. By L. Hopkins.

FINAL ORDER OF RATIFICATION.

ORDERED BY the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, on this 4th. day of June, in the year nineteen hundred and thirty one, that the sale of the real estate made and reported by J.H.C. LEGG, Attorney, Mortgagee named in the Mortgage aforesaid, be and the same is hereby finall_ ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given in accordance with the ORDER NISI, heretofore passed in said cause, and the Mortgagee is allowed the usual commissions allowed by the Mortgage and such proper expenses as he shall produce vouchers for to the Auditor.

Filed June 4th. 1931 Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed March 31, 1932

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

J. H. C. Legg, attorney, mortgagee, (
)
vs. (Cause No. 2854.
)
Virginia Maude Coahran, mortgagor. (

To the Honorable, the Judges of said Court:

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

In the proceeding of this cause the land therein described was sold for the payment of a mortgage resting thereon and the proceeds of the sale produced more than enough to pay the mortgage debt and the cost and commissions incident to the sale so that there is a surplus to be paid to the mortgagor.

In the within account J. H. C. Legg, attorney, the mortgagee and vendor of the land is charged 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 mortgage; the cost of advertising notice of sale; certain insurance against fire obtained by him on the mortgaged property; the charges of the auctioneer for making the sale, state, county and town taxes on the property sold; the cost of the bond filed in this cause; the cost of advertising the order nisi on the sale and the cost due the Clerk per vouchers exhibited to the auditor; appearance fee of attorney of plaintiff; cost of advertising the order nisi to be passed as to this audit and the fee of the auditor; the mortgage debt in full.

The balance of the proceeds of sale remaining after these allowances is the surplus mortgage sale and within is distributed unto Maude Virginia Coahran, the party making the mortgage.

Which is respectfully submitted.

March 31, 1932. MADISON BROWN,
Auditor.

Cause 2854.

The proceeds of the sale of the mortgaged real estate of Virginia Maude Coahran, mortgagor, in account with J. H. C. Legg, attorney, mortgagee, the vendor making sale of said mortgaged real estate.

1931	CR.	
Jan. 22.	By gross amount of the mortgage sale per report of sale filed, to wit:	$2900.00

R3580

DR.

" "	To J. H. C. Legg, attorney, mortgagee, party making the sale for his commissions for so doing per terms of the mortgage, to wit: the sum of. . . .	$161.00	
	To do., for cost of advertising in Centreville Record notice of sale per account for same receipted, exhibited, to wit: sum of	60.00	
	To do., for cost of insurance against fire on mortgaged property procured of him from J. G. Beck, agent, per account for same receipted, exhibited, to wit: sum of	3.23	
	To do., for the amount paid J. W. Anderson for crying the sale made per account for same receipted, exhibited, to wit: sum of	25.00	
	To do., for state and county taxes on mortgaged property for year 1930 paid by him per account of F. C. Stevens, treasurer, receipted, exhibited, to wit: sum of	74.70	
	To do., for twon taxes of Church Hill on mortgaged property for year 1930 paid by him to H. E. Walls, treasurer per account for same receipted, exhibited, to wit: sum of	18.00	
	To do., for the cost of his bond filed herein paid Corporate Surety thereon per accounts for same with receipts thereon exhibited, to wit: sum of. .	13.34	
	To do., for cost of advertising in the Centreville Record the order nisi on sale per account for same receipted, exhibited, to wit: sum of	5.00	
	To do., for Court costs of this cause per statement of Clerk paid him per receipt thereon as to costs of Clerk:		
	Cost of B. H. Turner, clerk $18.75		
	Appearance fee of J. H. C. Legg . . . 10.00	28.75	
	To do., for cost of advertising the order nisi to be passed as to this account, to wit: sum of . . .	3.00	
	To Madison Brown, auditor, for stating this account .	9.00	
	To balance carried forward, to wit:	$2498.98	
		$2900.00	$2900.00

Cause 2854.

The proceeds of the sale of the mortgaged real estate of Virginig Maude Coahran, mortgagor, in account with J. H. C. Legg, attorney, mortgagee, the vendor making sale of said mortgaged real estate.

CR.

1931-Jan. 22. By amount brought forward $2498.98

DR.

To J. H. C. Legg, attorney, mortgagee, in full payment of the mortgage indebtedness due to him on day of sale per statement of mortgage debt filed in this cause June 3, 1931, to wit: the sum of.	$2181.90	
To Maude Virginia Coahran, mortgagor making the mortgage described in this cause, this balance, to wit: the sum of	317.08	
	$2498.98	$2498.98

March 31, 1932.

MADISON BROWN
Auditor.

Filed Mar. 31st, 1932.

NISI RATIFICATION OF AUDIT

J. H. C. Legg, Attorney, mortgagee	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
Virginia Maude Coahran, mortgagor.	IN EQUITY
	CASE NO. 2854.

ORDERED, This 2nd. day of April, in the year nineteen hundred and thirty two that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 30th. day of April, 1932; provided a copy of this order be published once a week in each of two successive weeks before the 23rd. day of April 1932, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed March 31st. 1932.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Apr. 23, 1932.

NISI RATIFICATION OF AUDIT

J. H. C. Legg, Attorney, mortgagee
VS.
Virginia Maude Coahran, mortgagor

In the Circuit Court for Queen Anne's County In Equity Case No. 2854.

ORDERED, This 2nd day of April in the year nineteen hundred and thirty two, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 30th day of April, 1932; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of April, 1932 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk
True Copy,
Test: B. HACKETT TURNER, Clerk
Filed March 31st, 1932.

THE CENTREVILLE RECORD

Centreville, Md. April 23rd, 1932.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of J. H. C. Legg, Attorney, mortgagee vs. Virginia Maude Coahran, mortgagor Case #2854 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 30th day of April in the year 1932.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins

ORDER OF COURT
Filed May 10, 1932.

ORDERED this Tenth day of May, in the year nineteen hundred and thirty two, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court that the within and aforegoing Report and Account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although Notice appears to have been given as required by the Order of Ratification Nisi, and the Attorney-Mortgagee, is hereby authorized and directed to pay the several amounts in said account awarded to the several persons to whom the same are therein allowed by the Auditor.

THOMAS J. KEATING

Filed May 10, 1932.

A38580

A38580

M3580

Cause No. 2857.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fifth day of February, in the year nineteen hundred and thirty one, the following Bill of Complaint was brought to be recorded, to wit:

J. CORNELL BROWN and CLARA BELLE BROWN, his wife, MARY A CLARK and BRISCOE B. CLARK, her husband, FLORENS A. BRISTOW and ALLEN S. H. BRISTOW, her husband, SALLY C. THOMAS and HIRAM THOMAS, her husband, DOROTHY L. POWER and W. KENT POWER, her husband, VICTOR D. BEVIN, MAY C. BEVIN, infant, by Victor D. Bevin, her father and next friend, and WILLIAM R. HORNEY, Plaintiffs, vs. ALICE F. CORNELL, Defendant.	In the Circuit Court for Queen Anne's County in Equity. Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That James L. Cornell, late of Queen Anne's County, State of Maryland, deceased, departed this life, intestate, on or about the thirtieth day of October, in the year nineteen hundred and twenty eight, seized and possessed of a certain tract of land or farm now reduced into one parcel of land, but composed of the two following described parcels of land, to wit:

PARCEL NUMBER ONE

ALL that farm or tract of land, now known as "Piney Point", but which was formerly a part of the "Hermitage", lying at the extreme end of Tilghman's Neck in the Fifth Election District of Queen Anne's County, Maryland, on Chester River and Reed's Creek, containing four hundred and seventy seven (477) acres of land, more or less, and being the same farm or tract of land which was conveyed to the said James L. Cornell by Letitia Shotwell by deed bearing date the thirty first day of July, in the year eighteen hundred and ninety-four, and recorded in Liber W. H. C. No. 1, folios 455 etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER TWO

ALL that lot or parcel of land, being also a part of the "Hermitage" estate, containing three (3) acres, more or less, which was formerly a part of Parcel No. 1 and which was conveyed unto the said James L. Cornell by Letitia Shotwell by deed bearing date the fourteenth day of December, eighteen hundred and ninety-four, and recorded in Liber W. H. C. No. 2, folios 237 etc., a land record book for Queen Anne's County aforesaid.

Certified copies of the two above described deeds, marked "Exhibits Nos. 1 and 2", respectively, are filed herewith as a part hereof.

2. That the said James L. Cornell, so dying seized and possessed of said tract of land or farm, left surviving him, as his only heirs at law, his widow, the said Alice F. Cornell, the Defendant, and a sister, Juliet Hicks Brown, nee Cornell.

3. That the personal estate of the said James L. Cornell, deceased, was administered upon by the said Alice F. Cornell, his widow, who has filed in the Orphans' Court of Queen Anne's County her First and Final Administration Account showing that all debts due by the deceased have been paid in full as well as all collateral inheritance tax due the State of Maryland on the real estate consisting of the tract of land or farm described above.

4. That on or about the sixteenth day of December, nineteen hundred and twenty nine, the said Juliet Hicks Brown, by deed bearing date the said sixteenth day of December, nineteen hundred and twenty nine, and recorded in Liber B. H. T. No. 10, folios 354, etc., a land record book for Queen Anne's County aforesaid, did grant and convey all of her right, title, interest and estate in the aforesaid tract of land or farm unto J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sally C. Thomas and Dorothy Power, five of the Plaintiffs, and one Juliet D. Bevin, as tenants in common. A certified copy of said deed, marked "Exhibit No. 3", is filed herewith as a part hereof.

5. That the said Juliet D. Bevin did, on or about the fifth day of February, nineteen hundred and thirty, depart this life, intestate, seized and possessed of an undivided one-twelfth part of, in and to said tract of land or farm, and leaving surviving her, a husband, Victor D. Bevin, and a daughter, May C. Bevin, an infant under the age of twenty one years, two of the Plaintiffs, as her only heirs at law.

6. That the said tract of land or farm cannot be divided without loss or injury to the parties interested therein and owning the same as above set forth, and your Orators are advised that they are entitled to have said tract of land or farm sold under a decree of this Court and a division of the money arising from such sale had among the parties entitled thereto according to their respective rights and interests.

7. That one of your Orators, the said Victor D. Bevin, acting for and on behalf of himself and for and on behalf of the said May C. Bevin, the infant Plaintiff, has joined with all of the other parties interested in and owning the above described tract of land or farm in a contract of sale to William R. Horney, one of your Orators, selling unto him said tract of land or farm at and for the sum of Thirty Thousand Dollars ($30,000.00), the terms of said sale being fully set forth in the written contract thereof which was executed in triplicate, one of the originals thereof being filed herewith as a part hereof and marked "Plaintiffs' Exhibit No. 4".

8. That among the other provisions and terms of said contract of sale, it is provided as follows:

> "The Chancery Proceeding to procure the ratification of this sale by the Circuit Court for Queen Anne's County in Equity, shall be brought in the name of the parties of first and third parts against the party of the second part"; and
>
> "All costs and expenses incident to the said Chancery proceeding shall be borne by the parties of the first and second parts in proportion to their respective interests in the proceeds of sale, one-half to be borne by the party of the second part; the aforesaid costs and expenses to include the usual commission allowed Trustees for selling real estate under decree of the Circuit Court for Queen Anne's County in Equity, to be paid to the Trustee appointed by the Court to carry out this contract".

9. That your Orators are advised that because one of the parties to said contract of sale is an infant under the age of twenty one years, the said contract of sale cannot be fulfilled and the said William R. Horney vested with the legal title to said tract of land or farm without the aid of this Honorable Court.

10. That your Orators aver that it will be to the interest and advantage of all the parties owning said tract of land or farm and interested therein as above set forth and all the parties to the said contract of sale that the said contract of sale be ratified and confirmed by this Honorable Court for the reason that the purchase price named in said contract of sale is a fair market value of said tract of land or farm and is as much as, if not more than, said tract of land or farm would bring at public sale, and for other reasons to be made known at the hearing.

11. That the said J. Cornell Brown and Clara Belle Brown, his wife, are adults and non-residents of the State of Maryland, residing in Valleyfield, Province of Quebec, Dominion of Canada.

12. That the said Mary A. Clark and Briscoe B. Clark, her husband, are adults and non-residents of the State of Maryland, residing in Suffolk County, State of New York.

13. That Florens A. Bristow and Allen S. H. Bristow, her husband, are adults and non-residents of the State of Maryland, residing in Kings County, State of New York.

14. That Sally C. Thomas and Hiram Thomas, her husband, are adults and non-residents of the State of Maryland, residing in Kings County, State of New York.

15. That Dorothy L. Power and W. Kent Power, her husband, are adults and non-residents of the State of Maryland, residing in Calgary, Province of Alberta, Dominion of Canada.

16. That Victor D. Bevin is an adult and a non-resident of the State of Maryland, residing in Suffolk County, State of New York.

17. That May C. Bevin is an infant, under the age of twenty one years, and a non-resident of the State of Maryland, residing in Suffolk County, State of New York.

18. That William R. Horney, is an adult and resides in Queen Anne's County, State of Maryland.

19. That Alice F. Cornell, the only Defendant, is an adult and resides in Queen Anne's County, State of Maryland.

TO THE END, THEREFORE,

(1) That said tract of land or farm may be sold under a decree of this Court for the purpose of a partition of the proceeds of sale among the parties entitled thereto.

(2) That a division of the proceeds of said sale may be had among the parties owning said tract of land or farm according to their respective interests and rights therein under the direction of this Court.

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(3) That the said contract of sale hereinbefore set forth may be confirmed and ratified by this Honorable Court.

(4) That a Trustee may be appointed by this Honorable Court to convey said tract of land or farm unto the said William R. Horney, Vendee, his heirs and assigns, after the payment in full of said purchase price, by a good and sufficient deed conveying the fee simple title of, in and to said tract of land or farm free, clear and discharged of the rights of all the parties to this bill of complaint and to said contract of sale.

(5) That the said Trustee may be vested with the power and authority to collect and receive said purchase money and bring the same into this Honorable Court for distribution under its order and direction.

(6) 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 Alice F. Cornell, who resides in Queen Anne's County, State of Maryland, commanding her to be and appear in this Court at some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.,

THOS. J. KEATING JR.
Solicitor for Plaintiffs.

To - Thomas J. Keating, Jr.,

Attorney at Law,

Centreville, Maryland.

You are hereby authorized by the undersigned, Victor D. Bevin, father of May C. Bevin, infant, to use my name as next friend, of the said infant in a Chancery Cause in the Circuit Court for Queen Anne's County, Maryland, in Equity, entitled "J. Cornell Brown et al vs. Alice F. Cornell", said Chancery Cause being instituted for the purpose of procuring the ratification of the sale of the real estate described in said proceedings.

VICTOR D. BEVIN.

PLAINTIFF'S EXHIBIT NO. 1.
Filed Feb. 5th, 1931.

Queen Anne's County, to wit: Be it remembered, that on the Twenty Fourth day of August, in the year One Thousand eight hundred and ninety four, the following Deed was brought to be recorded, to wit:

This Deed, made this Thirty first day of July, in the year Eighteen hundred and ninety four, by Letitia Shotwell of Burlington County, State of New Jersey, Witnesseth; that in consideration of the sum of Five Dollars and other good and lawful consideration to her in hand paid, the receipt whereof is hereby acknowledged and admitted, the said Letitia Shotwell does hereby grant, convey and confirm unto James L. Cornell of the City of Brooklyn, in the County of King and State of New York, his heirs and assigns forever,

All that part and portion of "The Hermitage Estate" situated in Queen Anne's County, Maryland, on Chester river and Reeds Creek, and adjoining the part or portion of said Hermitage estate devised to Mrs. Elizabeth Tilghman by the late Richard C. Tilghman of Queen Anne's County, aforesaid, deceased, by Will admitted to probate by the Orphans' Court of Queen Anne's County, aforesaid, and now on file in the Office of the register of Wills for said Queen Anne's County, said part or portion hereby hereby granted and conveyed consisting of two parts or portions now consolidated into one farm in the possession and occupancy of the said Letitia Shotwell, one part of which was devised to James C. Tilghman by his father Richard C. Tilghman by his last will and testament, admitted to probate by the Orphans' Court of Queen Anne's County aforesaid and now on file in the office of the Register of Wills of said County and which said part of "The Hermitage" Estate is particularly and at large described in a Deed of conveyance thereof from Richard C. Tilghman and others to James C. Tilghman, bearing date the Twentieth day of August 1860, and recorded amond the land records of said Queen Anne's County, in Liber M. B. No. 1 folios 381 &c, the other part of which adjoining the part just above described, being that part of "The Hermitage", estate that was devised to James C. Tilghman by the late Mrs. Fannie Akers Tilghman by her last will and testament bearing date the thirty first day of January 1859, duly admitted to probate by the Orphans' Court of Baltimore City, State of Maryland, and a copy of which is recorded among Wills in the office of the Register of Wills of Queen Anne's County aforesaid, in Liber S. T. H. No. 1 folios 170 &c.,

said real estate hereby granted and conveyed, being the same land that by Deed dated 27th May 1871, and recorded among the land records of said Queen Anne's County, in Liber J. W. No. 3, folios 42 &c., was conveyed by John B. Brown, Trustee, to William McKenney, and therein described as containing four hundred and eighty acres of land, more or less, and being also the same land that by deed dated the 18th day of October 1884, and recorded among the land records aforesaid, in Liber S. C. D. No. 5, folios 191 &c., was conveyed by William McKenney and wife to Henry H. Cook and being also the same land that by Deed dated the 17th day of November, 1890, and recorded among the Land Records aforesaid in Liber W. D. No. 5, folios 91 &c., was conveyed by said Henry H. Cook to the said Letitia Shotwell.

Excepting however, from the premises above described and from the operation of this Deed a certain tract or portion thereof described as follows: All that portion lying North of the centre of the road to the public landing on said Reeds Creek and east of a straight line drwn in a continuation of the centre line of the public road at the entrance to said premises running North and extending to the middle line of the cove formed by the waters of said Reeds Creek which is first North of said public landing, containing about three acres, more or less, bounded as follows, namely: on the South by said road to the public landing about two hundred and twenty five feet, on the East by Reeds Creek, on the North by the middle line of the cove aforesaid, and on the west by said line drawn in continuation of said public road about six hundred and fifty feet.

Together with the buildings and improvements thereupon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining subject to a mortgage for $9000. now on said premises made by the party of the first part to Henry H. Cook, bearing date 17th November 1890, and recorded 19 November 1890, among the land records of said County in Liber W. D. No. 5 folio 92 etc., subject also, to a contract for the cultivation of said premises with David Foster which expires on December 31st, 1894,

And the said Letitia Shotwell covenants that she will warrant generally the property hereby conveyed and will execute such further assurances of title thereto as may be requisite.

Witness her hand and seal.

Test: Edwin F. Glenn. LETITIA SHOTWELL (SEAL)

Alonzo Shotwell.

State of Pennsylvania, City of Philadelphia, Sct: I hereby certify that on this 31st day of July, in the year 31st day of July, in the year Eighteen hundred and ninety four, before me the subscriber, a Notary Public of the State of Pennsylvania in and for the City of Philadelphia, duly commissioned and qualified, personally appeared Letitia Shotwell the witnin named grantor, and acknowledged the foregoing Deed to be her act.

In Testimony Whereof I have hereunto set my hand and affixed my Notarial seal the day and year first above written.

Edwin F. Glenn

Notary Public.

Edwin F. Glenn
Seal
Notary Public
Phil
Pa.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. H. C. No. 1, folios 455, 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 day of February, in the year nineteen hundred and thirty one.

B. HACKETT TURNER

Clerk.

Seal's
Place.

PLAINTIFF'S EXHIBIT NO.2.
Filed Feb. 5th, 1931.

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Queen Anne's County, to wit: Be it remembered, that on the Twenty second day of December, in the year One Thousand eight hundred and ninety four, the following Deed was brought to be recorded, to wit:

This Deed, made this Fourteenth day of December, 1894, by Letitia Shotwell of Burlington County, State of New Jersey, Witnesseth: that in consideration of the sum of Two hundred and fifty dollars to her in hand paid the receipt whereof is hereby acknowledged and admitted, the said Letitia Shotwell does hereby grant, convey and confirm unto James L. Cornell of Queen Anne's County, State of Maryland, his heirs and assigns for ever, All that part and portion "The Hermitage Estate", situated in said Queen Anne's County on Chester River and Reeds Creek, heretofore excepted from a deed of conveyance of said "Hermitage Estate", made by said Letitia Shotwell to said James L. Cornell, therein recited as of the City of Brooklyn, in the County of Kings and State of New York, on the 31st day of July 1894, and recorded on the 24th day of August, 1894, in Liber W. H. C. No. 1, folios 455, 456 and 457 a Land Record Book for Queen Anne's County, which said excepted portion is described as follows: All that portion of the said Hermitage Estate lying North of the centre of the road to the public landing on said Reeds Creek and each of a straight line drawn in a continuation of the centre line of the public road at the entrance to said premises convey by said last mentioned deed running North and extending to the middle line of the cove formed by the waters of said Reeds Creek which is first North of said public landing, containing about three acres, more or less, bounded, as follows: On the South by said road to the public landing about two hundred and twenty five feet, on the East by Reeds Creek, and on the North by the middle line of the cove aforesaid, and on the west by said line drawn in continuation of said public road about six hundred and fifty feet.

Together with all the improvements, rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining- subject to a Mortgage for $9000. now on said premises made by said Letitia Shotwell to Henry H. Cook, bearing date the 17" November 1890, and recorded 19" November 1890, among the Land Records of said County in Liber W. D. No. 5, folios 92 etc. And the said Letitia Shotwell covenants that she will warrant generally the property hereby conveyed and will execute such further assurances of title as may be requisite.

Witness her hand and seal.

Test: the words "Reed's Creek" and "the property", in the 1st and 19" lines of this page, being stricken out before execution.

LETITIA SHOTWELL (SEAL)

Wm. Burns
Notary Public.

State of New Jersey, County of Burlington, Sct: I hereby certify that on this 14" day of December 1894, before me, the subscriber, a Notary Public of the State of New Jersey, in and for the County of Burlington duly commissioned and qualified, personally appeared Letitia Shotwell the within named grantor, and acknowledged the foregoing Deed to be her act.

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

Wm. Burns
Seal
Notary Public
Burlingtown
N. J.

William Burns

Notary Public.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly take and copied from Liber W. H. C. No. 2, folios 237, etc., a Land Record Book for Queen Anne's County aforesaid.

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

Seal's
Place.

B. HACKETT TURNER, Clerk.

PLAINTIFF'S EXHIBIT NO. 3.
Filed Feb. 5th, 1931.

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#14,008. QUEEN ANNE'S COUNTY, To wit: Be it remembered that on the 23rd. day of December, in the year nineteen hundred and twenty-nine, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 16th day of December in the year Nineteen hundred and twenty-nine by JULIET HICKS BROWN (sometimes known as Juliet C. Brown), widow, of the village of Northport, County of Suffolk, State of New York, WITNESSETH:

In consideration of the sum of Five dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and of love and affection, said JULIET HICKS BROWN does hereby grant, release and quitclaim unto her children J. CORNELL BROWN, residing in Valleyfield, Province of Quebec, Dominion of Canada, MARY A. CLARK, residing in the Village of Northport, County of Suffolk, State of New York, FLORENS A. BRISTOW, residing at No. 209 Lincoln Place, in the Borough of Brooklyn, City of New York State of New York, SALLY C. THOMAS, residing at No. 404 Clermont Avenue, in the Borough of Brooklyn, City of New York, State of New York, DOROTHY L. POWER, residing at No. 912 Thirty-Eighth Avenue, West, in the City of Calgary, Province of Alberta, Dominion of Canada, and JULIET D. BEVIN, residing in the Village of Asharoken, County of Suffolk, State of New York, as tenants in common, in fee simple, all the undivided right, title and estate of said Grantor in and to the following described real property of which said Grantor's brother, James L. Cornell, late of Queen Anne's County, in the State of Maryland, was seized and possessed at his death, viz:

All of that lot, tract, parcel or part of a tract of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and in that section of said County known as Tilghman's Neck, the same being known as the "James L. Cornell Farm", "The Piney Point Farm" or by whatsoever name or names the same might be called and known, and being bounded by Reed's Creek on one side, on another side by Chester River, and adjoining the lands of Capt. Benjamin Tilghman known as "The Hermitage" and containing five hundred and fifty acres of land, more or less; this being the same land of which James L. Cornell died seized and possessed, and being described in each of two deeds respectively from William McKenney and wife to James L. Cornell, bearing date the 20th. day of August, 1894, and being recorded among the Land Records for Queen Anne's County aforesaid in Liber W. H. C. No. 1 folio 454 &c. and a deed to the said James L. Cornell from Letitia Shotwell bearing date the 31st day of July 1894 and being recorded among the aforesaid Land Records in Liber W. H. C. No. 1 folio 455 &c., and to both of which said deeds reference is hereby made for a more particular description of this land hereby intended to be conveyed.

TOGETHER with all the rights, roads, wasy, waters, privileges, advantages, buildings erected thereon and being, and all appurtenances thereto attached, or in any wise appertaining.

WITNESS the hand and seal of said Grantor.

TEST: Hiram Thomas. Juliet Hicks Brown (SEAL)

State of New York, County of Suffolk, to wit:

I hereby certify that on this 16th day of December, in the year Nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of New York, in and for the County of Suffolk, aforesaid, personally appeared JULIET HICKS BROWN, widow, to me known and know to me to be the person described in and who executed the foregoing instrument, and she then acknowledged the foregoing instrument to be her act and deed.

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

Notary Public Seal. Howard Alden Henschel Notary Public.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 10, folios 354, 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 day of February, in the year nineteen hundred and thirty one.

Seal's Place. B. HACKETT TURNER, Clerk.

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PLAINTIFF'S EXHIBIT NO. 4.
Filed Feb. 5th, 1931.

THIS CONTRACT, made this ninteenth (19) day of January in the year nineteen hundred and thirty-one, by and between J. Cornell Brown and Clara Belle Brown, his wife, of Valleyfield, Province of Quebec, Dominion of Canada, Mary A. Clark and Briscoe B. Clark, her husband, of Suffolk County, State of New York, Florens A. Bristow and Allen S. H. Bristow, her husband, of Kings County, State of New York, Sally C. Thomas and Hiram Thomas, her husband, of Kings County, State of New York, Dorothy L. Power and W. Kent Power, her husband, of Calgary, Province of Alberta, Dominion of Canada, Victor D. Bevin and May C. Bevin, infant, by Victor D. Bevin, her father and next friend, parties of the first part, Alice F. Cornell, of Queen Anne's County, State of Maryland, party of the second part, and William R. Horney of Queen Anne's County aforesaid, party of the third part;

WHEREAS, James L. Cornell died on or about the thirtieth day of October, nineteen hundred and twenty-eight, intestate, seized and possessed of the following described real estate, to-wit:

PARCEL #1.

ALL that farm or tract of land now known as "Piney Point", but which was formerly a part of the "Hermitage", lying at the extreme end of Tilghman's Neck in the Fifth Election District of Queen Anne's County, Maryland, on Chester River and Reed's Creek, containing four hundred and seventy-seven acres of land, more or less, and being the same farm or tract of land which was conveyed to the said James L. Cornell by Letitia Shotwell by deed bearing date the thirty-first day of July, in the year eighteen hundred and ninety-four, and recorded in Liber W. H. C. No. 1 folio 455 &c., a land record book for Queen Anne's County.

PARCEL #2.

ALL that lot or parcel of land being also a part of the "Hermitage" estate containing three acres, more or less, which was formerly a part of Parcel #1 and which was conveyed unto the said James L. Cornell by Letitia Shotwell by deed bearing date the fourteenth day of December, eighteen hundred and ninety-four, and recorded in Liber W. H. C. No. 2 folio 237 &c., a land record book for Queen Anne's County.

WHEREAS, the said James L. Cornell so dying as aforesaid left surviving him a widow, the said Alice F. Cornell, and a sister, Juliet Hicks Brown, nee Cornell, as his only heirs at law, and

WHEREAS, on or about the sixteenth day of December, nineteen hundred and twenty-nine, the said Juliet Hicks Brown by deed bearing date December sixteenth, nineteen hundred and twenty-nine, and recorded in Liber B. H. T. No. 10 folio 354, a land record book for Queen Anne's County, did grant and convey all of her right, title, interest and estate in the aforesaid real estate unto J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sally C. Thomas, Dorothy L. Power and Juliet D. Bevin, and

WHEREAS, the said Juliet Hicks Brown did by deed of assignment dated December sixteenth, nineteen hundred and twenty-nine, and recorded in Liber B. H. T. No. 10 folio 355 assign to J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sally C. Thomas, Dorothy L. Power and Juliet D. Bevin all of her interest in and to the personal estate of the said James L. Cornell, and

WHEREAS, the said Juliet D. Bevin did, on or about the fifth day of February, nineteen hundred and thirty, depart this life intestate, seized and possessed of an undivided one-twelfth part of said real estate and leaving surviving her, a husband, Victor D. Bevin, and a daughter, May C. Bevin, an infant under the age of twenty-one years, as her only heirs at law, and

WHEREAS, the parties of the first and second parts have agreed to sell unto William R. Horney, party of the third part, the aforesaid real estate, at and for the sum of thirty thousand dollars ($30,000), upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of thirty thousand dollars ($30,000), to be paid as hereinafter set forth, the said parties of the first and second parts do hereby agree to sell unto the said party of the third part does hereby agree to purchase, from the parties of the first and second parts all of the above described real estate and all of the personal property of which the said James L. Cornell died, seized and possessed.

The aforesaid sum of thirty thousand dollars ($30,000), is to be paid as follows: Five hundred dollars ($500) thereof to be paid in cash upon the execution and delivery of this contract and the balance thereof, to-wit: the sum of twenty-nine thousand five hundred dollars ($29,500) is to be paid in cash upon the final ratification of the sale under this contract by the Circuit Court for Queen Anne's County, in equity. Possession of said real estate is to be given to said purchaser upon such final ratification of sale and the payment of said balance of purchase price.

The purchaser is to pay all taxes now due or in arrears on the aforesaid real estate and personal property and all premiums on fire insurance policies covering said real estate or personal property and is to have and receive all crops now pitched, planted or growing on said real estate, all other crops having heretofore been settled for.

The Chancery proceeding to procure the ratification of this sale by the Circuit Court for Queen Anne's County, in Equity, shall be brought in the name of the parties of the first and third parts against the party of the second part.

All costs and expenses incident to the said Chancery proceeding shall be borne by the parties of the first and second parts in proportion to their respective interests in the proceeds of sale, one-half to be borne by the party of the second part; the aforesaid costs and expenses to include the usual commission allowed Trustees for selling real estate under decree of the Circuit Court for Queen Anne's County, in equity, to be paid to the Trustee appointed by the Court to carry out this contract.

WITNESS: the hands and seals of the parties hereto in triplicate this nineteenth day of January nineteen hundred and thirty-one.

Witness as to J. Cornell Brown and Clara Belle Brown, his wife: J. H. DAVIS	J. CORNELL BROWN	(SEAL)
	CLARA BELLE BROWN	(SEAL)
Witness as to Mary A. Clark and Briscoe B. Clark, her husband: Harold N. Eldridge	MARY A. CLARK	(SEAL)
	BRISCOE B. CLARK	(SEAL)
Witness as to Florens A. Bristow and Allen S. H. Bristow, her husband: NELLIE KING	FLORENS A. BRISTOW	(SEAL)
	ALLEN S. H. BRISTOW	(SEAL)
Witness as to Sally C. Thomas and Hiram Thomas, her husband: MAE BROOKS	SALLY C. THOMAS	(SEAL)
	HIRAM THOMAS	(SEAL)
Witness as to Dorothy L. Power and W. Kent Power, her husband, S. B. CONTTS	DOROTHY L. POWER	(SEAL)
	W. KENT POWER	(SEAL)
Witness as to Victor D. Bevin: HAROLD N. ELDRIDGE	VICTOR D. BEVIN	(SEAL)
	MAY C. BEVIN by VICTOR D. BEVIN Her father and next friend.	(SEAL)
Witness as to Alice F. Cornell: HILDA T. SEWARD	ALICE F. CORNELL	(SEAL)
Witness as to William R. Horney: HILDA T. SEWARD.	WILLIAM R. HORNEY	(SEAL)

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.
Filed Feb. 5th, 1931.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Alice F. Cornell.
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 March next, to answer the complaint of J. Cornell Brown and wife, 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 February 1931.
Issued the Fifth day of February in the year 1931.

B. HACKETT TURNER Clerk.

Thomas J. Keating, Jr.

Solicitor for Complainants.

H38580

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

B. HACKETT TURNER Clerk.

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

Summoned the defendant and copy left. 2/13/31.

J. ELMER ANTHONY
Sheriff.

ANSWER
Filed Feb. 10th, 1931.

J. CORNELL BROWN ET AL VS. ALICE F. CORNELL	)	IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY, in EQUITY. Chancery #2857.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Alice F. Cornell to the Bill of Complaint of J. Cornell Brown and others against her in this Court exhibited.

This defendant admits the matters and things alleged in said Bill of Complaint and consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound, etc.,

RICHARD T. EARLE
Solicitor for Defendant.

NOTICE TO EXAMINER OF DESIRE TO TAKE TESTIMONY.
Filed February 10th, 1931.

J. Cornell Brown et al, vs. Alice F. Cornell, Defendant.	)	In the Circuit Court for Queen Anne's County, In Equity.

To - H. B. W. Mitchell, Examiner:

You are hereby notified that the parties to this cause desire to take testimony therein, and that a time be set by you for the same.

THOS. J. KEATING JR.
SOLICITOR FOR PLAINTIFFS.

RICHARD T. EARLE
SOLICITOR FOR DEFENDANT.

DEPOSITIONS
Filed Feb. 17th, 1931.

J. CORNELL BROWN, ET AL., Plaintiffs, vs. ALICE F. CORNELL, Defendants.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2857.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The counsel for the Plaintiffs and the Defendant having served notice upon the subscriber, one of the regular examiners for this Honorable Court, of their desire to take testimony in this cause, your examiner did, on the 16th day of February, 1931, attend at the law offices of Harper and Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 10 o'clock, A. M., and proceeded to take the following testimony, there being present Thomas J. Keating, Jr., solicitor for the Plaintiffs, William R. Horney, one of the Plaintiffs, and Alice F. Cornell, the only Defendant:

Alice F. Cornell, the first witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:
By Mr. Keating:

Q. 1. State your name, age and occupation, and place of residence.

A. Alice F. Cornell, adult, farmer and am a resident of Queen Anne's County, Maryland.

Q. 2. Are you the Defendant in this case?

A. Yes.

Q. 3. What relation did you bear to James L. Cornell?

A. I was his wife.

Q. 4. Give the date of Dr. Cornell's death?

A. October 31st, 1928.

Q. 5. Did you know the farm known as "Piney Point" which was owned by your husband at the time of his death?

A. Yes, I lived there.

Q. 6. Mrs. Cornell I hand you a paper marked "Plaintiff's Exhibit No. 1", which is a certified copy of a deed from Letitia Shotwell to James L. Cornell. Is that the deed conveying the farm which you know as "Piney Point"?

A. Yes it is.

Q. 7. Did Mr. Cornell acquire a small parcel of this farm by another deed from Letitia Shotwell?

A. He did.

Q. 8. I hand you a paper marked "Plaintiff's Exhibit No. 2". Is this a certified copy of the deed conveying this small parcel?

A. It is.

Q. 9. Whom did Dr. Cornell leave surviving him as his heirs at law?

A. My-self and his sister, Juliet Hicks Brown.

Q. 10. Has administration been had upon the personal estate of Dr. James L. Cornell, and, if so, by whom.

A. It has. By myself.

Q. 11. Did you know Mrs. Brown?

A. Yes, I certainly did.

Q. 12. Do you know J. Cornell Brown, Mary A. Clark, Florenz A. Bristow, Sallie C. Thomas, and Dorothy Power? Are they still living?

A. Yes.

Q. 13. Did you know Juliet D. Bevin?

A. Yes. She has died.

Q. 14. Whom did Mrs. Bevin leave as her heirs at law?

A. Her little girl. May, I think her name is. And her husband, Victor Bevin.

Q. 15. Are any of the above parties infants.

A. May Bevin.

Q. 16. In your opinion can the farm known as "Piney Point" be divided without loss or in-jury to the parties interested in it?

A. No. It is a farm situated on a peninsula with only one set of buildings, and a very narrow approach to it.

M3580

Q. 17. Are you familiar with a contract of sale in to which you have entered with the parties named in question No. 12 selling this farm to William R. Horney?

A. Yes.

Q. 18. In your opinion will it be to the interest and advantage of all of the parties owning this real estate to carry out this contract, if so, give your reason?

A. Yes, the price is a very good one. Besides the number of people interested make it impossible to manage the farm to any of their satisfaction.

Q. 19. Can you give the residences of the various parties to this suit?

A. J. Cornell Brown and Clara Belle Brown reside in Canada. Mary A. Clark and Briscoe B. Clark reside in Northport, Long Island. Florenz A. Bristow and Allen S. H. Bristow reisde in Brooklyn. Sallie G. Thomas and Hiram Thomas reside in Brooklyn. Dorothy L. Power and W. Kent Power reside in Calgary, Canada. Victor D. Bevin and May C. Bevin, infant, reside in Northport, Long Island. William R. Horney resides in Queen Anne's County.

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 do not.

ALICE F. CORNELL

Charles M. West, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

Q. 1. State your name, age, occupation and residence?

A. Charles M. West; Centreville, Queen Anne's County, Maryland; landowner; 63 years old.

Q. 2. This is a suit between J. Cornell Brown and others and Alice F. Cornell to procure the sale of a farm known as "Piney Point" situate in the Fifth Election District of Queen Anne's, Maryland. Are you familiar with farm?

A. I am.

Q. 3. What, if your opinion, is the present value of this farm?

A. About $18,500.00.

Q. 4. At the present time there are eight people owning undivided interests in this real estate, one owning a one-half interest and the seven others owning the other one-half in common, in various proportions. In your opinion could this farm be divided in that manner without loss or injury to the parties interested in it?

A. I should say it could not, No. For the very fact that when you do divide up a farm situated as it is it would deteriorate the value of the farm in order to divide it up into eight parts.

Q. 5. The parties owning this farm have entered into a contract to sell the same for the sum of $30,000.00. In your opinion will it be to the interest and advantage of all of these parties to carry out this contract.

A. Very much to the interest of the sellers, as I consider the price more than adequate.

Q. 6. Which of the parties to this suit do you know personally?

A. Alice F. Cornell and William R. Horney.

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.

CHARLES M. WEST.

Clayton Wright, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

Q. 1. State your name, age, occupation and residence?

A. Clayton Wright; 67 years old; merchant; Centreville, Queen Anne's County, Maryland.

Q. 2. This is a suit between J. Cornell Brown and others and Alice F. Cornell to procure the sale of a farm known as "Piney Point" situate in the Fifth Election District of Queen Anne's County, Maryland. Are you familiar with this farm?

A. Yes, I am.

Q. 3. What in your opinion is the present value of this farm?

A. After having gone over the farm I decided with Mr. Charles M. West that $18,500.00 was a fair valuation for the farm.

Q. 4. At the present time there are eight people owning undivided interests in this farm in various proportions. In your opinion could this farm be divided among them without loss or injury to the parties interested in its?

A. I do not think it could possibly be done. There are only one set of buildings, one entrance, a large part of the water-front is woodland and there is also marsh making it difficult to divide.

Q. 5. The parties to this cause who own this farm have entered into a contract to sell the same for $30,000.00. In your opinion will it be to the interest and advantage of all said parties to carry out this contract?

A. I think it would. The price is far in excess of the valuation I put on it and would therefore be to the benfit of all concerned.

Q. 6. Which of the parties to this suit do you know personally.

A. Mrs. Alice F. Cornell and William R. Horney.

EXAMINER'S SPECIAL:

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or any of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer?

I do not.

CLAYTON WRIGHT.

There being no further witnesses to be examined and neither the solicitor for the Plaintiffs nor the Defendant desiring further time for the production of evidence your examiner herewith respectfully makes his return, and certifies that he was engaged with such examination two days and examined three witnesses, making costs chargeable to the Plaintifs as follows, to wit:

H. B. W. Mitchell, Examiner----------$ 8.00

Witness fees:

Alice F. Cornell, ----------	$ .75	
Charles M. West, ----------	.75	
Clayton Wright, ----------	.75	2.25
TOTAL, ----------		$10.25

H. B. W. MITCHELL
Examiner.

CERTIFICATE OF REGISTER OF WILLS
Filed March 9th, 1931.

This is to certify that the First and Final Administration Account in the Estate of James F. Cornell, late of Queen Anne's County, State of Maryland, deceased, was filed on the 3rd day of February, 1931, by Alice F. Cornell, Administratrix, showing the payment of all claims filed against said estate paid in full.

And this further certifies that the Collateral Inheritance Tax due the State of Maryland on the farm in Tilghman's Neck, Queen Anne's County, Maryland, has been paid unto the Register of Wills for Queen Anne's County.

In Testimony Whereof I hereunto subscribe my name and affix the seal of my office this 9th day of March, 1931.

NORMAN S. DUDLEY
Register of Wills of Queen Anne's Co.

Seal's
Place.

H3580

ORDER NISI
Filed March 24th, 1931.

J. CORNELL BROWN, ET AL.,		IN THE CIRCUIT COURT
VS.		FOR
ALICE F. CORNELL.		QUEEN ANNE'S COUNTY, IN EQUITY, NO. 2857.

ORDER NISI

ORDERED, this 23rd day of March in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, in Equity, that the sale mentioned in the proceedings in the above entitled cause as made by J. Cornell Brown, Clara Belle Brown, Mary A. Clark, Briscoe B. Clark, Florens A. Bristow, Allen S. H. Bristow, Sallie C. Thomas, Hiram Thomas, Dorothy L. Power, W. Kent Power, Victor D. Bevin in his own right and as next friend to May C. Bevin, infant, under the age of twenty one years, and Alice F. Cornell unto William R. Horney, of the farm or parcel of land known as "Piney Point Farm" in the Fifth Election District of Queen Anne's County and more particularly described in the Bill of Complaint filed in said cause, be ratified and confirmed, and that said land be sold in these proceedings for the purpose of partition, in accordance with the terms of the contract filed with the Bill of Complaint, unless cause to the contrary thereof be shown on or before the 28th day of May nineteen hundred and thirty one; provided a copy of this 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 April, next.

The Bill of Complaint states the amount of sales to be thirty thousand dollars, ($30,000.00).

LEWIN W. WICKES

Filed March 24th, 1931. THOMAS J. KEATING

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed May 26th, 1931.

J. CORNELL BROWN, et al.
vs.
ALICE F. CORNELL

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. NO. 2857.

ORDER NISI.

ORDERED, this 23rd, day of March, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, in Equity, that the sale mentioned in the proceedings in the above entitled cause as made by J. Cornell Brown, Clara Belle Brown, Mary A. Clark, Briscoe B. Clark, Florens A. Bristow, Allen S. H. Bristow, Sallie C. Thomas, Hiram Thomas, Dorothy L. Power, W. Kent Power, Victor D. Bevin in his own right and as next friend to May C. Bevin, infant under the age of twenty one years, and Alice F. Cornell unto William R. Horney, of the farm or parcel of land known as "Piney Point Farm" in the Fifth Election District of Queen Anne's County and more particularly described in the Bill of Complaint filed in said cause, be ratified and confirmed and that said land be sold in these proceedings for the purpose of partition, in accordance with the terms of the contract filed with the Bill of Complaint, unless cause to the contrary thereof be shown on or before the 28th day of May, nineteen hundred and thirty one; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 28 day of April next.

The Bill of Complaint states the amount of sales to be thirty thousand dollars, ($30,000.00).

LEWIN W. WICKES

THOMAS J. KEATING

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed March 24th, 1931.

THE CENTREVILLE OBSERVER

Centreville, Md., May 25, 1931

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of J. Cornell Brown et al vs. Alice F. Cornell No. 2857 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 26th day of March, 1931, being more than one month before the 28th day of April 1931

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney

Filed May 26th, 1931.

DECREE FOR SALE
Filed June 3rd, 1931.

J. CORNELL BROWN, ET AL.,	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY, IN EQUITY,
ALICE F. CORNELL.	NO. 2857.

The above cause standing ready for hearing and being submitted without argument the Bill of Complaint and other proceedings were read and considered.

It is thereupon, this second day of June in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED AND DECREED as follows:

FIRST - That the sale of the real estate mentioned in these proceedings as made by J. Cornell Brown, Clara Belle Brown, Mary A. Clark, Briscoe B. Clark, Florens A. Bristow, Allen S. H. Bristow, Sallie C. Thomas, Hiram Thomas, Dorothy L. Power, W. Kent Power, Victor D. Bevin in his own right and as next friend to May C. Bevin, infant, under the age of twenty one years, and Alice F. Cornell unto William R. Horney be finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order nisi, the Court having determined, after examination into all the circumstances that it is for the interest and advantage of the infant plaintiff in this cause, and of the other persons interested in said real estate that the aforesaid sale and the contract under which same was made should be confirmed.

SECOND - That Thomas J. Keating, Jr. of Queen Anne's County, Maryland be, and he is, hereby appointed Trustee to complete said sale and the manner of his proceeding shall be as follows:

He shall first file a bond with the usual conditions to be approved by the Clerk of this Court in the penalty of Thirty Thousand Dollars ($30,000.00), if corporate surety be given, and in double this amount if personal surety be given; upon receipt of the entire purchase money, and not before, he shall convey said property unto the purchaser, by a good and sufficient deed to be executed and acknowledged agreeably to law; and upon receipt of the aforesaid purchase price and the delivery of the aforesaid deed to the purchaser he shall report the manner of his proceeding to this Court and shall bring into this Court the proceeds arising from said sale to be distributed in accordance with the future order of this Court.

THOMAS J. KEATING

Filed June 3rd, 1931.

BOND
Filed June 12, 1931.

Queen Anne's County, to wit:- Be it remembered that on the twelfth day of June, in the year 1931, 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 Fidelity and Deposit Company of Maryland, a body corporate, as surety, are held and firmly bound into the State of Maryland in the full and just sum of thirty thousand dollars ($30,000.00) 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 our heirs, executors, administrators and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th. day of June, in the year nineteen hundred and thirty one.

#38580

Whereas the above bounden Thomas J. Keating, Jr. by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the second day of June, nineteen hundred and thirty one, has been appointed Trustee to sell the real estate mentioned in the proceedings in said Court entitled "J. Cornell Brown et al. Vs. Alice F. Cornell" and numbered 2857 on the Chancery docket of said Court.

Now the condition of the above obligation is such that if the above bounden Thomas J. Keating, Jr. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future order or decree in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Thos. J. Keating, Jr. (SEAL)

Test: Verna Crowl
As to Surety:
M. L. Mattingly.

Seal's Place.

Fidelity and Deposit Company
of Maryland, a body corporate.
By H. L. Janness.
H. L. Janness Attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed June 12th. 1931.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 155, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 12th. day of June, in the year 1931.

Seal's Place.

B. HACKETT TURNER Clerk.

REPORT OF SALE
Filed June 17th, 1931.

J. CORNELL BROWN, ET AL,	)	IN THE CIRCUIT COURT
	)	FOR
VS.	)	QUEEN ANNE'S COUNTY,
	)	IN EQUITY,
ALICE F. CORNELL.	)	NO. 2857.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made by Thomas J. Keating, Jr., Trustee, in the above cause, respectfully shows:

That in accordance with the decree passed by this Honorable Court on June 2nd., 1931, the said Thomas J. Keating, Jr., Trustee, proceeded to complete the sale of the real estate mentioned in these proceedings which was made by J. Cornell Brown, et al, unto William R. Horney by filing his bond in the penalty of thirty thousand dollars, ($30,000.00), with corporate surety thereon approved by the Clerk of this Court. He then proceeded to make settlement with William R. Horney, the purchaser, by receiving from him the purchase price of said property and by conveying unto the said purchaser by a good and sufficient deed, executed and acknowledged agreeably to law, the real estate so sold unto him.

Respectfully submitted.

THOS. J. KEATING JR.
TRUSTEE.

Filed June 17th. 1931.

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

I hereby certify that on this 17th day of June, in the year nineteen hundred and thirty one, before me, the Clerk of the Circuit Court for Queen Anne's County, in the State of Maryland, personally appeared Thomas J. Keating, Jr., Trustee, and made oath that the matters and things stated in the within and aforegoing report of sale were true and bona fide as therein stated, and that the sale was fairly made.

B. HACKETT TURNER
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY.

ORDER OF COURT
Filed July 6th, 1931.

J. Cornell Brown et al
vs.
Alice F. Cornell

In the Circuit Court for
Queen Annes County, in Equity.

The Trustee in this cause having filed his bond herein, as directed by the decree heretofore passed herein, and having received the purchase money and conveyed the property to the purchaser, it is, this sixth day of Jyly in the year nineteen hundred and thirty-one ORDERED that the papers in the proceedings be referred to the Auditor for the purpose of stating an account of the proceeds of sale and directing the distribution thereof in accordance with the allegations of the bill of complaint and the contract of sale, after having allowed the Trustee the costs of the proceedings and the commissions as provided in the contract of sale.

THOMAS J. KEATING

Filed July 6th, 1931.

REPORT AND ACCOUNT OF THE AUDITOR
Filed July 7th, 1931.

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

J. Cornell Brown, et al.,
vs.
Alice F. Cornell.

Cause No. 2857.

To the Honorable, the Judges of said Court:

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

That in the within account, which has been stated by the auditor, Thomas J. Keating, Jr., the trustee named in the decree of this cause, is charged with the full amount of the purchase money named in the decree collected by him, per his report filed in this cause and he is then thereout allowed his commissions for his duties under the decree in accordance with the rule of the court relating to commissions to trustees for making sale of real estate under the decrees of this court, the court costs of the cause, the costs of his bond, the costs of advertising the order nisi relating to the sale and the order nisi to be passed as to this report and account and the fee of the auditor, The balance remaining forms the net sales of the cause for distribution.

That it appears from the proceedings of the cause that Alice L. Cornell had one undivided half interest in the land sold and in the within account she is allowed one-half of the net sales of the cause; that at the time of the sale J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sallie C. Thomas and Dorothy L. Power has each one undivided twelfth part of the land sold and each accordingly in the within account is allowed one-twelfth of the net sale of the cause.

That it appears from the proceedings of the cause that at the time of the sales of the cause Victor D. Bevin owned an undivided interest in the land sold to the extent of one-third of one-twelfth part and in the within account he is allowed one-third of one-twelfth of the net sales of the land; that at the time of the sales of the cause May C. Bevin owned two-thirds of one-twelfth of the land sold and in the within account she is allowed two-thirds of one-twelfth of the net sales of the cause.

Which is respectfully submitted.

MADISON BROWN

July 7, 1931.

Auditor.

Cause No. 2857.

The proceeds of the sale of the real estate of Alice F. Cornell, J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sallie C. Thomas, Dorothy L. Power, Victor D. Bevin, and May C. Bevin, in account with Thomas J. Keating, jr., the trustee named in the decree of this cause to complete the sale mentioned in the cause and to collect the purchase money of said sale.

438580

1931,
June
2, By gross amount of the sales of the cause received by the said trustee, per his report filed June 17, 1931, to wit: the sum of $30,000.00

DR.

To Thomas J. Keating, jr., the trustee, for his commissions on the sale reported and collected, per rule of the court, to wit: the sum of . . $1,245.00

To do., for the court costs of this cause, per statement of the Clerk of the Court paid him per his receipt on the statement as follows, to wit:

Appearance fee of T. J. Keating, jr., solicitor of plaintiffs.	$10.00	
Appearance fee of R. T. Earle, solicitor of defendants	10.00	
Costs of B. H. Turner, Clerk	31.75	
Costs of J.E. Anthony, sheriff	2.40	
Costs of H.B.W. Mitchell, examiner. . .	8.00	
Costs of witnesses before examiner . . .	2.25 . .	64.40

To do., for the costs of his corporate bond filed in this cause paid the corporate surety thereon, per receipt of said surety exhibited to the auditor, to wit: the sum of 90.00

To do., for the costs of advertising in the Centreville Observer the order nisi passed on the sale per account for same with receipt thereon exhibited to the auditor, to wit: the sum of 29.25

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

To Madison Brown, auditor, for stating this account, the sum of 22.50

$ 1,454.15

To balance carried forward 28,545.85

$30,000.00 $30,000.00

Cause No. 2857.

CR.

By balance brought forward, to wit: the sum of $28,545.85

DR.

To Alice F. Cornell,
1/2 of said balance, to wit: the sum of . . .$14,272.93

To J. Cornell Brown,
1/6 of 1/2 of said balance, to wit: sum of . 2,378.82

To Mary A. Clark,
1/6 of 1/2 of said balance, to wit: sum of . . 2,378.82

To Florens A. Bristow,
1/6 of 1/2 of said balance, to wit: sum of .. 2,378.82

To Sallie C. Thomas,
1/6 of 1/2 of said balance, to wit: sum of . . 2,378,82

To Dorothy L. Power,
1/6 of 1/2 of said balance, to wit: sum of . . 2,378,82

To Victor D. Bevin,
1/3 of 1/6 of 1/2 of said balance, to wit:
sum of 792.94

To May C. Bevin,
2/3 of 1/6 of 1/2 of said balance, to wit:
sum of 1,585.88

$28,545.85 $28,545.85

July 7, 1931.

MADISON BROWN

Auditor.

Filed July 7th, 1931.

NISI RATIFICATION OF AUDIT

J. Cornell Brown et al.	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Alice F. Cornell.	)	IN EQUITY
	)	CASE NO. 2857.

ORDERED, This 7th. day of July 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 first day of August, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 25th. day of July, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed July 7th. 1931.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Aug. 3rd, 1931.

NISI RATIFICATION OF AUDIT

J. Cornell Brown, et al.
vs.
Alice F. Cornell

In the Circuit Court for Queen Anne's County In Equity Case No. 2857

ORDERED, This 7th day of July, 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 first day of August, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of July, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk
True Copy:
Test: B. HACKETT TURNER, Clerk
Filed July 7th, 1931.

THE CENTREVILLE RECORD

Centreville, Md., Aug. 3, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of J. Cornell Brown, et. al. vs. Alice F. Cornell, Case No. 2857, 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 25th day of July in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

BY. L. HOPKINS.

CLERK'S CERTIFICATE.

J. Cornell Brown, et al. Vs. Alice F. Cornell	In the Circuit Court for Queen Anne's County, in Equity. No. 2857 Chy.

H3858

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 7th day of July, 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 3rd day of August, 1931.

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

Seal's
Place

ORDER OF COURT
Filed Aug. 4th, 1931.

J. Cornell Brown et al Vs Alice F. Cornell	‹ ‹ ‹	In The Circuit Court for Queen Annes County, in Equity.

ORDERED this fourth day of August in the year nineteen hundred and thirty-one, that the report and account filed in these proceedings by Madison Brown, Auditor, be finally ratified and confirmed, no cause to the contrary therehaving been shown, although due notice appears to have been given as prescribed by the preceding order 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, save anc except the amount awarded unto the infant, Mae Bevin which the Trustee is hereby directed to hold for the further order of this Court.

THOMAS J. KEATING

Filed August 4th, 1931.

PETITION OF ALICE F. CORNELL
TO FILE BILL FOR REVIEW AND
ORDER NISI THEREON.
Filed Oct. 22nd, 1931.

J. CORNELL BROWN, ET AL., vs. ALICE F. CORNELL	‹	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2857.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Alice F. Cornell, the Defendant in the above entitled cause, unto your Honors, respectfully shows:

1. That after the passage of the decree in the above entitled cause ratifying the sale and appointing Thomas J. Keating, Junior, Trustee to complete said sale, after the said sale had been completed by the execution of a deed by the said Trustee to the purchaser for the real estate decreed to be sold, after an audit had been stated distributing the proceeds of sale, and after said audit had been ratified and confirmed by this Court, your Petitioner discovered a paper writing purporting to be the last will and testament of James L. Cornell, late of Queen Anne's County, Maryland, deceased, in which said paper writing all the property, real and personal, (which would include the real estate decreed to be sold as aforesaid), of which the said James L. Cornell died seized and possessed was given, devised and bequeathed unto your Petitioner.

2. That said paper writing purporting to be the last will and testament of the said James L. Cornell, deceased, has been delivered by your Petitioner, as the finder thereof or custodian, to the Register of Wills, for probate, and which said last will and testament is now in the process of being probated by the Orphans' Court of Queen Anne's County. A certified copy of said paper writing is filed herewith as a part hereof, and is marked "Petitioner's Exhibit No. 1".

3. That your Petitioner did not know of the existence of said paper writing at the time of the passage of the decree of sale in this cause nor did she know of its existence at the time of the passage of the final order of this Court ratifying the said audit, so that it was impossible for her to use this matter at the former hearing.

4. That your Petitioner is advised that she is entitled to apply to this Court for leave to file a bill of review of the decree so as aforesaid passed in this cause and the other orders of this Court passed therein.

5. That your Petitioner is also advised that she is entitled to apply to this Court for the suspension of the order ratifying the audit filed in this cause, upon such conditions, if any, as may appear reasonable.

Therefore, your Petitioner, prays this Honorable Court to pass an order nisi, requiring notice and a copy of the same to be served on the other parties to this cause by a specified day to be named therein, to show cause, if any they have, why leave should not be granted to file said bill of review; and also an order directing the suspension of the order ratifying said audit.

Respectfully submitted,

Alice F. Cornell
Petitioner.

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

I HEREBY CERTIFY that on this twenty second day of October, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Alice F. Cornell and made oath in due form of law that the matters and things stated in the aforegoing Petition are true as therein set forth, to the best of her knowledge and belief, and further made oath as aforesaid that she did not know of the existence of the paper writing purporting to be the last will and testament of James L. Cornell, deceased, before the decree and other orders in the above entitled cause were made.

B. Hackett Turner
Clerk.

Filed Oct. 22nd, 1931.

PETITIONER'S EXHIBIT NO. 1"
Filed Oct. 22nd, 1931.

I, James L. Cornell, of Centreville, Queen Anne's County, in the State of Maryland, do hereby make, publish and declare my last will and testament as follows:

I give, devise and bequeath to my wife, Alice Ferguson Cornell, all the property, real and personal, of which I may die seised or possessed or to which I may be in any way entitled, and I hereby appoint her to be the Executrix of this will and direct that she shall not be required to give in any jurisdiction any bond or other security for the performance of her trust.

I hereby revoke all other wills by me at any time made.

In witness whereof I have hereunto set my hand and seal this fifteenth day of July, 1897.

James L. Cornell (SEAL)

Signed, sealed, Published and Declared by the said 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 this 15th day of July, 1897, the words "and for his last will and testament" being inserted in this attestation clause before execution.

Nelson Stanley Spencer	230 Central Park South New York
M. Edward Kelley------	25 Seventh Ave. New York City.
Fred R. Smyth---------	851 President St. Brooklyn, N. Y.

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

On the 13th day of October, A. D., 1931, came Alice F. Cornell, custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of JAMES L. CORNELL, late of Queen Anne's

H3858

County, State of Maryland, deceased, and made oath, in due form of law, that the aforegoing is the true and whole will of said deceased that has come to her hands and possession, and that she does not know nor has she heard of any other and that she found the same, on or about the 7th day od September, A. D. 1931, among other papers in a chest of silver, which had been lodged for safe keeping in the vault of The Centreville National Bank of Maryland before the date of the death of the said James L. Cornell, and which said chest of silver had not been opened since the date of the death of the said James L. Cornell.

Sworn before:

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

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the paper-writing purporting to be the last Will and Testament of James L. Cornell, deceased, as filed in this office on October 13, 1931 and which is being held for probate, 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 1931.

Seal's
Place.

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

ORDER NISI
Filed Nov. 2nd, 1931.

J. CORNELL BROWN, ET AL.,

vs.

ALICE F. CORNELL.

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

Cause No. 2857.

ORDER NISI

ORDERED, this second 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 leave be and is hereby given unto Alice F. Cornell to file a bill to review the decree and subsequent orders made by said Court in the above entitled cause, unless cause to the contrary thereof is shown on or before the thirtieth day of November 1931, provided a copy of this order is served upon all of the Plaintiffs to this cause, or upon Thomas J. Keating, Junior, their counsel of record, on or before the tenth day of November, 1931, and provided further that a copy of the Petition and this order nisi is mailed by registered letter to each party Plaintiff.

AND IT IS FURTHER ORDERED that the order of this Court in this cause ratifying the audit filed therein be and the same is hereby suspended pending the further order of this Court.

Filed November 2nd, 1931.

Thomas J. Keating.

CERTIFIED COPY OF PETITION
AND ORDER OF COURT TO BE SERVED
ON WILLIAM R. HORNEY, AND MAILED
TO OTHER PLAINTIFFS.
Filed Nov. 7th, 1931.

J. CORNELL BROWN, ET AL.,

vs.

ALICE F. CORNELL.

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

Cause No. 2857.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Alice F. Cornell, the Defendant in the above entitled cause, unto your Honors, respectfully shows:

1. That after the passage of the decree in the above entitled cause ratifying the sale and appointing Thomas J. Keating, Junior, Trustee to complete said sale, after the said sale had been completed by the execution of a deed by the said Trustee to the purchaser for the real estate decreed to be sold, after an audit had been stated distributing the proceeds of sale, and after said audit had been ratified and confirmed by this Court, your Petitioner discovered a paper writing purporting to be the last will and testament of James L. Cornell, late of Queen Anne's County, Maryland, deceased, in which said paper writing all the property, real and persona, (which would include the real estate decreed to be sold as aforesaid), of which the said James L. Cornell died seized and possessed was given, devised and bequeathed unto your Petitioner.

2. That said paper writing purporting to be the last will and testament of the said James L. Cornell, deceased, has been delivered by your Petitioner, as the finer thereof or custodian, to the Register of Wills, for probate, and which said last will and testament is now in the process of being probated by the Orphans' Court of Queen Anne's County. A certified copy of said paper writing is filed herewith as a part hereof, and is marked "Petitioner's Exhibit No. 1".

3. That your Petitioner did not know of the existence of said paper writing at the time of the passage of the decree of sale in this cause nor did she know of its existence at the time of the passage of the final order of this Court ratifying the said audit, so that it was impossible for her to use this matter at the former hearing.

4. That your Petitioner is advised that she is entitled to apply to this Court for leave to file a bill of review of the decree so as aforesaid passed in this cause and the other orders of this Court passed therein.

5. That your Petitioner is also advised that she is entitled to apply to this Court for the suspension of the order ratifying the audit filed in this cause, upon such conditions, if any, as may appear reasonable.

Therefore, your Petitioner, prays this Honorable Court to pass an order nisi, requiring notice and a copy of the same to be served on the other parties to this cause by a specified day to be named therein, to show cause, if any they have, why leave should not be granted to file said bill of review; and also an order directing the suspension of the order ratifying said audit.

Respectfully submitted,

Alice F. Cornell
Petitioner.

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

I HEREBY CERTIFY that on this twenty second day of October, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Alice F. Cornell and made oath in due form of law that the matters and things stated in the aforegoing Petition are true as therein set forth, to the best of her knowledge and belief, and further made oath as aforesaid that she did not know of the existence of the paper writing purporting to be the last will and testament of James L. Cornell, deceased, before the decree and other orders in the above entitled cause were made.

B. HACKETT TURNER
Clerk.

Filed Oct. 22nd, 1931.

J. CORNELL BROWN, ET AL.,
vs.
ALICE F. CORNELL.

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

Cause No. 2857.

H3858

ORDER NISI

ORDERED, this second 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 leave be and is hereby given unto Alice F. Cornell to file a bill to review the decree and subsequent orders made by said Court in the above entitled cause, unless cause to the contrary thereof is shown on or before the thirtieth day of November 1931, provided a copy of this order is served upon all of the Plaintiffs to this cause, or upon Thomas J. Keating, Junior, their counsel of record, on or before the tenth day of November, 1931, and provided further that a copy of the Petition and this order nisi is mailed by registered letter to each party Plaintiff.

AND IT IS FURTHER ORDERED that the order of this Court in this cause ratifying the audit filed therein be and the same is hereby suspended pending the further order of this Court.

THOMAS J. KEATING.

Filed November 2nd, 1931.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the aforegoing is truly taken and copied from the original Petition and Order filed in the above entitled cause and now remaining in this office.

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

B. Hackett Turner

Seal's Place.

Clerk.

And on the back of the aforegoing Certified Copy of Petition was thus endorsed, to wit:

Service admitted this 7th day of Nov. 1931.

Wm. R. Horney.

CERTIFIED COPY OF
PETITION AND ORDER TO
BE SERVED ON THOMAS J.
KEATING, JR.
Filed Nov. 13th, 1931.

J. CORNELL BROWN, ET AL.,		In the Circuit Court for Queen Anne's County in Equity.
vs.		
ALICE F. CORNELL.		Cause No. 2857.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Alice F. Cornell, the Defendant in the above entitled cause, unto your Honors, respectfully shows:

1. That after the passage of the decree in the above entitled cause ratifying the sale and appointing Thomas J. Keating, Junior, Trustee to complete said sale, after the said sale had been completed by the execution of a deed by the said Trustee to the purchaser for the real estate decreed to be sold, after an audit had been stated distributing the proceeds of sale, and after said audit had been ratified and confirmed by this Court, your Petitioner discovered a paper writing purporting to be the last will and testament of James L. Cornell, late of Queen Anne's County, Maryland, deceased, in which said paper writing all the property, real and personal, (which would include the real estate decreed to be sold as aforesaid), of which the said James L. Cornell died seized and possessed was given, devised and bequeathed unto your Petitioner.

2. That said paper writing purporting to be the last will and testament of the said James L. Cornell, deceased, has been delivered by your Petitioner, as the finer thereof or custodian, to the Register of Wills, for probate, and which said last Will and testament is now in the process of being probated by the Orphans' Court of Queen Anne's County. A certified copy of said paper writing is filed herewith as a part hereof, and is marked "Petitioner's Exhibit No. 1".

3. That your Petitioner did not know of the existence of said paper writing at the time of the passage of the decree of sale in this cause nor did she know of its existence at the time of the passage of the final order of this Court ratifying the said audit, so that it was impossible for her to use this matter at the former hearing.

4. That your Petitioner is advised that she is entitled to apply to this Court for leave to file a bill of review of the decree so as aforesaid passed in this cause and the other orders of this Court passed therein.

5. That your Petitioner is also advised that she is entitled to apply to this Court for the suspension of the order ratifying the audit filed in this cause, upon such conditions, if any, as may appear reasonable.

Therefore, your Petitioner, prays this Honorable Court to pass an order nisi, requiring notice and a copy of the same to be served on the other parties to this cause by a specified day to be named therein, to show cause, if any they have, why leave should not be granted to file said bill of review; and also an order directing the suspension of the order ratifying said audit.

Respectfully submitted,

Alice F. Cornell
Petitioner.

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

I HEREBY CERTIFY that on this twenty second day of October, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Alice F. Cornell and made oath in due form of law that the matters and things stated in the aforegoing Petition are true as therein set forth, to the best of her knowledge and belief, and further made oath as aforesaid that she did not know of the existence of the paper writing purporting to be the last will and testament of James L. Cornell, deceased, before the decree and other orders in the above entitled cause were made.

B. Hackett Turner
Clerk.

Filed Oct. 22nd, 1931.

J. CORNELL BROWN, ET AL.,
vs.
ALICE F. CORNELL.

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

Cause No. 2857.

ORDER NISI

ORDERED, this second 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 leave be and is hereby given unto Alice F. Cornell to file a bill to review the decree and subsequent orders made by said Court in the above entitled cause, unless cause to the contrary thereof is shown on or before the thirtieth day of November 1931, provided a copy of this order is served upon all of the Plaintiffs to this cause, or upon Thomas J. Keating, Junior, their counsel of record, on or before the tenth day of November, 1931, and provided further that a copy of the Petition and this order nisi is mailed by registered letter to each party Plaintiff.

AND IT IS FURTHER ORDERED that the order of this Court in this cause ratifying the audit filed therein be and the same is hereby suspended pending the further order of this Court.

THOMAS J. KEATING.

Filed November 2nd, 1931.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

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I hereby certify that the aforegoing is truly taken and copied from the original Petition and Order filed in the above entitled cause and now remaining in this office.

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

B. Hackett Turner, clerk.

Seal's
Place.

And on the back of the aforegoing certified copy of Petition and Order was thus endorsed, to wit:

I hereby certify that I served the within order nisi upon Thomas J. Keating, Jr., by reading the same to him and by leaving a copy thereof with him this 9th day of November 1931.

J. Elmer Anthony
Sheriff.

Filed November 13th, 1931.

FINAL ORDER
Filed Dec. 9th, 1931.

J. CORNELL BROWN, ET AL.,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
ALICE F. CORNELL.	)	Cause No. 2857.

FINAL ORDER

ORDERED this 9th day of December, 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 leave be and is hereby finally given unto Alice F. Cornell to file a bill to review the decree and subsequent orders made by this Court in this cause, no cause to the contrary thereof having been shown, although notice appears to have been given in the manner and as required by the order nisi heretofore passed in this cause on the 2nd day of November, 1931.

Thomas J. Keating.

Filed Dec. 9th, 1931.

CERTIFIED COPY OF DECREE OF
COURT PASSED June 6th, 1932.
Filed June 7th, 1932.

ALICE F. CORNELL,	)	In the Circuit Court for Queen Anne's County, in Equity.
Vs.	)	
J. CORNELL BROWN, et al.	)	Cause No. 2893.

FINAL DECREE

This cause standing ready for hearing and being submitted without argument, the proceedings were read and considered.

IT IS THEREUPON, this sixth day of June, in the year nineteen hundred and thirty two, by the Circuit Court for Queen Anne's County, in Equity,

and by the authority of said Court, ADJUDGED, ORDERED and DECREED that the Decree and subsequent orders passed in the cause in this Court entitled "J. Cornell Brown, et al., vs. Alice F. Cornell, et al." being Cause No. 2857, on the Chancery Docket of this Court and all proceedings thereon and thereunder, except as hereinafter directed, are hereby reviewed and reversed, and Alice F. Cornell, the sole devisee under the last will and testament of James L. Cornell, late of Queen Anne's County aforesaid, deceased, is hereby declared to be the sole owner of the tract of land or farm mentioned in these proceedings and in said Cause No. 2857, now reduced into one parcel of land, but composed of two parcels of land known as "Piney Point", and containing four hundred and eighty (480) acres of land, more or less, in the aggregate, under the terms and provisions of said last will and testament of the said James L. Cornell, deceased.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Alice F. Cornell be and she is hereby declared to be in possession of said tract of land as devisee under the terms and provisions of said last will and testament of the said James L. Cornell, deceased, as fully and effectually as the said Alice F. Cornell would have been if the said decree and said subsequent orders passed in said Cause No. 2857 had never been pronounced and executed.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Thomas J. Keating, Jr. the Trustee in said Cause No. 2857, be and he is hereby directed to pay unto the said Alice F. Cornell the sum of Fourteen thousand two hundred seventy two dollars and ninety two cents ($14,272.92) together with all interest accrued thereon, (now held by the said Thomas J. Keating, Jr. pending the further order of this Court) which said sum, in the aggregate, was awarded by the audit filed in said Cause No. 2857 and heretofore ratified and confirmed by this Court unto J. Cornell Brown, Mary A. Clark, Florence A. Bristow, Sally C. Thomas, Dorothy L. Power, Victor D. Bevin and May C. Bevin, infant, respectively; provided, that a certificate copy of this Decree shall first be filed among the proceedings in said Cause No. 2857.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Alice F. Cornell is not to be reimbursed for the commissions and expenses incident to the proceedings in said Cause No. 2857, and all orders of this Court relating to said Commissions and expenses as shown by said audit shall stand as heretofore; she having assented to this provision as to costs.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Alice F. Cornell shall pay the costs of this proceeding as well as the cost of the certified copy of this Decree to be filed as hereinbefore directed in said Cause No. 2857.

Filed June 7th. 1932. THOMAS J. KEATING.

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

I hereby certify that the aforegoing is truly taken and copied from the original Final Decree filed in the above entitled cause on June 7th. 1932.

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 two.

B. HACKETT TURNER
Clerk.

Seal's
Place.

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CHANCERY CAUSE NO. 2860.

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

WILLIAM R. HORNEY, Assignee of Mortgage,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
MINNIE C. COURSEY and ROBERT COURSEY, her husband, Mortgagors.	Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in the papers of said cause a certified copy of the mortgage from Minnie C. Coursey and Robert Coursey, her husband, to The Del-Mar-Va Mortgage Company, a body corporate, dated November 14th. 1930, and recorded in Liber B. H. T. No. 12, folios 86, etc., a land record book for Queen Anne's County, Maryland, and of the assignments thereof, by mesne assignments, to William R. Horney, which said assignments are recorded at the foot of said mortgage.

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

And as in duty bound, etc.,

Wm. R. Horney
Assignee of Mortgage.

Miles & Bailey,
per Wm. R. Horney.

Harper & Horney
Attorneys for Assignee.

CERTIFIED COPY OF MORTGAGE.
Filed March 9th. 1931.

#14,609. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventeenth day of November, in the year nineteen hundred and thirty, the following Mortgage and assignment were brought to be recorded, to wit:-

THIS MORTGAGE AND AGREEMENT, Made this fourteenth day of November, in the year nineteen hundred and thirty by Minnie C. Coursey and Robert Coursey, her husband, hereinafter called the Mortgagor, and THE DEL-MAR-VA MORTGAGE COMPANY, a corporation of the State of Delaware, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor_ justly indebted unto the said THE DEL-MAR-VA MORTGAGE COMPANY in the full sum of forty five hundred Dollars, evidenced by the certain obligation of the said Mortgagor_, bearing even date herewith for said principal sum aforesaid, and payable to the order of THE DEL-MAR-VA MORTGAGE COMPANY, its successors or assigns Ten Years Two Months after the date thereof, with interest thereon at the rate of six per cent per annum, payable monthly, to secure the payment of which principal sum in the manner and at the times above specified for the payment thereof respectively, and to secure the other obligations and covenants hereinafter contained, this mortgage is executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said Mortgagor_ do__ hereby grant and convey unto the said THE DEL-MAR-VA MORTGAGE COMPANY, its successors and assigns, the following described property:

Parcel No. 1:- All that lot or parcel of land, formerly known as "The Methodist Protestant Parsonage Property", improved by a two and one-half story frame dwelling house situate, lying and being on the southeast side of Liberty Street, in the town of Centreville, in Queen Anne's County, State of Maryland, and described as follows, to wit:- Beginning for the same at a stone planted in the outer curb of the pavement on the southeast side of said Liberty Street opposite the divisional fence between the lot hereby conveyed and the property of (or formerly of) Margaret K. Brown and running thence with said divisional fence in a southeasterly direction one hundred and seventy four feet and four inches to the point where the lot hereby conveyed and said property of(or formerly of) Margaret K. Brown corner on the property of the M. P. Church, thence in a southwesterly direction along the divisional line between the lot hereby conveyed and said property of the Methodist Protestant Church fifty two feet and seven inches to the point where the lot hereby conveyed and the lot of land hereinafter described as Parcel No. 2 corner on said property of the Methodist Protestant Church, thence in a northwesterly direction along the divisional line between the lot hereby conveyed and said lot described as Parcel No. 2 one hundred and seventy feet and eight inches to the outer curb of the pavement on the southeast side of said Liberty Street and thence in a northeasterly direction with said outer curb of said pavement fifty two feet and six inches to the said place of beginning.

Parcel No. 2:- All that lot or parcel of land adjoining the said lot of land hereinabove described as Parcel No. 1 situate, lying and being on the southeast side of said Liberty Street in the town of Centreville in Queen Anne's County, State of Maryland and described as follows, to wit:- Beginning for the same at the outer curb of the pavement on the southeast side of said Liberty Street at the northwestern end of the divisional line between the lot hereby conveyed and said lot above described as Parcel No. 1 and running thence in a southwesterly direction along the outer curb of said pavement five feet to the property of (or formerly of) John G. Shearer, thence in a southeasterly direction along the divisional line between the lot hereby conveyed and said property of (or formerly of) John G. Shearer, thence in a southeasterly direction along the divisional line between the lot hereby conveyed and said property of (or formerly of) John G. Shearer one hundred and seventy feet and eight inches to the point where the lot hereby conveyed and said property of (or formerly of) John G. Shearer corner on the property of the Methodist Protestant Church, thence in a northeasterly direction along the divisional line between the lot hereby conveyed and said property of the Methodist Protestant Church five feet to the point where the lot hereby conveyed and said lot hereinabove described as Parcel No. 1 corner on said property of the Methodist Protestant Church thence in a northwesterly direction along the divisional line between the lot hereby conveyed and said lot hereinabove described as Parcel No. 1 one hundred and seventy feet and eight inches to the place of beginning; and being the same two parcels of land which were conveyed unto Minnie C. Coursey by deed from Woolman Hopper Gibson and Lucy C. Gibson, his wife dated July 1st. 1919 and recorded in Liber J. F. R. No._, folio 373, a land record book for Queen Anne's County, to which said deed and the references herein contained, reference is hereby made for a more full and perfect description of the property hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever, in fee simple. Provided, that if the said Mortgagor' shall well and truly pay unto the said Mortgagee, itsusuccessors and assigns the aforesaid sum of money, with interest as aforesaid, as and when the same shall respectively become due and payable, according to the tenor and effect of the said obligation, and shall perform all of the covenants and conditions herein contained on their part to be performed, then this mortgage shall be void, otherwise to remain in full force and effect.

The Mortgagor for themselves heirs, personal representatives, successors and assigns covenant and agree as follows:

(a) Not to sell, transfer or assign any part or the whole of the herein mortgaged property during the existence of this mortgage without the written consent, first obtained of the Mortgagee, its successors or assigns.

(b) To pay when due all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said mortgaged property as well as all liens, debts or charges against the said Mortgagor_, personally which, by operation of law or in any other manner may constitute a prior lien to this mortgage on the hereindescribed property.

(c) To insure, and pending the existence of this mortgage to keep insured against loss by fire, windstorm or the elements, the improvements on the hereby mortgaged land in Companies selected by or satisfactory to the Mortgagee, its successors or assigns to the amount of at least Forty-Five Hundred Dollars, and to permit the insurance policies to be so framed or endorsed, as in case of fire or damage by the elements to inure to the benefit of said Mortgagee, its successors or assigns to the extent of its lien or claim hereunder; and to deposit said policies with the Mortgagee; and the said Mortgagor hereby covenant to pay the necessary costs or premiums to keep said insurance in force.

It is hereby agreed that should the Mortgagor fail to pay when due the taxes, assessments or like liens against said property or shall fail to pay the insurance costs or premiums necessary to be paid to keep the herein property insured in the manner provided for, then the Mortgagee, its successors or assigns may pay any said taxes, assessments, liens or costs, and the sum paid shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payments, as though included in the mortgage debt hereinbefore first mentioned.

SPECIAL AGREEMENT. "Whereas the Mortgagors have advised the Mortgagee of __inability to meet the full payment of the principal of the indebtedness secured by this mortgage at its maturity unless some systematic method of savings be made during the life of the mortgage, and further that said Mortgagor prefer to make said savings deposits with the Mortgagee (the handling of which said small deposits by the Mortgagee will necessitate its keeping extra records and employing additional help), and whereas the Mortgagee has agreed, and by its acceptance and recording of this mortgage and agreement does agree to accept and receive said systematic savings deposits strictly upon the following conditions, it is agreed as follows:

The Mortgagor__ hereby agree to pay to and the Mortgagee (its successors and assings) agrees to receive from the Mortgagor__on the last day of the month following the month in which this Mortgage is dated a sum equal to Seven Dollars for each One Thousand Dollars secured by this mortgage, and a like sum on the last day of each succeeding month thereafter until the final maturity of this mortgage. The Mortgagee, its successorsand assigns shall have the use of said savings deposits until the final maturity of the mortgage in consideration for its service rendered and expenses incurred in handling said savings deposits, and in further consideration that, from the time the periodical deposits on each One Thousand Dollars of the sum secured by this mortgage accumulate to

M3580

multiples of One Hundred Dollars on each One Thousand Dollars, it hereby agrees to credit the Mortgagor_ at the maturity date of the mortgage with simple interest at the rate of Four per cent. per annum from said period until the final maturity date of the Mortgage. It is hereby expressly agreed that said savings fund and the interest thereon credited is to be used to retire the within mortgage indebtedness at its stated maturity date, and the Mortgagee, its successors and assigns is hereby given a first and prior lien or claim thereon to all other creditors or holders of liens or claims against the herein Mortgagor_, or either of them, or successors in title to them or any part or all of the within described property. In the event of a default in the mortgage before maturity, the savings deposits with Two per cent. simple interest thereon only shall be immediately credited on the mortgage debt."

It is agreed that the Mortgagor_ may not, without the Mortgagee's consent, pay off the full mortgage debt hereby secured before its due date, and the Mortgagee shall not be obliged to accept savings deposits agreed to be made under the above Special Agreement in sums other than stated;

AND, it is agreed that until default be made in any of the covenants or conditions of this mortgage or of the Special Agreement herein contained, the said Mortgagor_ shall possess the herein described property. But upon default by the Mortgagor_ or successors in title to the herein described property in any covenant or condition of this mortgage or the Special Agreement herein contained, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors or assigns or its then authorized Attorney or Agent at any time after such default to take over and collect the rents or incomes from said property and apply them on the sum die it according to the terms hereof, and or-to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, 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, or 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 by advertisement in some newspaper printed in County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, or any part thereof, under the powers hereby granted, the proceeds arising from such sale are to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; 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) shall be paid to the said Mortgagor_, or to whoever may be entitled to the same; and in the event that said mortgaged property or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagor or any person in his, her or their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said Mortgagor__ covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half of the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid.

IN WITNESS WHEREOF

Test: MINNIE C. COURSEY (SEAL)

Lida Hopkins. ROBERT COURSEY (SEAL)

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

I HEREBY CERTIFY, that on this 14th. day of November in the year nineteen hundred and thirty before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Minnie C. Coursey and Robert Coursey, her husband, the Mortgagors named in the aforegoing Mortgage and Agreement and did each acknowledged the aforegoing Mortgage and Agreement to be their act and deed; and at the same time and place also personally appeared before me Edwin H. Brown, Jr. the Attorney or Agent of The Del-Mar-Va Mortgage Company, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public Seal.

LIDA HOPKINS
Notary Public.

Date Nov. 14th. 1930.

FOR VALUE RECEIVED, The Del-Mar-Va Mortgage Company hereby assigns the herein Mortgage unto The Eastern Shore Trust Company, Trustee (under Indenture of Trust dated January 15th. 1929).

WITNESS the hand of the Vice-President of The Del-Mar-Va Mortgage Company, and corporate seal of said body corporate, attested by its Asst. Secretary.

THE DEL-MAR-VA MORTGAGE COMPANY
By W. Edgar Porter,
Vice-President.

Margie D. Parker
Asst. Secretary.

Corporate Seal.

Queen Anne's County, to wit: Be it remembered that on the ninth day of March, in the year nineteen hundred thirty-one, the following assignment was brought to be recorded, to wit:

We hereby assign the aforegoing mortgage to William R. Horney for the purpose of collection by foreclosure or otherwise.

Witness the hand of the vice-President of The Del-Mar-Va Mortgage Company, and the corporate seal of said Company, attested by its Assistant Secretary, and the hand of the Vice-President of The Eastern Shore Trust Company, Trustee, and the corporate seal of said Company, attested by its Assistant Secretary, this 6th day of March, A. D. 1931.

THE DEL-MAR-VA MORTGAGE COMPANY,

By W. Edgar Porter
Vice-President.

Corporate Seal's Place.

MARGIE D. PARKER
Assistant Secretary.

THE EASTERN SHORE TRUST COMPANY, TRUSTEE,

By HOOPER S. MILES
Vice-President.

C. M. FREEWAY
Assistant Secretary.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 12, folios 86, etc., a Land Record Book for Queen Anne's County aforesaid.

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 ninth day of March, in the year nineteen hundred and thirty one.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.
Filed April 4th. 1931.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fourth day of April, in the year 1931, 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 six thousand dollars ($6,000.00) 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 fourth day of April, in the year nineteen hundred and thirty one;

WHEREAS, a certain mortgage from Minnie C. Coursey and Robert Coursey, her husband, to the Del-Mar-Va Mortgage Company, a body corporate, bearing date the 14th. day of November, 1930, and recorded in Liber B.H.T. No. 12, folios 86, etc., a land record book for Queen Anne's County aforesaid, has been by mesne assignments duly assigned to the said William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden William R. Horney, the assignee of said mortgage as aforesaid, is about to execute the power of sale contained in 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)
United States Fidelity and
Guaranty Company.
By William R. Horney.
Its Attorney in fact.

Seal's Place.

Signed, sealed and delivered
in the presence of:
Hilda T. Seward.

Attest: Hilda T. Seward.

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

Security approved and Bond filed April 4th. 1931.

B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 1, fol. 132, a Bond record book for Queen Anne 's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 4th. day of April, in the year 1931.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Apr. 8th. 1931.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. MINNIE C. COURSEY and ROBERT COURSEY, her husband, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2860.

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 Minnie C. Coursey and Robert Coursey, her husband, to The Del-Mar-Va Mortgage Company, a body corporate, bearing date the 14th day of November, 1930, and recorded in Liber B. H. T. No. 12, folios 86, 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 and 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 7th day of April, 1931, 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 lot or parcel of land, consisting of two parcels of land now reduced into one parcel of land, formerly known as "The Methodist Protestant Parsonage Property", situate, lying and being on the southeast side of Liberty Street, in the town of Centreville, in Queen Anne's County, State of Maryland, adjoining the property of J. Lemuel Roberts and wife on the northerly side, the property of the M. P. Church in the rear and the property of Albert W. Sisk on the southerly side, and having a frontage on said street of 52 feet and 6 inches, more or less, and sold the same to The Del-Mar-Va Mortgage Company, a body corporate, duly incorporated under the laws of the State of Maryland, at and for the sum of Four Thousand Nine Hundred Fifty Dollars ($4,950.00), 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 an announcement was made by the said Assignee that there were two errors in the advertisement of sale in that there is no garage on the property and the dwelling is three stories high instead of two and one-half; that the purchaser would be required to pay all State, County and Town Taxes levied for the year 1931 on said property and thereafter; that the water and sewer rent would be adjusted as of the day of sale; that the insurance on the building 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 The Del-Mar-Va Mortgage Company, a body corporate, 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 8th. day of April, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing REPORT OF SALE are true 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.

($4,950.00).

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
"EXHIBIT A".
Filed 4/8/31.

ASSIGNEE'S SALE OF VALUABLE DWELLING

IN CENTREVILLE

Default having occurred in the terms of the mortgage from Minnie C. Coursey and Robert Coursey, her husband, to The Del-Mar-Va Mortgage Company, a body corporate, dated November 14th. 1930, and recorded in Liber B. H. T. No. 12, folios 86, etc., a land record book for Queen Annes County, Maryland, the undersigned assignee of said mortgage, 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 TUESDAY, APRIL 7, 1931, beginning at the hour of 1.30 o'clock P.M., the following described real estate, to wit:

ALL that lot or parcel of land, consisting of two parcels of land now reduced into one parcel of land, formerly known as "The Methodist Protestant Parsonage Property", situate, lying and being on the southeast side of Liberty Street, in the town of Centreville, in Queen Anne's County, State of Maryland, adjoining the property of J. Lemuel Roberts and wife on the northerly side, the property of the M. P. Church in the rear and the property of Albert W. Sisk on the southerly side, and having a frontage on said street of 52 feet and 6 inches, more or less.

The improvements consist of a two and one-half story frame dwelling house in a good state of repair and a garage.

TERMS OF SALE;-One-third cash on the day of sale the balance upon the ratification of the sale by the Circuit Court for Queen Anne's County, in Equity, or all cash at the option of the purchaser, the credit payment if any, to bear interest from the day of sale and to be secured to the satisfaction of 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.

MILES & BAILEY,
HARPER & HORNEY, Attorneys.
J. ELMER ANTHONY, Auct.

THE CENTREVILLE OBSERVER.

CENTREVILLE, MD., April 7th. 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of William R. Horney, Assignee of Mortgage vs. Minnie C. Coursey and Robert Coursey, her husband, Assignors, 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 12th day of March, 1931, being more than twenty days before the Seventh day of April, 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed 4/8/31.

By Margaret E. Durney.

H3580

N I S I.

William R. Horney, Assignee of Mortgage, vs. Minnie C. Coursey and Robert Coursey, her husband, Mortgagors.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2860.

ORDERED, This 8th. day of April, A.D., 1931, 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 June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 11th day of May next.

The Report states the amount of sales to be $4,950.00.

Filed Apr. 8th. 1931. B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed June First, 1931.

WILLIAM R. HORNEY, Assignee of Mortgage, VS. MINNIE C. COURSEY and ROBERT COURSEY, her husband, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2860.

STATEMENT OF MORTGAGE DEBT.

Statement of the principal mortgage debt and interest owing as of the day of sale, under the mortgage from Minnie C. Coursey and Robert Coursey, her husband, to The Del-Mar-Va Mortgage Company, a body corporate, bearing date the 14th day of November, 1930, and recorded in Liber B. H. T. No. 12, folios 86, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned, by mesne assignments, to the said William R. Horney, and which said assignments are duly recorded at the foot of said mortgage:

Amount of the principal mortgage debt as evidenced by the mortgage note and the said mortgage, both attached hereto, to wit:	$4,500.00
Amount of interest on same from the 14th day of November, 1931, (the date of the note), to the 7th day or April, 1931, (the date of the sale of the real estate made and reported in this cause),	107.25
Total amount of principal mortgage debt and interest owing as of the said 7th day of April, 1931,	$4,607.25

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

I HEREBY CERTIFY that on this first day of June, in the year nineteen hundred and thirty one, 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 aforegoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

B. Hackett Turner
Clerk.

Filed June 1st. 1931.

PETITION TO SUBSTITUTE PURCHASERS.
Filed June 5th. 1931.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. MINNIE C. COURSEY and ROBERT COURSEY, her husband, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2860.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of The Del-Mar-Va Mortgage Company, a body corporate, and Theodore E. Shea, of Queen Anne's County, State of Maryland, unto your Honors,

respectfully sets forth:

1. That as will appear by reference to the Report of Sale filed in this cause on the 8th day of April, 1931, the said body corporate, The Del-Mar-Va Mortgage Company, became the purchaser at the sale therein mentioned of the real estate therein described.

2. That the said body corporate, The Del-Mar-Va Mortgage Company, now desires to have the said Theodore E. Shea substituted as purchaser of said real estate in the place and stead of the said body corporate, and the said Theodore E. Shea 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 Theodore E. Shea 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 said substituted purchaser upon the payment of the full purchase price.

Respectfully submitted,

THE DEL-MAR-VA MORTGAGE COMPANY,

by Hooper S. Miles
Its Vice-President.

Seal's Place.

Theodore E. Shea.

ATTEST:

C. M. Freeway
Its Secretary.

CONSENT OF ASSIGNEE AND VENDOR

I, William R. Horney, Assignee of Mortgage and Vendor, do hereby consent to the substitution of Theodore E. Shea as purchaser of the real estate mentioned in the aforegoing Petition in the place and stead of the said body corporate, The Del-Mar-Va Mortgage Company.

William R. Horney
Assignee of Mortgage and Vendor

ORDER OF COURT.

Upon the aforegoing Petition and Consent, IT IS ORDERED, this ninth day of June, 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 Theodore E. Shea be and he is hereby substituted as purchaser of the real estate described in the Report of Sale in this cause in the place and stead of the body corporate, The Del-Mar-Va Mortgage Company; 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 Theodore E. Shea in the same manner as if the said Theodore E. Shea had been the original purchaser at said sale.

Filed June 10th. 1931. Thomas J. Keating.

NISI

CERTIFICATE OF PUBLICATION
OF ORDER NISI.

WILLIAM R. HORNEY, Assignee
of Mortgage,

vs.

MINNIE C. COURSEY and ROBERT COURSEY,
her husband, Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2860.

ORDERED, This 8th day of April, A. D. 1931, 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 June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 11th day of May next.

The Report states the amount of sales to be $4,950.00.

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed--April 8th. 1931.

M3850

THE CENTREVILLE OBSERVER.

Centreville, Md., June 11, 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of William R. Horney, Assignee of Mortgage, vs. Minnie C. Coursey and Robert Coursey, her husband, Mortgagors, Case #2860, 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 April, 1931, being more than sixty days before the 11th day of June 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed June 12th. 1931

By Margaret E. Durney.

CLERK'S CERTIFICATE.

I, B. Hackett Turner, Clerk, do hereby certify that no exceptions have been filed to the sale made and reported in the above entitled cause No. 2860.

B. Hackett Turner
Clerk.

Dated - June 12th 1931.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. MINNIE C. COURSEY and ROBERT COURSEY, her husband, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2860.

FINAL ORDER OF RATIFICATION

ORDERED, this twelfth day of June, in the year 1931, 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 in the above entitled proceedings, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order nisi heretofore passed in this cause; and the said Assignee of Mortgage is allowed the usual commissions allowed by this Court upon sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

Filed June 12th. 1931.

Thomas J. Keating.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed June 19th. 1931.

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

William R. Horney, assignee of mortgage, versus Minnie C. Coursey and Robert Coursey, mortgagors.	Cause No. 2860.

To the Honorable, the Judges of said Court:

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

That it appears that the proceedings of this cause have been had for the collection of a mortgage debt by foreclosure proceedings under the mortgage securing said debt and that the proceeds of the sale are not sufficient to pay the costs and expenses of the sale and the mortgage debt in full.

That in the within account William R. Horney, who held by assignment the mortgage on the day of the sale and who is the party making the sale under said mortgage, is charged with the gross amount of the sale made by him and is then thereout allowed as follows, to wit:

His commissions for making the sale in accordance with the terms of the mortgage, the court costs of the Clerk, per his receipt filed, the costs of the bond of the vendor, per the receipt of the corporate surety on the bond, the costs of advertising the notice of sale and order nisi thereon, per accounts of the same receipted, the costs of the auctioneer for crying the sale, per his receipt, the amount paid the auditor for stating this audit and then the balance of the gross sale remaining after these allowances in part payment of his mortgage claim.

The auditor has made and appends to the account a statement of the mortgage indebtedness between the mortgagors and said assignee showing the balance due the assignee on the mortgage debt on day of sale after application to the debt of the net proceeds of the sale.

Which is respectfully submitted.

June 18, 1931.

Madison Brown
Auditor.

Cause No. 2860.

The proceeds of the sale of the mortgaged real estate of Minnie C. Coursey and Robert Coursey, her husband, mortgagors, in account with William R. Horney, assignee of the mortgage mentioned in said cause and vendor of the mortgaged real estate under the power of sale in said mortgage contained.

1931, April 7,	CR.		
	By amount of the sale of said real estate, per the report of sale filed in this cause, to wit: sum of		$4,950.00
	DR.		
	To William R. Horney, vendor, for his commissions for making the sale, per terms of the mortgage, sum of	$243.00	
	To do., for the court costs of this cause, per statement of Clerk of Court exhibited, to wit: Costs of B.H. Turner, Clerk, paid to him per receipted statement exhibited; $18.75 Appearance fee of Harper & Horney, Miles & Bailey, attorneys of plaintiff, 10.00	28.75	
	To do., for the costs of his bond containing corporate surety filed herein paid said surety, per account with receipt thereon exhibited, the sum of	18.00	
	To do., for the costs of advertising in the Centreville Observer notice of the sale and the order nisi on sale, per receipted account for same exhibited, to wit: the sum of	45.50	
	To do., for the amount paid J. Elmer Anthony, auctioneer, for crying the sale made, per his receipt for the same appears, to wit: the sum of	25.00	
	To do., for the amount paid Madison Brown, auditor, for stating this account, per his receipt, sum of	9.00	
	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 William R. Horney, assignee of the mortgage, in part payment of the amount of his mortgage due on the day of the sale, this balance, to wit: sum of	4,577.75	
		$4,950.00	$4,950.00

STATEMENT OF MORTGAGE DEBT.

Minnie C. Coursey and Robert Coursey, mortgagors, to William R. Horney, Assignee- DR.

	To amount of the mortgage debt due by them to him on April 7, 1931, day of sale- per statement of debt filed in this cause.	$4,607.25
Cr.	By net proceeds of sale above set forth applied thereon.	4,577.75
April 70 1931.	To balance due by them to him bearing interest from this date.	$ 29.50

June 18, 1931.

Filed June 19th. 1931.

Madison Brown
AUDITOR.

NISI RATIFICATION OF AUDIT.

William R. Horney, assignee of Mortgage,	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY.
Minnie C. Coursey and Robert Coursey, her husband, Mortgagors.	CASE NO. 2860.

ORDERED, This 19th. day of June, in the year nineteen hundred and thirty one, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified

H3860

and Confirmed, unless cause to the contrary thereof be shown on or before the 18th. day of July, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of July, 1931, in some newspaper printed and published in Queen Anne's County.

Filed June 19th. 1931. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed July 20th. 1931.

NISI RATIFICATION OF AUDIT.

William R. Horney, Assignee of
Mortgage,
vs.
Minnie C. Coursey and Robert Coursey, her husband, Mortgagors.

In The Circuit Court for Queen Annes County, In Equity. CASE NO. 2860.

ORDERED, This 19th day of June, in the year nineteen hundred and thirty-one, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of July, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of July, 1931, in some newspaper printed and published in Queen Annes County.

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

Filed--June 19th. 1931.

THE CENTREVILLE OBSERVER.

Centreville, Md., July 20, 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee of Mortgage, vs. Minnie C. Coursey and Robert Coursey, her husband, Mortgagors, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 25th day of June, 1931, being more than 15 days before the 11th day of July, 1931.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed July 20th. 1931. By Margaret E. Durney.

Clerk's Certificate.

WM. R. HORNEY, ASSIGNEE,	In the Circuit Court for
VS.	Queen Anne's County, in
MINNIE C. COURSEY, HER HUSBAND.	Equity.
	No. 2860 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 June, 1931, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

Seal's Place.

In testimony whereof I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed, this 20th. day of July, 1931.

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

CERTIFICATE OF CLERK

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that no exceptions have been filed to the within and aforegoing audit.

B. Hackett Turner
Clerk.

Date - July 20th. 1931.

FINAL ORDER RATIFYING AUDIT.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. MINNIE C. COURSEY and ROBERT COURSEY, her husband, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2860.

ORDERED, this twentieth day of July, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as 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,

Filed July 20th. 1931. Thomas J. Keating.

H38580

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H38580

CHANCERY CAUSE NO. 2490.

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

Walter Teat, Annie Huggins and Frank Huggins, her husband. Louis H. Teat, and Marian Teat, his wife, Blanche Thompson and William Thompson, hef husband, PLAINTIFFS.	In the Circuit Court
vs.	for
Benjamin Teat, Mary Tharp and Levi Tharp, her husband; Fred Teat and Lillian Teat, his wife, Lulu Elizabeth Stubbs and George Stubbs, her husband, Reba Foreacres and Walter Foreacres, her husband, DEFENDANTS.	Queen Anne's County, In Equity.

To the Honorable, the Judges of said Court:-

Your Orators, complaining says:

1. That one Benjamin Teat, late of said County, deceased, departed this life sometime in the year nineteen hundred and three, leaving a last will and testament, which was shortly after his death duly admitted to probate by the Orphans' Court of said County and by which he did devise amongst other things, as follows, to wit:

> "I give and devise unto my son George W. Teat all my home farm where I now live excepting therefrom all that part that I purchased from Dr. A. E. Sudler and known as part of the Foster Land, he to have this land during his life-time and at his death to his children, but if he leaves no children then to his surviving brothers and sisters or their legal representatives-.....Out of this tract of land he is to pay my daughter Blanche Thompson the sum of three hundred dollars.....This tract of land contains about one hundred and forty acres of land, more or less".
> (A certified copy of said will is marked "Exhibit No. 1" and is filed herewith as part hereof).

2. That the said Benjamin Teat at the time of his death as aforesaid was seized and possessed of the tract of land mentioned in the item of his will above quoted, and the same is now called or known as "The Benjamin Teat Home Farm", and is located or situated in the First Election District Of said County near the public road leading from Sudlersville by Dixon't Tavern to Nat Everett's Corner, and adjoins the land of Blanche Thompson, the land of Howard Barwick and others.

3. That George W. Teat, the son of the said testator mentioned in the devise of said will quoted above, survived his father, and departed this life somtime in the month of in the current year nineteen hundred and twenty three (1923) without leaving any children or descendants surviving him, and was in possession of the land so devised unto him as aforesaid for his life at the time of his death, under the said will.

4. That the said George W. Teat paid unto the said Blanche Thompson mentioned in said item of said will the sum of three hundred dollars by said item charged on the said land so devised unto the said George W. Teat for his life.

5. That the said George W. Teat so dying as aforesaid left surviving him the following brothers and sisters, to wit: Your orators Walter Teat, Annie Huggins, Louis H. Teat and Blanche Thompson, and the defendant Benjamin Teat, all of whom reside in Queen Anne's County, Maryland.

6. That your Orators, Walter Teat, Annie Huggins, Louis H. Teat, Blanche Thompson and Banjamin Teat, the said surviving brothers and sisters of the said George W. Teat, are seized and possessed of said land as tenants in common, in equal parts, the share of each in said land being one undivided fifth part.

7. That the said land cannot be divided among the said parties now owning the same and interested therein as above set forth according to their respective rights, without loss or injury to them, and said land should be sold under the decree of this Honorable Court and a division of the money arising from the sale thereof had under the direction of the Court among the parties according to their respective rights.

8. That the said George W. Teat had one brother by the name of Jervis Teat who was a son of the said Benjamin Teat, and who survived his father but who died in the life time of his brother, the said George W. Teat, intestate, and who left surviving him four children, all now living, whose names are as follows: Mary Tharp, (wife of Levi Tharp), Fred Teat, whose wife is Lillian Teat, Lulu Elizabeth Stubbs, whose husband is George Stubbs, and Reba Foreacres, whose husband is Walter Foreacres, all of whom reside in Queen Anne's County, Maryland, except Fred Teat who resides in County, Maryland.

9. That your orators aver and charge that the said children of the said Jervis Teat have no interests or rights in said land under the will of the said Benjamin Teat, but your orators are advised that they, the said children of Jervis Teat, claim that under said will they have rights in said land under said will, so that in order that the rights of the said children of said Jervis Teat under said will may be determined by

a construction of the said will by this Honorable Court, the said children of said Jervis Teat and their respective husbands and wives have been made parties defendant to this bill.

To the end therefore:

(1) That the land mentioned in this bill may be sold under the decree of this Honorable Court and a division of the money arising from the sale thereof had under the direction and control of this Court among the parties entitled thereto according to their respective rights.

(2) That the Court may determine by a construction of the said last will and testament of the said Benjamin Teat whether or not the said Mary Tharp, Fred Teat, Lulu Elizabeth Stubbs and Reba Foreacres, the children of Jervis Teat, have under the will of the said Benjamin Teat any interest in the lands devised by the will of the said Benjamin Teat to the said George W. Teat for life and then to his surviving brothers and sisters or their legal representatives.

(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 Benjamin Teat, Mary Tharp, Levi Tharp, Lulu Elizabeth Stubbs, George Stubbs, Reba Foreacres and Walter Foreacres, adults residing in said Queen Anne's County and Fred Teat, and Lillian Teat, residing in County, 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 as in duty bound &c.,

Madison Brown

Chas. E. Tucker

Solicitors for Complainants.

EXHIBIT NO. 1.
Filed June 21st. 1923.

I, Benjamin Teat, of Queen Anne's County, in the State of Maryland, do make and publish this as my last will and testament, hereby revoking all former wills by me heretofore made.

I give and devise unto my son Benjamin F. Teat all that part of a farm where he now lives on the left side of the public road leading from Dixons Tavern to Andersons Corner being part of the farm I purchased of Kirby Goodhand, this tract of land is to begin by running a straight line from opposite the dwelling house where my son Louis H. Teat lives and run an easterly course down the ditch to the Warner Line, containing sixty acres of land more or less; he is to have this land during his lifetime and at his death to go to his children.

I give and devise to my son William W. Teat all the balance of that tract of land lying on the left hand side of the public road leading from Dixon's Tavern to Andersons Corner that I purchased of Kirby Goodhand adjoining my Home Farm where I now live and others, containing seventy five acres of land more or less he is to have this land during his lifetime and at his death to his children, should he leave no children then to go to his surviving brothers and sisters or their representatives.

I give and devise unto my daughter Anna Rebecca Huggins all that part of the farm that I purchased of Kirby Goodhand on the right hand side of the public road leading from Dixons Tavern to Andersons Corner beginning at a ditch which is to be the dividing line between this tract of land and the land that I devise to my son Louis H. Teat and to run with the ditch to the lands of Samuel G. Walls and containing fifty acres of land more or less, she is to have this land during her lifetime and at her death to go to her children.

I give and devise unto my son Louis H. Teat all of the balance of the farm that I purchased of Kirby Goodhand lying on the right hand side of the public road leading from Dixons Tavern to Andersons corner, one part of it having been devised to my daughter Anna Rebecca Huggins, his part of this tract of land contains one hundred acres of land, more or less, he to have this land during his lifetime and at his death to his children.

I give and devise unto my son George W. Teat all of my home farm where I now live excepting therefrom all of that part that I purchased of Dr. A. E. Sudler and known as part of the Foster land, he to have this land during his lifetime and at his death to his children, but if he leaves no children then to his surviving brothers and sisters or their legal representatives. I also except from this devise two rooms of the house one above and the other below, as a home for my wife during her lifetime also, one kitchen, out of this tract of land he is to pay my daughter Blanche Thompson the sum of Three hundred dollars, to be applied in building a house on her land, this tract of land contains about one hundred and forty acres of land more or less.

I give and devise to my daughter Blanche Thompson all of that part of my home farm that I purchased of Dr. A. E. Sudler and known as part of the Foster land and is the front part of my home farm excepting therefrom a right away to the farm that I have devised to my son George W. Teat, she is to have this land during her lifetime and at her death to go to her children.

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I give and devise unto my son Jervis S. Teat all of that farm where he now lives on the right side of the public road leading from Barclay to Ingleside known as the Phillips or Sill farm, during his lifetime, and at his death to his children out of this farm he is to pay my daughter Anna Rebecca Huggins $300.00 to be applied in building a house on the land that I have devised to her.

All erasures and interlineations made before signing.

As witness my hand and seal this the 18th day of March, nineteen hundred and three.

his
Benjamin X Teat (SEAL)
mark.

Test:
J. B. Hackett.

Signed, published and declared as and for his last will and testament by Benjamin Teat in our presence and in the presence of each, who in his presence and in the presence of each of us, and by his request have subscribed our names as witnesses thereto.

Foster Sudler

Jonathan Chance

March 18th. 1903.

Codicil.

Out of the tract of land I bequeathed Louis H. Teat, he, Louis H. Teat, is to pay Benjamin F. Teat, the sum of One Hundred dollars. Also in addition to what I have bequeathed my dear wife, Mary E. Teat, I bequeath to Mary E. Teat, her legal rights, her thirds in my entire estate. I bequeath to all my children any indebtedness I may have against any of them at my death.

his
Benjamin X Teat (Seal)
mark.

Test:
J. B. Hackett.

Foster Sudler.

Jonathan Chance.

State of Maryland, Queen Anne's County, Sct: 8 day of May, A. D. 1903.

Then came Jonathan Chance, Custodian and in the presence of Almighty God he did solemnly promise and declare, with uplifted hand, in due form of law, that he does not know nor had he heard of any Will or Codicil to a Will of Benjamin Teat, late of said county, deceased, other that the aforegoing Instrument of Writing and that he received the same from the heirs of said deceased for the purpose of filing same in the Orphans' Court for probate.

Robert W. Thomas.

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

State of Maryland,

Queen Anne's County, Sct:

9th day of May, A. D. 1903. Then came J. B. Hackett, Foster Sudler and Jonathan Chance subscribing witnesses to the aforegoing last Will and Testament of Benjamin Teat late of the County aforesaid, deceased, and in the presence of Almighty God they did solemnly promise and declare with uplifted hand, in due form of law that they did see 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 respectively signed their names as witnesses to said Will in the presence and at the request of said testator and in the presence of each other.

Robert W. Thomas.

Register of Wills for Queen Anne's County.

State of Maryland,

Queen Anne's County, Sct:

May day of 9th, A. D. 1903. Then came J. B. Hackett and Foster Sudler and Jonathan Chance, subscribing witnesses to the Codicil of last will and testament of Benj. Teat, late of the County aforesaid, deceased, and in the presence of Almighty God they did solemnly promise and declare with uplifted hand, and in due form of law, that they did see the Testator therein named, sign and seal the said Codicil to said Will; that they heard him publish, pronounce and declare the same to be his first codicil to his last will and testament, and that at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding and that they respectively subscribed their names as witnesses to said Codicil to said Will in the presence and at the request of said testator and in the presence of each other.

Robert W. Thomas.

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

In the Orphans' Court for Queen Anne's County.

May 19" 1903. The aforegoing last Will and Testament of Benj. Teat, deceased, was duly examined and approved by Court and same ordered to be received filed and recorded.

Robert W. Thomas.

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

ANSWER OF BENJAMIN TEAT.
Filed June 21st. 1923.

Walter Teat, and others,	In the Circuit Court for
vs.	Queen Anne's County,
Benjamin Teat, and others.	In Equity.

To the Honorable, the Judges of said Court:-

The answer of Benjamin Teat to the Bill of Complaint of Walter Teat, and others against him, the said Benjamin Teat, and others, in said Court exhibited.

The Defendant admits the matters and facts set forth in paragraphs Nos. 1, 2, 3, 4, 5, 6, 7, and 8 of the said Bill of Complaint.

The Defendant answering paragraph nine says, that the children of the said Jervis Teat mentioned in said paragraph eight of said Bill of Complaint, have no interest or right under the will of Benjamin Teat, set forth in said Bill, in the land described in said Bill.

This Defendant consents to the passage to the decree prayed in said Bill of Complaint.

Benjamin F. Teat.

SUBPOENA FOR RESPONDENTS
TO APPEAR AND ANSWER.
Issued June 21st. 1923.
Filed July 2nd. 1923.

QUEEN ANNE'S COUNTY, TO WIT:

TO Seal's Place. THE STATE OF MARYLAND

Benjamin Teat, Mary Tharp, Levi Tharp, Lulu Elizabeth Stubbs, George Stubbs, Reba Foreacre and Walter Foreacre, adults.

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 July next, to answer the complaint of Walter Teat, 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 June, 1923.
Issued the 21st day of June in the year 1923.

J. F. Rolph, Clerk.

M. Brown & C. E. Tucker,
Solicitor for Complainants.

#38580

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.

True Copy J. F. Rolph, Clerk.
Test: J. F. Rolph, Clerk.

The Subpoena was returned with the following endorsement on the back, to wit:-

"Served by reading the within writ to Benjamin Teat, Mary Tharp, Levi Tharp, L. E. Stubbs, George Stubs, Reba Foracre and copies left this Twenty seventh day of June, 1923. And Non Este as to Walter Foracres.

S. E. Spry,
Sheriff.

SUBPOENA FOR RESPONDENTS TO
APPEAR AND ANSWER.
Issued June 21st. 1923.
Filed July 2nd. 1923.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place. THE STATE OF MARYLAND

TO

Fred Teat and Lillian Teat,

OF CAROLINE COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Walter Teat, etl 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 June, 1923.
Issued the 21st day of June, in the year 1923.

J. F. Rolph, Clerk.

M. Brown & C. E. Tucker,

Solicitor for Complainants.

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

J. F. Rolph, Clerk.

The Subpoena was returned with the following endorsements on the back, to wit:

1923 June 29" Received and forthwith deld. to the Sheriff of Caroline County.

Test: Geo. A. Deakyne,
Clerk.

"Sumd. Ambo".
W. C. Andrew, Sheriff.
For Caroline Co.

ORDER OF J°H°C° LEGG TO
ENTER HIS APPEARANCE FOR MARY
THARP, ET AL° AND ANSWER OF
MARY THARP, ET. AL.
Filed July 19th. 1923.

Walter Teat, Annie Huggins, et al., Plaintiffs,	In The Circuit Court
vs.	for
Benjamin Teat, Mary Tharp, et al. Defendants.	Queen Anne's County,
	In Equity.
	Cause No. 2490.

To the Honorable, the Judges of said Court:

The Joint and Several Answer of Mary Tharp and Levi Tharp, her husband, Fred Teat and Lillian Teat, his wife, Lulu Elizabeth Stubbs and George Stubbs, her husband, and Reba Foreacres, defendants, to the Bill of Complaint of Walter Teat, Annie Huggins, et al. against them and others in this Honorable Court exhibited.

These defendants answering, say:

(1) They admit the matters and facts set out in paragraph No. 1 of the Bill of Complaint.

(2) They likewise admit the facts and matters stated in paragraph No. 2 of the said Bill of Complaint.

(3) They also admit the facts set out in paragraph No. 3 of the said Bill of Complaint.

(4) They neither admit nor deny the matters and things stated in paragraph No. 4 of the Bill of Complaint, but ask that the plaintiffs be put on proof of the same.

(5) They aver and allege that in addition to the persons named in the 5th. Paragraph of the Bill of Complaint, that the said George W. Teat, so dying as aforesaid, left surviving him, four children of a deceased brother (Jervis Teat) to wit: Mary Tharp, (wife of Levi Tharp) Fred Teat, whose wife is Lillian Teat, Lulu Elizabeth Stubbs, whose husband is George Stubbs, and Reba Foreacres, whose husband is Walter Foreacres, (whose whereabouts is unknown at this time).

(6) They deny that Walter Teat, Annie Huggins, Louis H. Teat, Blanche Thompson, and Benjamin Teat, the surviving brothers and sisters of the said George W. Teat are seized and possessed of said land as tenants in common, in equal parts, the share of each in said land being one undivided fifth part, but they allege and aver that Walter Teat, Annie Huggins, Louis H. Teat, Blanche Thompson, Benjamin Teat and the said Mary Tharp, Fred Teat, Lulu Elizabeth Stubbs and Reba Foreacres, (the legal representatives) children of the deceased brother Jervis Teat, are seized and possessed of said land as tenants in common, in equal parts, the share of each in said land being one undivided sixth part, the said Mary Tharp, Fred Teat, Lulu Elizabeth Stubbs and Reba Foreacres, being the legal representatives of Jervis Teat, a deceased brother take his one undivided sixth part in said land, under that clause in the will which says, "But if he leaves no children then to his surviving brothers and sisters or their legal representatives".

(7) They neither admit nor deny the matters and things set out in paragraph No. 7 of the Bill of Complaint, but they do object to any decree being passed for the sale of the land mentioned in said Bill of Complaint until their rights have been passed upon by this Honorable Court.

(8) They admit the matters and things set out in paragraph No. 8 of the Bill of Complaint, except that Walter Foreacres is a resident of Queen Anne's County, for they do not know his present whereabouts.

(9) They aver and charge that under the said will of Benjamin Teat, being the children of Jervis Teat, they have as much right and interest in said land and in fact the very same right and interest that Walter Teat, Annie Huggins, Louis H. Teat, Blanche Thompson and Benjamin Teat have, as the legal representatives of Jervis Teat, a deceased brother of George W. Teat, and they deny that they have no rights or interest in the said land under the Will of Benjamin Teat, and for the sole purpose of determining their rights and interest in said land under the said Will of Benjamin Teat they are willing that this Honorable Court construe the said Will of Benjamin Teat, after they have been heard.

(10) They are unwilling that the said land be sold until their rights in said land have been determined by a Construction of the will of Benjamin Teat under the clause in said will which says "I give and devise unto my son George W. Teat all my home farm where I now live excepting therefrom all that part that I purchased from Dr. A. E. Sudler and known as part of the Foster Land, he to have this land during his life time and at his death to his children, but if he leave_ no children then to his surviving brothers and sisters or their legal representatives".

And as in Duty Bound, etc.,

J. H. C. Legg
Solicitor for Mary Tharp, Levi Tharp her husband, Fred Teat and Lillian Teat, his wife, Lulu Elizabeth Stubbs and George Stubbs, her husband, and Reba Foreacres, Children of Jervis Teat.

PETITION TO BE MADE
PARTIES PLAINTIFFS IN
PLACE OF BLANCHE THOMPSON, DECEASED.
Filed Oct. 31st. 1923.

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

Walter Teat et al.,	plaintiffs,	Chancery Docket,
versus		Cause
Benjamin Teat et al.,	defendants.	No.
		2490.

To the Honorable, the Judges of said Court:

The petition of William T. Thompson, Hiram C. Sparks, Pearl C. Ware and William H. Ware, her husband, Katie Bowers and Bryan Bowers, her husband, adults,
and of
Baynard Thompson, Blanche Thompson, Elizabeth Thompson, Howard Thompson, Elsie Thompson, infants under the age of twenty one years, by David Walls, their next friend, unto Your Honors respectfully sets forth:

That Blanche Thompson, one of the plaintiffs to the bill of complaint filed in the above cause, departed this life on or about the first week day of August, 1923, in Queen Anne's County aforesad, the place of her residence.

That the said Blanche Thompson left no last will and testament, but died intestate.

That the said Blanche Thompson left surviving her as her only heirs at law the following named, persons, to wit:

William T. Thompson, her husband, Hiram C. Sparks, Pearl C. Ware, (whose husband is William H. Ware), Katie Bowers (whose husband is Bryan Bowers), who are all adults and petitioners, and Baynard Thompson, Blanche Thompson, Elizabeth Thompson, Howard Thompson and Elsie Thompson, who are infants under the age of twenty one years and who file this petition through their next friend, all save her husband being her children.

That your petitioners are advised that they are entitled to be made parties plaintiff to the bill of complaint filed in above cause in the place of the said Blanche Thompson, deceased, with the right on the part of the adult petitioners to prosecute the said suit on their behalf, and with the right on the part of the infant petitioners to prosecute the said suit through their next friend.

Your petitioners therefore pray Your Honors to pass an order making them parties plaintiff to the said bill of complaint filed in above cause, in the place and stead of the said Blanche Thompson, deceased.

Respectfully submitted,

Wm. T. Thompson

Hiram Sparks

Nancy May Sparks

Pearl C. Ware

Wm. Ware

Katie Viola Bowers

William Bryan Bowers

David Walls.

State of Maryland, Queen Anne's County, to wit:
I hereby certify that on this day of September, in the year nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Wm. T. Thompson and he did make oath in due form of law that the matters and things set forth in the aforegoing petition are true as stated, to the best of his knowledge and belief, and that he has personal knowledge of the facts stated therein in reference to the death of the said Blanche Thompson and those persons who survive her as her heirs at law.

In witness whereof I hereunto subscribe my name and affix my seal official.

Wm. Harrington.
Justice of the Peace.

To Charles E. Tucker, Esq.,
Solicitor:

I hereby authorize you to use my name as the next friend of the infant children of Blanche Thompson, deceased, named above, to wit:
Baynard Thompson, Blanche Thompson, Elizabeth Thompson, Howard Thompson and Elsie Thompson, for the purpose of the above petition and for the purpose of prosecuting the suit commenced by the filing of the bill of complaint in above cause.

x David Walls

ORDER OF COURT GRANTING PETITION.

Ordered, this 31st. day of October, nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said court, upon the aforegoing petition, that William T. Thompson, Hiram C. Sparks, Pearl C. Ware, William H. Ware, her husband, Katie Bowers, Bryan Bowers, her husband, Baynard Thompson, Blanche Thompson, Elizabeth Thompson, Howard Thompson and Elsie Thompson, heirs at law of Blanche Thompson, deceased, be and they are hereby made parties plaintiff to the bill of complaint filed in above cause and to the proceedings had and to be had thereunder, in the place and stead of Blanche Thompson aforesaid, deceased party plaintiff, with the right on the part of the adult petitioners to prosecute the suit in their names and with the right on the part of the infant plaintiffs to prosecute the suit by and through their next friend above mentioned.
And it is further ordered, that the aforegoing petition shall be taken and considered a part of the said bill of complaint.

Thomas J. Keating.

DEPOSITIONS.
Filed Nov. 3rd. 1923.

Walter Teat, Annie Huggins and Frank Huggins, her husband, Louis H. Teat and Marian Teat, his wife, Blanche Thompson and William Thompson, her husband, PLAINTIFFS, vs. Benjamin Teat, Mary Tharp and Levi Tharp, her husband, Fred Teat and Lillian Teat, his wife, Reba Foreacres and Walter Foreacres, her husband, Lula Elizabeth Stubbs and George Stubbs, her husband, DEFENDANTS.	In the Circuit Court for Queen Anne's County in Equity, Cause no.

The Report of Madison B. Bordley, one of the regular Examiners of this Court, respectfully sets forth:

That on this second day of November, in the year nineteen hundred and twenty three, at the hour of ten o'clock A.M., did attend at the office of Madison Brown, in the town of Centreville, Queen Anne's County, Maryland, and proceed to take the following testimony for the plaintiffs in the above entitled case, both sides signifying their consent by their attorneys in this cause.

Walter Teat, a witness of lawful age, produced on the part of the Plaintiffs, being duly sworn, deposes and says:

1- Please state your name, age, place of residence and occupation.

Ans. My name is Walter Teat, I live near Barclay, Queen Anne's County, Maryland. I am a farmer. I am 57 years of age.

2. State whether or not you are acquainted with the parties of this suit or any of them, if so which of them and how long you have known them.

Ans. Louis Teat and Benjamin Teat are my brothers. Annie Huggins is my sister, Blanche Thompson was my sister, she is now dead. Frank Huggins and Marian Teat I have known a long time. Mary Tharp, Fred Teat, Lula Elizabeth Stubbs and Reba Foreacres are my nephew and nieces. I have known them ever since they were born. I have known Levi Tharp, Louis Teat, George Stubbs and Walter Foreacres a long time.

3. State whether or not you are acquainted with Benjamin Teat, late of Queen Anne's County. If yea, state whether he is living or dead, and if dead when did he die.

Ans. I was acquainted with him. He was my father. He died in May, 1903.

4. Do you know whether or not your father left a last will and testament, and if yea, state whether or not it has been duly admitted to probate, and if so, where?

Ans. He did leave a last will and testament. It has been admitted to probate by the Orphans' Court of Queen Anne's County, My father lived in Queen Anne's County, when he died.

5. State whether or not you are acquainted with the will of your father, and the terms thereof, and if so state how you became so acquainted.

Ans. I am acquainted with the terms of his will. I have read it and have had it read to me frequently. I was left a farm for life by this will.

6. I hand you a paper writing marked "Teat vs. Teat, Cause No. 2490, Exhibit No. 1", filed June 21, 1923. Please examine it and tell me what it is.

Ans. The paper writing you have shown me is a certified copy of the last will and testament of Benjamin Teat, my father.

Mr. Madison Brown now files with the Examiner as a part of the testimony the certified copy of the will mentioned, marked "Exhibit No. 1".

7. How old was your father at the time of his death?

Ans. 77 years old.

8. Please state how many children your father left surviving him at the time of his death.

Ans. Seven. Benjamin F. Teat, William Walter Teat, (myself), Annie R. Huggins, Louis H. Teat, George W. Teat, Blanche Thompson, Jervis Teat.

9. Please state how many of these children of your father were married at the time of the date of his will.

Ans. Five, all except myself and George.

10. Please state which of the children of your father were married at the time of his death.

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Ans. All were married except George and Walter, myself.

11.Please state how many of the children of your father had children living at the time of the death of your father.

Ans. All had children but myself and George W. Teat.

12. Please state whether your brother, George W. Teat, is now living or dead, and if dead, state when and where he died.

Ans. He is dead. He died on the farm called the "Benjamin Teat Home Farm", near Barclay, Queen Anne's County, Maryland, March 3, 1923.

13. State whether or not your brother, George W. Teat, left any children surviving him at the time of his death.

Ans. He left no children, he was never married.

14. Please state how many of the children of Benjamin F. Teat, your father, were living at the time of the death of George W. Teat, your brother.

Ans. All survived my brother, George W. Teat except my brother, Jervis Teat, who died in the lifetime of my brother.

15. Did or not your brother, Jervis Teat, who died in the lifetime of George W. Teat, leave any children at the time of his death? If so please name them and state if they are all now living.

Ans. He left a son, Fred Teat, who is my nephew. He and Lillian Teat, his wife, are parties to this suit. He also left three daughters, Mary Tharp, who is the wife of Levi Tharp, both parties to this suit, Lula Elizabeth Stubbs and Reba Foreacre who are also parties to this suit. George Stubbs is the husband of Lula Elizabeth Stubbs, Reba Foracre married Walter Foreacre, but he is not living in the state. He is not living with his wife, and I have heard that he is married again,

16. You have stated that Blanche Thompson, your sister, is dead. Please state when and where she died.

Ans. She died the first week of August of this year on her farm near Barclay, Queen Anne's County.

17. Do you know whether or not your sister left a last will and testament?

Ans. She did not.

18. Whom did your sister leave surviving her as her heirs at law?

Ans. She left a husband, William Teat,Thompson, and she left the following children; Hiram Sparks, Pearle C. Ware, Katie Bowers, who are grown. Baynard Thompson, Blanche Thompson, Elizabeth Thompson, Howard Thompson and Elsie Thompson, who are infants under twenty one years of age. Nancy May Sparks is the wife of Hiram Sparks, W. H. Ware is the husband of Pearle C. Ware, and Bryan Bowers is the husband of Katie Bowers.

19. State whether or not you are acquainted with or know the farm called the "Benjamin Teat Farm", situate in Queen Anne's County, Maryland, and if so describe the same briefly.

Ans. I am well acquainted with the farm. This is the farm my father was living on when he died and this is the farm which my father by his will left to my brother George W. Teat for his life. I know it well. I lived there for nearly twenty one years and I have been on it frequently in the last few years. This farm is near the public road leading from Sudlersville by Dixon's Tavern to Nat Everett's corner. It is not immediately on the road. It adjoins the lands of my sister Blanche Thompson, Howard Barwick and others. It contains about 140 acres of land. It is worth about $4000.

20. Assuming that this farm is now owned by the five surviving children of your father, or assuming that it is now owned by the five surviving children of your father and the children of your brother Jervis Teat, state whether or not in your opinion this farm can be divided among the five surviving children of your father, or the five surviving children of your father and the children of Jervis Teat without loss or injury to them, and give your reason for your answer.

Ans. It cannot be divided into either five or six parts of equal value. A dividion into five of six parts would result in loss or injury to the parties. Some would get cleared land, some would get wood land and the buildings would go to one or two parcels. It would be impossible to divide the same without loss or injury.

21. By the will of your father the farm left to George W. Teat for life is charged with the payment of $300 to your sister, Blanche Thompson. Do you or not know if this $300 has been paid to your sister, Blanche Thompson?

Ans. She told me that my brother George paid her the money and she built a house with it.

22. Did the children of your father receive the several parcels of land devised to them by this last will and testament?

Ans. Yes sir.

Examiner's Special.
Ans. I do not.

Walter Teat.

Harry R. Pugh, a witness of lawful age, produced on the part of the Plaintiffs, being duly sworn, deposes, and says:

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

Ans. My name is Harry R. Pugh, age 29, I am farming near Barclay, Queen Anne's County, Maryland.

2. State whether or not you are acquainted with the parties of this suit or any of them, if so which of them and how long you have known them.

Ans. I know all the partiesto this suit. William Walter Teat, Louis H. Teat, and Benjamin Tear are my uncles, Annie Huggins is my mother, I am her child by a previous marriage. Blanche Thompson, now dead, was my aunt. Mary Tharp, Fred Teat, Lula Elizabeth Teat and Reba Foreacres are the children of Jervis Teat, who was my uncle. I have known Frank Huggins, Marian Teat, William Thompson, George Stubbs and Walter Foreacre for a long time.

3. Were you or not acquainted with one Benjamin Teat, late of Queen Anne's County? State whether he is living or dead and if dead when did he die?

Ans. I was acquainted with him, he was my grandfather, the father of Annie Huggins, my mother. He died in the year 1903. I remember him very well.

4. Do you know if your grandfather, Benjamin Teat, left a last will and testament?

Ans. He did, I have often had it read to me. I am acquainted with its contents.

5. I now hand you a paper writing marked "Exhibit No. 1". and ask you to examine the same and state what it is, which paper has already been filed with the Examiner.

Ans. It is a certified copy of the last will and testament of my grandfather.

6. State how many children your grandfather left surviving him and name them.

Ans. He left seven children surviving him, their names are as follows: William Walter Teat, who goes by the name of Walter, Annie Huggins, my mother, Louis H. Teat, Benjamin F. Teat, Blanche Thompson, George W. Teat and Jervis Teat.

7. Do you know how many of the children of your grandfather, Benjamin F. Teat, had children living at the time your grandfather made his will in the year 1903?

Ans. All had children living then except William Walter Teat and George W. Teat.

8. Do you know whether or not your uncle George W. Teat is living or dead, and if dead when and where did he die?

Ans. My uncld, George W. Teat, died in March, 1923, in Queen Anne's County, Maryland.

9. Do you or not know if the said George W. Teat left any children living at the time of his death?

Ans. He did not, he was never married.

10. State how many children of your grandfather Benjamin Teat were living at the time of the death of George W. Teat.

Ans. All were living except Jervis Teat who died in the lifetime of George W. Teat.

11. State how many children of your grandfather Benjamin Teat had children living at the time of the death of George W. Teat.

Ans. All had children then living with the exception of William Walter Teat who has never married, and my uncle George W. Teat.

12. State how many children Jervis Teat, your uncle, left surviving him and give their names and state how many are now living.

Ans. He left four children, all of whom are now living, Mary Tharp, Fred Teat, Lula Elizabeth Stubbs and Reba Foreacres. Levi Tharp is the husband of Mary Tharp, Lillian Teat is the wife of Fred Teat, and George Stubbs is the husband of Lula Elizabeth Stubbs. Walter Foreacres is separated from his wife Reba. I have heard he is married again.

13. State whether or not you know the farm called the "Benjamin Teat Home Farm", situated in the First Election District of Queen Anne's County, Maryland, and if so describe the same briefly and give your idea of the value of it.

Ans. I know the farm well. I have been on it frequently. It is not on any public road but is near the road from Sudlersville to Nat Everett's Corner, it adjoins the land of Howard Barwick and others, and contains about 140 acres of land. There is about one hundred acres of cleared land and the balance is in woods. There is only one set of buildings and the buildings lie close to each other, same as any other farm. This farm is worth in my judgment about $3500.

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14. Assuming that this farm is owned by five or six parties, state whether or not in your opinion it can be divided among them according to their respective rights, without loss or injury to them.

Ans. It cannot be divided into five or six equal parts. This would be impossible, some of the parts would be of greater value than the others, for some would be of cleared land, some wood land, some both wood land and cleared land, and most of them, if not all but one would have no buildings on it. A division without loss or injury would be impossible.

Examiner's Special.

Ans. I do not.

Harry R. Pugh.

There being no further witnesses to examine and neither side desiring further time for the production of evidence or the propounding of interrogatories your Examiner herewith closes the within testimony together with Exhibit No. 1 filed with him as a part hereof, and certifies that he was engaged two days in taking the within testimony, making the costs chargeable to the Plaintiffs as follows:

Examiner's fee,	8.00
Stenographer's fee,	4.00
Witness fee,	.75
making a total of	$12.75

Witness my hand and seal this third day of November, in the year nineteen hundred and twenty three.

Madison B. Bordley, (Seal)
Examiner.

NOTE: The Exhibit referred to in the aforegoing Testimony is recorded immediately following the Bill of Complaint.

PETITION OF PLAINTIFFS TO
HAVE CERTAIN JUDGMENT CREDITORS
AGAINST LOUIS H° TEAT ET AL., MADE
PARTIES DEFENDANT, & EXHIBITS.
Filed May 9th. 1925.

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

Walter Teat et al.,	Chancery Docket,
vs.	Cause No. 2490.
Benjamin Teat et al.,	

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The petition of Walter Teat, Annie Huggins and Frank Huggins, her husband; Louis H. Teat and Marian Teat, his wife, four of the plaintiffs of the above cause, by Charles E. Tucker and Madison Brown, their attorneys, unto Your Honors respectfully sets forth:

1. That at the time of the filing of the bill of complaint in the above cause the Centreville National Bank of Maryland, a corporation, held or had obtained a judgment against Louis H. Teat answering the following description:

Madison Brown, use of The Centreville National Bank of Maryland, vs. Louis H. Teat.	In the Circuit Court for Queen Anne's County, Number 27 Appearances, May Term 1923, for $125 and costs of suit. Date May 8th. 1923.

See certified copy of judgment marked "Exhibit No. 1A", filed herewith as part hereof.

2. That Madison Brown, the assignee of the said The Centreville National Bank of Maryland was not made a party to said bill.

3. That since the filing of said bill of complaint the following described judgments have been obtained by proceedings in the Circuit Court for Queen Anne's County (in which County the land described in the bill of complaint lies) against Louis H. Teat, Marian Teat and Walter Teat, plaintiffs of the above cause, to wit:

Chas. E. Stewart, vs. Louis H. Teat, (Tate) Earl B. Tate, Marian Tate.	No. 25 Appearance Docket, July Term, 1923, Date Aug. 6th. 1923, Amount $916.96. and costs of suit,

See certified copy of judgment marked "Exhibit No. 2" filed herewith as part hereof.

Madison Brown, Guardian of John B. Brown, vs. Louis H. Teat.	No. 51, Appearance Docket, July Term, 1923, Date Oct. 10th. 1923, Amount $107.45 and costs of suit.

See certified copy of judgment marked "Exhibit No. 3", filed herewith as part hereof.

Madison Brown, vs. Louis Hiram Teat, Earl B. Teat, Walter Teat,	No. 23, Appearance Docket, Jan. term, 1925. Date Feb. 13th. 1925, Amount $87.31, and costs of suit.

See copy marked "Exhibit No. 4", filed herewith.

4. That on Feb. 27th. 1925, there was filed in the Circut Court for Queen Anne's County, a certified copy of a judgment obtained by one Charles H. Goetz in The Circuit Court for Harford County, against the said Louis H. Teat under the name of S. H. Teat and Mirian Teat answering the following description, to wit;

Charles H. Goetz, vs. S. H. Teat, Marian Teat.	In the Circuit Court for Harford County, Date Feb. 25th. 1925, amount $220.00, and costs of suit.

See certified copy of said judgment marked "Exhibit No. 5", filed herewith as part hereof .

5. That it is known unto your petitioners that while the judgment described in the preceding paragraph is shown to be against S. H. Teat it is in fact against the said Louis H. Teat and that the mistake in the name probably was caused by the misreading of the signature of L.H. Teat for S. H. Teat, by the Clerk of the Circuit Court for Harford County.

6. That your petitioners are advised that the said Madison Brown, trustee, assignee of the Centreville National Bank of Maryland, Charles E. Stewart, Madison Brown, guardian of John B. Brown, Madison Brown, individually and the said Charles H. Goetz are necessary parties to the bill of complaint and this suit instituted thereby in order that the land mentioned in the bill may be sold clear of the rights of the said judgment creditors under their said several judgments.

7. That all the judgment creditors live in Queen Anne's County save Charles E. Stewart who lives in Caroline County and Charles H. Goetz who lives in Harford County.

8. Your petitioners therefore pray the Court to pass and order allowing them to amend their said bill of complaint so as to make the judgment creditors above named parties defendants to the bill of complaint.

Respectfully submitted,

Madison Brown

Chas. E. Tucker.

Ordered, on this day of ,1925, by the Circuit Court for Queen Anne's County, In Equity, that leave be and the same is hereby given to the plaintiffs to amend their bill of complaint by making the judgment creditors named in the aforegoing petition parties defendant to the bill of complaint; that the aforegoing petition shall be taken and considered a part of said will;

Thomas J. Keating.

"EXHIBIT NO. 1-A".
Filed April 18th. 1925.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

M.Brown. Madison Brown, to the use of The Centreville National Bank of Maryland, as per order filed May 8th. 1923 @ 4.30 P.M. in the recess of Court. To the use of Madison Brown, trustee in re Brown vs. Powell- Cause No. 2394, without recourse as per order filed Apr. 18th. 1925, 27 Clerk. $2.45 Apprs. 5.00 vs. Louis H. Teat.	No. 27 May Term 1923. In the recess of Court @ 4.30 P.M. May 8th. 1923. Titling, Narr and note with power to enter Judgment by confession etc. And at the same time judgment entered by confession by the Defendant in favoe of the Plaintiff for the sum of One Hundred and twenty five ($125.00) Dollars with interest from date hereof until paid and costs of suit, with all exemptions waived.

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STATE OF MARYLAND, QUEEN ANNE'S COUNTY, Sct.

I hereby certify that the aforegoing is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said cause, and that there is no entry or proceeding in said Court to show that the said Judgment or any part thereof Hath been paid or satisfied.

Seal's Place.

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 April in the year 1925.

B. Hackett Turner

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

"EXHIBIT NO. 2".
Filed April 18th. 1925.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

Oscar Clark. Charles E. Stewart,

Clerk $2.75
Apprs. 5.00

25

vs.

Louis H. Teat,
Earl B. Teat,
Marion Teat.

No. 25, July Term 1923.

Filed August 6th. 1923. Titling, Narr and Note with power to enter judgment by confession etc.
August 6th. 1923. Judgment entered by confession by the Defendants in favor of the Plaintiff for the sum of Nine hundred sixteen Dollars and ninety six cents ($916.96) with interest from date hereof until paid and costs of suit, with all exemption waived.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, Sct.

I hereby certify that the aforegoing is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said cause, and that there is no entry or proceeding in said Court to show that the said Judgment or any part thereof hath been paid or satisfied.

Seal's Place.

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 April in the year 1925.

B. Hackett Turner.

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

"EXHIBIT NO. 3".
Filed Apr. 18th. 1925.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

M/B. Madison Brown, Guardian of John B. Brown.

Clerk 2.45 pd. Oct.11th.1923.
51 apprs.5.00

vs.

Louis H. Teat.

No. 51 July Term 1923.
Filed October 10th. 1923. Order to docket suit Narr and Note on Demand with power to enter Judgment by confession etc.
October 10th. 1923. Judgment entered by confession by the Defendant in favor of the Plaintiff for the sum of One Hundred and seven dollars and forty five cents ($107.45), with interest from date hereof until paid, and costs of suit with all exemption waived.

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

I hereby certify that the aforegoing is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said cause, and that there is no entry or proceeding in said Court to show that the said Judgment or any part thereof hath been paid or satisfied.

Seal's Place.

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 April, in the year 1925.

B. Hackett Turner

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

"EXHIBIT NO. 4".
Filed April 18th. 1925.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

M.Brown Madison Brown

No 23 vs.

Louis Hiram Teat,
Marion Teat
Earl B. Teat
Walter Teat.

Clerk 2.85
apprs.5.00

No. 23, January Term 1925.
Filed February 13th. 1925. Titling, Narr and Note with power to enter Judgment by confession etc. February 13th. 1925. Judgment entered by confession by Defendants in favor of the Plaintiff for the sum of Eighty Seven Dollars & thirty one cents ($87.31), with interest from date hereof until paid and costs of suit, with all exemptions waived,

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, Sct.

I hereby certify that the aforegoing is a true/short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the Stateof Maryland, at the above entitled Term, and also of the subsequent docket entries in said cause, and that there is no entry or proceeding in said Court to show that the said Judgment or any part thereof hath been paid or satisfied.

Seal's Place.

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 April, in the year 1925.

B. Hackett Turner

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

"EXHIBIT NO. 1".
Filed Apr. 18th. 1925.

IN THE CIRCUIT COURT FOR HARFORD COUNTY.

Charles H. Goetz.

26 vs.

S. H. Teat and
Marion Teat, his wife.

Clerk for Judgt. $.75
" " Fifa .75

Fifa to May Term 1925
from Harford Co.

No. 26, January Term 1925.

Docketed by consent. Feb. 25, 1925. Mem. Narr Note, Authority and agreement filed Feby. 25, 1925. Judgment confessed in favor of the Plaintiff against the Defendants for the sum of $220.00 with interest from January 23rd. 1925 and the costs of the suit.
Plaintiffs costs $5.00
Defendants Costs 5.00

STATE OF MARYLAND, HARFORD COUNTY, SCT:

I hereby certify that the aforegoing is a true copy of the Docket Entries and short copy of the Judgment in the above entitled cause taken from the Record of Proceedings of the Circuit Court for Harford County.
And I hereby certify that said record contains no entry nor proceeding to show that the judgment aforesaid has been satisfied, either in whole or in part.
In testimony whereof, I hereto set my hand and affix the seal of the said Court, this 25th. day of February, A. D. 1925.

Seal's Place.

D. H. Wilson,
Clerk of the Circuit Court for Harford County.

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

I hereby certify that the aforegoing is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said cause, and that there is no entry or proceeding in said Court to show that the said Judgment or any part thereof hath been paid or satisfied.

Seal's Place.

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 April in the year 1925.

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

H3580

PETITION OF PLAINTIFFS TO
HAVE MARY ELLA McGINNESS
MADE PARTY DEFENDANT TO THE BILL.- AND ORDER OF COURT THEREON.
Filed May 9th. 1925.

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

Walter Teat et al.,	Chancery Docket,
vs.	Cause No. 2490.
Benjamin Teat et al.	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Walter Teat, Annie Huggins and Frank Huggins, Louis H. Teat and the other plaintiffs of the above entitled cause unto Your Honors respectfully sets forth:

1. That Benjamin Teat, a defendant to the bill of complaint of the above cause, after having filed his answer to said bill, departed on or about the day of August, 1924, seized and possessed of that undivided part of the land described in the bill of complaint which said bill states he had at the time of the filing of said bill.

2. That the said Benjamin Teat left a last will and testament duly executed to pass real estate by which he devised all his property, real and personal, unto his sister, Annie R. Huggins, one of the plaintiffs of the bill of complaint; that shortly after the death of the said Benjamin Teat said last will and testament was offered for probate before the Orphans Court of said County, but before probate thereof could be had a caveat to said last will and testament was duly filed and now remains undisposed of; a certified copy of said last will and testament with a certificate of the Register of Wills of said County relating to said Caveat attached marked "Exhibit No. 6", is filed herewith as part hereof.

3. That the said Benjamin Teat left surviving him as his only heir at law one child, Mary Ella McGinness, to whom the said undivided part of the said Benjamin F. Teat in said land descended if the caveat proceedings shall determine that the said Benjamin F. Teat left no last will and testament.

4. That the said Marry Ella McGinness resides in Queen Anne's County aforesaid, and has a husband living by the name of Frank McGinness.

5. That your petitioners are advised that under the circumstances above set forth the said Mary Ella McGinness and Frank McGinnes, her husband, are necessary parties to the bill of complaint.

6. That your petitioners, having suggested the death of the said Benjamin Teat and having stated the above facts, pray Your Honors to pass an order making the said Mary McGinness and Frank McGinness, parties defendant to the bill of complaint.

Respectfully submitted,

Madison Brown

Chas. E. Tucker

Attorneys for Petitioners.

Ordered, on this 9th. day of May, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, upon the aforegoing petition, that Mary Ella McGinness and Frank McGinness, her husband, be and they are hereby made parties defendant to the bill of complaint filed in the above cause; that said bill of complaint be amended to that end, and that the Clerk of this Court be and he is hereby directed to issue a summons to Queen Anne's County, requiring the said Mary Ella McGinness and Frank McGinness, her husband, to answer said bill of complaint and this petition, which petition is hereby directed to be taken and considered a part of said bill of complaint.

Thomas J. Keating.

"EXHIBIT NO. 6".

I, Benjamin F. Teat, of near Millington and State of Maryland, do hereby make and publish this, my last will and testament, in manner and form following, that is to say:-

After the payment of all my debts and funeral expenses, I give, devise and bequeath unto my sister, Annie R. Huggins of near Dixons Tavern, Queen Anne County, Maryland, all of my Estate and property of every kind, character and description, real, personal or mixed, and wheresoever situate.

And I nominate and appoint the said Annie R. Hugguns to be the Executrix of this my last will and testament with the request that she be excused of the necessity of giving bond as such.

Witness the hand and seal of the said testator this fifth (5th) day of May, 1923.

Benjamin F. Teat (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 subscribed our names hereto as witnesses.

W. Hilyard.

Address Millington, Md.

George H. Tracy

Address Millington, Md.

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

On the second day of September, A. D. 1924, came Benjamin H. Tracy (Tracy), Custodian of the within and foregoing instrument of writing purporting to be the last will and testament of Benjamin F. Teat, late of Queen Anne's County, deceased, and made oath in due form of law that the aforegoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know, nor has he heard of any other, and that he received the same from said Benjamin F. Teat for safe keeping on or about the 15 day of May, A. D. 1923 and that he has had possession of same ever since.

Sworn before

William T. Bishop

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

Queen Anne's County, Sct:

State of Maryland,

I, William T. Bishop, Register of Wills in said County and State, do hereby certify that the annexed and aforegoing is the true and perfect copy of the paper writing purporting to be the last Will and Testament of Benjamin F. Teat late of Queen Anne's County, deceased, as filed in my Office on September 2, 1924, by Benjamin H. Tracy, Custodain; that Caveat to said paper writing was filed Sept. 9, 1924 and that same is still pending.

Witness my hand and Seal of the Orphans' Court for said County, this 17th day of April, 1925.

Seal's Place.

Wm. T. Bishop

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

ANSWER OF MARY ELLA McGINNIS AND FRANK McGINNIS AND THEIR CONSENT TO DECREE FORTHWITH.
Filed May 9th. 1925.

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

Walter Teat and others,	
vs.	Cause No. 2490.
Benjamin Teat and others.	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of Mary Ella McGinness and Frank McGinness, her husband, to the bill of complaint of Walter Teat, and others against these respondents in said Court exhibited.

These defendants admit the matters and facts set forth in paragraphs Nos. 1,2,3,4,5,6,7 and 8 of the bill of complaint and in the petitions directed to be taken as part of the bill.

These defendants say that they cannot answer paragraph 9 of the bill because said paragraph 9 involves the construction of a will and is a matter of law for the determination of this Honorable Court.

These defendants consent to the passage of such decree as may be right and proper.

Respectfully submitted,

Mary Ella McGinnis
Frank McGinnis.

H3880

TO THE HONORABLE, THE JUDGES OF SAID COURT:

WE, Mary Ella McGinnis and Frank McGinnis, defendants in the bill of complaint filed in the above cause do hereby agree that this Court shall forthwith pass a decree for the sale of the land described in the bill of complaint without awaiting the determination by the Court of the question raised by paragraphs Nos. 8 and 9 of the bill; that these questions so raised by these paragraphs shall be reserved for the future determination of the Court and that the Equity of the parties in the land mentioned shall be transferred to the proceeds of the sale of the said land and by the decree of sale shall be reserved for the future determination of the Court.

Mary Ella McGinnis

Filed May 9th. 1925.

Frank McGinnis.

ANSWERS OF CHARLES
E° STEWART, et al.,
JUDGMENT CREDITORS AND
THEIR CONSENT TO THE
PASSAGE OF DECREE FORTHWITH.
Filed May 9th. 1925.

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

Walter Teat, and others,	
vs.	Cause No. 2490.
Benjamin Teat, and others.	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

AGREEMENT:

The undersigned, Madison Brown, trustee, and as guardian of John B. Brown and in his own right, party defendant to the bill filed in the above cause as holder in the three capacities of judgments against Louis H. Teat and Walter Teat, other parties to the cause, does hereby agree as follows:

That the above named Court shall forthwith pass a decree for the sale of the land described in the bill of complaint as prayed in the bill of complaint, without awaiting the determination by the Court of the question raised by paragraphs Nos. 8 and 9 of the bill;

That the questions so raised by these paragraphs shall be reserved for the future determination of the Court and that the equity of the parties in the land mentioned shall be transferred to the proceeds of the sale of the land and by the decree of sale shall be reserved for the future determination of the Court.

ANSWER.

The joint and several answer of Madison Brown, as trustee, as guardian of John B. Brown and in his own right, in these capacities party defendant to the bill of complaint, to the bill of complaint and petitions taken as part thereof.

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

Madison Brown

As trustee, as guardian, as individual.

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

Walter Teat and others,	
vs.	Chancery Docket, Cause No. 2490.
Benjamin Teat and others.	

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The answer of Charles E. Stewart, judgment creditor of Louis H. Teat sometimes called Louis H. Tate, to the bill of complaint of Walter Teat and others against him, the said Charles E. Stewart, in said Court exhibited.

This defendant admits the matters and facts set forth in paragraphs Nos. 1,2,3,4,5,6,7 and 8 of the bill of complaint and those of the petition making this defendant a party to the bill.

This defendant states that he cannot answer paragraph 9 of said bill as said paragraph 9 is a matter of law involving the construction of the will mentioned in the bill of complaint.

This defendant consents to the passage of the decree prayed for in said bill or to passage of such decree as may be right and proper.

And as in duty bound etc.,

Chas. E. Stewart.

I, Chas. E. Stewart, a defendant to the bill of complaint filed in the above cause, do hereby agree that the above named Court shall forthwith pass a decree for the sale of the land described in the bill of complaint, as prayed in the bill, without waiting the determination by the Court of the question raised by paragraphs 8 and 9 of the bill; that the questions raised by these paragraphs 8 and 9 shall be reserved for the future determination in the Court and that the Equity of the parties in the land mentioned shall be transferred to the proceeds of the sale of said land and by the decree of sale shall be reserved for the future determination of the Court.

Chas. E. Stewart.

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

Walter Teat and others, vs. Benjamin Teat and others.	Chancery Docket, Cause No. 2490.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Charles H. Goetz, judgment creditor of Louis H. Teat, sometimes called Louis H. Tate, to the bill of complaint of Walter Teat and others against him, the said Charles E. Stewart, in said Court exhibited.

This defendant admits the matters and facts set forth in paragraphs Nos. 1,2,3,4,5,6,7 and 8 of the bill of complaint and those of the petition making this defendant a party to the bill.

This defendant states that he cannot answer paragraph 9 of said bill as said paragraph 9 is a matter of law involving the construction of the will mentioned in the bill of complaint.

This defendant consents to the passage of the decree prayed for in said bill or to passage of such decree as may be right and proper.

And as in duty bound etc.,

Charles H. Goetz.

I, Charles H. Goetz, a defendant to the bill of complaint filed in the above cause, do hereby agree that the above named Court shall forthwith pass a decree for the sale of the land described in the bill of complaint, as prayed in the bill, without waiting the determination by the Court of the question raised by paragraphs 8 and 9 of the bill; that the questions raised by these paragraphs 8 and 9 shall be reserved for the future determination in the Court and that the Equity of the parties in the land mentioned shall be transferred to the proceeds of the sale of said land and by the decree of sale shall be reserved for the future determination of the Court.

Charles H. Goetz.

ANSWER OF MARY THARP, ET AL.,
AND THEIR CONSENT TO DECREE
FORTHWITH.
Filed May 9th. 1925.

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

William Teat and others, vs. Benjamin Teat, and others.	Cause No. 2490.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Mary Tharp and Levi Tharp, her husband, Fred Teat and Lillian Teat, his wife, Lulu Elizabeth Stubbs and George Stubbs, her husband, and Reba Foreacres, defendants to the bill of complaint filed in the above cause, by J. H. C. Legg, their attorney, do hereby agree as follows:

That the above named Court shall forthwith pass a decree for the sale of the land described in the bill of complaint as prayed in the bill of complaint, without awaiting the

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determination by the Court of the question raised by paragraphs Nos. 8 and 9 of the bill; that all the allegations of the bill are admitted save as to the rights of the parties to the proceeds.

That the questions so raised by these paragraphs shall be reserved for the future determination of the Court and that the equity of the parties in the land mentioned shall be transferred to the proceeds of the sale of the land and by the decree of sale shall be reserved for the future determination of the Court.

Respectfully submitted;

Mary Tharp and Levi Tharp, her husband, Fred Teat and Lillian Teat, his wife, Lulu Elizabeth Stubbs and George Stubbs, her husband, and Reba Foreacres.

by J. H. C. Legg, their

Filed May 9th. 1925.

CONSENT OF WALTER
TEAT, ET AL.,
Filed May 9th. 1925.

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

Walter Teat, and others, | Cause No. 2490.
vs. |
Benjamin Teat, and others. |)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, Walter Teat, Annie Huggins and Frank Huggins, her husband, Louis H. Teat and Marian, his wife, parties plaintiff of the above cause do hereby agree as follows:
That the above named Court shall forthwith pass a decree for the sale of the land described in the bill of complaint as prayed in the bill of complaint, without awaiting the determination by the Court of the question raised by paragraphs Nos. 8 and 9 of the bill;

That the questions so raised by these paragraphs shall be reserved for the future determination of the Court and that the equity of the parties in the land mentioned shall be transferred to the proceeds of the sale of the land and by the decree of sale shall be reserved for the future determination of the Court.

Respectfully submitted,

Walter Teat

Anna R. Huggins

Frank L. Huggins.

L. H. Tate.

Marion Tate.

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

Walter Teat, and others, |)
vs. | Cause No. 2490.
Benjamin Teat, and others. |

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Baynard Thompson, Blanche Thompson, Elizabeth Thompson, Howard Thompson and Elsie Thompson, infant plaintiffs of the above entitled cause, by David Walls, their next friend, do hereby agree as follows:

That the above named Court shall forthwith pass a decree for the sale of the land described in the bill of complaint as prayed in the bill of complaint, without awaiting the determination by the Court of the question raised by paragraphs Nos. 8 and 9 of the bill;

That the questions so raised by these paragraphs shall be reserved for the future determination of the Court and that the equity of the parties in the land mentioned shall be transferred to the proceeds of the sale of the land and by the decree of sale shall be reserved for the future determination of the Court.

Respectfully submitted,

Baynard Thompson, Blanche Thompson, Elizabeth Thompson, Howard Thompson and Elsie Thompson

by

David Walls, their next friend.

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

Walter Teat, and others,	
vs.	Cause No. 2490.
Benjamin Teat and others.	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, William T. Thompson, Hiram C. Sparks, Nancy M. Sparks, his wife, Pearl C. Ware and William H. Ware, her husband, Katie Bowers and Bryan Bowers, her husband, Adult Plaintiffs of the above cause do hereby agree as follows:

That the above named Court shall forthwith pass a decree for the sale of the land described in the bill of complaint as prayed in the bill of complaint, without awaiting the determination by the Court of the questions raised by paragraphs Nos. 8 and 9 of the bill;

That the questions so raised by these paragraphs shall be reserved for the future determination of the Court and that the equity of the parties in the land mentioned shall be transferred to the proceeds of the sale of the land and by the decree of sale shall be reserved for the future determination of the Court.

Respectfully submitted,

William T. Thompson

Hiram C. Sparks

Nancy M. Sparks

Pearl C. Ware

William H. Ware

Katie Bowers

Bryan Bowers.

DECREE.
Filed May 9th. 1925.

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

Walter Teat, et al., plaintiffs,	Chancery Docket,
versus	Cause,
Benjamin Teat, et al., defendants.	Number 2490.

It appears from the proceedings had in the above cause that the parties have filed agreements in writing that a decree for the sale of the real estate mentioned in the proceedings shall be passed forthwith without the determination of the rights of the parties, in the proceeds of the sale and that the rights of the parties in the proceeds of the sale shall be reserved for determination by a future decree of the Court.

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

It is thereupon, this ninth day of May, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, adjudged, ordered and decreed, that the real estate in the proceedings of said cause mentioned be sold for the purpose of partition among such of the parties, to the cause as this Court shall by its future decree, determine as the parties entitled to the proceeds of sale to be made, and that the rights of the parties to said proceeds of sale are hereby reserved for determination by such future decree of this Court.

AND it is further adjudged, ordered and decreed as follows:

That Madison Brown, Charles E. Tucker and J.H.C. Legg, of said County be and they are hereby appointed trustees, to make said sales, and the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland to be executed by themselves, with a surety or sureties to be approved by this Court or by said Clerk, in the penalty of the sum of Eight thousand dollars if the sureties shall be persons, and in the penalty of the sum of four thousand dollars if the surety shall be a corporation duly authorized by the laws of the State of Maryland to become sole surety on the bonds of trustees, 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; that they shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement inserted in some newspaper published in Queen Anne's County aforesaid, and such other notice as they shall think proper of the time, place, manner and terms of sale.

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That the terms of said sale shall be as follows: one-third of the purchase money shall be required to be paid in cash on the day of sale and the balance thereof shall be required to be paid in two equal installments, payable respectively, 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 with a surety or sureties thereon to be approved by them, the said trustees; a cash deposit of five hundred dollars shall be required of the purchaser at the time of the sale.

The purchaser is to be given the right to pay all cash on ratification of sale.

That 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 by, from or under them or any of them.

That the said trustees shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Thomas J. Keating.

CERTIFIED COPY OF BOND.
Filed June 8th. 1925.

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

STATE OF MARYLAND, SCT:

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, Charles E. Tucker and J.H.C. Legg, 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 by law to become sole surety on the bonds of trustees appointed to make sale of real estate by decree of Courts of Equity, are held and firmly bound unto the State of Maryland, in the full and just sum of four thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

WHEREAS by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date on the ninth day of May, in the year nineteen hundred and twenty five and passed in a cause in said Court bearing the number 2490 and wherein Walter Teat and others are plaintiffs and Benjamin Teat and others are the defendants, the above bound Madison Brown, Charles E. Tucker and J.H.C. Legg have been appointed trustees to make sale of certain real estate in the proceedings in said cause mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Madison Brown, Charles E. Tucker, and J.H.C. Legg, 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 virtue in law.

Signed, sealed and delivered
in the presence of:
Hilda T. Seward.

Madison Brown. (SEAL)
Chas. E. Tucker (SEAL)
American Surety Company
of New York.
By Madison Brown. Seal's
Its Attorney. Place.

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

Security approved and Bond filed June 8th. 1925.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No. 1, fol. 161, a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 8th. day of June, in the year 1925.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed June 16th. 1925.

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

Walter Teat, et al.,	Chancery
versus	Cause No. 2490.
Benjamin Teat, et al.,	

TOTHE HONORABLE, THE JUDGES OF SAID COURT:

The report of Madison Brown, Charles E. Tucker and J. H. C. Legg, trustees appointed by the decree in this cause, to make sale of certain real estate therein mentioned, shows:

That prior to the day of sale hereinafter mentioned your trustees gave bond with security for the faithful discharge of their trust as required by said decree.

That prior to the day of sale hereinafter mentioned they gave notice of the time, place, manner and terms of sale by advertisements in the Centreville Record for more than three successive weeks before the day of sale, as will appear by reference to the copy of advertisement of sale duly certified to by the publishers of said paper, filed herewith as part hereof.

That pursuant to said notice of sale your trustees did attend in front of the Court House Door, in the town of Centreville, in said County, on Tuesday the ninth day of June, 1925, at 2 o'clock P.M., and then and there proceeded to sell said real estate in the following manner, to wit:

Your trustees read to the parties assembled for the sale the advertisement or notice of sale and then announced that in addition to the terms of sale advertised they would sell said real estate with the understanding that the purchaser would pay all taxes of the current year and would receive the Landlords share of all crops of the present year; that the farm would be sold subject to the rights of Harry Pugh, present tenant, to occupy the property for the remainder of the current year and that the purchaser would be required to pay for the title papers and stamps required for the deed.

That then through the medium of Elmer Anthony, as auctioneer, your trustees offered the property decreed to be sold consisting of all that farm or tract of land called or known as "The Benjamin Teat Home Farm", "The George Teat Farm", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the public road from Sudlersville by Dixons Tavern to Templeville, as containing one hundred and thirty four acres of land, more or less, and then and there sold the same unto Harry Pugh, of said County, he being then and there the highest bidder therefore at and for the sum of Twenty three dollars per acre.

That the said purchaser has given as security in part of the purchase money his note payable on demand for one-third thereof with Annie R. Huggins and Walter Teat as securities thereon but has made no further compliance with the terms of sale.

That the total sale amounts to $3082.00,

Which is respectfully submitted,

Madison Brown

Chas. E. Tucker,

J. H. C. Legg.
trustees.

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

I hereby certify that on this fifteenth day of June, in the year nineteen hundred and twenty five, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, Charles E. Tucker and J.H.C. Legg, trustees, and they made oath in due form of law that the matters and things set forth in the aforegoing report are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

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

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed June 16th. 1925.

TRUSTEE'S SALE OF FIRST DISTRICT FARM.

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, in case of Walter Teat against Benjamin Teat (Cause 2490) the undersigned will sell at

Public Sale to the highest bidder in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, at the hour of 2 o'clock p.m., on TUESDAY, JUNE 9, 1925,

ALL THAT FARM OR TRACT OF LAND called "The Benjamin Teat Home Farm", "The George Teat Farm", situate in the First Election District of Queen Anne's County, on right side of the Public road from Dixon's Tavern to Templeville, adjoining the land of Howard Barwick, Walter Teat, Blanche Thompson, and Lee Redden, containing 134 ACRES OF LAND, more or less.

Improvements consist of a two-story frame DWELLING HOUSE, barn stable and implement shed.

The areable part of this farm contains about 117 acres and is suited for the growth of wheat, corn, tomatoes, grass. There are about 17 acres in woods. This farm properly cultivated can be made a good paying investment and nice home.

TERMS OF SALE:- One third of the purchase money in cash on day of sale and balance in one and two years from day of sale, with interest from day of sale; all deferred payments to be secured by notes of purchaser with sureties thereon to be approved by undersigned; or all cash at option of purchaser. Cash deposit of $500.00 will be required at time of sale. Further particulars made known on day of sale or can be obtained at once by application to the trustees.

MADISON BROWN,
CHARLES E° TUCKER,
J.H.C. LEGG,
Trustees.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., 6-15-1925.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Trustees Sale in the case of Walter teat against Benjamin Teat, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for 3 consecutive weeks before the 9th day of June, in the year 19 .

THE CENTREVILLE RECORD PUBLISHING CO.,

Filed June 16th. 1925. By W. F. Reed.

N I S I.

WALTER TEAT, ET AL°,	IN THE CIRCUIT COURT
VS°	FOR QUEEN ANNE'S COUNTY
BENJAMIN TEAT, ET. AL.	IN EQUITY.
	CHANCERY NO. 2490.

ORDERED, This 16th. day of June, A.D., 1925, that the sale of the real estate made and reported in this cause by Madison Brown, Charles E. Tucker and J.H.C. Legg, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th. 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 20th day of July next.

The Report states the amount of sales to be $3082.00.

Filed June 16th. 1925. B° HACKETT TURNER, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed July 16th. 1928.

REPORT AND ACCOUNT OF SPECIAL AUDITOR.
Filed Aug. 12th. 1925.

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

Walter Teat, et al.,	Chancery
versus	Docket,
Benjamin Teat et al.	Cause No. 2490.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Madison Bordley, Special Auditor, unto Your Honors respectfully set forth:

I have stated the within account prior to the ratification of the sale of this cause at the request of the trustees in order that the shares of the parties entitled to the proceeds of sale may be ascertained, as it is the understanding of the trustees that the purchaser is to use two of said shares in settlement of the purchase money.

I find from an examination of the proceedings that there is a question as to whether or not the heirs of one Jervis Teat who died in the life time of George Teat, life tenant of the property sold under the will mentioned in the cause, are entitled to that share of the sales which Jervis Teat would have taken had he survived George Teat; that this question awaits the determination of the Court. I have ascertained by the within account the amount of this share but have not distributed it leaving it subject to the order of the Court.

I also find that there is a question as to who is entitled to the share of that Benjamin Teat, son of testator, who died after institution of suit. It appears that he left a last will and testament which has been filed for probate but to which a caveat has been filed and this caveat does not appear to have been determined. It appears that if the caveat should be dismissed Annie R. Huggins, a party to the cause, will receive said share, but that if said caveat is sustained Ella McGinness a party to the cause will receive said share. I have ascertained the amount of said share but have not distributed it and by the within account it remains subject to the order of the Court.

It appears that there are three judgment Louis H. Teat, held by parties to the cause; that his share is sufficient to pay the first judgment in full and a part of the second judgment and no more. From the share of Louis H. Teat I have deducted and allowed the first judgment and the second judgment in part.

The third judgment against Louis H. Teat is also against Walter Teat and being less than the share of Walter Teat is allowed out of the share of Walter Teat and the balance of said share is distributed to Walter Teat.

It appears that Blanche Thompson died after the institution of this suit without a will and her share is distributed among her heirs.

In the within account I have charged the trustees with the gross amount of the sale made by them and have allowed them thereout their commissions for making the sale, Court costs, costs of advertising the sale and the several orders nisi of the cause, taxes of year 1924, on land sold remaining unpaid, cost of their bond and the fee of the auditor.

I have divided the balance then remaining, being the net sale into six parts, one of which is distributed to Annie R. Huggins, one of which is a share of Walter Teat, distributed as above set forth, one is the share of Louis H. Teat, distributed as above set forth, one is the share of Benjamin Teat undistributed, and that share which Jervis Teat would have taken if he survived George Teat, undistributed and the remaining share is that of Blanche Thompson, which is distributed among her heirs as they appear in the proceedings.

Respectfully submitted,

August 12, 1925.

The proceeds of the sale of the real estate of Walter Teat and others in account with Madison Brown, Charles E. Tucker and J. H. C. Legg, trustees appointed by the decree filed in this case to sell said real estate.

Cr.

1925, June 9	By gross amount of said sale, per report of sale filed, to wit:		$3082.00

Dr.

" "	To Madison Brown, Charles E. Tucker and J.H.C. Legg, for their commissions for making sale:		$168.28
	To do., for Court costs of suit per bill of clerk, as follows:		
	costs of B.H. Turner, clerk:	$42.50	
	costs of S.E. Spry, Sheriff;	4.20	
	costs of M.B. Bordley, Examiner:	8.00	
	costs of clerk for examiner;	4.00	
	fees of witnesses before exam:	.75	
	appearance fee of plaintiff's solicitor,	10.00	
	defendants' solicitor,	10.00	79.45
	To do., for charges of auctioneer at sale made, to wit:		15.00
	To do., for advertising sale and order nisi thereon in Centreville Record:		43.25
	To do., for costs of advertising sale in Centreville Observer,		31.56
	To do., for balance or unpaid part of taxes for year 1924, on land sold per statement filed:		24.46

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To do., for costs of their bond due to corporate surety thereon per bill:		16.00	
To do., for cost of advertising order nisi to be passed as to this report and account:		3.00	
To Madison B. Bordley, special auditor, for stating this account,		9.00	
To balance carried forward:		$2692.00	
Dr.		$3082.00	$3082.00
By balance brought forward,			$2692.00
Dr.			
To Annie R. Huggins, 1/6 of above balance:		$448.67	
To Walter Teat, in part of 1/6 of above balance use of Madison Brown, on account of judgment described in exhibit No. 4	$97.78		
To Walter Teat, residue of said 1/6, sum of	350.89	$448.67	
To Louis H. Teat, in part of 1/6 of above balance, use of Madison Brown, trustee, on account of judgment described in exhibit No. 1, A:	$133.75		
To Louis H. Teat, use of Charles E. Stewart, residue of said 1/6, on account of judgment described in exhibit No. 2, sum of:	$314.92	$448.67	
To the share of Benjamin Teat, defendant, 1/6 of above balance: now dead, to be held to future order of court:		$448.67	
To that share which Jervis Teat, if he had survived George Teat, would have taken, to be held subject to the future order of court:		$448.66	
To the share of Blanche Thompson, 1/6 of above balance carried to and distributed on next page:		$448.66	
		$2692.00	$2692.00
By the share of Blanche Thompson brought over:			$448.66
To William T. Thompson, her husband 1/3 of said share, to wit:		$149.56	
To Hiram C. Sparks, her son, 1/8 of 2/3 of said share, to wit:		37.39	
To Katie Bowers, her daughter, 1/8 of 2/3 of said share, to wit:		37.39	
To Pearle C. Ware, her daughter, 1/8 of 2/3 of said share, to wit:		37.39	
To Baynard Thompson, her son, infant, 1/8 of 2/3 of said share, to wit:		37.39	
To Blanche Thompson, her daughter, infant, 1/8 of 2/3 of said share, to wit:		37.39	
To Elizabeth Thompson, her daughter, infant, 1/8 of 2/3 of said share, to wit:		37.39	
To Howard Thompson, her son, infant, 1/8 of 2/3 of said share, to wit:		37.38	
To Elsie Thompson, her daughter, infant, 1/8 of 2/3 of said share, to wit:		37.38	
		$448.66	$448.66

August 11, 1925.

Madison B. Bordley
Special Auditor.

NISI RATIFICATION OF AUDIT.

WALTER TEAT, ET. AL.,	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
BENJAMIN TEAT, ET. AL.,	IN EQUITY.
	CASE NO. 2490.

ORDERED, This 12th. day of August, in the year nineteen hundred and twenty five, that the Report and Account filed in these proceedings by Madison B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of September, 1925; provided a copy of this order be published once a week in each of two successive weeks before the 31st day of August, 1925, in some newspaper printed and published in Queen Anne's County.

Filed Aug. 12th. 1925. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed July 16th. 1928.

ORDER NISI.

Walter Teat, et. al.,
vs.
Benjamin Teat, et.al.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2490.

Ordered, this 16th day of June, A.D., 1925, that the sale of the real estate made and reported in this cause by Madison Brown, Charles Tucker, and J. H. C. Legg, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of July next.

The Report states the amount of sales to be $3082.00.

B° HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed June 16th. 1925.

THE CENTREVILLE RECORD.

Centreville, Md., July 16, 1928.

THE CENTREVILLE RECORD PUBLISHING CO°, hereby certifies that the Order Nisi in the case of Walter Teat, et al. vs. Benjamin Teat, et al. cause No. 2490, 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 July next in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Wm. Purnell Brown.

ORDER OF COURT RATIFYING SALE.

Ordered, this 16th day of July, 1928, by the Circuit Court for Queen Anne's County, in Equity, and by authority thereof, that the sale mentioned and described in the within and aforegoing report of sale as made by Madison Brown, Charles E. Tucker and J. H. C. Legg, trustees, 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 relatingtthereto passed.

June 16, 1925. Thomas J. Keating.

H3580

M38580

H3858

Cause No. 2825.

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

ELIZABETH E. KEITH TRUSTEE AND COMMITTEE VS. CARRIE J. WILLIAMS NON COMPOS MENTIS	(((((((	IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY, IN EQUITY.

To the Honorable, the Judges of said Court:-

The Bill of Complaint of Elizabeth E. Keith by John B. Hutton and Nehemiah E. Clark, her solicitors, respectfully represents:

1. That by an order of the Court of Chancery of the State of Delaware passed on the 22nd day of October, A. D. 1927, she was duly appointed Trustee and Committee to take charge of the said Charrie J. Williams and to manage her estate.

2. That the said Elizabeth E. Keith accordingly assumed the duties prescribed by the said order and executed Bond to the State of Delaware in the amount of Three Thousand Dollars.

3. That subsequently the said Carrie J. Williams became entitled to a farm situated in the first election district of Queen Annes County, Maryland (containing 312 acres of land, more or less) of the approximate value of Four Thousand Dollars) and executed additional Bond to the State of Delaware in the sum of Eight Thousand Dollars; whereupon the Chancellor of Delaware gave his approval to the filing of an application of the sale of said farm.

4. That an exemplified copy of all proceedings (Petition, Order, Bonds etc.) in the matter are filed herewith as "Exhibit A" and prayed to be taken as a part of this Bill.

5. That as aforesaid, the real estate consists of a farm of 312 acres of land more or less in the first election district of Queen Annes County, Maryland valued at approximately Four Thousand Dollars and being the same farm conveyed unto the said Carrie J. Williams by deed from George N. Williams et. al., heirs at law of Jane L. Williams, late of Queen Anne's County said Deed dated November 23d, 1928 recorded in Liber B. H. T. #10, folio #89 and by deed from Margaret Williams, widow of James M. Williams, which said Deed is also executed as Executrix of said James M. Williams, dated August 16th, A. D. 1929 and recorded in Liber B. H. T. #10, folio #86 Land Records of Queen Annes County, copies of said Deed filed herewith marked "Exhibits B. & C" respectively. Also copy of the last Will of James M. Williams, marked Exhibit D" & prayed to be taken as a part of the proceedings.

6. That the other property of said non compos is of small value and the income therefrom not sufficient to pay expenses and provide a proper and comfortable support for her; that it will be for the best interests of said lunatic and necessary for her support and to pay expenses to sell said property.

To the end therefore:

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

(2.) That the net proceeds of said sale, after the audit has been stated and confirmed, shall be transferred to the jurisdiction of the State of Delaware, wherein the non compos resides and the Conventional trustee was appointed.

(3.) That your Orator may have such other and further relief as her case may require.

May it please your Honors to grant unto your Orator, the Order of Publication giving notice to the said Carrie J. Williams, non compos, residing at Farnhurst in the State of Delaware, who is a non resident of this state, warning her to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any she has why a Decree ought not to pass as prayed.

And as in duty bound,

JOHN B. HUTTON

NEHEMIAH E. CLARK

Solicitors for Plaintiff.

STATE OF DELAWARE, KENT COUNTY, TO WIT:

I hereby certify that on this 9th day of June A. D. 1930 before me the subscriber a Notary Public of the State of Delaware in and for Kent County aforesaid, personally appeared Elizabeth E. Keith, Trustee and Committee therein named, and made oath in due form of Law that the matter and facts set forth in the foregoing

Petition are true as therein stated to the best of her knowledge and belief.

WITNESS MY HAND AND NOTARIAL SEAL

ELIABETH E. KEITH

ERNEST V. KEITH
Notary Public.

Filed June 11th, 1930.

PLAINTIFFS EXHIBIT A
Filed June 11th, 1930.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE?
IN AND FOR KENT COUNTY.

IN THE MATTER OF CARRIE J. WILLIAMS,

AN INSANE PERSON.

TO THE CHANCELLOR OF THE STATE OF DELAWARE:

The petition of Elizabeth E. Keith, of the Town of Dover, Kent County and State of Delaware, respectfully represents;

THAT Carrie J. Williams, of Dover, in Kent County, now is and for the space of five months last past has been insane, and by reason thereof wholly unfit to govern herself, or manage her estate, as by the affidavit hereto annexed appears;

THAT your petitioner is the sister of the said Carrie J. Williams;

THAT the said Carrie J. Williams is possessed of no property, except about the sum of Fifteen Hundred ($1500.00) Dollars deposited in the Savings Department in banks of the City of Wilmington, Delaware, and in the City and State of New York;

THAT in case of the death of the said Carrie J. Williams, the persons who would be entitled to her estate, are her brothers and sisters, and the children of a deceased sister, namely:

NAMES	ADDRESS
Alcade Williams,	Caledonia, Ohio;
George Williams,	North McAlester, Oklahoma
James Williams,	135 S. 18th St., Philadelphia, Pa.
A. L. Conaway,	714 N. Clinton Street, Defianco, Ohio

Harvey Knotts (son of a deceased sister, Mary Knotts) 331 S. 63rd. St. Philadelphia, Pa.

Mary Adams (daughter of a deceased sister " ") Harold, Somerset County, Md.

THAT the said Carrie J. Williams is now an inmate of the Delaware State Hospital, at Farnhurst, hunder treatment for lunacy, and was admitted there on the Sixth day of October, A. D. 1927, upon the certificate of two physicians, as required by law;

Your petitioners, therefore, prays: That a Trustee be appointed by the Chancellor to take charge of the said Carrie J. Williams and manage her estate, without the issuance of a Writ de lunatico inquiremdo; and

Your petitioner will ever pray, etc.

JOHN B. HUTTON
SOLICITOR.

ELIZABETH E. KEITH
PETITIONER.

STATE OF DELAWARE

KENT COUNTY 'SS

BE IT REMEMBERED That on this tenth day of October, A. D. 1927, personally came before me, the subscriber, a Notary Public for the State of Delaware, Elizabeth E. Keith, who being by me duly sworn, according to law, deposes and says: That she is the petitioner named in and who signed the foregoing petition; that the facts set forth in the said petition are true and correct.

ELIZABETH E. KEITH

Sworn to and subscribed before me the day and year aforesaid.

ERNEST V. KEITH
NOTARY PUBLIC.

A3580

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN AND FOR KENT COUNTY

IN THE MATTER OF

CARRIE J. WILLIAMS, AN INSANE PERSON.

STATE OF DELAWARE'

KENT COUNTY 'SS

BE IT REMEMBERED That on this day of October, A. D. 1927, personally came before me, the subscriber, a Notary Public for the State of Delaware, M. A. Tarumianz, M. D., Superintendent of the Delaware State Hospital, at Farnhurst, who being by me duly sworn, according to law, deposes and says:

THAT Carrie J. Williams, of Dover, Kent County and State of Delaware, was committed to the said Delaware State Hospital, at Farnhurst, on the Sixth day of October, A. D. 1927, in accordance with law;

THAT the said Carrie J. Williams at the time of her commitment and now is suffering from a form of insanity, known as Manic Depressive Psychosis, and by reason thereof is unfit to govern herself or manage her estate.

M. A. TARUMIANZ, M. D.
SUPERINTENDENT

SWORN to and subscribed before me the day and year aforesaid.

WILLIAM BLACK
NOTARY PUBLIC.

ON THIS Twenty-second day of October, A. D. 1927, the foregoing petition of Elizabeth E. Keith for the appointment of a Trustee for Carrie J. Williams, an Insane Person, and the affidavit therewith submitted having been read and considered by the Chancellor and proof having been made to the Chancellor, that the petitioner upon filing the petition had given to the adult parties interested due notice of her intention to make the application and of the time and place for making the same; and

IT APPEARING from said petition that the said Carrie J. Williams was at the time of said application, and still is an inmate of Delaware State Hospital, at Farnhurst, under treatment for lunach, and is incapable of the management of her estate, and that she is possessed of certain personal estate, in said petition mentioned and specified, upon motion, of John B. Hutton, Esquire, Solicitor for the said petitioner, IT IS ORDERED BY THE CHANCELLOR that Elizabeth E. Keith, of the Town of Dover, Kent County and State of Delaware, be and she is hereby appointed Trustee to take charge of the said Carrie J. Williams and manage her estate, first giving bond to the State of Delaware in the sum of Three Thousand ($3,000.00) Dollars, for the faithful discharge of her duties, as such Trustee, and James B. Keith, of Dover, Kent County and State of Delaware is hereby approved as surety;

FURTHER: That the said Trustee, at least, once in every two years from the date hereof, and as often at other times as the Chancellor shall direct, make before the Chancellor a just and true account of all the personal estate and profits thereof, as shall come into the hands, custody on possession of the said Trustee, and otherwise comply with the rules of this Court, respecting Trustees for lunatics.

J. O. WOLCOTT
CHANCELLOR.

KNOW ALL MEN BY THESE PRESENTS

THAT WE, Elizabeth E. Keith and James B. Keith, of the Town of Dover, Kent County and State of Delaware, are held and firmly bound to the State of Delaware, in the penal sum of Three Thousand Dollars ($3,000.00) lawful money of the United States of America, to be paid to the said State of Delaware, to which payment well and truly to be made, we bind ourselves jointly and severally, and our respective heirs, executors and administrators, for and in the whole firmly by these presents.

SEALED with our seals and dated this twenty-second day of October, A. D. 1927.

THE CONDITION OF THIS OBLIGATIONIS SUCH: That if the above bound, Elizabeth E. Keith, who was on this day appointed by the Chancellor of the State of Delaware, Trustee to take charge of Carrie J. Williams, an insane person, and manage her estate, shall, at least, once in every two years from the date hereof, and as often at other times as the Chancellor shall direct, make before the Chancellor a just and true account of all and singular the rents, issues and profits of the real estate of the said Carrie J. Williams, and, also, of her personal estate, and the profits thereof, that shall come into her hands, custody or possession and shall carefully perform and keep the orders and directions of the Chancellor touching or concerning the said Carrie J. Williams, and her estate, and shall, when ordered by the Chancellor, produce before the Chancellor, or before a master appoint by the Chancellor, any and all investments or securities in her possession belonging to the said trust estate, and shall do whatever is necessary

for the care, preservation and increase of the estate of the said Carrie J. Williams and further in case of the recovery of the said Carrie J. Williams shall deliver and pay over to her, or in case of her decease, shall deliver and pay over to her heirs and proper representatives all the balance of the estate of the said Carrie J. Williams, real and persona, after deducting such allowances as the Chancellor shall authorize, and inall things faithfully discharge her duties as trustee for the said Carrie J. Williams, then this obligation to be void, or else to be and remain in full force and virtue.

ELIZABETH E. KEITH (SEAL)

Signed, sealed and delivered in the presence of:

JAMES B. KEITH (SEAL)

J. B. HUTTON

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE,

IN AND FOR KENT COUNTY.

IN THE MATTER OF
CARRIE J. WILLIAMS,
AN INSANE PERSON

TO THE CHANCELLOR OF THE STATE OF DELAWARE:

The petition of Elizabeth E. Keith, of the City of Dover, Kent County and State of Delaware, respectfully represents;

THAT on the Twenty-second day of October, A. D. 1927, your petitioner was regularly appointed by the Chancellor of the State of Delaware Trustee to take charge of the said Carrie J. Williams and manage her estate, and thereupon gave bond in the sum of Three Thousand ($3,000.00) Dollars for the faithful discharge of her duties as such Trustee.

THAT since the appointment of your petitioner as Trustee, as aforesaid, the said Carrie J. Williams has become entitled to a farm or tract of land, situated in the First Election District of Queen Anne County and State of Maryland, containing three hundred and twelve (312) acres of land, more or less, and of the approximate value of Four Thousand ($4,000.00) Dollars.

THAT your petitioner, deeming it for the best interest of the said Carrie J. Williams, desires to sell the aforesaid farm, and asks the approval of the Chancellor to the filing of petition in the Courts of Queen Anne County aforesaid, praying an order of said Court, authorizing and directing the aforesaid Trustee to make sale of the said farm.

ELIZABETH E. KEITH
TRUSTEE FOR CARRIE J. WILLIAMS.

AND NOW TO WIT: This thirty-first day of May, A. D. 1930, the foregoing petition having been presented and read, and it appearing to the Chancellor that since the ppointment of the said Trustee, the said Carrie J. Williams has become entitled to certain real estate situated and located in Queen Anne County and State of Maryland, and of the approximate value of Four Thousand ($4,000.00) Dollars; and

IT FURTHER APPEARING That the said Trustee, deeming it for the best interests of the said Carrie J. Williams, desires to sell the said farm and asks the approval of the Chancellor to the filing of a petition in the Court of Queen Anne County, praying an order of said court authorizing the sale of the said farm;

NOW, THEREFORE, The Chancellor hereby gives approval to the filing of the application for the sale of the said farm; and

IT IS ORDERED BY THE CHANCELLOR That the said Elizabeth E. Keith give additional bond, as such Trustee, to the State of Delaware, in the sum of Eight Thousand ($8,000.00) Dollars, and James B. Keith, of Kent County and State of Delaware, is hereby approved as surety.

J. O. WOLCOTT

CHANCELLOR

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Elizabeth E. Keith and James B. Keith, of the City of Dover, Kent County and State of Delaware, are held and firmly bound unto the State of Delaware, in the penal sum of Eight Thousand ($8,000.00) Dollars, lawful money of the United States of America, to be paid to the said State of Delaware, to which payment well and truly to be made, we bind ourselves jointly and severally, and our respective heirs, executors and administrators, for and in the whole firmly by these presents;

SEALED with our seals and dated this thirty-first day of May, A. D. nineteen hundred and thirty (1930).

THE CONDITION OF THIS OBLIGATION IS SUCH: That if the above bound, Elizabeth E. Keith, who was, on the twenty-second day of October, A. D. 1927, appointed by the Chancellor of the State of Delaware, Trustee to take charge

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of Carrie J. Williams, an insane person, and manage her estate, shall at least once in every two years from the date hereof, and as often at other times as the Chancellor shall direct, make before the Chancellor a just and true account of all and singular the rents, issues and profits of the real estate of the said Carrie J. Williams, and, also, of her personal estate, and the profits thereof, that shall come into her hands, custody or possession, and shall, also, make a just and true account of all moneys coming into her hands or possession arising from the sale of any real estate of the said Carrie J. Williams sold by order of the Chancellor or of any Court and, also, of the profits and income from any investment or investments thereof, and shall carefully perform and keep the orders and directions of the Chancellor touching or concerning the said Carrie J. Williams, and her estate, and shall, when ordered by the Chancellor, produce before the Chancellor, or before a master appointed by the Chancellor, any and all investments, or securities in her possession belonging to the said trust estate, and shall do whatever is necessary for the care, preservation and increase of the state of the said Carrie J. Williams, and further in case of the recovery of the said Carrie J. Williams, shall deliver and pay over to her, or in case of her decease, shall deliver and pay over to her heirs and proper representatives all the balance of the estate of the said Carrie J. Williams, real and personal, after deducting such allowances as the Chancellor shall authorize, and in all things faithfully discharge her duties as trustee for the said Carrie J. Williams, then this obligation to be void, or else to be and remain in full force and virtue.

Signed, sealed and delivered in the presence of:

J. B. HUTTON

ELIZABETH E. KEITH (SEAL)

JAMES B. KEITH (SEAL)

STATE OF DELAWARE)
KENT COUNTY) SS.

Seal's Place

I, Harry B. Clark, Register of the Court of Chancery of the State of Delaware, in and for Kent County, do hereby certify that the foregoing is a true and correct copy of the petition and affidavits in the matter of the application for the appointment of a Trustee for Carrie J. Williams, an Insane Person, together with the order of the Chancellor, appointing Elizabeth E. Keith, Trustee, to take charge of the said Carrie J. Williams and manage her estate, and, also, copies of the two several bonds required to be given by the said Elizabeth E. Keith, Trustee, as aforesaid, as the same remains on file and of record in said Court.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at Dover this Second day of June in the year of our Lord, nineteen hundred and thirty (1930)

HARRY B. CLARK
Register in Chancery

STATE OF DELAWARE, TO-WIT:

I, Josiah O. Wolcott, Chancellor of the State of Delaware, do hereby certify that the foregoing Record and Attestation, made by Harry B. Clark, Esquire, Register in Chancery within the County of Kent, whose name is thereto subscribed, and to which the seal of said Court is affixed, are in due form of law, and made by proper officer.

In testimony whereof, I have hereunto set my hand, this Second day of June in the year of our Lord, nineteen hundred and thirty (1930)

J. O. WOLCOTT
Chancellor.

STATE OF DELAWARE,)
KENT COUNTY) SS.

Seal's Place.

I, Harry B. Clark, Register of the Court of Chancery of the State of Delaware, in and for Kent County, do hereby certify that the Hon. Josiah O. Wolcott, by whom the foregoing attestation was made and whose name is hereto subscribed, was at the time of the making thereof, and still is Chancellor of the State of Delaware, duly commissioned and sworn, to all whose acts, as such full faith and credit are and ought to be given, as well in Courts of Justice as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, at Dover, this Second day of June in the year of our Lord, nineteen hundred and thirty (1930)

HARRY B. CLARK
Register in Chancery.

EXHIBIT B
Filed June 11th, 1930.

#13,822. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 26th day of August, in the year nineteen hundred and twenty nine, the following Deed was brought to be recorded, to wit:-

THIS INDENTURE

Made this twenty third day of November, in the year of our Lord, one thousand nine hundred and twenty eight (1928)

BETWEEN George N. Williams and Jennie Williams, his wife, of the town of North McAlester and State of Oklahoma, Angie L. Conaway (widow) of the City of Defiance and State of Ohio, James B. Keith and Elizabeth E. Keith, his wife, of the town of Dover, Kent County and State of Delaware, Harvey Knotts and Barbara Knotts, his wife, of the City of Philadelphia and State of Pennsylvania, Frederick Adams and Mary Adams, his wife, of Harold, Somerset County and State of Maryland, Alice Williams (widow of Alcade Williams, deceased), of the City of Caledonia and State of Ohio, Helen Kiley Williams (widow of Harold F. Williams, deceased) Philip Alcade Williams (single), Pual M. Ruef and Alice Mae Ruef, his wife, of the City of Indianapolis and State of Indiana, John D. Harrison and Mabel Williams Harrison, his wife, of the City of Caledonia, and State of Ohio, James A. Williams and Mary Garberson Williams, his wife, Robert F. Williams and Mabel Harrison Williams, his wife, of the City of Marion and State of Ohio, all parties of the first part, and Carrie J. Williams, of the town of Dover, Kent County and State of Delaware, party of the second part:

WHEREAS, Jane L. Williams, late of Queen Anne's County and State of Maryland, being then seized and possessed in fee simple of the farm or tract of land hereinafter described, died, intestate, on or about June 4, 1903, leaving to survive her a husband, William H. Williams (since deceased) and seven children, namely: James M. Williams, Alcade Williams, George N. Williams, Angie L. Conaway, Mary Knotts, Elizabeth E. Thomas (now Elizabeth E. Keith, and Carrie K. Williams, as her heirs at law;

AND WHEREAS, the said James M. Williams, one of the aforesaid children, negotitated orally in the life time of the said Jane L. Williams for the purchase of said farm at the price of Seven thousand ($7,000.00) dollars, and after the death of the said Jane L. Williams renewed the said negotitations with the children of the said Jane L. Williams, and then and there agreed to pay to the said children, namely: To Alcade Williams, George N. Williams, Angie L. Conaway, Mary Knotts, Elizabeth E. Thomas (Now Elizabeth E. Keith) and Carrie J. Williams each the sum of one thousand ($1,000.00) dollars, it being then understood and agreed that upon the payment of the said sum of one thousand dollars to each of the said children, that they respectively, would make, execute and deliver a deed conveying their respective interests in the said farm to the said James M. Williams, and the said James M. Williams thereafter paid to the said George N. Williams and to to the said Alcade Williams each the aforesaid sum of one thousand dollars, being the amount payable to them respectively for their respective interests in the said farm, and paid annually to the said Angie L. Conaway, Mary Knotts, Elizabeth E. Thomas, now Elizabeth E. Keith and Carrie J. Williams each the sum of sixty dollars, being the interest at the rate of six per centum per annum on the sum due each of them respectively; and

WHEREAS, the said James M. Williams entered into possession of the said farm or tract of land in or about the year A. D. 1904, and continued in possession of the said farm until the time of his death; and

WHEREAS, the said James M. Williams, in and by his last will and testament devised the said farm to his sister, the aforesaid Carrie J. Williams, in the same manner as though seized and possessed of the entire legal title therein; and

WHEREAS, the said Alcade Williams, died, intestatem April 18th. A. D. 1927, leaving to survive him a widow, the said Alice Williams, and three children, the said Mabel Williams Harrison, James A. Williams and Robert F. Williams, and two grand-children (Alice Mae Ruef) and Philip Alcade Williams, children of Harold T. Williams, a deceased son; and

WHEREAS, the said Mary Knotts died intestate on or about the day of March, A. D. 1923, leaving to survive her two children, Harvey Knotts and Mary Adams, above named; and

WHEREAS, it is the desire of Margaret Williams, the widow and executrix of the said James M. Williams, and of the parties hereto that a deed shall be made to the said Carrie J. Williams in order to vest in her the full legal title of the farm so devised to her as aforesaid;

NOW, THEREFORE, THIS INDENTURE WITNESSSETH: That the said parties of the first part, for and in consideration of the sum of one thousand ($1,000.00) dollars, together with interest thereon from the first day of January, 1927, paid to the above named Angie L. Conaway, and the sum of one thousand ($1,000.00) dollars, together with interest thereon from the first day of January, A. D. 1927, paid to the said Elizabeth E. Keith, and the sum of Five Hundred ($500.00) dollars, together with interest thereon from January 1, 1927, paid to the said Harvey Knotts, and the further sum of Five hundred ($500.00) dollars, together with interest thereon from January 1st. 1927, paid to the said Mary Adams, by the said Margaret Williams, Executrix of the said James M. Williams, deceased, and for and in consideration of the sum of one dollar, lawful money of the United States of America, paid to the said parties of the first part by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, HAVE AND EACH OF THEM HATH granted, bargained and dold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents TO AND EACH OF THEM DOTH grant, bargain and sell alien, enfeoff, release, convey and confirm unto the said Carrie J. Williams, her heirs and assigns, All that certain farm or tract of land situated in the first election district of Queen Anne's County and State of Maryland, near the public road leading from Ingleside to Barclay, adjoining lands formerly of Joshua R. Jarrell, and lands of others, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a mraked white oak standing at the northwest corner of the whole tract about one hundred yards west

of the County road leading to Barclay, being also the boundary of the division line of the land sold to William Biscoe and running thence south eighty nine degrees thirty minutes east, seventy four perches, thence south eighty degrees thirty minutes east, forty one perches; thence north five degrees west, four and sixth tenths perches; thence south seventy-three degrees thirty minutes East, seven perches; thence north thirty seven degrees thirty minutes East, two perches; thence south seventy seven degrees thirty minutes East, twenty four perches; thence south sixty six degrees thirty minutes East, one hundred and sixty nine perches to a gum tree; thence south fifty degrees, thirty minutes east, one hundred and seven perches to an outlet; thence south fifty seven degrees west, ten perches; thence north seventy two degrees thirty minutes west, six perches; thence south seventy nine degrees thirty minutes west, nineteen and three-tenths perches; thence south fifty one degrees west, ten perches; thence south seventy two degrees thirty minutes west, twenty two perches; thence north nine degrees east, three and six tenths perches; thence south eighty two degrees west, one hundred and seventy six and six-tenths perches; thence north eighty degrees thirty minutes west, forty perches; thence north ten degrees east, two and five tenths perches; thence north seventy four degrees thirty minutes west, twenty seven perches; thence north sixty one degrees west, twenty two perches; thence north forty six degrees west, fifteen perches; thence south eighteen degrees west, forty three perches to a stone, thence south eighty two degrees west, seventy four perches to a stone at the end of the division line of the Biscoe land; thence north three degrees ten minutes east, one hundred and ninety two perches to the aforesaid place of beginning, and containing three hundred and twelve acres of land, more or less, being the same land conveyed to the said Jane L. Williams by the deed of John B. Brown and Edwin H. Brown, Trustees, bearing date the twentieth day of March A. D. 1886, and of record in Liber S. C. D. No. 8, folios 200 etc., in Land record book for Queen Anne's County aforesaid, to which said deed and the references therein contained, reference is hereby made for a more full and perfect description of the property hereby conveyed.

And being, also, the same land and premises of which the said Jane L. Williams died seized and which afterwards became vested in the said parties of the first part, as hereinbefore recited.

AND ALL AND SINGULAR the buildings, improvements, fixtures, ways, woods, waters, watercourses, easements, rights, liberties, privileges, hereditaments and appurtenances to the said lands and premises, belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issued and profits thereof; and all the estate, right, title, interest, property, claim, demand and possibility whatsoever of the said parties of the first part, and of each of them, at law or in equity, of, to, in or out of the same, and every part and parcel thereof, TO HAVE AND TO HOLD the said lands and premises hereby bargained and sold, or intended to be, with the appurtenances, unto the said party of the second part, her heirs and assigns, to and for the only proper use, benefit and behoof of her, the said party of the second part, her heirs and assigns, forever.

IN WITNESS WHEREOF; the parties hereto have hereunto set their respective hands and seals the day and year aforesaid.

Signed, sealed and delivered in the presence of:-

H. M. Steph

Samuel Morgan

Harris B. Carr

Charles H. Hein

Wilbur D. Benton

C. H. Peacock, Jr.

J. Y. Apt

Geo. N. Williams. (SEAL)
Jennie Williams (SEAL)
Mrs. Angie L. Conaway (SEAL)
James B. Keith (SEAL)
Elizabeth E. Keith (SEAL)
Harvey C. Knotts (SEAL)
Barbara Y. Knotts (SEAL)
Fred A. Adams (SEAL)
Mary K. Adams (SEAL)
Alice D. Williams (SEAL)
Helen Kiley Williams (SEAL)
Philip Alcade Williams (SEAL)
Paul M. Ruef (SEAL)
Alice Mae Ruef (SEAL)
J. D. Harrison (SEAL)
Mabel Williams Harrison (SEAL)
James A. Williams (SEAL)
Mame G. Williams (SEAL)

STATE OF OKLAHOMA, COUNTY OF PITTSBURG: SS:

BE IT REMEMBERED that on this 23rd. day of November, A. D. 1928, personally came before me, the subscriber, a Notary Public for the State of Oklahoma, George N. Williams and Jennie Williams, his wife, parties to this Indenture, known to me personally to be such, and severally acknowledge this Indenture to be their act and deed respectively; and the said Jennie Williams, being at the same time privately examined by me, apart from her said 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.

Notary Public Seal.

H. W. Owens
Notary Public.

STATE OF OHIO
DEFIANCE COUNTY "SS

BE IT REMEMBERED that on this fourth day of December, A. D. 1928. personally came before me, the subscriber, a Notary Public for the State of Ohio, Agnie E. Conaway

(widow) party to this Indenture, known to me personally to be such and acknowledged this Indenture to be her act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.

H.B. Mullholand.
Notary Public.
Defiance County, Ohio.

Notary Public Seal.

My commission expires Feb. 14-1930.

STATE OF DELAWARE'

KENT COUNTY, 'SS

BE IT REMEMBERED, that on this twenty first day of January, A. D. 1929, personally came before me, the subscriber, a Notary Public for the State of Delaware, James B. Keith and Elizabeth E. Keith, his wife, parties to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be their act and deed respectively; and the said Elizabeth E. Keith, being at the same time, privately examined by me, apart from her said husband, acknowledged, that she executed the said Indenture willingly, without compulsion, or threats or fear of her husband's displeasure.

GIVEN under my hand and seal of office the day and year aforesaid.

Wilbur D. Benton.
Notary Public

Notary Public Seal.

STATE OF PENNSYLVANIA
DELAWARE COUNTY 'SS.

BE IT REMEMBERED that on this fourth day of February, A. D. 1929, personally came before me, the subscriber, a Notary Public for the State of Pennsylvania, Harvey Knotts and Barbara Knotts, his wife, parties to this Indenture, known to me personally to be such and severally acknowledged this Indenture to be their act and deed respectively; and the said Barbara Knotts, being at the same time, privately examined by me, apart from her said husband, acknowled that she executed said Indenture willingly, without compulsion, or threats or fear of her husband's displeasure

GIVEN under my hand and seal of office the day and year aforesaid.

Chas. H. Peacock, Jr.
Notary Public
Notary Public
Commission expires March 2, 1929.

STATE OF MARYLAND
SOMERSET COUNTY 'SS

BE IT REMEMBERED, that on this 26 day of January, A. D. 1929, personally came before me, the subscriber, a Notary Public for the State of Maryland, Frederick Adams, and Mary Adams, his wife, parties to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed respectively; and the said Mary Adams, being at the same time, privately examined by me, apart from her said husband, acknowledged that she executed the said Indenture willingly, without compulsion, or threats or fear of her husband's displeasure.

GIVEN under my hand and seal of office the day and year aforesaid.

Anna G. Jones
Notary Public.

Notary Public Seal.

STATE OF OHIO
MARION COUNTY 'SS

BE IT REMEMBERED that on this 12th. day of December, A. D. 1928, personally came before me, the subscriber, a Notary Public for the State of Ohio, Alice Williams (widow) party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.

J. P. Apt.
Notary Public

Notary Public Seal.

STATE OF INDIANA'
MARION COUNTY'SS

BE IT REMEMBERED that on this 9th. day of January, A. D. 1929, personally came before me, the subscriber, a Notary Public for the State of Indiana, Helen Kiley Williams, widow, Philip Alcade Williams (single) Paul M. Ruef and Alice

Mae Ruef, his wife, parties to this Indenture, known to me personally to be such, and severally acknowledged the said Indenture to be their act and deed resedtively; and the said Alice May Ruff, being at the same time privately examined by me, apart from her said husband, acknowledged that she executed the said Indenture willingly, without compulsion, or threats, or fear of her husband's displeasure.

GIVEN under my hand and seal of office the day and year aforesaid.

Harris B. Carr.
Notary Public.

Notary
Public
Seal.

My commission expires
Mar. 13, 1930.

STATE OF OHIO
COUNTY OF CUYAHOGA' SS

BE IT REMEMBERED that on this 17" day of January, A. D. 1929, personally came before me, the subscriber, a Notary Public for the State of Ohio, John D. Harrison and Mabel Williams Harrison, his wife, parties to this Indenture, known to me personally to be such, and severally acknowldged the said Indenture to be their act and deed respectively; and the said Mabel Williams Harrison, being at the same time, privately examined by me, apart from her said husband, acknowledged that she executed the said Indenture willingly, without compulsion, or threats or fear of her husband's displeasure.

GIVEN under my hand and seal of office the day and year aforesaid.

Notary
Public
Seal.

Charles H. Hein,
Notary Public.
My commission expires
March 13-1931.

STATE OF OHIO
MARION COUNTY 'SS

BE IT REMEMBERED that on this 12th. day of December, A. D. 1928, personally came before me, the subscriber, a Notary Public for the State of Ohio, James A. Williams and Mary Garberson Williams, his wife, and Robert F. Williams and Mabel Harrison Williams, his wife, parties to this Indenture, known to me personally to be such, and severally acknowlesged this Indenture to be their act and deed respectively; and the said Mary Garberson Williams and Mabel Harrison Williams, being at the same time, privately examined by me, apart from her said husband, acknowledged that they acknowledged the said Indenture willingly, without compulsion, or threats or fear of their husband's displeasure.

GIVEN under my hand and seal of office the day and year aforesaid.

J. Y. Apr
Notary Public

Notary
Public
Seal.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 10, folio 89, etc. a Land 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 11th. day of June, in the year 1930.

B. HACKETT TURNER
Clerk.

Seal's
Place.

EXHIBIT C
Filed June 11th, 1930.

#13,819. QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the 22nd. day of August, in the year nineteen hundred and twenty nine, the following Deed was brought to be recorded, to wit:-

THIS INDENTURE, made this 16th. day of August, in the year of our Lord, one thousand nine hundred and twenty nine.

BETWEEN Margaret Williams, of the City and County of Philadelphia, widow of James M. William and Margaret Williams, as Executrix of James M. Williams, under the last will and testament of James M. Williams, late of the City and County of Philadelphia, (hereinafter called the grantor) party of the first part, and Carrie J. Williams, of the town of Dover, Kent County, and State of Delaware, (hereinafter called the Grantee) party of the second part.

WITNESSETH that whereas the said James M. Williams, in and by his last will and testament, devised the premises hereinafter described to Carrie J. Williams, his sister, in the same manner as though seized and possessed of the entire legal title therein, when in fact, he had legal title to only an unsivided part thereof, and an equitable right to the remainder upon payment of the purchase price therefor, which has since been paid; and

WHEREAS, the said James M. Williams in and by his last will and testament, made and constituted the said Margaret Williams the executrix of his estate and gave her his residuary estate; and

NOW THIS INDENTURE WITNESSETH that the party of the first part for and in consideration of the sum of one dollar, lawful money of the United States of America, and other good and valuable considerations, well and truly paid by the said grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the party of the first part hath remised, released and quitclaimed, and by these presents, doth remise, release and quitclaim unto the said party of the second part, her heirs and assigns forever: All thar certain farm or tract of land situate in the first election district of Queen Anne's County and State of Maryland, near the public road leading from Ingleside to Barclay, adjoining lands formerly of Joshua R. Jarrell, and lands of others, and contained within the following metes and bounds, courses and distances, to wit:- Beginning at a marked white oak standing at the northwest corner of the whole tract about one hundred yards west of the county road leading to Barclay, being also the boundary of the division line of the land sold to William Biscoe and running thence south eighty nine degrees east, seventy four perches; thence south eighty degrees thirty minutes east, forty one perches; thence north five degrees west, four and sixth tenths perches; thence south seventh three degrees thirty minutes east, seven perches; thence north thirty seven degrees thirty minutes east, two perches, thence south seventy seven degrees, thirty minutes east twenty four perches; thence south sixty six degrees thirty minutes east, one hundred and sixty nine perches to a gum tree; thence south fifty degrees, thirty minutes east, one hundred and seven perches to an outlet, thence south fifty seven degrees west, ten perches, thence north seventy two degrees thirty minutes west, six perches; thence south seventy nine degrees thirty minutes west, nineteen and three tenths perches; thence south fifty one degrees west, ten perches, thence south seventy two degrees thirty minutes west, twenty two perches; thence north nine degrees east three and six tenths perches; thence south eighty two degrees west, one hundred and seventy six and six-tenths perches; thence north eighty degrees thirty minutes west, forty perches; thence north ten degrees east, two and five tenths perches; thence north seventy four degrees thirty minutes west, twenty seven perches; thence north sixty one degrees west, twenty two perches, thence north forty six degrees west fifteen perches; thence south eighteen degrees west, forty three perches to a stone; thence south eighty two degrees west, seventy four perches to a stone at the end of the division line of the Biscoe land; thence north three degrees ten minutes east, one hundred and ninety two perches to the aforesaid place of beginning, and Containing three hundred and twelve acres of land, more or less and Being the same land conveyed to Jane L. Williams by the deed of John B. Brown and Edwin H. Brown, Trustees, bearing date the twentieth day of March, A. D. 1886, and of record in Liber S. C. D. No. 8, folios 200, etc. in land record book for Queen Anne's County aforesaid, to which said deed and the reference therein contained, reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all and singular the buildings, improvements, fixtures, ways, woods, waters, watercourses, easements, rights, liberties, privileges, hereditaments and appurtenances to the said lands and premises, belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issued and profits thereof; and all the estate, right, title, interest, property, claim, demand and possibility, whatsoever of the said parties of the first part, 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 said lands and premises above described with the buildings and omprovements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said grantee, her heirs and assigns, to and for the only proper use and behoof of the said grantee, her heirs and assigns forever in fee simple.

IN WITNESS WHEREOF, the party of the first part hath hereunto set her hand and seal, individually and as Executrix as aforesaid.

Dated the day and year first above written.

Sealed and delivered
in the presence of us:
Joseph P. Gaffrey
Claude L. Roth.

Margaret Williams (SEAL)
Margaret Williams (SEAL)
Executrix of James
M. Williams

On the 16th. day of August, A. D. 1929, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing at Philadelphia, personally appeared the above named Margaret Williams, individually ayd as Executrix of James M. Williams, and in due form of law acknowledged the above Indenture to be her act and deed, and desired the same might be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

Notary
Public
Seal.

Alexander S. Bauer.
Notary Public.

My commission expires

Notary Public
My commission expires

138580

Feb. 12, 1926.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 10, folio 86 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 June, in the year 1930.

Seal's Place.

B. HACKETT TURNER
Clerk.

EXHIBIT D
Filed June 11th, 1930.

To WILLIAM F. CAMPBELL, ESQ.,

Register of Wills and ex-officio Clerk of the Orphans' Court for the City and County of Philadelphia, in the Commonwealth of Pennsylvania.

In the matter of the Probate of the last Will and

Testament of James M. Williams, deceased.

The Petition of Margaret Williams respectfully showeth that she is the Executrix named in the last Will and Testament of James M. Williams dated the 17th day of August, 1928. That said James M. Williams was a citizen of the United States and resident of Philadelphia County, State of Pennsylvania, and departed this life at number Penna Hospital in the County of Phila. and State of Penna on Wednesday the 2nd day of May, 1928, at 3.10 o'clock A. M.

The testator has not married, nor were any children born to testator, since execution of will.

The said testator was possessed of personal property to the value of $50,000.00 up, and of real estate (less incumbrance) to the value of $ None as near as can be ascertained, situated as follows: Farm in Maryland

Therefore the said Margaret Williams respectfully applies for Probate of the said last Will and Testament and for Letters Testementary thereon.

Dated May 8th, 1928.

Margaret Williams
135 So. 18th St.

PHILADELPHIA COUNTY, SS.

Margaret Williams named in the above application, being duly sworn according to law, say that the matters and things set forth in the foregoing petition are true to the best to her knowledge and belief.

Margaret Williams

Sworn and subscribed before me, at Philadelphia, May 8, 1928.

John F. Kelly
Deputy Register.

COMMONWEALTH OF PENNSYLVANIA
CITY AND COUNTY OF PHILADELPHIA, SS.

LETTERS TESTEMENTARY

By the tenor of these presents, I, William F. Campbell, Register for the Probate of Wills and Granting Letters of Administration in and for the City and County of Philadelphia, in the Commonwealth of Pennsylvania.

DO MAKE KNOWN TO ALL MEN That on the 8th day of May, 1928, at Philadelphia, before me, was proved and approved the last Will and Testament of James M. Williams signed J. M. Williams deceased (a true copy whereof is to these presents annexed), having whilst he lived at the time of his death, divers Goods, Chattels, Rights and Credits, within the said Commonwealth; by reason whereof the approbation and insinuation of said last Will and Testament, and the committing administration of all and singular the Goods, Chattels, Rights and Credits, which were of the said deceased; and also the auditing the accounts, calculations and reckonings of the said administration of all and singular the Goods, Chattels, Rights and Credits of said deceased any way concerning his last Will and Testament, is committed to Margaret Williams Executrix in the said Testament named; She having first been duly sworn well and truly to administer the Goods, Chattels, Rights and Credits of the deceased, and make a true and perfect inventory thereof and exhibit the same into the Register's Office of Philadelphia, within thirty days from the date hereof, and to render a just and true account, calculation and reckoning of the

said administration at the expiration of six months from the date hereof, or when thereunto required by the Orphans' Court; and also diligently and faithfully to regard and well and truly comply with the provisions of the acts relating to Inheritance Taxes.

In Testimony Whereof, I have hereunto set my hand and seal of office, at Philadelphia, this 8th day of May, in the year of our Lord one thousand nine hundred and twenty eight.

The said Testator died on the 2nd day of May, 1928 at 3.10 o'clock A. M., as per affidavit filed.

John F. Kelly
Deputy Register.

Fees for Letters Testementary		$ 41.00
" " Filing Renunciation,		
" " Certificate		3.00
	Paid:	$ 44.00

I, James M. Williams, of my own free will and mind do hereby make this my last will and testament:

I hereby bequeath to my dear wife, Margaret Williams, all of my personal property including all of my real estate, excepting the farm at Barclay, Md., which is bequeathed to my dear sister Carrie. With this exception all my property, both personal and real, is to become the property of my dear wife, Margaret Williams, to be hers in toto to do with as she sees fit. With this provise, that the dairy business of Turner & Wescott, Inc. shall be conducted for her interest in the future by one say Ronald K. Lawrinson in conjunction with one James M. Wilkes on a joint basis of profits as have existed for the past three years, that is the sum in excess of thirty thousand dollars gross profits was divided as the books of Turner & Wescott, Inc. will show. Lastly, I nominate, constitute and appoint my beloved wife, Margaret Williams, as my sole executrix and trustee of this my last will and testament.

J. M. Williams

Signed, sealed and delivered
in the presence of

Harvey I. Mearns
George Wackes

CITY AND COUNTY OF PHILADELPHIA,SS.

REGISTER'S OFFICE, MAY 8, 1928.

Then personally appeared Harvey I. Mearns and George Wackes the subscribing witnesses to the foregoing last will dated Aug. 17, 1927, of James M. Williams, deceased, and on their solemn oath did say that they were present and did see and hear James M. Williams, deceased, the Testator therein named sign seal, publish and declare the same as and for his last will and testament and that at the doing thereof he was of sound disposing mind, memory and understanding to the best of knowledge and belief. And further, that the said Testator so signed the same in their presence, and at his request the said deponents in their presence and in the presence of each other subscribed their own proper signature and handwriting as witnesses thereto, all being present at the same time at the execution of said will.

Sworn and subscribed before
me, the date above.

Harvey I. Mearns

John F. Kelly
Deputy Register

George Wackes

CITY AND COUNTY OF PHILADELPHIA, SS.

Register's Office, May 8, 1928.

I do swear that as the Executrix of the foregoing last Will and Testament of James M. Williams signed J. M. Williams deceased, I will well and truly administer the goods and chattels, rights and credits of said deceased, according to law, and that I will diligently and faithfully regard and well and truly comply with the provisions of the law relating to Direct and Collateral Inheritance Tax. That the said Testator died on the 2nd day of May, 1928 at 3.10 o'clock A. M.

Sworn and subscribed before me, the date above, and letters testementary granted unto Margaret Williams
135 s. 18th St.

John F. Kelly
Deputy Register

M38580

STATE OF PENNSYLVANIA,
CITY AND COUNTY OF PHILADELPHIA

BE IT REMEMBERED, That on the Eighth day of May, 1928, before me, William F. Campbell, Register of Wills for the City and County aforesaid, after due proof and hearing had, according to the Laws of the said State, IT IS ORDERED AND DECREED, that the last Will and Testament dated Aug. 17, 1927 of James M. Williams (Signed J. M. Williams) late of said City and County deceased, be duly admitted to probate and filed of record in the office of the Register of Wills of the said City and County.

IN TESTIMONY WHEREOF, I have hereunto set my hand, the day and year above written.

Wm. F. Campbell
Register.

COMMONWEALTH OF PENNSYLVANIA,

CITY AND COUNTY OF PHILADELPHIA, SS.

Register's Office, March 18th, 1929.

I, WILLIAM F. CAMPBELL, Register of Wills and ex-officio Clerk of the Orphans' Court for the City and County of Philadelphia in the Commonwealth of Pennsylvania, do hereby certify the foregoing to be a full and complete copy of The Last Will and Testament of James M. Williams will signed J. M. Williams, deceased, together with proof thereof upon which Letters Testementary were granted unto Margaret Williams on the 8th day of May, A. D. 1928. Also copy of Petition and Letters Testamentary. I further certify that said Will was duly proved, probated, executed and decreed agreeably to the laws and usages of the Commonwealth of Pennsylvani, as the same remains on file and of record in this office.

In Testimony Whereof, I have hereunto set my hand and official seal at Philadelphia the date above.

(SEAL)

Wm. F. Campbell
Register of Wills and ex-officio Clerk of the Orphans' Court.

STATE OF PENNSYLVANIA,

PHILADELPHIA COUNTY, SS.

I, JOSEPH F. LAMORELLE, President Judge of the Orphans' Court of Philadelphia County, DO CERTIFY, that the foregoing Certificate and Attestation, made by WILLIAM F. CAMPBELL, Esq., Register of Wills and ex-officio Clerk of said Orphans' Court, whose name is thereto subscribed and seal of his office affixed, are in due form and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand, this 18th day of March in the year of our Lord one thousand nine hundred and Twenty-nine, (1929)

Lamorelle
President Judge.

STATE OF PENNSYLVANIA,

PHILADELPHIA COUNTY, SS.

I, WILLIAM F. CAMPBELL, Esq., Register of Wills and ex-officio Clerk of the Orphans' Court of Philadelphia County, DO CERTIFY, that the Honorable Joseph F. Lamorelle, by whom the foregoing Attestation waw made, and who has thereunto subscribed his name, was, at the time of making thereof, and still is President Judge of the Orphans' Court of Philadelphia County, duly commissioned and sworn; to all whose acts, as such, full faith and credit, are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, this 18th day of March in the year of our Lord one thousand nine hundred and Twenty nine, (1929)

(SEAL)

Wm. F. Campbell
Register of Wills and ex-officio Clerk of the Orphans' Court.

IN THE ORPHANS COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, Sct:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of The Certified Copy of the Last Will and Testament of James M. Williams signed J. M. Williams, together with proof of probate thereof upon which Letters Testamentary were granted; also Copy of Petition and Letters Testementary, as filed in this office on August 26, 1929 and recorded in Liber W. T. B. No. 3 Folio 230 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 2nd day of July 1930.

Seal's Place.

WILLIAM T. BISHOP
Register of Wills for Queen Anne's County, Maryland

ORDER OF PUBLICATION
Filed June 11th, 1930.

ORDER OF PUBLICATION

Elizabeth E. Keith, Trustee and Committee	)	In the Circuit Court
VS	)	for
Carrie J. Williams, Non Compos Mentis.	)	Queen Anne's County, In Equityl

The object of the suit is to procure a decree for the sale of certain real estate in Queen Anne's County, State of Maryland and for the transfer of the net proceeds of said sale to the jurisdiction of the State of Delaware wherein the Non Compos resides and the Conventional Trustee was appointed.

The bill states:

1. That by an order of the Court of Chancery of the State of Delaware passed on the 22nd day of October, A. D. 1927, she was duly appointed Trustee and Committee to take charge of the said Carrie J. Williams and manage her estate.

2. That the said Elizabeth E. Keith accordingly assumed the duties prescribed by the said order and executed Bond to the State of Delaware in the amount of Three Thousand Dollars.

3. That subsequently the said Carrie J. Williams became entitled to a farm situated in the first election district of Queen Anne's County, Maryland (containing 312 acres of land, more or less) of the approximate value of Four Thousand Dollars) and executed additional Bond to the State of Delaware in the sum of Eight Thousand Dollars; whereupon the Chancellor of Delaware gave his approval to the filing of an application for the sale of said farm.

4. That an exemplified copy of all proceedings (Petition, Order, Bonds, etc.) in the matter are filed herewith as "Exhibit A" and prayed to be taken as part of this Bill.

5. That as aforesaid, the real estate consists of a farm of 312 acres of land more or less in the first election district of Queen Anne's County, Maryland valued at approximately Four Thousand Dollars and being the same farm conveyed unto the said Carrie J. Williams by deed from George N. Williams et. al., heirs at law of Jane L. Williams, late of Queen Anne's County, said Deed dated November 26rd, 1928 recorded in Liber B. H. T. #10 folio #89 and by deed from Margaret Williams, widow of James M. Williams, which said Deed is also executed as Executrix of said James M. Williams, dated August 16th, A. D. 1929 and recorded in Liber B. H. T. #10 folio #86 Land Records of Queen Annes County, copies of said Deed filed herewith marked "Exhibits B. & C." respectively.
Also copy of the last Will of James M. Williams, marked "Exhibit D" and prayed to be taken as a part of these proceedings.

6. That the other property of said non compos is of small value and the income therefrom not sufficient to pay expenses and provide a proper and comfortable support for her; that it will be for the best interests of said lunatic and necessary for her support and to pay expenses to sell said property.

It is thereupon, this 11th day of Jun, 1930, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof adjudged and ordered that the Plaintiff, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the 14th day of July, 1930, give notice to the said absent defendant, Carrie J. Williams, of the object and substance of this bill, and warn her to appear in this court in person or by solicitor on or before the 31st day of July, next, to answer the premises and show cause, if any she has, why a decree ought not to pass as prayed.

B. HACKETT TURNER, Clerk.

Filed June 11th, 1930.

CERTIFICATE OF PUBLICATION
OF ORDER OF PUBLICATION
Filed July 29th, 1930.

ORDER OF PUBLICATION

Eilzabeth E. Keith, Trustee and Committee
vs
Carrie J. Williams, Non Compos Mentis.

H3580

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

The object of the suit is to procure a decree for the sale of certain real estate in Queen Anne's County, State of Maryland and for the transfer of net proceeds of said sale to the jurisdiction of the State of Delaware wherein the Non Compos resides and the Conventional Trustee was appointed.

The bille states:

1. That by order of the Court of Chancery of the State of Delaware passed on the 22nd day of October, A. D. 1927, she was duly appointed Trustee and Committee to take charge of the said Carrie J. Williams and manage her estate.

2. That the said Elizabeth E. Keith accordingly assumed the duties prescribed by the said order and executed Bond to the State of Delaware in the amount of Three Thousand Dollars.

3. That subsequently the said Carrie J. Williams became entitled to a farm situated in the first election district of Queen Anne's County, Maryland (containing 312 acres of land, more or less) of the approximate value of Four Thousand Dollars) and executed additonal Bond to the State of Delaware in the sum of Eight Thousand Dollars; whereupon the Chancellor of Delaware gave his approval to the filing of an application for the sale of said farm.

4. That an exemplified copy of all proceedings (Petition, Order, Bonds, etc.) in the matter are filed herewith as "Exhibits A" and prayed to be taken as a part of this Bill.

5. That as aforesaid, the real estate consists of a farm of 312 acres of land, more or less, in the first election district of Queen Anne's County, Maryland, valued at approximately Four Thousand Dollars and being the same farm convyed unto the said Carrie J. Williams by deed from George N. Williams et. al., heirs at law of Jane L. Williams, late of Queen Anne's County said deed dated November 23rd, 1928, recorded in Liber B. H. T. No. 10, folio No. 89 and by deed from Margaret Williams, widow of James M. Williams, which said Ded is also executed as Executrix of said James M. Williams, dated August 16th, A. D. 1929 and recorded in Liber B. H. T. No. 10, folio 86 Land Records of Queen Anne's County, copies of said Deed filed herewith marked "Exhibit B. & C." respectively. Also copy of the last Will of James M. Williams, marked "Exhibit D" and prayed to be taken as part of these proceedings.

6. That the other property of said non compos is of small value and the income therefrom not usfficient to pay expenses and provide a proper and comfortable support for her; that it will be for the best interests of said lunatic and necessary for her support and to pay expenses to sell said property.

It is thereupon, this 11th day of June 1930, by the Circuit Court for Queen Anne's County, in Equity, and by authority thereof adjudged and ordered that the Plaintiff, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the 14th day of July, 1930, give notice to the said absent defendant, Carrie J. Williams, of the object and substance of this bill, and warn her to appear in this court in person or by solicitor on or before the 13st day of July, next to answer the premises and show cause, if any she has, why a decree ought not to pass as prayed.

Filed June 11th, 1930.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD

Centreville, Md. July 29, 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order of Publication in the case of Elizabeth E. Keith, Trustee and Committee, vs. Carrie J. Williams, non compos mentis, 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 14th day of July in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

Filed July 29th, 1930.

PETITION FOR SOLICITOR AD LITEM
Filed Aug. 1st, 1930.

ELIZABETH E. KEITH, TRUSTEE,	IN THE CIRCUIT COURT FOR
VS	QUEEN ANNES COUNTY
CARRIE J. WILLIAMS, LUNATIC.	IN EQUITY.

To the Honorable, the Judges of said Court:

The petition of Elizabeth E. Keith who is a non resident of the State of Maryland, plaintiff in the above entitled cause and Trustee for Carrie J. Williams, Defendant and non resident, repsectfully represents:

That the said Carrie J. Williams, the Defendant in said cause has been duly summoned by Order of publication (Certified copy filed in these proceedings); but being Lunatic cannot answer and defendant this suit for herself,

Your Petitioner therefore prays your Honors to appoint Guardian Ad Litem Solicitor of this Jurisdiction Pendente Lite to appear and answer and defend for said Lunatic, and to examine & cross examine witnesses.

And as in duty bound,

JOHN B. HUTTON

NEHEMIAH E. CLARK
Solicitors for Petitioner.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I hereby certify that on this 29th day of June, A. D. 1930, before me the subscriber, a Notary Public of the state of Maryland, in and for Talbot County, aforesaid, personally appeared Nehemiah E. Clark and made oath in due form of law that the matter and facts set forth in the above petition are true as therein set forth to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

LOUISE SHERWOOD ATKINSON
NOTARY PUBLIC.

PETITION TO TAKE TESTIMONY
Filed Aug. 1st, 1930.

ELIZABETH E. KEITH TRUSTEE vs. CARRIE J. WILLIAMS	( ) ( ) (	IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY.

To the Honorable, the Judges of said Court.

The Petition of Elizabeth E. Keith, plaintiff in this case, respectfully represents that she desires to take testimony in this case and prays the Court that leave be granted her to take testimony before one of the Standing Examiners of this Court.

JOHN B. HUTTON

NEHEMIAH E. CLARK
Solicitors for Plaintiff.

ORDER OF COURT
Filed Aug. 4th, 1930.

Ordered this fifth day of August A. D. 1930, by the Circuit Court for Queen Annes County that leave be granted to the parties to the cause, to take testimony as prayed, before one of the Standing Examiners of this Court.

Filed Aug. 4th, 1930.

W. H. ADKINS
Judge.

ORDER OF COURT
Filed Aug. 4th, 1930.

Ordered this fourth day of July, A. D. 1930 by the Circuit Court for Queen Annes County, sitting in Equity, upon consideration of the foregoing petition and affidavit that Edwin H. Brown, Jr. be and he is hereby appointed guardian ad litem and Solicitor Pendente Lite to appear and answer and defend for the said Carrie J. Williams, Lunatic, Defendant in the above cause, and to examine and cross examine witnesses.

Filed Aug. 4th, 1930.

W. H. ADKINS

M3580

ANSWER OF GUARDIAN AD LITEM
Filed Aug. 5th, 1930.

ELIZABETH E. KEITH TRUSTEE vs. CARRIE J. WILLIAMS LUNATIC.	(	IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY.

The answer of Carrie J. Williams, Lunatic by Edwin H. Brown Jr. Solicitor and Guardian ad litem, duly appointed by order of this Court, to the Bill of Complaint of Elizabeth E. Keith, Trustee, against her in this court exhibited.

This Defendant, being lunatic, cannot admit any of the matter and things in said Bill alleged, and submits her rights thereunder, to the protection of this Court.

And as is duly bound,

EDWIN H. BROWN JR. GUARDIAN
AD LITEM & SOLICOTOR FOR DEFENDANT.

DEPOSITIONS
Filed Aug. 6th, 1930.

ELIZABETH E. KEITH TRUSTEE AND COMMITTEE, VS. CARRIE J. WILLIAMS NON COMPOS MENTIS.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above cause being at issue and the Solicitors for the plaintiff and the defendant, respectively, having notified your Examiner of their desire to take testimony in said cause your Examiner did, on the 5th of August, 1930, at the hour of 2 o'clock, p. m., attend at the law office of your said Examiner in the town of Centreville, Queen Anne's County, Maryland, and proceeded to take the following testimony, to-wit: there being present Mrs. Elizabeth E. Keith, Trustee and Committee, plaintiff, and her solicitors, John B. Hutton and Nehemiah E. Clark, and Solicitor for defendant, Edwin H. Brown, Junior, Esq.

Mrs Elizabeth E. Keith, first witness, being of lawful age, produced on the part of the plaintiff, after being duly sworn, deposes and says:

1. Q. Mrs Keith state your name, residence and occupation?

A. Elizabeth E. Keith, Dover, Delaware, house wife and Trustee and Committee for Carrie J. Williams.

2. Q. Do your know all the parties to this suit?

A. I do. I'm the plaintiff and Carrie J. Williams, lunatic, is the defendant.

3. Q. Do you know Carrie J. Williams, where she resides and what is her mental condition?

A. I do. She is now confine at an institution for the insane at Farnhurst, New Castle County, Delaware, she is my sister.

4. Q. You have stated that you are her Trustee and Committee when and where and by what authority were you so appointed?

A. I was appointed Trustee and Committee for the Court of Chancery of the State of Delaware on the 22nd. day of October, 1927, and assumed my duties and took charge of Elizabeth E. Keith and her property and filed my bond in the State of Delaware in the amount of $3,000.00, and subsequently increased the bond by an additional bond of $8,000.00, the reason being that after filing my first bond Carrie J. Williams became the owner of a farm situated in Queen Anne's County containing over three hundred acres of land of an approximate value of four thousand dollars,

(The Attorney for the Plaintiff here offers exemplified copy of the record of appointment of Elizabeth E. Keith, Trustee, by the Chancery Court of Delaware, marked "Plaintiff's Exhibit A").

5. Q. Do you know the property in these proceedings mentioned, if so describe its location, quantity and value?

A. I do it is a farm of about three hundred and twelve acres located in Queen Anne's County, Maryland, in the First District, on the road from Barclay to Templeville. I am not familiar with land values in Maryland but we have been paying taxes on an assessment of eight thousand dollars but for the last several years the farm has been somewhat neglected, no improvements have been made and at present I suppose it is worth from four to five thousand dollars.

6. Q. Would it or not be to the benefit and advantage of the said Carrie J. Williams to sell this said farm?

A. I think it would be to her advantage to sell the farm.

7. Q. State your reasons for the opinion you have given?

A. The farm and the buildings are depreciating in value. The estate of Carrie J. Williams is insufficient to provide funds to make necessary repairs to the buildings or to properly improve the land. The income from the farm is small and the money realized from the sale of the farm if properly invested, would produce a better income for the estate of the said Carrie J. Williams, the farm is not a profitable investment at present owing to the location of the farm its supervision by the Trustee involves a considerable expense. It is also difficult to secure satisfactory tenant for the farm. After the payment of taxes and insurance there remains very little net income from the farm. She has very little income aside from the revenue derived from this farm and it is really necessary for the support and expenses of the said lunatic that the said farm be sold.

8. Q. Do you as such Trustee desire the said property sold and upon what terms?

A. I do, on the best terms possible of course and if terms would be any inducement to a purchaser I would be willing to accept one-half in cash and a 6% first mortgage on the farm for the balance.

9. Q. As such Trustee are you content to submit all the rights in the matter of a sale to the decree of an Equity Court of Queen Anne's County, State of Maryland, where the property is located?

A. I am content to do so and suggest the appointment of my attorneys, John B. Hutton and Nehemiah E. Clark as Special Trustees to sell and secure the proceeds for me and to fully represent me in all matters connected with these proceedings in the Maryland Court.

(The Attorneys for the plaintiff here offer Exhibits B, C, and D, respectively certified copies of two deeds for the farm and of the last will and testament of James M. Williams).

Examiner's Special.

A. No.

ELIZABETH E. KEITH.

Mr. James B. Keith, the second witness on the party of the plaintiff, of lawful age, after being duly sworn, deposes and says.

1. Q. State your full name, residence and occupation?

A. James B. Keith, Dover, Delaware, retired farmer and clerical work.

2. Q. Do you know the parties to this suit?

A. I do, the plaintiff is my wife and the defendant is my wife's sister.

3. Q. Do you know Carrie J. Williams the defendant, where she resides and what is her mental condition?

A. I do. She is now confine in the asylum at Farnehurst, New Castle County, Delaware, an asylum for the insane.

4. Q. Do you know the property in these proceedings mentioned, if so, state its location, quantity and probable value?

A. I do, it is a farm of about three hundred acres located between Barclay and Templeville in Queen Anne's County, and its probable value is about five thousand dollars.

5. Q. Would it or not be to the advantage of Carrie J. Williams to sell the farm and invest the proceeds in some other way?

A. I think it would.

6. Q. State your reasons for your answer to the last question?

A. The farm is run down and it would take considerable money to put it in property shape which the lunatic has not got. The income from the farm has been very little above the taxes and insurance and the absolutely necessary expenses and added to this the expense of running the farm by Trustee living in another state I feel that a great deal more will be realize for the present owner by selling the farm and investing the money at 6%. The Trustee has also found it difficult to find satisfactory tenants.

Examiner's Special.

A. No.

JAMES B. KEITH.

#38580

Mr. James T. Knotts, the third witness on the part of the plaintiff, of lawful age, after being duly sworn, deposes and says:

1. Q. State your name, residence and occupation?

A. James T. Knotts, Sudlersville, Maryland, merchant and President of the Board of County Commissioners.

2. Q. Mr. Knotts are you acquainted with the parties to this suit?

A. I am not.

3. Q. Do you know the property in these proceedings mentioned if so describe its location, quantity and probable value?

A. Yes I know the farm and have known it for about twenty years. It is situated in the First Election District of Queen Anne's County between Busicks and Templeville and contains about three hundred acres and is worth about five thousand dollars.

4. Q. Knowing the farm as you do, its location and the fact that the Trustee lives in Delaware would it or not be to the advantage of the owner of the property to sell the farm, invest the proceeds at 6% rather than hold the farm?

A. Yes. Knowing the farming conditions as I do to-day and this farm's location more money will be realized by selling the farm and investing the money at 6% than keeping the farm and running the risk of poor returns from it.

Examiner's Special.

A. No.

JAMES T. KNOTTS.

Mr. Dudley G. Roe, the fourth witness on the part of the plaintiff, of lawful age, after being duly sworn, deposes and says:

1. Q. State your name, residence and occupation?

A. Dudley G. Roe, Sudlersville, Queen Anne's County, Maryland, grain dealer and State Senator for Queen Anne's County.

2. Q. Mr. Roe are you acquainted with the parties to this suit?

A. I do not, but I did know Mr. James Williams the former owner of the property.

3. Q. Do you know the property in these proceedings mentioned if so describe its location, quantity and probable value?

A. Yes, I know the property very well. Its located in the First Election District of Queen Anne's County, Maryland, about 2½ miles east of Barclay and contains around three hundred acres and would be probably worth about five thousand dollars.

4. Q. Knowing the farm as you do, its location and the fact that the Trustee lives in Delaware would it or not be to the advantage of the owner of the property to sell the farm, invest the proceeds at 6% rather than hold the farm?

A. Knowing the location of the farm and the difficulty in getting tenants and the prices of crops growing on farms and realizing that the Trustee lives in Delaware in my judgment there would be more revenue produced by selling the farm and investing the proceeds than there would be obtained from the farm as a farm.

Examiner's Special.

A. I do not.

DUDLEY G. 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 Examiner makes his return and certified that he was engaged as such Examiner in taking this testimony two days and examined four witnesses, making the costs chargeable to the plaintiff:

H. B. W. Mitchell, Examiner, -	$ 8.00
Elizabeth E. Keith, witness, -	.75
James B. Keith, witness, -	.75
James T. Knotts, witness, -	.75
Dudley G. Roe, witness, -	.75
Verna Mears Crowl, stenographer, -	4.00
	$15.00

H. B. W. MITCHELL
EXAMINER.

DECREE
Filed May 8th, 1931.

ELIZABETH E. KEITH TRUSTEE AND COMMITTEE VS. CARRIE J. WILLIAMS	(((((((	IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY, IN EQUITY.

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 8th day of May in the year A. D. 1931, by the Circuit Court for Queens Anne County, adjudged, ordered and decreed that the property mentioned in the proceedings be sold, that Nehemiah E. Clark of Talbot County, Maryland and John B. Hutton of Dover, Delaware be and they are hereby appointed Trustees to make sale and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a Bond to the State of Maryland executed by themselves and a Corporate Surety Company, approved by the clerk of this Court, in the penalty of Six Thousand Dollars, if corporate surety and double said amount if personal, Conditioned for the faithful performance of the Trust reposed in them by this Decree or to be reposed in them in any future decree or order in the premises.

They shall then proceed to make the sale, having given at lease three weeks notice by advertisement inserted in some newspaper published in Queens Anne County as they shall think proper, of the time, place, manner and terms of sale, which terms shall be one third cash at time of sale and remainder in two equal instalments payable respectively as one and two years from day of sale, or all cash at option of purchaser, credit payments to bear interest from day of sale security to be approved by trustees. And as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale. And on payment of the whole purchase money (and not before) the said Trustees shall by a good and sufficient Deed to be executed and acknowledged according to Lzw, convey unto the Purchaser his, her, or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant and those claiming by from or under them or either of them; and the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

And at the time of advertising said sale, the Trustees are directed to give notice in each of 4 successive weeks in some newspaper published in Queen Annes County to the creditors of the said Carrie J. Williams or Elizabeth E. Keith, Trustee for the said Carrie J. Williams to file their claims with the vouchers thereof, with the Clerk of this Court on or before the expiration of ninety (90) days from the date of first insertion of notice said notice.

Filed May 8th, 1931. Thomas J. Keating

PETITION AND AFFIDAVIT
Filed June 5th, 1931.

Elizabeth E. Keith, Trustee and Committee. VS Carrie J. Williams, non compos mentis.	⸸ ⸸ ⸸ ⸸ ⸸ ⸸ ⸸	In the Circuit Court for Queen Anne's County, In Equity, Cause #2825.

To the Honorable, the Judges of said Court:

The Petition of John B. Hutton, respectfully sets forth:

First, That under a Decree passed in this cause on the 8th day of May, 1931, Nehemiah E. Clark of Talbot County and your Petitioner were appointed Trustees to make sale of the real estate decreed to be sold thereunder.

Second, That in pursuance of this Decree, the Trustees named therein advertised the property to be sold, said sale to take place on the 16th day of June, 1931.

Third, That under the Decree the Trustees were to file a bond of six thousand dollars if corporate surety and double that amount if personal surety and neither of the Trustees have filed, to this date, the bond so required.

Fourth, That the said Nehemiah E. Clark departed this life a few days ago leaving as surviving Trustee in this cause your Petitioner.

Your Petitioner therefor prays this Honorable Court to pass an order authorizing and directing him to proceed with the sale as advertised but requiring him before proceeding with said sale to file a bond in this cause in accordance with a Decree passed herein.

Respectfully submitted,

JOHN B. HUTTON

State of Delaware,

City of Dover, to Wit:

I hereby certify that on this 4th day of June, in the year nineteen hundred and thirty one, before me, the subscriber, a Notary Public of the State of Delaware, in and for the City of Dover, personally appeared John B. Hutton and made oath in due form of law that the matters and things set forth in the aforegoing Petition are true and just as therein stated.

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

WILBUR D. BURTON
Notary Public.

Notary
Public
Seal.

Filed June 5th, 1931.

ORDER OF COURT
Filed June 12th, 1931.

Elizabeth E. Keith, Trustee and Committee. VS Carrie J. Williams, non compos mentis.	)	In the Circuit Court for Queen Anne's County, In Equity, Cause #2825.

ORDER OF COUNT

ORDERED, this 8th day of June, 1931, on the aforegoing Petition and Affidavit, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that John B. Hutton one of the original trustees in the above cause be and he is hereby authorized and empowered to proceed with the sale of the real estate mentioned in said Decree dated May 8th, 1931 and to carry out all the provisions of said Decree as if he had been originally appointed the sole trustee in said cause, and that before proceeding, he shall file a bond in this cause in the sum of six thousand dollars, if corporate surety, and double that amount if personal surety as prescribed in said Decree.

Filed June 12th, 1931. Thomas J. Keating

CERTIFIED COPY OF BOND
Filed June 12th, 1931.

Queen Anne's County, to wit: Be it remembered that on the twelfth day of June, in the year 1931, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, John B. Hutton of Dover, County State of Delaware and The Fidelity and Casualty Company of New York as surety are held and firmly bound unto the State of Maryland in the full sum of six thousand ($6,000) dollars in lawful money of the United States to be paid to the said State of Maryland or to its certain attorney for which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and firmly by these presents, signed and sealed this 10th. day of June, A. D. 1931.

The Condition of this obligation is such that, Whereas the above named John B. Hutton was on the eighth day of May, A. D. 1931 appointed Trustee to made sale of real estate of Carrie J. Williams, Non Compos Mentis, under a decree of the Circuit Court for Queen Anne's County, State of Maryland in equity in a case wherein Elizabeth E. Keith, Trustee and Committee is complainant and Carrie J. Williams, Non Compos Mentis, is defendant, said cause being #2825 Chancery, pending in said Circuit Court in Equity.

Now Therefore, this obligation is such that if the above bounden John B. Hutton, Trustee as aforesaid, shall well and truly report to the said The Circuit Court for Queen Anne County in Equity a full and particular account

of the sale of said property and shall in all respects faithfully perform all his official duties as said trustee under the decree aforesaid or in any future decree or order of said Court, in the premises, then this obligation to be void; otherwise to remain in full force and virtue in law.

Witness our hands and seals the day of year as above written.

John B. Hutton (SEAL)
The Fidelity and Casualty Co.
of New York
By Louise S. Atkinson.
Louise S. Atkinson, Attorney.

Test: Mary Agnes Behen.
Test: Wm. Mason Shehan
Seal's Place.
Bond #1297984.

On the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed June 12th. 1931.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 156, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 12th. day of June, in the year 1931.

Seal's Place.

B. Hackett Turner Clerk.

REPORT OF SALE
Filed June 16th, 1931.

Elizabeth E. Keith, Trustee and Committee	)	In the Circuit Court
VS	)	for
Carrie J. Williams, non compos mentis.	)	Queen Anne's County, In Equity, Cause #2825.

To the Honorable, the Judges of said Court:-

The Report of John B. Hutton, 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 five 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, June 16th, 1931, between the hours of 2 and 4 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 certain farm or tract of land in the First Election District of Queen Anne's County and State of Maryland, near the public road leading from Ingleside to Barclay, adjoining the lands formerly of Joshua R. Jarrell, and lands of others and containing three hundred and twelve acres of land, more or less, and sold same to Howard E. Wilson at and for the sum of ten dollars and twenty five cents per acre, totaling three thousand, one hundred and ninety eight dollars, he being then and there the highest bidder therefor.

Your Trustee reports that in addition to the terms advertised, the property was sold with the understanding that the purchaser was to get the landlord's possession of said property on ratification of the sale and was to pay the taxes for the year 1931 and to get the landlord's part of all of the grpwing crops with the exception of the wheat crop which was reserved by the Trustee.

Your Trustee further reports that Howard E. Wilson has paid one-third of the purchase money amounting to one thousand and sixty six dollars and agrees to comply with the terms of sale upon the ratification thereof.

Your Trustee files herewith a certificate of advertisement marked Exhibit #1 as part of this report.

All of which is respectfully submitted,

JOHN B. HUTTON
Trustee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 16th, day of June, in the year nineteen hundred and thirty one, before me, the subscriber, a Notary Public of the State of Maryland,

in and for Queen Anne's County, duly commissioned and qualified, personally appeared John B. Hutton, Trustee and made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

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

LIDA HOPKINS
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF SALE
Filed June 16th, 1931.

TRUSTEE'S SALE
of valuable
REAL ESTATE

Under and by virtue of a Decree of the Circuit Court for Queen Anne's County, State of Maryland in equity, passed on the eighth day of May A. D. 1931 in a cause wherein Elizabeth E. Keith, Trustee was plaintiff and Carrie J. Williams, defendant, the undersigned as trustees will offer for sale at public auction in front of the Court House door in the town of Centreville, Queen Anne's County, State of Maryland on TUESDAY, June 16yh, 1931 between the hours of 2 and 4 o'clock P. M.

ON THAT DAY, the following valuable Real Estate, to wit:-

All that certain farm or tract of land in the First Election District of Queen Anne's County and State of Maryland, near the public road leading from Ingleside to Barclay, adjoining lands formerly of Joshua R. Jarrell, and lands of others and contained within the following metes and bounds, courses and distances, to wit:-Beginning at a marked white oak standing at the Northwest corner of the whole tract about one hundred yards west of the County Road leading to Barclay, being also, the boundary of the division line of the land sold to William Biscoe and running thence South eighty nine degrees thirty minutes East, seventy four perches; thence South eighty degrees thirty minutes East, forty one perches; thence North five degrees West, four and sixth tenths perches; thence South seventy three degrees thirty minutes east, seven perches; thence North thirty seven degrees thirty minutes East, two perches; thence South seventy seven degrees, thirty minutes East, twenty four perches; thence South sixty six degrees thirty minutes East, one hundred and sixty nine perches to a Gum Tree; thence South fifty degrees, thirty minutes East, one hundred and seven perches to an outlet; thence South fifty seven degrees West, ten perches; thence North seventy two degrees thirty minutes West, six perches; thence South seventy nine degrees thirty minutes West, nineteen and three-tenths perches; thence South fifty one degrees West, ten perches; thence South seventy two degrees thirty minutes West, twenty two perches; thence North nine degrees East, three and six-tenths perches; thence South eighty two degrees West, one hundred and seventy six and six-tenths perches; thence North eighty degrees thirty minutes West, forty perches; thence North ten degrees East, two and five-tenths perches; thence North seventy four degrees thirty minutes West, twenty seven perches; thence North sixty one degrees West, twenty two perches; thence North forty six degrees West, fifteen perches; thence South eighteen degrees West, forty three perches to a stone; thence South eighty two degrees West, seventy four perches to a stone at the end of the division line of the Biscoe land; thence North three degrees, ten minutes East, 192 perches to the place of beginning, and containing the quantity of 312 Acres of Land more or less; approximately 50 acres of woodland and the balance is arable. Improved by a frame Dwelling House and other outbuildings

BEING the same land granted and conveyed unto the said Carrie J. Williams, Angie L. Conaway et al. heirs at law of Jane L. Williams, said deed dated November 23d A. D. 1928 and duly recorded in Liber B. H. T. No. 10, folio 89 and by deed from Margaret Williams, widow and executrix of James M. Williams, said deed dated August 16th, A. D. 1929 and recorded in Liber B. H. T. No. 10 folio 86 Land Records of Queen Anne's County, Maryland.

TERMS OF SALE One-third of the purchase money will be required in cash on day of sale and the balance in two equal installments payable respectively in one and two years from date of sale with interest thereon to be secured to the satisfaction of undersigned trustees, or all cash at the option of the purchaser or purchasers, all deferred payments to bear interest. Title papers at expenses of purchaser or purchasers.

Edwin H. Brown, Jr., Attorney.
J. E. Anthony, Auctioneer.

NEHEMIAH E. CLARK,
JOHN B. HUTTON,
TRUSTEES.

THE CENTREVILLE RECORD

Centreville, Md., June 16, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Elizabeth E. Keith, Trustee & Committee vs. Carrie J. Williams 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 five successive weeks (1st insert. being May 14/31) before the 16th day of June in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN JR.

Filed 6/16/31

N I S I

Elizabeth E. Keith, Trustee and Committee	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Carrie J. Williams, non compos mentis.	)	IN EQUITY
	)	CHANCERY NO. 2825.

ORDERED, This 16th. day of June, A. D., 1931, that the sale of the real estate made and reported in this cause by John B. Hutton, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th. 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 20th day of July next.

The Report states the amount of sales to be $3,198.00.

B. HACKETT TURNER Clerk.

Filed June 16th. 1931.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Aug. 20th, 1931.

N I S I

Elizabeth E. Keith, Trustee and Committee.
VS.
Carrie J. Williams, non compos mentis,

In the Circuit Court for Queen Anne's County In Equity Chancery No. 2825.

ORDERED, This 16th day of June, A. D., 1931, that the sale of the real estate made and reported in this cause by John B. Hutton, Trustee, be ratified and confirmed, unless case to the contrary thereof be shown on or before the 20th day of August next; provided a copy of this order be insterted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 20th day of July next.

B. HACKETT TURNER, Clerk.
True Copy,
Test: B. HACKETT TURNER, Clerk.
Filed June 16th, 1931.

THE CENTREVILLE RECORD

Centreville, Md. Aug. 20, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of Elizabeth E. Keith, Trustee and Committee vs. Carrie J. Williams, non compos mentis, #2825 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 July in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

ORDER OF COURT
Filed Aug. 21st, 1931.

H3580

FINAL ORDER OF RATIFICATION

Elizabeth E. Keith, Trustee and Committee.	)	In the Cirduit Court
VS.	)	for
Carrie J. Williams, non compos mentis.	)	Queen Anne's County, In Equity, Cause #2825.

ORDERED, this 21st day of August 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 said made and reported in this cause by John B. Hutton, Trustee, be and the same is hereby ratified and confirmed, no cause to the contary 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 Aug. 21st. 1931.

REPORT AND ACCOUNT OF THE
AUDITOR.
Filed Nov. 30, 1932.

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

Elizabeth E. Keith, trustee and committee,	(	
vs.	)	Cause No. 2825.
Carrie J. Williams, non compos mentis.	(	

To the Honorable, the Judges of said Court:

I, Madison Brown, the auditor of said Court, unto Your Honors respectfully sets forth:

It appears from the Bill of Complaint filed in this cause that the same was filed for the sale of certain land situate in Queen Anne's County aforesaid belonging to Carrie J. Williams, a non-resident non compos mentis. The Bill among other things prays "that the net proceeds of said sale, after the audit has been stated and confirmed, be transferred to the jurisdiction of the State of Delaware wherein the non compos resides."

The decree orders the property to be sold and provides that the trustee after the sale "shall bring into this Court the money arising from said sale to be distributed under the direction of this Court".

As there has been no order of the Court directing the distribution to the trustee of the non compos of the net proceeds of the sale I have in the within account not made distribution of said net proceeds of sale but I have ascertained the amount of the net sale and have left the same undistributed and under the future order of the Court.

Edwin H. Brown, junior, Esquire, as the administrator of the estate of James M. Williams and as the administrator of the estate of Alcade Williams has filed with me in writing his claim to be allowed the costs of his administration in each estate and the vouchers representing his costs and in this claim he sets forth his reasons why he should be allowed the costs. I have carefully examined his claim and vouchers and after talking with him about the matter have concluded that he is entitled to be allowed these costs and for the reasons set forth in his claim I have allowed him in the within account his costs. His written claim I return with this account as part hereof.

In the within account I have first charged John B. Hutton, the trustee making and reporting the sale of this cause, with the gross amount of the sales made by him and then thereout have allowed as follows:
To said John B. Hutton his commissions for making the sale per rule of this Court, the cost of advertising the order of publication, sale and the several orders nisi of the cause, the Court costs of this cause according to the Bill of Costs of the Clerk, the cost of the bond of the trustee paid the corporate surety thereon, the charges of the auctioneer for crying the sale, the cost of one-half of the revenue stamps required by law to be affixed to the Deed given by the

trustee to the purchaser, the cost mentioned above of Edwin H. Brown, junior, both as administrator of Alcade Williams and the administrator of James M. Williams and the fee of the auditor. The balance remaining after these allowances of the amount so charged to the trustee is the net proceeds of the sale so made.

Mr. Hutton, the trustee, states that he has collected of the purchaser interest on the credit sale amounting to $181.22. Following the rule of the Court this sum is not distributed but is left to be distributed under the order of the Court ratifying this audit.

Which is respectfully submitted.

November 25, 1932.

MADISON BROWN
Auditor.

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

Elizabeth E. Keith, trustee and committee,
vs.
Carrie J. Williams, non compos mentis.

Cause No.

The proceeds of the sale of the real estate of Carrie J. Williams, non compos mentis, in account with John B. Hutton, the trustee named by the Court in the proceedings of this cause to make the sale of said real estate.

1931 June 16	CR.		
	By gross amount of the sale of said real estate made this date per report of sale filed herein, to wit:		$3,198.00
"	DR.		
"			
	To John B. Hutton, trustee, for his commissions for making the sale mentioned per rule of court, sum of	$172.92	
	To do., for amount paid by him for costs of advertising order of publication . . . . . $63.00 sale and notice to creditors . . . . . 71.00 reprint of sale . . . . . 1.75 order nisi on sale . . . . . 5.00 per account for same with receipt thereon exhibited.	140.75	
	To do., for the following Court costs of this cause per statement or bill of costs of the Clerk yet to be paid, to wit: Plaintiff's costs: Appearance fee of Hutton & Clark . . . . $10.00 B.H. Turner, clerk; his costs . . . . . 51.70 Cost of H.B.W. Mitchell, examiner, . . . 8.00 Witness before examiner . . . . . 2.25 Clerk before examiner . . . . . 4.00 Cost of Register of Wills . . . . . 2.50 $78.45 Defendant's costs: Appearance fee of E.H.Brown, attorney, 10.00 Fee of E.H.Brown, guar. ad litem . . . . . 4.00 14.00 A total of $92.45	92.45	
	To do., for the cost of his bond with crporate surety thereon filed in this cause, for 2 years, paid by him per accounts for same with receipts thereon exhibited, to wit: the sum of	30.00	
	To do., for the charges yet to be paid of J. E. Anthony, auctioneer, for crying the sale made, per his account for same exhibited, to wit: sum of	25.00	
	Amounts carried forward to next page	$461.10	$3,198.00

Cause No.

The proceeds of the sale of the real estate of Carrie J. Williams, non compos mentis, in account with John B. Hutton, the trustee named by the Court in the proceedings of this cause to make the sale of said real estate.

	DR.	CR.
Amounts brought forward	$461.10	$3,198.00

H3580

To John B. Hutton, trustee, for one-half of the revenue stamps required by law to be affixed to the Deed given by him to the purchaser of property sold, to wit: sum of 1.75

To do., for the cost of advertising the order nisi to be passed as to this report and account, to wit: the sum of 5.00

To Edwin H. Brown, junior, administrator of Alcade Williams, for the following costs yet to be paid by trustee in the matter of his administration, to wit:

Cost of N.S. Dudley, Register of Wills per account for same exhibited.	$10.60	
Account for advertising notice to creditors per same exhibited	15.00	
Cost of administrator's bond per account for same	5.00	
A total of, ...	$30.60	30.60

To Edwin H. Brown, junior, administrator of James W. Williams, for the following costs yet to be paid by trustee in the matter of his administration, to wit:

Cost of N. S. Dudley, Register of Wills per account for same exhibited	$15.10	
Charges of appraisers of real estate for appraising real estate	4.00	
Cost of advertising notice to creditors of James W. Williams to file their claim	5.00	
Cost of corporate bond of administrator per account for same exhibited	5.00	
A total of	$29.10	29.10

To Madison Brown, auditor, for stating this account . . . 13.50

	$541.05	
To balance carried down.	2656.95	
	$3,198.00	$3,198.00

1931 CR.
June 16, By balance brought down being the net proceeds of the sale . .$2656.95

November 25, 1932.

MADISON BROWN,
Auditor.

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

Elizabeth E. Keith, trustee and committee,
vs.
Carrie J. Williams, non compos mentis.

Cause No. 2825.

To Madison Brown, auditor:

Since the day of sale made in this cause I have been acting as the adviser of John B. Hutton, Esquire, the party making the sale as trustee and am familiar with the circumstances attending the clearance of title of the land sold of defects which were in the title.

The estate of Carrie J. Williams in the land sold was obtained through proceedings which went back to the ownership of the land by two previous owners, one named Alcade Williams and one named James M. Williams, each of these parties at the time of his death either owned the land or owned undivided interest in the land and the land passed from them or from their heirs to said Carrie J. Williams. In the course of examination of title it was discovered that no administration in the State of Maryland had been procured by anyone upon the personal estates of either of these parties and therefor no notice to creditors ever given by which their creditors were directed to file any claims they had against the estate.

The purchaser at the sale made by Mr. Hutton properly refused to take the title which Mr. Hutton offered them by his Deed unless administration upon the estates of these parties was procured in order that notice might be given under Sections 113 and 114 of Article 93 of the Annotated Code of Public General Laws of Maryland, by an administrator in each case to the creditors of these parties to file their claims.

James M. Williams died in Pennsylvania leaving no personal estate in the State of Maryland but leaving a will a copy of which had been filed among the Will Record

Books of Queen Anne's County, State of Maryland wherein the land sold lies. At the request of Mr. Hutton I procured the Orphans' Court of Queen Anne's County to grant me letters of administration cum testamento annexo upon the estate of James M. Williams and as such administrator I gave notice to his creditors to file their claims against him and his estate by advertisement in the Centreville Observer. This was done in order that the objections of the purchaser to the title might be overcome.

At the suggestion of Mr. Hutton I procured the Orphans' Court of Queen Anne's County to grant me letters of administration upon the personal estate of Alcade Williams (who left no personal estate in the State of Maryland) under Section 114 of Article 93 of the Annotated Code of Public General Laws of Maryland. The Court granted me such administration and as administrator I gave notice required by said Section and Article to the creditors of Alcade Williams to file their claims against him and his estate. This was done to remove the other objection of the purchaser to the title.
My costs as administrator of James M. Williams have been as follows:
Costs due the Register of Wills $15.10, cost of advertising notice to creditors $5.00, cost of the bond as administrator $5.00, charges of appraisers appointed to appraise the land $4.00, the total being $29.10.
My costs as administrator of Alcade Williams have been as follows:
Costs due the Register of Wills $10.60, cost of advertising notice to creditors $15.00, cost of the bond as administrator $5.00, the total being $30.60.
These costs are proper to be allowed to me out of the proceeds of the sale made by Mr. Hutton and when you state the audit in the above case I would request you to allow these costs to me.

Filed Nov. 30, 1932. EDWIN H. BROWN JR.

NISI RATIFICATION OF AUDIT

Elizabeth E. Keith, trustee and committee	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
Carrie J. Williams, non compos mentis.	IN EQUITY
	CASE NO. 2825.

ORDERED, This 30th. day of November in the year nineteen hundred and thirty two that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 24th. day of December 1932; provided a copy of this order be published once a week in each of two successive weeks before the 17th. day of December 1932 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Nov. 30th. 1932.

PETITION
Filed Jan. 17, 1933.

Elizabeth E. Keith Trustee and Committee	In the Circuit Court
Vs.	for
Carrie J. Williams, non compos mentis	Queen Anne's County, In Equity
	No. 2825 Term.

To The Honorable, The Judges of said Court:

The Petition of Elizabeth E. Keith of the City of Dover, Kent County and State of Delaware, respectfully represents and showeth to your Honors:

1. That your Petitioner is the permanent Trustee for Carrie J. Williams, having been regularly appointed as such Trustee by the Honorable Josiah O. Wolcott, Chancellor of the State of Delaware, on the Twenty-second day of October, A. D. 1927;

2. That at the time of your Petitioner's appointment as such Trustee for the said Carrie J. Williams, she gave bond to the State of Delaware, under the order of the Chancellor, in the sum of Three Thousand Dollars, ($3000.00) for the faithful discharge of her duties as such Trustee, and James B. Keith of Dover, Kent County and State of Delaware, was duly appoved as surety on said bond,

M3580

and thereupon your Petitioner assumed the duties as such Trustee;

3. That subsequent to the said appointment the said Carrie J. Williams became entitled to a farm situated in the First Election District of Queen Anne's County, State of Maryland, of the estimated value of Four Thousand Dollars, ($4000.00) and your Petitioner thereupon by Order of the Chancellor executed an additional Bond to the State of Delaware with James B. Keth, of Dover, as aforesaid, who was approved as surety, in the sum of Eight Thousand dollars, ($8000.00);

4. That subsequently, to-wit on the Sixteenth day of June, A. D. 1931, the aforesaid farm in Queen Anne's County, Maryland, was sold by John B. Hutton, the Trustee appointed under the Decree of this Court, passed the Eighth day of May, 1931, to Howard E. Wilson at the price or sum of Three Thousand One Hundred and Ninety-eight Dollars,($198.00). The said purchase price has been paid and the sale has been confirmed and ratified by this Court;

5. That the costs, charges and expenses incident to the said sale as determined by the Auditor of this Court amount to the sum of Five Hundred and Forty-one Dollars and Five Cents, ($541.05), and the balance in hands of the Trustee being the net proceeds from the sale, is the sum of Two Thousand Six Hundred and Fifty-six Dollars and Ninety-five Cents, ($2656.95);

YOUR PETITIONER THEREFORE PRAYS, That the net proceeds of said sale as ascertained by said Audit be paid over to her as the permanent Trustee;

AND YOUR PETITIONER WILL EVER PRAY, etc.

ELIZABETH E. KEITH
Petitioner.

Filed Jan. 17th, 1932.

STATE OF DELAWARE)
: SS:
KENT COUNTY)

BE IT REMEMBERED, That on this 16th day of January, A. D. 1933, before me, the subscriber, a Notary Public for the State of Delaware, personally came Elizabeth E. Keith of Dover, Kent County and State of Delaware, who being by me duly sworn according to Law deposes and says that she is the Petitioner named in the foregoing Petition and that the facts set forth in said Petition are true and correct.

ELIZABETH E. KEITH

SWORN to and subscribed before me, the day and year aforesaid.

ERNEST W. KEITH
Notary Public.

Notary
Public
Seal.

Filed Jan. 17, 1933.

CERTIFICATE OF PUBLICATION
OF AUDIT NISI
Filed Jan. 17, 1933.

NISI RATIFICATION OF AUDIT

ELIZABETH E. KEITH, trustee and
committee
vs.
CARRIE J. WILLIAMS, non
compos mentis.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY CASE NO. 2825.

ORDERED, This 30th day of November in the year nineteen hundred and thirty-two that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 24th day of December, 1932; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of December, 1932 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed-Nov. 30th, 1932.

THE CENTREVILLE OBSERVER

Centreville, Md., Jan. 17, 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Elizabeth E. Keith, Trustee vs. Carrie J. William, non compus mentis 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 first day of December, 1932, being more than fifteen days before the 17th day of December 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

CERTIFIED COPY
Filed Jan. 24, 1933.

IN THE COURT OF CHANCERY OF THE STATE OF
DELAWARE, IN AND FOR KENT COUNTY

In The Matter of: :

Carrie J. Williams :

An Insane Person :

To The Chancellor of The State of Delaware:

The Petition of Elizabeth E. Keith of the City of Dover, Kent County and State of Delaware, respectfully represents:

1. That on the Twenty-second day of October, A. D. 1927, your Petitioner was regularly appointed by the Chancellor of the State of Delaware, Trustee to take charge of Carrie J. Williams, an insane person, and to manage her Estate;

2. That subsequent to the appointment of your Petitioner as such Trustee, the said Carrie J. Williams became entitled to a farm situated in the First Election District of Queen Anne's County and State of Maryland, of the estimated value of Four Thousand Dollars, ($4000.00) and your Petitioner thereupon by Order of the Chancellor executed additional Bond to the State of Delaware, with approved surety in the sum of Eight Thousand Dollars, ($8000.00);

3. That subsequently with the approval of the Chancellor your Petitioner applied to the Circuit Court for Queen Anne's County, and obtained an Order for the sale of the said farm, and the said farm was sold on the Sixteenth day of June, A. D. 1931 by John B. Hutton, the Trustee appointed under the Decree of the said Court for Queen Anne's County for the price or sum of Three Thousand One Hundred and Ninety-eight Dollars;

4. That the aforesaid purchase price was paid to the said Trustee and the sale confirmed;

5. That under the Decree of the Circuit Court for Queen Anne's County, in relation to the sale of said farm, it was provided, amongst other things, "That the net proceeds of said sale after the Audit has been stated and confirmed shall be transferred to the jurisdiction of the State of Delaware wherein the non compos resides and the Trustee was appointed."

6. That the Trustee appointed to make the sale of the said farm is ready to turn over to your Petitioner the net proceeds from the sale of said farm;

Your Petitioner, therefore, prays that she be authorized and directed to receive from the Trustee appointed by the Circuit Court for Queen Anne's County to sell the said farm, the net proceeds from the sale of said farm as shown by the Audit of said sale presented to the said Court, in the sum of Two Thousand Six Hundred and Fifty-six Dollars and Ninety-five Cents ($2656.95) together with accrued interest; to be accounted by your Petitioner as Trustee of the said Carrie J. Williams.

AND YOUR PETITIONER WILL EVER PRAY, etc.

John B. Hutton
Solicitor.

Elizabeth E. Keith

STATE OF DELAWARE)
KENT COUNTY) SS:

#38580

BE IT REMEMBERED, That on this Twentieth day of January, A. D. 1933, personally appeared before me, the Subscriber, a Notary Public for the State of Delaware, Elizabeth E. Keith, who being by me duly sworn according to Law deposes and says that she is the Petitioner named in the foregoing Petition, and that the facts set forth in the foregoing Petition are true and correct.

Elizabeth E. Keith

SWORN to and subscribed before me the day and year aforesaid.

Wilbur D. Burton (SEAL)
Notary Public.

AND NOW TO-WIT, This 21st day of January, A. D. 1933, the foregoing Petition having been read and considered,

IT IS THEREFORE ORDERED, That the said Elizabeth E. Keith, the Trustee appointed by this Court for the said Carrie J. Williams, be and she is hereby authorized and directed to receive from the Trustee making the sale of the said farm the net proceeds from said sale as shown by the audit, together with accrued interest, and thereupon to release the said Trustee from further liability therefrom, and that she account for the proceeds of said sale in her Report to this Court as such Trustee.

J. O. Wolcott
Chancellor.

STATE OF DELAWARE,)
KENT COUNTY,) SS.

I, William Virdin, Register of the Court of Chancery of the State of Delaware, in and for Kent County, do hereby certify that the foregoing hereto annexed is a true and correct copy of Petition and Order of the Chancellor thereon in the Matter of Carrie J. Williams, an Insane Person. as the same remains on file and of record in said Court.

Seal's Place.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Dover this Twenty-third day of January in the year of our Lord, nineteen hundred and 33.

WILLIAM VUDIN
Register in Chancery.

STATE OF DELAWARE, TO-WIT:

I, Josiah O. Wolcott, Chancellor of the State of Delaware, do hereby certify that the foregoing Record and Attestation, made by William Virdin, Esquire, Register in Chancery within the County of Kent, whose name is thereto subscribed, and to which the seal of said Court is affixed, are in due form of law, and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand, this Twenty-third day of January in the year of our Lord, nineteen hundred and 33.

J. O. WOLCOTT
Chancellor.

STATE OF DELAWARE,)
KENT COUNTY,) SS.

Seal's Place.

I, William Virdin, Register of the Court of Chancery of the State of Delaware, in and for Kent County, do hereby certify that the Hon. Josiah O. Wolcott, by whom the foregoing attestation was made and whose name is thereto subscribed, was at the time of the making thereof, and still is Chancellor of the State of Delaware, duly commissioned and sworn, to all whose acts, as such full faith and credit are and ought to be given, as well in Courts of Justice as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, at Dover this Twenty-third day of January in the year of our Lord, nineteen hundred and 33.

WILLIAM VIRDIN
Register in Chancery.

CERTIFICATE OF
ADEQUACY OF BOND
Filed Jan. 24, 1933.

I, Josiah O. Wolcott, Chancellor of the State of Delaware, hereby certify that Elizabeth E. Keith of Dover, Kent County and State of Delaware, on the Twenty-second day of October 1927 was appointed by me Trustee for Carrie J. Williams, an insane person, to take charge of the said Carrie J. Williams and manage her Estate;

That the said Elizabeth E. Keith gave bond as such Trustee with approved surety in the aggregate sum of Eleven Thousand Dollars;

That the said Bond is now in force and is adequate to protect the estate of the said Carrie J. Williams, the insane person.

J. O. WOLCOTT
Chancellor of the State of Delaware.

Dated at Dover, Delaware, January 21st, A. D. 1933.

Witness the seal of the Court of Chancery of the State of Delaware in and for Kent County this 23rd day of January, A. D. 1933.

WILLIAM VIRDIN
REGISTER IN CHANCERY

Seal's
Place.

CONSENT OF PERMANENT
TRUSTEE TO RATIFICATION
OF AUDIT
Filed Jan. 24, 1933.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,

IN EQUITY

Elizabeth E. Keith, Trustee and Committee

Vs.

Carrie J. Williams, Non Compos
Mentis.

I, Elizabeth E. Keith, permanent Trustee for Carrie J. Williams, an insane person, duly appointed by the Chancellor of the State of Delaware and qualified as such Trustee, do hereby expressly consent to the ratification of the Audit of Sale of the farm belonging to the said Carrie J. Williams, which said farm was sold by John B. Hutton, Trustee appointed by the Decree of the Circuit Court for Queen Anne's County, as said Audit was stated and presented to said Court, and I do expressly consent to the allowance of the items as shown in said Audit relating to costs in connection with Administration on the Estate of Alcade Williams, and costs in relative to administration on the Estate of James M. Williams, and hereby request that the said costs be allowed in said Account.

ELIZABETH E. KEITH
TRUSTEE.

ORDER OF COURT
Filed January 26th, 1933.

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

Elizabeth E. Keith, trustee and committee,	)	
vs.	(	Cause No. 2825.
Carrie J. Williams, non compos mentis.	)	

Ordered this 26th 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 Report and Account of Madison Brown, auditor, filed in this cause on November 30, 1932 be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although due notice of the filing of said audit was published as directed by the Clerk of this Court as will appear by reference to the certificate of nisi ratification of audit

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filed in these proceedings; and the trustee is directed to pay the amounts audited in said audit with due proportion of interest thereon as has been collected by said trustee; and it is further ordered on the petition filed in this cause on 17th., day of January, 1933, by Elizabeth E. Keith that the trustee in this cause John B. Hutton be and he is hereby ordered and directed to pay over the balance net proceeds of the sale as disclosed by the audit, to wit: in the sum of twenty six hundred fifty six dollars and ninety five cents ($2656.95) with its due proportion of interest collected by said trustee unto the said Elizabeth E. Keith, permanent trustee for Carrie J. Williams.

Thomas J. Keating

Filed January 26th, 1933.

H3580

Cause No. 2853.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty ninth day of December, in the year nineteen hundred and thirty, the following Bill of Complaint was brought to be recorded, to wit:-

Nannie B. Skipper, Ida Skipper Parks	:	In the Circuit Court for
	:	Queen Anne's County, Md.
Versus	:	In Equity,
Harry P. Skipper, and Carrie Ellen Skipper, his wife	:	No.
	:	

To the Honorable, the Judges of said Court:

Nannie B. Skipper and Ida Skipper Parks by L. Wethered Barroll and Herbert E. Perkins, their Solicitors, complaining say:

FIRST

That Thoms H. Skipper, late of Baltimore City and Queen Anne's County, Maryland, deceased, was in his lifetime, and at the time of his death, seized and possessed, in fee simple, of the following real estate, situated in Queen Anne's County on Chester River.

(a) All that lot adjoining the lands of Herbert Hartman and Rumsey Anthony, and being formerly the residence of the late Mrs. Sarah E. Skipper, and fronting on Chester River, a distance of approximately 250 feet and with an even depth running back from Chester River, approximately 900 feet, and containing 5 acres of land, more or less, improved by a three story concrete block house, stable and other buildings.

(b) All that lot of land on Chester River adjoining the lands of Harry P. Skipper on the south and Eben F. Perkins on the north, with a frontage of about 200 feet on Chester River, with a depth of about 350 feet.

SECOND

That the said Thomas H. Skipper being possessed of said above real estate, departed this life on or about December 14th., 1929, intestate, leaving surviving him, his widow, Nannie B. Skipper, who resides in Chestertown, Maryland, and a sister, Ida Skipper Parks, widow, who resides in Queen Anne's County, Maryland, and a brother, Harry P. Skipper, who resides in Queen Anne's County, his only heirs at law, to whom the above real estate descended.

That the said Harry P. Skipper intermarried with Carrie Ellen Skipper.

THIRD

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

To the end therefore:

1st. That a decree may be passed for a sale of the above described real estate and the proceeds therefrom to be divided among those entitled thereto.

2nd. 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 Harry P. Skipper and Carrie Ellen Skipper, his wife, commanding them to appear, either in person or by Solicitor, in this Court, on some certain day to be named therein and to show cause, if any they have, why a Decree ought not to be passed as prayed.

And as in duty bound, etc.,

WETHERED BARROLL

HERBERT E. PERKINS
Solicitors of Complainants.

Filed December 29th, 1930.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed December 29th, 1930.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place Harry P. Skipper and Carrie Ellen Skipper, his wife.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of January next, to answer the complaint of Nannie B. Skipper and Ida Skipper Parks 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 29th. day of December, in the year 1930

B. HACKETT TURNER Clerk.

L. Wethered Barroll, Herbert E. Perkins

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 the aforegoing subpoena was returned and endorsed to wit:

I HEREBY CERTIFY that I served the within subpoena upon Harry P. Skipper and Carrie Ellen Skipper, his wife, 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.

INTERLOCUTORY DECREE
Filed Jan. 24th, 1931.

Nannie B. Skipper, Ida Skipper Parks	:	In the Circuit Court for
Versus	:	Queen Anne's Co., Maryland
Harry P. Skipper and Carrie Ellen Skipper, his wife	:	In Equity, No. 2853.

The Defendants in the above entitled case having been duly summoned, and having failed either to appear or answer the Bill of Complaint filed against them.

It is thereupon, this 24th day of January, 1931, by the Circuit Court for Queen Anne's County, In Equity, adjudged, ordered and decreed that the Plaintiffs are entitled to relief in the premises; but because it does not certainly appear to what relief the Plaintiffs are entitled, it is further adjudged and ordered that leave be granted to the Plaintiffs to take testimony before any one of the standing examiners, to support the allegations of the bill.

LEWIN W. WICKES
Judge.

DEPOSITIONS
Filed Feb. 23rd, 1931.

NANNIE B. SKIPPER, IDA SKIPPER PARKS,	)	IN THE CIRCUIT COURT
VS.	)	FOR
HARRY P. SKIPPER AND CARRIE ELLEN SKIPPER, HIS WIFE.	)	QUEEN ANNE'S COUNTY IN EQUITY, NO. 2853.

To the Honorable, the Judges of said Court:

M38580

The Report of H. B. W. Mitchell, one of the standing Examiners of this Honorable Court, having been notified by the Solicitor for the Plaintiffs that he desired to take testimony in the above entitled case, leave having been granted to the plaintiffs to take testimony in said cause to support the allegations of the bill, your Examiner did attend at his office in Centreville, Maryland, Friday, February 20th., 1931, at the hour of three o'clock, P. M., to take testimony in said cause, there being present Herbert E. Perkins, Solicitor for the Plaintiffs, and Nannie B. Skipper, one of the plaintiffs, and proceeded to take the following testimony, to-wit:

Mrs. Nannie B. Skipper, the first witness of lawful age, produced on the part of the complainant, deposes and says:

By Mr. Perkins:

1. Q. Please state your name and residence?

Ans. Nannie B. Skipper, Chestertown, Maryland.

2. Q. Do you know the parties to this suit?

Ans. Yes, I know them and I am one of the party complainants.

3. Q. Did you know Thomas H. Skipper mentioned in these proceedings.

Ans. Yes he was my husband.

4. Q. When did he die?

Ans. Fourteenth of December, 1929.

5. Q. Did he leave a last will and testament?

Ans. No, he died intestate.

6. Q. Please give the names and residences and ages of his heirs at law.

Ans. He left surviving him myself, his widow, sixty-two, and a brother, Harry P. Skipper, over twenty one years of age, he resides in Queen Anne's County, Maryland, and whose wife is Carrie Ellen Skipper, also over twenty one years of age and resides with her husband. He also left a sister, Ida Skipper Parks, a widow, over twenty one years of age and who resides in Queen Anne's County, Maryland.

7. Q. What real estate did your husband, Thomas H. Skipper, die seized and possessed of?

Ans. He left a lot of land consisting of about five acres fronting on Chester River of about two hundred feet, with a depth of about nine hundred feet. It adjoins the lands of Fannie Hartman and E. R. Anthony. In Queen Anne's County, Maryland.

8. Q. What improvements are there on this land?

Ans. It is improved by three story concrete block house with stable and other outbuildings.

9. Q. Do you know how your husband acquired this property?

Ans. By Deed from Owen S. Smith and wife and dated the seventh day of October, in the year nineteen hundred and fourteen. My husband assigned July 1st., 1919, to his mother, Sarah E. Skipper, a life interest in this property.

Certified copy of the last deed referred to filed as "Complainant's Exhibit No. 1".

10. Q. Did you know Sarah E. Skipper?

Ans. Yes. She was the mother of my husband, Thomas H. Skipper.

11. Q. When did she die?

Ans. The latter part of November, 1928.

12. Q. What is the condition of the buildings on this place?

Ans. Very good condition.

13. Q. What in your opinion is the present value of this property?

Ans. About $7,000.00.

14. Q. What other real estate did your husband die seized and possessed of?

Ans. A small tract of land unimproved on the mecadamized road leading from Chestertown to Church Hill on the right hand side bordering on Chester River. Most of this he had plotted and during his life sold several lots. Then after his death the hiers sold and conveyed some ten or twelve of the plotted lots.

And there now remains unsold a small portion of this tract with a frontage of two hundred feet on Chester river and comprising about four and one-half acres. In Queen Anne's County, Md.

15. Q. Is this improved?

Ans. No, it is not.

16. Q. What kind of land is it?

Ans. Mostly marsh land.

17. Q. What in your opinion would be a fair value of this tract?

Ans. About $100.00.

18. Q. Is this real estate, I mean the whole of it, susceptible of partition in kind among the three that are now owners of it without material loss and injury?

Ans. No, it is not.

19. Q. How then can it be divided?

Ans. The only way to divide it would be for it ot be sold and the proceeds of sale divided among those entitled to it.

E. S. 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.

Ans. No.

NANNIE B. SKIPPER

Mr. W. Irving Walker, the second witness of lawful age, produced on the part of the complainant, deposes and says:

by Mr. Perkins:

1. Q. State your name, residence and occupation?

Ans. W. Irving Walker of Queen Anne's County, near Chestertown Bridge, in the Second Election District. Occupation - farmer.

2. Q. Do you know the parties to this suit?

Ans. I do.

3. Q. Did you know the later Thomas Herbert Skipper?

Ans. I did.

4. Q. About when did he die?

Ans. December 14th., 1929.

5. Q. Did he leave a will?

Ans. I have heard that he did not, but I do not know.

6. Q. What real estate did he die seized and posessed of?

Ans. A property lying between the property of Miss Fannie Hartman and E. R. Anthony, and also some unimproved land on the Chester River, back from the state road.

7. Q. Please describe the first mentioned tract.

Ans. First mentioned tract of land consists of about five acres, with a river frontage of two hundred and fifty feet, improved by three story concrete block house and frame stable.

8. Q. In what condition is this property?

Ans. To all appearances it seems to be in first class condition, but to be occupied it would need quite an expenditure to put it in condition.

9. Q. What in your opinion is the value of this property?

Ans. I am taking values as I feel they exist to-day. I do not believe the property is worth over $5,000.00. In making this valuation I feel that it would take quite a sum to make repairs before anyone could occupy it.

10. Q. Now as ot the second tract you referred to, please describe this parcel?

Ans. The remaining part now unsold consists of a small tract facing on Chester River, most of which is marsh land having a value of about $100.00.

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11. Q. Is it possible to divide all of the real estate above referred to between the three owners in kind without material loss and injury to them?

Ans. I do not think it would be possible.

12. Q. Do you think it would be to the interest and advantage of all of the parties to have the said real estate sold and the proceeds of sale divided among them?

Ans. I do.

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

Answer: No.

W. IRVING WALKER.

Mr. Gilbert B. Taylor, the third witness of lawful age, produced on the part of the complainants, deposes and says:

By Mr. Perkins:

1. Q. State your name, residence and occupation?

Ans. Gilbert B. Taylor, County Roads Engineer, Chestertown, Maryland.

2. Q. Do you know the parties to this cause?

Ans. I know them all except the wife of Mr. Harry P. Skipper, one of the defendants.

3. Q. As surveyor, did you do any work on the properties owned by the late Thomas Herbert Skipper?

Ans. Yes, I made a survey of the home tract, that is, where he resided at the time of his death, and also a survey and sub-division of the unimproved land adjacent to the state road, bordering on Chester River recently. After Mr. Skipper's death I surveyed the remainder of that part of the tract which Mr. Skipper in his lifetime had sub-divided and also a partial survey of the remaining unsold portion.

4. Q. What does this unsold portion consist of?

Ans. It comprises about four and one-half acres of land lying between Chester River and the private road and the land is mainly marsh land.

5. Q. Is this small tract a part of the land described in the deed from Sarah E. Skipper to Thomas Herbert Skipper dated January 26th., 1915, and recorded in Liber W. F. W. No. 6 - 503?

Ans. Yes.

Certified copy of said deed is filed with the Examiner as "Complainants' Exhibit No. 2".

6. Q. What in your opinion is the value of the last small tract, that you described?

Ans. $15.00 or $20.00 an acre, which would make it about $75.00.

7. Q. In your opinion could both properties owned by Mr. Thomas Herbert Skipper in his life time be equally divided among the widow and two heirs without material loss or injury to them?

Ans. No.

8. Q. Would it, in your opinion, be to the interest and advantage of the three owners to have the real estate sold and the proceeds divided among them?

Ans. Yes.

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

Answer: No.

GILBERT B. TAYLOR

There being no other witnesses to be examined or further testimony to be taken, and neither party having expressed a desire for further time for the production of evidence, your Examiner makes his return and certifies he was engaged as such Examiner in taking this testimony two days and examined three witnesses, making the costs chargeable:

H. B. W. Mitchell, Examiner,	$ 8.00
Verna Mears Crowl, stenographer,	5.00
Nannie B. Skipper, witness,	.75
W. Irving Walker, witness,	.75
Gilbert B. Taylor, witness,	.75
	$15.25

H. B. W. MITCHELL
Examiner.

EXHIBIT NO. L
Filed Feb. 23rd, 1931.

#7128. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the thirty first day of July, in the year nineteen hundred and nineteen, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this thirty first day of July, nineteen hundred and nineteen, by Thomas Herbert Skipper and Nannie Brice Skipper, his wife, at present residing in Queen Anne County, in the State of Maryland, parties of the first part to Sarah E. Skipper of Queen Anne County, in the State of Maryland, party of the second part.

WHEREAS the said Grantors desire to convey unto the said Sarah E. Skipper the tracts of land hereinafter described to have and to hold the same for and during the life of the said Sarah E. Skipper and no longer, and which said tracts of land on the death of the said Sarah E. Skipper shall revert to and become the property of the said Thomas H. Skipper in fee simple.

WITNESSETH, that in consideration of fifteen hundred ($1500.00) dollars the said Thomas Herbert Skipper and Nannie Brice Skipper do grant unto Sarah E. Skipper for and during the term of her natural life all those two lots or parcels of land situate, lying and being in Queen Anne County and described as follows, that is to say: Being all those two lots or land described as follows: Lot No. 1. All that parcel or tract of land situated and being in Queen Annes County, State aofresaid, bordering on Chester River and East of the public road leading from Chestertown to Centreville and described as follows: Beginning for the same at a point on the south side of Chester River and on the west side of an eleven foot right of way, which said right of way divides the lands hereby intended to be conveyed from the lands of Charles N. Sappington, and which said point of beginning is eleven feet west from the point where the west line of the said Sappington's land intersects with Chester River, the said point of intersection being eighty six links from a black oak tree with three scores on the River side, and which tree is in the west line of the said Sappington's lands; and running thence by and with the west side of the aforementioned eleven foot right of way south forty nine degrees and twenty five minutes east 6.60 chains, thence south forty degrees and thirty five minutes west 3.37 chains; thence north forty nine degrees and twenty five minutes west 10.70 chains to Chester River; thence by and with the low water line of Chester River North eighty nine degrees and thirty five minutes East 5.18 chains to the place of beginning, containing two acres and ninety six one hundredths of an acre of land, more or less. And also the use in common with others of the said eleven foot right of way extending from Chester River to the lands of James T. Anthony where it intersects with another right of way twenty feet wide from the public or State road, leading from Chestertown to Centreville, to the lands of John Douglas Foster and Caroline A. F. Duncan, the said eleven foot right of way divides the lands hereby intended to be conveyed from the lands of Charles N. Sappington, and runs along the whole of the west side of the said Sappington's lands. And also the use in common with others of the said twenty foot right of way extending from the public or State Road leading from Chestertown to Centreville to the lands of the said John Douglas Foster and Caroline A. F. Duncan, and which divides the lands of E. Rumsey Anthony and Charles N. Sappington from the lands of James T. Anthony and which also intersects the above described eleven foot right of way, it being the same lot of land which was conveyed to Owen C. Smith by William B. Usilton, Jr. and Hannah M. Usilton, his wife, by deed bearing date the 3rd day of December, 1910, duly executed, acknowledged and recorded in Liber S. S. No. 9, folios 139 etc. one of the Land Record Books for Queen Anne's County, Maryland, as on reference to same will more fully and at large appear.

Lot No. 2 is described as follows: Beginning for the same at the point where the west boundary of the said eleven foot way intersects the north boundary of the said twenty foot way or road and running thence in a northerly direction by and with the west boundary of the said eleven foot way or road 457 2/3 feet to the lot of land heretofore conveyed by the said Anthony to the said William B. Usilton, Jr, thence by and with the South boundary of the said Usilton lot in a westerly direction 3.37 chains, thence in a southerly direction and aparallel with the first line 455 feet to the said twenty foot road; and thece in an easterly direction by and with said twenty foot road or way to the aforesaid beginning point and containing 2 acres, 1 rood and 12 perches of land more or less; it being the same lot of land which is described in a deed from E. Rumsey Anthony to Owen C. Smith, bearing date the 9th. day of December, 1910, duly executed, acknowledged and recorded in Liber S. S. No. 9, folios 140 etc. one of the land Record Books for Queen Anne's County, Maryland, as on reference to same will more fully and at large appear. It being the same property which is described in a deed from Owen S. Smith and wife to Thomas Herbert Skipper bearing date the 7th. day of October, 1914, duly executed, acknowledged and recorded in Liber W. F. W. No. 6, folios 142 etc. one of the Land Record Books for Queen Anne's County, Maryland, as on re-

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ference to same will more fully and at large appear.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belong or in anywise appertaining. To have and to hold the said two lots or parcels 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 Sarah E. Skipper for and during the term of her natural life. And the said Thomas Herbert Skipper and Nannie Brice Skipper covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors.

Test: Wm. Robt. Huey.

Thos. H. Skipper (SEAL)

Nannie Brice Skipper (SEAL)

State of Maryland, Kent County, to wit:-

I hereby certify that on this 31st. day of July, in the year nineteen hundred and nineteen before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Thomas Herbert Skipper and Nannie Brice Skipper, and they acknowledged the foregoing deed to be their act.

Wm. Robt. Huey
Notary Public.

Notary
Public
Seal.

Three One Dollar Internal
Revenue Stamps, endorsed
T. H. S. 7/31/19

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R. No. 2, folios 474, a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 20th day of February, in the year nineteen hundred and thirty one.

Seal's
Place.

B. HACKETT TURNER Clerk.

EXHIBIT NO.2.
Filed Feb. 23rd, 1931.

#4800. QUEEN ANNE'S COUNTY, to wit: be it rememebered that on the eleventh day of February in the year nineteen hundred and fifteen, the following DEED was brought to be recorded, to wit:-

THIS DEED, made this 26th. day of January, one thousand nine hundred and fifteen, by and between Sarah E. Skipper of Queen Anne County and State of Maryland, of the one part and Thomas Herbert Skipper, of Queen Anne's County, State of Maryland, party of the second part.

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I-$1.00 Docu..
..mentary Stemp
..T.H.S. 2/10/15
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WITNESSETH, that in consideration of Five ($5.00) Dollars, and of natural love and affection, and of other good and valuable considerations her thereunto moving, she the said Sarah E. Skipper does grant and convey unto the said Thomas Herbert Skipper, his heirs and assigns, in fee simple, all that lot or tract of land situate, lying and being in Queen Anne County, Kent County aforesaid, and described as follows, that is to day,

ALL that lot of land described as follows, Beginning for the same in the middle of the road opposite a stone set on the southerly side of the said Public or State Road leading in an easterly direction from Chester River Bridge to Church Hill in said Queen Anne County and turning thence along a private way four courses, south 25 degtees 15 minutes west 478 feet; south 32 degrees 35 minutes west 356 feet; south 41 degrees west 107 feet; south 49 degrees west 122 feet to the middle of a small stream emptying into Chester River; thence with said stream nine courses; north 19 degrees west 28 feet; north 33 degrees west 42 feet; south 87 degrees west 43 feet; north 56 degrees 30 minutes west 40 feet; south 59 degrees west 76 feet; north 59 degrees west 135 feet; north 25 degrees west 38 feet; north 26 degrees 30 minutes east 55 feet; north 13 degrees west 57

feet to High Water Mark of Chester River; thence following said High Water Mark four courses; north 67 degrees 15 minutes east 102 feet; north 34 degrees 30 minutes east 147 feet; north 16 degrees 5 minutes east 528 feet; north 50 minutes east 205 1/2 feet to the middle of the State Road; thence with the same south 65 degrees 30 minutes east 271 feet; south 69 degrees 30 minutes east 297 feet to the place of beginning and containing 10.490 acres of land. Being moreover a part of the same lands and premieses which were conveyed to the said Harry P. Skipper subject to the life estate of his father the said Thomas Skipper by deed of the said Thomas Skipper and wife dated October 26th., A. D. 1909 and duly recorded in Liber S. S. No. 7, folios 140 &c., of the Land Record Books for said Queen Anne's County, Maryland.

The said lot of land lies in the second election district of Queen Anne County in the State of Maryland on the south bank of Chester River at the foot of Chester River Bridge, which spans Chester River at Chestertown, and lying on the west side of the State Road which leads from Chestertown to Centreville and is described in a certain deed from Harry P. Skipper, et al., to the said Sarah E. Skipper, bearing even date herewith, as Lot No. I, which said deed it is intended shall be filed for record simultaneously with the filing for record of this deed.

The said lot of land moreover is particularly described in a further deed from Harry P. Skipper and Alice J. Skipper, his wife, to Thomas Skipper, bearing date the .....day of July, 1912, duly executed, acknowledged and recorded in Liber W. F. W. No. 2, folios 36 &c., one of the Land Record Books for Queen Anne County, Maryland, which said deed vested the said Thomas Skipper with a fee simple interest in the said property and which upon his death descended to his heirs at law subject to the dower interest theein of his wife as above set forth.

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

To HAVE and To HOLD the said lot or tract 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 Thomas Herbert Skipper, his heirs and assigns in fee simple.

AND the said Sarah E. Skipper 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.

Witness the hand and seal of the said grantor.

Test: Jesse B. Burchinal SARAH E. SKIPPER (SEAL)

STATE OF MARYLAND,

KENT COUNTY, to wit:-

I Hereby Certify, that on this 26th. day of January, in the year one thousand nine hundred and fifteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Sarah E. Skipper and she acknowledged the foregoing Deed to be her act.

JESSE B. BURCHINAL

Notary Seal Public.

Notary Public.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 6, folios 503, etc., a Land Record Book for Queen Anne's County aforesaid.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 20th day of February, in the year nineteen hundred and thirty one.

Seal's Place.

B. HACKETT TURNER, Clerk.

DECREE
Filed Apr. 22nd, 1931.

Nannie B. Skipper, Ida Skipper Parks versus Harry P. Skipper and Carrie Ellen Skipper, his wife	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY No. 2853.

H3580

The above cause standing ready for hearing, and being submitted the Bill and testimony and all the other proceedings therein having been read and considered,

It is thereupon, this 10th day of April in the year 1931 by the Circuit Court for Queen Anne's County, In Equity, and by the authority of this Court, ADJUDGED, ORDERED AND DECREED, that the property mentioned in the proceedings be sold, that L. Wethered Barroll and Herbert E. Perkins, be and they are hereby appointed Trustees to make said sale, and that the course amd manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by L. Wethered Barroll and Herbert E. Perkins and a surety or sureties to be approved by this Court or the said Clerk, in the penalty of Seven thousand dollars, if corporate security be given otherwise in double said amount, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises: They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in such newspaper or newspapers as they shall think proper, of the time, place, manner, and terms of sale, which shall be one-third of the purchase price in cash on day of sale, and the balance in two equal installments payable in six and twelve months from the day of sale, with interest, and secured by a note to be approved by the Trustees, 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 their proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear, and discharged from all claim of the parties hereto, Complainants and Defendants, and those claiming by, from, or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow, in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

LEWIN W. WICKES.

CERTIFIED COPY OF BOND
Filed Apr. 22nd, 1931.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty second day of April, in the year 1931, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, L. Wethered Barroll of Baltimore City, Maryland, and Herbert E. Perkins, of Kent County, Maryland, Principals, and Fidelity and Deposit Company of Maryland, Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of seven thousand ($7000.00) dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly by these presents; sealed with our seals and dated this 14th. day of April, in the year one thousand nine hundred and thirty one.

WHEREAS, the above bounden L. Wethered Barroll and Herbert E. Perkins, by virtue of a decree of the Circuit Court for Quen Anne's County, Md. passed in Chancery Cause No. 2853, entitled Nannie B. Skipper, Ida Skipper Parks versus Harry P. Skipper and Carrie Ellen Skipper, his wife, were appointed Trustees to sell the real estate mentioned in these preceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden L. Wethered Barroll and Herbert E. Perkins, do and shall well and faithfully perform the trust reposed in them by said Court or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of
Myrtle A. Wright.
As to L. Wethered Barroll.
Mary Al Pennington
As to Herbert E. Perkins.

L. Wethered Barroll. (SEAL)
Herbert E. Perkins. (SEAL)
Fidelity and Deposit Company of Md.
By Herbert E. Perkins, Atty-in-fact.

Seal's Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Apr. 22nd. 1931.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 134, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 22nd. day of April, in the year 1931.

Seal's Place.

B. HACKETT TURNER Clerk.

REPORT OF SALE
Filed May 21st, 1931.

Nannie B. Skipper, Ida Skipper Parks	:	In the Circuit Court for
	:	Queen Anne's County, Md.
Versus	:	In Equity,
Harry P. Skipper and Carrie Ellen Skipper, his wife	:	No. 2853.
	:	

To the Honorable, the Judges of said Court:-

The report of L. Wethered Barroll and Herbert E. Perkins, Trustees, appointed by a decree of this Court, passed in the above eneitlted cause, dated the 10th. day of April 1931, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Kent News" and "Transcript", two weekly newspaper published in Kent County, and "The Centreville Record", a weekly newspaper published in Queen Anne's County, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at Centreville, Maryland, on the 16th. day of May, 1931, at 2 o'clock P. M., and then and there proceeded to sell said property in manner following, that is to say:

Your trustees offered at public sale to the highest bidder the property mentioned in said decree.

FIRST: Parcel No. 1, as described in the advertisement, as all that lot of land adjoining the lands of Herbert Hartman and Rumsey Anthony, and being formerly the residence of the late Mrs. Sarah E. Skipper, and fronting on Chester River, a distance of approximately 250 feet and with an even depth running back from Chester River, approximately 900 feet, and containing 5 acres of land, more or less, was sold to Elmer Golt, for the sum of Sixty-seven hundred ($6700.00) Dollars, he being at that sum the highest bidder therefor, and the terms of sale have been complied with.

SECOND: Parcel No. 2, as described in the advertisement, as all that lot with frontage of 200 feet on Chester River and containing about 4 ½ acres, and adjoining the building lots recently purchased by Eben F. Perkins from the heirs of the late Herbert Skipper, was sold to William H. Good and Anna Good, his wife, for the sum of One hundred ($100.00) dollars, he being at that sum the highest bidder therefor, and the terms of sale have been complied with.

Respectfully submitted,

L. WETHERED BARROLL
Per H. E. P.

HERBERT E. PERKINS
Trustees.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 18 day of May, 1931, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, one of the Trustees, named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

MARY A. PENNINGTON
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed May 21st, 1931.

PUBLIC SALE
of Valuable
RIVERSIDE RESIDENCE

In Queen Anne's County, Near Chester River Bridge.

Under and by virtue of a Decree of the Circuit Court for Queen Anne's County, State of Maryland, in Equity Cause No. 2853, entitled, Nannie B. Skipper, Ida Skipper Parks; Versus Harry P. Skipper and Carrie Ellen Skipper, his wife, the undersigned as Trustees, will offer at Public Sale in front of the Court House Door, in Centreville, Queen Anne's County, State of Maryland, on SATURDAY, MAY 16, 1931 at 2 o'clock P. M., the following valuable real estate.

No. 1-All that lot of land adjoining the lands of Herbert Hartman and Rumsey Anthony, and being formerly the residence of the late Mrs. Sarah E. Skipper, and

fronting on Chester River, a distance of approximately 250 ft. and with an even depth running back from Chester River, approximately 900 feet, and containing 5 acres of land, more or less. Improved by a three-story CONCRETE BLOCK HOUSE containing 9 rooms and bath, with cellar under all the house. Hot water heat, and Acetylene Gas Lighting System; and now electric curret available from Chestertown Electric Light Company. Stable and other outbuildings.

Property has a beautiful view of the Chester River with Sandy Beach, and beautiful shade trees.

No. 2-All that lot with frontage of 200 feet on Chester River and containing about 4½ acres, and adjoining the building lots recently purchased by Eben F. Perkins from the heirs of the late Herbert Skipper.

TERMS OF SALE:-One-third of the purchase price in cash on day of sale and the balance in two equal installments payable in six and twelve months from the day of sale, with interest,and secured by a note to be approved by the Trustees.

L. WETHERED BARROLL
HERBERT E. PERKINS,
Trustees.

THE CENTREVILLE RECORD

Centreville, Md. May 16, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Public Sale in the case of Nannie B. Skipper, Ida Skipper Parks vs. Harry P. Skipper and Carrie Ellen Skipper, his wife, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 16th day of May in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

Filed May 21st, 1931.

N I S I

Nannie B. Skipper Ida Skipper Parks vs. Harry P. Skipper and Carrie Ellen Skipper, his wife.	)))))))	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 2853.

ORDERED, This 21st. day of May, A. D., 1931, that the sale of the real estate made and reported in this cause by L. Wethered Barroll and Herbert E. Perkins, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of June next.

The Report states the amount of sales to be $6800.00.

B. HACKETT TURNER Clerk.

Filed May 21st. 1931.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Aug. 6th, 1931.

NISI

Nannie B. Skipper and Ida Skipper
Parks
Vs.
Harry P. Skipper and Carrie Ellen
Skipper, his wife,

In The Circuit Court For Queen Anne's County In Equity Chancery No. 2853.

ORDERED, This 21st day of May, A. D., 1931, that the sale of the real estate made and reported in this cause by L. Wethered Barroll and Herber E. Perkins, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's

County, Maryland, once in each of four successive weeks before the 30th day of June next.

The report states the amount of sales to be $6,800.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed May 21, 1931.

THE CENTREVILLE RECORD

Centreville, Md., July 31st, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Nannie B. Skipper and Ida Skipper Parks vs. Harry P. Skipper and Carrie Ellen Skipper, his wife, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 30th day of June in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

PETITION AND ORDER OF COURT
Filed Aug. 6th, 1931.

Nannie B. Skipper, Ida Skipper Parks	:	In the Circuit Court for
	:	Queen Anne's County, Md.
Versus	:	In Equity,
Harry P. Skipper and Carrie Ellen Skipper, his wife	:	No. 2853.
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Elmer Golt respectfully represents:

FIRST

That he purchased at public sale on 16th., day of May 1931 in Centreville, Queen Anne's County, the real estate described as Parcel No. 1, at and for the sum of $6700.00, and complied with the terms of sale all of which will appear by the Trustees Report of Sale filed May 21st., 1931.

SECOND

That your Petitioner is desirous that the title for the said property be made in the name of John K. Valliant and Lulu B. Valliant; and therefore prays that the said John K. Valliant and Lulu B. Valliant as tenants by entireties be substituted in the place of your Petitioners, the said Elmer Golt.

Respectfully submitted,

ELMER GOLT
Petitioner.

Filed Aug. 6th, 1931.

We hereby consent to having our names substituted for the name of the said Elmer Golt as Grantees in the deed to be made for said property.

JOHN K. VALLIANT

LULU B. VALLIANT

We hereby consent to the substitution of John K. Valliant & wife in place of Elmer Golt

L. WETHERED BARROLL)
) TRUSTEES.
HERBERT E. PERKINS.)

ORDER OF COURT

Upon the aforegoing Petition and Written Consent, It is Hereby Ordered, this 24th day of July, 1931, by the Circuit Court for Queen Anne's County, In Equity, that the names of John K. Valliant and Lulu B. Vallaitn, as tenants by entireties be substituted in the place of the name of Elmer Golt as owners of the said property mentioned in these proceedings.

LEWIN W. WICKES

Filed Aug. 6th, 1931.

H3858o

ORDER OF COURT
Filed Aug. 6th, 1931.

FINAL ORDER OF RATIFICATION.

Ordered by the Circuit Court for Queen Anne's County, In Equity, this 1st day of August 1931, that the sale made and reported by L. Wethered Barroll and Herbert E. Perkins, Trustees, aforesaid, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and L. Wethered Barroll and Herbert E. Perkins, Trustees, are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the auditor.

LEWIN W. WICKES.

Filed Aug. 6th, 1931.

REPORT AND ACCOUNT OF
THE AUDITOR
Filed Aug. 12th, 1931.

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

Nannie B. Skipper and
Ida Skipper Parks,

vs.

Harry P. Skipper et al.

Cause No. 2853.

To the Honorable, the Judges of said court:

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

That he finds from an examination of the proceedings of this cause

(1) That Thomas H. Skipper died intestate in 1929 seized and possessed of the real estate which has been sold in this cause leaving as his heirs at law his widow, Nannie B. Skipper, a sister, Ida Skipper Parks, a sister and Harry P. Skipper, a brother, all of whom are parties to this cause, and

(2) at the time of the sale of this cause and/or at the date of the decree said Nannie B. Skipper owned one undivided had part of said land, Ida Skipper Parks owned one undivided fourth part of said land and Harry P. Skipper owned one undivided fourth part of said land and

(3) that the sale was made for the purpose of division of the net sales between them according to the stated proportions in which they owned said land.

The auditor has stated the annexed account by first charing L. Wethered Barrool and Herbert E. Perkins, the trustees making the sales, with the gross amount of the sales made and reported by them and then by allowing thereout unto the said trustees their commissions for making the sales per the rule of court, the costs of advertising the notices of sale and the several orders nisi of the cause, the charges of their auctioneer for crying the sales, the costs of their bond, the court costs, costs of advertising the order nisi to be passed as to this report and account and the fee of the auditor.

The balance of the sales charged remaining after these allowances is the net amount of the sales and is then by the within account distributed to the above named heirs at law of Thoms H. Skipper accoring to the proportions mentioned.

Which is respectfully submitted,

MADISON BROWN Auditor.

August 10, 1931.

Cause 2853.

The proceeds of the sales of the real estate of Nannie B. Skipper, Ida Skipper Parks and Harry P. Skipper, heirs at law of Thomas H. Skipper, deceased, in account with L. Wethered Barroll and Herbert E. Perkins, trustee appointed by the decree of this cause to sell said real estate.

1931 Cr.
May 16

By amount of the gross sales of said real estate per report of sales filed, to wit:.....$6,800.00

Dr.

To L. Wethered Barroll and Herbert E. Perkins, trustees, for their commissions for making the sales reported, per rule of court, the sum of		$317.00
To do., for the costs of advertising the notice of sale in Chestertown Transcript per receipted account for same produced...		10.00
To do., for the costs of advertising the notice of sale and order nisi on the sale in Centreville Record, per receipted account for same produced, the sum of		24.12
To do., for the cost of advertising the sale in Kent News per receipted account for same produced, the sum of		10.00
To do., to pay the charges of their auctioneer for cryin_ the sales reported the sum of		20.00
To do., for the costs of their bond with corporate surety thereon filed herein paid said surety per receipt for same produced...		21.00
To do., for the court costs of this cause per statement of costs of the clerk of the court produced, as follows, to wit:.....		
Costs of B. H. Turner, clerk,.....	$24.50	
Appearance fee of L. W. Barroll and H. E. Perkins...	10.00	
Costs of J. E. Anthony, sheriff, ...	.60	
Costs of H.B.W. Mitchell, examiner,.....	8.00	
Costs of V. M. Crowl, stenographer,.....	5.00	
Fees of witnesses before the examiner,.....	2.25	50.35
To do., for the costs of advertising the order nisi to be passed as to this account, the sum of		3.00
To Madison Brown, auditor, for stating this account, ...		9.00
To balance carried forward and distributed, ...		6,335.53
		$6,800.00 $6,800.00

Cause 2853.

Cr.

By amount brought forward for distribution,..... $6,335.53

Dr.

To Nannie B. Skipper, widow of Thomas H. Skipper, one-half of said balance, to wit: the sum of.....	$3,167.76
To Ida Skipper Parks, sister of Thomas H. Skipper, one-fourth of said balance, to wit: the sum of	1,583.88
To Harry P. Skipper, brother of Thomas H. Skipper, one-fourth of said balance, to wit: the sum of	1,583.89
	$6,335.53 $6,335.53

MADISON BROWN

August 10, 1931. Auditor.

NISI RATIFICATION OF AUDIT

Nannie B. Skipper and Ida Skipper Parks	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Harry P. Skipper et al.	)	IN EQUITY
	)	CASE No. 2853.

ORDERED, This 12th. day of August 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 5th day of September, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of August 1931 in some newspaper printed and published in Queen Anne's County.

Filed Aug. 12th. 1931. B. HACKETT TURNER Clerk.

H3858o

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Sept. 8th, 1931.

NISI RATIFICATION OF AUDIT

Nannie B. Skipper and Ida Skipper Parks
VS.
Harry P. Skipper, et al.

In The Circuit Court for Queen Anne's County In Equity Case No. 2853.

ORDERED, This 12th day of August 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 5th day of September, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of August 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Aug. 12th 1931.

THE CENTREVILLE RECORD

Centreville, Md., Sept. 8th, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the case of Skipper et al vs. Skipper et al Cause No. 2853, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 29th day of August in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

Clerk's Certificate.

Nannie B. Skipper et al.	In the Circuit Court for
Vs.	Queen Anne's County, in
Harry P. Skipper.	Equity.
	No. 2853. Chy.

I hereby certify that no objections to the ratification of the Audit have been filed in the above entitled proceedings, and that all taxed costs, as stated in the Auditor's Account filed in this cause on the 12th. day of August, 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 8th. day of Sept. 1931.

Seal's
Place.

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

FINAL ORDER OF COURT
Filed Aug. 10th, 1931.

Ordered this 8th day of September 1931, by the Circuit Court for Queen Anne's County In Equity, that the aforegoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, and that the Trustee apply the proceeds accordingly, with a due proportion of interest, as the same has been or may be recieved.

Filed Aug. 10th, 1931.

LEWIN W. WICKES
Judge of said Court.

K38580

385

M3580

Cause No. 2870.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the nineteenth day of May, in the year nineteen hundred and thirty one, the following Order to Docket suit was filed for record, to wit:

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

William B. Earle, assignee of mortgage, ...	)	
versus	)	
A. Frank Golt senior, Mary A. Golt, his wife,	)	Cause No.
James B. Collier and Pearl E. Collier, his wife,	)	
mortgagors.	)	

To B. H. Turner, Clerk:

Docket suit forthwith on your Chancery Docket in the above court in accordance with the above titling.

File in the papers thereof a certified copy of the mortgage herein mentioned and the assignments thereof.
The mortgage mentioned was given by A. Frank Golt, senior and Mary A. Golt, his wife, James B. Collier and Pearl E. Collier, his wife, bears date January 9, 1919 and has been recorded in Liber J. F. R. No. 1, a land record book of your office on folio 540 and was given to R. Harrison Collins, trustee of Willie Wickes Earle, who assigned it unto Elizabeth Wickes Earle who assigned it to William B. Earle.
File in the papers of this case the accompanying bond given by William B. Earle unto the State of Maryland in the matter of the foreclosure of said mortgage to be done in said cause after you have approved the bond.
Enter my appearance for the plaintiff.

MADISON BROWN

CERTIFIED COPY OF BOND
Filed May 19th, 1931.

Queen Anne's County, to wit: Be it remembered that on the nineteenth day of May, in the year 1931, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENT; that we, William B. Earle, of Queen Anne's County, in the State of Maryland, as principal 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 the authority in law to become the sole surety on the bonds of trustees, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand five hundred dollars, lawful money of the United States of America, to be paid to the said state of Maryland or to its certain attorney, to which payment well and truly to be made and done we bind ourselves and 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 fifteenth day of May, in the year nineteen hundred and thirty.

WHEREAS A. Frank Golt, senior, and Mary A. Golt, his wife, James B. Collier and Pearl E. Collier, his wife, by a mortgage d dated January 9, 1919, and recorded in Liber J. F. R. No. 1, a land record book of Queen Anne's County aforesaid, on folio 540, made to secure the payment of the sum of twenty five hundred dollars with certain interest, did grant the land therein described unto R. Harrison Collins, trustee of Willie Wickes , later Willie Wickes Earle, who, by assignment dated April 24, 1931, duly recorded did assign said mortgage unto Elizabeth Wickes Earle, who, by assignment made on the date last mentioned and duly recorded, did assign said mortgage unto the said William B. Earle.

WHEREAS default has occurred in the covenants of said mortgage by reason of the non-payment of the principal mortgage debt therein specified, by reason of the non-payment of certain interest due and in arrear thereon and by reason of the non-payment of the state and county taxes levied for the year 1930 on the mortgaged property at the time provided for the payment of the same and the said William B. Earle, as assignee of said mortgage, is about to sell the mortgaged property under and by virtue of the power of sale therein contained to be exercised by the said mortgagee and/or his assigns in case of default in the covenants of said mortgage as recited.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William B. Earle do and shall well and faithfully perform the trust that is reposed in him by said mortgage and/or shall well and truly abide by and fulfill any order or decree which shall be made by any Court of equity in relation to the sale of said mortgaged property or the proceeds thereof then this obligation shall be void; otherwise the same shall remain in full force and virtue in law.

William B. Earle. (SEAL)
American Surety Company of New York
By Madison Brown
Its attorney in fact.

Signed, sealed and de-
livered in the presence
of Etta T. Nelson
Countersigned: J. Lemuel Roberts.

Seal's
Place.

And on the back of the aforegoing bond was thus endorsed, to wit:-
Security approved and Bond filed May 19th. 1931.
B. Hackett Turner, Clk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 141, 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 May, in the year 1931.

B. HACKETT TURNER
Clerk.

Seal's
Place.

CERTIFIED COPY OF MORTGAGE
Filed May 19th, 1931.

#6812. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the fifteenth day of January, in the year nineteen hundred and nineteen, the following MORTGAGE was brought to be recorded, to wit:

THIS MORTGAGE, made this Nineth day of January in the year nineteen hundred and nineteen by A. Frank Golt and Mary A. Golt, his wife, and James B. Collier and Pearle E. Collier, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, R. Harrison Collins, of Kent County, State aforesaid, Trustee of Willie Wickes, now Willie Wickes Earle, in pursuance of an order of the Circuit Court for Kent County in Equity, passed in the estate of Willie Wickes, on the seventh day of January, in the year nineteen hundred and nineteen, has lent unto the said A. Frank Golt Sr. and James B. Collier the sum of twenty five dollars of the money of his cestuique trust mentioned in said order, and by the terms of said loan and said order the said principal sum of twenty five hundred dollars is to be due and payable three years from the date of this mortgage, with interest at the rate of six per cent per annum payable semi-annually from the date of this mortgage, with interest at the rate of six per cent per annum payable semi-annually from the date of this mortgage, and it was a condition precedent to said loan that the prompt payment of said principal sum and the interest to accrue thereon should be secured and assured by the execution of these presents; said loan having been made to said mortgagors for the purpose of paying the unpaid purchase money owing by them on the land hereinafter conveyed, and so applied by them

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of one dollar the said A. Frank Golt Sr. and Mary A. Golt, his wife, and James B. Collier and Pearle E. Collier, his wife, do hereby grant and convey unto R. Harrison Collins, Trustee of Willie Wickes, his heirs, successors and assigns, in fee simple ALL that lot, tract or part of a tract of land called "Bishopton", situate, lying and being in the Second Election District of Queen Anne's County aforesaid, on the east side of the public road leading from Church Hill to Chestertown and adjoining on the South and west the lands formerly owned by Henry Veney, and the lands of Samuel Harris and Phyllis Harris, on the north by the lands of Woodland P. Finley and on the east and south by the lands of James Brown and the lands of James B. Meredith recently purchased by Edwin S. Valliant, and containing thirty acres of land, more or less, and being the same land granted and conveyed unto Albert Morten and Mary Morten, his wife, as tenants by the entireties, by James P. Crossley and Mary E. Crossley, by deed dated the eighteenth day of August in the year nineteen hundred and eight, and recorded in Liber S. S. No. 5, folios 196 etc., 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 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.

13580

shall pass to the purchaser of said property.

PROVIDED, that if the said A. Frank Golt Sr and James B. Collier, their heirs, executors, administrators or assigns shall well and truly pay to the said R. Harrison Collins, his successors, executors, administrators or assigns the aforesaid sum of twenty five 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 A. Frank Golt Sr. and James B. Collier, their heirs and assigns shall possess said property.

AND the said A. Frank Golt Sr. and James B. Collier for themselves their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the insurable value thereof in some Company or Companies approved by the said R. Harrison Collins, Trustee, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

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

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said executors, administrators, successors or assigns, or 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 indebtendess, 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 A. Frank Golt Sr. and James B. Collier, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness their hands and seals

Test:	A. Frank Golt	(SEAL)
	Mary A. Golt	(SEAL)
John N. Sparks.	James B. Collier	(SEAL)
	Pearl E. Collier	(SEAL)

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

I hereby certify that on this ninth day of January in the year nineteen hundred and nineteen, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared the said A. Frank Golt Sr. and Mary A. Golt, his wife, and James B. Collier and Pearle E. Collier, his wife, and did each acknowledge the aforegoing mortgage to be their respective act and deed.

John N. Sparks,
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this 15th day of January, in the year nineteen hundred and nineteen, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Edwin H. Brown Attorney and Agent for R. Harrison Collins, Trustee for Willie Wickes, and made oath in due form of law

that the consideration in the aforegoing mortgage is true and bona fide as therein set forth; and further made oath in due form of law that he is the attorney and agent of R. Harrison Collins and is duly authorized and empowered to make the aforegoing affidavit.

C. S. Jump
Justice of the Peace.

Queen Annes County, to wit: Be it remembered that on the first day of May, in the year 1931, the following assignments were brought to be recorded, to wit:

Pursuant to the order of the Circuit Court for Kent County, State of Maryland, sitting as a Court of Equity passed April 24, 1931, in a Cause in said Court entitled "In the Trust Estate of Willie Wickes" and numbered "1456 Equity Cause", I hereby assign and transfer the within aforegoing mortgage unto Elizabeth Wickes Earle. The amount due by said mortgage is the principal debt of two thousand dollars with interest thereon from July 9, 1930.

Witness my hand and seal this 24th. day of April, in the year one thoudand nine hundred and thirty-one.

Test: Charlotte C. Elliott. R. Harrison Collins (SEAL)
Trustee of Willie Wickes.

For value received, I hereby assign the within and aforegoing mortgage unto William B. Earle.

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

Test: Madison Brown. Elizabeth Wickes Earle (SEAL)

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber J. F. R. #1, folios 540 etc., a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 19th. day of May, 1931.

Seal's Place.

B. HACKETT TURNER
C L E R K

REPORT OF SALE
Filed June 2nd, 1931.

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

William B. Earle, assignee of mortgage,
versus
A. Frank Golt, sr., Mary A. Golt, his wife,
James B. Collier and Pearl E. Collier, his wife.

Cause No. 2870.

To the Honorable, the Judges of said Court:

The report of William B. Earle, the plaintiff of above cause, who hereinafter refers to himself as "the vendor" unto Your Honors respectfully sets forth:

1. That A. Frank Golt, senior, Mary A. Golt, his wife, James B. Collier, Pearl E. Collier, his wife, by a mortgage dated January 9, 1919, and recorded among the land record books of said county in Liber J. F. R. No. 1, on folio 540, made to secure the payment of a debt therein specified, did convey certain land unto R. Harrison Collins, trustee of Willie Wickes who, by assignment dated April 24, 1931, did assign said mortgage unto Elizabeth Wickes Earle who, by assignment dated April 24, 1931, did assign said mortgage unto the vendor, the said William B. Earle.

2. That prior to the day of sale hereinafter mentioned default did occur and was existent on the day of sale in the terms of said mortgage by reason of the non-payment of the mortgage debt secured by said mortgage by reason of the non-payment of certain interest covenanted by the said mortgagors in said mortgage to be paid and by reason of the non-payment of the state and county taxes of the year nineteen hundred and thirty by the terms of said mortgage covenanted to be paid by the mortgagors on December 31, 1930.

3. That prior to the day of sale hereinafter mentioned your vendor gave notice of the time, place, manner and terms of sale hereinafter mentioned by advertisement in the Centreville Record, a newspaper published in said county, for more than twenty days previous to said day of sale, said notice of sale appearing once a week for four successive weeks before the day of sale in the editions issued of said paper which is a newspaper issued weekly; a copy of said advertisement of sale, certified to as to publication by the publishers of said paper is filed here-

H3580

with as part hereof.

4. That prior to the day of sale hereinafter mentioned, to wit: on May , 1931, the vendor filed with the Clerk of this court his bond to the state of Maryland in the penal sum of twenty five hundred dollars with the American Surety Company of New York as surety thereon, conditioned as is required by law for the sale of the mortgaged property under the power of sale which is contained in said mortgage, a copy of which has been filed in this cause, and said bond was duly accepted, approved and filed by said Clerk at the time of the filing of same.

5. That on May 26, 1931, at the hour of two thirty o'clock P. M., the time of sale named in said advertisement, the vendor, pursuant to said notice of sale did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, and then and there proceeded to make sale of the mortgaged property (hereinafter described) in execution of the power and authority conferred upon him by the terms of said mortgage as assignee thereof and because of the defaults mentioned in the following manner, to wit:

The vendor, after the sale has been announced and called by J. E. Anthony, the auctioneer, first read the notice of sale and then announced that the property would be sold under said terms; the property was then offered at public sale to the highest bidder to the highest bidder and was then and there in execution of said power did sell the mortgaged property at and for the sum of fifteen hundred dollars unto your vendor, the said William B. Earle who was then and there the highest bidder for said property, who, being the holder of the mortgage, has not complied with the terms of sale but will do so when proper.

6. That the property sold is the same described in said mortgage and consists of all that farm known as "The Frank Golt Farm", "The Medford Nelson Farm" situated on the right side of the state road from Church Hill to Chestertown opposite the Woodland P. Finley Farm adjoining the lands of James Brown, the Henry Veney Property and the Samuel Harris Property-containing thirty acres of land, more or less.

Which is respectfully submitted.

WM. B. EARLE

Assignee Vendor.

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

I hereby certify that on this 2nd day of June in the year nineteen hundred and thirty one before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County personally appeared William B. Earle, above named assignee and vendor and he did make oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated and that the sale therein described and mentioned was fairly made.

B. HACKETT TURNER

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

Filed June 2nd. 1931.

CERTIFICATE OF PUBLICATION OF SALE
Filed June 2nd, 1931.

MORTGAGE SALE
of
SMALL FARM
near Church Hill

Default having occued in the covenants of a mortgage dated January 9, 1919, and recorded in Liber J. F. R. No. 1, on folio 540, a land record book of Queen Anne's County, Maryland, given by A. Frank Golt, senior, Mary A. Golt, James B. Collier, Pearl E. Collier, to R. Harrison Collins, trustee, an now held by me the undersigned, as assignee, I, undersigned, will sell at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 26th, 1931 At the hour of 2:30 O'clock P. M. ALL THAT FARM known as "The Frank Golt Farm", "The Medford Nelson Farm" situated on the right side of the state road from Church Hill to Chestertown opposite the Woodland P. Finley Farm, adjoining the lands of James Brown, the Henry Veney Property and the Samuel Harris Property and containing 30 Acres of Land more or less. Now in occupancy of Taylor Frank. The land is fully described in the mortgage. The improvements consist of 2½ story frame DWELLING HOUSE in good condition, stable, nice implement shed and wood house. The land contains a lot of nice fruit trees in bearing. This farm is nicely located being close to Church Hill and not far from Chestertown and will make a nice farm for the raising of poultry, fruits and truck.

TERMS OF SALE

One-third cash at time of sale, balance in one and two years from day of sale or all cash on ratification of sale with interest from day of sale at option of purchaser; all deferred payments to bear interest from the day of sale to be secured by the note or notes of the purchaser with security thereon to meet the approval of undersigned.
Possession will be given on compliance with terms of sale.

WILLIAM B. EARLE, Assignee,
MADISON BROWN, Attorney.
Centreville, Md.
J. E. ANTHONY, auctioneer.
4t-April 30.

THE CENTREVILLE RECORD

Centreville, Md., May 26 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Wm. B. Earle, Assignee vs. Golt a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and publishedat Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st insertion April 30/31) before the 26 day of May in the year 1931

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

N I S I

William B. Earle, Assignee of mortgage	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
A. Frank Golt, Sr. and Mary A. Golt, his wife, James B. Collier and Pearl E. Collier, his wife.	)	IN EQUITY CHANCERY NO. 2870.

ORDERED, This 2nd. day of June, A. D., 1931, that the sale of the real estate made and reported in this cause by Wm. B. Earle, Assignee-vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th. day of August, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 6th. day of July next.

The Report states the amount of sales to be $1500.

B. HACKETT TURNER Clerk.

Filed June 2nd. 1931.

STATEMENT OF DEBT
Filed May 5, 1932.

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

William B. Earle, assignee,	)	Cause No. 2870.
vs.	)	
A. F. Golt, senior, et al.	)	

Statement of Mortgage Debt.

A. Frank Golt and James B. Collier, mortgagors, to William B. Earle, assignee, DR.

To the amount of the mortgage debt due by the mortgage from said mortgagors and others to R. Harrison Collins, trustee, dated January 9, 1919, and recorded in Liber J. F. R. No. 1 a land record book of said County, on folio 540. On April 24, 1931, date of the assignment made by the mortgagee, and on May 26, 1931 the date of the sale mentioned in this cause, per said assignment which was made unto Elizabeth Wickes Earle who assigned the same to said William B. Earle $2000.00

To interest on said sum from July 9, 1930, per said assignment to May 26, 1931, date of sale 105.66

1931, May 26, day of sale of this cause, total debt due $2105.66

Cr. By rents collected of the property between assignment to William B. Earle and before day of sale 30.00
$2075.66

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

I hereby certify that on this fifth day of May in the year nineteen hundred and thirty two before me the subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Madison Brown, the attorney of William B. Earle, the assignee mentioned in the above cause and the vendor making the sale reported in said cause, and he did make oath in due form of law that the aforegoing statement is a true statement of the mortgage indebtedness due under the mortgage mentioned and described in the aforegoing cause on the day of sale thereof to the best of his knowledge and belief.

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

CERTIFICATE OF ADVERTISEMENT
OF ORDER NISI
Filed May 5, 1932.

ORDER NISI

William B. Earle, Assignee of mortgage
VS.
A. Frank Golt, Sr. and Mary A. Golt, his wife, James B. Collier and Pearl E. Collier, his wife.

In the Circuit Court for Queen Anne's County in Equity Chancery No. 2870

ORDERED, This 2nd day of June, A. D. 1931, that the sale of the real estate made and reported in this cause by Wm. B. Earle, Assignee-vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of August, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 6th day of July next.

The Report states the amount of sales to be $1500.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed June 2, 1931.

THE CENTREVILLE RECORD

Centreville, Md., May 5 1932

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of William B. Earle, assignee of mortgage vs. A. Frank Golt sr. & others cause No. 2870 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 6 day of July in the year 1932.

THE CENTREVILLE RECORD PUBLISHING CO.
By Wm. P. Brown

ORDER OF COURT RATIFYING SALE
Filed May 11, 1932.

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

William B. Earle, assignee,)
vs.) Cause No. 2870.
A. F. Golt, et al.,)

Ordered on this fifth day of May in the year nineteen hundred and thirty two by the Circuit Court for Queen Anne's County sitting as a Court of Equity, that the sale of the mortgaged real estate of A. Frank Golt and James B. Collier and others made by William B. Earle as assignee of the mortgage from them mentioned and described in the proceedings of the above entitled cause and set forth in the within and aforegoing report of sale be and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown although notice appears

to have been given in accordance with the order nisi passed in this cause on the second day of June, 1931, in relation to said sale.

It appearing that Madison Brown, auditor of this court, is acting as the attorney of the said William B. Earle, assignee in the above cause, the papers of the above entitled cause are hereby referred to Edwin H. Brown Jr. as special auditor with instructions to him to state and return to this Court an audit or account between the account of sales of this cause and the said vendor. And it is further that Madison Brown be and he is hereby appointed trustee without bond to convey the property sold unto the purchaser, William B. Earle, who is the vendor-upon being satisfied of payment of the purchase money.

Filed May 11th, 1932. THOMAS J. KEATING

REPORT AND ACCOUNT
OF THE AUDITOR
Filed May 11, 1932.

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

William B. Earle, assignee of mortgage,
vs.
A. Frank Golt, senior, Mary A. Golt, his wife,
James B. Collier and Pearl E. Collier, his wife.

Cause No. 2870.

To the Honorable, the Judges of said Court:

The report of Edwin H. Brown, junior, the special auditor to whom the papers of this cause have been referred for the purpose of an account, unto Your Honors respectfully sets forth:

That he has stated the within account firstcharging William B. Earle, the party making the sale of this cause, and thereout allowing him as follows:

His commissions for making the sale per terms of the mortgage, the cost of advertising the sale and the several orders nisi of the cause, the taxes which were in arrear on the property sold at the time of the sale paid by him, the charge of the auctioneer for crying the sale, the Court cost of the cause, the cost of his bond, and the fee of the auditor.

This proceeding is one had for the collection of a mortgage debt by sale of the mortgaged property under a power of sale contained in the mortgage of this cause and the amount of the sale is not sufficient to pay the cost of sale and the mortgage debt in full and the balance of the sale remaining after the above allowances is the net amount to be applied to the mortgage debt and is in the within account distributed unto William B. Earle as assignee of the mortgage on account of his claim.

The auditor appends below a statement showing the amount due said assignee after the application to his debt of the net sale of this cause.

Which is respectively submitted.

May 6, 1932. EDWIN H. BROWN JR.
Special Auditor.

STATEMENT OF MORTGAGE DEBT.

A. Frank Golt, senior, and James B. Collier, mortgagors,
to William B. Earle, assignee, DR.

1931 May 26	To amount of mortgage debt due this date (day of sale) under the mortgage described in this cause, per statement of debt filed	$2075.66
	By amount distributed to the debt in this account	1278.75
	To balance due same bearing interest from May 26,1931	$ 796.91

Cause No. 2870.

The proceeds of the sale of the mortgaged real estate of A. Frank Golt, senior, James B. Collier and others, mortgagors making the mortgage described in this cause, in account with William B. Earle, assignee of said mortgage, the vendor making the sale reported in this cause.

CR.

1931 May 26	By gross amount of the sale made and reported in this cause per report filed June 2, 1931, to wit: the sum of	$1500.00

H3850

DR.

" " To William B. Earle, vendor, for his commissions for making the sale per terms of the mortgage, to wit:		$ 97.50
To do., for the cost of advertising in the Centreville Record notice of the sale and order nisi on sale, per account for same receipted, exhibited, to wit:		27.50
To do., for the amount of State and County taxes on the property sold for year 1930 paid by him, per tax statement receipted and exhibited, to wit:		43.00
To do., for amount paid J. E. Anthony, auctioneer, for crying the sale made, per his receipt for same exhibited, to wit: the sum of		5.00
To do., for the Court costs of this suit, per Clerk's statement, to wit:		
Cost of B. H. Turner, clerk.	$18.75	
Appearance fee of Madison Brown . . .	10.00	28.75
To do., for the cost of his bond paid the corporate surety thereon, per receipt for same appears, to wit:		10.00
To do., for the cost of advertising the order nisi to be passed as to this account, to wit:		5.00
To Edwin H. Brown, junior, special auditor, for stating this account, to wit: the sum of		4.50
	$221.25	
To balance carried below, being net sale	1278.75	
	$1500.00	$1500.00

CR.

By balance brought down		$1278.75
DR.		
To William B. Earle, assignee of the mortgage mentioned in part payment of his claim due on day of sale thereunder, this balance	$1278.75	
	$1278.75	$1278.75

May 6, 1932.

EDWIN H. BROWN JR.
Special AUDITOR.

NISI RATIFICATION OF AUDIT

William B. Earle, Assignee of Mortgage VS. A. Frank Golt, Sr. Mary A. Golt, his wife. James B. Collier and Pearle E. Collier, his wife.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE NO. 2870.

ORDERED, This 11th. day of May, in the year nineteen hundred and thirty two 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 fourth day of June, 1932; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of May, 1932 in some newspaper printed and published in Queen Anne's County.

Filed May 11th. 1932. B. HACKETT TURNER Clerk.

CERTIFICATE OF NISI RATIFICATION
OF AUDIT
Filed Sept. 3, 1932.

NISI RATIFICATION OF AUDIT.

WILLIAM B. EARLE, ASSIGNEE OF
MORTGAGE

vs.

A. FRANK GOLT, SR., MARY A. GOLT,
his wife.
JAMES B. COLLIER and PEARLE E. COLLIER,
his wife.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY CASE NO. 2870

ORDERED, This 11th day of May in the year nineteen hundred and thirty-two, 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 fourth day of June, 1932; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of May, 1932 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed-May 11th, 1932.

THE CENTREVILLE OBSERVER

Centreville, Md., Aug. 17 1932

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William B. Earle, Assn. vs. A. Frank Golt, sr. 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 12th day of May 1932,

THE CENTREVILLE OBSERVER PUBLISHING CO.
By BERTHA G. DURNEY

FINAL ORDER OF COURT RATIFYING AUDIT.
Filed Sept. 6, 1932.

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

William B. Earle, assignee,	(	
	)	
vs.	(	Cause No. 2870.
	)	
A. Frank Golt, et al.	(	

It is on this sixth day of September, 1932 by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the within and aforegoing report and account of Edwin H. Brown, junior, special auditor, filed in the above proceedings 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 give_ in accordance with the order nisi passed in this cause May 11, 1932 in relation to said report and account and William B. Earle, the party making the sale reported in the above cause be and is hereby authorized and directed to apply the proceeds of sale in accordance with said report and account with a due proportion of interest received and/or to be received on credit sale to the commissions of the vendor making the sale and to the mortgage debt.

THOMAS J. KEATING

Filed Sept. 6th, 1932.

H38580

M3858

Cause No. 2875.

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

HENRY H. EVANS AND H. B. W. MITCHELL, ASSIGNEE OF MORTGAGE, VS. WILLIAM T. HUFNAL AND OLIVE S. HUFNAL, HIS WIFE, MORTGAGORS.	)	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 and file certified copy of mortgage from William T. Hufnal and Oliver S. Hufnal, his wife, to John H. Evans dated the ninth day of May, 1918, and recorded in Liber W. F. W. No. 11 folio 536, a land record book for Queen Anne's County, together with the assignments of said mortgage.

H. B. W. MITCHELL
ATTORNEY FOR HENRY H. EVANS AND H. B. W. MITCHELL, ASSIGNEES OF MORTGAGE.

CERTIFIED COPY OF MORTGAGE
Filed Aug. 3rd, 1931.

::::::::::::::::::::::::::::::::
#6453. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the eleventh day of May, in the year nineteen hundred and eighteen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, Made this ninth day of May, in the year nineteen hundred and eighteen, by William T. Hufnal and Olive S. Hufnal, his wife, of County of Philadelphia, State of Pennsylvania, parties of the first part, and John H. Evans, of Queen Anne's County, in the State of Maryland, party of the second part.

WHEREAS, the said William T. Hufnal is justly indebted unto the said John H. Evans in the full and just sum of eleven thousand dollars, ($11,000.00), cash loaned and advanced by the latter to the former, the agreement as to the repayment of said sum and interest thereon being as follows, to wit: it is hereby agreed that said principal sum shall be repaid unto the said John H. Evans at the expiration of three years from the date of this mortgage, and that the interest thereon from the date of this mortgage shall be paid unto the said John H. Evans during said period of time semi-annually at the rate of six per centum per annum;and

WHEREAS it was a condition precedent to said loan that this mortgage should be given to secure the said principal sum and the interest thereon to accrue and be paid as aforesaid.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of one dollar, the said William T. Hufnal and Olive S. Hufnal, his wife, do hereby grant and convey unto the said John H. Evans, his heirs and assigns forever, in fee simple, ALL that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the left of the public road leading from the Centreville-Carville Station Road to the Brick School House and the Brick School House Road, and called or known as "The McCosh Farm", "The Emma Rolph Farm", and composed of tracts or parts of tracts of land called or known as "Lentley", "Pleasant Springs", and adjoining the "Tanyard Farm" of Nannie McK. Jacobs, the "Duhamel Farm" of Henrietta McK. Holton, and the "Baynard Farm" of said Nannie McK. Jacobs, and containing 206 acres, [illegible] roods and 26 perches of land, more or less; being the same farm or tract of land which was granted and conveyed unto the said William T. Hufnal by M. Emma Rolph and William E. Rolph, her usband, by deed bearing date on the day of May, nineteen hundred and eighteen, and intended to be filed for record among the land record books of Queen Anne's County so that the same may be recorded immediately preceding this mortgage, which is given to secure a part of the purchase money paid by the said William T. Hufnal unto the said M. Emma Rolph for said land so conveyed by her to him, the delivery of said deed and of this mortgage being made at the same time and in such a manner as to form one and the same transaction.

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

AND the said William T. Hufnal, for himself, his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the full insurable value thereof in some Company or Companies approved by the said John H. Evans, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

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

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said John H. Evans, his executors, administrators, or assigns, or James T. Bright their said Attorney, shall not be required to receive and accept the principal and interest of said Mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said William T. Hufnal, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

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

Test as to William T. Hufnal is J. McK. Tilghman.	WILLIAM T. HUFNAL	(SEAL)
	OLIVE S. HUFNAL	(SEAL)

Test as to Olive S. Hufnal is
F. L. Fahl
F. N. Jardine

State of Maryland, Queen Anne's County, Sct: I hereby certify that on this ninth day of May, in the year nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William T. Hufnal, the within and above named mortgagor, and he did acknowledge the aforegoing mortgage to be his act.

J. McK. Tilghman
Justice of the Peace.

State of Pennsylvania, County of Philadelphia, Sct: I hereby certify that on this ninth day of May, nineteen hundred and eighteen, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Philadelphia, duly commissioned and qualified according to law, personally appeared Olive S. Hufnal, one of the mortgagors above named, and she did acknowledge the aforegoing mortgage to be her act.

In testimony whereof I do hereunto subscribe my name and affix my seal notarial the day and year first hereinbefore written.

Frank N. Jardine Notary Public

Frank N. Jardine
Notary Public.
Commission Expires March 23, 1921.

Notary
Seal
Public.

State of Maryland, Queen Anne's County, Sct: I hereby certify that on this tenth day of May, nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Lemuel Roberts, Agent for John H. Evans, the within named mortgagee, and he made oath in due form of law tht the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth and he did further make oath that is the agent of the said John H. Evans.

J. McK. Tilghman
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the Twenty Sixth day of January in the year 1924, the following assignment was brought to be recorded, to wit:

Whereas the within mortgage from William T. Hufnal and Olive S. Hufnal to John H. Evans was by the last Will and Testament of the said John H. Evans bequeathed to his widow, Sallie H. Evans, and whereas, by an order passed by the Orphans Court for Queen Annes County in the matter of the estate of John H. Evans, the administrators C. T. A. of John H. Evans were authorized and directed to assign said mortgage to the said Sallie H. Evans.

Now, Therefore, for value received, we hereby assign the within and aforegoing mortgage to Sallie H. Evans. As witness our hands and seals this 25th day of January, in the year nineteen hundred and twenty four.

Test as to both
Rolph Townshend

Sallie H. Evans (Seal) administrators C. T. A. of
Sidney H. Townshend (SEAL) John H. Evans.

Queen Anne's County, to wit: Be it remembered that on the second day of July, in the year nineteen hundred and thirty one, the following assignment was brought to be recorded, to wit:

The within and aforegoing mortgage is hereby transferred and assigned to Henry H. Evans and H. B. W. Mitchell for the purpose of foreclosure and collection.

Witness my hand and seal this 2nd day of July, nineteen hundred and thirty one.

Witness: Sallie H. Evans (SEAL)

J. Lemuel Roberts.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 11, folios 536, etc., a land Record Book for Queen Anne's County aforesaid.

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

Seal's
Place.

B. Hackett Turner Clerk.

CERTIFIED COPY OF BOND
Filed Aug. 3rd, 1931.

Queen Anne's County, to wit; Be it remembered that on the third day of August, in the year 1931, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Henry H. Evans and H. B. W. Mitchell, of Queen Anne's County, in the 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 six thousand dollars ($6,000.00) 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 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 first day of August, 1931.

Whereas the said Henry H. Evans and H. B. W. Mitchell are about to execute the power of sale contained in the mortgage from William T. Hufnal and Olive S. Hufnal, his wife, to John H. Evans, and recorded in Liber W. F. W. No. 11, folio 536 &c. a land record book for Queen Anne's County, and dated the ninth day of May, 1918, and by mesne assignments assigned to the said Henry H. Evans and H. B. W. Mitchell for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, the said Henry H. Evans and 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:
Thos. J. Keating, Jr.

Henry H. Evans. (SEAL)
H. B. W. Mitchell (SEAL)
Maryland Casualty Company, a body corporate.
By H. B. W. Mitchell.

Seal's Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed August 3rd. 1931.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 3rd. day of August, in the year 1931.

Seal's Place.

B. HACKETT TURNER Clerk.

STATEMENT OF MORTGAGE DEBT
Filed Aug. 4th, 1931.

HENRY H. EVANS AND H. B. W. MITCHELL, ASSIGNEES OF MORTGAGE,	)	IN THE CIRCUIT COURT
	)	FOR
VS.	)	QUEEN ANNE'S COUNTY,
WILLIAM T. HUFNAL AND OLIVE S. HUFNAL, HIS WIFE, MORTGAGORS.	)	IN EQUITY.

STATEMENT OF MORTGAGE DEBT.

Amount of principal due on mortgage from William T. Hufnal and Olive S. Hufnal, his wife, to John H. Evans and assigned to Sallie H. Evans dated May 9th., 1931, - - - - - - - -			$ 10,000.00
Interest from May 9, '30, to Nov. 9, '30,	$300.00		
Less Credit - - - - - - - - - - - - - - - -	86.00	$214.00	
Interest from Nov. 9, 1930, to Aug. 4th., 1931, 8 months, 26 days, - - - - - - - - -		443.34	
			657.34
			$ 10,657.34
Attorney's commissions provided by said mortgage at 5%			532.87
			$ 11,190.21

138580

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

I hereby certify that on this 4th day of August in the year nineteen hundred and thirty one, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, in and for the State of Maryland, personally appeared Sallie H. Evans and made oath that the within and aforegoing statement of mortgage debt was true as therein set forth to the best of her knowledge and belief.

B. HACKETT TURNER
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Filed August 4th, 1931.

REPORT OF SALE
Filed Aug. 4th, 1931.

HENRY H. EVANS AND H. B. W. MITCHELL, ASSIGNEES OF MORTGAGE,	IN THE CIRCUIT COURT
VS.	FOR
	QUEEN ANNE'S COUNTY,
WILLIAM T. HUFNAL AND OLIVE S. HUFNAL, HIS WIFE, MORTGAGORS.	IN EQUITY.

To the Honorable, the Judges of said Court:

The Report of sale of Henry H. Evans and H. B. W. Mitchell, Assignees of mortgage, from William T. Hufnal and Olive S. Hufnal, his wife, to John H. Evans dated the ninth day of May, nineteen hundred and eighteen, and recorded in Liber W. F. W. No. 11 folio 536, a land record book for Queen Anne's County, and by mesne assignments assigned to the said Henry H. Evans and 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 mortgage by the non payment of the principal indebtedness secured by said mortgage and the interest thereon, and after having given an approved bond for the faithful performance of their 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 Record, a newspaper printed and published in Queen Annne's County, and after having complied with all prerequisites as required by law or the terms of said mortgage, the said Henry H. Evans and H. B. W. Mitchell, Assignees as aforesaid, did attend in front of the Court House door in Centreville, Maryland, Tuesday, August 4th., 1931, between the hours of one thirty o'clock, p. m., and two o'clock p. m., and offered the property described in said mortgage, consisting of all that farm ortract of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the left of the public road leading from Centreville-Carville Station Road to the Brick School House and the Brick School House road, and called or known as "The McCosh Farm", "The Emma Rolph Farm", and composed of tracts or parts of tracts of land called or known as "Lentley", "Pleasant Springs", and adjoining the "Tanyard Farm" of Nannie McK. Jacobs, the "Duhamel Farm" of Henrietta McK. Holton, and the "Baynard Farm" of said Nannie McK. Jacobs, and containing 206 acres and 26 perches of land, more or less, being the same farm or tract of land which was granted and conveyed unto the said William T. Hufnal by M. Emma Rolph and William E. Rolph, her husband, by deed bearing date the ninth day of May, nineteen hundred and eighteen, and recorded in Liber W. F. W. No. 11 folio 535, a land record book for Queen Anne's County, and sold the same to Sallie H. Evans, she being then and there the highest bidder therefor, at and for the sum of eighteen dollars per acre, aggregating for the whole tract of land thirty seven hundred and ten dollars and ninety two cents ($3710.92) Your assignees feel satisfied the purchaser will comply with the terms of sale satisfactorily

It was announced at the day of sale that the annual crops pitched, planted or growing upon said farm at the time of sale would go with said farm to the purchaser thereof, and that the purchaser of said farm would be required to pay all taxes assessed against said farm for the year nineteen hundred and thirty one.

Respectfully submitted,

HENRY H. EVANS

H. B. W. MITCHELL

ASSIGNEES OF MORTGAGE.

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

I hereby certify that on this 4th day of August in the year nineteen hundred and thirty one, before me, the Clerk of Circuit Court for Queen Anne's County, in and for the State of Maryland, personally appeared Henry H. Evans and H. B. W. Mitchell, Assignees of mortgage, and did each make oath in due form of law that the matters and things contained in the within and aforegoing Report of Sale were 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 August 4th, 1931.

CERTIFICATE OF PUBLICATION
OF SALE
Filed Aug. 4th, 1931.

PUBLIC SALE OF FARM

IN THIRD ELECTION DISTRICT OF QUEEN ANNE'S COUNTY.

UNDER AND BY VIRTUE of the power of sale contained in the mortgage from William T. Hufnal and Olive S. Hufnal, his wife, to John H. Evans, dated the 9th day of May, 1918, and recorded in Liber W. F. W. No. 11 folio 536, a land record book for Queen Anne's County, and by mense assignments duly assigned to us for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage, we, the undersigned, will sell at public auction in front of the Court House door, in Centreville, Maryland, on Tuesday, Aug. 4th, 1931 between the hour of 1:30 o'clock P. M., and 2 o'clock, P. M.,

ALL THAT FARM or tract of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the left of the public road leading from the Centreville-Carville Station Road to the Brick School House and the Brick School House Road, and called or known as "The McCosh Farm", "The Emma Rolph Farm", and composed of tracts or parts of tracts of land called or known as "Lently", "Pleasant Springs", and adjoining the "Tanyard Farm" of Nannie McK. Jacobs, the "Dehamel Farm" of Henrietta McK. Holton, and the "Baynard Farm" of said Nannie McK. Jacobs, and containing 206 ACRES AND 26 PERCHES OF LAND more or less, being the same farm or tract of land, which was granted and conveyed unto the said William T. Hufnal by M. Emma Rolph and William E. Rolph, her husband, by deed dated the 9th., day of May, 1918, and recorded in Liber W. F. W. No. 11 folio 534, a land record book for Queen Anne's County, and which said farm and tract of land was conveyed by James T. Bright and Mamie S. Bright his wife, unto Handy Robinson by deed dated 18th of August, 1920, and recorded in Liber J. F. R. No. 5 folio 170, a land record book for Queen Anne's County.

All annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

TERMS OF SALE: Payment of one-third of the purchase money will be required at the time of the sale and the balance in two equal installments of 6 and 12 months from day of sale. All deferred payments to bear interest from day of sale and to be secured by the notes of the purchaser with security to be approved by the undersigned. The purchaser to pay the taxes for the year 1931.

HENRY H. EVANS
H. B. W. MITCHELL
Assignees of Mortgage.

THE CENTREVILLE RECORD

Centreville, Md. Aug. 4th, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Annexed Advertisement in the case of Henry H. Evans and H. B. W. Mitchell, Assignee, of Mortgagors Wm. T. Hufnal and Olive S. Hufnal, his wife a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 4th day of August in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

Filed Aug. 4th, 1931.

143580

N I S I

Henry H. Evans and H. B. W. Mitchell, assignees of Mortgage	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY
William T. Hufnal and Olive S. Hufnal, his wife, Mortgagors	)	CHANCERY NO. 2875.

ORDERED, This fourth day of August A. D., 1931, that the sale of the real estate made and reported in this cause by Henry H. Evans and H. B. W. Mitchell, assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of 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 7th day of September next.

The Report states the amount of sales to be $3710.92

Filed Aug. 4th, 1931. B. HACKETT TURNER Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Oct. 8th, 1931.

NISI

Henry H. Evans and H. B. W. Mitchell,
Assignees of Mortgage
vs.
William T. Hufnal and Olive S. Hufnal,
his wife, Mortgagors

In The Circuit Court for Queen Anne's County In Equity Chancery No. 2875

ORDERED, This fourth day of August A. D., 1931, that the sale of the real estate made and reported in this cause by Henry H. Evans and H. B. W. Mitchell, assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of 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 7th day of September next.

The Report states the amount of sales to be $3,710.92.

B. HACKETT TURNER, Clerk
True Copy,
Test: B. HACKETT TURNER, Clerk.
Filed August 4th, 1931.

THE CENTREVILLE RECORD

Centreville, Md., Oct. 8th 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of Henry H. Evans and H. B. W. Mitchell, Assignees of Mortgage vs. Wm. T. Hufnal and Olive S. Hufnal, 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 four successive weeks before the 7th day of September in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Oct. 8th, 1931. By L. Hopkins

CERTIFIED COPY OF PETITION AND
ORDER OF ORPHANS COURT DIRECTING
MORTGAGE BE ASSIGNED TO SALLIE
H. EVANS.
Filed Oct. 13th, 1931.

In the matter of the
estate of John H. Evans,
deased.

In the Orphans Court
for
Queen Anne's County, Maryland.

To the Honorable, the Judges of said Court:-

The Petition of Sallie H. Evans and Sidney P. Townshend, Administrators C. T. A. of John H. Evans, most respectfully shows unto your Honors:-

That in accordance with Item 2 of the last Will and Testament of the said John H. Evans, he gives and devises unto his beloved wife, Sallie H. Evans, the sum of Eleven thousand Dollars which is secured by a mortgage from William T. Hufnal and Olive S. Hufnal, his wife, bearing date the 9th day of May, 1918, which said mortgage is recorded in the Land Records of said Queen Anne's County in Liber W. F. W. No. 11 Folio 536, together with the interest accrued and remaining unpaid at the time of my death, but in case said mortgage debt shall have been paid prior to my death then in lue thereof I give and bequeath unto my beloved wife the sum of Eleven thousand dollars in cash.

At the time of the death of the said John H. Evans (December 22-1923) there was a credit of One Thousand Dollars paid on the principal of said mortgage reducing the principal sum to Ten thousand Dollars and some interest accrued.

The Administrators C. T. A. of John H. Evans, as aforesaid most respectfully petition this honorable court to pass an order authorizing and directing them as such administrators to assign said mortgage over to the said Sallie H. Evans in accordance with said Item 2 and six of the last Will and Testament of the said John H. Evans, so that the said mortgage shall be held by the said Sallie H. Evans in accordance therewith.

And as in duty bound, etc.,

Sallie H. Evans

Sidney P. Townshend
Administrators C. T. A. of John H. Evans.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 21st day of January in the year nineteen hundred and twenty four, before me the subscriber, a Notary Public, of the State of Maryland, in and for Kent County aforesaid, personally appeared Sidney P. Townshend, one of the Administrators C. T. A. of John H. Evans and made oath in due form of law that the matters and things set forth in the aforegoing petition are true and correct to the best of his knowledge and belief.

As witness my hand and notarial seal.

Place of Seal

Raymond R. Wilkins
Notary Public.

ORDER OF COURT.

The aforegoing Petition and affidavit having been read and considered, it is thereupon this 22nd day of January, in the year nineteen hundred and twenty four, ordered and directed that the Administrators C. T. A. of John H. Evans, execute an assignment of the mortgage mentioned in the aforegoing petition conveying same with all its rights unto the said Sallie H. Evans in accordance with the provisions of Item 2 and 6 of the last Will and Testament of the late John H. Evans.

W. Hopper Gibson

John R. Benton

Chas. E. Cannon

Judges of the Orphans' Court for Queen Anne's County, State of Maryland.

IN THE ORPHANS'COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Petition and affidavit and Order of Court to transfer Mortgage to Sallie H. Evans as filed and passed in this office on January 22-1924 and recorded in Liber W. T. B. No. 2 Folio 104 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 12th day of October 1931.

Seal's
Place.

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

M3580

CLERK'S CERTIFICATE

I, B. Hackett Turner, Clerk, do hereby certify that no exceptions have been filed to the ratification of the sale made and reported in the aforegoing Report of Sale.

B. HACKETT TURNER
Clerk.

Date:- Oct. 9th, 1931.

ORDER OF COURT
Filed Oct. 13th, 1931.

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, on this 12th day of October, 1931, that the sale of the real estate made and reported in this cause by Henry H. Evans and H. B. W. Mitchell, Assignees of Mortgage and Vendors, 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 appears from the preceding order nisi passed in this cause on the 4th day of August, 1931; and the said Assignees of Mortgage and Vendors are allowed the usual commissions, and such other proper expenses as they shall produce vouchers for to the Auditor of this Court.

Filed Oct. 13-1931. Thomas J. Keating.

PETITION FOR APPOINTMENT
OF SPECIAL AUDITOR.
Filed December 18th, 1931.

Henry H. Evans and H. B. W. Mitchell, Assignee of Mortgage, vs. William T. Hufnal and Olive S. Hufnal, his wife, Mortgagors.	)	In the Circuit Court for Queen Anne's County, in Equity, No. 2875.

To the Honorable, the Judges of said Court:

The petition of Henry H. Evans and H. B. W. Mitchell, Assignees of mortgage, to your Honors respectfully sets forth:

The sale of the real estate in the aforesaid cause having been finally ratified and confirmed by this Honorable Court and the purchase money having been fully paid the cause stands ready for an account and audit to be made of the proceeds of the sale.

That Madison Brown, Esq., the Auditor of this Honorable Court, is disqualified to act as Auditor in this case and so states.

Your petitioner, therefore, prays your Honors to pass an order appointing a Special Auditor to state an account and audit in this case and referring the proceedings to him for that purpose.

Respectfully submitted.

H. B. W. MITCHELL
Attorney for petitioners.

ORDERED, this 21st day of December, nineteen hundred and thirty one, on the aforegoing petition of Henry H. Evans and H. B. W. Mitchell, Assignees of mortgage, that Richard T. Earle be, and he is hereby, appointed Special Auditor in the case of Henry H. Evans and H. B. W. Mitchell, Assignees of Mortgage, vs. William T. Hufnal and Olive S. Hufnal, his wife, Mortgagors, said cause being No. 2875 in the Circuit Court for Queen Anne's County, in Equity, to state an account and audit the proceeds in said case and the proceedings of said cause are hereby referred to him to state an account and audit therein.

Filed December 21st, 1931. Thomas J. Keating

REPORT AND ACCOUNT
OF SPECIAL AUDITOR.
Filed Dec. 22nd, 1931.

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

Henry H. Evans and H. B. W. Mitchell, Assignees of Mortgage	)	
vs.	)	Cause No. 2875.
William T. Hufnal and Olive S. Hufnal, his wife. Mortgagors.	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Richard T. Earle, Special Auditor, respectfully sets forth as follows:

That your special auditor having first taken the oath as required and having signed the test book, proceeded to state the within account by first charging Henry H. Evans and H. B. W. Mitchell, the parties herein reporting as making the sale, with the amount of the gross sale made by them, and then thereout allowed them their commissions in said sale in accordance with the terms of the mortgage, the court costs, the costs of advertising the sale and order nisi thereon and the advertising the order nisi on this account, taxes on the land not paid and the fee of the special auditor.

That the balance of the proceeds of sale is insufficient to pay the mortgage debt in full and is distributed to the said Henry H. Evans and H. B. W. Mitchell as assignee of the mortgage. A statement of the indebtness showing the credit received under this sale is appended below the account.

Respectfully submitted.

RICHARD T. EARLE
Special Auditor.

The proceeds of the sale of the mortgaged real estate of William T. Hufnal and Olive S. Hufnal, his wife, mortgagors, in account with Henry R. Evans and H. B. W. Mitchell, assignees of Mortgage, the parties making the sale mentioned in this cause.

Cr.

By gross proceeds of the same made and reported, per report of sale filed August 4th., 1931.		$3,710.92

Dr.

To Henry R. Evans and H.B.W. Mitchell, parties making sale, for their commissions, as per terms of mortgage----------		$199.49
To do., for court costs, per clerk's bill: Costs of B. H. Turner, Clerk Appear Fee of H.B. W. Mitchell	 $22.75 10.00	32.75
To do., for costs of advertising sale and order nisi thereon in The Centreville Record--------		30.00
To do., For amount paid J. E. Anthony for auctioneering sale, per bill filed----------		10.00
To do., for bond premium due corporate surety, per bill----------		18.00
To do., for costs of advertising order nisi to be passed as to this audit----------		3.00
To do., for state and county taxes for the year 1927, as per bill---------- Int. thereon from Sept. 1st., 1927---------	 $145.26 37.55	182.81
To do., for state and county taxes for the year 1928 as per bill---------- Int. thereon from Sept. 1st., 1928	 $135.42 " 23.68	159.10

#38580

To. do., for state and county taxes for the year 1929, as per bill----------	$135.50		
Int. thereon from Sept.1st., 1929	16.26	151.76	
To do., for state and county taxes for the year 1930 as per bill----------	$134.94		
Int. thereon from Sept. 1st., 1930	7.43	142.37	
To Richard T. Earle, special auditor for stating this account, to wit:		9.00	
To Henry R. Evans and H. B. W. Mitchell, assignees of mortgage, in part of their mortgage claim		2,772.64	
		$3,710.92	$3,710.92

Statement of Mortgage Debt.

To amount of mortgage claim due on August 4th., 1931, as per statemnt of mortgage debt filed	$11,190.21
By amount applicable thereto from proceeds of sale in this cause, per above audit----------	2,772.64
Balance due with Int. from Aug. 4th, 1931.	$ 8,417.57

Dec. 22nd., 1931

Filed 12/22/31.

RICHARD T. EARLE
Special Auditor.

NISI RATIFICATION OF AUDIT

Henry H. Evans and H. B. W. Mitchell, Assignees of mortgage	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS	)	IN EQUITY
William T. Hufnal and Olive S. Hufnal, his wife, Mortgagors	)	Case No. 2875.

ORDERED, This 22nd. day of December, in the year nineteen hundred and 31 that the Report and Account filed in these proceedings by Richard T. Earle, Special Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16th. day of January 1932; provided a copy of this order be published once a week in each of two successive weeks before the 9th. day of January, 1932, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Dec. 22nd. 1931.

CERTIFICATE AS TO PAYMENT OF COSTS
Filed January 16th, 1932.

Clerk's Certificate.

Henry H. Evans and H. B. W. Mitchell, Assignees of mortgage	In the Circuit Court for Queen Anne's County, in Equity.
Vs.	
William T. Hufnal and Olive S. Hufnal, his wife, Mortgagors.	No. 2875 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 22nd day of December, 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 16th. day of January, 1931.

Seal's
Place

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

CERTIFICATE OF PUBLICATION
OF ORDER OF RATIFICATION ISI
OF AUDIT.
Filed Jan. 16th, 1932.

NISI RATIFICATION OF AUDIT

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

Henry H. Evans and H. B. Mitchell,
Assignees of mortgage
VS.
William T. Hufnal and Olive S.
Hufnal, his wife, Mortgagors

Case No. 2875.

ORDERED, This 22nd day of December, in the year nineteen hundred and thirty one that the Report and account filed in these proceedings by Richard T. Earle, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of January, 1932; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of January, 1932 in some newspaper printed and published in Queen Anne's County.

Filed Dec. 22nd, 1932.

B. HACKETT TURNER, Clerk

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

THE CENTREVILLE RECORD

Centreville, Md. Jan. 15 1932

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Henry H. Evans & H. B. W. Mitchell, Assignees of Mortgage vs. Wm. T. Hufnal & Olive S. Hufnal, his wife, Mortgagors #2875 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 9th day of January in the year 1932.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

FINAL ORDER OF COURT
Filed January 18th, 1932.

ORDERED, this 18th day of January, in the year nineteen hundred and thirty two, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing Report and Account of the Special Auditor be, and the same are hereby, finally ratified and confirmed, no cause to the contrary thereof having beeb shown, although due notice appears to have been given as required by the preceding order of ratification nisi. The Assignees are directed to apply the proceeds accordingly with a due proportion of interest to mortgage debt and commissions as the same has been or may be received.

LEWIN W. WICKES

Filed January 18th, 1932.

H38580

411

R38580

#38580

Cause No. 2877.

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

WILLIAM R. HORNEY, Assignee of Mortgages, vs. ABPHEUS A. HORNEY, Mortgagor.	‡ ‡ ‡ ‡ ‡ ‡ ‡ ‡ ‡	In the Circuit Court for Queen Anne's County in Equity. Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause certified copies of the two following Chattel mortgages, to wit:

(a) The chattel mortgage from Alpheus A. Horney to Charles Jarrell and Charles E. Stewart, bearing date the 21st day of November, 1925, and of the assignments thereof, including the assignment from Charles M. West to William R. Horney, bearing date the 21st day of September, 1931, said chattel mortgage and assignments being recorded in Liber B. H. T. No. 4, folios 379, etc., a Land record book for Queen Anne's County, State of Maryland;

(b) The chattel mortgage from Alpheus A. Horney to Charles Jarrell, bearing date the 11th day of July, 1929, and of the assignments thereof, including the assignments from Charles M. West to the said William R. Horney, bearing date the 21st day of September, 1931, said chattel mortgage and assighments being recorded in Liber B. H. T. No. 10, folios 6, etc., a land record book for Queen Anne's County aforesaid.

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

And as in duty bound, etc.,

WILLIAM R. HORNEY

Assignee of Mortgages.

CERTIFIED COPY OF CHATTEL MORTGAGE
Filed Sept. 21st, 1931.

::

#11,633. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fifth day of November, in the year nineteen hundred and twenty five, the following Chattel Mortgage as brought to be recorded, to wit:

THIS CHATTEL MORTGAGE, made this Twenty first day of November, 1925 by Alpheus A. Horney of Queen Anne County state of Maryland.

Whereas, the said Alpheus A. Horney is due and oweing unto Charles Jarrell of Caroline County State of Maryland a promissory note dated twentyth day of November in the year One thousand nine hundred twenty five for six months for Twenty three hundred four dollars and fifty four cents (2304.54) with interest thereon at the rate of six per centum per annum accounting from the date thereof and unto Charles E. Stewart of Caroline County State of Maryland a promissory note dated Twenty day of November in the year of One thousand nine hundred and twenty five for six months for Four Hundred thirty six dollars and Ninety nine cents (436.99) with interest thereon at the rate of six per centum per annum accounting from the date thereof; and in order to more effectually secure the prompt payment of the said sums with interest thereon at the time limited for the payment of the sum as aforesaid these presents are executed.

Now, therefore, this chattle mortgage witnesseth that for and in consideration of the premises and that further sum of one dollar (1.00) the said Alpheus A. Horney does hereby bargain and sell to the said Charles Jarrell & Chas. E. Stewart his personal representatives or assigns, the following property to wit:

1 Wagon, 1 drill, 1 Binder, 4 hand cultivators, 3 buggy cultivators, 1 carriage, 2 riding plows, 2 walking plows, 1 spring tooth harrow, 1 corn planter, 6 collar, 6 briddles, 1 Square drag, 6 set rope harness, 6 set chain harness, 2 cow_ white face, 2 cows red, 5 cows red, 1 mule Kate, sorrell, 6 yrs., 1 bay mule Milly 4 yrs - 1 Black Mule Minnie 3 yrs. - 1 Brown Horse Bess 14 yrs - 1 sorrell Hose Daisy 12 Yrs - 1 roan Horse Beauty 8 - 1 horse Gray Bess 14 yrs - 1 horse Laid Bay 12 yrs - 1 Bay Horse Jack 7 yrs.

Provided, that if the said Alpheus A. Horney his heirs or personal representatives shall pay to the said Charles Jarrell & Chas. E. Stewart their heirs, personal representatives or assigns then these presents shall be void.

Provided, also, that until default be made in the premises the said Alpheus A. Horney, shall possess the property hereby mortgaged.

Provided, also, that if default occur in the payment of either principal or interest, or in any part of either one of them at the time limited for the payment of the same, then the said Chas. Jarrell & Chas. E. Stewart their personal representatives and assigns or their Attorney or agent, may at any time after such default, take possession of the property hereby mortgaged, and sell the same, or so much thereof as may be necessary to satisfy and pay said debt and interest and all costs incurred in making such sale; and which sales shall be made in the manner following, viz: Upon giving ten days notice of the time, place, manner and terms of said sale in some newspaper published in the county aforesaid; and in the event of a sale of said property, under the power hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, including a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, and, also, all counsel or attorney's fees; secondly, to the payment of all claim of the said mortgagee their personal representative and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagor their personal representatives or assigns, or to whoever may be entitled to the same.

Witness our hand and seal this Twenty first day of November nineteen hundred and twenty five.

TEST: Louise Wilson

Alpheus A. Horney (L.S.)

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I hereby certify that on this 4th day of December nineteen hundred and 25, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Alpheus A. Horney and acknowledged the foregoing mortgage to be h act; and now, at the same time, before me, personally appeared also Charles Jarrell & Charles E. Stewart, the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the above mortgage is true and bona fide as therein set forth.

Louise Wilson
Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the 7th day of March, in the year 1930, the following assignments were brought to be recorded, to wit: For value received, I hereby transfer and assign my interest to the amount of $(2304.54), of the within and aforegoing chattel mortgage, but without recourse to or guaranteed by me, unto Charles M. West. Witness my hand and seal this fifth day of March, in the year Nineteen hundred and thirty.

Witness:
J. J. M. Skinner

Charles Jarrell (seal)

For value received, we hereby transfer and assign the interest of the estate of Charles E. Stewart deceased to the amount of $436.99 of the within and aforegoing Chattle mortgage, but without recourse to or guaranteeed by us unto Charles M. West.

Witness our hand and seals this fifth day of March Nineteen hundred and thirty. as adm. of of the estate of Charles E. Stewart deceased.

Witness:
Jas. C. Sherwood
J. J. M. Skinner

C. Kemp Stewart (seal)

Queen Anne's County, to wit: Be it remembered that on the twenty first day of September in the year 1931, the following assignment was brought to be recorded, to wit:

For value received, I, Charles M. West, do hereby transfer and assign the within and aforegoing chattel mortgage unto William R. Horney for the purpose of collection by foreclosure or otherwise.

WITNESS my hand and seal, this 21st day of September, 1931:

TEST: CHARLES M. WEST (SEAL)

J. Frank Harper

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 4, folios 379, etc., a Land Record Book for Queen Anne's County aforesaid.

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

Seal's Place. B. HACKETT TURNER Clerk.

CERTIFIED COPY OF CHATTEL MORTGAGE
Filed Sept. 21st, 1931.

::

#13,571. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 11th. day of July, in the year nineteen hundred and twenty-nine, the following Chattel Mortgage was brought to be recorded, to wit:-

THIS CHATTEL MORTGAGE, made this 11th day of July nineteen hundred and twenty nine, by Alpheus A. Horney of Queen Anne's County, State of Maryland.

WHEREAS the said Alpheus A. Horney is indebted unto Charles Jarrell of Caroline County, in said State, in the full and just sum of two thousand, nine hundred and seventy nine dollars and sixty two cents ($2,979.62), which said sum is to be due and payable at the expiration of three months from this date and interest on said sum is to be paid from this date at the rate of six per centum per annum.

Now this chattel mortgage, witnesseth: That for and in consideration of the premises and the aforesaid sum of two thousand, nine hundred and seventy nine dollars and sixty two cents ($2,979.62) the said Alpheus A. Horney does hereby bargain and sell unto the said Charles Jarrell the following property, to wit: 6 Holstein cows, black and white; 2 yellow cows, 1 Holstein Bull, 1 year old; 1 gray horse, six years old; 1 Roan mare, twelve years old; 1 Bay mare, nine years old; 1 Bay mare, six years old; 1 Black mules, six years old, mare; 1 Sorrel mule, eight years old, mare; 1 Roan mule, four years old, mare; 1 Bay mule, 4 years old; 1 bay horse mule, two years old; 1 Binder, Deering; 1 Drill; 1 corn planter; two riding plows, 1 case, 1 John Deere; 3 riding cultivators; two walking cultivators, 1 spring tooth harrow; 1 roller; 1 drag; 1 farm wagon; 1 York carriage; 6 sets plow harness; 4 sets chaingears; 4-2horse trees; 4 3-horse trees; 1 4-horse tree; 1 5-horse tree; 8 collars; 8 bridles; all forks and shovels.

all of said property now being in the possession of said Alpheus A. Horney on the farm tenanted by him, owned by Charles M. West, and known as the "Taylor Farm".

Provided, that if the said Alpheus A. Horney, his executors, administrators or assigns, shall well and truly pay unto the said Charles Jarrell, his executors, administrators or assigns, the aforesaid sum of two thousand, nine hundred and seventy nine dollars and sixty two cents ($2,979.62) together with interest at the expiration of three months from this date, 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 Alpheus A. Horney, his executors, administrators or assigns shall possess said property. And the said Alpheus A. Horney 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 Charles Jarrel, his 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 Alpheus A. Horney, or whoever may be entitled thereto.

Witness my hand and seal.

Witness: Alpheus A. Horney (SEAL)

Verna Mears.

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

I hereby certify that on this 11th day of July, 1929, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Alpheus A. Horney and acknowledged the within and aforegoing chattel mortgage to be his respective act and deed, and at the same time also personally appeared before me H. B. W. Mitchell, Agent of said Charles Jarrell, bargainee, and made oath that the consideration stated in the within and aforegoing chattel mortgage was true and bona fide as therein set forth to the best of his knowledge and belief and at the same time made oath that he was the agent of the bargainee and duly authorized to make this affidavit.

VERNA MEARS
NOTARY PUBLIC.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the 7th day of March, in the year 1930, the following Assignment was brought to be recorded, to wit: For value received, I hereby transfer and assign the within and aforegoing chattel mortgage, but without recourse to or guarantee by me, unto Charles M. West.

Witness my hand and seal this twenty seventh day of February, in the year nineteen hundred and thirty.

Witness: Charles Jarrell (SEAL)

J. J. M. Skinner.

Queen Anne's County, to wit: Be it remembered that on the twenty first day of September, in the year 1931, the following assignment was brought to be recorded, to wit:

For Value received, I, Charles M. West, do hereby transfer and assign the within and aforegoing chattel mortgage unto William R. Horney for the purpose of collection by foreclosure or otherwise.

WITNESS my hand and seal, this 21st day of September, 1931;

TEST: Charles M. West (SEAL)

J. Frank Harper

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 10, folios 6, etc., a Land Record Book for Queen Anne's County aforesaid.

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

B. HACKETT TURNER Clerk.

Seal's
Place.

CERTIFIED COPY OF BOND
Filed Oct. 3rd, 1931.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the third day of October, in the year 1931, 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, as principal and Charles M. West, of Queen Anne's County

H3580

aforesaid, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand dollars ($2,000.00) 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 ourselvea and each of us, our and each of our heirs, executors and administrators, in the whole and for the whole, jointly and severally, firmly by these presents, sealed withoour seals, and dated this third day of October, in the year nineteen hundred and thirty one;

WHEREAS, a certain Chattel Mortgage from Alpheus A. Horney to Charles Jarrell and Charles E. Stewart, bearing date the 21st. day of November, 1925, and recorded in Liber B. H. T. No. 4, folios 379 etc. a land record book for Queen Anne's County aforesaid, has been, by mesne assignments, duly assigned to the said William R. Horney, said assignments being recorded among said land records at the foot of said mortgage:

And Whereas, a certain other Chattel Mortgage from the said Alpheus A. Horney to Charles Jarrell, bearing date the 11th. day of July, 1929, and recorded in Liber B. H. T. No. 10, folios 6, etc. a land record book for Queen Anne's County aforesaid, has been, by nesme assignments, duly assigned to the said William R. Horney, said assignments being recorded among said land records at the foot of said mortgage:-

AND WHEREAS, the above bouden William R. Horney, the Assignee of said Chattel Mortgages as aforesaid, is about to execute the power of sale contained in said Chattel Mortgages by making a sale of the property described in, bargained and sold by said Chattel Mortgages, default having occurred in the terms, conditiona and covenants of said Chattel Mortgages:

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 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.

Charles M. West (SEAL)

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

Security approved and Bond filed October 3rd. 1931.

B. Hackett Turner, Clerk.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 168, 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 third day of October, in the year 1931.

B. HACKETT TURNER

Clerk.

Seal's Place.

REPORT OF SALES
Filed Oct. 6th, 1931.

WILLIAM R. HORNEY Assignee of Mortgages, vs. Alpheus A. Horney, Mortgagor.	⁞	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2877.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That default was made by the mortgagor by reason of the non-payment of the principal mortgage debts and the interest thereon convenanted to be paid by the terms of the chattel mortgages mentioned in these proceedings, at the times therein provided for the payment thereof, the said mortgages being as follows:

(a) The chattel mortgage from Alpheus A. Horney to Charles Jarrell and Charles E. Stewart, bearing date the 21st day of November, 1925, and recorded in Liber B. H. T. No. 4, folios 379, etc., a land record book for Queen Anne's County, Maryland, which said chattel mortgage was, by mesne assignments, duly assigned to the said William R. Horney, said assignments, being recorded among said land records at the foot of said mortgage.

(b) The chattel mortgage from Alpheus A. Horney to Charles Jarrell, bearing date the 11th day of July, 1929, and recorded in Liber B. H. T. No. 10, folios 6, etc., a land record book for Queen Anne's County aforesaid, which said chattel mortgage was, by mesne assignments, duly assigned to the said William R. Horney, said assignments being recorded among said land records at the foot of said mortgage.

A copy of said chattel mortgages and the several assignments thereof, duly certified, are filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said William R. Horney, Assignee of said chattel mortgages as aforesaid, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was by the said Clerk duly approved, prior to the sale hereinafter reported.

3. That after giving notice of the time, place and manner and terms of sale by hand bills and by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County aforesaid, for more than ten days before the day of sale, the said William R. Horney, the Assignee of said chattel mortgages as aforesaid, did, pursuant to said notice, attend on the farm owned by Charles M. West, known as the "Taylor Farm", situate in the Sixth Election District of Queen Anne's County aforesaid, on the public road leading from Jarman's Branch School to Bridgetown, on Monday, the 5th day of October, 1931, at the hour of 10:30 o'clock, A. M., and then and there, by virtue and in execution of the powers of sale contained in said mortgages to be exercised in case of default in the terms thereof, default having occurred therein as hereinbefore stated, proceeded to sell the personal property described in and granted by said mortgages, that is to say: he then and there offered at public sale to the highest bidder the personal property described in said advertisement of sale and in said mortgages, and sold the same to Charles M. West, of Queen Anne's County aforesaid, at and for the aggregate sum of Eight Hundred Three Dollars and Seventy Cents ($803.70), he being then and there the highest bidder therefor at said aggregate sum, as follows:

3	Holstein cows @ $30.00,	$ 90.00
1	Gray horse "Charley", 8 years old,	75.00
1	Roan mare "Beauty", 14 years old, (in foal) the purchaser to pay for the colt),	35.00
1	Bay mare "Mabel", 11 years old, (in foal), the purchaser to pay for the colt),	40.00
1	Black mule, 8 years old,))	
1	Sorrell mule, 6 years old,)	150.00
1	Roan mule, 6 years old,)	
1	Bay mare, 6 years old,)	200.00
1	Bay mule, 4 year old,	100.00
1	McCormick binder,	5.00
1	Drill,	30.00
1	Corn planter,	10.00
2	Riding plows,	9.00
2	Walking plows,	6.50
3	Riding cultivators,	10.00
3	Walking cultivators,	1.05
1	Spring tooth harrow,	4.00
1	Roller	.50
1	Square drag,	10.00
1	Farm wagon,	5.00
6	Sets of plow harness,	6.90
4	Sets of chain gear,	3.00
4	2-Horse trees,	.80
4	3-Horse trees,	1.60
1	4-Horse tree,	.75
1	5.-Horse tree,	1.25
8	Collars,	2.50
8	Bridles,	3.30
2	Forks,	.80
3	Shovels,	.50
1	Pair of double reisn,	1.25
		$ 803.70

4. Four (4) Holstein cows were advertised for sale, On the day of sale it was learned that one of them did not belong to Alpheus A. Horney and it was, therefore, not sold. The other livestock mentioned in said chattel mortgages and not sold were not found at the time of sale having died. The other farming implements mentioned in said chattel mortgages and not sold were not found at the time of sale having deteriorated to such an extent to be worthless. A certificate

H3858O

of the advertisement of sale in The Centreville Observer, a newspaper printed and published as aforesaid in Queen Anne's County aforesaid, is filed herewith as a part of this Report and is marked "Exhibit A".

5. The purchaser has complied with the terms of sale.

Respectfully submitted,

WILLIAM R. HORNEY
Assignee of Mortgages.

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

I HEREBY CERTIFY that on this 6th day of October, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the Assignee of the chattel mortgages mentioned and described in the aforegoing Report of Sales, and made oath in due form of law that the matters and things stated in the said aforegoing Report of Sales are true, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

B. HACKETT TURNER
Clerk.

Filed Oct. 6th, 1931.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed Oct. 6th, 1931.

ASSIGNEE'S SALE
of valuable

PERSONAL PROPERTY

Default having occurred in the terms of the two chattel mortgages, to wit: the chattel mortgage from Alpheus A. Horney to Charles Jarrell and Charles E. Stewart, dated November 21st, 1925, and recorded in Liber B. H. T. No. 4, folios 379, etc., a land record book for Queen Annes County, Maryland, and the chattel mortgage from the said Alpheus A. Horney, to the said Charles Jarrell, dated July 11th, 1929, and recorded in Liber B. H. T. No. 10, folios 6, etc., a land record book for Queen Annes County aforesaid, both of which said chattel mortgages have been assigned unto William R. Horney, the undersigned, assignee of said two chattel mortgages, will sell at public sale to the highest bidder, on the farm owned by Charles M. West, known as the "Taylor Farm," situate in the Sixth Election District of Queen Annes County aforesaid, on the public road leading from Jarman's Branch School to Bridgetown, on MONDAY, OCTOBER 5th, 1931 beginning at the hour of 10.30 o'clock, A. M., the personal property mentioned and described in said chattel mortgages, consisting of

LIVE STOCK.

4 HOLSTEIN COWS.
1 GRAY HORSE "CHARLEY" 8 YEARS OLD.
1 ROAN MARE "BEAUTY", 14 YEARS OLD.
1 BAY MARE "MABEL", 11 years old.
1 BLACK MULE, 8 YEARS OLD.
1 SORRELL MULE, 10 years old.
1 ROAN MULE, 6 YEARS OLD.
1 BAY MULE, 6 years old.
1 BAY MULE, 4 YEARS OLD.

IMPLEMENTS.

McCormick binder, drill, corn planter, 2 riding plows, 2 walking plows, 3 riding cutlivators, 3 walking vutlivators, spring tooth harrow, roller, square d4ag, farm wagon, 6 sets of plow harness, 4 sets of chain gear, 4 2-horse trees, 4-3 horse trees, 1 4-horse tree, 1 5-horse tree, 8 collars, 8 bridles, and a lot of forks, shovels, etc.

TERMS OF SALE-CASH

WILLIAM R. HORNEY
Assignee of Mortgages.

J. ELMER ANTHONY, Auct.

THE CENTREVILLE OBSERVER

Filed Oct. 6th, 1931

Centreville, Md., October 6, 1931

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale of personal property in the case of the chattel mortgage from Alpheus A. Horney to Charles Jarrell and Charles E. Stewart 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 24th day of September 1931, being more than ten days before the 5th day of October 1931

THE CENTREVILLE OBSERVER PUBLISHING CO.

"Exhibit A"

By Margaret E. Durney

N I S I

William R. Horney, Assignee of Mortgages	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
vs.	)	IN EQUITY
Alpheus A. Horney. Mortgagor.	)	CHANCERY NO. 2877.

ORDERED, This sixth day of October, A. D., 1931, that the sale of the personal property made and reported in this cause by William R. Horney, Assignee of Mortgages, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the tenth 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 two successive weeks before the 24th day of October next.

The Report states the amount of sales to be $803.70.

B. HACKETT TURNER Clerk.

Filed Oct. 6th. 1931.

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Cause No. 2830.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of June, in the year nineteen hundred and thirty, the following Bill of Complaint was brought to be recorded, to wit:-

ALAN G. EMORY and HILDA F. EMORY, his wife, EDWARD B. EMORY OF B., and SUSAN W. EMORY, his wife, and the said EDWARD B. EMORY OF B., and SUSAN W. EMORY, Trustees under the last will and testament of Mary K. Emory, deceased, Plaintiffs, vs. BLANCHARD EMORY, 3RD, JOHN HOLLAND DULANEY GOVETT, who calls himself John Emory, Infant, and CATHERINE B. EMORY, his wife, Infant, JOHN ALAN EMORY, Infant, HOWARD E. PRICE, Trustee "In the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan", and OSWALD TILGHMAN, Surviving Trustee in the case of "Blanchard Emory, Jr., et al. vs. Allen G. Emory, et al.", Defendants.	In the Circuit Court for Queen Anne's County in Equity. Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That May K. Emory, late of Queen Anne's County, Maryland, departed this life on the 19th day of April, 1921, leaving a last will and testament duly executed to pass real estate, and which has been duly admitted to probate by the Orphans' Court of Queen Anne's County, and is now of record in the office of the Register of Wills for Queen Anne's County aforesaid, a certified copy of which said last will and testament and of said probate is filed herewith, marked "Exhibit No. 1", and is prayed to be taken as a part of this Bill of Complaint.

2. That the said Mary K. Emory departed this life as aforesaid, seized and possessed, among other things, of the real estate hereinafter described, an undivided two-thirds part of which said real estate hereinafter described, (being a part of the rest, residue and remainder of her estate and property, real, personal and mexted), was by the said Mary K. Emory, in "Item Two" of her said last will and testament, devised and bequeathed to her son and his wife, the said Edward B. Emory of B., and Susan W. Emory, two of your Orators, and to the survivor of them, in trust for the persons and purposes and upon the trust in said "Item Two" fully and at length set forth and expressed.

3. That as will appear by reference to the First and Final Administration Account filed in the personal estate of said testatrix by one of your Orators, the said Edward B. Emory of B., (the Executor constituted and appointed by said will), the said personal estate was overpaid to the extent of Two Hundred Seventy Four Dollars and Forty Cents ($274.40), Twenty Dollars ($20.00) of which said overpayment constitutes the amount overpaid to Blanchard Emory, 3rd, one of the Defendants to this Bill of Complaint, in payment and settlement of the pecuniary legacy of One Hundred Dollars ($100.00) bequeathed to him by Item One of said will, the sum of One Hundred and Twenty Dollars ($120.00) having been paid to him as is shown by said First and Final Administration Account. A certified copy of said First and Final Administration Account, marked "Exhibit No. 2", is filed herewith, and is prayed to be taken as a part of this Bill of Complaint.

4. That your Orators, the said Edward B. Emory of B., and Susan W. Emory, have never placed their said trust within the jurisdiction of this Court, but have continued the exeriese of the duties thereof from the date of the closing of said personal estate and are still exercising the said duties thereof. A full and particular account of each and every transaction in connection with said trust estate, verified under oath, is filed herewith, marked "Exhibit No. 3", and is prayed to be taken as a part of this Bill of Complaint.

5. That the entire corpus of the said trust estate now held by and in the hands of two of your Orators, the said Trustees, consists of an undivided two-thirds part of, in and to the following described tract of land or farm and tract of woodland, to wit:

PARCEL NUMBER ONE. All that tract of land or farm, called or known as "Indiantown", situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, on Chester River, and containing two hundred seventy six and one hundred and fifty one one-thousandths (276.151) acres of land, more or less;

PARCEL NUMBER TWO. All that tract of woodland, part of the tract called "Smith's Mistake", situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County aforesaid, containing seventy two and ninety two hundred and five ten-thousandths (72.9205) acres of land, more or less;

The two above described parcels of land being the same land which was granted and conveyed unto the said Mary K. Emory by Edwin H. Brown, Jr., Assignee and Vendor, by deed bearing date the 25th day of August, 1914, and recorded in Liber W. F. W. No. 5, folios 537, etc., a land record book for Queen Anne's County aforesaid.

6. That said tract of land or farm and said tract of woodland are subject to a first mortgage, placed thereon by the said Mary K. Emory in her lifetime, for the sum of Eleven Thousand Dollars ($11,000.00), to William J. Price, now deceased, which said mortgage bears date the 25th day of August, 1914, is recorded in Liber W. F. W. No. 5, folios 539, etc., a land record book for Queen Anne's County aforesaid, and is now held by Howard E. Price, the present sole Trustee "In the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan", a two-thirds part of which said mortgage debt, with interest from the 25th day of February, 1930, constitutes a lien upon the corpus of said trust estate. A certified copy of said mortgage, marked "Exhibit No. 4", is filed herewith, and is prayed to be taken as a part of this Bill of Complaint.

7. That said tract of land or farm and said tract of woodland are subject to a second mortgage, placed thereon by the said Mary K. Emory in her lifetime, for the sum of Eighty One Hundred Eighty Dollars and Fifty Seven Cents ($8,180.57), to Oswald Tilghman, Surviving Trustee in the case of "Blanchard Emory, Jr., et al. vs. Allen G. Emory, et al.", which said mortgage bears date the 25th day of August, 1914, and is recorded in Liber W. F. W. No. 5, folios 543, etc., a land record book for Queen Anne's County aforesaid, a two-thirds part of which said mortgage debt, with interest from the date of the death of the said Mary K. Emory, constitutes a lien upon the corpus of said trust estate. A certified copy of said mortgage, marked "Exhibit No. 5", is filed herewith, and is prayed to be taken as a part of this Bill of Complaint.

8. That under the terms and provisions of the trust created by said "Item Two" of said last will and testament of said testatrix one-third of the net rents, issues and income from said trust estate are directed to be paid over by said Trustees, two of your Orators, to another of your Orators, Alan G. Emory, for and during the natural life of the said Alan G. Emory and no longer; and from and after the death of the said Alan G. Emory, it is provided by said "Item Two" that the trust as to said one-third shall cease, and the said one-third part of said trust estate is by the said testatrix, Mary K. Emory, then devised and bequeathed to the issue of the said Alan G. Emory, her son, living at the time of his death, the said issue to take per stirpes, and if there be no issue of the said Alan G. Emory, living at the time of his death, then and in that event, the said one-third, from and after the death of the said Alan G. Emory, is devised and bequeathed to the two other sons of the said testatrix, the said Edward B. Emory of B., one of your Orators, and Blanchard Emory, 3rd., one of the Defendants to this Bill of Complaint, in equal parts, share and share alike, absollutely.

9. That the said Alan G. Emory, one of your Orators, has one child, John Holland Dulaney Emory, who is an infant under twenty one years of age, having been born on the 25th day of July, 1909, and who has been legally adopted by George G. Govett and Rebecca Govett, his wife, the name of said infant having been legally changed from John Holland Dulaney Emory to John Holland Dulaney Govett, another of the Defendants to this Bill of Complaint, the said John Holland Dulaney Govett, who calls himself John Emory, being now intermarried with Catherine R Emory, another of the Defendants to this Bill of Complaint, who is an infant under twenty one years of age, having been born on the 10th day of December, 1910, and they have on child, John Alan Emory, another of the Defendants to this Bill of Complaint, who is an infant under twenty one years of age, being about fifteen months old. The said John Alan Emory, infant, is not a party in interest at the present time, but is made a party to this Bill of Complaint in the event he should be a party in interest at the date of the passage of such decree as may be passed herein. A certified copy of the Decree of said Adoption, marked "Exhibit No. 6", is filed herewith, and is prayed to be taken as a part of this Bill of Complaint.

10. That under the terms and provisions of the trust created by the said "Item Two" of said last will and testament of said testatrix one-third of the net rents, issues and income from said trust estate are directed to be paid over by said Trustees, two of your Orators, to Blanchard Emory, 3rd, one of said Defendants to this Bill of Complaint, for and during the natural life of the said Blanchard Emory, 3rd, and no longer; and from and after the death of the said Blanchard Emory, 3rd, it is provided by said "Item Two" that the trust as to said one-third shall cease, and the said one-third part of said trust estate is by the said testatrix, Mary K. Emory, then devised and bequeathed to the issue of the said Blanchard Emory, 3rd, her son, living at the time of his death, the said issue to take per stirpes, and if there be no issue of the said Blanchard Emory, 3rd, living at the time of his death, then and in that event, the said one-third, from and after the death of the said Blanchard Emory, 3rd, is devised and bequeathed to the two other sons of the said testatrix, the said Alan G. Emory and Edward B. Emory of B., in equal parts, share and share alike, absolutely.

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11. That the said Blanchard Emory, 3rd, has never married, and was by the Circuit Court for Queen Anne's County, on the 19th day of July, 1909, adjudicated an insane pauper; he has no legally constituted committee, but is of age. A certified copy of the Inquisition, marked "Exhibit No. 7", is filed herewith, and is prayed to be taken as a part of this Bill of Complaint.

12. That two of your Orators, the said Edward B. Emory of B., and Susan W. Emory, in their capacity as Trustees under the last will and testament of the said Mary K. Emory, deceased, have received from Howard Wood, Junior, and Phebe Wilmer Wood, his wife, of Montgomery County, State of Pennsylvania, an offer of Twenty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents ($23,333.33) for said two-thirds part of said tract of land or farm and said tract of woodland, provided that they, the said Howard Wood, Junior, and Phebe Wilmer Wood, his wife, may purchase said tracts of land at a private sale to be finally ratified by this Court and secure an unincumnered, marketable, fee simple title of, in and to the same, upon the following terms, to wit: ten per centum (10%) of the purchase price in cash upon the passage of the decree by this court authorizing and directing a private sale to said offereres, (said ten per centum of said purchase price having already been deposited with said Trustees to show good faith and to bind the bargain so far as adi offerers are concerned), and the balance of said purchase price in cash on or before the 1st day of January, 1931, provided a final ratification of said sale by this Court has been made, it being understood that this offer was, and a sale, if made, will have been brought about by Sterling G. Harris and Oliver C. Jones, trading as the Eastern Shore Estates Company, real estate brokers, and that they, as such brokers, will be entitled to have and receive ten per centum (10%) of the whole purchase price for said two-thirds part of said farm ortracts of land and said tract of woodland, constituting as aforesaid, the corpus of said trust estate, as a fee for their services in bringing about said offer and said sale. Said offer is, in the opinion of your Orators, an excellent one and, if accepted, would be to the interest and advantage of all parties concerned. The offer, which is in writing, marked "Exhibit No. 8", is filed herewith as a part of this Bill of Complaint.

13. That your Orators are advised and charge that two of your Orators, the said Edward B. Emory of B., and Susan W. Emory, the Trustees, are unable to secure a tenant to till and cultivate said tract of land or farm to the best interest and advantage of their cestui que trustants; that the said farm is and has been for sometime on a small, if any, income paying basis; that in order to place the said farm in a productive state large sums of money will have to be expended thereon; that said farm has been and is rapidly deteriorating in value to the detriment of the remaindermen; that said tract of woodland is not productive of any income whatsoever, and is, in fact, a burden upon the income derived from the said farm to the extent of the payment of the annual taxes levied thereon; that, if said farm be sold, said woodland will be more of a burden upon the income of said trust estate then heretofore; and for these and other reasons your Orators charge it will be to the interest and advantage of all parties concerned that the said farm and said woodland be sold and the proceeds of sale, after the payment of the said mortgages and the expenses of sale, be invested under the direction of this Court to enure to the same parties and in like manner as by said "Item Two" of said last will and testament is provided.

14. That the said Alan G. Emory and Hilda F. Emory, his wife, two of the Plaintiffs, are adults and reside in Baltimore City, State of Maryland; that the said Edward B. Emory of B., and Susan W. Emory, his wife, the other two Plaintiffs, are adults and reside in Queen Anne's County, State of Maryland; that the said Blanchard Emory, 3rd, one of the Defendants, is an adult and a non compos mentis and resides in Carroll County, State of Maryland; that the said John Holland Dulaney Govett, who calls himself John Emory, and Catherine B. Emory, his wife, and John Alan Emory, their son, three of the Defendants, are all infants and are non-residents of the State of Maryland, residing in the State of New Jersey; that the said Howard E. Price, Trustee as aforesaid, another of the Defendants, is an adult and resides in Queen Anne's County aforesaid; and that the said Oswald Tilghman, Trustee as aforesaid, another of the Defendants, is an adult and resides in Talbot County, State of Maryland.

TO THE END, THEREFORE:

1. That the said two-thirds interest in said real estate, to wit: the said tract of land or farm, known as "Indiantown" and said tract of woodland, known as "Smith's Mistake", may be sold under decree of this Court by the said Edward B. Emory of B., and Susan W. Emory, who are the Trustees under the last will and testament of the said Mary K. Emory, deceased, at private sale to the said Howard Wood, Junior, and Phebe Wilmer Wood, his wife, at and for the price and upon the terms set forth in their offer.

2. That the proceeds arising from the sale of said real estate, after the payment of the said mortgages and the expenses of sale, may be invested for the benefit of the parties to this suit according to their respective rights under the said last will and testament of the said Mary K. Emory, deceased.

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

MAY IT PLEASE YOUR HONORS TO GRANT unto your Orators an Order of Publication, giving notice to the said John Holland Dulaney Govett, who calls himself John Emory, infant, and Catherine B. Emory, his wife, infant, and John Alan Emory, infant, who are non-residents of the State of Maryland, residing in the State of New Jersey, of the substance and object of this Bill of Complaint, and warning them and each of them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to answer the premises and show

cause, if any they have, why a decree ought not to be passed as prayed; and also the writ of subpoena against the said Blanchard Emory, 3rd, directed to the Sheriff of Carroll County aforesaid, the writ of subpoena against the said Howard E. Price, Trustee "In the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan", directed to the Sheriff of Queen Anne's County aforesaid, and the writ of subpoena against the said Oswald Tilghman, Trustee in the case of "Blanchard Emory, Jr., et al. vs. Allen G. Emory, et al.", directed to the Sheriff of Talbot County aforesaid, commanding them and each of them to appear in this Court in person or by solicitor, at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.,

ALAN G. EMORY

HILDA F. EMORY

EDWARD B. EMORY OF B.

SUSAN W. EMORY

EDWARD B. EMORY OF B.

SUSAN W. EMORY
Trustees under the last will and testament of Mary K. Emory, deceased.

J. H. C. Legg
Per Wm. R. Horney

MAX SOKOL
Solicitors for Alan G. Emory and Hilda F. Emory, his wife,

HARPER & HORNEY
Solicitors for Edward B. Emory of B., and Susan W. Emory, his wife.

EXHIBIT NUMBER ONE
Filed June 28th, 1930.

I, Mary Kerr Emory, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, and desiring to make disposition of my worldly estate and property, do make, publish and declare this to be my last will and testament, as follows:

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

Item 1. I do give and bequeath unto my son, Blanchard Emory 3rd, a pecuniary legacy in the sum of One Hundred Dollars to be paid to him in cash as soon after my death as may be practical.

Item 2. All the rest, residue and remainder of my estate and property, real, personal and mixed and whatsoever located, I do hereby give, devise and bequeath as follows:

I do hereby give, devise and bequeath a one-third part thereof, in trust, unto my son, Edward B. Emory of B., and his wife, Susan W. Emory, and the survivor of them, to be hodl, managed, invested and reinvested by them and the survivor of them during the lifetime, and no longer, of my son, Alan G. Emory, and in trust and confidence to to pay over the net rents, issues and income therefrom, after deducting the expenses and commissions incident to the trust, unto my said son, Alan G. Emory, for and during his natural life and no longer; and from and after the death fo my said son, Alan G. Emory, the trust as to said one-third shall cease and I do hereby give, devise and bequeath said one-third to the issue of my said son, Alan G. Emory, living at the time of his death, the said issue to take per stripes, and if there be no issue of my said son, Alan G. Emory, living at the time of his death, the, and in that event, I do give, devise and bequeath the said one-third, from and after the death of my said son, Alan G. Emory, unto my two sons, Edward B. Emory of B., and Blanchard Emory 3rd., in equal parts, share and share alike, absolutely:

I do give, devise and bequeath another one-third part thereof in trust, unto my son, Edward B. Emory of B., and his wife, Susan W. Emory, and the survivor of them, to be held, managed, invested and reinvested by them and the survivor of them during the lifetime, and no longer, of my son, Blanchard Emory 3rd., and in trust and confidence to pay over the net rents, issues and income therefrom, after deducting the expenses and commissions incident to the trust, unto my said son, Blanchard Emory 3rd., for and during his natural life and no longer; and from and after the death of my said son, Blanchard Emory 3rd. the trust as to said one-third shall cease and I do hereby give, devise and bequeath the said one-third unto my two sons, Alan G. Emory and Edward B. Emory of B., in equal parts, share and share alike, absolutely:

And I do give, devise and bequeath the remaining third part thereof unto my son, Edward B. Emory of B., absolutely.

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Item 3. I do hereby constitute and appoint my son, Edward B. Emory of B. to be the Executor of this my last will and testament, hereby revoking all other wills, testaments and codicils heretofore made by me.

In testimony whereof I have hereunto subscribed my name and affixed my seal this ninth day of October, in the year nineteen hundred and twenty.

Mary Kerr Emory (Seal)

Signed, sealed, published and declared by the above named testatrix, Mary Kerr Emory, 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.

Z. R. Collins.

J. W. Yeates

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

On the second day of May A. D., 1921 came Thos. J. Keating, Custodian of the within and aforegoing instrument of writing. purporting to be the last will and testament of Mary Kerr Emory late of Queen Anne's County, deceased, and made oath,in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from hands of the deceased on or about ninth day of October, A. D., 1920.

Sworn before

William T. Bishop
Register of Wills of Queen Anne's County, Md.

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

On the ninth day of May, 1921 came Z. R. Collins and J. W. Yeates subscribing witnesses to the aforegoing last Will and Testament of Mary Kerr Emory late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal soid 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 apprehensions, 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.

Sworn in open court,
Test:

William T. Bishop
Register of Wills of Queen Anne's County, Md.

Order of Court admitting will to probate.

STATE OF MARYLAND, SCT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY.

The aforegoing Instrument of Writing, purportingto be the last Will and Testament of Mary Kerr Emory 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 May A. D., 1921, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary Kerr Emory deceased.

W. Hopper Gibson

John R. Benton

Chas. E. Cannon
Judges of the Orphans' Court for Queen Anne's County

EXHIBIT NUMBER TWO
Filed June 28th, 1930.

In the Matter of the Administration of the estate of Mary Kerr Emory, late of Queen Anne's County, deceased.

In the Orphans' Court for Queen Anne's County.

To the Honorable, the Judges of said Court:-

In this the First and Final Administation Account of Mary Kerry Emory late of Queen Anne's County, deceased, the subscriber, the Executor under the last will and testament of said deceased, to your Honors sets forth:-

That at the time of the death of said Mary Kerr Emory her personal property was not sufficient to pay her debts and costs of administration, but that she owned a farm, subject to a mortgage, for the purpose of being able to close all debts without having to make sale of the farm, the executor operated and managed said farm taking crops therefrom and out of which all claims have been paid, the only shortage practically being such commissions as this Court may award said Executor. And in addition to the payment of debts he has paid to Blanchard Emory, a devisee under said will, in difference allotments as will appear from this account, the amount of cash money devised to him under this will.

Respectfully submitted,

Edward B. Emory
Executor.

In the Matter of the Administration of the Estate of Mary Kerr Emory, late of Queen Anne's County, deceased.

In the Orphans' Court for Queen Anne's County.

The First and Final Administration Account of Edward B. Emory of B. Executor under the last will and testament of Mary Kerr Emory, late of Queen Anne's County, deceased, showing receipts and disbursements.

To the Honorable, the Judges of said Court:-

Your accountant charges himself with the amount of inventory as returned by the appraisers as follows:-

Cash in Centreville National Bank	$ 200.97
Two Liberty Bonds	196.00
Five hundred and twelve and 61/100 bushels of wheat	673.13
Ten shares of Charles Warner Company stock	135.00
Amount of Inventory	1,205.10

In addition to the above inventory he charges himself with $5.00 interest received on deposit in Centreville National Bank	5.00
Your Accountant charges himself with cash received from the wheat crop for 1921, comprising of 512 bus and 11 pounds of wheat	589.99
Your Accountant charges himself with cash received from the corn crop for year 1921 of 891 bus. 34 lbs	430.27
Your Accountant charges himself with cash received from Hay sold in 1922	42.25
Your Account charges himself with cash received from Charles Warner Company, dividend on stock	2.50
Your Account charges himself with cash received from 614 bushels and 22 pounds of wheat 1922 crop:	348.09
Your Account charges himself with cash received from 245 baskets of tomatoes	57.08
Your accountant charges himself with cash received from 416 bushels and 24 pounds of corn, 1922 crop	300.72
Your accountant charges himself with cash received from 1923 wheat crop:	750.00
And with amount received from the 1923 hay crop:	42.85
Total amount of Receipts	$3,773.85

And your accountant craves allowances for the following disbursements:

1. For cash paid J. Fletcher Rolph Agent, as per bill and receipt:	$ 30.00
2. For cash paid Blanchard Emory as per check	10.00

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3. For cash paid Blanchard Emory as per check	10.00
4. For cash paid Dudley & Carpenter for seed &c., as per bill and receipt:	643.03
5. For cash paid Blanchard Emory as per check	10.00
6. For cash paid Graham McFarland for cleaning well, as per check	7.00
7. For cash paid H. E. Price, Trustee for Annie E. Bryan, Interest on Mortgage as per check	330.00
8. For cash paid Barton Bros burial expenses as per bill and receipts	180.00
9. For cash paid Blanchard Emory as per check	10.00
10. For cash paid Louis Atkinson for balance due him on wheat account, per check	31.79
11. For cash paid Blanchard Emory as per check	20.00
12. For cash paid Wright & Collins for account as per check	6.70
13. For cash paid Blanchard Emory as per check	10.00
14. For cash paid Holland & Thompson for account, as per check	81.55
15. For cash paid William T. Keating Treasurer for Queen Anne's County for taxes:	229.67
16. For cash paid H. E. Price Trustee for Annie E. Bryan, interest on mortgage	330.00
17. For cash paid Blanchard Emory as per check	10.00
18. For cash paid Blanchard Emory as per check	20.00
19. For cash paid Massey & Kilbourne for fertilizer as per receipted note	82.28
20. For cash paid Massey & Kilbourne for fertilizer for the fall of 1921 as per Ck.	37.52
21. For cash paid H. E. Price Trustee for Annie E. Bryan, interest on mortgage as per check	330.00
22. For cash paid by to Massey & Kilbourne for fertilizer as per receipted note:	37.40
23. For cash paid Blanchard Emory as per check	10.00
24. For cash paid Marvel Package Co., for baskets, as per check	3.00
25. For cash paid E. E. Kennard for account proven in estate as per bill and receipt:	110.67
26. For cash paid Rich & Tucker for insurance as per bill and receipt	18.35
27. For cash paid Rich & Tucker for insurance as per bill and receipt	85.66
28. For cash paid William T. Dukes, for sawing luber use of farm, as per bill:	9.76
29. For cash paid William T. Keating Treasurer, taxes as per bill and receipt	230.44
30. For cash paid The Hub, for an account for Blanchard Emory as per bill & check:	54.60
31. For cash paid Howard E. Price Trustee for Annie E. Bryan, interest on mortgage	330.00
32. For Cash paid Blanchard Emory as per check	10.00
33. For cash paid Dr. James M. Corkran for professional services rendered deceased:	107.00
34. For cash paid Wright & Lowe Company, Account as per bill and receipt:	205.00
35. For cash paid Centreville Record, advertising notice to creditors as per bill:	5.00
	$3,627.53
36. For cash paid Massey & Kilbourne for fertilizer as per receipted note:	85.05
37. For cash paid Forman & Mason for account proven and allowed per receipt	.90

38. For cash paid Charles E. Tucker Attorney for professional services rendered as per bill and receipt		20.00
39. For cash paid William T. Bishop, Register of Wills for his costs:		44.50
40. For an allowance to this accountant of seven per cent commissions on gross receipts	$ 264.17	
Less State Tax on Commissions	37.74	226.43
41. For cash paid William T. Bishop, State Tax on Commissions:		37.74
42. For cash retained to pay H. Sacks & Sons the payment having to be made to their Trustee in Bankruptcy		6.10
Total Disbursements		$4,048.25

RECAPITULATIONS

Gross amount of receipts	$ 3,773.85
Total amount of disbursements	4,048.25
Amount of Overpayment	274.40

Respectfully submitted

Edward B. Emory

Executor of Mary Kerr Emory

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

I hereby certify that on this 29th day of October in the year nineteen hundred and twenty three, before me, the subscriber, the register of Wills of Queen Anne's County, State of Maryland, personally appeared Edward B. Emory of B., Executor of Mary Kerr Emory, late of Queen Anne's County, deceased, and made oath in due form of law that the aforegoing First and Final Administration Account is just and true as stated and that he has paid the several accounts therein showed to the best of his knowledge and belief.

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

Wm. T. Bishop
Register of Wills for Queen Anne's County.

ORDER OF COURT.

The within and aforegoing First and Final Administration Account in the Estate of Mary Kerr Emory, late of Queen Anne's County, deceased having been duly examined by the Orphans' Court for Queen Anne's County, IT IS ORDERED this 30th day of October in the year nineteen hundred and twenty three, by the Orphans' Court for Queen Anne's County and by the authority of said Court, that the said First and Final Administration Account be and the same is hereby approved, ratified and confirmed and the same is further ordered to be recorded, filed and received.

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 aforegoing is a true copy of First and Final Administration Account of Edward B. Emory of B., Executor of the Estate of Mary Kerr Emory, deceased, as filed and passed in this office on October 30th, 1923, and recorded in Liber W. T. B. No. 1 Folio 550 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 14th day of June 1930.

Seal's Place.

WILLIAM T. BISHOP
Register of Wills for Queen Anne's County, Maryland

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EXHIBIT NUMBER THREE
Filed June 28th, 1930.

EDWARD B. EMORY OF B., AND SUSAN W. EMORY, TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF MARY K. EMORY, DECEASED,

IN ACCOUNT WITH

ALAN G. EMORY AND BLANCARD EMORY, THIRD, LIFE BENEFICIARIES.

RECEIPTS

Crop Rents from Farm (2/3rds of Landlord's Part):

Wheat:			
1924	2/3rds of 285 bushels,	$ 242.75	
1925	2/3rds of 400 bushels,	374.27	
1926	2/3rds of 418.45 bushels,	318.04	
1927	2/3rds of 297.50 bushels,	245.71	
1928	2/3rds of 750.00 bushels,	616.34	
1929	2/3rds of 932.25 bushels,	588.77	$2,385.88
Corn:			
1923	2/3rds of 332.22 bushels,	$ 185.54	
1924	2/3rds of 496.76 bushels,	408.17	
1925	2/3rds of 763.24 bushels,	250.15	
1926	2/3rds of 769.36 bushels,	367.72	
1927	2/3rds of 237.18 bushels,	133.59	
1928	2/3rds of 626 bushels,	359.43	
1929	Not sold on January 1st, 1930,		1,704.60
Tomato:			
1923	2/3rds of 3751 baskets,	$ 499.93	
1924	2/3rds of 2064 baskets,	275.89	
1925	2/3rds of 1721 baskets,	286.82	
1926	2/3rds of 1078 baskets,	180.23	
1927	2/3rds of 2820 baskets,	320.00	
1928	2/3rds of 817 baskets,	142.30	
1929	2/3rds of 663 baskets,	70.41	1,775.58
Soy Bean:			
1924	2/3rds of 125½ bushels,	$ 167.21	
1926	2/3rds of 122 bushels,	162.72	
1927	2/3rds of 140.66 bushels,	140.44	
1928	2/3rds of 100 bushels,	88.00	558.37
Hay:			
1925	2/3rds of 3 tons,		39.67
Pears:			
1929	2/3rds of 5 baskets,		2.89
Chestnut Poles:			
1924	2/3rds of same sold,		58.50
	TOTAL RECEIPTS,----------		$6,525.49

Borrowed Money (2/3rds of Amount Borrowed):

Cash Advanced on Corn Not Sold:		
1929	Dudley & Carpenter,	166.67
	TOTAL RECEIPTS AND MONEY BORROWED,----------	$6,692.16

DISBURSEMENTS:

Interest on Mortgage (2/3rds):

1923	Howard E. Price, Trustee,	$ 220.00	
1924	Howard E. Price, Trustee,	440.00	
1925	Howard E. Price, Trustee,	440.00	
1926	Howard E. Price, Trustee,	440.00	
1927	Howard E. Price, Trustee,	440.00	
1928	Howard E. Price, Trustee,	440.00	
1929	Howard E. Price, Trustee,	440.00	$2,860.00

Picking Tomatoes (2/3rds of Landlord's Part):

1923	Louis H. Atkinson,	$ 38.72		
	Levi Everett,	37.65	$ 76.37	
1924	Levi Everett,		10.47	
1925	Levi Everett,		14.15	
1927	Levi Everett,		156.35	
1928	Levi Everett,		64.64	321.98

Repairs to Farm Buildings (2/3rds):

1923	Graham McFarland,	$ 21.33		
	M. W. Bordley,	18.60		
	Forman & Mason,	50.44	$ 90.37	
1924	Richard Baynard,	$ 11.67		
	Perry Ringgold,	42.00		
	E. S. Adkins & Company,	196.30		
	Murphy & Hayes,	13.99	263.96	
1925	Dudley & Carpenter,	$ 4.38		
	Ernest Rothwell,	34.08		
	Wright & Collins,	36.84		
	Graham McFarland,	4.00	79.30	
1926	Wright & Lowe Company,	$ 116.67		
	Thomas Blake,	13.50		
	A. B. Rothwell,	44.12	174.29	
1927	E. J. Rothwell,	33.33		
	Lowe Hardware Company,	20.00	53.33	
1928	Mason Hardware Company,	$ 15.14		
	Graham McFarland,	2.00		
	Lowe Hardware Company,	18.20		
	Royden Powell,	33.33	68.67	
1929	N. P. Walters,	$ 21.34		
	E. S. Adkins & Company,	72.72		
	Thomas Blake,	76.80		
	W.T. Callahan Hardware Company,	9.46		
	Graham McFarland,	10.00	190.32	920.24

Seed (2/3rds):

1923	Dudley & Carpenter, rye,		$ 6.11	
1924	Dudley & Carpenter, soy beans	$90.37		
	Mackey & Yerkes, inoculation of above,	16.67		
	Dudley & Carpenter, clover,	11.91	118.95	
1925	Dudley & Carpenter, soy beans	$28.39		
	Louis H. Atkinson, wheat,	9.00	37.39	
1927	Dudley & Carpenter, clover,		16.31	
1928	Dudley & Carpenter, clover,		7.37	
1929	Dudley & Carpenter, clover,		25.66	211.79

Fertilizer (2/3rds):

1923	Massey & Kilbourne,		$ 51.67	
1924	Massey & Kilbourne,	$44.80		
	Superior Guano Company,	8.33	53.13	
1925	Superior Guano Company,		95.35	
1926	Superior Guano Company,		139.15	
1927	Superior Guano Company,		101.44	
1928	William J. Barton & Son,		139.67	
1929	William J. Barton & Son,		133.33	713.74

Taxes (2/3rds):

1923	Treasurer of Queen Anne's County,	$ 159.32	
1924	Treasurer of Queen Anne's County,	164.00	
1925	Treasurer of Queen Anne's County,	161.38	
1926	Treasurer of Queen Anne's County,	163.40	
1927	Treasurer of Queen Anne's County,	174.33	
1928	Treasurer of Queen Anne's County,	162.54	
1929	Treasurer of Queen Anne's County,	162.55	$1,147.52

Ditching (2/3rds):

1924	Joseph Benney,	$ 23.33	
	Robert Earle,	6.00	29.33

Premium on Bond (2/3rds):

1924	J. F. Rolph, Agent, for premium due by E. B. Emory of B., as Executor, the same not having been paid before the closing of the personal estate,		6.67

Interest on Borrowed Money (2/3rds):

1924	Dudley & Carpenter,	$ 11.93	
1925	Dudley & Carpenter,	8.12	
1926	Dudley & Carpenter,	7.31	
1927	Dudley & Carpenter,	10.84	
1928	Dudley & Carpenter,	8.08	
1929	Dudley & Carpenter,	10.04	56.32

Insurance (2/3rds):

1925	Rich & Tucker,	$ 50.67	
1928	Charles F. Rich,	53.26	103.93

Income to Beneficiaries:

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Alan G. Emory:

1925	Cash,		$ 50.00		
1926	Cash,		50.00	$ 100.00	
Blanchard Emory, 3rd:					
1923	Cash,		$ 20.00		
1924	Cash,		20.00		
1925	Clothing	$ 44.45			
	Cash,	47.00	91.45		
1926	Cash,	$ 30.00			
	Clothing,	30.00	60.00		
1927	Cash,	$ 25.00			
	Dental Work,	9.00	34.00		
1928	Cash,	$ 5.00			
	Clothing,	72.00	77.00	$ 302.45	402.45

TOTAL DISBURSEMENTS, ---------- $6,773.97

RECAPITULATION:

TOTAL AMOUNT OF DISBURSEMENTS,	$6,773.97
TOTAL AMOUNT OF RECEIPTS,	6,692.16
OVERPAYMENT,	81.81
LESS CASH ON HAND AS OF JANUARY 1ST, 1930,	65.06
ACTUAL OVERPAYMENT,	$ 16.75

(NOTE: This account is made as of the 1st day of January 1930).

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

I HEREBY CERTIFY that on this twenty eighth 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 Queen Anne's County, personally appeared Edward B. Emory of B., and Susan W. Emory, Trustees under the last will and testament of Mary K. Emory, deceased, and made oath in due form of law that the matters and things stated in the aforegoing ACCOUNT are true to the best of their knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
Public
Seal.

HILDA T. SEWARD
Notary Public.

EXHIBIT NUMBER FOUR
Filed June 28th, 1930.

#4490.

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the twenty fifth day of August in the year nineteen hundred and fourteen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty fifth day of August, in the year nineteen hundred and fourteen, by Mary K. Emory, of Queen Anne's County, in the State of Maryland, widow;

WHEREAS, the said Mary K. Emory is justly indebted unto William J. Price, of Queen Anne's County aforesaid, for money this day loaned to her in the full sum of Eleven Thousand Dollars ($11,000.00), of which said sum Ten Thousand Dollars ($10,000.00) is to be repaid unto the said William J. Price at the expiration of three years from the date of this mortgage with interest thereon in the meantime payable semi-annually from the date of this mortgage, five hundred dollars ($500.00) thereof is to be repaid unto the said William J. Price at the expiration of two years from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage, and Five Hundred Dollars ($500.00) thereof is to be repaid unto the said William

J. Price at the expiration of one year from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage, the aforesaid sum of Eleven Thousand Dollars being loaned and advanced to the said Mary K. Emory by the said William J. Price for the purpose of enabling the said Mary K. Emory to pay the balance of the purchase money for the hereinafter described property sold unto the said Mary K. Emory by Edwin H. Brown, unior, Assignee and Vendor, and conveyed to the said Mary K. Emory by the said Edwin H. Brown, Junior, Assignee and Vendor, by deed bearing even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to the payment of which said balance of said purchase money the aforesaid sum of Eleven Thousand Dollars has been fully applied by the said Mary K. Emory; for which said sum of Eleven Thousand Dollars and the interest to accrue thereon as aforesaid the said Mary K. Emory has passed unto the said William J. Price her three promissory notes, each bearing even date herewith and payable to the order of the said William J. Price at the Queen Anne's National Bank of Centreville, one of said notes being for the sum of Ten Thousand Dollars ($10,000.00) and payable three years after date with interest thereon payabel semi-annually from the date thereof, another of said notes being for the sum of Five Hundred Dollars ($500.00) and payable two years after date with interest thereon payable semi-annually from the date thereof, and another of said notes being for the sum of Five Hundred Dollars ($500.00) and payable one year after date with interest thereon payable semi-annually from the date thereof, and each of said notes bearing across its face in red ink the endorsement "Secured by Mortgage bearing even date herewith";

AND WHEREAS the said loan was made upon the express precedent agreement that the aforesaid principal sum of Eleven Thousand Dollars ($11,000.00) and the interest to accrue thereon as aforesaid and the said notes given for the same as aforesaid, and the prompt payment of the same, were to be secured and assured by this mortgage:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of One Dollar the said Mary K. Emory does hereby grant and convey unto the said William J. Price, his heirs and assigns, in fee simple, all the two following described tracts of land, that is to say:-

Parcel No. I. All that tract or parcel of land or farm called or known as "Indiantown", situate, lying and being in Sparniard's Neck, in the third election district of Queen Anne's County, State of Maryland, upon Chester River, bounded by the Oplar Grove Farm" of Henrietta T. Emory, the "Poplar Gove Farm" of Alfred Green, the woodland of Alfred Green, the land of Alice Wilmer and by that part of the original tract called "Indiantown" now owned by and in the occupancy of Edward B. Emory of B., and containing two hundred and seventy six acres and one hundred and fifty one one-thousandths of an acre of land (276.151), more or less, being the same and all the land described and conveyed as "Parcel No. 1" by the deed from Edwin H. Brown, Jr., Assignee and Vendor, to the said Mary K. Emory, bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to which said deed reference is hereby specially made for a more definite and particular description by metes and bounds, courses and distances, of the said tract of land hereby granted and conveyed.

Parcel No. 2. All that tract or parcel of land called or known as "Smith's Mistake", situate, lying and being in Spaniard's Neck, in the third election district of Queen Anne's County, State of Maryland, bounded on the north east by that part of the original tract called "Smith's Mistake" now owned by Alice Wilmer, and containing seventy two acres and ninety two hundred and five ten thousandths of an acres of land (72.9205), more or less, being the same and all the land described and conveyed as "Parcel No. 2" by the said deed from Edwin H. Brown, Jr., Assignee and Vendor, to the said Mary K. Emory bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to which said deed reference is hereby specially made for a more definite and particular description by mets and bounds, courses and distances, of said tract of land hereby granted and conveyed.

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

PROVIDED, that if the said Mary K. Emory, her heirs, executors, administrators or assigns, shall well and truly pay to the said William J. Price, his executors, administrators or assigns, the aforesaid sum of Eleven Thousand Dollars ($11,000.00) and the interest to accrue thereon as aforesaid when and as the same shall become due and payable according to the tenor of the hereinabove described promissory notes as above set forth, and shall perform all the covenants, conditions and agreements herein on her or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mary K. Emory, her heirs and assigns, shall possess said property.

AND the said Mary K. Emory, for herself, her heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and

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pending this mortgage to keep insured, the improvements on said premises to the amount of at least the full insurable value thereof in some Company or Companies approved by the said William J. Price, 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 William J. Price, his executors, administrators or assigns, or J. FRANK HARPER, of Queen Anne's County aforesaid, his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as party selling may deem expedient, for cahs or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from date of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making the sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Mary K. Emory 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 William J. Price, his executors, administrators or assigns, or J. FRANK HARPER, his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Mary K. Emory, for herself, her heirs, executors, administrators and assigns, hereby covenants to pay.

AND it is hereby understood and agreed that this mortgage shall have priority and preference as a first mortgage and lien over the mortgage from the said Mary K. Emory to Oswald Tilghman, Surviving Trustee, bearing the same date as this mortgage and to be filed for record among the land records of Queen Anne's County aforesaid after the filing of this mortgage for record among said land records, the said mortgage to Oswald Tilghman, Surviving Trustee, being for the sum of $8,180.57.

Witness the hand and seal of the said Mortgagor:-

Test: Wm. E. Thompson.
Madison Brown, Atty. for
Oswald Tilghman, Surviving
Trustee.

MARY K. EMORY (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I HEREBY CERTIFY THAT ON THIS TWENTY FIFTH DAY of August, in the year nineteen hundred and fourteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Mary K. Emory and acknowledged the aforegoing Mortgage to be her act.

WM. E. THOMPSON
Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this twenty fifth day of August in the year nineteen hundred and fourteen, 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. Price, the within named mortgagee, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

WM. E. THOMPSON
Justice of the Peace.

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

For value received and in pursuance of the order of the of the Orphans' Court for Queen Anne's County passed the twenty eighth day of June, nineteen hundred and seventeen, in the matter of the administration and distribution of the personal estate of William J. Price, late of Queen Anne's County, Maryland, deceased, we, Thomas R. L. Price, Howard E. Price and J. Frank Harper, Executors, of the last will and testament of the said William J. Price, deceased, having this day assigned and transferred to Thomas R. L. Price and Howard E. Price, Trustees for Annie E. Bryan in trust under the terms and provisions of subparagraph Five of Item Twenty three of the will of William J. Price, deceased, the three promissory notes for the principal mortgage debt described in and secured by the within and aforegoing mortgage, to wit: the notes for the sum of $10,000.00, $500.00 and $500.00 respectively, do hereby assign the said within and aforegoing mortgage to the said Thomas R. L. Price and Howard E. Price, Trustees for Annie E. Bryan in trust under the terms and provisions of sub-paragraph Five of Item Twenty three of the will of William J. Price, deceased.

Witness our hands and seals this twenty eighth day of June, in the year nineteen hundred and seventeen.

Thomas R. L. Price (SEAL)

Test: C. G. Jump:

Howard E. Price (SEAL)

Howard E. Price (SEAL)

Executors of the last will and testament of William J. Price, late of Queen Anne's County, Maryland, deceased.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 5, folios 539 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 fifth day of June, in the year nineteen hundred and thirty.

B. HACKETT TURNER
Clerk.

Seal's
Place.

EXHIBIT NUMBER FIVE
Filed June 28th, 1930.

#4491.

Q U E E N A N N E'S C O U N T Y, to wit: be it remembered that on the twenty sixth day of August, in the year nineteen hundred and fourteen, the following MORTGAGE was brought to be recorded, to wit:-

T H I S M O R T G A G E, made this twenty fifth day of August, in the year nineteen hundred and fourteen, by Mary K. Emory, widow, of Queen Anne's County, State of Maryland,

WHEREAS, the said Mary K. Emory is justly indebted unto Oswald Tilghman, of Talbot County, State aforesaid, Surviving Trustee of a cause in the Circuit Court for Talbot County in Equity, wherein Blanchard Emory, Jr., et al. are Plaintiffs, and Allen G. Emory, et al., are Defendants, said cause being No. 248 on the Chancery Docket of said Court, (which cause is hereinafter referred to as "Cause No. 248"), in the full sum of eight thousand, one hundred and eighty dollars and fifty seven cents, ($8,180.57), which said sum it is hereby agreed by and between the parties to these presents shall be paid unto the said Oswald Tilghman, Surviving Trustee as aforesaid, at the expiration of three years from the date of these presents, with interest thereon in the meantime payable from the date of these presents, semi-annually during said time and the existence of this mortgage, but it is further agreed and understood that said principal sum shall only be paid upon the order of the Circuit Court for Talbot County in Equity passed in said Cause No. 248 directing the manner of payment. The sum above mentioned and hereby secured is that part of the proceeds of the sales of the real estate made by Edwin H. Brown, Jr., Assignee in a Cause in the Circuit Court for Queen Anne's County in Equity wherein he is the Plaintiff, and John R. Emory and wife are Defendants, said Cause being No. 2043 on the Chancery Docket of said Court, and being hereinafter referred to as "Cause No. 2043", awarded unto the said Oswald Tilghman, Surviving Trustee as aforesaid, by a decree of the Circuit Court for Queen Anne's County in Equity, passed June 30th., 1914, in said Cause No. 2043, allowance being made for the payment of certain costs out of the sum so awarded unto the said Oswald Tilghman, Surviving Trustee as aforesaid, the said Oswald Tilghman, Surviving Trustee as aforesaid, having been authorized, empowered

and directed by the order of the Circuit Court for Talbot County in Equity, passed July 22nd., 1914, in said Cause No. 248, to accept this mortgage from Mary K. Emory, substituted purchaser of said real estate sold in said cause No. 2043, in lieu of the payment unto him in cash of said sum by Edwin H. Brown, Jr., Assignee, Vendor, of said Cause No. 2043; and

WHEREAS, it is further hereby agreed and understood that this mortgage shall, in accordance with the terms and provisions of said order of the Circuit Court for Talbot County in Equity, passed July 22nd., 1914, in said Cause No. 248, be second in lien to the mortgage of Eleven Thousand Dollars upon the land hereinafter described from the said Mary K. Emory unto William J. Price, bearing the same date as these presents and intended to be filed for record among the land record books of Queen Anne's County preceding these presents, in order that the same may have priority and preference over these presents, the said mortgage to the said William J. Price being the mortgage of Elven Thousand Dollars authorized by said order of said court to have priority of lien as a first mortgage over these presents, and this mortgage is hereby declared to be a second and subsequent mortgage and lien upon said property after the said mortgage to the said William J. Price; a copy of the order of the court referred to has been filed among the proceedings in said Cause No. 2043; and

WHEREAS, the said Mary K. Emory desires to secure the payment of the sum hereinbefore mentioned and the interest to accrue thereon as above set forth in accordance with the order passed July 22nd., in said cause No. 248, and to that end does hereby execute these presents.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of one dollar, the said Mary K. Emory does hereby grant and convey unto the said Oswald Tilghman, Surviving Trustee of said Cause No. 248, his heirs, successors and assigns, in fee simple, all that tract of land or farm situate, lying and being in Spaniard's Neck in the third election district of Queen Anne's County, State of Maryland, upon Chester River, bounded by the Poplar Grove Farm of Henrietta T. Emory, the Poplar Grove Farm of Alfred Green, the woodland of Alfred Green, and the land of Alice Wilmer, and also bounded by that part of the tract of land called "Indiantown" now owned by and in the occupancy of Edward B. Emory of B., the land hereby grant and conveyed being part of the original tract calld "Indiantown", and part of the tract of land called "Smith's Mistake" adjoining said Indiantown, the land hereby granted and conveyed containing three hundred and forty nine and eight one-hundredths acres (349.08) of land, more or less, and is the same land granted and conveyed by the said Mary K. Emory by Edwin H. Brown, Jr., Assignee, by deed bearing date August 25th., 1914, and intended to be recorded among the land recorded among the land record books of Queen Anne's County aforesaid immediately preceding the mortgage of elven thousand dollars above mentioned and described, to which deed reference is hereby made for a description of the land hereby granted and conveyed by metes and bounds, courses and distances.

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 Mary K. Emory, her heirs, executors, administrators or assigns, shall well and truly pay to the said Oswald Tilghman, Surviving Trustee as aforesaid, his successors or assigns, the aforesaid sum of Eight Thousand, One Hundred and Eighty Dollars and fifty seven cents, when and as the same shall become due and payable the interest to accrue thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on her and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mary K. Emory, her heirs and assigns shall possess said property.

AND the said Mary K. Emory, for herself, her heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the full insurable value thereof in some company or companies approved by the said Oswald Tilghman, Surviving Trustee as aforesaid, and his successors in said trust, 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 said mortgage of Eleven Thousand Dollars heeinbefore mentioned and described, so long as the same or any part thereof may be due and owing, and that no act or thing shall be done whereby said mortgaged premises shall be depreciated or lessened in value.

BUT, in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either as they severally fall due or in any covena,t condition or agreement in this mortgage, or in any covenant, condition or agreement of the said mortgage of eleven thousand dollars hereinbefore mentioned and described, 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 Oswald Tilghman, Surviving Trustee, as aforesaid, or his successor successors, as Trustee of said Cause No. 248 or Edwin H. Brown, Jr., and Madison Brown, or either of them, who are hereby duly constituted attorneys forthe 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, as such other notice as the parties selling may deem expedient, for cash or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making the sale, the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Mary K. Emory or whoever may be entitled to same.

Witness her hand and seal.

Test: Wm. E. Thompson. MARY K. EMORY (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this twenty fifth day of August, in the year nineteen hundred and fourteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Mary K. Emory and she did acknowledge the aforegoing Mortgage to be her act.

WM. E. THOMPSON

Justice of the Peace.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this twenty fifth day of August in the year nineteen hundred and fourteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Edwin H. Brown, Jr. the agent of Oswald Tilghman, Surviving Trustee, the within named Mortgagee, and he made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth, and at the same time he did further make oath in due form of law that he is the agent of the said Oswald Tilghman, Surviving Trustee, the within named Mortgagee.

WM. E. THOMPSON

Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 5, folios 543, 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 fifth day of June, in the year nineteen hundred and thirty.

Seal's Place.

B. HACKETT TURNER Clerk.

EXHIBIT NUMBER SIX
Filed June 28th, 1930.

In the Matter of	)	IN THE
	)	
George G. Govett, et al	)	CIRCUIT COURT
	)	
	)	OF
Alan G. Emory, et al	)	
	)	BALTIMORE CITY.

September Term, 1911

Upon consideration of the aforegoing petition:

A38580

It is thereupon, this Eighteenth day September 1911, by the CIRCUIT COURT OF BALTIMORE CITY, and by authority of this Court, Adjudged, Ordered and Decree, that John Holland Dulany Emory be and he is hereby hereby declared to be legally adopted child of George G. Govett and Rebecca Govett as prayed in said petition and that the name of the said John Holland Dulany Emory be and the same is hereby changed from John Holland Dulany Emory to John Holland Dulany Govett and that the said petitioner pay the cost of the proceedings to be taxed by the Clerk.

Chas. W. Heuisler

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 Decree 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 3rd day of June A. D. 1930

CHAS. R. WHITEFORD
Clerk.

Seal's
Place.

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In the case of	)	Baltimore, Md. 6-3 1930
Geo. G. Govett, et al.	) A 315 1911)	J. R. Standiford)
VS.	)	IN THE CIRCUIT COURT OF BALTIMORE CITY
Allan G. Emory, et al.	)	

Court's Costs $ 50¢
Test: CHARLES R. WHITEFORD, Clerk
Received Payment, 6-4 1930
Chas. R. Whiteford
Clerk
Per Geo. H. West.

EXHIBIT NUMBER SEVEN
Filed June 28th, 1930.

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

The Petition of Edwin H. Brown, Jr. of Queen Anne's County, State of Maryland suggests and makes known to your Honor, that Blanchard Emory a resident of Queen Anne's County and State of Maryland is a lunatic and insane pauper, and has been so for some time past, that he is wholly without means, possessing no property and being untitled to none.

Your petitioner therefore prays that your Honors will cause a Jury of twelve men, good and lawful men to be impanelled forthwith, and to be charged to inquire whether the said Blanchard Emory is a lunatic or insane pauper, and if he shall be so found by said Jury to be a lunatic and insane pauper, that he might be sent by the County Commissioners of Queen Anne's County to some Hospital at the expense of the County aforesaid, until he shall have recovered his health and be discharged in due course of law, said commitment shall be from the day of the finding of said Jury according to the Acts of the Assembly, known as Article 79, Section 1 of the Code of Public General Laws.

And as in duty.

Edwin H. Brown, Jr.

In the matter of the lunacy of Blanchard Emory.	)	In the Circuit Court for Queen Anne's County.

To George A. Whitely, Sheriff of Queen Anne's County.

You are hereby directed to summons forthwith twelve good and lawful men to inquire whether Blanchard Emory be a lunatic or insane pauper.

Given this 19th. day of July, 1909.

Filed July 19th. 1909. Philemon B. Hopper

In the matter of the lunacy of Blanchard Emory.	( ) (	In the Circuit Court for Queen Anne's County.

An inquisition taken in open Court this nineteenth day of July, in the year nineteen hundred and nine upon the oath of the undersigned Jurors, who being charged to inquire whether Blanchard Emory of Queen Anne's County, State of Maryland be a lunatic and insane pauper, do say and find that the said Blanchard Emory is at the time of this inquisition, and has been for some time past, a lunatic and insane pauper.

Found under oath and under our hands and seals this nineteenth day of July, in the year nineteen hundred and nine.

W. Hopper Gibson (SEAL)
Charles M. West (SEAL)
Z. R. Collins (SEAL)
G. H. Ryland (SEAL)
A. M. Keating (SEAL)
W. J. Woodford (SEAL)
J. Thomas Holland (SEAL)
R. M. Hopkins (SEAL)
Alfred Green (SEAL)
John M. Perry (SEAL)
Wm. P. Burris (SEAL)
R. F. Eaton (SEAL)

Filed July 19th. 1909.

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

I hereby certify that the aforegoing is truly taken and copied from the original Petition and Inquisition filed in the Circuit Court for Queen Anne's County on the 19th. day of July, in the year 1909 in the above entitled case, and being No. 1. Petitions July, 1909 in said court.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County.

B. HACKETT TURNER
Clerk.

Seal's
Place.

EXHIBIT NUMBER EIGHT
Filed June 28th, 1930.

April 18th, 1930.

To Edward B. Emory of B., and Susan W. Emory,
Trustees under the will of Mary K. Emory for and in behalf of Alan G. Emory and Blanchard Emory, 3rd.

We, Howard Wood, Junior, and Phebe Wilmer Wood, do hereby make you and/or the other parties interested in the same, an offer of $23,333.33 for the undivided two-thirds interest and estate of, in and to the tract of land or farm, known as "Indiantown", situate, lying and being in Spaniard's Neck, on Chester River, in the Third Election District of Queen Anne's County, State of Maryland, and containing 276.151 acres of land, more or less, and the tract of woodland, known as "Smith's Mistake", situate, lying and being in Spaniard's Neck, on the right side of the public road leading from Centreville into said Spaniard's Neck, and containing 72.9205 acres of land, more or less, now held by you in trust for and in behalf of Alan G. Emory and Blanchard Emory, 3rd, under the terms and provisions of the last will and testament of Mary K. Emory, late of Queen Anne's County aforesaid, deceased, you to pay the broker's commission incident to the sale thereof; provided, of course, that we will be able to obtain an unencumbered, marketable, fee simple title of, in and to the same; and provided further that this offer depends on the securing of a decree for the sale of said undivided two-thirds interest and estate of, in and to said tract of land or farm and said tract of woodland at private sale to us, and a final ratification of the sale by the Circuit Court for Queen Anne's County in Equity.

We are ready and offer to buy said undivided two-thirds interest and estate of, in and to said tract of land or farm and said tract of woodland upon the following terms, that is to say:
upon the passage of the decree by said Court authorizing and directing a private sale to us, we will pay you as Trustees ten per centum (10%) of the purchase price in cash, and on or before the 1st day of January, 1931, provided a final ratification of the sale by the Court has been made, we will pay you as Trustee the balance of said purchase price in cash or by certified check.
It is understood that all crops grown on said farm during the year 1930, (except the 1931 wheat crop hereinafter mentioned), shall remain the property of yourselves as Trustees, you to pay all expenses incident thereto and all taxes now

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due and in arrear, if any, as well as the taxes for the year 1930. It is further understood that you are to give us possession as of the said 1st day of January, 1931; that said properties will be sold subject to the tenancy of the present tenant, Edwin E. Burris, for the remainder of the year 1930; that we are to undertake the seeding of the wheat on said tract of land or farm in the fall of this year (1930) and bear all expenses incident thereto; that the insurance on the buildings on said tract of land or farm shall be adjusted as of the said 1st day of January 1931; and that we, our guests and servants, shall have the right and privilege, subject to the rights and privilege of the said tenant hereinbefore named, to hunt and shoot all upland game and whaterfowl which may be found upon said tract of land or farm and said tract of woodland and upon the waters bounding the shores thereof.

To show you our good faith, we hand you herewith a check for the sum of $2,333.33 to bind the bargain so farm as we are concerned, said sum of $2,333.33 to be applied by you as Trustees to the initial payment of ten per centum (10%) on account if and when said Court passes said decree authorizing and directing a private sale to us.

Respectfully submitted,

Test: HOWARD WOOD JR.

Wm. R. Horney. PHEBE WILMER WOOD

ORDER OF PUBLICATION
Filed June 28th, 1930.

ORDER OF PUBLICATION

ALAN G. EMORY and HILDA F. EMORY, his wife, EDWARD B. EMORY OF B., and SUSAN W. EMORY, his wife, and the said EDWARD B. EMORY OF B., and SUSAN W. EMORY, Trustees under the last will and testament of Mary K. Emory, deceased, Plaintiffs, vs. BLANCHARD EMORY, 3RD, JOHN HOLLAND DULANEY GOVETT, who calls himself John Emory, Infant, and CATHERINE B. EMORY, his wife, Infant, JOHN ALAN EMORY, Infant, HOWARD E. PRICE, Trustee "In the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan", and OSWALD TILGHMAN, Surviving Trustee in the case of "Blanchard Emory, Jr., et al. vs. Allen G. Emory, et al.", Defendants.	In the Circuit Court for Queen Anne's County in Equity. Cause No.

The object of this suit is to procure the sale of a two-thirds interest in the farm known as "Indiantown" and the tract of woodland known as "Smith's Mistake" situate in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, owned by Mary K. Emory, late of Queen Anne's County aforesaid, deceased, at the time of her death and devised (as to said two-thirds interest) by Item Two of her last will and testament unto Edward B. Emory of B., and Susan W. Emory, and the survivor of them, in trust for the purposes in said will expressed, on the ground that such a sale will be to the interest and advantage of all parties concerned and the proceeds of sale invested under the direction of the Circuit Court for Queen Anne's County in Equity to enure to the same parties and in like manner as by said will is provided.

The substance of the Bill of Complaint is as follows, to wit:

That Mary K. Emory departed this life on April 19th, 1921, seized and possessed of said farm and woodland and leaving a will, by which she devised the said farm and woodland (as to said two-thirds interest) to the said Edward B. Emory of B., and Susan W. Emory in trust as aforesaid.

That Edward B. Emory of B., the Executor of said will, overpaid the personal estate to the extent of $274.40, $20.00 of which constituted an overpayment of a legacy of $100.00 to Blanchard Emory, 3rd.

That said Edward B. Emory of B., and Susan W. Emory, Trustees under said will, have never placed their trust within the jurisdiction of said Court but have exercised and are exercising the duties thereof as evidenced by a vertified account filed as an exhibit with the bill of complaint.

That said farm and said woodland are subject to a first mortgage for $11,000.00 to William J. Price, dated August 25th, 1914, and now held by Howard E. Price, Trustee "In the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan", a two-thirds part of the mortgage debt, with interest from February 25th, 1930, constituting a lien upon the corpus of said trust estate.

That said farm and said woodland is subject to a second mortgage for $8,180.57 to Oswald Tilghman, Surviving Trustee in the case of "Blanchard Emory, Jr., et al. vs. Allen G. Emory, et al.", dated August 25th, 1914, a two-thirds part of the mortgage debt, with interest from the date of the death of the said Mary K. Emory, constituting a lien upon the corpus of said trust estate.

That under the terms and provisions of the trust created by said will one-third of the net income is directed to be paid to Alan G. Emory for his life and after his death the trust is to cease and said one-third interest is then devised and bequeathed to the issue of said Alan G. Emory living at the time of his death, and if there be no issue the said one-third interest is then devised to the said Edward B. Emory of B., and Blanchard Emory, 3rd, in equal parts.

That the said Alan G. Emory has one child, John Holland Dulaney Emory, an infant, who was legally adopted by George B. Govett and Rebecca Govett, his wife, his name having been changed to John Holland Dulaney Govett; that said John Holland Dulaney Govett calls himself John Emory and is now intermarried with Catherine B. Emory, infant, and have one child, John Alan Emory, an infant.

That under the terms and provisions of the trust created by said will one-third of the net income is directed to be paid to Blanchard Emory, 3rd, for his life and after his death the trust is to cease and said one-third interest is then devised and bequeathed to the issue of said Blanchard Emory, 3rd, living at the time of his death, and if there be no issue the said one-third interest is then devised to the said Alan G. Emory and Edward B. Emory of B., in equal parts.

That the said Blanchard Emory, 3rd, has never married and was on July 19th, 1909, adjudicated an insane pauper; and that he has no committee but is of age.

That said Edward B. Emory of B., and Susan W. Emory, Trustees under said will, have received from Howard Wood, Jr., and Phebe Wilmer Wood, his wife, an offer of $23,333.33 for said two-thirds part of said farm and woodland provided they may purchase the same at a private sale to be finally ratified by said Court and secure an unincumbered, marketable, fee simple title to the same upon the terms set forth in their offer, the broker's commission of 10% to be paid out of the fund.

That the Trustees are unable to conduct and manage said farm to the best interest and advantage of their cestui que trustants; that said farm is on a small income paying basis; that it will take large sums to place said farm in a productive state; that said farm is deteriorating in value to the detriment of the remaindermen; that said woodland is not productive of any income and is a burden on the income of said trust estate; and that for these and other reasons it would be to the interest and advantage of all parties concerned that the said farm and said woodland be sold and the proceeds of sale invested to enure to the same parties as by said will is provided.

That the Plaintiffs to said Bill of Complaint pray said Court for relief, as follows:

For a sale of said two-thirds interest in said farm and woodland under a decree of said Court at private sale to the said Howard WOod, Jr., and Phebe Wilmer Wood, his wife, at and for the price and terms set forth in said offer.

For the investment of the proceeds of sale under the direction of this Court for the benefit of the parties to this suit according to their rights under said will.

And for such other and further relief as their case may require.

That the said Plaintiffs further pray said Court, as follows:

For an order of publication, giving notice to the said John Holland Dulaney Govett, who calls himself John Emory, and Catharine B. Emory, his wife, and John Alan Emory, their son, who are all infants and non-residents of the State of Maryland, residing in the State of New Jersey, of the substance and object of the Bill of Complaint, and also the writ of subpoena against the said Blanchard Emory, 3rd, Howard E. Price, Trustee as aforesaid, and Oswald Tilghman, Trustee as aforesaid, who together with the Plaintiffs constitute the parties interest in said farm and said woodland.

IT IS THEREUPON, this 28th day of June, 1930, ordered by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the Plaintiffs, by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County aforesaid, once in each of four successive weeks before the 6th day of August, 1930, give notice to the said John Holland Dulaney Govett, who calls himself John Emory, and Catherine B. Emory, his wife, and John Alan Emory, their son, whom the Bill of Complaint states are all infants and non-residents of the State of Maryland, residing in the State of New

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Jersey, of the object and substance of said Bill of Complaint, warning them and each of them to appear in the Circuit Court for Queen Anne's County in Equity, in person or by solicitor, on or before the 22nd day of August, 1930, to answer the premises and show cause, if any they have, whay a decree ought not to be passed as prayed.

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

Filed June 28th, 1930.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed July 3rd, 1930.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYALDN

TO Oswald Tilghman, Surviving Trustee
in the case of "Blanchard Emory, Jr.,
Seal's et al. vs. Allen G. Emory, et al.",
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 July next, to answer the complaint of Alan G. Emory, and others, against you in Said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday day of June 1930
Issued the 28th day of June in the year 1930

B. Hackett Turner Clerk.

J. H. C. Legg, et al.

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 July next, being the Return Day.

B. HACKETT TURNER Clerk.

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

Received the 30th day of June 1930 and forthwith delivered to the Sheriff of Talbot County for service.

Test Chas. B. Lloyd
Clerk.

Served by reading the within Subpoena to Oswald Tilghman this 2nd day of July 1930, & leaving copy of same with him.

T. J. Faulkner
Sheriff.

Filed July 3rd, 1930.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
Filed July 7th, 1930.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's
Place

TO Blanchard Emory, 3rd.

OF CARROLL 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 Alan G. Emory, and others, against you in Said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday day of June 1930

Issued the 28th day of June in the year 1930

B. Hackett Turner Clerk.

J. H. C. Legg, et al.
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 July next, being the Return Day.

B. Hackett Turner Clerk.

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

I hereby certify that I served the within subpoena upon Blanchard Emory 3rd, by reading the same to him and by leaving a copy thereof with the Superintenent of the Springfield State Hospital for the Insane, this 3rd day of July, 1930.

Geo. C. Fowble
Sheriff.
Carroll Co. Md.

Filed July 7th, 1930.

SUBPOENA FOR RESPONDENT TO APPEAR
AND ANSWER
Filed July 17th, 1930.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place THE STATE OF MARYLAND

TO Howard E. Price, Trustee "In the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan",

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMONDED, 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 Alan G. Emory, 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 day of June 1930
Issued the 28th day of June in the year 1930

B. Hackett Turner Clerk.

J. H. C. Legg, et al.,
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 July next, being the Return Day

B. Hackett Turner Clerk.

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

Served by reading the within Subpoena to Howard E. Price, Trustee in the matter of the trust created under the Will of William J. Price, deceased, for and in behalf of Annie E. Bryan, and by leaving a copy of same with him this 4th day of July 1930.

Frank Y. Whiteley
Shff.

Filed July 7th, 1930.

H3580

ANSWER OF HOWARD E. PRICE,
TRUSTEE.
Filed Sept. 11th, 1930.

ALAN G. EMORY, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
BLANCHARD EMORY, 3rd, ET AL.	)	Cause No. 2830.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Howard E. Price, Trustee "In the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan", one of the Defendants in the above cause, to the Bill of Complaint filed against him in said cause, to your Honors respectfully shows:

That this Defendant admits the several matters and things stated in the said Bill of Complaint which concern him to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in said Bill of Complaint, without the necessity for the taking of any testimony in support of the allegations of the said Bill.

And as in duty bound, etc.,

HOWARD E. PRICE
Trustee "In the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan."

CERTIFICATE OF PUBLICATION OF ORDER
OF PUBLICATION
Filed Sep. 12th, 1930.

ORDER OF PUBLICATION

ALAN G. EMORY and HILDA F. EMORY, his wife; EDWARD B. EMORY of B., and SUSAN W. EMORY, his wife, and the said EDWARD B. EMORY OF B., andSUSAN W. EMORY, Trustees under the last will and testament of Mary K. Emory, deceased,
Plaintiffs.

vs.

BLANCHARD EMORY, 3RD, JOHN HOLLAND DULANEY GOVETT, who calls himself John Emory, Infant, and CATHERINE B. EMORY, his wife, Infant, JOHN ALAN EMORY, Infant, HOWARD E. PRICE, Trustee "In the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan", and OSWALD TILGHMAN, Surviving Trustee in the case of "Blanchard Emory, Jr., et al. vs. Allen G. Emory, et al," Defendants.

IN THE CIRCUIT FOR QUEEN ANNES COUNTY IN EQUITY.

CAUSE NO.

The object of this suit is to procure the sale of a two-thirds interest in the farm known as "Indiantown" and the tract of woodland known as "Smith's Mistake" situate in Spaniard's Neck, in the Third Election District of Queen Annes County, State of Maryland, owned by Mary K. Emory, late of Queen Annes County aforesaid, deceased, at the time of her death and devised (as to said two-thirds interest) by Item Two of her last will and testament unto Edward B. Emory of B, and Susan W. Emory, and the survivor of them, in trust for the purposes in said will expressed on the ground that such a sale will be to the interest and advantage of all parties concerned and the proceeds of sale invested under the direction of the Circuit Court for Queen Anne's County in Equity to enure to the same parties and in like manner as by said will is provided.

The substance of the Bill of Complaint is as follows, to wit:
That Mary K. Emory departed this life on April 19th, 1921, seized and possessed of said farm and woodland and leaving a will, by which she devised the said farm and woodland (as to said two-thirds interest) to the said Edward B. Emory of B., and Susan W. Emory in trust as aforesaid.

That Edward B. Emory of B., the Executor of said will overpaid the personal estate to the extent of $274,-40, $20.00 of which constituted an over payment of a legacy of $100.00 to Blanchard Emory, 3rd.

That said Edward B. Emory of B., and Susan W. Emory, Trustees under said will, have never placed their trust within the jurisdiction of said Court but have exercised and are exercising the duties thereof as evidenced by a verified account filed as an exhibit with the bill of complaint.

That said farm and said woodland are subject to a first mortgage for $11,000.00 to William J. Price, dated August 25th, 1914, and now held by Howard E. Price, Trustee "In the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan", a two-thirds part of the mortgage debt, with interest from February 25th, 1930, constituting a lien upon the corpus of said trust estate.

That said farm and said woodland is subject to a second mortgage for $8,180.57 to Oswald Tilghman, Surviving Trustee in the case of "Blanchard Emory, Jr., et al. vs. Allen G. Emory et al." dated August 25th, 1914, a two-thirds part of the martgage debt, with interest from the date of the death of the said Mary K. Emory, constituting a lieu upon the corpus of said trust estate.

That under the terms and provisions of the trust created by said will one-third of the net income is directed to be paid to Alan G. Emory for his life and after his death the trust is to cease and said one-third interest is then devised and bequeathed to the issue of said Alan G. Emory living at the time of his death, and if there be no issue the said one-third interest is then devised to the said Edward B. Emory of B., and Blanchard Emory, 3rd, in equal parts.

That the said Alan G. Emory has one child, John Holland Dulaney Emory, an infant, who was legally adopted by George B. Govett and Rebecca Govett, his wife, his name having been changed to John Holland Dulaney Govett; that said John Holland Dulaney Govett calls himself John Emory and is now intermarried with Catherine B. Emory, infant, and have one child, John Alan Emory, an infant.

That under the terms and provisions of the trust created by said will one-third of the net income is directed to be paid to Blanchard Emory, 3rd, for his life and after his death the trust is to cease and said one-third interest is then devised and bequeathed to the issue of said Blanchard Emory, 3rd, living at the time of his death, and if there be no issue the said one-third interest is then devised to the said Alan G. Emory and Edward B. Emory, of B., in equal parts.

That the said Blanchard Emory, 3rd, has never married and was on July 19th, 1909, adjudicated an insane pauper; and that he has no no committee but is of age.

That said Edward B. Emory of B., and Susan W. Emory, Trustees under said will, have received from Howard Wood, Jr., and Phebe Wilmer Wood, his wife, an offer of $23,333.33 for said two-thirds part of said farm and woodland provided they may purchase the same at a private sale to be finally ratified by said Court and secure an unincumbered, marketable, fee simple title to the same upon the terms set forth in their offer, the broker's commission of 10 per cent to be paid out of the fund.

That the Trustees are unable to conduct and manage said farm to the best interest and advantage of their cestui que trustants; that said farm is on a small income paying basis; that it will take large sums to place said farm in a productive state; that said farm is deteriorating in value to the detriment of the remaindermen; that said woodland is not productive of any income and is a burden on the income of said trust estate; and that for these and other reasons it would be to the interest and advantage of all parties concerned that the said farm and said woodland be sold and the proceeds of sale invested to enure to the same parties as by said will is provided.

That the Plaintiffs to said Bill of Complaint pray said Court for relief as follows:

For a sale of said two-thirds interest in said farm and woodland under a decree of said Court at private sale to the said Howard Wood, Jr., and Phebe Wilmer Wood, his wife, at and for the price and terms set forth in said offer.

For the investment of the proceeds of sale under the direction of this Court for the benefit of the parties to this suit according to their rights under said will.

And for such other and further relief as their case may require.

That the said Plaintiffs further pray said Court, as follows:

For an order of publication, giving notice to the said John Holland Dulaney Govett, who calls himself John Emory, and Catherine B. Emory, his wife, and John Alan Emory, their son, who are all infants and non-residents of the State of Maryland, residing in the State of New Jersey, of the substance and object of the Bill of Complaint, and also the writ of subpoena against the said Blanchard Emory, 3rd, Howard E. Price, Trustee as aforesaid, and Oswald Tilghman, Trustee as aforesaid, who together with the Plaintiffs constitute the parties interested in said farm and said woodland.

IT IS THEREUPON, this 28th day of June, 1930, ordered by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the Plaintiffs, by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County aforesaid, once in each of four successive weeks before the 6th day of August, 1930, give notice to the said John Holland Dulaney Govett, who calls himself John Emory, and Catherine B. Emory his wife and John Alan Emory, their son, whom the Bill of Complaint states are all infants and non-residents of the State of Maryland, residing in the State of New Jersey, of the object and substance of said Bill of Complaint, warning them and each of them to appear in the Circuit Court for Queen Anne's County in Equity, in person or by solicitor, on or before the 22nd day of August, 1930, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed.

B. HACKETT TURNER
Clerk of the Circuit Court for Queen Anne's County.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed-June 28th, 1930.

R3858

PETITION FOR DECREE PRO CONFESSO
Filed Sept. 12th, 1930.

ALAN G. EMORY, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	In Equity.
	)	
BLANCHARD EMORY, 3RD, ET AL.	)	Cause No. 2830.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Alan G. Emory, et al., Plaintiffs, unto your Honors, respectfully sets forth:

1. That John Holland Dulaney Govett, who calls himself John Emory, and Oswald Tilghman, Surviving Trustee in the case of "Blanchard Emory, Jr., et al. vs. Allen G. Emory, et al. ", are two of the Defendants named in the Bill of Complaint filed in the above cause.

2. That on the 28th day of June, 1930, this Court granted unto your Petitioners an Order of Publication, giving notice to the said John Holland Dulaney Govett, who calls himself John Emory, who was then an infant, but who arrived at the age of twenty one years on the 25th day of July, 1930, and who was a non-resident of the State of Maryland, residing in the State of New Jersey, of the substance and object of said Bill of Complaint, and warning him to appear in this Court in person or by solicitor on or before the 22nd day of August, 1930, to answer the premises and show cause, if any he had, why a decree ought not to be passed as prayed, as will appear by reference to a copy of said order of publication and the certificate of the publication thereof filed among the proceedings in this cause.

3. That on the said 28th day of June, 1930, the Clerk of this Court issued a writ of subpoena directed to the said Oswald Tilghman, Surviving Trustee as aforesaid, commanding him to be and appear in this Court on or before the first Monday of July, 1930, and answer the premises and abide by and perform such decree as may be passed in this cause.

4. That up to the date of the filing of this Petition the said John Holland Dulaney Govett, who calls himself John Emory, and the said Oswald Tilghman, Surviving Trustee as aforesaid, have not appeared in this Court, either in person or by solicitor, in answer to said Order of Publication and said subpoena, nor has any answer to said Bill of Complaint been filed by or on behalf of either of them.

5. That your Petitioners are advised that they are entitled to obtain an order of this Honorable Court that their said Bill of Complaint be taken pro confesso as against the said John Holland Dulaney Govett, who calls himself John Emory, and against the said Oswald Tilghman, Surviving Trustee as aforesaid.

Your Petitioners, therefore, pray this Honorable Court to pass an order that their said Bill of Complaint be taken pro confesso as against the said John Holland Dulaney Govett, who calls himself John Emory, and the said Oswald Tilghman, Surviving Trustee as aforesaid.

Respectfully submitted,

J. H. C. LEGG
Solicitor for Alan G. Emory and wife.

HARPER & HORNEY
Solicitors for Edward B. Emory and wife, individually and as Trustees.

CLERK'S CERTIFICATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I HEREBY CERTIFY that there has been no appearance entered for and on behalf of either John Holland Dulaney Govett, who calls himself, John Emory, or Oswald Tilghman, Surviving Trustee, in the above cause and that there has been no answer filed by either of them up to the date of the filing of the aforegoing Petition.

B. HACKETT TURNER
Clerk.

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM.
Filed Sept. 12th, 1930.

ALAN G. EMORY, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	In Equity.
	)	
BLANCHARD EMORY, 3RD, ET AL.	)	
		Cause No. 2830.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Alan G. Emory, et al., Plaintiffs, by J. H. C. Legg and William R. Horney, their solicitors, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the Bill of Complaint filed in this cause, two of the Defendants, to wit: Catherine B. Emory and John Alan Emory, are infants under the age of twenty one years.

2. That as will further appear by reference to said Bill of Complaint, one of the Defendants, to wit: Blanchard Emory, 3rd, is a non compos mentis.

3. That the Order of Publication heretofore passed in this cause against the said infants, both of whom are non-residents of the State of Maryland, has been duly published in accordance with the direction of this Court, as will appear from a copy of said Order of Publication and the certificate of the publication thereof filed among the proceedings in this cause.

4. That the writ of subpoena issued in this cause against the said non compos mentis has been duly served in accordance with law upon said non compos mentis, as will appear by reference to the return of the Sheriff of Carroll County.

5. That your Petitioners are advised that because of the infancy of said non-resident Defendants and because of the incompetency of the said non compos mentis it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend the suit for said infant Defendants and said non compos mentis Defendant, instituted against them by said Bill of Complaint.

6. That said infant Defendants and said non compos mentis Defendant have no legal guardian or committee residing within the jurisdiction of this Court.

Your Petitioners, therefore, pray this Honorable Court to pass an order appointing some suitable person within the jurisdiction of this Court, Guardian Ad Litem for said infant Defendants and said non compos mentis Defendant with instructions to said Guardian Ad Litem to answer and defend the said suit for said infants and said non compos mentis.

Respectfully submitted,

J. H. C. LEGG
Solicitor for Alan G. Emory and wife.

HARPER & HORNEY
Solicitors for Edward B. Emory and wife, individually and as Trustees.

DECREE PRO CONFESSO
Filed Sept. 13th, 1930.

ALAN G. EMORY, ET AL.,	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
BLANCHARD EMORY, 3RD, ET AL.	)	
		Cause No. 2830.

DECREE PRO CONFESSO

John Holland Dulaney Govett, who calls himself John Emory, and Oswald Tilghman, Surviving Trustee in the caise of "Blanchard Emory, Jr., et al. vs. Allen G. Emory, et al.", two of the Defendants to the Bill of Complaint filed in the above cause, having been given notice and warned and commanded, respectively, to appear to and answer the said Bill of Complaint by the Order of Publication and the writ of subpoena, respectively, and having failed to appear thereto and answer the same according to the exigency of the said Order of Publication and writ of subpoena, respectively, IT IS THEREUPON, on this 13th day of September, 1930, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the said Bill of Complaint be and the same is hereby taken pro confesso against the said John Holland Dulaney Govett, who calls himself John Emory, and the said Oswald Tilghman, Surviving Trustee as

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aforesaid; and leave to take testimony before one of the regular examiners of this Court be and the same is hereby given to the Plaintiffs in order that the allegations of the Bill of Complaint may be proved.

Filed Sep. 13th, 1930. LEWIN W. WICKES

ORDER OF COURT
Filed Sep. 13th, 1930.

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED, on this 13th day of September, 1930, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that Mrs. Hilda T. Seward, of Queen Anne's County, State of Maryland, be and she is hereby appointed Guardian Ad Litem of Catherine B. Emory and John Alan Emory, infants, and Blanchard Emory, 3rd, non compos mentis, with instructions to her to answer and defend the suit instituted against said infants and said non compos mentis by the Bill of Complaint filed in the above entitled cause.

Filed Sep. 13th, 1930. LEWIN W. WICKES

ANSWER OF GUARDIAN AD LITEM
Filed Sept. 13th, 1930.

ALAN G. EMORY, ET AL., Plaintiffs,	)	In the Circuit Court for Queen Anne's County In Equity.
vs.	)	
BLANCHARD EMORY, 3RD., ET AL., Defendants.	)	Cause No. 2830.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Catherine B. Emory and John Alan Emory, Infants, under the age of twenty one years, and Blanchard Emory, 3rd., non compos mentis, by Hilda T. Seward, their Guardian Ad Litem, to the Bill of Complaint of Alan G. Emory, et al., filed against them in the above entitled cause say:

That these Defendants cannot admit any of the matters and things alledged in said Bill of Complaint, the said Catherine B. Emory and John Alan Emory being infants of tender years and the said Blanchard Emory, 3rd., being incompetent, and submit their rights to the protection of this Honorable Court.

HILDA T. SEWARD
Guardian Ad Litem.

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

I HEREBY CERTIFY that on this 13th 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 Hilda T. Seward, 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 her knowledge and belief.

B. HACKETT TURNER
Clerk.

DEPOSITIONS
Filed Sept. 16th, 1930.

ALAN G. EMORY, ET AL., Plaintiffs,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
BLANCHARD EMORY, 3RD, ET AL., Defendants.	)	Cause No. 2830.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled cause being at issue, and the counsel for the Plaintiffs and the Guardian Ad Litem having notified the subscriber, one of the regular examiners for this Honorable Court, of their desire to take testimony, your examiner did, on the fifteenth day of September, nineteen hundred and thirty, attend at the law offices of Harper and Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 9 o'clock, A. M., and proceeded to take the following testimony, there being present Edward B. Emory of B., one of the Plaintiffs, William R. Horney, one of the solicitors for the Plaintiffs, and the Guardian Ad Litem:

Edward B. Emory of B., the first witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:

By Mr. Horney:

Q. 1. Please state your name, age, occupation and place of residence.

A. My name is Edward B. Emory of B. I am 47 years old. I am a Special Representative of The American Lime and Stone Company. I reside in Centreville, Queen Anne's County, Maryland.

Q. 2. Please state whether or not you are acquainted with any of the parties to this suit and if you are, which of them you know and how long you have known them.

A. Yes, I know all of them, personall, except John Holland Dulaney Govett, who still calls himself John Emory, Catherine B. Emory, his wife, and John Alan Emory, their infant son. I know these by reputation, but do not know them personally. Blanchard Emory, 3rd, is my brother. I have known Howard E. Price all my life, also Oswald Tilghman. Alan G. Emory is my brother and Hilda F. Emory is his wife. I am the Edward B. Emory of B., one of the Plaintiffs, and Susan W. Emory is my wife.

Q. 3. Were you or not acquainted with Mary K. Emory, late of Queen Anne's County, Maryland, deceased, and, if so, state whether she is living or dead, and if dead, when and where she died?

A. Yes, she was my mother. She is dead. She died on April 19th, 1921, in Centreville, Maryland.

Q. 4. Do you or not know if the said Mary K. Emory left a will, and, if so, whether or not you are familiar with the same?

A. Yes, she did leave a will and I am very familiar with it.

Q. 5. We now hand you a paper writing marked "Exhibit No. 1", in this suit. Please examine 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 byyour examiner "Examiner's Exhibit No. 1").

A. It is a certified copy of the last will and testament of my mother, Mary K. Emory.

Q. 6. State whether or not the said Mary K. Emory left any real estate at the time of her death, and, if so, briefly describe it and give your idea of the value of the same?

A. Yes, she left a farm called "Indiantown" containing about 276 acres and a tract of woodland called "Smith's Mistake" containing about 72 acres. Both tracts are located in Spaniards Neck in the Third Election District of Queen Anne's County, the farm being on Chester River. As a farm the two tracts, under present conditions, are worth perhaps $10,000.00 to $12,000.00. As a waterfront situation it is worth from $30,000.00 to $35,000.00.

Q. 7. Do you know whether or not there were any mortgages on these tracts of land at the time of the death of Mary K. Emory?

A. Yes, there were two. One to Howard E. Price, Trustee for Annie E. Bryan, in the sum of $11,000.00 on which the interest has been paid to February 25th, 1930. And the other to Oswald Tilghman, Surviving Trustee, in the sum of $8,180.57 on which no interest has been paid since mother's death.

Q. 8. What children, if any, did the said Mary K. Emory leave surviving her at the time of her death?

A. Myself, my brother, Alan G. Emory, and my brother, Blanchard Emory, 3rd.

Q. 9. Was Alan G. Emory ever married and, if so, does he have any children?

A. Yes, he was married twice. His first wife he divorced, but she is now dead. He had one child by his first wife, John Holland Dulaney Emory, who was adopted by his grandparents on his mother's side and his name was changed to Govett. He calls himself Emory, however, and is now married to Catherine B. Emory and they have on child, John Alan Emory. Alan's second wife is named Hilda F. Emory, They have had no children.

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Q. 10. What is the age and present residence of Alan G. Emory, John Holland Dulaney Govett, who calls himself John Emory, Catherine B. Emory, his wife, and John Alan Emory, their son?

A. Alan is about 49 years old. He resides in Baltimore City. John, his son, was 21 years old on July 25th, 1930. His wife and son are both under 21 years of age. They all reside somewhere in the State of New Jersey.

Q. 11. Was Blanchard Emory, 3rd, ever married and, if so, does he have any children? Also what is his present mental condition?

A. No, Blanchard was never married and he never had any children. Sometime in July, 1909, he was adjudged insane and this adjudication has never been changed.

Q. 12. What is the age and present residence of Blanchard Emory, 3rd?

A. Blanchard is about 45 years old. He is now residing at Sykesville in Carroll County, Maryland.

Q. 13. Do you know whether or not the infants, Catherine B. Emory and John Alan Emory, have legal guardians residing within the jurisdiction of the Circuit Court for Queen Anne's County in Equity or in the State of Maryland?

A. No, to the best of my knowledge, they do not.

Q. 14. Do you know whether or not the non compos mentis, Blanchard Emory, 3rd, has a legally appointed committee residing within the jurisdiction of the said Court or in the State of Maryland?

A. No, he does not.

Q. 15. State who owns the farm and woodland which your mother, Mary K. Emory, died seized and possessed of.

A. Under my mother's will I own a one-third interest in fee simple. The other two-thirds is held by myself and my wife, Susan W. Emory, in trust for my brothers, Alan G. Emory and Blanchard Emory, 3rd.

Q. 16. State who was the Executor of your mother's estate and whether or not the same has been finally closed and, if not, the present condition of the same.

A. I was the Executor. The estate has been closed, but it was overpaid to the extent of $274.40, $20.00 of which was overpaid to Blanchard on account of his legacy of $100.00.

Q. 17. Has the Circuit Court for Queen Anne's County in Equity ever assumed jurisdiction over the trust estate?

A. No, not as yet.

Q. 18. Have you ever made a report of your proceedings under the trust created by your mother's will?

A. Yes, a report made by myself and my wife, as Trustees, is filed in this suit. It shows an overpayment of $16.75.

Q. 19. State whether or not you have ever received an offer from any one to purchase the two-thirds interest in the farm and woodland now held in trust, and if, so, by whom was the offer made and how much was the offer.

A. Yes, my wife and I, as trustees, have received an offer from Howard Wood, Jr., and Phebe Wilmer Wood, his wife, of near Philadelphia, State of Pennsylvania, in the sum of $23,333.33.

Q. 20. We now hand you a paper writing marked "Exhibit No. 8", in this suit. Please examine it and state what it is.

(NOTE: At this point the exhibit mentioned above was offered in testimony as a part of the same and was marked by your examiner "Examiner's Exhibit No. 2").

A. It is the original offer in writing of Howard Wood, Jr., and Phebe Wilmer Wood, his wife, to purchase the two-thirds interest in the farm and woodland now held in trust at and for the sum of $23,333.33, and also contains certain other terms and conditions.

Q. 21. Do you consider this offer a fair or an unfair one?

A. I consider it to be a splendid offer under the present farming conditions.

Q. 22 Do you know in what manner the farm has been cultivated since it has been incharge of the Trustees named in the will?

A. It has been cultivated by yearly tenants and these have been changed several times.

Q. 23. In view of your knowledge of this farm, state whether or not, in your opinion it would be to the interest and advantage of yourself and the other interested parties that this farm be sold under a decree of the Circuit Court for Queen Anne's County in Equity and the proceeds of sale invested under the order of said Court to enure to the same parties and in like manner as by the said will is provided? Give the reason for your answer.

A. Yes, I do. The farm is going down all the time. It is producing less and less each year. And has never produced enough to pay all the expenses so as to allow the payment to the beneficiaries of any income. Besides these reasons there are so many things which the farm needs now such as repair to buildings, lime, etc., and as there is no money on hand to provide for these it simply means that the farm will continue to go down, unless sold. The same thing applies to the woodland as it has always been considered a part of the farm.

EXAMINER'S SPECIAL:

Q. 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.

A. The two-thirds interest held in trust as mentioned heretofore is the only corpus of the trust estate. There is no personal trust estate corpus.

EDWARD B. EMORY OF B.

Edwin H. Brown, Jr., the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:
By Mr. Horney:

Q. 1. Please state your name, age, occupation and place of residence.

A. Edwin H. Brown, Jr. Age 53. Attorney at Law. Reside at Centreville, Maryland.

Q. 2. Please state whether or not you are acquainted with any of the parties to this suit and if you are, which of them you know and how long you have known them.

A. I know all of the Plaintiffs and all the Defendants except three. I have known Alan G. Emory, Edward B. Emory of B., Susan W. Emory practically all of their lives and Hilda F. Emory I met several years ago. Howard E. Price I have known for 40 years. Oswald Tilghman for about the same length of time. And Blanchard Emory, 3rd, I have known all of his life. I do not know John Govett or Catherine B. Emory or John Alan Emory.

Q. 3. What have you to say as to the ages of the parties Plaintiff and Defendant?

A. All of the Plaintiffs are over 21 years of age. And Blanchard Emory 3rd, Howard E. Price and Oswald Tilghman, three of the Defendants that I know, are also over 21 years of age. I do not know anything about the age of the other three Defendants.

Q. 4. What do you know about the mental capacity of Blanchard Emory, 3rd?

A. He is a non compos mentis and was declared such by a jury empanelled under proceedings in the Circuit Court for Queen Anne's County. This was in July 1909 and I as attorney conducted the proceedings. He has never been delcared sane since and is at Sykesville in an institution for the mental deficient where he was sent by the Court at the time of being declared non compos mentis.

Q. 5. Catherine B. Emory and John Alan Emory are infants under the age of 21 years. From your knowledge of the records in the Orphans' Court and from your general knowledge can you state whether or not these infants have ever had a legal guardian appointed for them within the jurisdiction of the Circuit Court for Queen Anne's County in Equity or in the State of Maryland?

A. They have not.

Q. 6. Do you know whether or not the non compos mentis, Blanchard Emory, 3rd, has a legal committee residing within the jurisdiction of the said Court or within the State of Maryland?

A. No he has not.

Q. 7. Did you know Mary K. Emory? And, if so, is she living or dead, and if dead whom did she leave surviving her as her children.

A. Yes, I knew her very well. She is dead. She died sometime in 1921 at her home in Queen Anne's County. She was the mother of Alan G. Emory, Edward B. Emory of B., and Blanchard Emory, 3rd, who survived her and were her only heirs at law.

M3858

Q. 8. Do you know whether or not she left a last will and testament.

A. Hes, she did, but I am not familiar with the provisions of it.

Q. 9. State whether or not you are acquainted with the farm known as "Indiantown" and the tract of woodland used with it known as "Smith's Mistake"? And, if so, how you became acquainted with it?

A. I am very familiar with these two tracts of land having been on them constantly since a very young child up until the present time. I also sold the tracts of land mentioned in these proceedings under foreclosure proceedings, which are of record in the Circuit Court for Queen Anne's County in Equity, to Mary K. Emory, now deceased, and above referred to.

Q. 10. What is your idea of the value of said farm and woodland?

A. About $18,500.00, I should say.

Q. 11. Under the provisions of the will of Mary K. Emory, Alan G. Emory and Blanchard Emory, 3rd, are the beneficiaries of a two-thirds interest in said farm and woodland, the same being held by Edward B. Emory of B., and Susan W. Emory, his wife, in trust for them, Recently the Trustees received an offer of $23,333.33 for said two-thirds interest. State whether or not in your opinion this is a fair offer considering all the circumstances.

A. In consider it an exceedingly fair offer and one which in my judgment would not be received for this tract of land again.

Q. 12. Considering your knowledge of the farm, what it produces and what is or may be required to be expended for its upkeep, state whether or not in your opinion it would be to the interest and advantage of the parties to this suit that the farm be sold under a decree of the Circuit Court for Queen Anne's County in Equity and the proceeds of sale invested under the order of said Court to enure to the same parties and in like manner as by the will of Mary K. Emory is provided? Give the reason for your answer.

A. Yes, I think it would be advisable to sell this farm and woodland and invest the proceeds. From what I know of the farm and what I know it needs having done to it that the money derived from a sale even if in vested at 5% would produce considerably more then is being realized from this farm at the present day. If something is not done immediately to the farm to keep up its fertility it will depreciate so in value that very little can be gotten from it as a farm and the income will practically dwindle to nothing from it as a farm.

EXAMINER'S SPECIAL

Q. 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.

A. I do not.

EDWIN H. BROWN JR.

(EXAMINER'S NOTE: The above testimony was concluded ion the 15th day of September, 1930. The following testimony was taken on the 16th day of September, 1930).

Howard E. Price, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:
By Mr. Horney:

Q. 1. Please state your name, age, occupation and residence.

A. Howard E. Price, Centreville, Queen Anne's County. Age 61 years. Insurance agent and farmer.

Q. 2. Are youor not acquainted with the parties to this suit or any of them, and, if so, how long have you known them.

A. I, as Trustee, am one of the Defendants. I have known Alan G. Emory all of his life. I do not know his wife. I have known Edward B. Emory of B., and Susan W. Emory, his wife, all of their lives. I have known Blanchard Emory, 3rd, all his life. I do not know John Holland Dulaney Govett, who calls himself John Emory, Catherine B. Emory, his wife, and their son, John Alan Emory. I have known Oswald Tilghman for 15 or 20 years.

Q. 3. Are you or not acquainted with the farm of the late Mary K. Emory known as "Indiantown" and the tract of woodland used therewith known as "Smith's Mistake", and, if so, state how you became acquainted with it and how long you have known it?

A. I am. I became acquainted with it at the time I took the mortgage now held by me, as Trustee, on it by assignment from the Executors of my father's will. And I have known it more or less intimately ever since. That was in 1916. The mortgage which I hold as Trustee for Annie E. Bryan is in the sum of $11,000.00 and the interest thereon has been paid to February 25th, 1930.

Q. 4. State whether or not the farm or the buildings have depreciated in value since the death of Mary K. Emory?

A. They have and at one time I was about to foreclose the mortgage for that reason.

Q. 5. Under the last will and testament of Mary K. Emory, Alan G. Emory and Blanchard Emory, 3rd, were devised a two-thirds interest in this farm, in trust, and Edward B. Emory of B., and Susan W. Emory now hold said two-thirds interest as Trustees. Recently they received an offer of $23,333.33 for said two-thirds interest. State whether or not, in your opinion, that is a good offer?

A. I think it is a very good offer.

Q. 6. Assuming that the farm and woodland in question was the sole corpus of a trust estate, and knowing the farm as you do, state whether or not, in your opinion, it would be to the interest and advantage of the parties interested therein that the farm be sold under a decree of the Circuit Court for Queen Anne's County in Equity and the proceeds of sale invested under the order of said Court to enure to the same parties and in like manner as by the will of Mary K. Emory is provided? Give the reasons for your answer.

A. It would be far better to sell it than to let it remain as it is. Farm lands as such are a very poor investment for any trust estate. The farm which is decpreciating will continue to do so if not sold as I know that Edward B. Emory of B., has trouble in raising even the interest on the mortgage let alone keep up repairs and the fertility of the soil. I will say this that if I thought Mr. Emory had no other means of paying off the mortgage than from the farm I would have foreclosed it years ago.

Q. 7. What is your idea of the value of the whole farm and woodland?

A. As farm land I would not give my mortgage for it.

EXAMINER'S SPECIAL:

Q. 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.

A. I do not.

HOWARD E. PRICE

Charles F. Rich, the last witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:
By Mr. Horney:
Q. 1. Please state your name, age, occupation and residence.

A. My name is Charles F. Rich. I reside in Centreville, Maryland. I am an insurance agent and landlord farmer. I am 82 years old.

Q. 2. Are you or not acquainted with the parties to this suit or any of them, and, if so, how long have you known them.

A. I have known all of them all their life, except John Holland Dulaney Govett, who calls himself John Emory, Catherine B. Emory, John Alan Emory and Oswald Tilghman.

Q. 3. Are you or not acquainted with the farm of the late Mary K. Emory known as "Indiantown" and the tract of woodland used therewith, and, if so, state how you became acquainted with it and how long you have known it?

A. I became acquainted with it by being a friend of the former owner, Blanchard Emory, Jr., have repeatedly been on it and have been insuring the buildings for thirty years or more.

Q. 4. State whether or not the farm or the buildings have depreciated in value since the death of Mary K. Emory?

A. They have depreciated considerably, except the dwelling which has been kept in good repair.

Q. 5. Under the last will and testament of Mary K. Emory, Edward B. Emory of B., and Susan W. Emory were devised in trust a two-thirds interest in the farm and woodland, and Alan G. Emory and Blanchard Emory, 3rd, are the life beneficiaries. Recently the Trustees received an offer of $23,333.33 for said two-thirds interest. State whether or not, in your opinion, that is a good offer.

A. It is a first class offer.

Q. 6. Assuming that the farm and woodland in question was the sole corpus of a trust estate, and knowing the farm as you do, state whether or not, in your opinion, it would be to the interest and advantage of the parties intested therein that the farm be sold and the proceeds invested under order of Court? Give the reasons for your answer.

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A. I should say it would be to the advantage of all concerned. The life tenants will be pecuniarily benefited by such a sale. I am sure that the farm is not producing enough to pay expenses. And consequently nothing can be had to keep up repairs and fertility of the soil. If nothing is expended for these purposes the farm will continue to depreciate and will become worth less all the time until sold.

Q. 7. What is your idea of the worth of the whole farm and woodland?

A. About $15,000.00.

EXAMINER'S SPECIAL.

Q. 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.

A. I do not.

CHAS. F. RICH

There being no fruther witnesses to be examined and neither the counsel for the Plaintiffs nor the Guardian Ad Litem or Howard E. Price, as Trustee for Annie E. Bryan, the only Defendant answering, desiring further time for the production of evidence your examiner herewith respectfully makes his return, together with his "Exhibits Nos. 1 and 2"; and certifies that he was engaged with such examination two days and examined four witnesses, making costs chargeable to the Plaintiffs as follows, to wit:

H. B. W. Mitchell, Examiner,		$ 8.00
Witness Fees:		
Edward B. Emory of B.,	$- .75	
Edwin H. Brown, Jr.,	.75	
Howard E. Price,	,75	
Charles F. Rich,	.75	3.00
TOTAL,		$11.00

Respectfully submitted,

H. B. W. MITCHELL
Examiner.

FINAL DECREE
Filed Sept. 29th, 1930.

ALAN G. EMORY, ET AL., Plaintiffs, vs. BLANCHARD EMORY, 3RD, ET AL., Defendants.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2830.

FINAL DECREE

This cause standing ready for hearing and being submitted without argument, after Answer by the Guardian Ad Litem for Blanchard Emory, 3rd, non compos mentis, and Catherine B. Emory and John Alan Emory, infants, and after Answer by Howard E. Price, Trustee for Annie E. Bryan, and a Decree Pro Confesso having been secured against John Holland Dulaney Govett, who calls himself John Emory, and Oswald Tilghman, Surviving Trustee in the case of "Blanchard Emory, Jr., et al. vs. Allen G. Emory, et al.", all the proceedings were read and considered:

It is thereupon, this 27th 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, ADJUDGED, ORDERED and DECREED that the two-thirds interest in the property mentioned in these proceedings be sold; that Edward B. Emory of B., and Susan W. Emory, of Queen Anne's County, State of Maryland, be, and they are hereby, appointed Trustees to make said sale; and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penalty of twenty five thousand Dollars ($25,000.000) if corporate surety be given, and double that amount if personal surety be given, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make a private

sale of the said two-thirds interest of, in and to the tract of land or farm, called or known as "Indiantown", containing two hundred seventy six and one hundred and fifty one one-thousandths (276.151) acres of land, more or less, and the tract of woodland, part of the tract called "Smith's Mistake", containing seventy two and ninety two hundred and five ten-thousandths (72.9205) acres of land, more or less, to Howard Wood, Junior, and Phebe Wilmer Wood, his wife, of Montgomery County, State of Pennsylvania, as tenants by the entireties, at and for the sum of Twenty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents, ($23,333.33), upon the following terms, to wit: ten per centum (10%) of the purchase price shall be paid in cash upon the day of sale; and the balance of said purchase price shall be paid in cash on or before the first day of January, nineteen hundred and thirty one; and, as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to said sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the full purchase price (and not before) the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the said Howard Wood, Junior, and Phebe Wilmer Wood, his wife, as tenants by the entireties, their heirs and assigns, the said two-thirds interest of, in an to the tract of land or farm and said tract of woodland to them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them.

AND the said Trustees shall bring into this Court the money arising from said sale, to be re-invested or distributed according to law under the direction of this Court, after deducting the costs of this suit, a commission of ten per centum (10%) on the whole purchase price to be paid to Sterling G. Harris and Oliver C. Jones, trading as the Eastern Shore Estates Company, real estate brokers, who brought about the offer made by the said Howard Wood , Junior, and Phebe Wilmer Wood, his wife, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

LEWIN W. WICKES.

CERTIFIED COPY OF BOND
Filed Oct. 6th, 1930.

Queen Anne's County, to wit: Be it remembered that on the sixth day of October, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Edward B. Emory of B. and Susan W. Emory, 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 thousand dollars $25,000.00 current money of the United State 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this sixth day of October, 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 twenty seventh day of September, in the year nineteen hundred and thirty, and passed in a cause in said Court wherein Alan G. Emory et al. are plaintiffs and Blanchard Emory 3rd. et al., are defendants, being Cause No. 2830 on the Chancery Docket of said Court, the above bounden Edward B. Emory, of B. and Susan W. Emory, have been appointed trustees to make sale of certain real estate in the proceedings in the said cause mentioned;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Edward B. Emory of B. and Susan W. Emory do and shall well and faithfully perform and execute the trust reposed in them by said decree, or that might be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Hilda T. Seward.

Seal's Place.

Edward B. Emory of B. (SEAL)

Susan W. Emory (SEAL)

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

And on the bakc of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed October 6th. 1930.
B. Hackett Turner, Clerk.

H3580

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 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 October, in the year 1930.

Seal's Place. B. HACKETT TURNER Clerk.

REPORT OF SALE
Filed Oct. 6th, 1930.

ALAN G. EMORY, ET AL., Plaintiffs,	}	In the Circuit Court for Queen Anne's County in Equity.
vs.	}	
BLANCHARD EMORY, 3rd, ET AL., Defendants.	}	Cause No. 2830.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Edward B. Emory of B., and Susan W. Emory, Trustees, appointed by the decree in the above entitled cause to make sale of the real estate in these proceedings mentioned and described, to your Honors, respectfully sets forth:

1. That after giving bond with such surety as the Clerk of this Court did approve conditioned for the faithful performance of the trust reposed in them by said decree, they did on the twenty ninth day of September, nineteen hundred and thirty, by virtue and in execution of said decree, proceed to sell and sold, at private sale, FIRST, All that tract of land or farm, called or known as "Indiantown", situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, on Chester River, and containing two hundred seventy six and one hundred and fifty one one-thousandths (276.151) acres of land, more or less; SECOND, All that tract of woodland, part of the tract called "Smith's Mistake", situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County aforesaid, containing seventy two and ninety two hundred and five ten-thousandths (72.9205) acres of land, more or less, to Howard Wood, Junior, and Phebe Wilmer Wood, his wife, of Montgomery County, State of Pennsylvania, as tenants by the entireties, at and for the sum of Twenty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents ($23,333.33).

2. That the said Howard Wood, Junior, and Phebe Wilmer Wood, his wife, have complied with the terms of sale as prescribed by said decree by paying, in cash, to your Trustees the sum of Twenty Three Hundred Thirty Three Dollars and Thirty Three Cents ($23,333.33), and did agree to pay the balance of said purchase price, to wit: the sum of Twenty One Thousand Dollars ($21,000.00), on or before the first day of January, nineteen hundred and thirty one, in cash provided, a final ratification of said sale by this Court has been made in the meantime.

3. That at the time of said sale it was further agreed that all crops grown on said farm during the year nineteen hundred and thirty, (except the nineteen hundred and thirty one wheat crop hereinafter mentioned), would remain the property of your Trustees, your Trustees to pay all expenses incident thereto and the taxes on said tract of land or farm and said tract of woodland for the year nineteen hundred and thirty; that said property was sold subject to the tenancy of the present tenant, Edwin E. Burris, for the remainder of the year nineteen hundred and thirty; that the said Howard Wood, Junior, and Phebe Wilmer Wood, his wife, would undertake the seeding of the wheat on said tract of land or farm in the fall of this year (1930) and bear all expenses incident thereto; that the insurance on the buildings on said tract of land or farm would be adjusted as of the said first day of January, nineteen hundred and thirty one; and that the said Howard Wood, Junior, and Phebe Wilmer Wood, his wife, their guests and servants, should have the right and privilege, subject to the rights and privilege of the said tenants hereinbefore named, to hunt and shoot all upland game and waterfowl which may be found upon said tract of land or farm and said tract of woodland and upon the waters bounding the shores thereof.

Respectfully submitted,

EDWARD B. EMORY OF B.

SUSAN W. EMORY
Trustees.

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

I HEREBY CERTIFY that on this 6th 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 Edward B. Emory of B., and Susan W. Emory, the above named Trustees, and each made oath in due form of law that the aforegoing REPORT OF SALE is true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Filed Oct. 6th, 1930. B. HACKETT TURNER
Clerk.

NISI

Alan G. Emory, et al. Plaintiffs	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY
Blanchard Emory 3rd. et al. Defendants.	)	CHANCERY No. 2830.

ORDERED, This 6th. day of October, A. D., 1930, that the sale of the real estate made and reported in this cause by Edward B. Emory of B. & Susan W. Emory, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of November next.

The Report states the amount of sales to be $23,333.33

Filed Oct. 6th. 1930. B. HACKETT TURNER Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Dec. 13th, 1930.

NISI

Alan G. Emory, et al. Plaintiffs

VS.

Blanchard Emory, 3rd, et al. Defendants.

In The Circuit Court for Queen Anne's County In Equity. Chancery No. 2830.

ORDERED, This 6th day of October, A. D., 1930, that the sale of the real estate made and reported in this cause by Edward B. Emory of B. & Susan W. Emory, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of November next.

The Report states the amount of sales to be $23,333.33.

B. HACKETT TURNER, Clerk

True Copy
Test:

B. HACKETT TURNER, Clerk
Filed Oct. 6th, 1930.

THE CENTREVILLE RECORD

Centreville, Md., Dec. 13 1930

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the order nis in the case of Alan G. Emory et al Plaintiff vs. Blanchard Emory et al Chancery #2830 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 10 day of Nov in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

Filed Dec. 13th, 1930.

H3580

ORDER OF COURT
Filed Dec. 30th, 1930

ALAN G. EMORY, ET AL.

Vs.

BLANCHARD EMORY, 3rd. ET AL.

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

Cause No. 2830.

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 sale of the real estate made by Edward B. Emory of B., and Susan W. Emory, Trustees, and reported by them in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the previous order nisi passed in this cause on the 6th day of October, 1930; and the said Edward B. Emory of B., and Susan W. Emory, Trustees as aforesaid, are allowed the usual commissions allowed by this Court upon sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

LEWIN W. WICKES.

CERTIFICATE OF CLERK

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that no exceptions have been filed to the sale made and reported in the aforegoing Report of Sale.

Date: Dec. 29th, 1930.

B. HACKETT TURNER
Clerk.

REPORT OF INCOME FROM JANUARY 1st, 1930, to JANUARY 1st, 1931.

ALAN G. EMORY, ET AL.,

vs.

BLANCHARD EMORY, 3RD, ET AL.

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

Cause No. 2830.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Edward B. Emory of B., and Susan W. Emory, Trustees, unto your Honors, of the condition of the income account on the 1st day of January, 1931, and showing the receipts and disbursements of income which came into their hands as Trustees as aforesaid from the 1st day of January, 1930, to the 1st day of January, 1931, respectfully sets forth:

SUMMARY OF FIRST ACCOUNT

Total amount of receipts and money borrowed as shown by the account, marked "Exhibit No. 3", filed in this cause on the 28th day of June, 1930, to wit:		$6,692.16
Total amount of disbursements as shown by said account, to wit:	$6,773.97	
From which is deducted the total amount of income paid to beneficiaries as shown by said account, to wit:	402.45	6,371.52
Balance of income as shown by said account (without taking into consideration the said payments to said beneficiaries),		320.64
To which is added the amount of cash on hand on the 1st day of January, 1930, as shown by said account, to wit:		65.06
Balance of net income and money borrowed as shown by said account (without taking into consideration the said payments to said beneficiaries),		$385.70

INCOME ACCOUNT - RECEIPTS

Your Trustees report receipts from income from the said 1st day of January, 1930, to the said 1st day of January 1931, as follows, to wit:

Crop Rents from Farm (2/3rds of Landlord's Part):

Corn:			
1929	2/3rds of 214 bushels,	$ 125.23	
1930	2/3rds of 11 bushels	5.50	$ 130.73
Wheat:			
1930	2/3rds of 554 bushels,		296.60

Tomatoes:
1930 2/3rds of 301 baskets,-------- 38.03 465.36

Interest on Bank Deposit:
1930 Amount received from The Queen Anne's National Bank of Centreville as interest on deposit of initial payment on account of purchase price of farm, ---------- 43.68

Rebate of Insurance Premium:
1930 Amount received from Charles F. Rich as a rebate of insurance on buildings on said farm---------- 7.96

TOTAL BALANCE (as shown above) PLUS RECEIPTS FOR 1930) $ 902.70

INCOME ACCOUNT - DISBURSEMENTS

And your Trustees report disbursements out of said income and said balance (as shown above) as follows, to wit:

Interest on Mortgage (2/3rds):
1930 Howard E. Price, Trustee, to February 25, 1930,------- 220.00

Repairs to Farm Buildings and Fencing (2/3rds):
1930 Edwin E. Burris, for fencing---------- $ 29.94
Ernest J. Rothwell, for lumber and saw bill, 14.35
Edward B. Emory of B. for repairs to dwelling (paid out of his pocket and later reibursed),---------- 16.67
Thomas Blake, for repairs to dwelling,------ 5.73 66.69

Fertilizer (2/3rds):
1930 William J. Barton & Son, fall 1929,-------- 118.09
William J. Barton & Son, spring 1930,------ 41.45 159.54

Taxes (2/3rds):
1930 Treasurer of Queen Anne's County, for 1930,---------- 161.95

Borrowed Money (2/3rds):
1930 Dudley & Carpenter (see said first account),---------- 166.67

Interest on Borrowed Money (2/3rds):
1930 Dudley & Carpenter,---------- 9.60

Insurance (2/3rds)
1930 Charles F. Rich, on farm buildings,---------$-27.89
McKenney & Price, additional on farm buildings,---------- 5.40 33.29

Serving Notice to Quit:
1930 Louis B. Perkins, ---------- 2.00

TOTAL DISBURSEMENTS FOR 1930,----------$ 819.74

RECAPITULATION

Total balance plus receipts for 1930 (as shown above), $ 902.70

Total disbursements for 1930 (as shown above),---------- 819.74

Leaving this balance for distribution to the two beneficiaries, to wit:---------- $ 82.96

DISTRIBUTION

To Alan G. Emory, one half of said balance $ 41.48

To Blanchard Emory, 3rd, one-half of said balance,---------- 41.48

$ 82.96 $ 82.96

STATEMENT OF ACCOUNTS WITH BENEFICIARIES

ALAN G. EMORY:

Amount of income paid to Alan G. Emory as shown by said account, marked "Exhibit No. 3",------- $ 100.00
Less one-half of said balance (distributed above), 41.48

Amount of income overpaid to Alan G. Emory, ---------- $ 58.52

BLANCHARD EMORY, 3RD:
Amount of income paid to Blanchard Emory, 3rd, as shown by said account,marked "Exhibit No. 3" $ 302.45
Less one-half of said balance (distributed above), 41.48

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Amount of income overpaid to Blanchard Emory, 3rd,--------- $ 260.97

TOTAL AMOUNT OF OVERPAYMENT OF INCOME,---------- $ 319.49

Respectfully submitted,

EDWARD B. EMORY OF B.

SUSAN W. EMORY
Trustees.

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

I HEREBY CERTIFY that on this 21st day of March, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Edward B. Emory of B., and Susan W. Emory, Trustees, and each made oath in due form of law that the matters and things stated in the aforegoing REPORT are true as therein set forth, to the best of their knowledge and belief.

B. HACKETT TURNER
Clerk.

PETITION TO DISTRIBUTE THAT PART OF
TRUST ESTATE IN WHICH BLANCHARD EMORY,
3RD, HAD A LIFE INTEREST.
Filed Apr, 11th, 1931.

ALAN G. EMORY, ET AL.,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
BLANCHARD EMORY, 3rd, ET AL.	)	Cause No. 2830.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edward B. Emory of B., and Susan W. Emory, Trustees in the above cause, unto your Honors, respectfully shows:

1. That your Trustees qualified as such and made sale of the real estate mentioned and described in this cause.

2. That the proceedings in this cause have been referred to Madison Brown, the Auditor of this Court, for the purpose of stating and audit therein, but said audit has not yet been stated.

3. That Blanchard Emory, 3rd, one of the life beneficiaries under the trust in this cause, departed this life on the 5th day of April, 1931.

4. That under and by the terms and provisions of Item 2 of the last will and testament of Mary Kerr Emory, deceased, it is provided that from and after the death of the said Blanchard Emory, 3rd, the trust thereby created (as to a one-half part of the trust in this cause, being a one-third part of the estate of the said Mary Kerr Emory under said will) shall cease and that part of the estate in which the said Blanchard Emory, 3rd, had a life interest is then given, devised and bequeathed to the other two sons of the said Mary Kerr Emory, namely, Alan G. Emory and Edward B. Emory of B., in equal parts, share and share alike, absolutely.

5. That, therefore, under and by the terms and provisions of said last will and testament, the said Alan G. Emory and Edward B. Emory of B., are now entitled to have distributed and paid over to them that part of the trust estate in this cause in which the said Blanchard Emory, 3rd, had a life interest as hereinbefore set forth.

6. That the said Alan G. Emory resides in Baltimore City, State of Maryland, and the said Edward B. Emory of B., resides in Queen Anne's County, State of Maryland.

Your Petitioners, therefore, pray that this Honorable Court may pass an order referring the papers in this cause to the Auditor of this Court with instructions to state and file in this Court with the audit therein presently to be stated a Report and Account distributing that part of the trust estate in this cause in which the said Blanchard Emory, 3rd, had a life interest to the persons entitled to receive the same in the amounts due them respectively.

And as in duty bound, etc.,

EDWARD B. EMORY OF B.

SUSAN W. EMORY
Trustees.

ORDER OF COURT
Filed May 7th, 1931.

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED, this seventh day of May, 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 papers in this cause be and they are hereby referred to Madison Brown, Auditor of this Court, who is hereby directed to state and file in this Court with the audit therein presently to be stated a Report and Account distributing that part of the trust estate in this cause in which the said Blanchard Emory, 3rd, had a life interest to the persons entitled to receive the same in the amounts due them respectively, and the said Auditor is authorized to take such testimony as he may desire to take, if any, in order to determine with certainty the persons entitled to receive said trust estate to be distributed to them respectively in said Account.

THOMAS J. KEATING

Filed May 7th, 1931.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed July 7th, 1931.

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

Alan G. Emory, et al. . . . .)
vs.) Cause No. 2830.
Blanchard Emory, 3rd., et al.)

To the Honorable, the Judges of said Court:

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

Mary Kerr Emory, who died in 1921, was at the time of her death seized and possessed of certain land and she left a last will and testament by which she devised one undivided third part of said land unto Edward B. Emory of B. and Susan W. Emory in trust for the benefit of Alan G. Emory, said part at his death to go to his issue then living and to go to Edward B. Emory of B. and Blanchard Emory, 3rd., if he left no such issue and by which will she devised one other undivided third part of said land to Edward B. Emory of B and Susan W. Emory in trust for the benefit of Blanchard Emory, 3rd., said part at his death to go to his issue living at the time of his death but in case he died without issue living at the time of his death then to go to Edward B. Emory of B and Alan G. Emory.
At the time of the death of the testatrix the entire land was subject to two mortgages, one given by the testatrix to William J. Price who was succeeded in ownership thereof by Howard E. Price, trustee, and the other given by the testatrix to Oswald Tilghman, trustee.
At the time of the sale of this cause, in which only the two undivided third parts of the entire land was sold, there were chargeable against the parts sold in this cause two thirds of the amounts due by these mortgages and the amounts so due are set forth in the testimony and the Bill of Complaint.

In the within account the trustees appointed by the decree of this cause to make sale of the land decreed to be sold are charged sith the gross amount of the sale made by them and they are then allowed thereout as follows:
The commissions provided for by the decree, the court costs of the cause, the costs of advertising the order of publication and the several orders nisi of the cause, fee of the auditor, the amount paid by them to Howard E. Price in settlement of the mortgage claim due to him as trustee and the amount paid to M. Tilghman Johnson as trustee in settlement of the mortgage claim under the mortgage given to Oswald Tilghman, trustee, as above set forth.

In the within account the balance of the sales remaining after these allowances is divided into two parts and one-half thereof is distributed to Edward B. Emory of B and Susan W. Emory, the trustees to whom the testatrix devised one-third part of the land for the benefit of Alan G. Emory as above set forth, in trust in the same manner one-third part of said land is devised for the life of Alan G. Emory etc., as set forth in Paragraph 2 of the will and the other one-half part of said balance is distributed to Edward B. Emory of B and Susan W. Emory, the trustees to whom the testatrix devised one-third part of the land for the benefit of Blanchard Emory, 3rd., as above set forth, in trust in the same manner one-third part of said land is devised for the life of Blanchard Emory, 3rd., as set forth in Paragraph 3 of the will.

Which is respectfully submitted.

MADISON BROWN
Auditor.

July 1, 1931.

H3580

Cause No. 2830.

The proceeds of the sale of the real estate the property of the Trust Estate created by Item 2 of the will of Mary Kerr Emory for Alan G. Emory for his life and at his death for others and also the property of the Trust Estate created by Item 3 of the will of Mary Kerr Emory for Blanchard Emory 3rd. for his life and at his death for others in account with Edward B. Emory of B and Susan W. Emory, trustees appointed by the decree of this cause to sell said real estate.

1930. CR.
Sept.
29. By gross proceeds of the sales of said real estate, per report of sales filed October 6, 1939, to wit:. $23,333.33

DR.

" " To Edward B. Emory of B and Susan W. Emory the trustees of this cause, for their commissions for making sale, etc., the sum of . . . . . $ 978.33

To do., for the amount paid by them to Sterling G. Harris and Oliver C. Jones, trading as the Eastern Shore Estates Company in full payment of the commissions directed by the decree of this cause to be paid to said Harris and Jones for bring ing about the offer resulting in the sale of this cause, per the receipt of said Eastern Shore Estates Company exhibited to the auditor, to wit: the sum of 2,074.06

To do., for the court costs of this cause paid to the Clerk of the Court, per his statement exhibited as follows: to wit:

The costs of B. H. Turner, Clerk..	$ 61.25	
The costs of sheriff of Carrol County . . .	.75	
The costs of the sheriff of Talbot County. .	.75	
The costs of F. Y. Whitely-sheriff Queen Anne's Co.	.75	
The costs of H. B. W. Mitchell, examiner . . .	8.00	
The costs of witnesses before examiner	3.00	
The costs of the Register of Wills	5.50	
The fee of Hilda Seward, guardian ad litem . .	4.00	
The appearance fee of plaintiffs' attorneys .	10.00	
The costs of the Clerk of Baltimore City Court	.50	94.50

To do., for the costs of their corporate surety bond filed herein paid said surety, per receipted accounted for same exhibited to auditor, to wit. 85.00

To do., for the costs of advertising in the Centreville Observer the order of publication of cause as per account for same receipted, exhibited to auditor appears, to wit: the sum of 132.75

To do., for costs of advertising in Centreville Record order nisi on sale, per account receipted and exhibited to auditor, appears, to wit: the sum of . . . 5.00

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 18.00

To balance carried forward 19,942.69

$23,333.33 $23,333.33

Cause No. 2830.

CR.

By balance of sales brought forward, to wit: sum of $19,942.69

DR.

To Edward B. Emory of B and Susan W. Emory, the trustees of this cause, for the amount paid by them to Howard E. Price, trustee, as holder of the mortgage described in Paragraph 6 of the Bill of Complaint as resting to the extent of two-thirds thereof against the land sold in this cause, in full settlement of his mortgage claim against this land amounting in principal to

sum of	$7,333.33	
and in interest to sum of	376.23	
Making paid a total sum of	$7,708.56.	$7,708.56

as will appear from the release from said Price, trustee to trustees of this cause filed in these proceedings.

To Edward B. Emory of B and Susan W. Emory, the trustees of this cause, for the amount paid by them to M. T. Johnston, as trustee appointed in place of Oswald Tilghman in cause No. 248 of the Circuit Court of Talbot County, in Equity and as such holder of the mortgage described in Paragraph 7 of the Bill of Complaint of this cause as resting to the extent of two-thirds thereof against the land sold in this cause, in full settlement of said mortgage claim amounting in principal to . . $5,453.72
and in interest to 3,174.92
making paid a total sum of. . $8,628.64 . . . . . 8,628.64
as will appear from the realese from said Johnston, trustee to trustees of this cause filed in these proceedings.

$16,337.20

To balance carried forward 3,605.49

$19,942.69 $19,942.69

Cause No. 2830.

CR.

By balance of sales brought forward. $3,605.49

DR.

To Edward B. Emory of B and Susan W. Emory, and to the survivor of them, in trust during the life time of Alan G. Emory, to pay to him during his life the net income thereof and after his death to pay the principal to his issue living at his death, if any, but if there be no issue then to pay the principal to Edward B. Emory of B and Blanchard Emory, 3rd., one-half of said balance, to wit: the sum of $1,802.75

To Edward B. Emory of B and Susan W. Emory, and to the survivor of them, in trust during the life time of Blanchard Emory, 3rd, to pay to him during his life the net income thereof and after his death to pay the principal to his issue living at his death, if any, but if there be no such issue then to pay the principal to Edward B. Emory of B and Alan G. Emory, one-half of said balance, to wit: the sum of 1,802.74

$3,605.49 $3,605.49

July 1, 1931.

MADISON BROWN
Auditor.

Filed July 7th, 1931.

NISI RATIFICATION OF AUDIT

Alan G. Emory, et al.	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Blanchard Emory 3rd, et al.	)	IN EQUITY
	)	CASE NO. 2830.

ORDERED, This 7th. day of July, 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 first day of August, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of July, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed July 7th. 1931.

H3858

REPORT AND ACCOUNT OF AUDITOR
Filed July 31st, 1931.

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

Alan G. Emory, .. et al., (
)
vs. (Cause No. 2830.
)
Blanchard Emory, 3rd, et al. (

To the Honorable, the Judges of said Court:

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

Mary Kerr Emory, the testatrix of this cause, by her will devised one third part of the land sold in this cause unto Edward B. Emory of B and Susan W. Emory, in trust during the lifetime of her son, Blanchard Emory, 3rd., to pay unto him the net rents and the testatrix devised said one-third at the death of said Blanchard Emory, 3rd., unto her two sons, Alam G. Emory and Edward B. Emory of B., in equal parts, absolutely,

The interest in said land so devised has been sold in the above entitled cause and as will appear by the audit filed in the cause July 7, 1931, produced the net principal sum of $1,802.74 and in this sum Blanchard Emory, 3rd., had a life estate and on his death the same passed under the will unto the said Alan G. Emory and Edward B. Emory in equal parts.

The witnin audit has been made upon a petition for the distribution of said sum and under the order of the court referring the papers to the auditor for the purpose of making said distribution

The auditor has taken testimony under said order and returns the same with this audit as part thereof, By this testimony it is established that Blanchard Emory, 3rd., died April 5, 1931, and by reason thereof Alan G. Emory and Edward B. Emory of B., the other sons of the testatrix, are entitled to said sum absolutely and in equal parts.

By an agreement signed by both Alan G. Emory and Edward B. Emory of B. filed with the auditor and returned with this audit as part thereof the auditor is directed to allow out of the sum above mentioned unto Edward B. Emory of B. and Susan W. Emory, trustees of Blanchard Emory, 3rd., under the will of Mary Kerr Emory, the sum of $260.97, the amount of the over-payment of income of the said Blanchard Emory, 3rd., due to said trustees.

In the within account the trustees of the cause are charged with the above amount of money so distributed unto Blanchard Emory, 3rd., for life and distribution of said sum is then made as follows:

The trustees are allowed the costs of advertising the order nisi to be passed as to this account and the costs of the Clerk:
The trustees of Blanchard Emory, 3rd., under the will of Mary Kerr Emory, are allowed the sum of $260.97 above mentioned;
The Auditor is allowed his fee;
And the balance remaining after these allowances is divided between and distributed unto Alan G. Emory and Edward B. Emory of B. in equal parts, absolutely.

Which is respectfully submitted.

MADISON BROWN
Auditor.

July 31, 1931.

Cause No. 2830.

That part of the proceeds of the sale of this cause which Mary Kerr Emory, the testatrix of the cause, by her will devised unto Edward B. Emory of B. and Susan W. Emory in trust for life of Blanchard Emory, 3rd., and at his death unto her two sons, Alan G. Emory and Edward B. Emory of B. absolutely, clear of the trust, in account with Edward B. Emory of B. and Susan W. Emory, the trustees appointed by the decree of this cause to sell the real estate decreed to be sold.

1930, DR.
Sept.
29, By the amount of the proceeds of sale of this cause by the audit already filed distributed unto Edward B. Emory of B. and Susan W. Emory, trustees under the will for the lifetime of Blanchard Emory, 3rd., to pay to him during his life the net income thereof and after his death to pay the principal to Edward B. Emory of B and Alan G. Emory, to wit: the sum of $1,802.74

1931, April 5,	DR.		
	To Edward B. Emory of B. and Susan W. Emory, the trustees of this cause, for the following items to be paid by them, to wit:		
	The costs of advertising the order nisi to be passed as to this audit, to wit: $3.00		
	The costs of B. H. Turner, Clerk, on petition of distribution of share of Blanchard Emory, erd.. , , , , , , , ... 6.75	$ 9.75	
	To Edward B. Emory of B and Susan W. Emory, trustees of Blanchard Emory, 3rd., under the will of Mary K. Emory, the amount of the over-payment of income of the life estate of Blanchard Emory, 3rd., due said trustees, in accordance with the agreement of Alan G. Emory and Edward B. Emory of B., filed in this cause, to wit: the sum of	260.97	
	To Madison Brown, auditor, for stating this account . .	9.00	
		$279.72	
	To Alan G. Emory, son of testatrix, the sum of	761.51	
	To Edward B. Emory of B., son of testatrix, the sum of 761.51		
		$1,802.74	$1,802.74

July 31, 1931.

MADISON BROWN
Auditor.

Filed July 31st, 1931

ALAN G. EMORY, ET AL.,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
BLANCHARD EMORY, 3rd. et al.	)	Cause No. 2830.

AGREEMENT to be filed in the above entitled cause and to be followed by the auditor in an audit to distribute that part of the trust estate of the above entitled cause in which Blanchard Emory, 3rd., had a life interest, and to be distributed under the petition filed in the above entitled cause on April 11th, 1931.

It is mutually agreed between Edward B. Emory of B., and Alan G. Emory as follows:

1. That each of them are entitled to one-half of that part of the life estate mentioned in the above entitled cause in which Blanchard Emory, 3rd., now deceased, had a life interest.

2. That the auditor in distributing that part of the trust estate in this cause in which the said Blanchard Emory, 3rd, had a life estate as aforesaid, shall allow out of the corpus of that part of said trust estate unto E. B. Emory of B., and Susan W. Emory, Trustees of Blanchard Emory, 3rd., under the will of Mary Kerr Emory, the sum of TWO HUNDRED SIXTY DOLLARS AND NINETY SEVEN CENTS ($260.97), the amount of the over payment of income of the said life estate shown to be due said Trustees by their "Report of Income from January 1st, 1930, to January 1st, 1931" filed in the above cause.

Witness as to
Max Sokol

ALAN G. EMORY

EDWARD B. EMORY OF B.

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

Alan G. Emory, et al.,	)	
vs.	)	Cause No. 2830.
Blanchard Emory, 3rd, et al.	)	

138580

At the office of Madison Brown, auditor of above named court, in Centreville, Maryland, on this eleventh day of July, 1931, there are present the auditor, Edward B. Emory of B and William R. Horney, the attorney of Edward B. Emory of B. The auditor desiring to take testimony under the order of the court of May 7, 1931, requested Edward B. Emory of B to appear before him as a witness with Mr. Horney, his attorney in the matter of said order which was passed on the petition filed to have distributed that part of the trust estate of this cause in which Blanchard Emory, 3rd, had a life interest.

Edward B. Emory of B, a witness of lawful age, was duly sworn by the auditor, does depose and say in answer to the questions set forth below as follows:

Question No. 1.

Please state you_ name and place of residence.

A. Edward B. Emory of B, Centreville, Maryland.

Question No. 2. Your testimony is desired in the matter of a cause in the Circuit Court for Queen Anne's County, in Equity, No. 2830, between Alan G. Emory, Edward B. Emory and others as plaintiffs and Blanchard Emory, 3rd and others as defendants. You state whether or not you know the said Alan G. Emory and Edward B. Emory of B and the said Blanchard Emory, 3rd.

Answer. I do. I am the Edward B. Emory of B. Alan G. Emory is my brother and Blanchard Emory, 3rd., is my brother and is now dead.

Question No. 3. You state that your brother, Blanchard Emory, 3rd., is now dead. When and where did he die?

Answer. He died in the City of Baltimore, Maryland, on April 5, 1931.

Question No. 4. In the proceedings of this cause is filed a copy of the will of Mary Kerr Emory. State, if you knew her and what relations, if any, she bore you and your two brothers.

Answer. I knew Mary Kerr Emory as she was my mother and the mother of Alan G. Emory and also Blanchard Emory, 3rd.

Question asked Mr. Emory by Mr. Horney.

In your last report of income to the Court in the cause just mentioned by Mr. Brown it is stated that the income was overpaid to Alan G. Emory in the sum of $58.52. Has this over-payment ever been returned to you and Mrs. Emory as the trustees in this cause?

Answer. It has.

Question No. 2. In the same report it is stated that the income was overpaid to Blanchard Emory, 3rd., in the sum of $260.97. Has this over-payment ever been returned to the trustees in this cause?

Answer. It has not.

Question No. 3. Was the income reported by you as just stated received from the farm known as "Indian Town". And if so in what capacity did you and Mrs. Emory receive it?

Answer. It was received from "Indian Town" by me and my wife as trustees under the will of my mother, Mary Kerr Emory.

Question No. 4. Do you or not as trustees desire to be reimbursed for the over-payment made byou as trustees to Blanchard Emory, 3rd, by way of income?

Answer. We desire to be reimbursed from the funds in this cause.

Question by the auditor. Do you know or can you state any other matter or thing which may be of benefit or advantage to the parties of this cause, or either of, them, or that may be material to the subject of your examination or the matters in question between the parties? If yea, state the same fully and at large in your answer.

Answer. I do not.

EDWARD B. EMORY OF B.

NISI RATIFICATION OF AUDIT.

Alan G. Emory et al.	)	IN THE CIRCUIT COURT
	)	
VS.	)	FOR QUEEN ANNE'S COUNTY
	)	
Blanchard Emory 3rd. et al.	)	IN EQUITY
	)	CASE No. 2830.

ORDERED, This 31st. day of July, 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 29th. day of August, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 22nd day of August, 1931 in some newspaper printed and published in Queen Anne's County.

Filed July 31st. 1931. B. HACKETT TURNER Clerk

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Aug. 31st, 1931.

NISI RATIFICATION OF AUDIT

Alan G. Emory et al.
vs.
Blanchard Emory, 3rd et al.

In The Circuit Court For Queen Anne's County In Equity Case No. 2830.

ORDERED, This 31st day of July, 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 29th day of August, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 22nd day of August, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk
True Copy,
Test, B. HACKETT TURNER, Clerk
Filed July 31st 1931.

THE CENTREVILLE RECORD

Centreville, Md., Aug. 31, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the case of Alan G. Emory et al vs. Blanchard Emory 3rd et al #2830 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 22nd day of Aug. in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Aug. 31st 1931. By E. H. Brown Jr.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Aug. 31st, 1931.

NISI RATIFICATION OF AUDIT

Alan G. Emory, et al.
vs.
Blanchard Emory, 3rd, et al.

In The Circuit Court For Queen Anne's County In Equity Case No. 2830.

ORDERED, This 7th day of July, 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 first day of August, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of July, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk
True Copy:
Test: B. HACKETT TURNER, Clerk
Filed July 7th, 1931.

THE CENTREVILLE RECORD

Centreville, Md., Aug, 31 1931

H3580

THE CENTREVILLE RECORD PUBLISHING CO., hereby certfies that the nisi ratification on an audit in the case of Alan G. Emory et al vs. Blanchard Emory 3rd et al. #2830 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 25 day of July in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Aug. 31st, 1931. By E. H. Brown Jr.

Clerk's Certificate.

Alan G. Emory et. al.	In the Circuit Court for
Vs.	Queen Anne's County, in
Blanchard Emory, 3rd. et. al.	Equity.
	No. 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 7th day of July 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 31st day of August, 1931.

Seal's Place.

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

ORDER OF COURT
Filed Sept. 8th, 1931.

ALAN G. EMORY, ET AL.,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
BLANCHARD EMORY, 3rd, ET AL.	)	Cause No. 2830.

ORDERED, this 8th day of September, 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 aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the Order of Ratification Nisi of said audit passed in this cause on the 7th day of July, 1931.

AND IT IS FURTHER ORDERED that jurisdiction be and is hereby assumed by this Court over the trust created by the last will and testament of Mary K. Emory, late of Queen Anne's County, Maryland, deceased, for and in behalf of Alan G. Emory, the entire principal or corpus of said trust being the sum of Eigteen Hundred Two Dollars and Seventy Five Cents ($1,802.75), which said sum has been audited to Edward B. Emory of B., and Susan W. Emory, and to the survivor of them, in trust during the life time of the said Alan G. Emory, in the said within and aforegoing Report and Account of the Auditor, and is hereby directed to be held by them, in trust as aforesaid, in this cause, and that the said Edward B. Emory of B., and Susan W. Emory, Trustees as aforesaid, be and they are hereby required and directed to file in this proceeding with the Clerk of this Court a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by this Court or by the said Clerk of this Court, in the penalty of two thousand Dollars ($2000.00), if corporate surety be given, or in twice that amount if personal surety be given, conditioned for the faithful performance of the duties of their said trust under said last will and testament of said Mary K. Emory, deceased, and for the faithful performance and execution of the trust reposed in them by this decree or which may be reposed in them by any future decree or order in the premises.

LEWIN W. WICKES

Filed Sept. 8th, 1931.

Clerk's Certificate.

Alan G. Emory et al.	)	In the Circuit Court for
Vs.	)	Queen Anne's County, in
Blanchard Emory 3rd, et al.	)	Equity.
	)	No. 2830 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 31st day of July, 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 31st day of August, 1931.

Seal's
Place.

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

ORDER OF COURT
Filed Sept. 8th, 1931.

ALAN G. EMORY, ET AL.	)	In the Circuit Court for
vs.	)	Queen Anne's County
	)	in Equity.
BLANCHARD EMORY, 3rd, ET AL.	)	Cause No. 2830.

ORDERED, this 8th day of September, 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 aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the Order of Ratification Nisi of said audit passed in this cause on the 31st day of July, 1931, and Edward B. Emory of B., and Susan W. Emory, Trustees, are directed to apply the proceeds in the manner set forth in said audit.

LEWIN W. WICKES

Filed Sept. 8th, 1931.

CERTIFIED COPY OF BOND
Filed Sept. 15th, 1931.

Queen Anne's County, to wit: Be it remembered that on the fifteenth day of September, in the year 1931, 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, Edward B. Emory of B., and Susan W. Emory, of Queen Anne's County, State of Maryland, as principals, 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 Two thousand dollars ($2,000.00) to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th. day of September, in the year nineteen hundred and thirty one.

WHEREAS, the above bounden, Edward B. Emory of B. and Susan W. Emory, Trustees for Alan G. Emory under the last will and testament of Mary Kerr Emory late of Queen Anne's County, Maryland, deceased, by virtue of an order of the

N3850

Circuit Court for Queen Anne's County in Equity, passed on the 8th. day of September, 1931, and contained in the final order of said Court ratifying the audit filed on the 7th. day of July, 1931, in a cause in said Court entitled "Alan G. Emory et al. Vs. Blanchard Emory 3rd. et al", being Cause No. 3830 on the Chancery Docket of said Court were directed to file this bond and to perform the trust reposed in them by said last will and testament and by said order of said Court under the direction of said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Edward B. Emory of B., and Susan W. Emory do and shall well and faithfully perform the trust reposed in them by said last will and testament of the said Mary Kerr Emory, deceased, and the trust reposed in them by said order of said Court or which may be reposed in them by any future order or decree in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:
Hilda T. Seward.
Attest: Hilda T. Seward.

Edward B. Emory of B. (SEAL)
Susan W. Emory. (SEAL)
United States Fidelity and
Guaranty Company
By William R. Horney,
Its attorney in fact. Seal's Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed September 15th. 1931.

B. Hackett Turner, Clerk.

State of Maryland, Queen Anne's County, to wit:-
I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 164, 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 Co. this 15th. day of September, in the year 1931.

Seal's
Place.

B. HACKETT TURNER
Clerk.

H38580

M3580

H385580

H3850

Cause No. 2865.

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

J. Olin Pippin,
Assignee of Mortgage,

vs.

John T. Smith,
Ella S. Smith,
Mortgagors.

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

TO THE CLERK OF SAID COURT:-

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in the papers of said cause a certified copy of the mortgage from John T. Smith and Ella S. Smith, his wife, to Helen M. Monroe, dated August 14th, 1915, and recorded in Liber W. F. W. #7, folio 428, etc., a land record book for Queen Anne's County, Maryland, and of the assignments thereof, by mesne assignments, to J. Olin Pippin, which said assignments are recorded at the footh of said mortgage.

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

And as in duty bound, etc.,

JOHN PALMER SMITH
Attorney for Assignee.

J. Olin Pippin
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE
Filed Apr. 8th, 1931.

#5084. Q U E E N A N N E'S C O U N T Y, to wit: be it remembered that on the sixteenth day of August in the year nineteen hundred and fifteen, the following MORTGAGE was brought to be recorded, to wit:-

T H I S M O R T G A G E, made this fourteenth day of August, in the year nineteen hundred and fifteen, by John T. Smith and Ella S. Smith, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said John T. Smith is justly indebted unto Helen M. Munroe, of Queen Anne's County, aforesaid, for money this day loaned to him in the full sum of Five Hundred Dollars, ($500.00);

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said sum of Five Hundred Dollars shall be repaid to the said Helen M. Munroe at the expiration of three years from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage;

AND WHEREAS, the said loan was made upon the express precedent agreement that the aforesaid principal sum of Five Hundred Dollars and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH THAT IN CONSIDERATION OF THE PREMISES and of the sum of One Dollar the said John T. Smith and Ella S. Smith, his wife, do hereby grant and convey unto the said Helen M. Munroe, her heirs and assigns, in fee simple, all that lot or parcel of land, improved by two story frame dwelling house where the said John T. Smith now resides, situate, lying and being on the east side of Liberty Street, in the town of Centreville, Queen Anne's County, State of Maryland, adjoining on its north east side the property of the devisees of the late William McKenney known as "The Harley Property", on its south west side the property of Martha M. Morris and on its rear or south east side the James Taylor property, and being the same lot or parcel of land which was conveyed to the said John T. Smith by B. Palmer Keating and Nellie L. Keating, his wife, and P. Henry Feddeman and Mary E. Feddeman, his wife, by deed bearing date the twenty-nint day of June, eighteen hundred and ninety three, and recorded in Liber L. D. No. 2, folios 382, a land record book for Queen

Anne's County aforesaid, to which said deed reference is hereby made for a more perfect and complete description of the said lot or parcel of land hereby granted and conveyed.

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

PROVIDED, that if the said John T. Smith, his heirs, executors, administrators or or assigns, shall well and truly pay to the said Helen M. Munroe, her executors, administrators or assigns, the aforesaid sum of Five Hundred Dollars, ($500.00) when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said John T. Smith, his heirs and assigns shall possess said property.

AND the said John T. Smith, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof in some Company or Companies approved by the said Helen M. Munroe, her executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage and to deliver, upon demand, to the mortgagee, her executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Helen M. Munroe, her executors, amdinistrators or assigns, or J. FRANK HARPER, of Queen Anne's County aforesaid, her and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, 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 John T. Smith, 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 the said Helen M. Munroe, her executors, administrators or assigns, or J. FRANK HARPER, her and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said John T. Smith, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hands and seals of the said Mortgagors:-

JOHN T. SMITH (SEAL)

Test:-

ELLA S. SMITH (SEAL)

Wm. E. Thompson.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this fourteenth day of August, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County

H3580

aforesaid, personally appeared John T. Smith and Ella S. Smith, his wife, and each acknowledged the aforegoing mortgage to be their respective act.

WM. E. THOMPSON

Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this fourteenth day of August, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Helen M. Munroe, the within named Mortgagee, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

WM. E. THOMPSON

Justice of the Peace.

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

For value received, I hereby assign the within and aforegoing mortgage to Graham Watson, Trustee in the Matter of the Trust created by the Will of Alice Harman, for the full amount of the principal mortgage debt of Five Hundred Dollars ($500.00) secured by said mortgage, with interest thereon from the fourteenth day of August, nineteen hundred and twenty two.

Witness my hand and seal this eleventh day of September, in the year nineteen hundred and twenty four:

Test: J. Frank Harper Helen M. Munroe (SEAL)

Queen Anne's County, to wit: Be it remembered that on the eighth day of April, in the year nineteen hundred and thirty one, the following assignments were brought to be recorded, to wit:

For value received and pursuant to an order of the Circuit Court for Queen Annes County, in Equity, passed on the 7th day of April in the year nineteen hundred and thirty-one in Chancery Cause #2307 I hereby assign the within and aforegoing mortgage with interest from the 6th day of November nineteen hundred and twenty six unto Esther G. Smith, without recourse or guaranty, with a credit of twenty-two dollars on account of said interest.

Witness my hand and seal this eighth day of April in the year nineteen hundred and thirty one.

Graham Watson (SEAL)
Trustee in the Matter of the
Trust Created under the will
of Alice Harmon.

Test:

Thos. J. Keating, Jr.

For Value Received, I do hereby transfer and assign the within and aforegoing Mortgagw unto J. Olin Pippin.

Witness my hand and seal this eighth day of April, 1931.

Test: Esther G. Smith (SEAL)

John Palmer Smith.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 7, folios 428, etc., a Land Record Book for Queen Anne's County.

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

B. HACKETT TURNER
Clerk.

Seal's
Place

CERTIFIED COPY OF BOND
Filed April 8th, 1931.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the eighth day of April, in the year 1931, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS; that we J. Olin Pippin, of Centreville, Queen Anne's County, Maryland, and New Amsterdam Casualty Company, a a body corporate of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars to be paid to the said State or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of usl our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this eighth day of April, in the year nineteen hundred and thirty one,

WHEREAS, the above bounden J. Olin Pippin by virtue of the power contained in a mortgage from John T. Smith and Ella S. Smith, his wife bearing date thr fourteenth day of August, nineteen hundred and fifteen, and recorded among the land records of Queen Anne's County, in Liber W. F. W. No. 7, folio 428, and under which mortgage the said J. Olin Pippin, by mense assignment is now the assignee thereof, said assignment unto the said J. Olin Pippin being date the 8th. day of April, 1931, 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 J. Olin Pippin, 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 mortgage 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. Olin Pippin. (SEAL)

Signed, sealed and delivered in the presence of

New Amsterdam Casualty Company
By McKenney & Price.
Attorney in fact.

Seal's Place.

J. P. Smith
Attest: R. T. E. Forman

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Secirvt approved and Bond filed April 8th. 1931.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 133, 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 8th. day of April, in the year 1931.

B. HACKETT TURNER
Clerk.

Seal's
Place.

REPORT OF SALE
Filed May 5th, 1931.

J. OLIN PIPPIN,
Assignee of Mortgage,
vs.
John T. Smith,
Ella S. Smith,
Mortgagors.

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

M3880

CHANCERY CAUSE NO. 2865.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of J. Olin Pippin, Assignee of the Mortgage hereinafter described, to your Honors, respectfully sets forth:-

Default having occurred in the terms of the mortgage from John T. Smith and Ella S. Smith, his wife, to Helen M. Munroe, said mortgage being dated the 14th day of August, 1915, and recorded in Liber W. F. W. No. 7, folio 428, etc., a land record book for Queen Anne's County, Maryland, and by mense assignments duly assigned to the said J. Olin Pippin, the said assignee, by virtue of the power of sale contained in the above described mortgage, after giving bond with security approved by the Clerk of this Court for the faithful performance and discharge of the Trust reposed in him under said mortgage, and after giving notice of the time, place and manner and terms of sale by advertisement inserted in the Centreville Record, a newspaper printed and published in Queen Anne's County, Maryland, for more than twenty (20) days before the date of sale, to wit, for four successive weeks, beginning on the 9th day of April, 1931, and ending on the 30th day of April, 1931, as per certificate filed herewith, and as provided in said mortgage, did, as Assignee of said Mortgage, pursuant to said notice and advertisement, attend in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on Saturday, May 2nd, 1931, at the hour of 1.30 o'clock P. M., and did then and there proceed to make sale of the real estate mentioned and described and conveyed in the aforesaid mortgage, and that the procedure at said sale was as follows:-

In the first place the said Mortgagee directed his attorney, John Palmer Smith, to read the said advertisement of sale, and announce that the taxes, (State, County and Town), fire insurance, water rents would be adjusted as of day of sale, possession givne immediately upon the terms of sale being complied with, and all title papers at the expense of the purchaser, and then instructed the Auctioneer to proceed to sell the said property, being All that lot or parcel of land, improved by a two-story frame dwelling house, situate, lying and being in the town of Centreville, Queen Anne's County, Maryland, adjoining on its northeast side the property of the devisees of the late William McKenney (now the property of Mrs. Henrietta McK. Holton) known as "The Harley Property", on its southwest side the property of Mrs. M. C. Bartlett, and on its rear or southwest side the James Taylor property, and being the same lot or parcel of land which was conveyed to the said John T. Smith by B. Palmer Keating and wife, and P. Henry Feddeman and wife, by deed dated the 29th day of June, 1893, and recorded in Liber L. D. No. 2, folio 382, a land record book for Queen Anne's County aforesaid, and sold the same unto Ernest W. Grubb and Louise L. Grubb, his wife, who were then and there the highest bidders therefor and and for the sum of Seventeen Hundred and Sixty Dollars ($1760.00).

The terms of sale have been complied with by purchasers.

Respectfully submitted,

J. OLIN PIPPIN
Assignee of Mortgage.

Certficate of Centreville Record.
Certificate of J. Elmer Anthony, Auctioneer.
Copy of notice read at time of sale as to taxes, insurance, water rents, possession, title papers.

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

I HEREBY CERTIFY, that on this 5th day of May, in the year nineteen hundred and thirty-one, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared J. Olin Pippin, Assignee of Mortgage, the party making the above mentioned and enclosed Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale to be true and correct to the best of his knowledge and belief, and that the sale was fairly made.

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

Filed May 5th, 1931.

Centreville, Maryland.

May 2nd, 1931.

I hereby certify, that I did offer for public sale on May 2nd, 1931, in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, at the hour of 1.30 P. M., the property described in the attached advertisement of sale, described as the Ella Smith Property on East side of Liberty Street, Centreville, Maryland, and did then and there sell the said property to Ernest W. Grubb and Louise L. Grubb, his wife, at and for the sum

of Seventeen Hundred and Sixty Dollars ($1760.00), he being then and there the highest bidder therefor.

J. ELMER ANTHONY
AUCTIONEER.

ASSIGNEE'S SALE OF DWELLIN IN CENTREVILLE

Default having occurred in the terms of the mortgage from John T. Smith and Ella S. Smith, his wife, to Helen M. Monroe, dated August 14, 1915, and recorded in Liber W. F. W. No. 7, folio 428, etc., a land record book for Queen Anne's County, Maryland, the undersigned assignee of said mortgage, by mesne assignments, by virtue of the power of sale continued 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, MAY 2, 1931 beginning at the hour of 1.30 P. M., the following described real estate, to wit:-

All that lot or parcel of land, improved by a two-story frame dwelling house, situate, lying and being on the east side of Liberty St., in the town of Centreville, Queen Anne's County, Maryland, adjoining on its northeast side the property of the devisees of the late William McKenney (now the property of Mrs. Henrietta McK. Holton) known as "The Harley Property", on its southwest side the property of Mrs. M. C. Bartlert, and on its rear or southwest side the James Taylor property, and being the same lot or parcel of land which was conveyed to the said John T. Smith by B. Palmer Keating and wife and P. Henry Feddeman and wife, by deed date, the 29th day of June, 1893, and recorded in Liber L. D. No. 2, folio 382, a land record book for Queen Anne's County aforesaid.

TERMS OF SALE: $500.00 cash on the day of sale, the balance upon ratification of the sale by the Circuit Court for Queen Anne's County, in Equity, 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 to the satisfaction of the undersigned. Possession will be given immediately upon full compliance with the terms of sale. Further particulars will be made known on the day of sale.

J. OLIN PIPPIN,

Assignee of Mortgage.

John Palmer Smith,
Attorney for Assignee.
J. Elmer Anthony, Auctioneer.

ASSIGNEE'S SALE
OF DWELLING IN CENTREVILLE

Default having occurred in the terms of the mortgage from John T. Smith and Ella S. Smith, his wife, to Helen M. Monroe, dated August 14, 1915, and recorded in Liber W. F. W. No. 7, folio 428, etc., a land record book for Queen Anne's County, Maryland, the undersigned assignee of said mortgage, by mesne assignments, by virtue of the power of sale continued 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, MAY 2, 1931 beginning at the hour of 1.30 P. M., the following described real estate, to wit:-

All that lot or parcel of land, improved by a two-story frame dwelling house, situate, lying and being on the east side of Liberty St., in the town of Centreville, Queen Anne's County, Maryland, adjoining on its northeast side the property of the devisees of the late William McKenney (now the property of Mrs. Henrietta McK. Holton) known as "The Harley Property", on its southwest side the property of Mrs. M. C. Bartlett, and on its rear or southwest side the James Taylor property, and being the same lot or parcel of land which was conveyed to the said John T. Smith by B. Palmer Keating and wife and P. Henry Feddeman and wife, by deed date, the 29th day of June, 1893, and recorded in Liber L. D. No. 2, folio 382, a land record book for Queen Anne's County aforesaid.

TERMS OF SALE: $500.00 cash on the day of sale, the balance upon ratification of the sale by the Circuit Court for Queen Anne's County, in Equity, or all cash at the option of the purchaser, the credit payment, if any, to bear interest from the day of sale, and to be secured to the satisfaction of the undersigned. Possession will be given immediately upon full compliance with the terms of sale. Further particulars will be made known on the day of sale.

J. OLIN PIPPIN

Assignee of Mortgage.

John Palmer Smith
Attorney for Assignee.
J. Elmer Anthony, Auctioneer.

State, County and Twon taxes for the year 1931 to be adjusted as of day of sale.

Fire insurance premium to be adjusted as of day of sale.

Water rents for the year 1931 to be adjusted as of day of sale.

Possession immediately upon full compliance with terms of sale.

H3580

All title papers at the expense of purchaser.

ASSIGNEE'S SALE
OF DWELLING IN CENTREVILLE

Default having occurred in the terms of the mortgage from John T. Smith and Ella S. Smith, his wife, to Helen M. Monroe, dated August 14, 1915, and recorded in Liber W. F. W. No. 7, folio 428, etc., a land record book for Queen Anne's County, Maryland, the undersigned assignee of said mortgage, by mesne assignments, by virtue of the power of sale continued 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, MAY 2, 1931 beginning at the hour of 1.30 P. M., the following described real estate, to wit:-

All that lot or parcel of land, improved by a two-story frame dwelling house, situate, lying and being on the east side of Liberty St., in the town of Centreville, Queen Anne's County, Maryland, adjoining on its northeast side the property of the devisees of the late William McKenney (now the property of Mrs. Henrietta McK. Holton) known as "The Harley Property", on its southwest side the property of Mrs. M. C. Bartlett, and on its rear or southwest side the James Taylor property, and being the same lot or parcel of land which was conveyed to the said John T. Smith by B. Palmer Keating and wife and P. Henry Feddeman and wife, by deed date, the 29th day of June, 1893, and recorded in Liber L. D. No. 2, folio 382, a land record book for Queen Anne's County aforesaid.

TERMS OF SALE: $500.00 cash on the day of sale, the balance upon ratification of the sale by the Circuit Court for Queen Anne's County, in Equity, 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 to the satisfaction of the undersigned. Possession will be given immediately upon full compliance with the terms of sale. Further particulars will be made known on the day of sale.

J. OLIN PIPPIN,
Assignee of Mortgage.

John Palmer Smith,
Attorney for Assignee,
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD

Centreville, Md., May 5th, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's sale in the case of J. Olin Pippin Assignee of Mortgage vs. John T. Smith and Ella S. Smith, 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 or twenty days before the 2nd day of May in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

N I S I

J. Olin Pippin, Assignee of Mortgage.	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
Vs.	)	IN EQUITY
John T. Smith Ella S. Smith, Mortgagors.	)	CHANCERY NO. 2865.

ORDERED, This 5th. day of May, A. D., 1931, that the sale of the real estate made and reported in this cause by J. Olin Pippin, Assignee of mortgage., be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th. 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 8th day of June next.

The Report states the amount of sales to be $1760.00.

B. HACKETT TURNER Clerk.

Filed May 5th. 1931.

PETITION OF CREDITORS FOR APPLICATION
OF EXCESS PROCEEDS OF MORTGAGE SALE.
Filed July 1st, 1931.

J. Olin Pippin,
Assignee of Mortgage,

vs.

Ella S. Smith,

John T. Smith,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,

in Equity.

Chancery Cause No.

To the Honorable, the Judges of said Court:-

William Marvin Barton and W. Edward Barton, co-partners trading as Barton Brothers, of Queen Anne's County, State of of Maryland, who file this petition as well for themselves as for all other creditors of EllaAS. Smith, late of Queen Anne's County, deceased, who will come in and contribute to the expenses of these proceedings, petitioning say:-

1. That Ella S. Smith departed this life sometime on or about January 9th, 1931, being then a resident of Queen Anne's County, Maryland, and being at the time of her death indebted unto your petitioners in the sum of Eighty-Nine Dollars and twenty-five cents ($89.25), as will appear by certified copy of judgment filed in these proceedings marked Petitioners' Exhibit No. 1., said judgment bearing date the 25th day of February, 1925, and being #25 Appearance, January Term, 1925, with interest from date of judgment, and costs of suit and with all exemptions waived; and the said Ella S. Smith being indebted also unto sundry other persons and in various amounts.

2. That the said Ella S. Smith died without leaving any personal property upon which to administer.

3. That the said Ella S. Smith, deceased, was, at the time of her death aforesaid seised and possessed of certain real estate located in Centreville, Queen Anne's County, Maryland, consisting of a dwelling-house in Centreville, on the east side of South Liberty Street, which said real estate is the same real estate described in and granted by the mortgage filed in the above proceedings and sold in these proceedings under the power of sale contained in said mortgage, which said real estate the said Ella S. Smith received under devise under the last will and testament of John T. Smith, her husband, who predeceased her, leaving her said real estate as sole devisee under his last will and testament subject, nevertheless, to the lien of the mortgage filed in these proceedings.

4. That the said Ella S. Smith, being so seised and possessed of the aforesaid real estate, departed this life as aforesaid on or about the 9th day of January, 1931, testate, leaving a last will and testament, under which said last will and testament John Palmer Smith, of Queen Anne's County, State of Maryland, was named as sole devisee and executor.

5. That no letters of administration have ever been taken out upon the estate of the said Ella S. Smith.

6. That the aforesaid Real Estate, consisting of the said dwelling house in Centreville, Queen Anne's County, Maryland, of which the said Ella S. Smith, deceased, died seised and possessed as aforesaid, was, after the death of the said Ella S. Smith, deceased, sold under foreclosure proceedings in the above entitled Cause by J. Olin Pippin, Assignee of Mortgage, under the power of sale contained in said mortgage, to pay the mortgage debt, interest, costs and commissions due and owing under the mortgage filed in this Cause.

7. That the proceeds of the sale realized from the sale under the foreclusure proceedings in this Cause, are largely in excess of the amount necessary to make payment of the mortgage debt, interest, costs and commissions due under said mortgage and your Petitioners, and the other creditors of the said Ella S. Smith deceased, are entitled to have the excess proceeds of sale applied to the payment and liquidation of the claims.

TO THE END THEREFORE, that the Defendant hereinafter mentioned may answer this Petition; and that the indebtednesses of the said Ella S. Smith, deceased, may be paid from the excess proceeds of sale remaining in the hands of J. Olin Pippin, Assignee and Vendor in these proceedings; and that your Petitioners may have such other and further relief as their case may require.

May it please your Honors to pass an order on this Petition and the Exhibit herewith filed, granting unto your Petitioners the writ of subpoena against the said John Palmer Smith, devisee as aforesaid, and J. Olin Pippin, Assignee and Vendor in the above proceedings, both residents of Queen Anne's County, Maryland, directed to the Sheriff of Queen Anne's County, Maryland, commanding them and each of them to be and appear in this Court, either in person or by solicitor, on or before a certain day to be named in said

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writ, to answer the premises and to abide by and perform such decree or order as may be passed therein.

And as in duty bound, etc.

Wm. Marvin Barton

W. Edward Barton
Co-partners trading as:-

Filed July 1st, 1931.

Barton Bros.

CERTIFICATE OF PUBLICATION
OF ORDER NISI

NISI

J. Olin Pippin, Assignee of Mortgage

VS.

John T. Smith and Ella S. Smith,
Mortgagors.

In The Circuit Court For Queen Anne's County In Equity Chancery No. 2865

ORDERED, This 5th day of May, A. D., 1931, that the sale of the real estate made and reported in this cause by J. Olin Pippin, Assignee of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of June next.

The Report states the amount of sales to be $1,760.00.

B. HACKETT TURNER, Clerk

True Copy,
Test: B. HACKETT TURNER, Clerk.
Filed May 5th, 1931.

THE CENTREVILLE RECORD

Centreville, Md. July 2nd 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of J. Olin Pippin, Assignee of Mortgage vs. John T. Smith and Ella S. Smith, Mortgagors #2865 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, 1st insertion being May 7, 1931 before the 8th day of June in the year 1931

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins

STATEMENT OF MORTGAGE DEBT.
Filed July 2nd, 1931.

J. Olin Pippin,
Assignee,
vs.
John T. Smith,
Ella S. Smith,
Mortgagors.

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

Chancery Cause No.

Statement of Mortgage Debt.

John T. Smith and Ella S. Smith,
Mortgagors,

To

J. Olin Pippin, Assignee.....Dr.

To amount of principal debt in mortgage dated August 14th, 1915, and recorded in Liber W. F. W. No. 7, 428, etc., a land record book for Queen Anne's County, Maryland, and assigned unto J. Olin Pippin on April 8th, 1931, for ..... $ 629.69

To interest on said mortgage debt from April 8th, 1931, to May 2nd, 1931, date of sale ..... $ 2.32

Mortgage debt and interest ..... $ 632.01

To commissions to John Palmer Smith, Attorney at law, in whose hands said mortgage had been placed for collection prior to day of sale ..... $ 31.60

$ 663.61

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

I hereby certify, that on this second day of July, 1931, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared J. Olin Pippin, Assignee in the above entitled cause, and made oath in due form of law that the matters and things stated in the aforegoing Statement of Mortgage Debt are true and just to the best of his knowledge and belief.

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

Filed July 2nd, 1931.

THIS MORTGAGE, Made this fourteenth day of August, in the year nineteen hundred and fifteen, by John T. Smith and Ella S. Smith, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said John T. Smith is justly indebted unto Helen M. Munroe, of Queen Anne's County aforesaid, for money this day loaned to him in the full sum of Five Hundred Dollars ($500.00);

AND WHEREAS it is hereby agreed by and between the parties to this mortgage that the said sum of Five Hundred Dollars shall be repaid to the said Helen M. Munroe at the expiration of three years from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage;

AND WHEREAS the said loan was made upon the express precedent agreement that the aforesaid principal sum of Five Hundred Dollars and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW THEREFORE, THIS MORTGAGE WITNESSETH that in consideration of the premises and of the sum of One Dollar the said John T. Smith and Ella S. Smith, his wife, do hereby grant and convey unto the said Helen M. Munroe, her heirs and assigns, in fee simple, all that lot or parcel of land, improved by the two story frame dwelling house where the said John T. Smith now resides, situate, lying and being on the east side of Liberty Street, in the town of Centreville, Queen Anne's County, State of Maryland, adjoining on its northeast side the property of the devisees of the late William McKenney known as "The Harley Property", on its southwest side the property of Martha M. Morris, and on its rear or southeast side the James Taylor property, and being the same lot or parcel of land which was conveyed to the said John T. Smith by B. Palmer Keating and Nellie L. Keating, his wife, and P. Henry Feddeman and Mary E. Feddeman, his wife, by deed bearing date the twenty-ninth day of June, eighteen hundred and ninety three, and recorded in Liber L. D. No. 2, folios 382, &c., a land record book for Queen Anne's County aforesaid, to which said deed reference is hereby made for a more perfect and complete description of the said lot or parcel of land hereby granted and conveyed.

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

PROVIDED, that if the said John T. Smith, his heirs, executors, administrators or assigns, shall well and truly pay to the said Helen M. Munroe, her executors, administrators or assigns, the aforesaid sum of Five Hundred Dollars ($500.00) when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said John T. Smith, his heirs and assigns, shall possess said property.

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AND the said John T. Smith, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof in some Company or Companies approved by the said Helen M. Munroe, her executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, her executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Helen M. Munroe, her executors, administrators or assigns, or J. FRANK HARPER, of Queen Anne's County aforesaid, her and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, 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 John T. Smith 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 Helen M. Munroe, her executors, administrators, or assigns, or J. FRANK HARPER, her and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said John T. Smith, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hands and seals of the said mortgagors:-

TEST:- JOHN T. SMITH (SEAL)

WM. E. THOMPSON ELLA S. SMITH (SEAL)

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

I hereby certify that on this fourteenth day of August, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John T. Smith and Ella S. Smith, his wife, and each acknowledged the aforegoing Mortgage to be their respective act.

WM. E. THOMPSON
Justice of the Peace.

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

I hereby certify that on this fourteenth day of August, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Helen M. Munroe, the within named mortgagee, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

WM. E. THOMPSON.
Justice of the Peace.

For value received, I hereby assign the within and aforegoing mortgage to Graham Watson, Trustee in the Matter of the Trust created by the Will of Alice Harman, for the full amount of the principal mortgage debt of

Five Hundred Dollars ($500.00) secured by said mortgage, with interest thereon from the fourteenth day of August, nineteen hundred and twenty two.

Witness my hand and seal this eleventh day of September, in the year nineteen hundred and twenty four:

TEST: HELEN M. MUNROE (SEAL)
J. FRANK HARPER

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

I hereby certify that this Assignment was received for record this fifth day of Jan. 1931 and recorded in Liber W. F. W. No. 7, folio 430, a Land Record Book for Queen Anne's County.

Examined and delivered.

B. Hackett Turner, Clerk.

For value received and pursuant to an order of the Circuit Court for Queen Annes County, in Equity, passed on the 7th day of April in the year nineteen hundred and thirty-one in Chancery Cause #2307 I hereby assign the within and aforegoing mortgage with interest from the 6th day of November nineteen hundred and twenty-six unto Esther G. Smith, without recourse or guaranty, with a credit of twenty two dollars on account of said interest.

Witness my hand and seal this eighth day of April in the year nineteen hundred and thirty-one.

GRAHAM WATSON (SEAL)
Trustee in the Matter of the Trust Created under the Will of Alice Harmon.

Test:
Thos. J. Keating Jr.

For value received, I do hereby transfer and assign the within and aforegoing Mortgage unto J. Olin Pippin.

Witness my hand and seal this eighth day of April, 1931.

Test:- ESTHER G. SMITH (SEAL)

John Palmer Smith

Assignments filed April 8th, 1931. Above assignments are recorded in Liber W. F. W. No. 7, folios 430, etc., a land record book for Queen Anne's County.

PETITION
Filed July 8th, 1931.

J. Olin Pippin Assignee vs John T. Smith and Ella S. Smith Mortgagors.	In the Circuit Court for Queen Anne's County, In Equity Cause No. 2865.

To the Honorable, the Judges of said Court:-

Your Petitioners, The Town Commissioners of Centreville, a municipal corporation, and the Federal Finance Company, Incorporated, a body corporate, by their attorneys Edwin H. Brown Jr. and H. B. W. Mitchell, respectfully sets forth:-

1st. That Ella S. Smith departed this life sometime in January, 1931.

2nd. That at the time of her death she was seised and possessed of the tract of land situate in the town of Centreville, sold in these proceedings.

3rd. That the said Ella S. Smith left a last will and testament dated sometime in September 1922, which said will was left in the office of the Register of Wills for Queen Anne's County, on February third, nineteen hundred and thirty one, and that although the custodian, John Palmer Smith, and the attesting witnesses have taken the oaths required by law, said will has never been probated.

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4th. That under the terms of said will all the real estate of the said Ella S. Smith is devised unto the said John Palmer Smith.

5th. That if and when said will is probated the said real estate of said Ella S. Smith becomes the property of the said John Palmer Smith, subject to the mortgage in these proceedings and any just and rightful debts due by the said Ella S. Smith, and said property would also be subject to any judgments against the said John Palmer Smith.

6th. That your petitioners are judgment creditors of the said John Palmer Smith, as will appear by certified copies of judgments filed herewith marked "Exhibit A" and "Exhibit B", and asked to be taken as a part of this petition.

7th. That your petitioners, being judgment creditors of the said John Palmer Smith have an interest in the equity of redemption in said property and in the proceeds of sale of the real estate made in these proceedings.

8th. That there was filed in this cause on July 1st 1931 by William Marvin Barton and W. Edward Barton, co-partners, trading as Barton Brothers, judgment creditors of Ella S. Smith, a petition for the application of the excess proceeds of the mortgage sale made in this cause, to the creditors of the said Ella S. Smith, making J. Olin Pippin, Assignee and John Palmer Smith, devisee, parties to this suit and an order to creditors only of Ella S. Smith to file their claims on or before a certain day to be named in said order.

9th. That your petitioners allege and aver that as the will above referéd to, of the said Ella S. Smith, has not yet been probated that it is necessary that the heirs at law of the said Ella S. Smith be made parties to this suit for the purpose of distributing properly the surplus proceeds of sale of the creditors of the said Ella S. Smith, unless the will of the said Ella S. Smith is probated immediately.

10th. That your petitioners furhter alle__ and aver that in order to protect their interest and the interest of other judgment creditors of John Palmer Smith, of which there are many, in the surplus proceeds of sale in this cause, in the event that the will of said Ella S. Smith is probated, that the judgment creditors of the said John Palmer Smith be made parties to this suit.

May it therefore please your Honors to pass an order directing that the petition of William Marvin Barton and W. Edward Barton, co-partners, trading as Barton Brothers, in the event that the will of Ella S. Smith is not probated immediately, be amended so as to include the heirs at law of the said Ella S. Smith; and that in the event that the will of the said Ella S. Smith is probated immediately that your petitioners be made parties to this suit and that all judgment creditors of John Palmer Smith be also made parties to this suit.

Respectfully submitted

EDWIN H. BROWN JR.
Attorney for the Town Commissioners of Centreville.

Filed July 8th, 1931.

H. B. W. MITCHELL
Attorney for the Federal Finance Company, Incorporated.

EXHIBIT A
Filed July 8th, 1931.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

EHB Jr.	The Town Commissioners of Centreville, a Municipal Corporation,	)	#43 Apprs. January Term 1931.
43	vs	)	Filed April 25th. 1931. Order to docket suit, Narr and Note with power to enter Judgment by confession.
	John Palmer Smith and Esther G. Smith	)	April 25th. 1931. Judgment entered by confession by the Defendants in favor of the Plaintiff for the sum of Six Hundred Ninety four dollars and sixty cents ($694.60/100) with interest from date hereof until paid and costs of suit with all exemptions waived, and thirty four dollars and thirty three cents., commissions.

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 eighth day of July, in the year of our Lord one thousand nine hundred and 31.

Seal's
Place

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

EXHIBIT B.
Filed July 8th, 1931.

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

HBWM	Federal Finance Company, Incorporated, a body corporate,	#50 Apprs. November Term 1924.
50	vs	Filed January seventh 1925. Order to docket suit, Narr and four notes for $81.25 each, with power to enter judgment by confession &c.
Appr's. $5.00 Clk. 2.45		January 7th. 1925. Judgment entered by confession by the Defendant in favor of the Plaintiff for the sum of Three Hundred forty Dollars and ninety two cents (#340.92) with interest from date hereof until paid and costs of suit, with all exemptions waived.
	John Palmer Smith.	

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 8th. day of July, in the year of our Lord one thousand nine hundred and 31.

Seal's
Place.

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

Order of Court
Filed July 9th, 1931.

ORDER OF COURT:-

ORDERED, this 9th day of July, in the year nineteen hundred and thirty-one, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made and reported in the above proceedings by J. Olin Pippin, Assignee of Mortgage, filed in said proceedings, be, and the same is hereby FINALLY RATIFIED AND CONFIRMED, no cause to the contrary thereof having been shown, although due notice appears to have been given as provided by the pre-

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vious Order Nisi passed in said cause and fuly published. The said Assignee of Mortgage is allowed the commissions upon the sale and all costs and expenses provided for in said mortgage.

THOMAS J. KEATING.

Filed July 9th, 1931.

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Cause No. 2868.

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

THOMAS J. KEATING, ASSIGNEE,	)	IN THE CIRCUIT COURT
VS.	)	FOR
MICHAEL LEW, MORTGAGOR.	)	QUEEN ANNE'S COUNTY, IN EQUITY.

To - B. Hackett Turner, Clerk:

You will docket suit in the above style for foreclosure of the Mortgage from Michael Lew to William B. Earle, Trustee, dated September 27th., 1906, and recorded in Liber S. S. No. 2 folio 44 &c., a land record book for Queen Anne's County, and file in said cause a certified copy of said mortgage and the assignments thereof.

THOS. J. KEATING JR.
ASSIGNEE.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.
Filed May 7th, 1931.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-eighth day of September, in the year Nineteen Hundred and Six, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 27th day of September, in the year nineteen hundred and six, by Michale Lew of Queen Anne's County, in the State of Maryland.

Whereas, the said Michael Lew is justly indebted unto William B. Earle, Trustee for Mary E. Earle, of County and State aforesaid, in the principal sum of One Hundred and Fifty Dollars, for money this day loaned, together with the interest to accrue on the same, for which principal sum the said Michael Lew has passed to the said William B. Earle, Trustee for Mary E. Earle his promissory note of even date with these presents payable three years after date at the Centreville National Bank of Maryland and indorsed across its face in red ink "Principal mortgage note, secured by mortgage of even date"; and for the interest to accrue on said loan has passed to the said William B. Earle, Trustee for Mary E. Earle his six other promissory notes, each for the sum of four and fifty one hundredths dollars, payable in six, twelve, eighteen, twenty-four, thirty, and thirty six months from date respectively at the Centreville National Bank of Maryland, and being each endorsed across its face in red ink" interest note, secured by mortgage of even date", and

Whereas, it was a condition precedent to the making of said loan that these presents be executed in order to secure the repayment of the said principal sum together with the interest to accrue thereon according to the tenor of the said promissory notes as they may respectively mature.

Now This Mortgage Witnesseth, that in consideration of the premises and one dollar the said Michael Lew does hereby grant and convey unto William B. Earle, Trustee for Mary E. Earle, his successors, administrators and assigns, in fee simple,

All of that lot, tract, parcel or part of a tract of land situate lying and being in the town of Starr in Queen Anne's County aforesaid, and on the road leading from the said town of Starr to Wye Camp and being on the left side of the public road, and contained within the following metes and bounds, courses and distances, adjoining on the East side the Higgins property, on the West side the property of George Slaughter, the aforesaid public road, the aforesaid lot of land being rectangular in shape fronting on the public road one hundred and five feet and having a depth of two hundred and ten feet and being more particularly described in a deed from D. N. Smith Executor to W. A. Roe said deed being recorded in Liber W. H. C. No. 3 folio 528 &c and bearing date the seventh day of January 1895 to which deed reference is hereby made for a full and complete description of the said land. Together with all the buildings and improvements thereon and all rights, roads ways waters, privileges and advantages thereto belonging or in any wise appertaining.

Provided, that if the said Michale Lew, his heirs, executors, administrators or assigns shall well and truly pay to the said William B. Earle

Trustee for Mary E. Earle, his successors, personal representatives or assigns the principal sum of One Hundred and Fifty Dollars together with the interest as the same may become due in accordance with the tenor of the said promissory notes and shall perform all the covenants and conditions herein on his part to be performed, then this mortgage shall be void; and until default the said Michael Lew shall possess and hold the said property.

And the said Michale Lew hereby covenants for himself, his heirs, his personal representatives and assigns, to pay as they severally fall due, the debt and interest intended hereby to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorneys commissions and charges incurred in the collection of the said debt, or any part of either, and to insure and pending this mortgage to keep insured the improvements on the said premises to the full amount of their insurable value and to have the policy so framed or endorsed that the proceeds shall be applied to the payment of this mortgage, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue on the same, or any part of either as they severally fall due or in any covenant or condition in this mortgage, then the whole debt intended to be secured, and all moneys owing hereunder or secured hereby shall be due and demandable, and the said William B. Earle, Trustee for Mary E. Earle, his legal representatives or assigns or James T. Earle, his duly constituted attorney are hereby authorized to sell said premises upon giving three weeks previous notice of the time, place, manner and terms of sale, in a newspaper published in Queen Anne's County and such other notice as the party selling may deem expedient, for cash or for cash and credit, at the option of the person making the sale, the credit payments if any, to bear interest and to be secured by the notes of the purchaser with approved securities and to apply the proceeds to the payment of first, all expenses incident to such sale, (including compensation to the person making the sale, the same as to Trustees in Equity), second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance, if any, to the said Michael Lew or whoever may be entitled to the same.

Witness the hand and seal of the mortgagor.

Test: J. McK. Tilghman. Michael Lew (SEAL)

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

I hereby certify that on this 27th. day of September in the year nineteen hundred and six before me the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Michael Lew the within named mortgagor and acknowledged the aforegoing mortgage to be his act; and at the same time there personally appeared before me James T. Earle and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth. And further made oath that he is the duly constituted agent and attorney of William B. Earle Trustee for Mary E. Earle, the mortgagee, with power and authority to make this affidavit.

J. McK. Tilghman
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the 18th. day of May, in the year 1923, the following Assignment was brought to be recorded, to wit:

In pursuance of an order of the Circuit Court for Queen Anne's County, in Equity, passed on the 30th. day of April, 1923, in a cause therein entitled, "In the Matter of the Lunacy of Mary E. Earle, I hereby assign and transfer the within and aforegoing mortgage to Richard T. Earle, Trustee for Mary E. Earle. Witness my hand and seal this 18th. day of May, 1923.

Thomas J. Keating (SEAL)
Test: W. L. Holton, Jr. Trustee Mary E. Earle.

Queen Anne's County, to wit: Be it remembered that on the 12th. day of July, in the year 1923, the following Assignment was brought to be recorded, to wit:

In pursuance of an order of the Circuit Court for Queen Anne's County, in Equity, passed on the Eleventh day of June, 1923, in a cause therein entitled "In the Matter of the Lunacy of Mary E. Earle", being Cause No. 727 in said Court, I do hereby assign and transfer the within and aforegoing Mortgage to Thomas J. Keating.

Witness my hand and seal this Twelfth day of July, 1923.

Richard T. Earle (SEAL)
Test: Jas. P. Keating. Trustee for Mary E. Earle.

#3858

Queen Anne's County, to wit: Be it remembered that on the 7th. day of May, in the year 1931, the following Assignment was brought to be recorded, to wit:

I hereby transfer and assign the within and aforegoing mortgage to Thomas J. Keating, Jr., for purpose of foreclosure and collection.

Witness my hand and seal this 31st day of March, in the year nineteen hundred and thirty one.

Test: Francis E. Thomas. Thomas J. Keating (SEAL)

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber S. S. #2, folios 44 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 May, 1931.

B. HACKETT TURNER
C L E R K

Seal's
Place.

CERTIFIED COPY OF BOND
Filed June 2nd, 1931.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of June, in the year nineteen hundred and thirty-one, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas J. Keating, Jr., of Queen Annes County, Maryland, as principal and Fidelity and Deposit Company of Maryland, a body corporate of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of two hundred dollars ($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 and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this second day of June in the year nineteen hundred and thirty-one.

WHEREAS by virtue of the power of sale contained in mortgage from Michael Lew to William B. Earle, Trustee, dated September 27th. 1906 and recorded in liber S. S. No. 2, folio 44 etc., a Land Record Book for Queen Annes County, Maryland, and by mesne assignments assigned unto said Thomas J. Keating, Jr. for purpose of foreclosure and collection, the said Thomas J. Keating, Jr. is about to make sale of the mortgaged premises, default having occurred in the covenants contained in said mortgage, and has docketed suit in the Circuit Court for Queen Annes County, in Equity, as will appear by reference to a cause in said Court entitled "Thomas J. Keating, Jr., Assignee vs Michale Lew, mortgagor" and numbered 2868 on the Chancery Docket of said Court.

Now the condition of the above obligation is such that if the above bounden Thomas J. Keating, Jr. do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

WITNESS Thos. J. Keating, Jr. (SEAL)

Verna Crowl.

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND, a body corporate,
by

Verna Crowl.

Seal's
Place.

Thos. J. Keating, Jr.
Its attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed June 2nd. 1931.

B. Hackett Turner, Clerk.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, T O WIT:

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber B. H. T. #1, folios 152, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 2nd. day of June, 1931.

B. HACKETT TURNER
C L E R K.

Seal's
Place.

REPORT OF SALE OF REAL ESTATE
Filed June 9th, 1931.

THOMAS J. KEATING, JR., ASSIGNEE,	)	IN THE CIRCUIT COURT
VS.	)	FOR
MICHAEL LEW.	)	QUEEN ANNE'S COUNTY.

To the Honorable, the Judges of said Court:

The Report of Sale of the real estate made in these proceedings by Thomas J. Keating, Jr., Assignee, respectfully shows:

That after docketing suit and filing in this cause a certified copy of the mortgage from Michael Lew to William B. Earle, Trustee, dated September 27th., 1906, and recorded in Liber S. S. No. 2 folio 44, a land record book for Queen Anne's County, and by mesne assignments assigned unto said Thomas J. Keating, Jr., for foreclosure and collection, and after filing bond in the penalty of two hundred dollars, ($200.00), with surety approved by the Clerk of this Court, and after having given three weeks previous notice of the time, place, manner and terms of sale by publication in The Queenstown News, a newspaper printed and published in Queen Anne's County, Maryland, and by hand bills of the sale, the said Thomas J. Keating, Jr., default having occurred under the covenants contained in said mortgage by reason of the non payment of principal and interest, did attend in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 2nd., 1931, between the hours of one and two o'clock, p. m., and did offer and expose the real estate described in said mortgage at public sale to the highest bidder, and did sell the same unto Dorsey Foster, who was then and their the highest bidder therefor, at and for the sum of one hundred dollars, ($100.00), which your Assignee realizes is a small price for the same but which, under the present condition of things, he believes is the best that could possibly be obtained therefor. Your Assignee believes that the purchaser will comply with the terms of sale immediately upon the ratification thereof.

In addition to the terms of sale set forth in the advertisement your Assignee announced that the taxes for the year nineteen hundred and thirty one were to be paid by the purchaser.

Respectfully submitted.

Thos. J. Keating Jr.
ASSIGNEE.

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

I hereby certify that on this 9th day of June, in the year nineteen hundred and thirty one, before me, the Clerk of the Circuit Court for Queen Anne's County, in the State of Maryland, personally appeared Thomas J. Keating, Jr., Assignee, and made oath in due form of law that the matters and things stated in the within and aforegoing Report of sale are true to the best of his knowledge and belief, and that the sale was fairly made.

B. HACKETT TURNER
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Filed June 9th, 1931.

CERTIFICATE OF PUBLICATION OF SALE
Filed June 9th, 1931.

H3858

PUBLIC SALE
OF
VALUABLE REAL ESTATE

CONSISTING OF BLACKSMITH SHOP,
STABLE AND LOT OF LAND.

Under and by virtue of the power of sale contained in a mortgage from Michael Lew to William B. Earle, Trustee, and by mesne assignments assigned unto Thomas J. Keating, Junior, for foreclosure and collectio, default having occurred under the covenants contained in said mortgage the undersigned Assignee will offer at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 2nd, 1931 between the hours of 1 and 2 o'clock p. m., all the real estate conveyed by and described in the aforesaid mortgage:

Consisting of a lot of land situate in the town of Starr, Queen Anne's County Maryland, on the left side of the road leading from Starr to Wye Camp fronting on said public road and adjoining the Higgins property and the George Slaughter property and being the same property which was occupied for many years by Michael Lew, late of Queen Anne's County, deceased, the mortgagor.

This property is improved by a Blacksmith and Wheelwright Shop, a stable and several small outbuildings and is an excellent place in which to engage in the blacksmiting business or machinery repair work.

TERMS OF SALE: A deposit of $50.00 will be required on day of sale and the balance at time of ratification of sale by the Circuit Court of Queen Anne's County in Equity, said balance to draw interest from the day of sale and to be secured to the satisfaction of the undersigned.

The crops growing in the vegatable garden are reserved from this sale.

THOMAS J. KEATING, Jr.,
Assignee for Collection.
J. Elmer Anthony Auctioneer.

THE QUEENSTOWN NEWS

Queenstown, Md.

May 30/31

We hereby certify that the annexed advertisement of the real estate of the late Michael Lew, a true copy of which is hereto annexed, was inserted in the Queenstown News, a weekly newspaper printed and published at Queenstown, Queen Anne's County, Maryland, once a week for four weeks before the 2nd day of June, in the year, 1931.

The Queenstown News,

M. W. Aker

Filed June 9th, 1931. M. W. Aker.

NISI

Thomas J. Keating, Jr. Assignee	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
Vs.	)	
	)	IN EQUITY.
Michael Lew	)	
	)	CHANCERY NO. 2868.

ORDERED, This 9th. day of June, A. D., 1931, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr. Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th. day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th. day of July next.

The Report states the amount of sales to be $100.00.

B. HACKETT TURNER Clerk.

Filed June 9th. 1931.

CERTIFICATE OF PUBLICATION
OF ORDER NISI

NISI

Thomas J. Keating, Jr., Assignee

VS.

Michael Lew

In the Circuit Court for Queen Anne's County In Equity Chancery No. 2868.

ORDERED, This 9th day of June, A. D., 1931, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th day of July next.

The Report states the amount of sales to be $100.00.

B. HACKETT TURNER, Clerk

True Copy,
Test: B. HACKETT TURNER, Clerk
Filed June 9th, 1931.

THE CENTREVILLE RECORD

Centreville, Md. Oct. 16, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of Thomas J. Keating, Jr. Assignee vs. Michael Lew, Chy #2868 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 13 day of July in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

STATEMENT OF MORTGAGE DEBT
Filed Oct. 22nd, 1931.

THOMAS J. KEATING, JR., ASSIGNEE,	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, CHANCERY No. 2868.
VS.	)	
MICHAEL LEW, MORTGAGOR.	)	

STATEMENT OF MORTGAGE DEBT.

Principal amount of mortgage	$ 150.00
Interest from Sept. 27-1928 to Sept. 27, 1930, ...	18.00
to day of sale, June 21, 1931 on $150.00	6.00
	174.00

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

I hereby certify that on this 22nd day of October 1931, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in the State of Maryland, personally appeared Thomas J. Keating and made oath that the above is a true and bona fide statement of the mortgage debt due by Michael Lew to the said Thomas J. Keating.

B. HACKETT TURNER
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY.

H3580

CERTIFIED COPY OF
ORDER TO ASSIGN MORTGAGES.
Filed October 26th, 1931.

Ordered this 11th day of June, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that Richard T. Earle, trustee in the above entitled cause, be and he is hereby authorized, directed and empowered to assign the mortgage that he now holds as Trustee in this cause from Micheal Lew in the sum of $150.00 and on which interest is due from Sept. 27th., 1921, unto Thomas J. Keating, as part payment of money due and owing the said Thomas J. Keating by this trust, and that the said trustee at that time shall before assigning same receive from the said Thomas J. Keating a receipt for all money due and owing under said mortgage both principal and interest.

LEWIN W. WICKES

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from the original Order of Court filed in this office June 11th, 1923.

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

Seal's
Place.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF
ORDER TO ASSIGN MORTGAGE
Filed Oct. 26th, 1931.

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

In the Matter of the Lunacy of Mary E. Earle. Chancery #727.

Thomas J. Keating, the present trustee in the above cause,having resigned the trust in this cause, in his petition, filed February 28th., 1923, and the papers in this cause having been duly referred to the Auditor of this Court and the auditor having made and returned to this Court his report and account of the trust estate and said audit having been after order nisi thereon finally ratified and confirmed by this Court by its order of even date herewith, and no cause having been shown why said Trustee, Thomas J. Keating, should not be relieved of said trust and be therefrom duly released. It is thereupon this 30th day of April, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County in Equity, adjudged, ordered and decreed that said Thomas J. Keating, be and he is hereby relieved and discharged from the further execution of the trust reposed in him in this cause: And it is hereby further adjudged, ordered and decreed that Richard T. Earle of Queen Anne's County, Maryland, be and he is hereby appointed trustee in this cause in the place and stead of the said Thomas J. Keating, with full authority conferred upon him to manage and conduct said trust estate as though the said Richard T. Earle has been the original trustee in this cause: provided, however, that before the said Richard T. Earle shall proceed to act as trustee in this cause he shall first file in this cause bond as trustee conditional for the faithfuly execution of the trust, with surity to be approved by the Clerk of this Court, in the penal sum of eight thousand dollars, if a corporate bond be given and double that amount if a personal bond be given.

And it is further ordered that, upon the filing of the aforesaid bond by the said Richard T. Earle, that the said Thomas J. Keating shall surrender and deliver up to the said Richard T. Earle any and all cash and securities belonging to said trust estate as shown by said auditors report and account and at the time of said surrender and delivery the said Richard T. Earle is hereby fully authorized, empowered and directed to execute and deliver unto the said Thomas J. Keating a full and complete rlease for said cash and securities and from the further execution of this trust estate.

LEWIN W. WICKES.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from the original Order of Court filed in this office April 30th, 1923.

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

Seal's Place

B. HACKETT TURNER Clerk.

ORDER OF COURT
Filed Oct. 31st, 1931.

THOMAS J. KEATING JR. ASSIGNEE VS. MICHAEL LEW, MORTGAGOR	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY #2868.

ORDERED by the Circuit Court for Queen Annes County in Equity, this 27th day of October in the year nineteen hundred and thirty-one that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Assignee, be finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order nisi: and the Assignee is allowed the usual commissions and such proper expenses not personal as he shall produce vouchers for to the auditor.

Filed Oct. 31st, 1931. LEWIN W. WICKES.

PETITION FOR SUBSTITUTION
OF PURCHASER.
Filed Dec. 7th, 1931.

THOMAS J. KEATING JR. ASSIGNEE VS MICHAEL LEW, Mortgagor	)	In The Circuit Court for Queen Annes County, In Equity.

To the Honorable, The Judges of said Court:

The Petition of W. Dorsey Foster and Mae L. Foster respectfully shows unto your Honors:

1. That as will appear by the Assignee's Report of sale heretofore filed in this cause the said W. Dorsey Foster is named as the purchaser of the real estate sold herein.

2. That the said Mae L. Foster is the wife of said W. Dorsey Foster and it wsa intended that said Mae L. Foster was to become the purchaser of said real estate and she actually paid the initial payment of Fifty Dollars on account of the purchase price of said property.

3. That said Mae L. Foster is now ready to complete payment for said real estate but before doing so it is the desire of said Mae L. Foster and also W. Dorsey Foster that sais Mae L. Foster shall be substituted as purchaser in the place and stead of said W. Dorsey Foster, and that said real estate shall

H3580

be conveyed by the Assignee unto the said Mae L. Foster.

WHEREFORE your petitioners pray your Honors to pass an order substituting the said Mae L. Foster as purchaser of the real estate sold in this cause in the place and stead of W. Dorsey Foster, and your Petitioners attach hereto a consent to such order signed by Thomas J. Keating Jr. Assignee, Vendor.

Respectfully submitted,

W. DORSEY FOSTER

MAE L. FOSTER
PETITIONERS.

Filed Dec. 7th, 1931.

I, Thomas J. Keating Jr. Assignee and Vendor in the above entitled cause have read the Petition of W. Dorsey Foster and Mae L. Foster for the substitution of said Mae L. Foster as purchaser in the place and stead of said W. Dorsey Foster, and I do consent to the passing of the Order prayed for in said petition.

THOS. J. KEATING JR.
ASSIGNEE AND VENDOR.

ORDER OF COURT
Filed Dec. 10th, 1931.

Upon the aforegoing petition of W. Dorsey Foster and Mae L. Foster and the consent of Thomas J. Keating Jr. Assignee, it is, by the Circuit Court for Queen Annes County, in Equity, this ninth day of December nineteen hundred and thirty-one ORDERED that Mae L. Foster of Queen Annes County, Maryland, be and she is hereby substituted as purchaser of the real estate sold in this cause in the place and stead of W. Dorsey Foster.

WM. H. ADKINS.

Filed Dec. 10th, 1931.

REPORT AND ACCOUNT OF AUDITOR
Filed Jan. 13th, 1932.

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

Thomas J. Keating, junior, assignee, ⸸
vs. ⸸ Cause No. 2868.
Michael Lew .....mortgagor. ⸸

To the Honorable, the Judges of the said Court.

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

That he has stated the within account by first charging unto Thomas J. Keating, junior, the gross amount of the sale made by him in these proceedings and then by allowing thereout as follows:

Unto the said Thomas J. Keating, junior, the cost of his bond filed herein, the charges of the auctioneer for crying the sale, the cost of advertising notice of sale, the court cost of the cause, the cost of advertising the order nisi on sale, for all of which allowances he produced proper vouchers, his commissions for making the sale and the cost of advertising the order nisi to be passed as to this account.

Unto the auditor his fee for stating this account.

Unto Thomas J. Keating, junior, as assignee of the mortgage of the cause, the balance remaining after these allowances, which balance is not sufficient to pay his mortgage claim in full.

Which is respectfully submitted.

MADISON BROWN, auditor.

January 12, 1932.

Cause No. 2868.

The proceeds of the sale of the mortgaged real estate of Michael Lew, mortgagor, in account with Thomas J. Keating, assignee of mortgage and as such vendor making sale of the mortgage real estate.

1931 June 2	CR. By gross amount of the sale of the mortgaged land, per report of sale filed, to wit: the sum of		$100.00
	DR.		
"	To Thomas J. Keating, junior, vendor, for his commissions for making sale per terms of mortgage, to wit: the sum of	$ 7.00	
	To do.- for costs of his bond filed herein paid corporate surety thereon, per receipt for same exhibited, to wit:	5.00	
	To do.- for cost of advertising notice of sale in Queenstown News per receipted account for same exhibited ----------	12.50	
	To do.- for amount paid J. E. Anthony for crying sale made, per receipted account for same exhibited, to wit:	5.00	
	To do.- for court cost of this cause per clerk's statement: Cost of B. H. Turner, clerk, paid per statement, $18.75 Appear. fee of T. J. Keating, Junior, paid per do. 10.00	28.75	
	To do.- for costs of advertising in Centreville Record order nisi on sale per receipted account exhibited	5.00	
	To do.-for the cost of advertising the order nisi to be passed as to this report and account, the sum of	3.00	
	To Madison Brown, auditor, for stating this account:	4.50	
	To Thomas J. Keating, Junior, assignee of mortgage, this balance on account of his mortgage claim, to wit:	29.25	
		$100.00	$100.00

STATEMENT OF MORTGAGE DEBT

1931 June 2	Michale Lew to Thomas J. Keating, junior,		Dr.
	To amount of mortgage debt due this date on the mortgage mentioned in this cause, per statement of mortgage debt filed, to wit:		$174.00
Cr.	By net sales applicable thereto brought down to wit: sum of		29.25
Dr.	To balance bearing interest from June 2, 1931, to wit: sum of		144.75

January 12, 1932.

MADISON BROWN, auditor.

Filed Jany. 15th, 1932.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Junior, Assignee	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY
Michael Lew, Mortgagor	)	CASE No. 2868.

H3580

ORDERED, This 13th. day of January in the year nineteen hundred and thirty two that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the sixth day of February 1932; provided a copy of this order be published once a week, in each of two successive weeks before the 30th day of January, 1932 in some newspaper printed and published in Queen Anne's County.

Filed Jany. 13th. 1932. B. HACKETT TURNER Clerk.

FINAL ORDER OF COURT
Filed Mar. 16th, 1932.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 14th day of March, 1932, that the aforegoing Report and Account filed in these proceedings by Madison Brown, Auditor, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order nisi; and the Assignee is directed to apply the proceeds of sale accordingly with a due proportion of interest, as the same has been or may be received.

Wm. H. Adkins.

Filed March 16th, 1932.

H38580

M3580

Cause No. 2881.

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

WILLIAM R. HORNEY, Assignee of Mortgage,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
CHARLES DRAPER and MABEL DRAPER, his wife, Mortgagors.	)	Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in the papers of said cause a certified copy of the mortgage from Charles Draper and Mabel Draper, his wife, to William R. Wilson, dated February 10th, 1911, and of the assignment of said mortgage from the said William R. Wilson to William R. Horney, dated November 3rd, 1931, said mortgage and assignment being recorded in Liber S. S. No. 9, folios 440, etc., a land record book for Queen Anne's County, State of Maryland.

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

And as in duty bound, etc.,

WILLIAM R. HORNEY
Assignee of Mortgage.

Filed Nov. 4th, 1931.

CERTIFIED COPY OF MORTGAGE
Filed Nov. 4th, 1931.

#1604. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the twenty first day of February in the year nineteen hundred and eleven, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this tenth day of February, in the year nineteen hundred and eleven, by Charles Draper and Mabel Draper, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said Charles Draper is justly indebted unto William R. Wilson, of Queen Anne's County aforesaid, for money this day loaned to him in the full sum of Eighteen Hundred Dollars ($1800.00), which said sum of Eighteen Hundred Dollars is to be repaid unto the said William R. Wilson at the expiration of three years from the date of this Mortgage, with interest thereon in the mean time payable semi annually from the date of this Mortgage, the aforesaid sum, to the extent of Seventeen Hundred and Twenty Five Dollars thereof, being loaned and advanced to the said Charles Draper by the said William R. Wilson for the purpose of enabling the said Charles Draper to pay the purchase money for the undivided one-half interest of Laura V. Schroeder in and to the hereinafter described property sold to the said Charles Draper by the said Laura V. Schroeder and William E. Schroeder, her husband, and conveyed to the said Charles Draper by the said Laura V. Schroeder and William E. Schroeder, her husband, by their deed bearing even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this Mortgage, to the payment of which said purchase money the aforesaid sum so loaned to the said Charles Draper by the said William R. Wilson as aforesaid, to the extent of Seventeen Hundred and Twenty Five Dollars as aforesaid, has been applied by the said Charles Draper; and whereas the said loan was made upon the express precedent agreement that the said principal sum of Eighteen Hundred Dollars and the interest to accrue thereon as aforesaid and

the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by these presents;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of one dollar, the said Charles Draper and Mabel Draper, his wife, do hereby grant and convey unto the said William R. Wilson, his heirs and assigns, in fee simple, all that tract or those tracts or parcels of land or farm called or known as "Sandy Hill" or "Sandy Hill Addition", or by whatsoever name or names the same may be called or known, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the left hand side of the public road leading from Ingleside to Greensboro, adjoining the lands of Carroll Elliott, Rosa Palmatory (formerly the land of Charles H. Jarrell), and others containing one hundred and thirty acres of land, more or less, being the same land described in the deed from George M. Russum, Assignee, to Oliver Draper bearing date the eighteenth day of January, eighteen hundred and ninety nine, and recorded in Liber W. H. C. No. 9, folios 247, &c., a land record book for Queen Anne's County aforesaid, to which deed reference is hereby made for a more perfect and complete description of the said land hereby granted and conveyed, and being the same land of which the said Oliver Draper, who departed this life, intestate, sometime in the month of November, in the year nineteen hundred and ten, died seized and possessed, and which descended to the said Charles Draper and the said Laura V. Schroeder, nee Draper, as the only children and heirs at law of the said Oliver Draper, the undivided one-half interest of the said Laura V. Schroeder in and to the said land having been granted and conveyed to the said Charles Draper by the deed of the said Laura V. Schroeder and William E. Schroeder, her husband, to the said Charles Draper, bearing even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding these presents.

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

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

PROVIDED, that if the said Charles Draper, his heirs, executors, administrators or assigns, shall well and truly pay to the said William R. Wilson, his executors, administrators or assigns, the aforesaid sum of Eighteen Hundred Dollars ($1800.00) and all interest to accrue thereon, when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Charles Draper, his heirs and assigns, shall possess said property.

AND the said Charles Draper, 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 William R. Wilson, 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 William R. Wilson, his executors, administrators or assigns, or J. FRANK HARPER, of Queen Anne's County aforesaid, his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to the said Charles Draper, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under

the power of sale above granted, the said William R. Wilson, his executors, administrators, or assigns, or J. FRANK HARPER, his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Charles Draper, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hands and seals of the said Mortgagors:-

TEST:- CHARLES DRAPER (SEAL)

W. D. TROY MABLE DRAPER (SEAL)

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

I hereby certify that on this twenty first day of February, in the year nineteen hundred and eleven, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Charles Draper and Mabel Draper, his wife, and each acknowledged the aforegoing Mortgage to be their respective act.

W. D. TROY
Justice of the Peace.

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

I hereby certify that on this twenty first day of February, in the year nineteen hundred and eleven, 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 R. Wilson, the within named mortgagee, and made oath in due form of law that the consideration stated in the aforegoing Mortgage is true and bona fide as therein set forth.

W. D. TROY
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the fourth day of November, in the year nineteen hundred and thirty one, the following Assignment was brought to be recorded, to wit:

FOR VALUE RECEIVED, I, William R. Wilson, do hereby transfer and assign the within and aforegoing mortgage unto William R. Horney for the purpose of collection by foreclosure or otherwise.

WITNESS my hand and seal, this 3rd day of November, 1931:

TEST: WM. R. WILSON (SEAL)
Hilda T. Seward.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber S. S. No. 9, folios 440, 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 fourth day of November, in the year nineteen hundred and thirty one.

Seal's Place. B. HACKETT TURNER Clerk.

CERTIFIED COPY OF BOND
Filed Nov. 30th, 1931.

Queen Anne's County, to wit:- Be it remembered that on the thirtieth day of November, in the year 1931, 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 Two thousand dollars ($2,000.00) 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 thirtieth day of November, in the year nineteen hundred and thirty one.

WHEREAS, a certain mortgage from Charles Draper and Mabel Draper, his wife, to William R. Wilson, bearing date the 10th. day of February, 1911, and recorded in Liber S. S. No. 9, folios 440 etc. a land record book for Queen Anne's County aforesaid, has been by the said William R. Wilson, duly assigned to the said William R. Horney, by assignment bearing date the 3rd. day of November, 1931, and recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden William R. Horney, the assignee of said mortgage as aforesaid, is about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage;

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

William R. Horney. (SEAL)
United States Fidelity and
Guaranty Company.

Signed, sealed and
delivered in the
presence of:
Hilda T. Seward.

By William R. Horney.
Its attorney in fact.

Seal's
Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Nov. 30th. 1931.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 171. 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 30th. day of November, 1931.

Seal's
Place.

B. HACKETT TURNER Clerk.

REPORT OF SALE
Filed December 2nd, 1931.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. CHARLES DRAPER and MABEL DRAPER, his wife, Mortgagors.	‡ ‡ ‡ ‡ ‡ ‡ ‡ ‡ ‡	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2881.

H 3850

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 Charles Draper and Mabel Draper, his wife, to William R. Wilson, bearing date the 10th day of February, 1911, and recorded in Liber S. S. No. 9, folios 440, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned by the said William R. Wilson to the said William R. Horney, by assignment bearing date the 3rd day of November, 1931, and recorded at the foot of said mortgage. A copy of said mortgage and of the assignment thereof, duly certified, is filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said William R. Horney, Assignee of Mortgage, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which sould be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was by the said Clerk duly approved, prior to the sale hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Record, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said 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 1st day of December, 1931, 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, ALL that tract or those tracts or parcels of land or farm called or known as "Sandy Hill" or "Sandy Hill Addition", or by whatsoever name or names the same may be called or known, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the left hand side of the public road leading from Ingleside to Greensboro, adjoining the lands of (or formerly of) Carroll Elliott, Rosa Palmatory and others, and containing one hundred and thirty (130) acres of land, more or less, and sold the same to William R. Wilson, of Queen Anne's County aforesaid, at and for the sum of TWENTY ONE HUNDRED ($2,100.00), he being then and there the highest bidder therefor at said sum. NOTE: Since the execution of said mortgage the state road has been cut through this farm and the dwelling is now located on the right hand side of said road. A certificate of the advertisement of sale in The Centreville Record, a newspaper printed and published as aforesaid in Queen Anne's County aforesaid, 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 Assignee that the purchaser would be given possession upon the ratification of the sale by the Court; that the taxes for the year 1931 would be paid by the Assignee; that the fire 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.

5. That the said William R. Wilson 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 2nd day of December, in the year nineteen hundred and thirty one, before me, the subscriber, the Clerk of the circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing REPORT OF SALE are true to the best of his knowledge and belief, and that the sale reported was fairly made.

B. HACKETT TURNER
Clerk.

Filed December 2nd, 1931.

ASSIGNEE'S SALE

OF

VALUABLE FARM

Near Ingleside

Default having occurred in the terms of the mortgage from Charles Draper and Mabel Draper, his wife, to William R. Wilson dated February 10th, 1911, and recorded in Liber S. S. No. 9, folios 440, etc., a land record book for Queen Anne's County, Md., the undersigned, assignee, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville Queen Anne's county, Md., on TUESDAY, DEC. 1st, 1931 beginning at the hour of 1:30 o'clock, P. M., the following described real estate, to wit:

ALL THAT TRACT or those tracts or parcels of land or farm called or known as "Sandy Hill" or "Sandy Hill Addition", or by whatsoever name or names the same may be called or known, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the left hand side of the public road leading from Ingleside to Greensboro, adjoining the lands of Carroll Elliott, Rosa Palmatory and others, and containing 130 ACRES OF LAND, more or less.

The improvements consist of a DWELLING and all other necessary outbuildings, including a silo.

NOTE: Since the execution of said mortgage the state road has been cut through this farm and the dwelling is now located on the right hand side of said road.

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

WILLIAM R. HORNEY
Assignee of Mortgage

HARPER and HORNEY, Attorneys,
J. ELMER ANTHONY, Auctioneer,

NOTICE: The purchaser of this property may secure a liberal loan on same by application to the attorneys conducting the sale.

THE CENTREVILLE RECORD

Centreville, Md. Dec. 2nd, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of "Wm. R. Horney, Assignee of Mortgage, vs. Charles Draper & Mabel Draper, his wife, Mortgagors" a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 1st. day of December in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed December 2nd, 1931.

By L. Hopkins

"Exhibit A"

N I S I

William R. Horney, Assignee of Mortgage,	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Charles Draper and Mabel Draper, his wife, Mortgagors.	)	IN EQUITY.
	)	CHANCERY NO. 2881.

M3850

ORDERED, This 2nd day of December A. D., 1931, 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 4th 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 4th day of January next.

The Report states the amount of sales to be $2,100.00.

B. HACKETT TURNER Clerk.

Filed Dec. 2nd, 1931.

STATEMENT OF MORTGAGE AND
ORIGINAL MORTGAGE
Filed January 20th, 1932.

WILLIAM R. HORNEY, ASSIGNEE of Mortgage, vs. CHARLES DRAPER and MABEL DRAPER, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2881.

STATEMENT OF MORTGAGE DEBT

Statement of principal mortgage debt and interest owing as of the day of sale, under the mortgage from Charles Draper and Mabel Draper, his wife, to William R. Wilson, bearing date the 10th day of February, 1911, and recorded in Liber S. S. No. 9, folios 440, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned by the said William R. Wilson to the said William R. Horney, by assignment bearing date the 3rd day of November, 1931, and recorded at the foot of said mortgage:

Amount of principal mortgage debt as evidenced by the said mortgage attached hereto, to wit: ---------- $ 1800.00

Amount of interest on same from the 10th day of February, 1931, to the 1st day of December, 1931, (the date of the sale of the real estate made and reported in this cause), to wit: ---------- 87.30

Total amount of principal mortgage debt and interest owing as of the said 1st day of December, 1931, to wit: ---------- $ 1887.30

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

I HEREBY CERTIFY that on this 20th day of January, in the year nineteen hundred and thirty two, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County in Equity, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the aforegoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

B. HACKETT TURNER
Clerk.

Filed January 20th, 1932.

THIS MORTGAGE, Made this tenth day of February, in the year nineteen hundred and eleven, by Charles Draper and Mabel Draper, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said Charles Draper is justly indebted unto William R. Wilson, of Queen Anne's County aforesaid, for money this day loaned to him in the full sum of Eighteen Hundred Dollars ($1800.00), which said sum of Eighteen Hundred Dollars is to be repaid unto the said William R. Wilson at the expiration of three years from the date of this Mortgage, with interest thereon in the mean time payable semi annually from the date of this Mortgage, the aforesaid sum, to the extent of Seventeen Hundred and Twenty Five Dollars thereof, being loaned and advanced to the said Charles Draper by the said William R. Wilson for the purpose

of enabling the said Charles Draper to pay the purchase money for the undivided one-half interest of Laura V. Schroeder in and to the hereinafter described property sold to the said Charles Draper by the said Laura V. Schroeder and William E. Schroeder, her husband, and conveyed to the said Charles Draper by the said Laura V. Schoeder and William E. Schroeder, her husband, by their deed bearing even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this Mortgage, to the payment of which said purchase money the aforesaid sum so loaned to the said Charles Draper by the said William R. Wilson as aforesaid, to the extent of Seventeen Hundred and Twenty Five Dollars as aforesaid, has been applied by the said Charles Draper; and whereas the said loan was made upon the express precedent agreement that the said principal sum of Eighteen Hundred Dollars and the interest to accrue thereon as aforesaid and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by these presents;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of one dollar, the said Charles Draper and Mabel Draper, his wife, do hereby grant and convey unto the said William R. Wilson, his heirs and assigns, in fee simple, all that tract or those tracts or parcels of land or farm called or known as "Sandy Hill" or "Sandy Hill Addition", or by whatsoever name or names the same may be called or known, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the left hand side of the public road leading from Ingleside to Greensboro, adjoining the lands of Carroll Elliott, Rosa Palmatory (formerly the land of Charles H. Jarrell), and others, containing one hundred and thirty acres of land, more or less, being the same land described in the deed from George M. Russum, Assignee, to Oliver Draper bearing date the eighteenth day of January, eighteen hundred and ninety nine, and recorded in Liber W. H. C. No. 9, folios 247, &c., a land record book for Queen Anne's County aforesaid, to which deed reference is hereby made for a more perfect and complete description of the said land hereby granted and conveyed, and being the same land of which the said Oliver Draper, who departed this life, intestate, sometime in the month of November, in the year nineteen hundred and ten, died seized and possessed, and which descended to the said Charles Draper and the said Laura V. Schroeder, nee Draper, as the only children and heirs at law of the said Oliver Draper, the undivided one-half interest of the said Laura V. Schroeder in and to the said land having been granted and conveyed to the said Charles Draper by the deed of the said Laura V. Schroeder and William E. Schroeder, her husband, to the said Charles Draper bearing even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding these presents.

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

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

PROVIDED, that if the said Charles Draper, his heirs, executors, administrators or assigns, shall well and truly pay to the said William R. Wilson, his executors, administrators or assigns, the aforesaid sum of Eighteen Hundred Dollars ($1800.00) and all interest to accrue thereon, when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Charles Draper, his heirs and assigns, shall possess said property.

AND the said Charles Draper, 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 William R. Wilson, 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 William R. Wilson, his executors, administrators or assigns, or J. FRANK HARPER, of Queen Anne's County aforesaid, his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be

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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 Charles Draper, or whoever may be entitled to same.

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

WITNESS the hands and seals of the said mortgagors:-

TEST:- CHARLES DRAPER (SEAL)

W. D. Troy MABEL DRAPER (SEAL)

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

I hereby certify that on this twenty-first day of February, in the year nineteen hundred and eleven, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Charles Draper and Mabel Draper, his wife, and each acknowledged the aforegoing Mortgage to be their respective act.

W. D. TROY

Justice of the Peace.

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

I hereby certify that on this twenty first day of February, in the year nineteen hundred and eleven, 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 R. Wilson, the within named mortgagee, and made oath in due form of law that the consideration stated in the aforegoing Mortgage is true and bona fide as therein set forth.

W. D. TROY

Justice of the Peace.

FOR VALUE RECEIVED, I, William R. Wilson, do hereby transfer and assign the within and aforegoing mortgage unto William R. Horney for the purpose of collection by foreclosure or otherwise.

WITNESS my hand and seal, this 3rd day of November, 1931:

TEST:

WM. R. WILSON (SEAL)

HILDA T. SEWARD

Assignment filed Nov. 4th, 1931, and recorded in Liber S. S. No. 9, folio 443, a Land Record Book for Queen Anne's County.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Feb. 19th, 1932.

NISI

William R. Horney, Assignee of Mortgage,

VS.

Charles Draper and Mabel Draper, his wife, Mortgagors

In the Circuit Court for Queen Anne's County In Equity Chancery No. 2881.

ORDERED, This 2nd day of December A. D., 1931, 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 4th 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 4th day of January next.

The Report states the amount of sales to be $2,100.00.

B. HACKETT TURNER, Clerk.

True Copy-
Test: B. HACKETT TURNER, Clerk
Filed Dec. 2nd, 1931.

THE CENTREVILLE RECORD

Centreville, Md. Feb. 9th, 1932.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi in the case of Wm. R. Horney, Assignee of Mortgage vs. Charles Draper & Mabel Draper, his wife, Mortgagors #2881 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 January in the year 1932

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

Filed February 19th, 1932.

CLERK'S CERTIFICATE

I, B. Hackett Turner, Clerk, do hereby certify that no exceptions have been filed to the sale made and reported in the above entitled cause No. 2881.

Dated - 2/19/32

B. Hackett Turner
Clerk.

FINAL ORDER
Filed Feb. 25th, 1932

WILLIAM R. HORNEY, Assignee of Mortgage, vs. CHARLES DRAPER and MABEL DRAPER, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2881.

FINAL ORDER OF RATIFICATION

ORDERED, this twenty fifth day of February, in the year nineteen hundred and thirty two, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate

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made by William R. Horney, Assignee of Mortgage, and reported in the above entitled proceedings, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been duly given as required by the preceding order nisi heretofore passed in this cause; and the said Assignee of Mortgage 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.

Thomas J. Keating

Filed February 25th, 1932.

CERTIFIED COPY OF ORDER
OF U. S. DISTRICT COURT
AUTHORIZING ASSIGNEE TO
PROCEED WITH RATIFICATION
OF SALE.
Filed February 19th, 1932.

In the matter of	:	IN THE DISTRICT COURT OF THE
CHARLES DRAPER,	:	UNITED STATES FOR THE
Bankrupt.	:	DISTRICT OF MARYLAND.
	:	In Bankruptcy, No. 6551.

UPON THE FOREGOING petition, it is ordered by the District Court of the United States for the District of Maryland this 18th day of February, 1932, that the petitioner William R. Horney, Assignee, etc. be and he is hereby authorized to proceed to have the sale referred to in the foregoing petition finally ratified and confirmed by the Circuit Court for Queen Anne's County.

WILLIAM C. COLEMAN

U. S. District Judge.

UNITED STATES OF AMERICA:
: to-wit:-
DISTRICT OF MARYLAND :

I, ARTHUR L. SPAMER, Clerk of the District Court of the United States for the District of Maryland do hereby certify that the aforegoing is a true copy of an Order of Court which was entered and filed on the 18th day of February, 1932, in the therein entitled matter of Charles Draper, Bankrupt, No. 6556 Bankruptcy Docket "V" in the said District Court.

IN TESTIMONY WHEREOF I hereunto set my hand and affix the seal of said Court this 18th day of February, 1932.

Seal's place.

Arthur L. Spamer
Clerk of said District Court.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed March 8th, 1932.

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

William R. Horney, assignee of mortgage,	(	
vs.	)	Cause 2881.
Charles Draper and Mabel Draper, his wife, mortgagors.	(	

To the Honorable, the Judges of said Court:

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

The proceedings of this cause have been had for the purpose of foreclosing a mortgage on certain real estate given by Charles Draper, the defendant, and transferred to the plaintiff who made the sale of the cause under the power of sale contained in the mortgage.

In the within account the auditor has charged the vendor with the gross amount of the sale made by him per his report of sale filed in the cause and has then thereout allowed as follows:
Unto the said vendor his commissions for making the sale per terms of the mortgage and also the following items for each one of which the vendor exhibited to the auditor a proper voucher:
The cost of his bond filed herein, the court cost of the cause, taxes for year 1931 on the property sold per report of sale, the charges of the auctioneer for crying the sale, the cost of advertising the sale and several orders nisi of the cause.
Unto the auditor his fee for stating the account.
Unto William R. Horney, the assignee of the mortgage, the balance remaining of the gross sales after deducting therefrom the above allowances on account of his mortgage claim, said balance not being sufficient to pay the mortgage claim in full.

The auditor has made a statement of the mortgaged debt showing the application thereto of the net proceeds of this sale and the balance due thereon after the sale and appends the same to the account.

Which is respectively submitted.

March 8, 1932. Madison Brown, auditor.

Filed March 8th, 1932.

Cause 2881.

The proceeds of the sale of the mortgaged real estate of Charles Draper, mortgagor, in account with William R. Horney, assignee of mortgage, vendor making sale of the mortgaged real estate under the mortgage mentioned in this cause.

CR.

1931. Dec. 1	By gross amount of the sale of said real estate per report of sale filed, to wit: sum of	$2100.00

DR.

" "	To William R. Horney, person making the sale of this cause for his commissions for making sale per terms of the mortgage, the sum of	$127.00	
	To do. for the amount paid corporate surety on his bond filed herein for cost of said bond per account for same receipt exhibited, to wit:	10.00	
	To do., for court costs of this cause as follows: Cost of B. H. Turner, clerk paid per receipted account exhibited, the sum of . . . . . $18.75 Appearance fee of Harper& Horney 10.00	28.75	
	To do., for state and county taxes on mortgaged property for year 1931 paid to county treasurer per receipted account for same exhibited, to wit: sum of	70.87	
	To do., for amount paid J. E. Anthony, auctioneer for crying the sale made per his receipt for same exhibited	15.00	
	To do., for the amount paid to the Centreville Record for cost of advertising notice of sale, order nisi on sale and the order nisi to be passed as this report and account, per receipted account exhibited, to wit: sum of	36.50	
		$288.12	
	To Madison Brown, auditor, for stating this account, sum of	9.00	
		$297.12	
	To William R. Horney, assignee of mortgage, on account of his mortgage claim, this balance which is not sufficient to pay his mortgage claim in full, to wit: the sum of	1802.88	
		$2100.00	$2100.00

H3580

March 8, 1932. Madison Brown auditor.

Cause 2881.

STATEMENT OF MORTGAGED DEBT.

CHARLES DRAPER, mortgagor

to

William R. Horney, assignee of mortgage, DR.

1931.
Dec.
1 To amount of the mortgaged debt due under the mortgage of this cause as of this date, per statement filed $1887.30

CR: By net proceeds of the sale of this cause by the within account distributed by said assignee 1802.88

DR: To balance due by the mortgagor to said assignee under the covenant of said mortgage 84.42

Bearing interest from December 1, 1931

March 8, 1932. Madison Brown
Auditor.

Filed March 8th, 1932.

NISI RATIFICATION OF AUDIT.

William R. Horney, assignee of mortgage VS. Charles Draper and Mabel Draper, his wife, Mortgagors.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE NO. 2881Chy.

ORDERED, This 8th day of March in the year nineteen hundred and thirty-two that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of April 1932; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of March 1932 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk.

Filed March 8th, 1932.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed April 2, 1932.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of mortgage

VS

Charles Draper
Mabel Draper

In The Circuit Court For Queen Anne's County In Equity Case No. 2881 Chy.

ORDERED, This 8th day of March in the year nineteen hundred and thirty two that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of April 1932; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of March 1932 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk

True Copy-
Test: B. HACKETT TURNER, Clerk
Filed March 8th 1932.

THE CENTREVILLE RECORD

Centreville, Md. April 2n 1932

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Wm. R. Horney, Assignee of Mortgage vs. Charles Draper and Mabel Draper, Case #2881 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 25th day of March in the year 1932.

THE CENTREVILLE RECORD PUBLISHING CO.

BY L. Hopkins.

CERTIFICATE OF CLERK
Filed April 8, 1932.

CERTIFICATE OF CLERK

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do hereby certify that no exceptions have been filed to the within and aforegoing Audit.

Date:- April 2nd, 1932.

B. HACKETT TURNER
Clerk.

ORDER OF COURT
Filed Apr. 8, 1932.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. CHARLES DRAPER and MABLE DRAPER, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No.

FINAL ORDER RATIFYING AUDIT

ORDERED, this eighth day of April, in the year nineteen hundred and thirty two, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause, and the 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.

THOMAS J. KEATING.

Filed Apr. 8th, 1932.

M38580

533

H3580

Cause No. 2887 Chy.

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

H. B. W. Mitchell, Assignee of Mortgage. vs. Thomas W. Horney and Lillian B. Horney, his wife, Mortgagors.	⁞	In the Circuit Court for Queen Anne's County, in Equity.

B. Hackett Turner, Clerk:

You will docket suit as per the above titling, file certified copy of Mortgage from Thomas W. Horney and Lillian B. Horney, his wife, to The Queenstown Bank of Maryland, dated the 24th. day of October, 1924, and recorded in Liber B. H. T. No. 2 fol. 428, a land record book for Queen Anne's County, and the assignments thereof.

H. B. W. MITCHELL

Attorney.

CERTIFIED COPY OF MORTGAGE
Filed Nov. 28th, 1931.

::

#10,924. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the twenty fourth day of October, in the year nineteen hundred and twenty four, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 24th. day of October, in the year nineteen hundred and twenty four, by Thomas W. Horney and Lillian B. Horney, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Thomas W. Horney and Lillian B. Horney are justly indebted unto The Queenstown Bank of Maryland, a body corporate, in the full and just sum of three thousand dollars, ($3,000.00) for money this day loaned and advanced by said body corporate unto said Thomas W. and Lillian B. Horney, for which said sum the said Thomas W. Horney and Lillian B. Horney have drawn and passed unto the said body corporate, their promissory note of even date herewith and payable to the order of the said The Queenstown Bank of Maryland, six months after date, and there was an express condition precedent to said loan that the said note and all renewals thereof, whether in whole or in part were to be secured and the prompt payment of the same assured by the execution of these presents, and that said note is only to be renewed at the option of said body corporate.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the aforesaid sum of three thousand dollars ($3000), the said Thomas W. Horney and Lillian B. Horney, his wife, do hereby grant and convey unto the said The Queenstown Bank of Maryland, its successors and assigns, in fee simple, the following real estate, to wit: All that farm, tract or part of a tract of land known as "Sayer's Forest", "The Jonathan Bryan Home Farm" or by whatsoever other name or names the same may be called or known, whereon Jonathan A. Bryan, late of said County, deceased, resided at the time of his death, and whereon said Thomas W. Horney and Lillian B. Horney now reside, situate, lying and being in The Fifth Election District of said County, on both sides of the public road leading from Perry's Corner to Grasonville, being near Graysonville and on Eastern Bay, adjoining the farm formerly owned by H. Rufus Bryan, known as the "H. Rufus Bryan Farm", now owned by the devisees of William J. Price, deceased, containing one hundred and sixty one acres and three roods of land, more or less, being the same and all the land conveyed to the said Thomas W. Horney by deed dated the eleventh day of July, nineteen hundred and ten, from J. Frank Harper, Madison Brown and Henry B. W. Mitchell, Assignees and Vendors, and recorded in liber S. S. No. 8 folio 222, a land record book for Queen Anne's County, to which said deed and the references therein contained special reference is hereby 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 Thomas W. Horney and Lillian B. Horney, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said The Queenstown Bank of Maryland, a body corporate, its successors or assigns, the aforesaid sum of three thousand dollars ($3000) at the expiration of six months from this date as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Thomas W. Horney and Lillian B. Horney, their heirs and assigns, shall possess said property.

AND the said Thomas W. Horney and Lillian B. Horney, for themselves their and each of their hers, 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 levid or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to 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 The Queenstown Bank of Maryland, its successors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of the debt and interest intended to be secured by this mortgage, and to deliver, upon demand, to the mortgagee its successors or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said The Queenstown Bank of Maryland, its successors, or assigns, or H. B, W. Mitchell, its and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as 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 Thomas W. Horney 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 The Queenstown Bank of Maryland, its successors or assigns, or H. B. W. MITCHELL, its and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Annes County, in Equity, and which said costs, expenses and commissions the said Thomas W. Horney and Lillian B. Horney, for themselves, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness our hands and seals.

THOMAS W. HORNEY (SEAL)

WITNESS: LILLIAN B. HORNEY (SEAL)

W. I. TUTTLE

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

I hereby certify that on this 24th day of October, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas W. Horney and Lillian B. Horney, his wife, and acknowledged the within and aforegoing mortgage to be their respective act and deed and at the same time also personally appeared before me Eugene L. Dudley-President of the Queenstown Bank of Maryland, said body corporate, and made oath that the consideration stated in the within and aforegoing mortgage were true and bona fide as therein set forth.

M3580

Notary
Public
Seal.

WASHINGTON IRVING TUTTLE
NOTARY PUBLIC.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 18th. day of April, in the year 1931, the following Assignment was brought to be recorded, to wit:

For value received, the within and aforegoing mortgage is hereby transferred and assigned but without recourse or guarantee unto Mollie G. Busteed for the full amount of three thousand dollars with interest from April 24th, 1931.

In testimony whereof, The Queenstown Bank of Maryland, a body corporate, has caused these presents to be signed by its Vice president and its corporate seal to be hereto affixed and attested by its cashier, this 17th day of April, nineteen hundred and thirty one.

THE QUEENSTOWN BANK OF MARYLAND,

by

JAMES F. BOYLES
Vice-President.

Attest:

W. I. Tuttle Cashier

Seal's
Place.

Witness:

W. I. Tuttle.

Queen Anne's County, to wit: Be it remembered that on the twenty eighth day of November, in the year 1931, the following Assignment was brought to be recorded, to wit:-

The within and aforegoing mortgage is hereby transferred and assigned unto H. B. W. Mitchell for the purpose of foreclosure and collection.

Witness my hand and seal this twenty-sixth day of November in the year nineteen hundred and thirty one.

Witness: Mollie G. Busteed (SEAL)

Chas. A. Busteed.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 2, folios 428, etc., a Land Record Book for Queen Anne's County aforesaid.

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

B. HACKETT TURNER

Seal's
Place.

Clerk.

CERTIFIED COPY OF BOND
Filed Dec. 22nd, 1931.

Queen Anne's County, to wit: Be it remembered that on the twenty second day of December, in the year 1931, 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 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 seven thousand dollars, current money, to be paid to the said State or its certain attorney. To which payment well and truly to be made, and done we bind ourselves, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 21st. day of December, in the year nineteen hundred and thirty one.

WHEREAS, the said H. B. W. Mitchell is about to execute the power of sale contained in the mortgage from Thomas W. Horney and Lillian B. Horney, his wife, to the Queenstown Bank of Maryland, a body corporate, dated the 24th. day of October, 1924, and recorded in Liber B. H. T. No. 2, folio 428, a land record book for Queen Anne's County, and duly assigned to the said H. B. W. Mitchell for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF THE ABOVE bounden, the said H. B. W. Mitchell, do and shall abide by and fulfill any order or decree of any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof then this obligation to be void; otherwise to be and remain in full force and virtue in law.

H. B. W. Mitchell (SEAL)
Maryland Casualty Company.
By H. B. W. Mitchell.
Attorney-in-fact.

Signed, sealed and delivered in the presence of:
Paul B. Smith.

Seal's
Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed December 22nd. 1931.
B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, folio 172, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 22nd. day of December, in the year 1931.

B. HACKETT TURNER

Clerk.

Seal's
Place.

REPORT OF SALE
Filed Dec. 23rd, 1931.

H. B. W. Mitchell, Assignee of Mortgage,	)	In the Circuit Court
	)	
vs.	)	for
	)	
Thomas W. Horney and Lillian B. Horney, his wife, Mortgagors.	)	Queen Anne's County,
	)	in Equity. No. 2887.

To the Honorable, the Judges of said Court:

The Report of Sale of H. B. W. Mitchell, Assignee of Mortgage from Thomas W. Horney and Lillian B. Horney, his wife, to The Queenstown Bank of Maryland, a body corporate, dated the 24th. day of October, in the year nineteen hundred and twenty four, and recorded in liber B. H. T. No. 2 fol. 428 etc., a land record book for Queen Anne's County, and by mesne assignments duly assigned to 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 mortgage by the non payment of the principal secured by said mortgage and the interest thereon and the non payment of state, county and school taxes assessed against the land covered by said mortgage, and after having given an approved bond 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 advertise-

H3858

ment in The Centreville Record, a newspaper printed and published in Queen Anne's County, and after having complied with all prequisites as required by law or the terms of said mortgage, the said H. B. W. Mitchell, Assignee as aforesaid, did attend in front of the Court House Door in Centreville, Maryland, Tuesday, December 22nd., nineteen hundred and thirty one, at the hour of 2.30 o'clock p. m., and offered the property described in said mortgage, consisting of all that farm, tract or part of a tract of land known as "Sayer's Forest", "The Jonathan Bryan Home Farm" or by whatsoever other name or names the same may be called or known, situate, lying and being in the Fifth Election District of said County, on both sides of the public road leading from Perry's Corner to Grasonville, being near Grasonville and on Eastern Bay, adjoining the farm formerly owned by H. Rufus Bryan, known as the "H. Rufus Bryan Farm"; containing one hundred and sixty one acres and three roods of land, more or less, being the same and all the land conveyed to the said Thomas W. Horney by deed dated the 11th. day of July, nineteen hundred and ten, from J. Frank Harper, Madison Brown and Henry B. W. Mitchell, Assignees and Vendors, and recorded in Liber S. S. No. 8 fol. 222, a land record book for Queen Anne's County, and sold the same to Herman Thompson, he being then and there the highest bidder therefor, at and for the sum of twenty seven dollars per acre, aggregating for the whole tract of land four thousand, three hundred and sixty seven dollars and twenty five cents ($4,367.25). Your Assignee feels satisfied the purchaser will comply with the terms of sale satisfactorily.

In addition to the advertised terms of sale, it was announced at the time of the sale immediately after the advertisement had been read, that all taxes assessed against said farm for years previous to the year nineteen hundred and thirty two would be paid out of the purchase money.

Respectfully submitted.

H. B. W. MITCHELL
Assignee of Mortgage.

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

I hereby certify that on this 22nd day of December, nineteen hundred and thirty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the within and aforegoing Report of sale were 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 December 23rd, 1931.

N I S I

H. B. W. Mitchell, Assignee of Mortgage,	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Thomas W. Horney and Lillian B. Horney, his wife, Mortgagors.	)	IN EQUITY
	)	CHANCERY NO. 2887.

ORDERED, This 24th day of December A. D. 1931, 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 3rd 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 3rd day of February next.

The Report states the amount of sales to be $4,366.25.

Filed Dec. 24th, 1931. B. HACKETT TURNER Clerk.

CERTIFICATE OF PUBLICATION OF SALE
Filed Dec. 23rd, 1931.

PUBLIC SALE

OF

WATER FRONT PROPERTY

UNDER MORTGAGE

Under and by virtue of the power of sale contained in the mortgage from Thomas W. Horney and Lillian B. Horney, his wife, to The Queenstown Bank of Maryland, a body corporate, dated the 24th day of October, 1924, and recorded in Liber B. H. T. No. 2 folio 428, a land record book for Queen Anne's County, and by mesne assignments duly assigned to me for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage, the assignee as aforesaid, will sell at public auction in front of the Court House Door in Centreville, Maryland, TUESDAY, Dec. 22, 1931 Beginning at the hour of 2:30 o'clock P. M.

ALL THAT FARM and tract of land known as Sayer's Forest", "The Jonathan Bryan Home Farm," or by whatsoever other name or names the same may be called or known, whereon Thomas W. Horney resides at the time of his death, situate, lying and being in the Fifth Election District of said County, on both sides of the public road leading from Perry's Corner to Grasonville, being near Grasonville and on Eastern Bay, adjoining the farm formerly owned by H. Rufus Bryan, known as the "H. Rufus Bryan Farm," and now owned by the devises of William J. Price, deceased, containing 161 Acres and three rods of land, more or less. The improvements consisting of DWELLING HOUSE in good condition and out-buildings. This land is situated on Eastern Bay and is an attractive water-front property.

TERMS OF SALE: One-half of the purchase money to be paid on the day of sale and the balance in six months from day of sale, together with interest from day of sale.

Other particulars will be made known on day of sale.

H. B. W. MITCHELL,
Assignee of Mortgage.

THE CENTREVILLE RECORD

Centreville, Md., Dec. 23 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Public Sale under Mortgage from Thomas W. Horney & Lillian B. Horney to The Queenstown Bank of Md. a body corporate, assigned to H. B. W. Mitchell for collection, default having occured a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 22 day of Dec. in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By Wm. P. Brown.

PETITION FOR DISTRIBUTION
OF SURPLUS PROCEEDS OF SALE &c.
Filed Feb. 2nd, 1932.

H. B. W. Mitchell, Assignee of Mortgage, vs. Thomas W. Horney and Lillian B. Horney, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity. No. 2887.

To the Honorable, the Judges of said Court:

The petition of Frank S. Dudley, Executor of the last will and testament of Eugene L. Dudley, late of Queen Anne's County, deceased, who filed this petition for himself as well as for all other creditors of said Thomas W. Horney and Lillian B. Horney, late of Queen Anne's County, deceased, who will come in and contribute to the expenses of these proceedings, respectfully sets forth:

1. That the said Thomas W. Horney and Lillian B. Horney, his wife, mentioned in the proceedings heretofore had in this cause, late of Queen Anne's County aforesaid, deceased, were in their lifetime jointly and severally indebt-

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ed unto said Frank S. Dudley, executor as aforesaid, in the full and just sum of four hundred and seventy four dollars and nine cents ($474.09), with interest from January 20th. 1926, by their mortgage of said date to him and recorded in liber B. H. T. No. 5 fol. 341, a land record book for Queen Anne's County, made to secure the sum mentioned with interest as aforesaid, which is next in priority of lien on said real estate to the mortgage under which the real estate mentioned herein was sold.

2. That being so indebted as aforesaid unto said Frank S. Dudley, executor as aforesaid, and being also indebted unto divers other persons in large sums of money, the said Thomas W. Horney departed this life on or about the 13th. day of January, 1929, testate, seized and possessed of the real estate mentioned in the proceedings heretofore had in this cause but subject to the mortgage under which said real estate was sold in these proceedings and to the mortgage to Frank S. Dudley, executor as aforesaid;said Thomas W. Horney, deceased, by his last will and testate, (acertified copy thereof being filed herewith as a part hereof and marked "Exhibit A",) devised and bequeathed all of his property to his wife, Lillian B. Horney, subject to a charge of two hundred dollars in favor of his sister, Mary H. Horney, provided she survived him, but she predeceased him, and constituted his wife, Lillian B. Horney, and Thomas J. Keating, Esq., executors thereof, and the said Lillian B. Horney departedthis life on or about February 26th., 1930, intestate, leaving as her only heir and next of kin a son, Thomas W. Horney, who is an infant under twenty one years of age, and resides with his aunt, Miss Beatrice Bryan, in Queen Anne's County aforesaid.

3. That on or about February 5th., 1929, administration upon the personal estate of said Thomas W. Horney, deceased, was duly granted by the Orphans' Court of said County unto said Lillian B. Horney, who possessed herself of the same but departed this life without having stated and administration account of the personal estate of said Thomas W. Horney, deceased; that on or about July 21st., 1931, letters of administration c. t. a., d. b. n. on the personal estate of said Thomas W. Horney, deceased, were duly granted unto Edwin H. Brown, Jr., Esq., but there has not been any administration account of said personal estate.

4. That on or about April 14th., 1931, administration upon the personal estate of Lillian B. Horney, deceased, was duly granted by the Orphans' Court for Queen Anne's County unto Beatrice Bryan, who has not filed an administration account of said estate nor has there been filed an inventory of the personal estate of said Lillian B. Horney, deceased.

5. That since the death of the said Thomas W. Horney and Lillian B. Horney, his wife, the same real estate as that described in the above mentioned mortgage to Frank S. Dudley, executor, has been sold under the foreclosure proceedings in this cause and the amount of said sale is in excess of the amount required to pay the amount due under the foreclosure mortgage and the costs of said sale and foreclosure proceedings, including commissions, fees etc., as will appear by reference to the report of sale and the statement of mortgage debt filed in this cause but is not sufficient to pay all secured creditors.

6. That the personal estate left by said Thomas W. Horney and Lillian B. Horney, respectively, is insufficient to pay their respective debts and is hardly sufficient to pay their funeral expenses.

7. That your petitioner is advised that because of the insufficiency of the personal estate left by the said Thomas W. Horney for the payment of his debts and also the insufficiency of the personal estate left by said Lillian B. Horney for the payment of her debts, he is entitled to have his mortgage claim paid out of the surplus, after the payment of the foreclosure mortgage debt, interest, fees, commissions and other costs of the foreclosure proceeding, as a secured lien having priority of payment over the unsecured creditors of said Thomas W. Horney and Lillian B. Horney, deceased.

Your petitioner, therefore, prays your Honors to pass an order directing that said surplus proceeds of sale be applied, first, to the payment of his mortgage claim as a secured lien having priority of payment over the unsecured claims of the creditors of Thomas W. Horney and Lillian B. Horney, deceased, and then, should there be any remaining surplus, to the payment of claims of creditors of said Thomas W. Horney and Lillian B. Horney, deceased, in accordance with their preferences and priorities, and your petitioner prays for such other and further relief as his case may require.

May it please your Honors to grant unto your petitioner the writ of subpoena directed to Beatrice Bryan, administratix of Lillian B. Horney, late of Queen Anne's County, deceased, and to Edwin H. Brown, Jr., administrator c. t. a. d. b. n. of Thomas W. Horney, late of Queen Anne's County, deceased, and to Thomas W. Horney, infant under the age of twenty one years, all of whom reside in Queen Anne's County, Maryland, commanding them and each of them to be and appear, either in person or by Solicitor, in this court on or before a certain day to be named therein, to show cause, if any they have, why the order prayed for ought not to pass as prayed.

And as in duty bound,

H. B. W. MITCHELL
Solicitor for petitioner.

Filed February 2nd, 1932.

CERTIFIED COPY OF LAST WILL
AND TESTAMENT OF THOS. W. HORNEY,
DECEASED.
Filed Feb. 4th, 1932.

I, Thomas W. Horney, of Queen Anne's County, State of Maryland, do hereby make, publish and declare this may last will and testament in manner following, that is to say:

Item. 1. I do will and direct the payment of all my just debts (other than the mortgages upon my real estate), first, from my personal estate and, if that is insufficient, then

I do will and direct the sale of the real estate which was my home before I removed to the "Bryan" or "Willow Grove Farm" for the purpose of the payment of my floating indebtedness remaining after the application of my personal estate to the payment of my floating indebtedness; the sale to be made by my executors hereinafter named upon such terms as the Orphans' Court for Queen Anne's County shall direct.

Item 2. All the rest, residue and remainder of my property and estate real, personal and mixed, and wheresoever situate, I do give, devise and bequeath unto my dear wife, Lillian B. Horney, subject, however, to a charge thereon of two hundred dollars ($200.00), which said sum of Two Hundred Dollars ($200.00), I do will and direct shall be paid to my sister, Mary H. Horney, if she shall survive me, within eighteen months after my death, and which said sum of two hundred dollars ($200.00), shall remain as a lien and charge upon the residue of my estate until paid.

Item 3. I do hereby revoke all other wills and codicils heretofore made by me and do hereby constitute and appoint my dear wife, Lillian B. Horney, and my friend, Thomas J. Keating, to be the executors of this my last will and testament.

Witness my hand and seal this 5th. day of September, in the year nineteen hundred and twelve.

Thomas W. Horney (SEAL)

Signed, sealed, published and declared by the above named Testator, Thomas W. Horney, 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.

Wm. L. Holton

John Fletcher Holph

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

On the 29th day of January, A. D., 1929 came Lillian B. Horney, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of Thomas W. Horney, late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to her hand and possession, and that she does not know nor has she heard of any other and that she received the same from Thomas W. Horney on or about 5th day of September, A. D., 1912.

Sworn before

William T. Bishop
Register of Wills of Queen Anne's County, Md.

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

On the fourth day of February, 1929, came J. Fletcher Holph, one of the subscribing witnesses to the aforegoing last Will and Testament of Thomas W. Horney, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was, to the best of his apprehension of sound and disposing mind,memory and understanding; and that he together with William L. Holton subscribed his name as witness to said Will, at his request in his presence and in the presence of each other.

Sworn in open Court,
Test:

William T. Bishop
Register of Wills of Wills of
Queen Anne's County, Md.

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

On this 5th day of February in the year nineteen hundred and twenty nine personally appeared Edwin H. Brown, Jr., and made oath in due form of law that he was well acquainted with Wm. L. Holton who was a witness and who is now dead, having departed this life sometime in the year; that he was well acquainted with his hadnwriting and the signature of the said Wm. L. Holton and that he believes that the signature as appearing on the last Will and Testament of Thomas W. Horney as a witness thereto, is in the handwriting of the said Wm. L. Holton, and is the true and genuine signature of the said Wm.

138580

L. Holton.

Sworn in open Court,
Test ;

William T. Bishop,
Register of Wills for Queen Anne's
County, Maryland.

STATE OF MARYLAND, SCT:
IN THE ORPHANS' COURT
FOR QUEEN ANNE'S COUNTY

The aforegoing Instrument of Writing purporting to be the last Will and Testament of Thomas W. Horney, 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 Fifth day of February, A. D., 1929, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Thomas W. Horney, deceased.

Henry C. Bowen
W. Hopper Gibson
Clayton T. Cann
Judges of the Orphans' Court for Queen Anne's
County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of last Will and Testament of Thos. W. Horney, deceased as filed and passed in this office on February 5-1929 and recorded in Liber W. T. B. No. 3 Folio 179 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 8th day of February 1932

Seal's
Place.

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

CERTIFIED COPY OF MORTGAGE
Filed Feb. 4th, 1932.

::
#11,953. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the 21st. day of June, in the year nineteen hundred and twenty six, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this twentieth day of January, in the year nineteen hundred and twenty six, by Thomas W. Horney and Lillian B. Horney, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, said Thomas W. Horney and Lillian B. Horney, his wife, are jointly and severally indebted unto Frank S. Dudley, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, in the full and just sum of FOUR Hundred and seventy four dollars and nine cents, which said sum of four hundred and seventy four dollars and nine cents is to be repaid at the expiration of one year from this date, and interest is to be paid thereon in the mean time semi-annually at the rate of six per cent, per annum.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the aforesaid sum of Four hundred and seventy four dollars and nine cents, the said Thomas W. Horney and Lillian B. Horney, his wife, do hereby grant and convey unto Frank S. Dudley, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, all that farm, tract or part of a tract of land, known as Sayer's Forest, The Jonothan Bryan Home Farm or by whatsoever other name or names the same may be called or known, whereon Jonathan A. Bryan, late of said County, deceased, resided at the time of his death, and whereon said Thomas W. Horney and Lillian B. Horney now reside, situate, lying and being in The Fifth Election District of said County, on both sides of the public road leading from Perry's Corner to Grasonville, being near Grasonville, and bordering on Eastern Bay, adjoining the farm formerly owned by H. Rufus Bryan known as the H. Rufus Bryan Farm, now owned by the devisees of William J. Price, deceased, containing one hundred and sixty one acres and three roods of land, more or less, and being the same and all the land that was

conveyed to said Thomas W. Horney by deed from J. Frank Harper, Madison Brown and Henry B. W. Mitchell, Assignees and Vendors, by deed dated the eleventh day of July, nineteen hundred and ten, and recorded in liber S. S. No. 8 folio 222, a land record book for Queen Anne's County, to which said deed and the references therein contained, especial reference is hereby made for a more and particular description of said land.

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

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

PROVIDED, that if the said Thomas W. Horney and Lillian B. Horney, his wife, their heirs, executors, administrators or assigns shall well and truly pay to the said Frank S. Dudley, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, his successors, executors, administrators or assigns the aforesaid sum of four hundred and seventy four dollars and nine cents at the expiration one one year from this date, together with interest thereon semi-annually from this date at the rate of six per centum per annum as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Thomas W. Horney, his heirs and assigns shall possess said property.

AND the said Thomas W. Horney and Lillian B. Horney, 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, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, 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 Frank S. Dudley, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, his successors, executors, administrators or assigns, or H. B. W. Mitchell, his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and 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 Thomas W. 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 Frank S. Dudley, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, his executors, administrators, successors or assigns, or H. B. W. Mitchell, his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Thomas W. Horney and Lillian B. Horney, for themselves, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness our hands and seals.

WITNESS:

W. I. TUTTLE

Thomas W. Horney (SEAL)

Lillian B. Horney (SEAL)

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

I hereby certify that on this 20th. day of January, in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas W. Horney and Lillian B. Horney, his wife, and did each acknowledge the within and aforegoing mortgage to be their respective act and deed, and at the same time also and at the same time also personally appeared before me, Frank S. Dudley, executor of Eugene L. Dudley, late of Queen Anne's County, deceased, and made oath that the consideration stated in the within and aforegoing mortgage was true and bona fide as therein set forth.

In testimony whereof I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

Washington Irving Tuttle
NOTARY PUBLIC.

Notary
Public
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 5, folios 341, 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 second day of February, in the year nineteen hundred and thirty two.

Seal's
Place.

B. HACKETT TURNER Clerk.

ORDER OF COURT
Filed Feb. 4th, 1932

ORDERED, this 4th day of February, in the year nineteen hundred and thirty two, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that the Clerk of this court be and he is hereby directed to issue writs of subpoena directed to Beatrice Bryan, administratrix of Lillian B. Horney, late of Queen Anne's County, deceased; Edwin H. Brown, Jr., administrator d. b. n., c. t. a. of Thomas W. Horney, late of said County, deceased, and Thomas W. Horney, infant under the age of twenty one years, all residing in Queen Anne's County aforesaid, commanding them to be and appear in this Court on or before the 29th day of February 1932, to answer the petition of Frank S. Dudley, executor of the last will and testament of Eugene L. Dudley, late of said county, deceased, filed against them in this cause, and to abide by and perform such order or decree as may be passed thereon.

Filed Feb. 4th, 1932. Thomas J. Keating

NOTICE TO CREDITORS
Filed Feb. 4th, 1932.

Notice to Creditors

H. B. W. Mitchell, Assignee of Mortgage,	)	In the Circuit Court
vs.	)	for Queen Anne's County
Thomas W. Horney and Lillian B. Horney, his wife, Mortgagors.	)	in Equity. No. 2887.

ORDERED, this 4th day of February in the year nineteen hundred and thirty two, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that the creditors of Thomas W. Horney and Lillian B. Horney, late of Queen Anne's County, deceased, and all persons who may be entitled to participate in the distribution of the surplus proceeds of the sale remaining after satisfying the mortgage under which the real estate of Thomas W. Horney, deceased, was sold, be, and they are hereby, notified to file their claims with the Clerk of the Circuit Court for Queen Anne's County, on or before the 12th day of April next; provided a copy of this order be published in some weekly newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 26th day of February 1932.

Filed February 4th, 1932. B. HACKETT TURNER, Clerk

STATEMENT OF MORTGAGE DEBT.
Filed Feb. 4th, 1932.

STATEMENT OF MORTGAGE DEBT.

Mortgage from Thomas W. Horney and Lillian B. Horney, his wife, to The Queenstown Bank of Maryland, a body corporate, dated August 24th., 1924, and assigned to Mollie G. Busteed, and by her assigned to H. B. W. Mitchell for the purpose of foreclosure and collection.

Amount of principal mortgage debt - -		$3,000.00
Interest from April 24th., 1931, to December 22nd., 1931, - - - - - - - -		$ 119.00
		$3,119.00
Credit		
By Insurance collected for damage to building by lightning -	$136.60	
Less amount paid for premiums on Fire Insurance on Buildings	44.25	92.35
		$3,026.65

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

I hereby certify that on this 4th. day of February, 1932, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Attorney, and made oath that the within and aforegoing statement of mortgage debt was true and bona fide to the best of his knowledge and belief.

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

Filed Feb. 4th, 1932

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Edwin H. Brown, Jr. administrator d.b.n.c.t.a. of Thomas W. Horney, late of said county, deceased

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 29th. day of February, 1932, to answer the complaint of Frank S. Dudley, executor of the last will against you in said Court exhibited. and testament of Eugene L. Dudley, late of said County, deceased.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of February 1932.
Issued the 4th. day of February in the year 1932.

H. B. W. Mitchell B. HACKETT TURNER Clerk.

M3858O

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 29th. day of February, 1932 being the Return Day.

B. HACKETT TURNER, Clerk

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

Served by reading subpoena to Edwin H. Brown Jr. admr. a.b.n.c.t.a. of Thomas W. Horney, late of Queen Anne's County, dec'd. and by leaving copy of subpoena with him.

J. Elmer Anthony
Sheriff.

Filed March 1st, 1932.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Beatrice Bryan, administratrix of Lillian B. Horney, late of Queen Anne's County, deceased.

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 29th day of February 1932 to answer the complant of Frank S. Dudley, Executor of the last will and testament of Eugene L. Dudley, late of said County, deceased, against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of February 1932.
Issued the 4th day of February in the year 1932.

B. HACKETT TURNER Clerk.

H.B.W. Mitchell
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 29th. day of February, 1932 being the Return Day.

B. Hackett Turner Clerk.

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

Served by reading subpoena to Beatrice Bryan administratrix of Lillian B. Horney deceased, and leaving copy of subpoena with her.

J. Elmer Anthony
Sheriff.

Filed March 1st, 1932.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Thomas W. Horney, Infant.

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 29th. day of February, 1932 to answer the complaint of Frank S. Dudley, executor of the last will and testament of Eugene L. Dudley, late of said County, deceased.

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

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the first Monday of February 1932.
Issued the 4th. day of February, in the year 1932.

B. Hackett Turner Clerk.

H.B.W. Mitchell

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 29th. day of February, 1932 being the Return Day.

B. Hackett Turner Clerk.

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

Served by reading subpoena to Thomas W. Horney infant, and by leaving copy of subpoena with Miss Beatrice Bryan aunt of and with whom Thomas W. Horney, infant, resides in Centreville, Maryland.

J. Elmer Anthony
Sheriff.

Filed March 1st, 1932.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed March 4, 1932.

N I S I

H. B. W. MITCHELL, Assignee of
Mortgage
VS.
THOMAS W. HORNEY and LILLIAN B.
HORNEY, his wife, Mortgagors

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2887.

ORDERED, This 24th day of December A. D., 1931, 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 3rd day of March 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 3rd day of February next.

The Report states the amount of sales of $4,366.25.

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed, December 24th, 1931.

THE CENTREVILLE OBSERVER

Centreville, Md. Mar. 4, 1932

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of H. B. W. Mitchell, Assn. vs. Thomas W. Horney & Lillian B. Horney, Mtgrs. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper pitned 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 31st day of Dec. 1931 , being more than four weeks before the 3d day of March 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

ORDER OF COURT RATIFYING SALE
Filed March 4, 1932.

FINAL ORDER OF RATIFICATION

ORDERED, this fourth day of March 1932, 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 and reported in this cause by H. B. W. Mitchell, Assignee of Mortgage and Vendor, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary thereof having been shown, al-

H3858O

though due notice appears to have been given as required by the preceding order nisi; said Assignee of Mortgage and Vendor is allowed the commissions provided by said mortgage and expenses not person for which he shall produce vouchers for before the Auditor.

Filed March 4th, 1932. Thomas J. Keating.

Claim of Beatrice Bryan
Filed Mar. 31st, 1932.

Centreville, Md. March 30, 1932

Miss Beatrice Bryan,

In account with the estate of Thomas W. Horney and Lillian B. Horney, his wife, both deceased.

To the payment of note to the Queen Anne Bank, 12/17/30	$37.00
To interest on note	1.20
" interest on total of above note and interst, $38.20 to April 1st. 1932	3.05
" cash, check paid to Ira B. Harrison	$64.00
" interest from Sept. 28, 1927 to April 1st. 1932	17.28
" amount of bill of Robt. W. Eddins for burial of Lillian B. Horney, paid Sept. 15, 1931	$212.00

Sworn to before me, this 31st day of March 1932.

E. M. Forman J. P.

Centreville, Md.

Estate of Lillian B. Horney

To The Eddins Furniture Co., Dr.
Robert W. Eddings, Manager

Furniture and Undertaking
Upholstering and Repair Work

Terms Net Prompt settlement required

1931			
Feb.	26	To embalm remains	15.00
		" silver gray 1/2 couch casket, silk lined, exten. bar handles, plate, use of hearse attendance & entering in Chesterfield Cemetery	150.00
		" cash pd. opening grave	7.00
		" " " concrete vault	40.00
			212.00

Sept. 15/1932

Recd. payt. by check
of Miss Beatrice Bryan

Robt. W. Eddins
E.A.

STATEMENT OF MORTGAGE DEBT
Filed April 5, 1932.

Thomas W. Horney and Lillian B. Horney, his wife, Dr.

To Frank S. Dudley, executor of the last will and testament of Eugene L. Dudley, late of Queen Anne's County, deceased,

To amount due and owing to said Frank S. Dudley, executor as aforesaid, from the above named debtors and secured by mortgage dated January 20th. 1926, and recorded in liber B. H. T. No. 5 fol. 341, $474.09

To interest thereon from January 20th., 1926, to December 22nd., 1931, 168.46
$642.55

Attorney's Commissions for collection @ 5 % 32.13
$674.68

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 2nd day of April, 1932, before me, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Frank S. Dudley, executor of the last will and testament of Eugene L. Dudley, late of Queen Anne's County, deceased, and made oath that the aforegoing statement of indebtedness to him as executor as aforesaid from Thomas W.

Horney and Lillian B. Horney, his wife, was just and true and that no part or parcel of the same has been paid nor has any security been given for the same, except by the aforesaid mortgage as stated.

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

JOHN E. CONRAD
NOTARY PUBLIC.

Notary
Public
Seal.

::::::::::::::::::::::::::::::
#11,953. Q U EE N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the 21st day of June, in the year nineteen hundred and twenty six, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this twentieth day of January, in the year nineteen hundred and twenty six, by Thomas W. Horney and Lillian B. Horney, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, said Thomas W. Horney and Lillian B. Horney, his wife, are jointly and severally indebted unto Frank S. Dudley, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, in the full and just sum of Four Hundred and seventy four Dollars and nine cents, which said sum of four hundred and seventy four dollars and nine cents is to be repaid at the expiration of one year from this date, and interest is to be paid thereon in the mean time semi-annually at the rate of six per cent. per annum.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the aforesaid sum of four hundred and seventy four dollars and nine cents, the said Thomas W. Horney and Lillian B. Horney, his wife, do hereby grant and convey unto Frank S. Dudley, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, all that farm, tract or part of a tract of land, known as Sayer's Forest, The Jonothan Bryan Home Farm or by whatsoever other name or names the same may be called or known, whereon Jonathan A. Bryan, late of said County, deceased, resided at the time of his death, and whereon said Thomas W. Horney and Lillian B. Horney now reside, situate, lying and being in The Fifth Election District of said County, on both sides of the public road leading from Perry's Corner to Grasonville, being near Grasonville, and bordering on Eastern Bay, adjoining the farm formerly owned by H. Rufus Bryan known as the H. Rufus Bryan Farm, now owned by the devisees of William J. Price, deceased, containing one hundred and sixty one acres and three roods of land, more or less, and being the same and all the land that was conveyed to said Thomas W. Horney by deed from J. Frank Harper, Madison Brown and Henry B. W. Mitchell, Assignees and Vendors, by deed dated the eleventh day of July, nineteen hundred and ten, and recorded in liber S. S. No. 8 folio 222, a land record book for Queen Anne's County, to which said deed and the references therein contained, especial reference is hereby made for a more and particular description of said land.

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

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

PROVIDED, that if the said Thomas W. Horney and Lillian B. Horney, his wife, their heirs, executors, administrators or assigns shall well and truly pay to the said Frank S. Dudley, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, his successors, executors, administrators or assigns the aforesaid sum of four hundred and seventy four dollars and nine cents at the expiration one one year from this date, together with interest thereon semi-annually from this date at the rate of six per centum per annum as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Thomas W. Horney, his heirs and assigns shall possess said property.

AND the said Thomas W. Horney and Lillian B. Horney, 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, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, 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 Frank S. Dudley, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, his successors, executors, administrators or assigns, or H. B. W. Mitchell, his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and 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 Thomas W. 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 Frank S. Dudley, Executor of Eugene L. Dudley, late of Queen Anne's County, deceased, his executors, administrators, successors or assigns, or H. B. W. Mitchell, his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Thomas W. Horney and Lillian B. Horney, for themselves, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness our hands and seals.

WITNESS: Thomas W. Horney (SEAL)

W. I. Tuttle Lillian B. Horney (SEAL)

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

I hereby certify that on this 20th. day of January, in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas W. Horney and Lillian B. Horney, his wife, and did each acknowledge the within and aforegoing mortgage to be their respective act and deed, and at the same time also and at the same time also personally appeared before me, Frank S. Dudley, executor of Eugene L. Dudley, late of Queen Anne's County, deceased, and made oath that the consideration stated in the within and aforegoing mortgage was true and bona fide as therein set forth.

In testimony whereof I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

Washington Irving Tuttle
NOTARY PUBLIC.

Notary
Public
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 5, folios 341, 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 second day of February, in the year nineteen hundred and thirty two.

Seal's
Place.

B. Hackett Turner, Clerk.

PETITION FOR APPOINTMENT
OF GUARDIAN AD LITEM
Filed June 15, 1932.

H. B. W. Mitchell, Assignee of Mortgage, vs. Thomas W. Horney and Lillian B. Horney, his wife, Mortgagors.	}	In the Circuit Court for Queen Anne's County, in Equity, No. 2887.

To theHonorable the Judges of said Court:

The petition of Frank S. Dudley, executor of the last will and testament of Eugene L. Dudley, late of Queen Anne's County, deceased, to your Honors respectfully sets forth:

That Thomas W. Horney, one of the defendants in said cause, has been duly summoned, but being an infant cannot 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 infant.

And as in duty bound etc.

H. B. MITCHELL
Solicitor for petitioner.

Subscribed and sworn to before me this 15th. day of June, 1932.

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

ORDER OF COURT
Filed June 15, 1932.

ORDERED, this 15th day of June, 1932, by the Circuit Court for Queen Anne's County, in Equity, upon the aforegoing petition and affidavit that Richard T. Earle be, and he is hereby, appointed guardian ad litem to appear and answer for Thomas W. Horney, infant defendant in the above cause.

THOMAS J. KEATING

Filed June 15th, 1932.

ANSWER OF GUARDIAN AD LITEM
Filed June 15, 1932.

H. B. W. Mitchell, Assignee of Mortgage, vs. Thomas W. Horney and Lillian B. Horney, his wife, Mortgagors.	}	In the Circuit Court for Queen Anne's County, in Equity. No. 2887.

To the Honorable the Judges of said Court:

The answer of Thomas W. Horney, infant, by Richard T. Earle, guardian ad litem, duly appointed by order of this Court, to the petition of Frank S. Dudley, executor of the last will and testament of Eugene L. Dudley, late of Queen Anne's County, deceased, against him in this Court exhibited.

This defendant, being an infant, cannot admit any of the matter and things in said petition alleged, and submits his rights thereunder to the protection of this Court.

And as in duty bound etc.

RICHARD T. EALRE
Guardian ad litem.

Filed June 15, 1932.

PETITION TO REFER
PROCEEDINGS TO AUDITOR.
Filed June 15, 1932.

H3858

H. B. W. Mitchell, Assignee of Mortgage, vs. Thomas W. Horney and Lillian B. Horney, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity. No. 2887.

To the Honorable, the Judges of said Court:

The petition of Frank S. Dudley, executor of the last will and testament of Eugene L. Dudley, late of Queen Anne's County, deceased, to your Honors respectfully sets forth:

That pursuant to the order of this Honorable Court passed on the 4th. day of February, 1932, writs of subpoena were issued directed to Beatrice Bryan, administratrix of Lillian B. Horney, late of Queen Anne's County, deceased; Edwin H. Brown, Jr., administrator d.b.n.c.t.a. of Thomas W. Horney, late of said county, deceased, and Thomas W. Horney, infant under the age of twenty one years, all residing in Queen Anne's County aforesaid, commanding them to be and appear in this court on or before the 29th. day of February, 1932, to answer the petition of Frank S. Dudley, executor as aforesaid, filed against them in this cause, and to abide by and perform such order or decree as may be passed therein; that all of said parties to whom said subpoenas were ordered to be directed were duly summoned and all of said subpoenas were duly returned "Summoned"; that notice to the creditors of Thomas W. Horney and Lillian B. Horney, late of Queen Anne's County, deceased, and all other persons who may be entitled to participate in the distribution of the surplus proceeds of the sale remaining after satisfying the mortgage under which the real estate of Thomas W. Horney, deceased, was sold, to file their claims with the Clerk of the Circuit Court for Queen Anne's County on or before the 12th. day of April, 1932, provided a copy of said order be published in some weekly newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 26th. of February, 1932, was given and was published in The Centreville Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 26th. day of February, 1932.

That the time of said parties to appear and answer as aforesaid has passed, but none of them have answered except the infant defendant by his guardian ad litem and the time for the creditors and others to file their claims pursuant to said notice has passed.

Your petition, therefore, prays your Honors to pass an order referring these proceedings to the Auditor to state an account and to take testimony to establish the allegations in the petition and to determine the rights of all parties claiming, or interested in, said surplus.

Respectfully submitted.

Filed June 15th, 1932.

H. B. W. MITCHELL
Solicitor for petitioner.

ORDER OF COURT
Filed June 15, 1932.

The aforegoing petition having been read and considered and it appearing that the parties have been returned summoned and the time for filing claims has expired, it is ORDERED this 14th day of June, 1932, by the Circuit Court for Queen Anne's County, in Equity, that the proceedings of said cause be, and they are hereby, referred to the Auditor to state an account and to take such testimony as he may deem necessary to establish the allegations in the petition and determine the rights of all parties claiming, or interest in, said surplus.

Filed June 15th, 1932. THOMAS J. KEATING

CERTIFICATE OF PUBLICATION
OF NOTICE TO CREDITORS
Filed June 15, 1932.

NOTICE TO CREDITORS

H. B. W. MITCHELL, Assignee of Mortgage
vs.
THOMAS W. HORNEY and LILLIAN B. HORNEY, his wife, Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY No. 2887.

ORDERED, this 4th day of February in the year nineteen hundred and thirty two, by the Circuit Court for Queen Annes county, in Equity, and by the authority of said Court, that the creditors of Thomas W. Horney and Lillian B. Horney late of Queen Annes county, deceased, and all persons who may be entitled to parti-

cipate in the distribution of the surplus proceeds of the sale remaining after satisfying the mortgage under which the real estate of Thomas W. Horney, deceased, was sold, be and they are hereby, ratified to file their claims with the Clerk of the Circuit Court for Queen Annes county, on or before the 12th day of April, next; provided a copy of this order be published in some weekly newspaper, published in Queen Annes County Maryland, once in each of three successive weeks before the 26th day of February 1932.

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed-February 4th, 1932.

THE CENTREVILLE OBSERVER

Centreville, Md., June 15, 1932

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Notice to Creditors in the case of H. B. W. Mitchell assn, vs. Thomas W. Horney and Lillian B. Horney, mortgagors a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper pinted and published at Centreville, Queen Anne's County, Maryland, once a week for three successive weeks before the 26th day of February 1932 the first publication thereof having been made in said newspaper on the 11th day of Feb., 1932,

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G. Durney.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed June 24, 1932.

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

H. B. W. Mitchell, assignee, (
vs. (Cause No. 2887.
Thomas W. Horney, et al. (

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 commenced for the collection of the mortgage debt described in the mortgage mentioned in these proceedings by a sale of the mortgage property and the sale was made by H. B. W. Mitchell as assignee of the mortgage and the proceeds of the sale amounted to more than sufficient to pay the mortgage debt and the cost and commissions incident to the sale.

Frank S. Dudley, executor of Eugene L. Dudley, filed his petition in this cause for the payment out of the surplus mortgage sale of a mortgage given to him by Thomas W. Horney, mortgagor owner executing the mortgage upon which the sale was made, upon the same landmentioned in the first mortgage or the mortgage under which the sale was made. In this petition he stated that the mortgage so given to him was next in priority of lien to the mortgage under which the sale was made. He filed as his claim a certified copy of the mortgage so given by him with a statement of the amount due to him by the mortgage and with his affadvit as to the truth of the statement attached, the amount of his mortgage claim according to said statement being $674.68. The auditor under the order of the Court referring the papers to him for an account was directed to take testimony to sustain the allegations of the petition. The auditor took the testimony of H. B. W. Mitchell an attorney at law and reduced the same to writing and returns the testimony together with that of another witness as part of this audit. According to the testimony of Mr. Mitchell he prepared the mortgage given to Mr. Dudley; that he has examined the records in the Clerk's office of this County and according to his examination the mortgage so given to Mr. Dudley is next in lien to the mortgage under which the property was sold and that there are no liens of any kind between these two mortgages. Mr. Dudley's affadvit attached to the copy of the mortgage filed established the amount due to Mr. Dudley. The auditor finds from his testimony that the claim filed by Frank S. Dudley, executor, was transferred by the sale from the land to the surplus mortgage sale.

In the within account Mr. Mitchell the vendor, is charged with the gross amount of the sale made by him and is then thereout allowed his commissions for making the sale, per terms of the mortgage, the costs incident to the sale, the Court costs of this cause and the amount of the first mortgage claim (assigned unto him) in full.

Then in the annexed account the said Mitchell is allowed the costs incident to the petition filed by the said Frank S. Dudley, executor, and then the amount remaining of the gross sale is awarded unto the said Frank S. Dudley, executor, on account of his second mortgage claim.

Which is respectfully submitted.

June 23, 1932.

MADISON BROWN
Auditor.

H 3850

Cause No. 2887.

The proceeds of the sale of the mortgaged real estate of Thomas W. Horney, mortgagor, in account with H. B. W. Mitchell, assignee, as the vendor of said real estate under the power of sale contained in the mortgage mentioned in this cause.

CR.

1931 Dec. 22	By gross amount of the mortgage sale per report filed, to wit: the sum of		$4,367.25

DR.

"	To H.B.W. Mitchell, the party making the sale, for his commissions per terms of mortgage, to wit: the sum of	$219.69	
"	To do., for the cost of advertising notice of sale in Centreville Record per receipted account for same exhibited, to wit: the sum of	38.28	
	To do., for amount paid J. E. Anthony for crying sale per receipt for same exhibited, to wit:	15.00	
	To do., for the amount paid F. C. Stevens, treas. in settlement of taxes of 1930 per receipted account for same exhibited, to wit: sum of . . .	116.98	
	To do., for amount paid A. Q. Skinner, treasurer, in settlement of taxes of 1931 on land sold per receipted account for same exhibited	95.60	
	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	21.00	
	To do., for the amount paid for cost of advertising order nisi on sale in Centreville Observer, per receipted account for same exhibited, to wit:	5.00	
	To do., for the cost of advertising the order nisi to be passed as to this audit, to wit:	5.00	
	To do., for the Court costs of this cause per Clerk(s statement as follows: Costs of B. H. Turner, clerk, as to mortgage sale, sum of . . . . . $18.75 Appearance fee of H.B.W. Mitchell, sum of 10.00	28.75	
	To Madison Brown, auditor, for stating this account the sum of	13.50	
	To H. B. W. Mitchell, assignee, of said mortgage, in full settlement of the principal debt due by said mortgage and interest thereon to day of sale per mortgage debt statement filed, to wit:	$3,119.00	
	To balance carried forward, to wit: sum of . . .	689.45	
		$4,367.25	$4,367.25

Cause No. 2887.

The proceeds of the sale of the mortgaged real estate of Thomas W. Horney, mortgagor, in account with H. B. W. Mitchell, assignee, as the vendor of said real estate under the power of sale contained in the mortgage mentioned in this cause.

CR.

1932 June 23	By balance brought forward, to wit: sum of	$689.45

DR.

To H. B. W. Mitchell, vendor, to be expended by him in payment of the following costs arising under the petition filed by Frank S. Dudley, executor, for distribution of the surplus mortgage sale, to wit;

Costs of (per bill of costs)
B. H. Turner, Clerk, ... $12.75

J. E. Anthony, sheriff, ...	3.60		
N. S. Dudley, register of wills . . .	2.00		
H. B. W. Mitchell, appearance fee on said petition	10.00		
R. T. Earle, guardian ad litem . . .	4.00	$32.35	
To do., for the cost of advertising in the Centreville Observer Court's notice to creditors per account for same exhibited, to wit: sum of		20.63	
		$52.98	
To Frank S. Dudley, executor of Eugene L. Dudley, on account of his mortgage claim under the mortgage to him from Thomas W. Horney dated June 21, 1926, of $674.68, per mortgage claim and statement thereunto annexed filed, this balance (which is not sufficient to pay said mortgage claim in full) to wit: the sum of . . .		$636.47	
		$689.45	$689.45

June 23, 1932.

MADISON BROWN
Auditor.

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

H. B. W. Mitchell, assignee,
vs.
Thomas W. Horney,
Lillian B. Horney, his wife.

Cause No. 2887.

To the Honorable, the Judges of said Court.

I, Madison Brown, the auditor of the Court, unto Your Honors respectively sets forth:

By the order of this Court passed June 14, 1932 in above cause the proceedings of this cause were referred to tme to state an account and to take such testimony as I might deem necessary to determine the rights of all parties claiming the surplus mortgage sale and/or interest therein. Pursuant to this order I have taken the testimony of two witnesses who are named below and this testimony I reduce to writing set forth below.

H. B. W. Mitchell, Esq., at the request of the auditor did meet the auditor on this date to wit: June 22, 1932, at the office of the auditor in Centreville, Maryland for the purpose of testifying in the matter of the petition above mentioned and at that time and place having being first duly sworn did testify in response to the questions asked by the auditor as follows:

Q. No. 1.
Mr. Mitchell please state your name, occupation and place of residence.

A.
H. B. W. Mitchell, attorney at law, Centreville, Maryland.

Q. No. 2.
The case entitled above and in which you have been requested to testify is one between H. B. W. Mitchell, assignee of mortgage, plaintiff against Thomas W. Horney and Lillian B. Horney, mortgagors, State if you are acquainted with any of these parties and if so how long you have known them and whether they are living or dead.

A.
I am the plaintiff. I was acquainted with Capt. Thomas W. Horney and Lillian B. Horney who was his wife. They are both dead.

Q. No. 3.
In this cause there has been filed a petition or a creditors bill by Frank S. Dudley, executor of Eugene L. Dudley, against Thomas W. Horney, infant child of Thomas W. Horney and others. State whether or not you are acquainted with this Frank S. Dudley, executor.

A.
I am.

Q. No. 4.
Did you not as plaintiff of this cause make the sale mentioned in the proceedings of the cause?

A.
I did.

M3850

Q. No. 5.
State whether or not the sale made by you produced more money than necessary to pay the mortgage under which you made the sale and the debt due thereby and all costs incident to the sale made by you.

A.
Yes.

Q. No. 6.
In the petition filed by Frank S. Dudley, executor of Eugene Dudley, in this cause against Thomas W. Horney and others the petitioner states that Thomas W. Horney and Lillian B. Horney, his wife, in their life time gave the petitioner a mortgage on certain land dated January 20, 1926, and recorded in Liber B. H. T. No. 5, on folio 341 a land record book of Queen Anne's County to secure unto the petitioner $474.09. State what you know about this mortgage.

A.
I prepared the mortgage. It is on the same land covered by the first mortgage and which was sold by me under the power in the first mortgage.

Q. No. 7.
State if you know what position the mortgage so given to Frank S. Dudley, executor, occupied in relation to the land covered by the mortgage and the mortgage under which you made the sale in this cause and state how you got this knowledge and information if you have any.

A.
It is next in priority in lien to the first mortgage on said land under which the land was sold in the proceedings in this cause. I have had this knowledge for sometime but I have today in anticipation of my examination examined the records in the Clerk's office of Queen Anne's County anf find that the mortgage just mentioned to Frank S. Dudley, executor, is next in priority of lien to the first mortgage under which the land was sold by me in these proceedings. There are no liens of any kind.

Q. No. 8
I now hand you a paper writing dated January 20, 1926 purporting to be a mortgage from Thomas W. Horney and Lillian B. Horney to Frank S. Dudley, executor of Eugene L. Dudley, and which is filed in this cause February 4, 1932.
Attached to this statement is a paper writing filed April 5, 1932, purporting to be an affidavit of Frank S. Dudley, executor, as to the amount due by the mortgage mentioned by you. Please examine these papers and state what they are.

A.
A certified copy of mortgage from Thomas W. Horney and Lillian B. Horney, his wife, to Frank S. Dudley, executor of Eugene L. Dudley, deceased, dated 20th day of January, 1926, to secure $474.09 and interest from the date of said mortgage and its a copy of the mortgage in reference to which I have already testified. And the statement sworn to by Frank S. Dudley, executor, showing the amount due under said mortgage

Q. No. 9.
You have stated that Thomas W. Horney who made the mortgages mentioned by you is dead. State if you know whether he died leaving a last will and testament or not.

A.
He left a last will and testament and a certified copy of it has been filed in this cause.

Examiner's Special.
Tha auditor now asks Mr. Mitchell the Examiner's Special Interrogative.

A.
No.

H. B. W. MITCHELL

Miss Marie Shortall, Deputy of Register of Wills, at the request of the auditor on this 22nd day of June in the year nineteen hundred and thirty two appeared before the auditor to testify in the matter of this petition of Frank S. Dudley and in response to the questions asked by the auditor did testify as follows:

Q. No. 1.
Please state your name, place of residence and occupation.
A.
Marie Shortall, Centreville, Maryland. I am the Deputy of Register of Wills and have been so for five years.

Q. No. 2.
State if you know if administration upon the personal estate of Thomas W. Horney, late of Queen Anne's County, deceased, have been granted by the Orphans Court to any one and if so when and to whom.
A.
Administration was granted unto Lillian B. Horney, February 5, 1929 who later died and after her death administration was granted by the Orphans Court of Queen Anne's County to Edwin H. Brown, junior.

Q. No. 3.
State if you know whether or not Thomas W. Horney left personal estate at the time of his death sufficient to pay the debts.

A.
I have examined the records of the Orphans Court of Queen Anne's County today before appearing before you, the auditor. Lillian B. Horney to whom administration on the estate of Thomas W. Horney was first granted by the Orphans Court of Queen Anne's County died without passing any administration account. After Mr. Edwin H. Brown, junior, was appointed administration c.t.a.d.b.n. of Thomas W. Horney he filed in the Orphans Court or exhibited therein the account of Lillian B. Horney, executor of Thomas W. Horney, by this account the entire personal estate of Thomas W. Horney amounted to $532.10 and was by this account entirely consumed in the payment of cost of administration, widow's allowance, funeral expenses and taxes. According to the records Thomas W. Horney did not leave personal property sufficient to pay any creditors whatever.

Auditor asked Miss Shortall the usual question asked by the Examiner to take testimony.
A.
No.

MARIE SHORTALL

The Auditor having no more witnesses before him has closed the taking of the testimony.

IN TESTIMONY WHEREOF I have hereunto on this 22nd day of June in the year nineteen hundred and thirty two subscribed my name and affixed my seal.

MADISON BROWN (SEAL)
Auditor.

To H. B. W. Mitchell, Frank S. Dudley and William T. Bishop, Esquires.

In re: H. B. W. Mitchell, vs. Thomas W. Horney, et al. ( ) (Cause No. 2887. Circuit Court for Queen Anne's County.

The undersigned, the auditor of the Court, when he stated the audit filed in the above case erroneously allowed H. B. W. Mitchell, as assignee of the mortgage mentioned in the cause,

in settlement of his mortgage claim the sum of	$3119.00
when I should have allowed him the sum of	3026.65
making an over allowance to him of	$ 92.35

The mortgage claim of Frank S. Dudley

as filed amounted to	$674.68	
and I allowed him only the sum of	636.47	
leaving due to him the sum of	$ 38.21	38.21
which sum is payable to him by H. B. W. Mitchell and payable out of $92.35 mentioned above which will leave due by H. B. W. Mitchell the sum of		$54.14

to be paid to William T. Bishop on his judgment claim filed in the case and which follows the two mortgages mentioned above.

I suggest that Mr. Mitchell pay Mr. Dudley the balance due to Mr. Dudley as above and take a release in full of Mr. Dudley's claims against Mr. Mitchell in this case.

I suggest that Mr. Mitchell pay Mr. Bishop $54.14 and take a release from Mr. Bishop for all sums of money due Mr. Bishop by Mr. Mitchell in this case.

I suggest this plan as equal to that which would be set forth in a new audit and in preference to a new audit to save the time of a new audit. If the plan is not suggested there is nothing left for me to do but to state and file a new audit in the case, by which the error will be corrected.

MADISON BROWN
AUDITOR.

NISI RATIFICATION OF AUDIT.

H. B. W. Mitchell, Assignee of mortgage
VS.
Thomas W. Horney and Lilliam B. Horney, his wife.) IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE NO. 2887.

ORDERED, This 24th. day of June, in the year nineteen hundred and thirty two that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contary thereof be shown on or before the 23rd day of July 1932; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of July 1932, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed June 24th. 1932.

H3580

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed July 25, 1932.

NISI RATIFICATION OF AUDIT.

H. B. W. MITCHELL, ASSIGNEE OF MORTGAGE
vs.
THOMAS W. HORNEY and LILLIAN B. HORNEY,
his wife.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY CASE NO. 2887.

ORDERED, This 24th day of June, in the year nineteen hundred and thirty-two that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of July, 1932; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of July, 1932 in some newspaper printed and published in Queen Annes county.

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed June 24th, 1932.

THE CENTREVILLE OBSERVER

Centreville, Md. July 23 1932

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of H. B. W. Mitchell assn. of mortgage vs. Thomas W. Horney and Lillian B. 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 two successive weeks the first publication thereof having been made in said newspaper on the 30th day of June, 1932, being more than two weeks before the 16th day of July 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

Filed July 25th, 1932.

ORDER OF COURT
Filed Nov. 29, 1932.

ORDERED, this 25th day of July, in the year nineteen hundred and thirty two, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing Report and Account of the Auditor be, and the same are hereby, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding order of ratification nisi. The Assignee of mortgage is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed Nov. 29th, 1932. THOMAS J. KEATING

M3858

Chancery No. 2901.

Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the Tenth day of March, in the year nineteen hundred and thirty two, the following Order to Docket Suit was filed for record, to wit:-

S. Earle Long Mortgagee Vs. William E. Gardner and Emma V. Gardner, his wife, Mortgagors.	IN THE Circuit Court For Queen Anne's County, In Equity, Cause NO.

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

Mr. Clerk:

Docket the above entitled Cause on your Chancery Docket, enter the Appearance of J. H. C. Legg, Esq. as the Solicitor for the Mortgagee, and make out and file in this Cause a certified copy of the Mortgage from William E. Gardner and Emma V. Gardner, his wife, to S. Earle Long, dated the 25th. day of October, in the year, 1925, and recorded in Liber B. H. T. NO. 5 pages 29etc., being one of the Land Record Books for Queen Anne's County, Maryland.

J. H. C. LEGG
Solicitor for the Mortgagee.

CERTIFIED COPY OF MORTGAGE
Filed March 10, 1932.

::

#11,779. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the third day of March, in the year nineteen hundred and twenty six, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this 25th. day of October, in the year nineteen hundred and twenty five by William E. Gardner and Emma V. Gardner, his wife, of Queen Anne's County, in the State of Maryland,

WHEREAS, the said William E. Gardner is indebted unto S. Earle Long in the full and just sum of three hundred and fifty dollars, which said sum is due and payable five years from the date of these presents with interest at the rate of six percent per annum annually.

AND IT WAS A CONDITION PRECEDENT to said loan that the prompt payment of the principal and interest as aforesaid should be secured and assured by the execution of these presents.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar the said William E. Gardner and Emma V. Gardner, his wife, do hereby grant and convey unto S. Earle Long, his heirs and assigns in fee simple: All those two parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County at Phillip's Corner and more particularly described as follows; to wit:-

Parcel No. 1. All that piece or lot of land situate on the public road leading from The Narrows to Stevensville at Phillip's Corner on Kent Island, Queen Anne's County, State of Maryland, and which may be described as beginning at a stone in the southern edge of said lot and running thence southerly one hundred and nineteen and one-third feet, thence easterly forty four and one half feet, thence northerly one hundred and nineteen and one-third feet, thence westerly forty four and one-half feet to the place of beginning containing one-fourth of an acre of land, more or less.

Parcel No. 2. All that lot of land situate at Phillip's Corner, on the south side of the public road leading from Kent Island Narrows to Stevensville adjoining the property of said Henry Foebus above described and beginning for the same at the northwest corner of the land of said Henry Foebus on said public road and running westerly with said road twenty one feet to a boundary stone, thence southerly a distance of one hundred and seventy feet, crossing over the "Mill" lot until it strikes a stone boundary at the side of the ditch, thence easterly a distance of seventy six feet until it intersects a fence enclosing the apple orchard of said Juliet M. Phillips thence northerly with said fence a distance of ninety nine feet until it intersects the lot of said Henry Foebus, thence westerly with said lot of said Henry Foebus a distance of forty five feet, thence northerly with said land a distance of one hundred and five feet to the place of beginning, containing about one-fourth of an acre of land, more or less, the aforesaid two parcels being the two tracts of land which were conveyed unto the said William E. Garnder by Henry Foebus by deed dated the

18th day of September, in the year nineteen hundred and twenty five and recorded in Liber B. H. T. No. 4, folios 146 &c. 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 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 E. Gardner, his heirs, executors, administrators or assigns shall well and truly pay to the said S. Earle Long, his successors, executors, administrators or assigns the aforesaid sum of three hundred and fifty dollars and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his, their part to be perform, then this mortgage shall be void; and until default be made in the premises the said William E. Gardner, his heirs and assigns shall possess said property.

And the said William E. Gardner, for himself, his heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the insurable value thereof in some Company or Companies approved by the said S. Earle Long, 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 S. Earle Long, his executors, administrators or assigns, or Edwin H. Brown, Jr., his or their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, 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 Wm. E. Gardner or whoever may be entitled to same.

And it is hereby agreed that when default be made in any coveenant 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 S. Earle Long, his executors, administrators, successors or assigns, or Edwin H. Brown, Jr., his or their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said William E. Gardner, for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

Witness their hands and seals.

Wm. E. Gardner (Seal)

TEST:

E. V. Gardner (Seal)

Ray G. Gardner.

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

I hereby certify that on this 25th. day of October in the year nineteen hundred and twenty five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared William E. Gardner and Emma V. Gardner, his wife, and did each acknowledge the aforegoing mortgage to be their respective act.

Howard D. Fairbank
Justice of the Peace.

H3850

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

I hereby certify that on this twenty fifth day of October in the year nineteen hundred and twenty five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared S. Earle Long and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

Howard D. Fairbank
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 5, folios 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 tenth day of March, in the year nineteen hundred and thirty two.

Seal's Place. B. Hackett Turner Clerk.

CERTIFIED COPY OF BOND
Filed Mar. 10, 1932.

Queen Anne's County, to wit: Be it remembered that on the eleventh day of March, in the year 1932, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, S. Earle Long, of Queen Anne's County, in the State of Maryland and New Amsterdam Casualty Company, a body corporate of the State of Maryland, are held and firmly nound unto the State of Maryland in the full and just sum of One thousand Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this eleventh day of March, in the year nineteen hundred and thirty two.

WHEREAS, the above bounden S. Earle Long, by virtue of the power contained in a mortgage from William E. Gardner and Emma V. Gardner, his wife, given to the said S. Earle Long, bearing date the twenty fifth day of October, nineteen hundred and twenty five, and recorded among the land records of Queen Anne's County in Liber B. H. T. No. 5, folio 29 etc. and the said S. Earle Long, as the mortgagee named in 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 CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bounden S. Earle Long, Mortgagee 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.

S. Earle Long (SEAL)
New Amsterdam Casualty Company By
McKenney & Price,
WMcK.
Attorneys in fact.

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

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bona filed March 11th. 1932.

B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 180, a Bond-record book for Queen Anne's County.

Seal's
Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 11th. day of March, in the year 1932.

B. Hackett Turner
Clerk.

REPORT OF SALE
Filed April 5, 1932.

S. EARLE LONG,
MORTGAGEE,

VS.

William E. Gardner
and
Emma V. Gardner, 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 S. Earle Long, Mortgagee named in the Mortgage from William E. Gardner and Emma V. Gardner, his wife, to the said S. Earle Long, dated the 25th., day of October, in the year, 1925, and recorded in Liber B. H. T. NO. 5 folios 29etc., One of the Land Record Books, for Queen Anne's County, State of Maryland, which said Mortgage Authorized the Mortgagee, to make sale of the Mortgaged Premises, in case of default in the terms covenants and conditions of the said Mortgage, shows that default was made in the non-payment of the Principal Mortgage, debt, and the interest thereon; and that after giving Bond with security approved by the Clerk of the Circuit Court for Queen Anne's County, 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 Record (four insertions) a newspaper printe_ and published in Queen Anne's County, Maryland, a certified copy of which said Advertisement is herewith filed with this Report of Sale, and asked to be taken as a part of this said report of sale, he did pursuant to said Notice and advertisement attend in person, on the Mortgaged Premises in Chester, on Kent Island, in Queen Anne's County, Maryland, on Friday, April, 1st. 1932, at the Hour of 3 O'Clock P. M. and then and there proceed to sell at Public Auction the property mentioned and described in the aforesaid Mortgage, and as advertised in the annexed Advertisement, as follows: ALL THOSE TWO LOTS OR PARCELS OF LAND, situate, lying and being on the Public Road leading from the Narrows to Stevensville, at or near Phillips Corner, in the Town of Chester, on Kent Island, in said Queen Anne's County, State of Maryland, LOT OR PARCEL NO: 1, is 44 and 1/2 feet by 119 and 1/8 fee_ and contains ONE-QUARTER of an Acre of Land more or less.
LOT OR PARCEL NO. 2 is described as follows, reunning Westerly 21 feet, thence Southerly 170 feet, thence Easterly 76 feet, thence Northerly 99 feet, thence Westerly 45 feet, thence Northerly 105 feet, and containing ONE-QUARTER of An Acre of Land, more or less; these two Lots adjoin each other and are enclosed as one Lot, and are fully described by metes and bounds, courses and distances in the aforesaid Mortgage, and in the Deed from Henry Foebus to William E. Gardner, dated the 18th. day of September, 1925, and Recorded in Liber B. H. T. No. 4 folios 146 etc., One of the Land Record Books for Queen Anne's County, Maryland, to which Deed and the aforesaid Mortgage and the references therein especial reference is hereby made for an accurate description of the Land sold hereunder. The said Real Estate is improved by a good two story farme dwelling house and necessary outbuildings in good repair; and sold the same to One William G. Timms of said Queen Anne's County, in the State of Maryland, at and for the sum of SIX HUNDRED AND FIFTY ($650.00) Dollars, he being then and there the highest bidder therefor at and for the aforesaid sum of Six Hundred and fifty Dollars.

And your Mortgagee reports that the Purchaser has complied with the terms of sale, by paying the cash for the said property.

All of which is respectfully submitted by

S. EARLE LONG
Mortgagee.

State of Maryland, Queen Anne's County, To WIT:

I hereby certify that on this Fifth day of April, in the year nineteen hundred and thirty two, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity, S. Earle Long, the Mortgage named in the aforegoing and above Report of Sale, and made oath in due form of Law, that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale therein and herein reported was fairly and bona fide made.

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

Filed April 4th, 1932.

H3580

CERTIFICATE OF PUBLICATION
OF SALE
Filed April 5, 1932.

MORTGAGEE'S SALE

OF

REAL ESTATE

IN CHESTER, ON KENT ISLAND, QUEEN ANNE'S COUNTY, MD.

Under and by virtue of a Power of Sale contained in the Mortgage from William E. Gardner and Emma V. Gardner, his wife, to S. Earle Long, dated October 25th, 1925, and Recorded in Liber B. H. T. No. 5 folios 29 etc., One of the Land Record Book for Queen Anne's County, Maryland, said Mortgage being in default, by reason of the non-payment of the principal Mortgage debt and interest thereon, the undersigned, Mortgagee, will sell at Public Sale, to the highest bidder, on the Mortgaged Premises, in Chester, on Kent Island, in Queen Anne's county, Maryland, on FRIDAY, APRIL 1st, 1932 at the hour of 3 o'clock P. M.

ALL THOSE TWO LOTS OR PIECES OR PARCELS OF LAND, situate, lying and being on the Public Road leading from the Narrows to Stevensville, at or near Phillipp's Corner, in the Town of Chester, on said Island, in said County and State; Lot or Parcel No. 1 is 44½ feet by 119 1/8 feet, and contains 1/4 of an acre of land more or less.

Lot or Parcel No. 2 is described as running Westerly 21 feet, thence Southerly, 170 feet, thence Easterly 76 feet, thence Northerly 99 feet, thence Westerly 45 feet, thence Northerly 105 feet, and containing about 1/4 of an Acre of Land, more or less; these two lots adjoin each other and are enclosed as one Lot, and are fully described by metes and bounds, courses and distances in the aforesaid Mortgage, and in the Deed from Henry Foebus to William E. Gardner, dated the 18th day of September, in the year 1925, and Recorded in Liber B. H. T. No. 4, Folios 146 etc., One of the Land Record Books for Queen Anne's County, Maryland, to which said Deed and said Mortgage, especial reference is hereby made for an accurate description of the land to be sold under the aforesaid Mortgage.

This Real Estate is improved by a good two story frame dwelling house, and necessary outbuildings in good order. This property is well located, in the Town of Chester; More detailed particulars made known on day of sale.

TERMS OF SALE: CASH AT TIME OF SALE.

S. EARLE LONG,
Mortgagee.

J.H.C. LEGG, Attorney.

N. B. At the same time, place and hour, a vacant Lot of Land, adjoining the above described Mortgaged property, containing 1/2 acre of Land more or less, will be offered for sale on same terms.

THE CENTREVILLE RECORD

Centreville, Md. April 2nd, 1932.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Mortgagee's Sale in the case of S. Earle Long, Mortgagee vs. William E. Gardner and Emma V. Gardner, his wife, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 1st day of April in the year 1932.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins

Filed Apr. 5th, 1932.

NISI

S. Earle Long, Mortgagee VS. William E. Gardner and Emma V. Gardner, his wife, Mortgagors.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 2901.

ORDERED, This 18th. day of April, A. D., 1932, that the sale of the real estate made and reported in this cause by S. Earle Long, mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd. day of June, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 23rd day of May next.

The Report states the amount of sales to be $650.00.

B. HACKETT TURNER Clerk.

Filed Apr. 18, 1932.

ORDER NISI REISSUED TO
CENTREVILLE OBSERVER ON
DISCONTINUANCE OF CENTREVILLE
RECORD
Filed April 5, 1932.

N I S I

S. Earle Long, Mortgagee VS. William E. Gardner and Emma V. Gardner, his wife, Mortgagors.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 2901.

ORDERED, This fifth day of April, A. D., 1932, that the sale of the real estate made and reported in this cause by S. Earle Long, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th. 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 9th day of May, next.

The Report states the amount of sales to be $650.00.

B. HACKETT TURNER Clerk.

Filed April 5th. 1932.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed July 27, 1932.

ORDER NISI

S. Earle Long, Mortgagee
VS.
William E. Gardner and Emma
V. Gardner, his wife, Mortgagors

In the Circuit Court for Queen Anne's County In Equity Chancery No. 2901.

ORDERED, This 18th day of April, A. D., 1932, that the sale of the real estate made and reported in this cause by S. Ealre Long, Mortgagee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of June, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 23rd day of May next.

The Report states the amount of sales to be $650.00.

B. HACKETT TURNER, Clerk

True Copy-
Test: B. HACKETT TURNER, Clerk.
Filed April 18, 1932.

THE CENTREVILLE OBSERVER

Centreville, Md., July 18 1932.

43580

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of S. Earle Long, Mtg. vs. William E. Gardner & Emma V. Gardner, Mtgrs. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 22 day of April, 1932, being more than four successive weeks before the 23 day of May 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed July 27, 1932.

STATEMENT OF MORTGAGE DEBT
Filed July 27, 1932.

S. Earle Long,
Mortgagee,

VS.

William E. Gardner
and
Emma V. Gardner, his wife.
Mortgagors.

IN THE

Circuit Court For

Queen Anne's County,

In Equity, Cause NO.
2901.

Statement of the Mortgage Debt:

Amount of the Principal due on the Mortgage	$350.00
Interest on the said Mortgage debt from October 25th, 1925 to the 1st. day of Apri, 1932, 6 years, 5 months and 6 days,	$135.10
	$485.10
5% Attorneys Commissions on the Mortgage debt and Interest, $485.10	$ 24.25
	$509.35

Amount due on the day of Sale, April, 1st, 1932----------

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 two, 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 S. Earle Long, Mortgagee, named in the Mortgage, in the above entitled Case, and made oath in due form of Law, that there is due and owing on the Mortgage filed in this cause the sum of Five Hundred and Nine Dollars and thirty five cents ($509.35) on the day of the sale, to the best of his knowledge and belief.

As Witness my hamd and Notarial seal the day and year first above writte_

HILDA T. SEWARD
Notary Public.

Notary
Public
Seal.

Filed July 27, 1932.

ORDER OF COURT
Filed Aug. 6th, 1932.

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 day of June, in the year, nineteen hundred and and thirty two, that the Sale of the Real Estate made and reported by S. Earle Long, Mortgagee named in the Mortgage from William E. Gardner and Emma V. Gardner, his wife, to the said S. Earle Long, 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 inaccordance with the ORDER NISI heretofore passed in said Cause and the Mortgagee is allowed the usual commissions allowed by the Mortgage, and such proper expenses as he shall produce vouchers for to the Auditor.

Filed Aug. 6th, 1932.

THOMAS J. KEATING

REPORT AND ACCOUNT OF
THE AUDITOR
Filed Dec. 24, 1932.

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

S. Earle Long, mortgagee,	(	
vs.	)	Cause No. 2901.
William E. Gardner, et al.,	(	

To the Honorable, the Judges of said Court:

I, Madison Brown, your auditor, unto Your Honors respectfully sets forth:

I have examined the proceedings of this cause and find the same were instituted for the collection of a mortgage debt by sale of the mortgaged property under power of sale contained in the mortgage mentioned in this cause. I find that the sale made produced more than enough to pay the mortgage debt and costs of the sale.

I have stated the within account by first charging S. Earle Long, the mortgagee and the party making the sale of the cause, with the gross amount of the sale made by him and then thereout allowing him as follows:
His commissions for making the sale per terms of the mortgage, the cost of advertising notice of the sale and the several orders nisi of the cause, the cost of the bond given by him, the charges of the auctioneer for crying the sale, the fee of auditor for stating the account and the amount of the mortgage debt due on the day of the sale in full; for the allowances made the vendor produced his vouchers.
After the allowances so made there remains of the proceeds of the sale a balance of $12.65 which I have distributed unto William E. Gardner, the mortgagor, in the within account.

Which is respectfully submitted.

December 23, 1932.

MADISON BROWN
AUDITOR.

Cause No. 2901.

The proceeds of the sale of the mortgaged real estate of William E. Gardner, the party making the mortgage described in this cause, in account with S. Earle Long, the mortgagee named in said mortgage and the vendor under said mortgage making the mortgage sale of this cause.

1932	CR.	
April 1	By amount of the gross sale of said mortgage real estate per report of sale of said vendor filed herein April 5, 1932, to wit: sum of	$650.00

DR.

" "	To S. Earle Long, the party making the sale of this cause, for his commissions for so doing per terms of the mortgage, the sum of	$44.75	
	To do., for the cost of advertising notice of the mortgage sale in the Centreville Record, per account for same with receipt thereon exhibited, to wit:		30.00
	To do., for the costs of his bond with corporate surety thereon filed in this cause per account for same with receipt thereon exhibited, to wit:. . . .		5.00
	To do., for the amount J. Elmer Anthony, auctioner, for crying the sale made and reported per his receipt for the same exhibited, to wit: sum of		5.00
	To do., for the cost of advertising in Centreville Observer the order nisi passed in relation to the sale mentioned per account for same exhibited, to wit:		5.00
	To do., for the Court costs of this cause per Bill of Costs of Clerk of Court as follows, to wit:		
	Cost of B. H. Turner, clerk	$18.75	
	Appearance fee of J.H.C. Legg	10.00	28.75
	To do., for the cost of advertising the order nisi to be passed as to this audit, to wit:		5.00
	To Madison Brown, auditor, for stating this account . . .		4.50

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To S. Earle Long, mortgagee, in full of his mortgage claim, per statement of mortgage debt filed, the sum of	509.35	
To William E. Gardner, the mortgager, this balance	12.65	
	$650.00	$650.00

December 23, 1932.

MADISON BROWN
AUDITOR.

NISI RATIFICATION OF AUDIT

S. Earle Long, Mortgagee.	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
William E. Gardner, et al.	IN EQUITY
	CASE No. 2901.

ORDERED, This 24th. day of December in the year nineteen hundred and thirty two, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 20th. day of January 1933; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of January, 1933 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Dec. 24th. 1932.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Mar. 7, 1933.

NISI RATIFICATION OF AUDIT.

S. EARLE LONG, Mortgagee
vs.
WILLIAM E. GARDNER, et al.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY CASE NO. 2901.

ORDERED, This 24th day of December in the year nineteen hundred and thirty-two that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of January, 1933; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of January, 1933 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed-Dec. 24th, 1932.

THE CENTREVILLE OBSERVER

Centreville, Md., March 7, 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of S. Earle Long, Mortgagee vs. William E. Gardner, 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 29th day of December, 1932, being more than two weeks before the 13th day of January 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Mar. 7-1933.

ORDER OF COURT
Filed March 17, 1933.

ORDERED This 16th day of March, in the year, nineteen hundred and thirty three, by the Circuit Court for Queen Anne's County, in Equity and by the authority of the said Court, that the aforegoing Report and Account of the Auditor, be and the same is hereby ratified and confirmed, and the Mortgagee is hereby authorized and directed to pay the several amounts awarded in said account to the several persons to whom the same are therein allowed by the Auditor

THOMAS J. KEATING

Filed March 17th, 1933.

H38580

4385580

H38-80

Cause No. 2882

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

CHARLES H. BUCK, ASSIGNEE	#	IN THE CIRCUIT COURT FOR
Vs.	#	QUEEN ANNE'S COUNTY
CATHERINE F. WALKER and W. IRVING WALKER, her husband.	#	In Equity
		Case "A"

Mr. Clerk:

Please docket the above entitled foreclosure suit, and file the within mortgage as "Exhibit A".

CHAS. H. BUCK
Assignee of Mortgage.

ELMER M. HARPER
Solicitor for Assignee.

EXHIBIT "A".

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-Six, by and between Catherine F. Walker and W. Irving Walker, her husband, 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 TEN THOUSAND Dollars ($10,000) 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, 1926, for said principal sum of TEN THOUSAND ($1000) 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 THREE HUNDRED AND FIFTY Dollars and NO Cents each and a final payment of TWO HUNDRED AND NINETY ONE Dollars and EIGHTY-SIX 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 tract of land called "Lamberton" situate in the Seventh Election District of Queen Anne's County, Maryland, acquired by the said Catherine F. Walker by deed from Stephen E. Ford and George Warfield, Trustees, dated the 13th day of June, 1901, recorded among the Land Records of Queen Anne's County in Liber No. 2, folio 84, the said land containing three hundred and forty-two acres, one rood and twelve perches of land, and being parcel No. Five in a deed from Emily H. Ford to Catherine Ford, now Catherine F. Walker, dated the 14th day of May, 1889 and recorded among the said Land Records in Liber W. D. No. 3, folio 118, in which last mentioned deed the said land is more fully described, as follows, to-wit: Beginning for the same at a stone, the original beginning of the said tract, standing on the east side of a small branch and running thence with the divisional fence and the road from I. B. to the river road South one degree, fifteen minutes west one hundred and fifty seven perches to a stone, thence with the road from I. B. to Chestertown north eighty eight degrees forty five minutes West two hundred and nine and a half perches to a stone at the end of the seventh line of said tract, thence with the eighth line of said tract North three degrees fifteen minutes east one hundred and forty three and two fifths perches to the James Stoops land now owned by James Baxter,

thence North eighty nine degrees east ten perches to a stone the corner for said Baxter farm, thence with said land North five degrees fifteen minutes East one hundred and four and two fifty perches, thence North thirty eight degrees fifteen minutes west twenty six and a half perches to a stone in the said eighth line of Lamberton, thence with that line North three degrees fifteen minutes East fifty six and a half perches to a stone in the woods thence South eighty eight degrees forty five minutes East, one hundred and eighty four perches to the home line of a tract of land called "Shepeherds Hook", thence with that line reversed South fifty seven degrees West one hundred perches thence South thirty three degrees East sixty perches to a stone along the divisional fence, thence South forty one degrees fifteen minutes East seventy eight and two fifth perches to a stone thence North eighty five degrees forty five minutes East Eleven perches to the place of beginning.

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 accured, 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 the 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 ofthe 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 ot 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 duly covenant to pay when legally demandable. But if any of the payments in the above described note as herein provided to be made, be not paid when due, or if the party of the first part shall permit any taxes, liens, 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 thereoh, 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 ot 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

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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 interests, the said Bank shall be entitled to recover of the mortgagor the attorney's fee and commissions 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 said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage, allowed as commissions aforesaid, which said expenses, costs and commission 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 privilege 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 privilege, 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 perated, 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 FOUR THOUSAND 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

CATHERINE F. WALKER (SEAL)

TESTE: W. IRVING WALKER (SEAL)

LIDA HOPKINS

STATE OF MARYLAND,
Queen Anne's County, to wit;

I hereby certify that on this seventh day of July, in the year One Thousand Nine Hundred and Twenty-Six before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Catherine F. Walker, and W. Irving Walker, her husband, the Mortgagors named in the aforegoing 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.

For the purpose of foreclosure, The Maryland-Virginia Joint Stock Land Bank of Baltimore does hereby assign the within mortgage to Charles H. Buck.

As witness the hand of the President of The Maryland-Virginia Joint Stock Land Bank of Baltimore, duly attested by the Secretary, with the Corporate Seal affixed this Second day of November, of the year Nineteen Hundred and thirty.

ATTEST:

B. H. ENGLE
SECRETARY

HUGH L. POPE
PRESIDENT.

Corporate
Seal's
Place.

Assignment filed Nov. 5th 1931, and recorded in Liber B. H. T. #5, folio 418, a Land Record Book for Queen Anne's Co.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENT
Filed Nov. 5th, 1931.

#11,989. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 7th. day of July, in the year nineteen hundred and twenty-six, 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-Six, by and between Catherine F. Walker, and W. Irving Walker, her husband, 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 TEN THOUSAND Dollars ($10,000), 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, 1926, for said principal sum of TEN THOUSAND ($10000) 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 THREE HUNDRED AND FIFTY DOLLARS and NO Cents each and a final payment of TWO HUNDRED AND NINETY-ONE Dollars and EIGHTY-SIX 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:

R 3 6 5 8 0

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 tract of land called "Lamberton" situate in the Seventh Election District of Queen Anne's County, Maryland, acquired by the said Catherine F. Walker by deed from Stephen E. Ford and George Warfield, Trustees, dated the 13th day of June, 1901, recorded among the Land Records of Queen Anne's County in Liber No. 2, folio 84, the said land containing three hundred and forty-two acres, one rood and twelve perches of land, and being parcel No. Five in a deed from Emily H. Ford to Catherine Ford, now Catherine F. Walker, dated the 14th day of May, 1889 and recorded among the said Land Records in Liber W. D. No. 3, folio 118, in which last mentioned deed the said land is more fully described, as follows, to-wit: Beginning for the same at a stone, the original beginning of the said tract, standing on the east side of a small branch and running thence with the divisional fence and the road from I. B. to the river road South one degree fifteen minutes west one hundred and fifty seven perches to a stone, thence with the road from I. B. to Chestertown north eighty eight degrees forty five minutes west two hundred and nine and a half perches to a stone at the end of the seventh line of said tract, thence with the eighth line of said tract North three degrees fifteen minutes east one hundred and forty three and two fifths perches to the James Stoops land now owned by James Baxter, thence North eighty nine degrees east ten perches to a stone the corner for said Baxter farm, thence with said land North five degrees fifteen minutes East one hundred and four and two fifty perches, thence North thirty eight degrees fifteen minutes west twenty six and a half perches to a stone in the said eighth line of Lamberton, thence with that line North three degrees fifteen minutes East fifty six and a half perches to a stone in the woods thence South eighty eight degrees forty five minutes East, one hundred and eighty four perches to the home line of a tract of land called "Shepeherds Hook", thence with that line reversed South fifty seven degrees West one hundred perches thence South thirty three degrees East sixty perches to a stone along the divisional fence, thence South forty one degrees fifteen minutes East seventy eight and two fifth perches to a stone thence North eighty five degrees forty five minutes East Eleven perches to the place of beginning.

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

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

AND IT IS HEREBY covenanted and agreed with said Bank that said party of the first part 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 the 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 miltiple 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 duly covenant to pay when legally demandable, But if any of the payments in the above described note as herein provided to be made, be not paid when due, or if the party of the first part shall permit any taxes, liens, 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 interests, the said Bank shall be entitled to receover of the mortgagor the attorney's fee and commissions 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 said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions 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 privilege for any mineral, coal, oil or other sub-surface or surface right or rights, or for any right or privilege other than for agriculture 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 privilege, 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 pay 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 FOUR THOUSAND 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 not which it is given to secure.

WITNESS the hands and seals of the said Mortgagors.

TESTE: Catherine F. Walker (SEAL)

Lida Hopkins. W. Irving Walker (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this seventh day of July in the year One Thousand Nine Hundred and Twenty-Six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Catherine F. Walker and W. Irving Walker, her husband, the Mortgagors named in the aforegoing 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 fifth day of November, in the year 1931, the following Assignment was brought to be recorded, to wit:-

For the purpose of foreclosure, The Maryland-Virginia Joint Stock Land Bank of Baltimore does hereby assign the within mortgage to Charles H. Buck.

As Witness the hand of the President of The Maryland-Virginia Joint Stock Land Bank of Baltimore, duly attested by the Secretary, with the Corporate Seal affixed this Second day of November, of the year Nineteen Hundred and Thirty.

ATEST: Hugh L. Pope, PRESIDENT.

B. H. Engle, SECRETARY

Corporate Seal's Place.

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

I HEREBY CERTIFY, that the aforegoing is truly take and copied from Liber B. H. T. #5, folios 413, etc., a Land Record Book for Queen Anne's County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 5th. day of November, A. D. nineteen hundred and thirty one.

B. HACKETT TURNER
C L E R K.

Seal's Place.

STATEMENT OF MORTGAGE DEBT
Filed Nov. 3, 1932.

CHARLES H. BUCK, ASSIGNEE OF MORTGAGE	#	IN THE CIRCUIT COURT FOR
	#	QUEEN ANNE'S COUNTY
vs.	#	IN EQUITY
CATHARINE F. WALKER, and W. IRVING WALKER, her husband.	#	Case "A"

#2882, Chancery Dkt. B. H. T. 1, folio 137.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The Maryland-Virginia Joint Stock Land Bank of Baltimore and Charles H. Buck, Assignee, under the Mortgage from Catharine F. Walker, and W. Irving Walker, her husband, to The Maryland-Virginia Joint Stock Land Bank of Baltimore, dated July 1st, 1926, and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 5, folio 413,-

To amount of principal	$9,426.80
To interest @ 6% from July 1st, 1931 to November 7th, 1932	765.14
To advances for operation	325.00
	$10,516.94
Less Amount paid on account	84.49
Total	$10,432.45

CHAS. H. BUCK
ASSIGNEE OF MORTGAGE.

THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE

By,

CHAS. J. HANZLIK
TREASURER.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY,-that on this 1st day of November, in the year one thousand, nine hundred and thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared CHARLES H. BUCK, Assignee as aforesaid, and made oath that the aforegoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS,-my hand and notarial seal.

POWELL VICKERS
NOTARY PUBLIC.

Notary Public Seal.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY, - that on this first day of November, in the year one thousand, nine hundred and thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES J. HANZLIK, the Treasurer of THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK OF BALTIMORE and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS, - my hand and notarial seal.

ANNA D. SPILMAN.
NOTARY PUBLIC.

Notary Public Seal.

::::::::::::::::::::::::::::::::::::

F385 80

CERTIFIED COPY OF BOND
Filed Nov. 3rd, 1932.

Queen Anne's County, to wit: Be it remembered that on the third day of November, in the year 1932, the following Bond was filed for record, to wit:-

Circuit Court of Queen Anne's County, in Equity.

KNOW ALL MEN BY THESE PRESENTS: that we, Charles H. Buck, of Baltimore, Maryland, as principal, and the Seaboard Surety Company of New York, New York, as surety, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten thousand dollars, 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 26th. day of October, in the year of our Lord, nineteen hundred and thirty two.

WHEREAS, the above bounden Charles E. Buck, by virtue of the power and authority contained in a mortgage from Catherine F. Walker and W. Irving Walker, her husband, to the Maryland-Virginia Joint Land Bank of Baltimore, dated the 1st. day of July, 1926, and duly recorded among the mortgage records of Queen Annes County, in Liber B. H. T. No. 5, folio 413, etc (default having occurred thereunder) and being duly assigned to Charles H. Buck, the assignees will sell at Public auction at the Court House door, Centreville, Queen Anne's County, Maryland.

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

Witness: Chas. H. Buck (SEAL)

Virginia McAllister
Attest as to Surety:
Rosa B. Voelcker

Seal's Place

Seaboard Surety Company (SEAL)
80 John Street, New York, N.Y.
By C. Bradclerk Jones.
Resident Vice-President.
By Fred A. Kennedy
Resident Asst. Secretary,
406 Water Street, Baltimore, Md.

And on the back of the aforegoing Bond was thus endorsed, to wit:
Securety approved and Bond filed Nov. 3rd. 1932.

B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 214, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 3rd. day of November, in the year 1932.

Seal's Place.

B. Hackett Turner Clerk.

REPORT OF SALE
Filed Nov. 18, 1932.

CHARLES H. BUCK, ASSIGNEE	#	IN THE CIRCUIT COURT FOR
vs.	#	QUEEN ANNE'S COUNTY
CATHERINE F. WALKER and W. IRVING WALKER, her husband	#	In Equity
	#	Case "A"

(Mortgage dated July 1st, 1926 and recorded in Queen Anne's Co., in Liber B. H. T. No. 5, folio 413).

T H E,-Report of Sale of Charles H. Buck, Assignee, made in the exercise of the power and authority vested in him by virtue of the mortgage referred to and filed in the above entitled cause, respectfully shows:

T H A T,-default having occurred in said mortgage, after having given bond with security for the faithful performance of his trust, which was duly approved and after having complied with all otherprerequisites as required by law and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Centreville Observer," a newspaper published in Queen

Anne's County, for more than twenty days before the sale, he did, pursutant to said notice, attend at the Court House Door, at Centreville, Maryland, on Monday, November 7th, 1932, at 1:00 P. M., and then and there proceeded to sell said property described in said mortgage, that is to say:

T H E,-undersigned offered at public sale to the highest bidder, the property mentioned in said mortgage, being a farm containing three hundred and forty-two acres, more or less, located in the Seventh Election District of Queen Anne's County, four and one-half miles Northeast of Churchil, and known as the "Walker Farm," and more particularly described or referred to in the advertisement of sale, a copy of which is hereto attached and made a part hereof and did then and there sell the fee simple property described in said advertisement of sale unto the Maryland-Virginia Joint Stock Land Bank of Baltimore, at and for the sum of Four Thousand Dollars ($4,000.00), it being the highest bidder therefor.

All of which is respectfully submitted.

CHAS. H. BUCK
Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY,-that on this 16th day of November, in the year one thousand, nine hundred and thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES H. BUCK, ASSIGNEE as aforesaid, and made oath in due form of law that the matters and facts stated in the aforementioned Report of Sale, are true to the best of his knowledge and belief and that the sale reported was fairly made.

AS WITNESS, - my hand and notarial seal.

WILLIAM HENRY SCHAEFER
Notary Public.

Notary
Public
Seal.

Filed Nov. 18th, 1932.

CERTIFICATE OF ADVERTISEMENT
OF SALE
Filed Nov. 18, 1932.

ELMER M. HARPER, Solicitor
Munsey Building
Baltimore, Maryland

ASSIGNEE'S SALE
very valuable improved
FARM PROPERTY

with water front and public wharf on
premises

Containing

342 ACRES MORE OR LESS
known as
"WALKER FARM"
(Now occupied by W. Irving Walker) Located 4½ Miles
Northeast of Church Hill

Under and by virtue of the power and authority contained in a mortgage from Catherine F. Walker and W. Irving Walker, her husband to The Maryland-Virginia Joint Land Bank of Baltimore, dated the 1st day of July, 1926, and duly recorded among the Mortgage Records of Queen Annes County in Liber B. H. T. No. 5, folio 413, etc., (default having occurred thereunder), and being duly assigned to Charles H. Buck, the undersigned Assignee will sell at public auction, at the Court House Door, Centreville, Queen Annes County, Maryland, on

MONDAY, NOVEMBER 7, 1932
AT 1 P. M.

The following described property situated in the county herein mentioned and described as follows:

Liber 3850

All that tract of land called "Lamberton" situate in the Seventh Election District of Queen Annes County, Maryland, acquired by the said Catherine F. Walker by deed from Stephen E. Ford and George Warfield, Trustee, dated the 13th day of June, 1901, recorded among the Land Records of Queen Annes County in Liber No. 2, folio 84, the said land containing three hundred and forty-two acres, one rood and twelve perches of land, and being parcel No. Five in a deed from Emily H. Ford to Catherine F. Walker, dated 14th day of May, 1889 and recorded among the said Land Records in Liber W. D. No. 3, folio 118, in which last mentioned deed the said land is more fully described, as follows, to wit: Beginning for the same at a stone, the original beginning of the said tract, standing on the east side of a small branch and running thence with the divisional fence and the road from I. B. to the river road South one degree fifteen minutes west one hundred and fifty seven perches to a stone, thence with the road from I. B. to Chestertown north eighty eight degrees forty five minutes West two hundred and nine and a half perches to a stone at the end of the seventh line of said tract, thence with the eighth line of said tract North three degrees fifteen minutes east one hundred and forty three and two fifths perches to the James Stoops land now owned by James Baxter, thence North eighty nine degrees east ten perches to a stone the corner for said Baxter farm, thence with said land North five degrees fifteen minutes East one hundred and four and two fifty perches, thence North thirty eight degrees fifteen minutes west twenty six and a half perches to a stone in the said eighth line of Lamberton, thence with that line North three degrees fifteen minutes East fifty six and a half perches to a stone in the woods thence South eighty eight degrees forty five minutes East, one hundred and eighty four perches to the home line of a tract of land called "Shepherds Hook," thence with that line reversed South fifty seven degrees West one hundred perches thence South thirty three degrees East sixty perches to a stone along the divisional fence, thence South forty one degrees fifteen minutes East seventy eight and two fifth perches to a stone thence North eighty five degrees fofty five minutes East Eleven perches to the place of Beginning. Improvements consist of FRAME HOUSE, BARN AND OTHER OUTBUILDINGS. This is an excellent producing farm with 275 Acres tillable and balance in woodland. In fee simple.

TERMS OF SALE-One-third cash; balance in six and twelve months, or all cash as the purchaser may elect at time and place of sale; credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned, Assignee. A cash deposit of $1,000 will be required of the purchaser at time and place of sale. Taxes and all other expenses, to be adjusted to day of sale.

CHARLES H. BUCK, Assignee.

E. T. NEWELL & CO., Aucts.

THE CENTREVILLE OBSERVER

Centreville, Md., November 18 1932

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of The Maryland-Virginia Joint Land Bank of Baltimore, vs. Catherine F. Walker and W. Irving Walker 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 13th day of October, 1932, being more than twenty days before the seventh day of November 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

Filed Nov. 18, 1932.

N I S I

Charles H. Buck, Assignee VS. Catherine F. Walker and W. Irving Walker, her husband	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 2882.

ORDERED, This 18th. day of November A. D., 1932, that the sale of the real estate made and reported in this cause by Charles H. Buck, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. day of January next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 26th. day of December next.

The Report states the amount of sales to be $4,000.00.

B. HACKETT TURNER Clerk.

Filed Nov. 18th, 1932.

Certificate of publication od Order Nisi

Nisi. CHARLES H. BUCK, Assignee
vs.
Catherine F. Walker and W.
Irving Walker, her husband

In The Circuit Court For
Queen Annes County
In Equity.
Chancery No.2882

ORDERED, This 18th day of November A. D., 1932, that the sale of the real estate made and reported in this cause by Charles H. Buck, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of January, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Annes County, Maryland, once in each of four successive weeks before the 26th day of December next.

The Report states the amount of sales to be $4,000.00.

B. Hackett Turner, Clerk.

True Copy Test:-
B. Hackett Turner, Clerk
Filed November L8th, 1932.

THE CENTREVILLE OBSERVER

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the sase of Chas. H Buck, Assn vs. Catherine F. Walker and W. Irving Walker, her husband 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, Maeyland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 24th day of November, 1932 being more than twenty days before the 26th. day of December 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G. Durney

FINAL ORDER OF RATIFICATION

Charles H. Buck,
Assignee
vs.
Catherine F. Walker and
W. Irving Walker, her husband

CAUSE NO. 2882.

Final Order Of Ratification.

ORDERED, this 25th day of February, 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 sale of the real estate made by Charles H. Buck, Assignee of Mortgage, and reported in the above entitled proceedings, be and the same is hereby finally ratified, and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been duly given as required by the preceding order nisi passed in this cause; and the said Assignee of Mortgage 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.

Thomas J. Keating

REPORT AND ACCOUNT OF THE
AUDITOR.
Filed March 6th, 1935.

In the Circuit Court for Queen Annes County, in Equity.

Charles H. Buck,
Assignee of Mortgage,

vs.

Catherine F. Walker and
W. Irving Walker, her
husband,

Cause No. 2882.

To the Honorable, the Judges of said Court:

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

It appears from the proceedings of this cause that the same were instituted for the collection of a mortgage debt by sale of mortgaged real estate under the power of sale contained in the mortgage described in this cause, and it appears that the proceeds of the mortgage sale are not sufficient after the deduction of the costs and expenses to pay the amount of the mortgage debt due on the day of sale in full.

Charles H. Buck, the plaintiff of this cause, is the party making the sale mentioned in this cause and in the within account stated by the auditor he is charged with the gross p proceeds of the sale made and reported by him and then thereout the following allowances have been made:
Unto the said Charles H. Buck as vendor his commissions of 5% per centum of the gross sale and his fee of $25.00, both for making the sale as provided for by the mortgage; the cost of his bond filed herein; the cost of advertising the sale and order nisi thereon; the cost of advertising the order nisi to be passed as to this audit; the court costs of the cause; the charges of the auctioneer for crying the sale; state and county taxes on the property sold for years 1930, 1931 and also for year 1932 in part in accordance with terms of sale; one-half the costs of the stamps required for deed to purchaser per terms of sale;
Unto Madison Brown, the auditor, his fee.
Unto Charles H. Buck, as assignee of the mortgage, the balance of the amount so charged to him less the laaowances mentioned in part payment of the mortgage

H38580

debt as of the day of sale .

The auditor attaches to the account a statement between Catherine F. Walker, mortgagor, and Charles H. Buck, as assignee, showing the amount due by her to him on account of the mortgage debt on the day of the sale and after application to the debt of the net proceeds of sale of this cause.

Which is respectully submitted.

Madison Brown
Auditor

March 1, 1935.

Filed March 6th, 1935

Cause No. 2882.

The proceeds of the sale of the real estate of Catherine F. Walker, (the mortgagor owner making the mortgage of this cause) called or known as "THe Walker Farm"and also as "Lamberton" sold in the Proceedings of this cause, in account with Charles H. Buck, assignee of said mortgage and as such the party making the sald reported in this cause.

	DR.	CR,
By amount brought for ward.	$378.25	$4,000.00

DR.

To do., forramount of state and county taxes onland sold paid to
F. C. Stevens, treas., for year 1930.$259.00
A. Q. Skinner, treas.,for year 1931 $ 245.25
A. Q. Skinner,treas., for year1932 177.60
per receipt bills exhibited. . . .$681.85 681.85

To Madison Brown, auditor, for stating this account, the sum of 9.00

To Charles H. BUck, assignee of said mortgage, on account of his mortgage claim due on day of sale, this balance, to wit:. 2,930.90

$ 4,000.00 $4,000.00

STATEMENT OF DEBT.

Catherine F. Walker, mortgagor,
to
Charles H. Buck, assignee DR

1932
Nov. 7 To amount of mortgage debt due said assignee on this date prior to sale under mortgage given by her dated Jul 1, 1926, (described in this cause), per mortgage statement filed $10,432.45

CR.

By net proceeds of sale of this cause. 2,930.90

DR. To balance due by her to him bearing interest from November 7, 1932. . . . . $7,501.55

March 1, 1935.

Madison Brown
Auditor

Cause No. 2882.

The proceeds of the sale of the real estate of Catherine F. Walker, (the mortgagor owner makingnthe mortgage of this cause) called or known as"THe Walker Farm" and also as "Lamberton" sold in the proceeding of this cause, in account with Charles H. Buck, assignee of said mortgage and as such the party making the sale reported in this cause.

1932 CR
Nov.
7 By gross amount of said sale made this date per report of sale filed November 18, 1932, the sum of $4,000.00

" " DR.

To Charles H. Buck, party making said sale, for his commissions of 5per centum for making said sale, per terms of said mortgage, the sum of. . $200.00

To do., for his fee for making said sale per terms of said mortgage, the sum of 25.00

To do., for the costs or premium of his bond filed in this cause paid the corporate surety on said mond per receipted account for same exhibited, the sum of		30.00	
to do., for the costs of advertising in The Centreville Observer motice of sale and order Nisi thereon per receipted account for same ixhibited, the sum of		65.00	
To do., for the cost of advertising the order nisi to be passed as to this audit , the sum of ,.		2.50	
To do., for the court costs of this cause paid to the Cl erk of Court per his receipted statement, as follows:			
Cost of Wm. H. Carter, Clerk	$18.75		
Appear. fee of Elmer H. Harper.	10.00	28.75	
To do., for one-half of costs of revenue stamps for his deed to purchaser per terms of sale, the sum of . . ; . . . . ;		2.00	
To do., for the amount paid E. T. Newell & Co for crying sale made per receipted account for same exhibited, the sum of.		25.00	
To amount carried forward.		$378.25	$4,000.00

NISI RATIFICATION OF AUDIT

Charles H. Buck, Assignee of mortgage	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Catherine H. Walker and W. Irving Walter, her husband	)	IN EQUITY
	)	CASE NO. 2882

ORDERED, This 6th day of March in the year nineteen hundred and 35 that the Report and Account filed in these proceedings by Madison Brown auditor, be ratified and Confirmed, unless cause to the conrary thereof be shown on or before the 29th dayfof March 1935;provided a copy of this order be published once a week in each of two successive weeks before the 22nd, day of March 1935 in some newspaper printed and published in Queen Anne's County.

William H. Carter Clerk

Filed March 6th, 1935

#385 80

H3850

Chancery No. 2924.

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

WILLIAM R. HORNEY, Assignee of Mortgage, vs. WOLSEY J. MASSEY and EMMA MASSEY, his wife, Mortgagors.		In the Circuit Court for Queen Anne's County in Equity Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from Wolsey J. Massey and Emma Massey, his wife, to Georgia N. Boyer, bearing date the 20th day of January, 1908, and of the assignment thereof from Georgia N. Boyer to William R. Horney, bearing date the 21st day of May, 1932, said mortgage and assignment being recorded in Liber S. S. No. 4, folios 251, etc., a land record book for Queen Anne's County, State of Maryland.

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

And as in duty bound, etc.,

WM. R. HORNEY
Assignee of Mortgage.

Filed July 19th, 1932.

CERTIFIED COPY OF MORTGAGE
Filed July 19, 1932.

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

THIS MORTGAGE, made this twentieth day of January, in the year nineteen hundred and eight (1908) by Woolsey J. Massey and Emma Massey, his wife, of Queen Anne's County, in the State of Maryland,

WHEREAS, the said Woolsey J. Massey is justly indebted unto Georgia N. Boyer, of said County, in the full sum of one thousand dollars, for the amount of money this day loaned and advanced by her to him, for which said sum the said Woolsey J. Massey has drawn and passed to the said Georgia N. Boyer his promissory note for the sum of one thousand dollars bearing even date with this mortgage, and payable to her order at The Centreville National Bank of Maryland on February first, nineteen hundred and ten (1910); and for the interest to accrue on said sum so loaned he has drawn and passed to her his four other several promissory notes, each bearing even date with this mortgage, and for the sum of thirty dollars, and payable to the order of the said Georgia N. Boyer at the Centreville National Bank of Maryland, as follows, one on August 1st. 1908, one on February 1st. 1909, one On August 1st. 1909, and the other on February 1st. 1910; all of said notes being endorsed with the words written across the face "Secured by mortgage of even date."

And whereas it was a condition precedent to said loan this mortgage should be given to secure the sum so loaned, the interest to accrue thereon and the covenants and conditions of this mortgage.

NOW THIS MORTGAGE WITNESSETH, that in consideration of premises and of said sum of one thousand dollars, the said Woolsey J. Massey and Emma Massey, his wife, do hereby grant and convey unto the said Georgia N. Boyer, her heirs and assigns, in fee simple,
All that lot, tract, or part of a tract of land situate, lying and being in the Second election district of Queen Anne's County aforesaid, on the south side of the public road leading from Price's Station on Queen Anne's and Kent Railroad, to Roesville, adjoining the lands of Estella Powell, Oliver Newnam, Joseph Mullikin and Kames Brice, and which is more particularly described as follows, that is to say:
Beginning in the centre of the above named public road at the the extreme north-

western corner of this land (being a corner of the original tract known as "The Hendricks Farm") and where the same corners with the lands of the said James Brice, and running thence with said road south 58 degrees east, 14 perches, south 32 degrees 30 minutes west, 164 perches to a sweet gum tree in the lines of said Oliver Newnam, thence north 88 degrees, thirty minutes west forty two perches and six-tenths of a perch to the lands of Joseph Mullikin, thence north nine degrees, west sixty eight perches and one-tenth of a perch to the lands of the said James Brice, thence north fifty eight degrees, forty five minutes east, one hundred and fifty eight perches and eight tenths of a perch to the place of beginning, and containing fifty seven acres and thirty square perches of land, more or less. Being the same land granted and conveyed unto the said Woolsey J. Massey by the said Estella Powell, by deed dated 3 January, 1907, and recorded in Liber S. S. No. 2, fols. 349, &., a land record book of said county.

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

TO HAVE AND TO HOLD the aforesaid land and premises unto and to the proper use and benefit of the said Georgia N. Boyer, her heirs and assigns, forever.

Provided that if the said Woolsey J. Massey, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid to the said Georgia N. Boyer, her executors, administrators or assigns, the aforesaid sum of one thousand dollars and the interest to accrue thereon, as aforesaid, when and as the same shall become due and payable, as above set forth, and shall perform all the covenants 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 Woolsey J. Massey his heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property.

And the said Woolsey J. Massey, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the mortgage debt and interest intended to be secured hereby, all taxes and assessments, public dues and charges of every kind levied or assessed or that may be levied or assessed on said hereby mortgaged property, and all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either. But if default be made in payment of said mortgage debt, or the interest thereon to accrue, or any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt and all moneys owing hereunder or secured hereby shall be deemed due and demandable, and the said Georgia N. Boyer, her executors, administrators and assigns, or Madison Brown of said county their attorney or agent, are hereby authorized and empowered at any time after such default, to sell the property hereby mortgage, and to grant and convey the said property to the purcahser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the person making said sale may deem expedient, which said sale may be at public auction to the highest bidder, and for cash, or for cash and credit, at the option of the person making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, the premiums on any bond that may be filed among the proceedings by the person making the said sale, and a commission to the person making sale of said property equal to the commission allowed trustees for makinf sale of property by virtue of a Court having equity jurisdiction in the State of Maryland; second, to the payment of all claims of the said mortgagee, her personal representatives and assigns, under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

AND it is covenanted and agreed that after default be made in this mortgage and the foreclosure of this mortgage under the powers hereby granted shall be begun by the insertion of the advertisement or notice of sale in some newspaper as hereinbefore provided, the said mortgagee, her peesonal representatives or assigns, or Madison Brown, their said attorney, shall not be required to receive and accept the principal and interest of the said mortgage indebtedness in satisfaction thereof unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred for the said advertisement or notiye of sale, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed to trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County, in Equity, but the said sale may be proceeded with unless, prior to the said appointed therefor, legal tender be made by the mortgagor, his personal representatives or assigns, of the mortgage indebtedness, principal and interest, and the costs, expenses and commission aforesaid, which said costs, expenses and commission the said mortgagor for himself, his heirs, personal representatives and assigns covenants to pay to the person executing the said power of sale if tender of said mortgage indebtedness principal and interest be made prior to the sale.

And the waid Mortgagor does further covenant that he will neither do, nor suffer to be done, pending the existence of this mortgage, any act or thing whereby the said mortgaged land and premises may be depreciated or lessened in value.

M3580

Witness the hands and seals of the said Mortgagors:

Test: John H. Carter — Wolsey J. Massey (SEAL)

Emma Massey (SEAL)

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

I hereby certify that on this twentieth day of January, in the year nineteen hundred and eight, before the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Woolsey J. Massey and Emma Massey, his wife, and did each acknowledge the foregoing mortgage to be their respective act.

John H. Carter J. P.

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

I hereby certify that on this twentieth day of January, in the year nineteen hundred and eight (1908) before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Madison Brown, agent for Georgia N. Boyer and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth, and further made oath in due form of law that he is the agent of the said Georgia N. Boyer, and duly authorized to make the said oath as to the consideration in this mortgage.

John W. Tarmon, J. P.

Queen Anne's County, to wit:- Be it remembered that on the 19th. day of July, in the year nineteen hundred and thirty two, the following assignment was brought to be recorded, to wit:-

For value received, the promissory note secured by the within and aforegoing mortgage having been assigned unto William R. Horney, I, Georgia N. Boyer do hereby transfer and assign the said within and aforegoing mortgage unto the said William R. Horney for the purpose of collection by foreclosure or otherwise, with interest from the 1st. day of February, 1932.

Witness my hand and seal, this 21st. day of May, in the year nineteen hundred and thirty two.

Test: J. Frank Harper. — Georgia N. Boyer, (SEAL)

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

I hereby certify that the aforegoing is truly taken and copied from Liber S. S. No. 4, folio 251 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 19th. day of July, in the year 1932.

Seal's Place. — B. HACKETT TURNER Clerk.

CERTIFIED COPY OF BOND
Filed Aug. 13, 1932.

Queen Anne's County, to wit: Be it remembered that on the thirteenth day of August, in the year 1932, 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 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, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this thirteenth day of August, in the year nineteen hundred and thirty two.

WHEREAS, a certain mortgage from Wolsey J. Massey and Emma Massey, his wife, to Georgia N. Boyer, bearing date the 20th. day of January, 1908, and recorded in Liber S. S. No. 4, folios 251, etc. a land record book for Queen Anne's County aforesaid, was, by the said Georgia N. Boyer, duly assigned to the said William R. Horney, by assignment bearing date the 21st. day of May, 1932, and recorded among

said land records at the foot of said mortgage;-

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

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

Signed, sealed and delivered in the presence of:

Hilda T. Seward

Attest: Hilda T. Seward

William R. Horney (SEAL)

United States Fidelity and Guaranty Company.
By William R. Horney,
Irs attorney in fac. Seal's Place.

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

Security approved and Bond filed August 13th. 1932.

B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 1, fol. 201, 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 13th. day of August, in the year 1932.

Seal's Place.

B. HACKETT TURNER Clerk.

REPORT OF SALE
Filed Aug. 19, 1932.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

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

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

Cause No. 2924

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 the interest thereon covenanted to be paid by the terms of said mortgage at the times provided for the payment thereof, the said mortgage, being as follows, to wit: the mortgage from Wolsey J. Massey and Emma Massey, his wife, to Georgia N. Boyer, bearing date the 20th day of January, 1908, and recorded in Liber S. S. No. 4, folios 251, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by the said Georgia N. Boyer, duly assigned to the said William R. Horney, by assignment bearing date the 21st day of May, 1932, and recorded among said land records at the foot of said mortgage.

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 here-

inafter 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 16th day of August, 1932, between the hours of 1 and 2 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 and conveyed by said mortgage, that is to say: he then and there offered at public sale to the highest bidder, ALL that lot, tract, or part of a tract of land, (known as the "Massey Tract" of Oliver C. Newnam), situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the south side of the public road leading from Price's Station on the Queen Anne's and Kent Railroad (now the Pennsylvania Railroad), to Roesville, adjoining the lands of Estella Powell, Oliver C. Newnam, Joseph Mullikin and James Brice, and containing fifty seven (57) acres and thirty (30) square perches of land, more or less, and sold the same to Georgia N. Boyer, of Queen Anne's County aforesaid, at and for the sum of Seven Hundred and Fifty Dollars ($750.00), she being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Centreville Observer, a newspaper printed and published as aforesaid in Queen Anne's County aforesaid, 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 Assignee that the purchaser would be given possession upon the ratification of the sale by this Court; that the taxes for the year 1932 would be adjusted as of the day of sale, and all taxes due and in arrears would be paid by the Assignee; and that all title papers would be at the expense of the purchaser.

5. That the said Georgia N. Boyer has not yet complied with the terms of sale but has agreed to do so by paying the costs in full into the hands of said Assignee, she being the real owner of the aforesaid mortgage.

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 August, in the year nineteen hundred and thirty-two, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

B. HACKETT TURNER
Clerk.

Filed Aug. 19th, 1932.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Aug. 19, 1932.

ASSIGNEE'S SALE
Of a Valuable

SMALL FARM OR
TRACT OF LAND

Default having occurred in the mortgage from Wolsey J. Massey and Emma Massey, his wife, to Georgia N. Boyer, dated January 20th, 1908, and recorded in Liber S. S. No. 4, folios 251, etc., a land record book for Queen Annes County, Maryland, which said mortgage was assigned by the said Georgia N. Boyer to William R. Horney by assignment dated May 21st, 1932, and recorded at the foot of said mortgage, the undersigned assignee of said mortgage, by virtue of the powers of sale contained in said mortgages, will sell at public sale to the highest bidder in front of the Court House door, in the town of Centreville, Queen Annes County, Maryland, on TUESDAY, AUGUST 16, 1932 between the hours of 1 and 2 o'clock, P. M., the property conveyed by said mortgage, consisting of:

ALL that lot, tract, or part of a tract of land, (known as the "Massey Tract" of Oliver C. Newnam,) situate, lying and being in the Second Election District of Queen Annes County aforesaid, on the south side of the public road leading from Price's Station on the Queen Annes and Kent Railroad (now the Pennsylvania Railroad), to Roesville, adjoining the lands of Estella Powell, Oliver C. Newnam, Joseph Mullikin and James Brice, and containing

57 ACRES AND 30 SQUARE PERCHES OF LAND more or less.

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

WILLIAM R. HORNEY,
Assignee of Mortgages.

HARPER and HORNEY, Attorneys.
J. ELMER ANTHONY, Auct.

The property embraced in the three aforegoing advertisements, except the property in Price's Station, constitutes the entire Oliver C. Newnam farm lands, at present operated as one farm.

THE CENTREVILLE OBSERVER

Centreville, Md., August 19, 1932

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assignee of Mortgage, vs. Woolsey J. Massey and Emma Massey, his wife, Mortgagors a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 21st day of July, 1932, being more than twenty days before the 16th day of August, 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.

"EXHIBIT A". By BERTHA G. DURNEY

Filed Aug. 19th, 1932.

N I S I

William R. Horney, Assignee of Mortgage, vs. Wolsey J. Massey and Emma Massey, his wife, Mortgagors	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY No. 2924.

ORDERED, This 19th day of August A. D., 1932, 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 26th. day of October, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 26th day of September next.

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

Filed Aug. 19th. 1932. B. HACKETT TURNER Clerk.

STATEMENT OF MORTGAGE DEBT
Filed Oct. 22, 1932.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. WOLSEY J. MASSEY and EMMA MASSEY, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2924.

STATEMENT OF MORTGAGE DEBT

H3580

Statement of principal mortgage debt and interest owing as of the day of sale, under the mortgage from Wolsey J. Massey and Emma Massey, his wife, to Georgia N. Boyer, bearing date the 20th day of January, 1908, and recorded in Liber S. S. No. 4, folios 251, etc., a land record book for Queen Anne's County, State of Maryland, which said mortgage was duly assigned by the said Georgia N. Boyer unto the said William R. Horney by assignment bearing date the 21st day of May, 1932, and recorded at the foot of said mortgage.

Amount of the principal mortgage debt as evidenced by the principal mortgage note and the original mortgage attached hereto, to wit: ----------$1,000.00

Amount of interest on said mortgage debt from February 1st, 1932, (the date to which it was last paid) to th 16th day of August, 1932, (the date of the sale of the real estate made and reported in this cause),---------- 32.67

Total amount of principal mortgage debt and interest owing as of the said 16th day of August, 1932, ----------$1,032.67

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 thirty two, 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 aforegoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

B. HACKETT TURNER
Clerk.

Filed October 22nd, 1932.

THIS MORTGAGE, Made this Twentieth day of January, in the year nineteen hundred and eight, (1908) by Woolsey J. Massey and Emma Massey, his wife, of Queen Anne's County in the State of Maryland,

WHEREAS, the said Woolsey J. Massey is justly indebted unto Georgia N. Boyer, of said County, in the full sum of one thousand dollars, for the amount of money this day loaned and advanced by her to him, for which said sum the said Woolsey J. Massey has drawn and passed to the said Georgia N. Boyer his promissory note for the sum of one thousand dollars bearing even date with this mortgage, and payable to her order at The Centreville National Bank of Maryland on February first, nineteen hundred and ten (1910); and for the interest to accrue on said sum so loaned he has drawn and passed to her for his four other several promissory notes, each bearing even date with this mortgage, and for the sum of thirty dollars, and payable to the order of the said Georgia N. Boyer at The Centreville National Bank of Maryland, as follows: one on August 1st., 1908, one on February 1st., 1909, one on August 1st., 1909, and the other on February 1st., 1910; all of said notes being endorsed with the words written across the face "Secured by mortgage of even date".

And whereas it was a condition precedent to said loan this mortgage should be given to secure the sum so loaned, the interest to accrue thereon and the covenants and conditions of this mortgage.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and of said sum of one thousand dollars, the said Woolsey J. Massey and Emma Massey, his wife, do hereby grant and convey unto the said Georgia N. Boyer, her heirs and assigns, in fee simple,

ALL THAT all lot, tract, or part of a tract of land, situate, lying and being in the Second Election District of Queen Anne's County aforesaid, on the south side of the public road leading from Price's Station on Queen Anne's and Kent Railroad, to Roesville, adjoining the lands of Estella Powell, Oliver Newnam, Joseph Mullikin and James Brice, and which is more particularly described as follows, that is to say:
Beginning in the centre of the above named public road at the the extreme northwestern corner of this land (being a corner of the original tract known as "The Hendricks Farm"), and where the same corners with the lands of the said James Brice, and running thence with said road south 58 degrees east, 14 perches, south 32 degrees, 30 minutes, west, 164 perches to a sweet gum tree in the lines of said Oliver Newnam, thence north 88 degrees, thirty minutes, west, forty-two perches and six-tenths of a perch to the lands of Joseph Mullikin, thence north nine degrees, west sixty-eight perches and one-tenth of a perch to the lands of the said James Brice, thence north fifty-eight degrees, forty-five minutes, east, one hundred and fifty-eight perches and eight tenths of a perch to the place of beginning, and containing fifty-seven acres and thirty square perches of land, more or less.
Being the same land granted and conveyed unto the said Woolsey J. Massey by the said Estella Powell, by deed dated 3 January, 1907, and recorded in Liber S. S. No. 2, fols. 349 &., a Land Record Book of said county.

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

TO HAVE AND TO HOLD the aforesaid land and premises unto and to the proper use and benefit of the said Georgia N. Boyer, her heirs and assigns forever.

PROVIDED that if the said Woolsey J. Massey, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid to the said Georgia N. Boyer, her executors, administrators or assigns, the aforesaid sum of one thousand dollars and the interest to accrue thereon, as aforesaid, when and as the same shall become due and payable, as above set forth, and shall perform all the covenants 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 Woolsey J. Massey his heirs and assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property.

AND the said Woolsey J. Massey for himself, his heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the mortgage debt and interest intended to be secured hereby, all taxes and assessments, public dues and charges of every kind, levied or assessed or that may be levied or assessed on said hereby mortgaged property, and all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either.

BUT if default be made in payment of said mortgage debt, or the interest thereon to accrue, or any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt and all moneys owing hereunder or secured hereby shall be deemed due and demandable, and the said Georgia N. Boyer, her executors, administrators and assigns, or Madison Brown of said county, their Attorney or Agent, are hereby authorized and empowered, at any time after such default, to sell the property hereby mortgaged, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the person making said sale may deem expedient, which said sale may be at public auction to the highest bidder, and for cash, or for cash and credit, at the option of the person making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, the premiums on any bond that may be filed among the proceedings by the person making the said sale, and a commission to the person making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the payment of all claims of the said Mortgagee, her personal representatives and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor his personal representatives or assigns, or to whoever may be entitled to the same.

AND it is covenanted and agreed that after default be made in this Mortgage and the foreclosure of this Mortgage under the powers hereby granted shall be begun by the insertion of the advertisement or notice of sale in some newspaper as hereinbefore provided, the said Mortgagee, her personal representatives or assigns, or Madison Brown, their said Attorney, shall not be required to receive and accept the principal and interest of the said Mortgage indebtedness in satisfaction thereof unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred for the said advertisement or notice of sale, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage, and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the commission allowed to trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County in Equity, but the said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made by the Mortgagor, his personal representatives or assigns, of the Mortgage indebtedness, principal and interest, and the costs, expenses and commission aforesaid, which said costs, expenses and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants to pay to the person executing the said power of sale if tender of said Mortgage indebtedness, principal and interest, be made prior to the sale.

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

WITNESS the hands and seals of the said Mortgagors.

Test: WOOLSEY J. MASSEY (SEAL)

John H. Carter EMMA MASSEY (SEAL)

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

I HEREBY CERTIFY, That on this Twentieth day of January, in the year nineteen hundred and eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid personally appeared Woolsey J. Massey and Emma Massey his wife and did each acknowledge the foregoing mortgage to be their respective act.

JOHN H. CARTER J. P.

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

I HEREBY CERTIFY, That on this twentieth day of January in the year nineteen hundred and eight (1908) before the subscriber, a Justice of the peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appear-

No 3858

ed Madison Brown, agent for Georgia N. Boyer and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth, and further made oath in due form of law that he is the agent of the said Georgia N. Boyer, and duly authorized by her to make the said oath as to the consideration in this mortgage.

JOHN W. TARMAN J. P.

FOR VALUE RECEIVED, The promissory note secured by the within and aforegoing mortgage having been assigned unto William R. Horney, I, Georgia N. Boyer do hereby transfer and assign the said within and aforegoing mortgage unto the said William R. Horney for the purpose of collection by foreclosure or otherwise, with interest from the 1st day of February, 1932.

WITNESS my hand and seal, this 21st day of May, in the year nineteen hundred and thirty two.

TEST: GEORGIA N. BOYER (SEAL)

J. FRANK HARPER

Filed July 19th, 1932, and recorded in Liber S. S. No. 4, folios 254, a Land Record Book for Queen Annes County.

B. HACKETT TURNER, Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF ORDER NISI
Filed Oct. 29, 1933.

N I S I.

WILLIAM R. HORNEY, Assignee of
Mortgage.
vs.
WOLSEY J. MASSEY and EMMA MASSEY,
his wife, Mortgagors

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY. CHANCERY NO. 2924.

ORDERED, This 19th day of August, A. D., 1932, 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 26th day of October, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 26th day of September, next.

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

B. HACKETT TURNER, Clerk.
True Copy Test:-
B. HACKETT TURNER, Clerk.
Filed-Aug. 19th, 1932.

THE CENTREVILLE OBSERVER

Centreville, Md., October 29 1932

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assn. of Mortgage vs. Wolsey J. Massey and Emma Massey, his wife Mtgrs. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 25th day of August, 1932, being more than twenty days before the 26th day of September 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Oct. 29, 1933.

CLERK'S CERTIFICATE

I, B. Hackett Turner, Clerk, do hereby certify that no exceptions have been filed to the ratification of the sale reported in the aforegoing Report of Sale.

Dated- October 29th, 1932.

B. HACKETT TURNER
Clerk.

ORDER OF COURT
Filed Nov. 15, 1932.

WILLIAM R. HORNEY Assignee of Mortgage, vs. WOLSEY J. MASSEY and EMMA MASSEY, his wife, Mortgagors.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2924.

FINAL ORDER OF RATIFICATION

ORDERED, this 15th day of November, in the year nineteen hundred and thirty two, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that the sale of the real estate made by William R. Horney, Assignee of Mortgage, and reported in this cause be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been duly given as required by the preceding order nisi heretofore passed in this cause; and the said William R. Horney, Assignee as aforesaid, is allowed the usual commissions by this Court upon sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOMAS J. KEATING

Filed Nov. 15, 1932.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Dec. 17, 1932.

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

William R. Horney, assignee of mortgage, vs. Wolsey J. Massey and Edna Massey, his wife, mortgagors.	)	Cause No. 2924.

To the Honorable, the Judges of said Court:

I, Madison Brown, your auditor, do report unto Your Honors as follows:

I find that the proceedings of this cause were instituted by William R. Horney as the assignee of the mortgage mentioned in the cause for the collection of the mortgage debt named in said mortgage by a sale under the mortgage of the mortgaged property and that the sale, being had, did not produce enough to pay the mortgage debt.

The property was sold with the understanding that the taxes for year 1932 would be adjusted as of the day of sale, August 16, 1932, and that all taxes on the mortgaged property being in arrears to be paid out of the proceeds of sale. I have ascertained that part of the taxes for 1932 represented by that part of the year extending from first of the year to day of sale.

I have stated the within account by first charging the assignee as the vendor of the mortgaged property with the amount of the gross sale made by him per his report and have then thereout allowed him as follows:
His commissions for making the sale per terms of the mortgage, the Court costs of the cause, the cost of his bond, the charges of the auctioneer for crying the sale, cost of advertising the sale and the several orders nisi of the cause, taxes for years 1929, 1930 and 1931 on the mortgaged property paid by him as taxes in arrears at the time of the sale, the taxes for the year 1932 extending from first of year to day of sale and the fee of the auditor. The balance then remaining is the net proceeds applicable to the mortgage debt and is distributed to the assignee on account of the mortgage debt.

The auditor appends to the account the statement showing the amount due under the mortgage to the assignee after the application to the debt due on day of sale of the net proceeds of sale.

Which is respectfully submitted.

December 17, 1932.

MADISON BROWN
AUDITOR.

Cause No. 2924.

H38580

The proceeds of the mortgaged sale of the mortgaged real estate of Woolsey Massey, the party making the mortgage described in this cause, in account with William R. Horney, assignee of said mortgage, the person making the mortgage sale mentioned in this cause.

August 16, 1932. CR.

By amount of the gross sale mentioned, per report of sale filed August 19, 1932, to wit: the sum of $750.00

DR.

To William R. Horney, the person making the sale, for his commissions for so doing per the terms of the mortgage, to wit: the sum of . . . . . $ 51.25

To do., for Court costs of this cause per Bill of Costs of the Clerk of the Court, as follows: Cost of B.H. Turner, clerk, paid, per receipt exhibited, sum of $18.75
Appearance fee of Harper & Horney 10.00 28.75

To do., for the cost of his bond filed herein paid to the corporate surety thereon per account for same receipted by surety, exhibited, to wit: the sum of 10.00

To do., for the charge of J.E. Anthony, auctioneer, for crying the sale made per his receipt for same exhibited, to wit: sum of 5.00

To do., for the costs of advertising in the Centreville Observer, notice of sale, order nisi on sale and the order nisi to be passed as to this account, per account for same with receipt thereon exhibited, to wit: the sum of 56.25

To do., for the amount paid F. Clayton Stevens, late treasurer, for State and County taxes on property sold for year 1929 the sum of $34.91
for year 1930 the sum of 33.00 67.91
per tax statements receipted, exhibited,

To do., for the amount paid Anna Q. Skinner, Treasurer, for State and County taxes on land sold for year 1931 per her tax receipt for same receipted, exhibited 31.16

To do., for the amount paid Anna Q. Skinner, treasurer, for that part of the State and County taxes for year 1932 upon the property sold for that part of the year 1932 extending from beginning of year to day of sale, per tax statement receipted, exhibited, sum of 17.02

Amounts carried forward $267.34 $750.00

Cause No. 2924. DR. CR.

Amounts brought forward $267.34 $750.00

DR.

To Madison Brown, auditor, for stating this account, to wit: the sum of 4.50
$271.84

To William R. Horney, assignee of mortgage, on account of the mortgage debt due on the day of sale, this balance which is not sufficient to pay the debt in full 478.16

$750.00 $750.00

STATEMENT OF MORTGAGE DEBT.

1932
Aug.
16 Woolsey J. Massey, mortgagor, to William R. Horney, assignee of Mortgagor, DR.

To amount of mortgage debt due on the day of sale per statement of mortgage debt filed in this cause, to wit: sum of $1032.67

CR. By net sales brought down from above 478.16

DR. To balance due with interest from August 16, 1932 . . . . . $ 554.51

December 17, 1932.

MADISON BROWN
AUDITOR.

Filed December 17th, 1932.

NISI RATIFICATION OF AUDIT

William R. Horney Assignee of Mortgage VS. Wolsey J. Massey and Emma Massey, his wife.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE NO. 2924.

ORDERED, This 17th day of December in the year nineteen hundred and 32 that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of January 1933; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of January 1933 in some newspaper printed and published in Queen Anne's County.

Filed December 17th, 1932.

B. HACKETT TURNER Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Jan. 16, 1933

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY, Assignee of
Mortgage
vs.
WOLSEY J. MASSEY and EMMA MASSEY,
his wife.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY CASE NO. 2924.

ORDERED, This 17th day of December in the year nineteen hundred and thirty two that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th day of January, 1933; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of January, 1933 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk
True Copy Test:-
B. HACKETT TURNER, Clerk
Filed-December 17th, 1932.

THE CENTREVILLE OBSERVER

Centreville, Md. January 16, 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assn. of Mtg. vs. Wolsey J. Massey and Emma Massey a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 22d day of December, 1932, being more than two weeks before the 6th day of January 1932.

Filed Jan. 16th, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By BERTHA G. DURNEY

ORDER OF COURT
Filed Jan. 19, 1933.

FINAL ORDER RATIFYING AUDIT

ORDERED, this 18th 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 aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the

M3580

contrary thereof having been shown, although due notice appears to have been given as directed by the previous Nisi Ratification of Audit passed thereon in this cause, and William R. Horney, the Assignee of Mortgage in this cause, 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 ton the credit sales as the same has been or may hereafter be received by said Assignee.

THOMAS J. KEATING

Filed Jan. 19, 1933.

Brought forward from Page 160.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed July 28th, 1931.

NISI RATIFICATION OF AUDIT

John R. Benton, Mortgagee
VS.
James Schriver, William Schriver
George Schriver, Mortgagors.

In The Circuit Court For Queen Anne's County In Equity Case No. 2848.

ORDERED, This 16th day of June, in the 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 eleventh day of July, 1931, provided a copy of this order be published once a week in each of two successive weeks before the 3rd day of July, 1931 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy,
Test: B. HACKETT TURNER, Clerk.
Filed June 16th, 1931.

THE CENTREVILLE RECORD

CENTREVILLE, MD., July 28, 1931

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of John R. Benton, Mortgagees vs. James Shriver, William Shriver George Shriver, Mortgagors, #2848 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 3rd day of July in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

FINAL ORDER OF COURT
RATIFYING AUDIT.
Filed July 28th, 1931.

John R. Benton, Mortgagee	)	In the Circuit Court
VS	)	for
James Shriver, William Shriver, George E. Shriver, Mortgagors.	)	Queen Anne's County In Equity
	)	Chancery Cause No. 2848.

ORDERED this 28th day of July, 1931, by the Circuit Court for Queen Anne(s County, in equity, and by the authority thereof that the within and aforegoing report and account of John Palmer Smith, special auditor, be and the same is hereby finally ratified and confirmed, no objections having been filed thereto, although it appears that the Nisi Ratification of Audit was duly published in this cause and the mortgagee is directed to distribute the funds according to said audit, with a due proportion of interest collected thereon.

THOMAS J. KEATING

It having been called to the attention of the Court that the Special Auditor failed to notice a credit of $56.69 on the judgment in favor of W. E. Denny & Son and the erroneous allowance of said amount of said judgment is hereby directed, this 3rd day of August, 1931, to be paid to John R. Benton on account of his judgment.

THOMAS J. KEATING

Filed July 28th, 1931.

Carried forward to folio 605

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty-eighth day of July in the year nineteen hundred and Thirty-one, the following Petition was brought to be filed for record, to wit:

John R. Benton, Mortgagee vs James Shriver, William Shriver, George E. Shriver, Mortgagors,	In the Circuit Court for Queen Anne's County, in Equity Chancery Cause #2848.

To the Honorable, the Judges of said Court:

Your Petitioner, John R. Benton, by Edwin H. Brown, Jr., his attorney, respectfully sets forth:

That there will appear from these proceedings that the said John R. Benton, as mortgagee, sold property described therein and that he became the purchaser of said property, and that said sale has been duly reported and ratified by this Court.

Your Petitioner therefor prays this Honorable Court to appoint someone Trustee for the purpose of conveying all of the right, title, interest and estate of the parties to this cause to the said John R. Benton, purchaser of this property, said Trustee be not required to give any bond.

Respectfully submitted,

EDWIN H. BROWN JR.

John R. Benton, Mortgagee vs James Shriver, William Shriver, George E. Shriver, Mortgagors.	In the Circuit Court for Queen Anne's County In Equity Chancery Cause # 2848.

ORDERED, this 28th day of July, in the year nineteen hundred and thirty one, on the aforegoing Petition, that Edwin H. Brown, Jr., be and he is hereby appointed Trustee for the purpose of conveying all of the right, title, interest and estate of the parties to this cause, of, in and to the property described and sold in these proceedings, unto John R. Benton, the purchaser thereof and that said Edwin H. Brown, Jr., be and he is hereby directed to execute the proper deed to convey said interest as aforesaid, and that he be not required to give any bond. The Trustee to be satisfied however that all the purchase recording has been paid.

THOMASJ. KEATING.

H3580

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of November, in the year 1929, the following Application of the State Roads Commission of Maryland for Warrant to Sheriff formJury of Inquest, was filed for record, to wit:-

STATE OF MARYLAND.	In the Circuit Court for Queen Anne's County.
Vs.	
John P.Arrington and Missouri Arrington,his wife.	No. 1 Petitions, July Term, 1929.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of G.Clinton Uhl,Chairman, Howard Bruce and John K.Shaw, constituting the State Roads Commission of Maryland, created by and existing under an Act of the General Assembly of Maryland, acting in these preceedings for and in the name of the State off Maryland, by their attorneys, Thomas H. Robinson, Attorney-General, Robert H.Archer, Assistant Attorney-General and William R.Horney, Special Counsel, respectfully represents:

1. That the State Roads Commission cannot agree with John P.Arrington for the purchase, use and occupation of the following described land situate in Queen Anne's County, State of Maryland, said land being a part of the lot of land situate in the Fifth Election District of Queen Anne's County aforesaid, and lying on the left of the road leading from Queenstown to Wye Mills, which was granted and conveyed to the said John P.Arrington by Thomas Henry Dodd and Annie Maria Dodd, his wife, by deed bearing date the nineteenth day of January, nineteen hundred and three, and recorded in Liber J.E.G.No.4, folios 438 etc. a land record book for Queen Anne's County aforesaid, and wanted by the said State of Maryland for use as a state road, and for the construction and completion of the system of roads in said State, especially the state road leading from Queenstown to Wye Mills, in Queen Anne's County aforesaid, and necessary for such purpose, and which is rwquired by said State for public convenience and necessity, which said land is more particularly described by metes and bounds, courses and distances, to wit:-

All that lot or parcel of land forty (40) feet wide with the necessary slopes, the center line of which is described as follows: BEGINNING for the same at the point where the center line of the proposed road intersects the line dividing the propertyes of Howard E.Price and John P.Arrington, said point of intersection being opposite station 490+66 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled, "Plan and Profile of the proposed road from Wye Mills to Queenstown, Station 378+ 90 to Station 49+00 Contract #Q-51" and approved by H.D.Williar, Jr. Chief Engineer, September 3rd. 1929, and running thence north sixty seven degrees, twenty eight minutes West (N.67° 28' W.) five hundred seventy six (576) feet,more or less, to the Dudley Estate, containing fifty three one hundredths (53/100) acres,more or less.
All of which will appear by reference to the plat annexed hereto as a part hereof.

2. That the said land is and has veen by the State Roads Commission of Maryland found and determined to be desirable and necessary to the construction of a certain State road in Queen Anne's County, in the State of Maryland, running from Queenstown to Wye Mills, in said County, and for the completion of the system of improved roads of the State, and to carry out the purpose of the various acts passed in reference thereto.

3. That the said John P.Arrington owns, in fee simple, certain lands over which the said proposed road will pass in a course shown by the aforegoing plat and description and that said land is needed by the State Roads Commission for the construction, location and improvement of said road.

4. That the said John P.Arrington is married, his wife being the said Missouri Arrington, one of the defendants to this Petition.

5. That there are no liens either by way of mortgage or otherwise on said land of the said John P.Arrington, of which the land occupied by the proposed road above described is a part.

WHEREFORE application is hereby made to your Honors to issue your warrant under your hands and seals, directed to the Sheriff of Queen Anne's County, requiring him to summon a Jury of twenty inhabitants of said County, not related to the owner of said land, or in any wise interested in said land, to meet on the land to be valued and condemned as above described, on a day named in said warrant, not less than ten nor more than twenty days after the issuing of the same, to value the damages which the owner of said property will sustain by reason of the occupation of said land for the purposes aforesaid, according to the provisions of the laws of the State of Maryland.

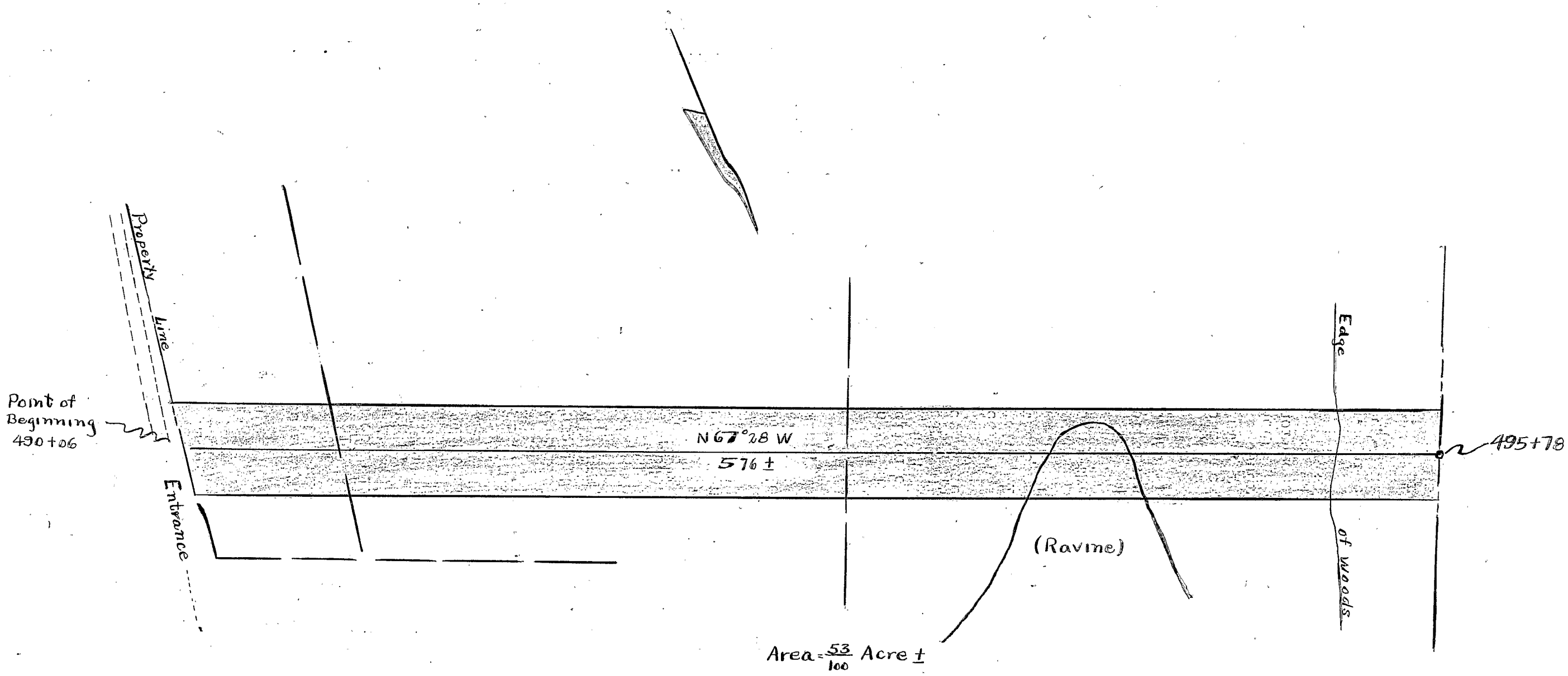
Thomas H.Robinson.
Attorney-General. WRH

Robert H.Archer.
Assistant Attorney-General WRH

William R.Horney.
Special Counsel.
(Attorneys for the State Roads Commission of Maryland)

Filed Nov. 2nd. 1929.

Property of
John Arrington
Queen Anne Co
Contr. No Q51
Scale 1" = 50'



M3858

Warrant to Sheriff to Summon a Jury of Inquest, filed Nov. 4th. 1929.

STATE OF MARYLAND VS. JOHN P.ARRINGTON and MISSOURI ARRINGTON,his wife.	In the Circuit Court for Queen Anne's County. No.1 Petitions, July Term, 1929.

WARRANT

To Frank Y.Whiteley, Sheriff of Queen Anne's County:

In pursuance of the above entitled application and the provisions of the laws of the State of Maryland, made and provided for the condemnation of property in such cases, you are hereby required to summon a jury of twenty inhabitants of Queen Anne's County, Maryland, qualified to act as jurors under the laws of the State of Maryland, not related to the parties, nor to the owner of said property, nor in any wise interested in said land, to meet on the land described in the application and the plat thereto annexed, at ten o'clock A.M. on the 20th day of November, 1929, and if at said time and place any of said jurors do not attend, you shall immediately summon so many persons similarly qualified as together with those in attendance shall make up twenty, and fom such panel the State of Maryland, as one party, may strike off four jurors, and the said John P. Arrington and Missouri Arrington, hismwife,as the other party, may strike off four jurors, and if either of said parties be not present either in person or by agent, or being present in person or by agent refuse to strike off, you, for the party or parties so absent or refusing to strike, shall strike off four jurors, and the remaining twelve shall act as the Jury of Inquest of Damages; and to each before he acts as Juror you shall administer an oath or affirmation that he will justly and impartially value the damages which the owner of the land will sustain by the use and occupation of the land described in the warrant and in the application and the annexed plat filed in these proceedings, required by the State Roads Commission of Maryland, and in estimating said damages he is to consider the special benefits which will accrue to the owner of the property by reason of the construction of said road, but only in the extinguishment of the claim for damages, and find whether or not the condemnation of said land is necessary and proper for the use of the State Roads Commission of Maryland for the use as a State Road of the State of Maryland.

And you will see that the Jury reduce their inquisition to writing and also sign and seal the same and return the same to the Clerk of the Circuit Court for Queen Anne's County, and this shall be your warrant therefor.

Witness my hand and seal, this 4th. day of November, 1929.

Thomas J.Keating. (SEAL)
One of the Judges of the
Circuit Court for Queen
Anne's County, Maryland.

Filed Nov. 4th. 1929.

NOTICE OF CONEDMNATION TO BE SERVED ON DEFENDANTS, filed Nov. 22nd. 1929.

November 4th. 1929.

To- John P.Arrington and Missouri Arrington, his wife.

You are hereby notified that application has been filed by the State Roads Commission of Maryland, on behalf of the State of Maryland, in the Circuit Court for Queen Anne's County, for the condemnation of a part of a lot of land owned by John P. Arrington, situate in Queen Anne's County, State of Maryland, and binding on the State Road leading from Queenstown to Wye Mills, for use as a portion of the State Road. A warrant has been issued to the Sheriff of Queen Anne's County directing him to summon twenty jurors to meet on the property at ten o'clock A.M. on the twentieth day of November 1929.

If you wish to take part in the proceedings you are hereby notified to be present in person or by agent or attorney.

A copy of the application and the warrant which give a full description of the property sought tombe condemned, are enclosed herewith.

Thomas H.Robinson.
Attorney-General. WRH

Robert H.Archer.
Assistant Attorney-General. WRH.

William R.Horney.
Special Counsel.

(Attorneys for State Roads
Commission of Maryland.)

SHERIFF'S RETURN.

I hereby certify that the within and aforegoing notice, together with a copy of the application and warrant therein mentioned, was served upon John P.Arrington and Missouri Arrington, his wife, and copies of said notice, application and warrant left with the said John P.Arrington and Missouri Arrington, his wife, this twelfth day of November, 1929.

Frank Y.Whiteley.
Sheriff of Queen Anne's County.

SHERIFF'S RETURN filed November 22nd. 1929.

State of Maryland.	(	In the Circuit Court
Vs.	)	for
John P.Arrington and Missouri Arrington,his wife.	(	Queen Anne's County.
	)	No.1 Petitions, July Term, 1929.

SHERIFF'S RETURN.

I HEREBY CERTIFY, that in obedience to the aforegoing Warrant, I summoned Clayton T.Cann, Erson R.Leaverton, Marion D.Mullikin, W.John Connolly, Charles W.Mullikin, John D.Connollt, Frank T.Faulkner, James Ferrick,Jr. Sudler C.Tolson, Melvin H. Robinson, A.Howard Johnson, W.C.Mitchell, John Cannon, Hill Anthony, Robert M. Hopkins, Sanford E.Spry, Harry P.Draper, W.Bedford Yates, Marshall Pratt and Edward Mears, a jury of twenty inhabitants of Queen Anne's County, in the State of Maryland, above the age of twenty five years, and qualified to act as Jurors under the laws of the State of Maryland, not related to the parties nor to the owner, nor in anywise interested in the land, and not a stockholder in any corporation interested in the land, to meet on the land described in the aforegoing application and the plat thereto annexed, onbthe twentieth day of November, in the year nineteen hundred and twenty nine, at ten o'clock A.M. and that all of said jurors attended.

And from the said panel, the State of Maryland, acting by and through the State Roads Commission of Maryland, struck off four jurors, and the said Defendants named in the aforegoing Warrant, by agent or attorney, struck off four jurors, and from those remaining on the list I selected twelve, namely, Clayton T.Cann,Erson R.Leaverton, Marion D.Mullikin, W.John Connolly, John D.Connolly, Sudler C,Tolson, Melvin H.Robinson, W.C. Mitchell, John Cannon, Hill Anthony, Harry P.Draper and W.Bedford Yates, to act as the jury of inquest of damages, and to each of said twelve persons, before he acted as a juror, I administered the following oath, first, requiring each of the said jurors to raise his right hand, to wit: "In the presence of Almighty God, you do solemnly promise and declare that you and each of you will justly and impartially value the damages which the owner or owners of the land will sustain by the use and occupation of the land described in the Warrant, and in the application and the annexed plat filed in these proceedings, required by the State Roads Commission of Maryland, and in estimating said damages you are to consider the special benefits which will accrue to the owner or owners of the property by reason of the construction of said road,,but only in the extinguishment of the claim for damages, and find whether or not the condemnation of said land is necessary and proper for the use of the State Roads Commission of Maryland for the use as a State road of the State of Maryland."

And I further certify, that the said jury, having met on the said land on the day named in said Warrant, to wit: on the twentieth day of November, in the year nineteen hundred and twenty nine, at the hour of ten o'clock A.M. considered the matter submitted to them, reduced their inquisition to writing, and did sign and seal the same; and I herewith return the said inquisition to the Clerk of the Circuit Court for said Queen Anne's County, in accordance with the provisions of the laws of the State of Maryland, providing for the condemnation of property for the use of the State of Maryland for the construction of State Roads.

And I do Further Certify that notice was given to John P.Arrington and Missouri Arrington, his wife, the owners of said real estate, of the day, hour and place of the meeting of said jury of inquisition as will appear by said notice herewith returned.

The execution of the within Warrant will fully appear by the inquisition annexed thereto and returned therewith.

In Testimony Whereof, I have hereunto set my hand and seal this twentieth day of November, in the year nineteen hundred and twenty nine.

Frank Y.Whiteley. (SEAL)
Sheriff of Queen
Anne's County,Maryland.

1385 80

INQUISITION filed Nov. 22nd. 1929.

State of Maryland,	(	In the Circuit Court for
Vs.	)	Queen Anne's County,
John P.Arrington and Missouria Arrington, his wife.	(	No.1, Petitions, July Term,1929.
	(	

INQUISITION

THIS INQUISITION, taken this twentieth day of November, in the year nineteen hundred and twenty nine, on application of the State of Maryland, acting by and through the State Roads Commission of Maryland, to the Honorable, the Judges of the Circuit Court for Queen Anne's County, and on the warrant of Thomas J.Keating, one of the Judges of the Circuit Court for Queen Anne's County, to value the land of John P.Arrington required by the said State of Maryland for use in perpetuity for the construction of a State road and completion of the system of roads in the State of Maryland, especially the State road leading from Queenstown to Wye Mills, and to ascertain whether such land is needed by the State of Maryland, acting by and through the State Roads Commission of Maryland, for the purpose aforesaid,,according to the provisions of the laws of the State of Maryland, made and provided for the condemnation of property, for the opening, closing, widening or straightening of highways.

WITNESSETH, that we, the jurors whose names are hrerto subscribed and seals affixed, none of whom is in anywise interested or related to any of the parties interested in said land, nor stockholders in any corporation interested in said land, being duly empaneled, and each of us before acting as jurors having been sworn and charged in the presence of Almighty God to justly and impartially value the land other property taken and other damages which the said John P.Arrington will sustain by the use and occupation in perpetuity of the property described in the application in these proceedings required by the State of Maryland for the constructiin of a State road of the State of Maryland, and whether said land is necessary and proper for the use of the State of Maryland for the purpose aforesaid, said land or parcel of land being described as follows, that is to say: All that lot or parcel of land situate in Queen Anne's County, State of Maryland, said land being a part of the lot of land situate, lying and being in the fifth election district of Queen Anne's County aforesaid, on the left of the road leading from Queenstown to Wye Mills, which was granted and conveyedto the said John P.Arrington by Thomas Henry Dodd and Annie Maria Dodd, his wife, by deed bearing date the nineteenth day of January, nineteen hundred and three, and recorded in Liber J.E.G.No.4, folios 438 etc. a land record book for Queen Anne's County aforesaid, and wanted by the said State of Maryland for use as a State road, and for the construction and completion of the system of roads in said State, especially the State road leading from Queenstown to Wye Mills, in Queen Anne's County aforesaid, and necessary for such purpose, and which is required by said State for public convenience and necessity, which said land is more particularly described by metes and bounds, courses and distances, to wit:-

All that lot or parcel of land forty (40) feet wide with the necessary slopes, the center line of which is described as follows: Beginning for the same at the point where the center line of the proposed road intersects the line dividing the properties of Howard E. Price and John P.Arrington, said point of intersection being opposite station 490+66 on plans on file in the office of the State Roads Commission, Baltimore, Maryland, said plans being entitled "Plan and Profile of the proposed road from Wye Mills to Queenstown, Station 378+ to Station 49+00 Contract #Q-51, and approved by H.D.Williar, Jr. Chief Engineer, September 3rd. 1929, and running thence north sixty seven degrees, twenty eight minutes west, (N.67° 28'W.) five hundred seventy six (576) feet, more or less, to the Dudley Estate, containing fifty three one hundredths (53/100) acres, more or less.

All of which will appear by reference to the plat annexed to and accompanying the application and which is made a part of these preceedings; together with the rights, privileges, easements and appurtenances belonging to or appertaining to said lot of ground, which parcel of ground is more particularly described and shownnon the plat aforesaid.

DO FIND that said land is needed by the State of Maryland for the construction of the State road, and we do find and assess and value the damages which the said owner of said property, John P.Arrington, will sustain by the use and occupation of,the above described land by the State of Maryland in perpetuityffor the purposes aforesaid, at the sum of Twelve hundred dollars ($1200.00)

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, the day and year first above written:-

Clayton T.Cann.	(SEAL)
W.C.Mitchell.	(SEAL)
W.J.Connolly.	(SEAL)
Sudler C.Tolson.	(SEAL)
Wm.B.Yates.	(SEAL)
Hill Anthony.	(SEAL)
John Cannon.	(SEAL)
Marion D.Mullikin.	(SEAL)
J.D.Connolly.	(SEAL)
Melvin C.Robinson.	(SEAL)
Erson R.Leaverton.	(SEAL)
H.P.Draper.	(SEAL)

Nisi Order of Court filed December 20th. 1929.

State of Maryland. Vs. John P.Arrington and Missouri Arrington, his wife.	)	In the Circuit Court for Queen Anne's County. No. Petitions, Term, 1929.

NISI ORDER OF COURT.

It appearing to the Court that the Sheriff has returned the inquisition and other proceedings in the matter of the application of the State Roads Commission of Maryland for the acquisition by and for the State of Maryland of fifty three one-hundredths (53/100) acres of land,more or less; for the purpose of a State road, to this Court, IT IS THEREFORE, by the Circuit Court for Queen Anne's County, and by the authority of said Court, ADJUDGED and ORDERED, this 19th. day of December, 1929, that the inquisition found by the jury in the matter of the State of Maryland against John P.Arrington and Missouri Arrington, his wife, so filed in this Court, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. day of January, 1930 provided a copy of this order be served on the defendants or their attorneys of record, on or before the 30th. day of December, 1929.

Thomas J.Keating.

Filed December 20th. 1929.

Copy of Order Nisi to be served and returned by the Shff, filed December 28/29.

State of Maryland. Vs. John P.Arrington and Missouri Arrington,his wife.	)	In the Circuit Court for Queen Anne's County. No. Petitions Term , 1929.

Nisi Order of Court.

It appearing to the Court that the Sheriff has returned the inquisition and other proceedings in the matter of the application of the State Roads Commission of Maryland for the acquisition by and for the State of Maryland of fifty three one-hundredths (53/100) acres of land,more or less, for the purpose of a State road, to this Court, IT IS THEREFORE, by the Circuit Court for Queen Anne's County, and by the authority of said Court, ADJUDGED and ORDERED, this 19th. day of December, 1929, that the inquisition found by the jury in the matter of the State of Maryland against John P.Arrington and Missouri Arrington,his wife, so filed in this Court, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. day of January, 1930, provided a copy of this order be served on the defendants, or their attorneys of record, on or before the 30th. day of December, 1929.

Thomas J.Keating.

Filed December 20th. 1929.

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

I HEREBY CERTIFY, that I served the above Order Nisi on John P.Arrington, and Missouri Arrington, his wife, by reading the same to them and leaving a copy thereof with them, on the 28th. day of December, nineteen hundred and twenty nine.

Frank Y.Whiteley.
Sheriff.

Service of above order admitted by J.H.C.Legg, attorney for John P. Arrington and Missouri Arrington, his wife, on the 28th. day of December, 1929.

J.H.C.Legg.
Attorney for John P. and
Missouri Arrington,his wife.

H3858

Consent for immediate ratification
filed January 14th. 1930.

State of Maryland,	(	In the Circuit Court
Vs.	)	for
John P.Arrington and Missouri Arrington,his wife.	(	Queen Anne's County.
	)	No. Petitions, July Term, 1929.

CONSENT TO RATIFICATION

We, Hohn P.Arrington and Missouri Arrington, his wife, do hereby consent to the immediate ratification by the Circuit Court for Queen Anne's County of the inquisition found by the jury under the proceedings in the above entitled case and returned by the Sheriff of Queen Anne's County to said Court with his warrant, on the 20th. day of November, 1929, without requiring the usual order nisi, by which said inquisition said jury did find and assess and value the damages which we, the said John P.Arrington and Missouri Arrington, his wife, would sustain by the use and occupation in perpetuity of the land described in said inquisition and other proceedings in this case as containing fifty three obe-hundredths (53/100) of an acre of land,more or less, at the sum of Twelve Hundred doldalr ($1,200.00)

his
John P. X Arrington.
mark

Witness: Nadine Arrington. Missouri Arrington.

Order of Court Ratifying Inquisition.
Filed January 28th. 1930.

State of Maryland,	(	In the Circuit Court
Vs.	)	for
John P.Arrington and Missouri Arrington,his wife.	(	Queen Anne's County.
	)	No.1 Petitions, July Term, 1929.

ORDER OF RATIFICATION.

IT IS, by the Circuit Court for Queen Anne's County, and by the authority of said Court, ORDERED, this 28th.day of January, 1930, that the Inquisition of the Jury returned by the Sheriff in the above entitled matter on the twentieth day of November, 1929, be and the same is finally ratified and confirmed; the defendants having assented in writing to the immediate ratification thereof.

Lewin W.Wickes.

Fred R. Owens, Appellee
vs
John H. Holliday

Be it remembered that on the Ninth day of June, in the year Nineteen Hundred and thirty-one, Fred R. Owens, Appellee, filed in our Court here, on the side thereof, his bond, which is in the words & following to wit:

Bond

Queen Anne's County, to wit: Be it remembered that on the ninth day of June, in the year 1931, the following Bond was filed for record, to wit:

Know all men by these presents: That We, Fred R. Owens, of Caroline County, State of Maryland, and the Fidelity and Deposit Company of Maryland, a body Corporate duly incorporated under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Hundred dollars, current money of the United States, to be paid to the State of Maryland or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 5th day of June, in the year of our Lord One thousand nine hundred and thirty one.

Whereas, the above bounden Fred R. Owens by virtue of the power contained in a mortgage from John H. Hollyday & Frances P. Hollyday, his wife, to Fred R. Owens, bearing date the 2nd day of September, 1924, and recorded among the land records of Queen Anne's County, in Liber B.H.T. No. 12, folio 288 &c. and which said mortgage has been assigned to the said Fred R. Owens for collection, which said assignment is duly recorded at the foot of said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants thereon contained. Now the condition of the above obligation is such, that if the above bounden Fred R. Owens do and shall well and truly and faithfully perform the trust proposed 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 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 Martha Beck.
As to Surety: M. L. Mattingly.

Fred R. Owens (Seal)
Fidelity and Deposit Company of Maryland
by A. L. Janness (Seal)

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 1, fol. 154, a Bond record book for Queen Anne's County.

Cler Cit Seals Place

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 9th day of June, in the year 1931.

B. Hackett Turner, Clerk

And on the Ninth day of June in the year Nineteen Hundred and thirty One, the following Certified Copy of Mortgage was filed for record among these proceedings, to wit:

10,844. Queen Anne's County, to wit:

Be it remembered that on the fifth day of September, in the year nineteen hundred and twenty four, the following mortgage and assignment was brought to be recorded, to wit:-

This Mortgage made this second day of September, in the year nineteen hundred and twenty four by John H. Hollyday and Frances P. Hollyday, his wife, both of Queen Anne County, State of Maryland.

Whereas, the said John H. Hollyday and Frances P. Hollyday are now due and owing Fred R. Owens of Caroline County, State of Maryland, the full sum of Eight hundred and eighty dollars, to be paid with interest half yearly at six percent per annum at the expiration of three years from date of these presents to secure the payment of which said sum with interest as aforesaid, these presents are executed. Now, Therefore, this mortgage witnesseth, that in consideration of the premises and of the sum of one dollar, the said John H. Hollyday and Frances P. Hollyday do hereby grant and convey unto the said Fred R. Owens, his heirs and assigns in fee simple, all that tract or parcel of land situate, lying and being in the first Election district of Queen Anne's County, State of Maryland, on the right side of the public road leading from Everett's Corner to Jane's Cross Roads, adjoining the Daily lands, property of Bush Church and contained one hundred acres of land, more or less. Being same property devised by Isaac Holliday to John H. Hollyday as well appears by reference to the last will and testament of said Isaac Hollyday dated November 1st 1865 and recorded in Will Record Liber J.T.B. No. 1 folio 415 and which said property was deeded to said John H. Hollyday and Frances P. Hollyday as tenants by the entireties, see deed in Liber J.B. No. 3, folio 58 a Land Record for Queen Anne County, Together with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, To have and to hold the land and premises above granted and conveyed to the proper use and benefit of the said Fred R. Owens, his heirs and assigns forever in fee simple. Provided, that if the said John H. Hollyday and Frances P. Hollyday their heirs or assigns shall pay or cause to be paid to the said Fred R. Owens, his personal representatives or assigns, said principal and interest at the time limited for the payment of the same and shall perform all covenants herein on his or their part to be performed, then this mortgage shall be void.

It is agreed that until default be made in the premises, the said John H. Holliday and Frances P. Hollyday, their heirs or assigns shall possess said land and premises, said John

John H. Holly day and Frances P. Holly day, their heirs or assigns shall possess said land and premises, the John H. Holly day and Frances P. Holly day covenant for themselves, their heirs and assigns to pay as then severally fall due said principal and all instalments of interest, hereby intended to be secured, all taxes that may levied or paid property, mortgage debt and interest when same shall become due and payable, all costs and attorneys fees and charges incurred in the collection of said principal and interest or in any part thereof, and to insure immediately and pending this mortgage to keep insured the improvements on said premises to the amount of at least its insurable value in some insurance company to be first approved by the mortgagee, his personal representatives or assigns and to have the policy re-framed and endorsed that the proceeds thereof shall be applied to the payment of the indebtedness aforesaid, but in case of default in any agreement, covenant or condition herein then the whole debt principal and interest hereby secured shall be immediately due and demandable and the said mortgagee, his personal representatives or assigns or their attorney, are hereby authorized to sell said mortgaged property pursuant to law and to convey the same to the purchaser upon the following terms, namely cash on day of sale or for cash and credit at the option of the person making such sale; the proceeds arising from such sale shall be applied as follows, first to the payment of all expenses incident to such sale, including commissions to the party selling equal to the commissions allowed trustees in equity, together with attorneys fees and costs; secondly, to the payment of all claims hereunder as aforesaid whether the same have matured or not, and third, the balance to us, or to whoever may be entitled to the same, in the event said property is advertised under the power hereby granted and settlement is made before sale, said mortgagors for themselves, their heirs and assigns hereby agree to pay all expenses incurred up to date of settlement, including attorneys fees, Court costs, advertising and one-half of said commissions to party advertising sale.

Witness the hand and seal of the said mortgagors.

Test: Mildred P. Plummer

John H. Holly day (Seal)
Frances P. Holly day (Seal)

State of Maryland, Caroline County, to wit:

I hereby certify that on this 2 day of Sept. in the year nineteen hundred and twenty four, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Holly day and Frances P. Holly day, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed, and now at the same time also personally appeared Fred R. Owens the within named mortgagee and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

As Witness my hand and seal.

Notary Public
E. Rudolph
(Seal)

Mildred P. Plummer
Notary Public

For value received I hereby assign the within mortgage to L. Edgar Todd.

As witness my hand and seal this 4th day of September, 1924

Test: Elsie Matthews

Fred R. Owens (Seal)

Queen Anne's County, to wit: Be it remembered that on the 19th day of November, in the year 1927, the following assignments were brought to be recorded, to wit:

For value received, I hereby assign the within mortgage to Martha E. Beck.

As witness my hand and seal this 15th day of November, 1927.

Test: Fred R. Owens

L. Edgar Todd (Seal)

For value received, I hereby assign the within mortgage to L. Edgar Todd and India N. Todd, his wife, as tenants by the entireties.

As witness my hand and seal this 15th day of November, 1927.

Test: Fred R. Owens

Martha E. Beck (Seal)

Queen Anne's County, to wit: Be it remembered that on the ninth day of June, in the year nineteen hundred and thirty one, the following assignment was brought to be recorded, to wit:

For value received I hereby assign the within mortgage to Fred R. Owens for collection the L. Edgar Todd haven died on the 4th day of March, 1930.

As witness my hand and seal this 4th day of June, 1931

Test: J. Andrews

India N. Todd (Seal)

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No 2, folio 238 etc. 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 9th day of June, in the year 1931.

Clerk
(Seal)

B. Hackett Turner, Clerk

Petition for Re-Sale filed February 11th 1938

Fred R. Owens, Assignee
vs
John H. Holly day

In the Circuit Court
for
Queen Anne's County, In Equity.
No 9873

To the Honorable, the Judges of said Court:

The Petition of Fred R. Owens, Assignee, respectfully represents:

First: That pursuant to the power of sale vested in your petitioner as assignee of a mortgage from John H. Holly day and Frances P. Holly day, his wife, dated September 2nd 1924 and recorded in Liber B.H.T. No 2, folios 238, etc., one of the land records for Queen Anne's County, your petitioner as assignee of said mortgage sold at public sale on July 7th 1930 the land and premises hereinafter described, viz: All that tract or parcel of land situate lying and being in the First Election District of Queen Anne's County, State of Maryland, on the right side of the Public Road leading from Everett's Corner to Crane's

H3580

Cross Roads, adjoining the Daily Lands, property of Busic Church and contains One Hundred (100) acres of land more or less. It being the same property devised by Isaac Hollyday to John Hollyday as will by reference to the last will and testament of said Isaac Hollyday, dated November 1st, 1865 and recorded in Will Record Liber J.T.B. No 1 folio 415, and which said property was deeded to said John B. Hollyday and Frances P. Hollyday as tenants by the entireties: See deed in Liber J.B.S. No 3, folios 58, a Land Record for Queen Anne's County, and sold the same to Joseph H. Nelson for the sum of Eleven Hundred and fifty Dollars. Second: That on August 18, 1931 said Joseph H. Nelson paid the sum of One Hundred and forty-eight dollars on account of the purchase money, but has failed to pay the balance of said purchase money, viz: One thousand two Dollars.

Third: That the said Joseph H. Nelson has promised from time to time to pay the balance of said purchase price, but has failed to do so.

Your petitioner therefore prays this Honorable Court to pass and order authorizing and directing Fred R. Owens, Assignee, as aforesaid to make resale of said property at the expense and risk of the purchaser. And as in duty bound, etc.

Filed Feb. 12th 1938. Fred R. Owens, Assignee

State of Maryland, Caroline County, to wit:

I hereby certify, that on this 11th day of February, 1938 before me the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Fred R. Owens, Assignee, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and Notorial Seal the day above written.

Martha E. Butler (Seal)
Notary Public

Notary Public (Seal)

Upon the aforegoing petition, it is ordered, this 12th day of February 1937, by the Circuit Court for Queen Anne's County, in Equity, that Joseph H. Nelson, purchaser, bring into this Court the sum of One Thousand and two Dollars, with interest thereon from September 2, 1924 to date, or show good cause to the contrary on or before the 5th day of March next, provided a copy of this order together with a copy of the aforegoing petition, be served on the said Joseph H. Nelson, on or before the 19th day February next.

Filed February 12th 1938. Thos. J. Keating, Judge

Order of Court filed February 18th 1938

Fred R. Owens, Assigned
vs
John H. Hollyday

In the Circuit Court
for
Queen Anne's County, In Equity. No 2873

Upon the aforegoing petition, it is ordered, this 12th day of February 1937, by the Circuit Court for Queen Anne County, in Equity, that Joseph H. Nelson, purchaser, bring into this Court the sum of One Thousand and Two Dollars, with interest thereon from September 2, 1924 to date, or show good cause to the contrary on or before the 5th day of March next, provided a copy of this order together with a copy of the aforegoing petition, be served on the said Joseph H. Nelson, on or before the 19 day of February next.

Filed February 12th 1938. Thos. J. Keating, Judge

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

I hereby certify that the aforegoing is truly taken and copied from the Original Order of Court filed in the above entitled cause and now remaining in this office.

In testimony Thereof, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Eighteenth day of February, in the year nineteen hundred and thirty eight.

Clerk's Seal (Seal)

Wm. H. Carter, Clerk.

Filed March 11th 1938 Petition & Order & Decree for Re Sale

Filed March 11th 1938 Petition and Decree for Re Sale

Fred R. Owens, Assigned
vs
John H. Holliday

In the Circuit Court
for
Queen Anne County, In Equity
No 2873 Chy

To the Honorable, the Judges of said Court,

The Petition of Fred R. Owens, Assignee, respectfully represents

First: That on the 12th day of February, 1938 this Honorable Court passed an order that Joseph H. Nelson, purchaser of the real estate mentioned in these proceedings, bring into Court the sum of $1002.00 with interest from the 24th day of September 1924 to date, on or before the 6th day of March, 1938 or show good cause to the contrary, provided a copy of the Petition and order be served on the said Joseph H. Nelson on or before the 18th day of March 1938. Second: That a copy of the said Petition and Order was duly served on the said Joseph H. Nelson on the 18th day of February, 1938 as will appear by the Sheriff's return in this case, filed on the 18th day of February 1938 and that although the said Petition and Order were served on him the said Joseph H. Nelson has not

brought said money into Court or shown good cause to the contrary.

Your Petitioner therefore prays this Honorable Court to pass an order authorizing and directing him to resell said property at the risk of the said Joseph H. Wilson, the purchaser thereof:

And as in duty bound etc.

Fred R. Owens, Assignee

State of Maryland, } Caroline County, to wit:

I hereby certify, that on this 11th day of March, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Fred R. Owens, Assignee and made oath in due form of law, that the matters and things set forth in the aforegoing petition are true to the best of his knowledge and belief.

As Witness my hand and seal the date above written.

Notary Seal

Martha C. Butler (Seal)

Filed March 11-1938.

Whereupon, the Court passed the following Order, to wit:

Whereas, pursuant to the previous order of this Honorable Court passed on the 12th day of February, 1938, a copy of the petition and order filed in this cause was served on Joseph H. Wilson on the 19th day of February, 1938 as will appear by the return of the Sheriff of Queen Anne County, filed in this proceedings: and Whereas the said Joseph H. Wilson was warned by the said copy of the petition and order thereon, which was served upon him as aforesaid to bring into this Court the sum of $1002.00 with interest thereon from the 2nd day of September, 1924 to date or show cause to the contrary on or before the 6th day of March, 1938: and Whereas the said Joseph H. Wilson has failed to either bring into this Court the sum of $1002.00 with interest thereon from the 2nd day of September, 1924 to date or show good cause to the contrary.

It is thereupon, this 14th day of March, 1938, on the petition of the said Assignee, Ordered by the Circuit Court for Queen Anne's County, in Equity, that the property in this cause be resold by the said Assignee for the payment of the purchase money thereof, with interest as aforesaid, and the costs of this proceeding, in the manner and upon the terms as the same was sold to the said Joseph H. Wilson. It is further ordered, that the said resale be made at the risk of the said Joseph H. Wilson.

Filed March 14th 1938

Thos. J. Keating

Filed April 22nd 1938 Report of Sale

Fred R. Owens, Assignee
vs
John H. Hollyday

In the Circuit Court
for
Queen Anne's County
In Equity. No 2873 Chy.

To the Honorable, the Judges of said Court:

The report of Sales of Fred R. Owens, Assignee for collection, respectfully shows: First: That pursuant to the power of sale vested in your Assignee for collection, of a mortgage from John H. Hollyday, his wife dated September 22nd, 1924 and recorded in Liber B.N.T. No 2 folio 288, etc. one of the Land Record Books for Queen Anne County, your Assignee of Collection of said mortgage sold at public sale on July 7, 1931, the lands and premises hereinafter described to Joseph H. Wilson for the sum of Eleven Hundred and Fifty dollars ($1150.00) the terms of sale being one third of purchase money on day of sale and the balance in six months from the day of sale, deferred payments to bear interest from day of sale and to be secured by interest bearing notes of the purchaser or purchasers with surety being approved by the said Assignee for Collection, or cash at the option of the purchaser:

Second:- That the said Joseph H. Wilson has paid on the purchase money, the sum of One Hundred forty eight dollars ($148.00) leaving the balance due on the purchase of said property, the sum of One Thousand Two Dollars ($1002.00):

Third:- That on the 14th day of March 1938, this Honorable Court passed an order authorizing Fred R. Owens, Assignee for collection, to resell said property for the payment of the balance due on said purchase money, with interest and costs, and that the said resale be made at the risk of the said Joseph Wilson.

Fourth: That the undersigned Assignee for collection, by virtue of the order passed by this Honorable Court on March 14, 1938, and after having given more than twenty days notice of the place and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland a copy of said advertisement with printer's Certificate attached thereto, herewith filed as a part of this Report and after having formerly given bond in penalty and with security approved by the Clerk of the Circuit Court for Queen Anne County, did attend

in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland on Tuesday April 19, 1938, between the hours of 2 and 4 o'clock P.M. and then and there proceeded to sell the following described property in manner and form following, that is to say: Your Assignee for collection offered at public sale to the highest bidder, the property mentioned in said proceedings and described as follows: All that tract or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the right side of the Public road leading from Everett's Corner to Kane's Cross Roads adjoining the Daily land property of Bruce Church and contains One Hundred (100) acres of land, more or less. It being the same property devised by Isaac Holliday to John H. Holliday as will appear by reference to the last Will and testament of said Isaac Holliday dated November 1st, 1865, and recorded in Will Record Liber J.T.S. No. 1, folio 415, and which said property was deeded to said John H. Holliday and Frances P. Holliday as tenants by the entireties, see deed in Liber J.S. No. 3, folio 58, a Land Record for Queen Anne's County.

Fifth: That your Assignee for collection sold the above described property to Indiana Todd of Caroline County, State of Maryland, for the sum of Six Hundred Dollars, she being at that price the highest bidder therefor. Your Assignee for Collection further reports that the terms of sale will be complied with upon ratification of sale.

Fred R. Owens
Assignee for Collection

Filed April 22nd 1938

State of Maryland, Caroline County, to wit:

I hereby certify that on this 20th day of April 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Fred R. Owens, Assignee for Collection, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale, are true and correct to the best of their knowledge and belief, and that sale therein reported was fairly made.

Witness my hand Notarial Seal the date above written.

(Seal)

Martha R. Butler
Notary Public

Certificate of Publication of Advertisement of Sale, filed October 3rd 1938

Assignee's Sale of Valuable Real Estate. Under and by virtue of the power and authority vested in me by an Order of the Circuit Court for Queen Anne's County, in Equity, passed on the fourteenth day of March 1938 in a case in said Court pending wherein Fred R. Owens, Assignee, was Plaintiff and John H. Holliday was defendant being No. 2873 Chancery, the undersigned Assignee will resell the property described in said case at public sale to the highest bidder in front of the Court House door in Centreville, Maryland, on Tuesday, April 19, 1938 between the hours of 2 and 4 o'clock P.M., All that tract or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Everett's Corner to Kane's Cross Roads, adjoining the Daily land, property of Bruce Church and contains One Hundred (100) acres of land, more or less. It being the same property devised by Isaac Holliday to John H. Holliday as will appear by reference to the last will and testament of said Isaac Holliday, dated November 1st, 1865 and recorded in Will Record Liber J.T.S. No. 1, folio 415, and which said property was deeded to said John H. Holliday and Frances P. Holliday as tenants by the entireties, see deed in Liber J.S. No. 3, folio 58, a Land Record for Queen Anne's County. Improvements: Two Story Six room dwelling house with kitchen, stable and barn, carriage house and shed, corn house. This property is well located near Barclay, Maryland. Terms of Sale, One-third of purchase money will be required in cash on day of sale and the balance in six months from day of sale, deferred payments to bear interest from day of sale and to be secured by interest bearing notes of the purchaser or purchasers with security to be approved by the undersigned; or all cash at the option of the purchaser. Title papers at expense of the purchaser; also revenue stamps and recording fee and recording taxes to be paid by purchaser.

Fred R. Owens, Assignee for Collection.

Elmer Anthony Auctioneer.

Queen Anne's Record-Observer

Centreville, Md. April 19-1938.

The Queen Anne's Record and Observer Publishing Co. hereby certifies that the Assignee's Sale in the case of Fred R. Owens, Assignee Plaintiff vs John H. Holliday, defendant, a true copy of which is hereto annexed, was inserted in the Queen Anne's Record-Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, the first insertion publication thereof having been made in said newspaper on the 24th day of March 1938, being more than twenty days before the 19th day of April 1938.

The Queen Anne's Record and Observer Publishing Co.
By Bertha G. Durney

Fred R. Owens, Assignee
vs
John H. Holliday

Order Nisi
In the Circuit Court for Queen Anne's County
In Equity.
Chancery No. 2873.

Ordered, this 22nd day of April A.D., 1938, that the sale of the real estate made and reported in this cause by Fred R. Owens, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of

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 28th day of May next. The Report states the amount of sales to be $600.00

William H. Carter

Filed April 22nd 1938.

Certificate of Publication of Order Nisi filed October 31st 1938

Fred R. Owens, Assignee
vs
John H. Holliday

In the Circuit Court
for
Queen Anne's County, In Equity
Chancery No 2873.

Ordered, this twenty second day of April A.D., 1938 that the re-sale of the real estate made made and reported in this cause by Fred R. Owens, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the twenty eighth 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 twenty eighth day of May next.
The report states the amount of sales to be $600.

William H. Carter, Clerk.

True copy—
Test: William H. Carter, Clerk

Queen Anne's Record- Observer, Centreville, Md. October 13 1938

The Queen Anne's Record and Observer Publishing Co. hereby certifies that the Order Nisi in the case of Fred R. Owens, Assignee vs John H. Holliday a true copy of which is hereto annexed was inserted in the Queen Anne's Record- Observer, a weekly newspaper printed and published at Centreville Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 26th day of April 1938, being more than four weeks before the 28th day of May, 1938.

The Queen Anne's Record and Observer Publishing Co.
By. Bertha G. Dursey

And afterwards, to wit: on the thirty first day of October, in the year nineteen hundred and thirty Eight, the Court passed the following Order ratifying the sale, to wit:

Ordered, this 31st day of October, 1938, by the Circuit Court for Queen Anne's County, in Equity, that the re-sale of the property mentioned in these proceedings, made and reported by Fred R. Owens, Assignee for collection, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown, although due public notice appear to have been given as required by the previous order of this Court. And the said Fred R. Owens, Assignee for collection is allowed all expenses, not personal, for which he shall produce vouchers for to the Auditor and the usual commissions for making such sale

Filed October 31st 1940

Thomas Keating

Petition and Order of Court filed October 31st 1939

Fred R. Owens, Assignee
vs
John H. Holliday

In the Circuit Court
for
Queen Anne's County, In Equity No 2873 Chy.

To the Honorable, the Judges of said Court:

The petition of Inda N. Todd respectfully represents:

First: That on the 22nd day of September 1924 the above named Fred R. Owens, Assignee, sold a certain farm in this case, containing one hundred acres (100) of land more or less at public sale to Joseph H. Wilson of Queen Anne County, State of Maryland. Second: That said Joseph H. Wilson having failed to comply with the terms of said sale this Honorable Court on the 14th day of March 1938 ordered that the property in this cause be resold by the said Fred R. Owens, Assignee, for the payment of the purchase money thereof, with interest and costs. Third: That under and by virtue of the power and authority vested in him by said mortgage and the order of this Honorable Court the said Fred R. Owens, Assignee, on the 14th day of March 1938 sold said property containing one hundred acres of land, more or less, at public sale and your petitioner did then and there become the purchaser at and for the sum of Six Hundred Dollars. ($600.00) Fourth: said sale has been duly reported to and ratified by this Honorable Court and a deed for the said property has been executed and delivered by the said Assignee to your Petitioner and recorded among the land records of Queen Anne's County as will fully appear by a certified copy filed herewith as part hereof marked "Petitioner's Exhibit No. 1."

Fifth: That after the sale of said property on the 7th day of July 1931 Joseph H. Wilson entered into possession of said property and is now in the actual possession thereof and was at the time said property was sold to your Petitioner and is still occupying the same and refuses to give up and deliver over said property to your Petitioner, the purchaser aforesaid.

Wherefore your Petitioner prays that this Honorable Court may issue or cause to be issued a writ or order requiring the said Joseph H. Wilson to give up and deliver to your

13580

Petitioner full possession of said property mentioned in said cause and sold as aforesaid to your Petitioner.
And your Petitioner prays that she may have such other and further relief as her case may require.
And as duty bound

Fred R. Owens, Solicitor for Petitioner

State of Maryland, Queen Annes County, to wit:
I hereby certify that on this 31st day of October 1938, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid personally appeared Fred R. Owens Attorney for the above named petitioner and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of his knowledge and belief.
As Witness my hand and Notarial Seal.

Frances Butler, Notary Public

Notary Seal Place

Whereupon, the Court passed the following Order, to wit:
On the aforegoing petition and affidavit, it is this 31st day of October 1938, by the Circuit Court for Queen Anne County, in Equity Ordered, that Joseph H. Wilson show cause, if any he has, on or before the 21st day of November 1938, why he should not be required to deliver at once the possession of the property mentioned in the aforegoing petition to the aforesaid India A. Todd, the above purchaser thereof, immediately, and to quit and remove from said premises provided a copy of this Order and of the aforegoing petition be served on the said Joseph H. Wilson on or before the 4th day of November 1938.

Thos. J. Keating

Along with the aforegoing Petition was filed the following Petitioner's Exhibit No 1.
This Deed made this 31st day of October in the year Nineteen Hundred and Thirty Eight by Fred R. Owens, Assigned for collection, as hereinafter set forth.
Whereas at a public sale made on the Seventh day of July Nineteen Hundred and thirty one in pursuance of the special power and authority vested in him as Assignee for collection in and by a certain certain mortgage from John W. Holliday and Frances P. Holliday, his wife, to Fred R. Owens bearing date the second day of September in the year Nineteen Hundred and Twenty four and recorded among the land records of Queen Anne's County, in Liber B.H.T. No 2, folio 288, etc. and which said mortgage was by mesne assignments duly assigned to Fred R. Owens for collection as will fully appear by reference to said assignments duly recorded at the at the foot of said mortgage, which sale was made after default had occurred under said mortgage and after due public notice of sale and after bond had been filed in the Circuit Court for Queen Anne's County, in Equity, the parcel of land and premises hereinafter described, being the same land by said mortgage conveyed was sold to Joseph H. Wilson of Queen Anne's County, State of Maryland, who was then and there the highest bidder at and for the sum of One Thousand and Two Dollars ($1002.00) and whereas the said Joseph H. Wilson failed to comply with the terms of sale, The Circuit Court for Queen Anne's County, in Equity, on the fourteenth day of March Nineteen Hundred and thirty eight passed an order authorizing the said Fred R. Owens Assignee for collection, to resell said property for the payment of the balance due on said purchase money with interest and cost.
And whereas by virtue of the power and authority vested in him under said order of Court, said sale was made after due public notice, the parcel of land and premises hereinafter described, being the same land by said mortgage conveyed was sold unto India A. Todd, Caroline County, State of Maryland, who was then and there the highest bidder at and for the sum of Six Hundred Dollars ($600.00) and the sale having been duly reported to and ratified by the said Court, and the purchase money fully paid as is hereby acknowledged, The said Assigned for collection is in law duly authorized to execute a deed for the property to the purchaser.
Now, therefore, this deed Witnesseth, that the said Fred R. Owens, Assignee as aforesaid in consideration of the premises and of the sum of one dollar ($1.00) to him by the grantee paid in execution of the power and authority in him vested by said mortgage and by said order of Court does hereby grant and convey unto the said India A. Todd her heirs and assigns in fee simple, all the right, title and interest of the said John W. Holliday and Frances P. Holliday, his wife, and Joseph H. Wilson, or those claiming by from, or under them, in and to All that tract or parcel of land situate, lying and being in the first Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Everitt's Corner to Kane's Cross Roads, adjoining the Daily land property of Bethel Church and contains One Hundred (100) acres of land, more or less, It being the same property devised by Isaac Holliday to John W. Holliday as will appear by reference to the last will and testament of said Isaac Holliday dated November 1st 1965 and recorded in Will Record Liber S.T.P. No 1 folio 415, and which said property was deeded to said John W. Holliday and Frances P. Holliday as tenants by the entireties, see deed in Liber S.S. No 3 folio 58, a Land Record Book for Queen Annes County, see also the case of Fred R. Owens, Assignee vs John W. Holliday and wife, in the Circuit Court for Queen Anne's County, in Equity No 2873. Together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining, To have and to hold the above granted land and premises unto the said India A. Todd, her heirs and assigns in fee simple.
Witness the hand and seal of the said Grantor.

Test: Frances Butler

Fred R. Owens (Seal)
Assigned for Collection

State of Maryland, Queen Annes County, to wit:
I hereby certify that on this 31st day of October in the year Nineteen Hundred and thirty eight, before me, the subscriber, a Notary Public of the State of Maryland,

in and for the County aforesaid, personally appeared Fred R. Owens Assignee for collection, and acknowledged the aforegoing deed to be his act and deed.

(Notary Public Seal)

Frances Butler, Notary Public

One-One Dollar Int. Rev. Stamp Cancelled; One-fifty Cent and One ten cent Recordation Tax Stamps, Cancelled

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

I hereby certify that the aforegoing is truly taken and copied from the Original Deed filed in this Office for record on the 31st. day of October in the year nineteen hundred and thirty eight.

In Testimony Whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 31st. day of October, in the year nineteen hundred and thirty eight.

(Cir. Ct. Seal Place)

Wm. H. Carter, Clerk

Certified Copy of Petition and Order of Court made for service on Joseph H. Wilson and delivered to the Sheriff of Queen Anne's County, and after service was returned to wit:

"Served Nov. 1st 1938 by reading same to Joseph H. Wilson"

By T. Herbert Everett, Sheriff.

Statement of Mortgage Debt, filed May 13th 1940

Cause No. 2873, Auditor's Statement of Mortgage Debt.

1931

July 7 John A. Holloway and Frances P. Holliday to Fred R. Owens, Assignee of mortgage mentioned below for use of India N. Todd.

Dr.

To amount of the Mortgage debt due by them to India N. Todd under the mortgage given by them to Fred R. Owens hereinafter described on this date, to wit: July 7th, 1931, the day of sale of this cause for Statement of said mortgage debt filed in this cause, to wit: the sum of $818.83

Cr.

By amount of the net mortgage sale of this cause distributed by the aforegoing account of this Audit unto Fred R. Owens as assignee to be paid said India N. Todd, to wit: 36537

Dr.

To balance due under said mortgage by said John A. Holliday and Frances P. Holliday, his wife to said Fred R. Owens for the use of India N. Todd, to wit, the sum of 45346

This balance bears interest from July 7, 1931.

The mortgage mentioned above bears date Sept. 2, 1924 is recorded in Liber B.H.S. No. 2, a Land Record Book for Queen Anne's County on folio 288.

May 3, 1940.

Madison Brown, Auditor

Filed May 13, 1940

Auditors Report and Account filed May 13th 1940

Fred R. Owens, Assignee,
Versus
John A. Holliday, Frances P. Holliday, his wife.

In the Circuit Court for Queen Anne's County, in Equity.
Cause No. 2873.

To the Honorable, the Judges of said Court:

The proceedings of this cause were instituted by the Plaintiff for the collection of a mortgage given by the Defendants to Fred R. Owens, later assigned by him and then re-assigned unto him by India N. Todd for collection. It appears that the plaintiff sold the mortgaged property unto Joseph H. Wilson on July 7th, 1931 for the $1,500.00 and that the purchaser paid on account thereof $148.00 and no more.

On the 14th. of March, 1938 the Court ordered the plaintiff to re-sell the mortgaged property for the payment of the balance of the purchase money due by Joseph H. Wilson at the risk of Joseph H. Wilson. The Plaintiff re-sold the property on the 19th. of April, 1938 for $600.00 (See Report of Sale filed April 22nd, 1939) and therefore the purchaser Joseph H. Wilson is indebted unto the plaintiff as vendor as the charges against the purchaser are greater than his credits. An account between Joseph H. Wilson as purchaser and the Plaintiff as vendor has been stated by the Auditor as a part of this Audit and is attached herewith, and by reference to the same it will appear that the said Joseph H. Wilson owes the Plaintiff as vendor as of April 18, 1938, the sum of $921.82. This account referred to is self-explanatory.

The Auditor has stated an account between the proceeds of the sales on one part and the plaintiff as vendor on the other part and returns the same attached herewith as part of this Audit. In this account the Plaintiff as vendor is charged with the amount of the re-sale made by the Plaintiff, $600.00, making a total of $748.00 with which the plaintiff is charged. In the last mentioned account the vendor is allowed two sets, or divisions, of disbursements

first relating to the cost of these proceedings exclusive of the cost incident to the resale amounting to $227.61 and the second division related to the cost of the re-sale, $108.02.
The allowance of these costs consumes the charges made against the vendor with the exception of $365.37 and this last mentioned sum constitutes the net mortgage sale applicable to the payment of the mortgage debt and is by the within account distributed to the plaintiff, Fred R. Owens, assignee to be paid by him to India N. Todd who was assigned the mortgage to him for collection. A statement showing debt remaining due by the mortgagors to India N. Todd is attached.

Which is respectfully submitted,

May 3, 1940 — Madison Brown, Auditor

Filed May 13-1940

Cause No. 2873.

The proceeds of the sale of the mortgaged real estate of John N. Hollyday and Frances P. Hollyday his wife, the mortgagors making the mortgage filed in this cause in account with Fred R. Owens assignee, the vendor making the original sale as well as the resale in this cause.

Cr

1931 August 18	To Cash paid by Joseph H. Wilson, original purchaser at the first sale (per petition filed February 12, 1938) to wit:		$148.00
1938 April 19	To amount of the re-sale made by paid Owens this date per his report of resale filed April 22, 1938, to wit:		600.00
	Total amount of credits		$748.00

Dr

1931 July 7	Costs incident to this cause exclusive of costs incident to re-sale. To Fred R. Owens, vendor for his commissions per terms of the mortgage on $148.00 above mentioned, to wit: the sum of	$10.36	
	To do., for the costs of advertising the first sale in Centreville Record (Local newspaper) per receipted account for same exhibited, to wit: the sum of	50.00	
	To do., for the costs of his bond filed herein for 2 yrs. paid corporate surety on the bond, Nov. 7, 1932, per receipt for same exhibited, the sum of	20.00	
	To do., for the amount paid J. E. Anthony for crying first sale per his receipt for same exhibited, to wit: sum of	5.00	
	To do., for the amount paid F. C. Stevens tax collector, for State and County taxes on mortgaged property for the year 1930, per check to him dated Nov. 14 1931 exhibited, sum of	78.49	
	To do., for Court costs of said proceeding per Clerk's statement exhibited: Appear. fee of F. R. Owens $10.00; Clerk's Costs, paid 18.75	28.75	
	To do., for cost obtained by him on mortgaged property for yrs. 1927-1928-1929-1930-1931 paid Oct. 10-1931 to Walter Parker per receipted account for same exhibited, to wit: sum of	29.51	
	To do., for cost of advertising the order nisi to be passed as to this audit	3.50	$748.00
		$225.61	748.00
	To Fred R. Owens, vendor for the additional cost of his bond paid surety thereon, per receipt for same, the sum of	30.00	
	To do., for the costs of hand bills advertising the re-sale, paid E. B. Goldsborough printer of same, per receipted account for same exhibited, to wit: the sum of	3.50	
	To Madison Brown, Auditor for stating this audit, the sum of	13.50	
	Total amount of said costs	$272.61	
	Costs of this cause incident to Re-Sale:		
	To Fred R. Owens, vendor, for his commissions per terms of mortgage on $600.00 amount of the re-sale, to wit: the sum of	$41.50	
	To do., for the Court costs relative to the Re-Sale per Clerk's statement as follows: appear. fee of Fred R. Owens $10.00; Cost of Clerk, paid per receipt 12.75	22.75	
	To do., for amount paid for costs of advertising notices of re-sale and order nisi on resale in newspaper published in Centreville, per cost statement with receipt thereon exhibited, to wit: the sum of	38.77	
	To do., for the amount paid J. E. Anthony for crying the re-sale per his receipt for same exhibited the sum of	5.00	108.02
		$108.02	$380.63

To Fred R. Owens, as Assignee of above mentioned mortgage to be paid to India N. Todd on account of the debt due her under said mortgage on July 7-1931, per statement of mortgage debt filed, this balance which is not sufficient to pay the debt in full, the sum of — $ 36737

$ 748.00 — $ 748.00

Cause No 2873

Joseph H. Wilson as purchaser of the mortgaged real estate described in the mortgage from John H. Holliday and Frances P. Holliday, his wife, to Fred R. Owens in account with Fred R. Owens, Assignee, as Vendor of the mortgaged real estate unto Joseph H. Wilson. (A Copy of this mortgage has been filed in this cause)

1931 — Dr.

July 7. To the purchase price of said land at the sale made this date by Fred R. Owens Assignee to said Joseph H. Wilson, per petition of said Owens filed in this cause on February 12, 1938, to wit, the sum of — $ 1150.00

To interest on said purchase money from July 7, 1931 to Aug. 18, 1931 (when the purchaser paid on account of his purchase, per said petition) to wit, the sum of — 7.85 — $ 1157.85

To interest on said purchase money from July 7, 1931 to August 18, 1931 (when the purchaser paid on account of his purchase, per said petition) to wit, the sum of — 7.85 — $ 1157.85

1931. — Cr.

Aug 18 By amount paid by said purchaser on this date on account, to wit, the sum of — 148.00 — $ 1009.85

Dr.

To interest on $1009.85 from August 18, 1931 to April 18, 1938, date of the re-sale of the mortgaged land, per report of re-sale filed in this cause on April 22, 1938, to wit: — 463.95

1938

April 18 To amount due on this date by said Joseph H. Wilson to said Fred R. Owens, on account of purchase money, to wit: — 1413.80

" " To amount of costs incident to the re-sale itemized and set out in that part of the account annexed as part of his audit under settling "Costs of this Cause incident to Re-Sale", to wit: — 108.02 — $ 1521.82

1938

April 18 By amount of the re-sale made on this date at risk of said Joseph H. Wilson as set out in the Report of re-sale here filed, to wit: — $ 600.00

Dr.

1938

April 18 To balance due as of this date by Joseph H. Wilson to Fred R. Owens Assignee and vendor — $ 921.82

May 3rd, 1949 — Madison Brown, Auditor.

Cause No. 2873

Auditor's Statement of Mortgage Debt.

1931

July 7th John H. Holliday and Frances P. Holliday to Fred R. Owens, Assignee of Mortgage mentioned below for use of India N. Todd, — Dr.

To amount of the Mortgage debt due by them to India N. Todd under the mortgage given by them to Fred R. Owens hereinafter described on this date, to wit: July 7, 1931, the day of sale of this cause per Statement of said mortgage debt filed in this cause, to wit, the sum of — $ 818.83

Cr.

By amount of the net mortgage sale of this cause distributed by the foregoing account of this this Audit unto Fred R. Owens as Assignee to be paid India N. Todd, to wit: — 365.37

Dr.

To Balance due under said mortgage by said John H. Holliday and Frances P. Holliday, his wife to said Fred R. Owens, for the use of India N. Todd, to wit, the sum of, This balance bears interest from July 7, 1931. — 453.46

The mortgage mentioned above bears Sept. 2, 1924 is recorded in Liber B.H.T. 102, a Land Record Book for Queen Anne's County on folio 288.

May 3rd, 1940 — Madison Brown, Auditor.

Filed May 13th, 1940

13580

Filed May 13th, 1940 Nisi Ratification of audit

Fred R. Owens, Assignee
vs
John H. Holliday and Frances P. Holliday, his wife

In the Circuit Court for Queen Anne's County, In Equity, Case No 2873

Ordered, this 13th day of May, in the year nineteen hundred and forty, that the Report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of June, 1940; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of June, 1940, in some newspaper printed and published in Queen Anne's County.

Sydney Gadd Jr, Clerk.

Filed May 13th, 1940.

Certificate of Publication of Order Nisi on audit filed April 22nd, 1938.

Order Nisi

Fred R. Owens, Assignee
vs
John H. Holliday

In the Circuit Court for Queen Anne's County, In Equity, Chancery No 2873

Ordered, this twenty-second day of April A.D. 1938, that the re-sale of the real estate made and reported in this cause by Fred R. Owens, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the twenty-eighth 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 twenty-eighth day of May next.

The report states the amount of sales to be $600.00

William A. Carter, Clerk

True copy
Test: William A. Carter Clerk.

Filed April 22nd 1938.

Queen Anne's Record Observer
Centreville, Md. October 13-1938

The Queen Anne's Record and Observer Publishing Co. hereby certifies that the Order nisi in the case of Fred R. Owens Assignee vs. John H. Holliday, a true copy of which is hereto annexed, was inserted in the Queen Anne's Record-Observer a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, the first publication thereof having been made in said newspaper on the 26th day of April 1938, being more than four weeks before the 28th day May 1938

The Queen Anne's Record and Observer Publishing Co.
By Bertha G. Dorney