

Chancery No. 2909

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the eighteenth day of May in the year nineteen hundred and thirty two, the following Order to docket case, etc. was filed for record, to wit:-

John A. Tobin, et al.	(	In the Circuit Court for
	)	Queen Anne's Co, Md.
Vs.	(	in Equity, No.
Susan B. Jefferson,)	
Executrix, et al.)	

B. Hackett Turner, Clerk:-

Please docket case entitled as set out in Bill of Complaint, file the Bill of Complaint, with exhibits therein named, issue subpoenas, Order of Publication, and enter my appearance as Solicitor for Complainants.

Herbert E. Perkins.
Sol. for Complainants.

Bill of Complaint
filed May 18th. 1932.

John A. Tobin and	(	In the Circuit Court
John H. Tobin, Co-partners,	)	for
trading as John A. Tobin and Son.	(	Queen Anne's Co. Md..
John P. Jefferson	)	In Equity,
Vs.	(	No.
Susan B. Jefferson, Executrix,)	
and Herbert E. Perkins, Adminis-	(
trator, C.T.A. of Est. of Thomas)	
M. Jefferson, deceased,	(
Susan B. Jefferson, individually,)	
Charles H. Jefferson	(
Harry Jefferson and Stella Jefferson,)	
his wife, Beulah Loper and George	(
Loper, her husband,)	
Nora Abrams and B.R. Abrams, her	(
husband.)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators who sue as well for themselves as for all other creditors of Thomas M. Jefferson, late of Queen Anne's County, deceased, who will come in and contribute to the expenses of this suit, say:-

First

That the Estate of the said Thomas M. Jefferson, deceased, is indebted unto your Orator, John A. Tobin and Son in the full and just sum of \$230.00 for funeral expenses.

Second:

That the said Thomas M. Jefferson was, in his lifetime indebted unto your Orator John P. Jefferson in the sum of \$522.50, as per certified copy of judgment filed herewith and marked "Exhibit A"; and also in the sum of \$503.00 as per certified copy of judgment filed herewith and marked "Exhibit B"

Third:

That the said Thomas M. Jefferson, being so indebted as aforesaid unto your Orators and also unto divers other persons having real and personal estate, departed this life on or about September 2nd. 1931, leaving a last will and testament which was duly admitted to probate by the Orphan's Court for said Queen Anne's County, a certified copy being filed herewith and marked "Exhibit C".

Fourth:

That by the fourth item of said last will and testament all the rest and residue was devised and bequeathed, one-third to the said Susan B. Jefferson, one-third to the said Charles H. Jefferson, and one-third to the said John R. Jefferson.

Fifth:

That the said John R. Jefferson departed this life on or about the day of 1931 intestate, leaving no widow, but the following children surviving him as his heirs at law,

- (a) Harry Jefferson, a son, whose wife's name is Stella Jefferson, and they reside in Pennsville, New Jersey, both of whom are of full age.
- (b) Beulah Loper, a daughter, who intermarried with George Loper, and they reside in Salem, New Jersey, both of whom are of full age.
- (c) Nora Abrams, a daughter, who intermarried with B.R. Abrams, and they reside in Philadelphia, both of whom are of full age.

Sixth:

That Administration of all and singular the personal estate of the said Thomas M. Jefferson has been lately granted by the Orphan's Court of Queen Anne's County to Susan B. Jefferson, of Crumpton, Maryland, as Executor, and Herbert E. Perkins, Administrator, C.T.A. of Chestertown, Maryland, as will appear by reference to Certificate of Letters of Administration filed herewith and marked "Exhibit D".

Seventh:

That your Orators are informed and believe that the said personal estate is not sufficient to discharge all the just debts due and owing by the said defendant, and that any deficiency in said personal estate ought to be supplied by sale of all or such part as may be necessary, of the real estate of the aforesaid decedent.

Eighth:

That the said real estate is not susceptible to partition, and it would be to the interest and benefit of all the parties interested as devisees under said will in said property that it be sold.

Ninth:

That a part of the said real estate included in the residuary clause of said will consists of a farm known as the "Vandyke Farm", situated in Double Creek in Queen Anne's County, Maryland, and containing 163 acres of land, more or less, the same being more fully described in a deed from Charles H. Jefferson to Thomas M. Jefferson, dated April 21st. 1899, and recorded in Liber W.H.C. No. 9, folio 289, which is made a part hereof and marked "Exhibit E", said farm being subject to a first mortgage to the Federal Land Bank of Baltimore, Maryland, in the sum of \$2500.00

Tenth:

That Herbert E. Perkins, acting as Attorney for the owners entered into an agreement of sale on 19th. day of November, 1931 through H.T. Jewell, real estate agent, to sell the aforesaid farm to Charles Cohey, at and for the sum of \$3000.00, of which amount \$500.00 was paid in cash and the balance of purchase money being the sum of \$2500.00 to be paid by the purchaser assuming the mortgage held by Federal Land Bank, it being provided that said sale to be subject to the approval of the Circuit Court for Queen Anne's County, all of which will appear by copy of said agreement of sale filed herewith and marked "Exhibit F".

Eleventh:

That the sum offered for said real estate is not only a fair and reasonable price but is much more than could be received for said farm at public sale.

Twelfth:

That the other real estate included in said residuary clause consists of the following:

- (a) Consists of a tract of land containing about 27 acres more or less in the Seventh Election District of said Queen Anne's County, and bounded on north by road from Chestertown to Millington on the east by the land of Charles Dewberry, on the south by land of Robert Ferrell and on the west by land of John Wallen, unimproved with about 700 peach trees and 5 acres strawberries; a part of said tract being the same land described in a deed from Joel T. McGinnes and wife to Thomas M. Jefferson, dated July 28th. 1915, and recorded in Liber W.F.W. No. 7, folio 456, as containing 10 acres of land, more or less, as will appear by a certified copy of said deed filed herewith and marked "Exhibit G". And the remainder of said tract being a part of the land devised to the said Thomas M. Jefferson by James J. Redstrake by will dated January 3rd. 1892, and recorded in Liber F.R. No. 2, folio 118.
- (b) All that lot or parcel of land situated in the town of Crumpton, in the Seventh Election District bounded by Second Street, Merchant St. Front St. and Pine Street, generally known as "Town Square" fronting 540 feet on both Second and Front St. and 300 feet on both Merchant and Pine St. and laid out as one entire block of 40 lots and the same land described in a deed from Thomas J. Levy and wife to Thomas M. Jefferson, dated July 30th. 1918, and recorded in J.F.R. No. 1 folio 164, a certified copy of same being filed herewith and marked "Exhibit H".

(c) All that lot in the Seventh Election District containing about 10 acres of land more or less and bounded by the land of Bowers and the main road running from Pine St. to Crumpton, and the same land as described in a deed from Joel T. McGinnes and wife to Thomas M. Jefferson dated July 5th. 1901, and recorded in J.E.G. No. 2, folio 133, a certified copy of which is filed herewith and marked "Exhibit I", and also the adjoining tract consisting of one acre and being the same land described in deed from A.N. Howell to Thomas M. Jefferson, dated July 22nd. 1903, and recorded in J.E.G. No. 5, folio 344, certified copy of said deed being filed herewith and marked "Exhibit J".

To the end therefore:-

1. That the said real estate of said Thomas M. Jefferson, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of personal estate aforesaid.
2. That a decree may be passed by this Honorable Court for the sale of the real estate, herein above mentioned.
3. That the Contract of Sale, herein above mentioned, be ratified and confirmed by this Honorable Court and a Trustee be appointed to convey said property in accordance with said contract and receive the proceeds from said sale and distribute the same amongst the parties entitled thereto.
4. That your Orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS, to grant unto your Orators the Writ of Subpoena directed to the said Susan B. Jefferson, Executrix of Thomas M. Jefferson, residing in Crumpton, Queen Anne's County, Maryland, and Herbert E. Perkins, Administrator, C.T.A. of Thomas M. Jefferson, deceased, residing in Kent County, Maryland, Susan B. Jefferson, individually, who resides in Crumpton, Queen Anne's Co. Md. and Charles H. Jefferson, residing in Kent County, Md. commanding them and each of them to be and appear either in person or by Solicitor in this Court, on or before a certain day to be named therein to show cause, if any they have, why a decree ought not to be passed as prayed; and also an Order of Publication giving notice to the said Harry Jefferson and Stella Jefferson, his wife, and Beulah Loper and George Loper, her husband in the State of New Jersey as aforesaid, and Nora Abrams and B.R. Abrams, her husband in the State of Pennsylvania as aforesaid, who are non-residents of this State of the object and substance of this bill, and warning them to appear in this Court, in person or by Solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

As in duty bound, etc.,

Herbert E. Perkins.
Solicitor for Complainants.

Filed May 18th. 1932.

Order of Publication
filed May 18th. 1932.

ORDER OF PUBLICATION

John A. Tobin and John H. Tobin, co-partners, trading as John A. Tobin and Son John P. Jefferson	()	In the Circuit Court
	(	for
Vs.	)	Queen Anne's Co, Md..
Susan B. Jefferson, Executrix, and Herbert E. Perkins, Administr tor C.T.A. of Est. of Thomas M. Jefferson, deceased	()	in Equity,
Susan M. Jefferson, individually, Charles H. Jefferson, Harry Jefferson and Stella Jefferson his wife, Beulah Loper and George Loper, her husband, Nora Abrams and B.R. Abrams, her husband	())	No.

The object of this suit is a creditors proceeding for the sale of real estate situated in Queen Anne's County, Maryland, belonging to Thomas M. Jefferson, deceased, on account of the insufficiency of the personal estate to discharge all the just debts due and owing by the said decedent.

The substance of the Bill of Complaint is as follows:

- First: That the estate of the said Thomas M. Jefferson, deceased, is indebted unto your Orator, John A. Tobin and Son, in the full and just sum of \$230.00 for funeral expenses.
- Second: That the said Thomas M. Jefferson was, in his lifetime, indebted unto your Orator, John P. Jefferson in the sum of \$522.50 as per certified copy of judgment filed herewith and marked Exhibit B".

- Third: That the said Thomas M. Jefferson, being so indebted as aforesaid unto your Orators, and also unto divers other persons having real and personal estate, departed this life on or about September 2nd. 1931, leaving a last will and testament which was duly admitted to probate by the Orphan's Court for said Queen Anne's County, a certified copy being filed herewith and marked "Exhibit C".
- Fourth: That by the fourth item of said last will and testament all the rest and residue was devised and bequeathed, one-third to the said Susan B. Jefferson, one-third to the said Charles H. Jefferson, and one-third to the said John R. Jefferson.
- Fifth: That the said John R. Jefferson departed this life on or about the day of 1931 intestate, leaving no widow, but the following children surviving him as his heirs at law.
- (a) Harry Jefferson, a son, whose wife's name is Stella Jefferson, and they reside in Pennsville, New Jersey, both of whom are of full age.
 - (b) Beulah Loper, a daughter, who intermarried with George Loper, and they reside in Salem, New Jersey, both of who are of full age.
 - (c) Nora Abrams, a daughter, who intermarried with B.R. Abrams, and they reside in Philadelphia, both of whom are of full age.
- Sixth: That Administration of all and singular the personal estate of the said Thomas M. Jefferson has been lately granted by the Orphan's Court of Queen Anne's County to Susan B. Jefferson of Crumpton, Maryland, as Executor, and Herbert E. Perkins, Administrator C.T.A., of Chestertown, Maryland, as will appear by reference to Certificate of Letters of Administration filed herewith and marked "Exhibit D".
- Seventh: That your Orators are informed and believe that the said personal estate is not sufficient to discharge all the just debts due and owing by the said decedent, and that any deficiency in said personal estate ought to be supplied by sale of all or such part as may be necessary, of the real estate of the aforesaid decedent.
- Eighth: That the said real estate is not susceptible to partition, and it would be to the interest and benefit of all the parties interested as devisees under said will in said property that it be sold.
- Ninth: That a part of the said real estate included in the residuary clause of said will consists of a farm known as the "Vandyke Farm", situated in Double Creek in Queen Anne's County, Maryland, and containing 163 acres of land, more or less, the same being more fully described in a deed from Charles H. Jefferson to Thomas M. Jefferson, dated April 21st. 1899, and recorded in Liber W.H.C. No. 9, folio 289, which is made a part hereof and marked "Exhibit E", said farm being subject to a first mortgage to the Federal Land Bank of Baltimore, Maryland, in the sum of \$2500.00
- Tenth: That Herbert E. Perkins, acting as Attorney for the owners entered into an agreement, of sale on 19th. day of November, 1931 through H.T. Jewell, real estate agent, to sell the aforesaid farm to Charles Cohey, at and for the sum of \$3000.00 of which amount \$500.00 was paid in cash and the balance of purchase money being the sum of \$2500.00 to be paid by the purchaser assuming the mortgage held by Federal Land Bank, it being provided that said sale to be subject to the approval of the Circuit Court for Queen Anne's County, all of which will appear by copy of said agreement of sale filed herewith and marked "Exhibit F".
- Eleventh: That the sum offered for said real estate is not only a fair and reasonable price but is much more than could be received for said farm at public sale.
- Twelfth: That the other real estate included in said residuary clause consists of the following:-
- (a) Consists of a tract of land containing about 27 acres, more or less, in the Seventh Election District of said Queen Anne's County, and bounded on north by road from Chestertown to Millington, on the east by the land of Charles Dewberry, on the south by land of Robert Ferrell and on the west by land of John Wallen, unimproved with about seven hundred peach trees and five acres of strawberries.
 - (b) All that lot or parcel of land situated in the town of Crumpton, in the seventh election district, bounded by Second Street, Merchant Street, Front Street and Pine Street, generally known as "Town Square", fronting 540 feet on both Second and Front Street, and 300 feet on both Merchant and Pine Street, and laid out as one entire block of 40 lots.
 - (c) All that lot in the Seventh Election district containing about 10 acres of land, more or less, and bounded by the land of Bowers and the main road running from Pine Street to Crumpton; and also the adjoining tract consisting of one acre.

To the end therefore:-

1. That the said real estate of said Thomas M. Jefferson, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of personal estate aforesaid.
2. That a decree may be passed by this Honorable Court for the sale of the real estate, herein above mentioned.
3. That the Contract of Sale, herein above mentioned, be ratified and confirmed by this Honorable Court and a Trustee be appointed to convey said property in accordance with said contract and receive the proceeds from said sale and distribute the same amongst the parties entitled thereto.
4. That your Orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS, to grant unto your Orators the Writ of Subpoena directed to the said Susan B. Jefferson, Executrix of Thomas M. Jefferson, residing in Crumpton, Queen Anne's County, Maryland, and Herbert E. Perkins, Administrator C.T.A. of Thomas M. Jefferson, deceased, residing in Kent County, Maryland, Susan B. Jefferson, individually, who resides in Crumpton, Queen Anne's Co. Md. and Charles H. Jefferson, residing in Kent County, Md. commanding them and each of them to be and appear either in person or by Solicitor in this Court, on or before a certain day to be named therein to show cause, if any they have why a decree ought not to be passed as prayed; and also an Order of Publication giving notice to the said Harry Jefferson and Stella Jefferson, his wife, and Beulah Loper and George Loper, her husband, in the State of New Jersey as aforesaid, and Nora Abrams and B.R. Abrams, her husband in the State Of Pennsylvania as aforesaid, who are non-residents of this State of the object and substance of this bill, and warning them to appear in this Court in person or by Solicitor, on or before a certain day to be named therein, to show cause if any they have, why a decree ought not to be passed as prayed.

IT IS THEREUPON, this 18th. day of May, nineteen hundred and thirty two, ordered by the Circuit Court of Queen Anne's County in Equity, and by the authority of said Court, that the Complainants, 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 20th. day of June, 1932, give notice to the said Jarry Jefferson and Stella Jefferson, his wife, and Beulah Loper and George Loper, her husband, residing in the State of New Jersey and Nora Abrams and B.R. Abrams, her husband residing in the State of Pennsylvania, who are non-residents of this State of the object and substance of this bill, and warning them to appear in the Circuit Court of Queen Anne's County, in Equity, in person or by Solicitor, on or before the 10th. day of July, 1932, 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 of
Queen Anne's County.

Filed May 18th. 1932.

"Exhibit A" filed May 18th. 1932.
Short Copy of Judgment.

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

EHB Jr. John P. Jefferson
Vs.
MBrown. Thomas M. Jefferson.
Apprs. \$10.00
Clerk 2.45 Pd.
Aug. 27th. 1931 Clerk's costs
paid (\$2.45)

No. 33 Apprs. July Term, 1931.
Filed August 14th. 1931, order to docket
suit, Narr and note with power to enter
Judgment by confession &c.
August 4th. 1931 Judgment entered by con-
fession by the Defendant in favor of the
Plaintiff for the sum of Five Hundred twenty
two dollars and fifty cents with interest
from date hereof until paid, and costs of
suit with all exemptions waived, and fifty
two dollars and twenty five cents commis-
sions.

Waiver of Judgment as to farm sold 25th. day of Aug. 1931 to Wm. C. Hombrecht, said farm being in two parcels, one parcel containing 27 acres, more or less, and the other containing 104 acres.

(Examined and entered on Docket of
Claims and will be allowed when
paid, per order of Court.)

Norman S. Dudley,
Register of Wills for Queen
Anne's County.

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 October, 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 Delaware.
Kent County, Sct:-

On this 5 day of January, 1932, then came John P. Jefferson and in the presence of Almighty God solemnly declared (or solemnly, sincerely and truly affirm and declared) that the foregoing account is just and true as stated, and that he John P. Jefferson hath not, directly or indirectly, received any part, parcel, security or satisfaction for the same to the best of his knowledge and belief, except such part as is credited.

Notary
Public
Seal.

Wilbur D. Burton.
Notary Public.

"Exhibit B" filed May 18th. 1932.
Short copy of Judgment.

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

EHB Jr. John P. Jefferson.

Vs.

MB Thomas M. Jefferson

Apprs. \$10.00
Clerk 2.45

Aug. 27th. 1931 Clerk's costs
paid (\$2.45)

No. 32 Apprs. July Term, 1931.
Filed August 4th. 1931 Order to docket
suit, Narr and note with power to
enter judgment by confession &c.
August 4th. 1931 Judgment entered by
confession by the Defendant in favor
of the Plaintiff for the sum of
Five Hundred Three dollars, with int-
erest from date hereof until paid,
and costs of suit, with all exemptions
waived, and fifty dollars and thirty
cents commissions.

Waiver of Judgment as to farm sold 25th. day of Aug. 1931, to Wm. C. Hambrecht,
said farm being in two parcels, one containing 77 acres, more or less, the other
containing 104 acres 7 prs. more or less, filed Aug. 27th. 1931.

Examined and entered on Docket of Claims
and will be allowed when paid, per order of
Court.

Norman S. Dudley,
Register of Wills for Queen
Anne's County,

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 sixteenth day of October, 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, Delaware County, Sct:-

On this 5 day of January, 1932 then came John P. Jefferson and in the presence of Almighty God solemnly declared (or solemnly, sincerely and truly affirmed and declared) that the foregoing account is just and true as stated, and that he John P. Jefferson hath not, directly or indirectly, received any part, parcel, security or, satisfaction for the same to the best of his knowledge and belief, except such part as is credited.

Notary
Public
Seal.

Wilbur D. Burton.
Notary Public.

"Exhibit C", Certified Copy of Last
Will and Testament of Thos. M. Jefferson, deceased,
filed May 18th. 1932.

I, Thomas M. Jefferson of Crumpton, Queen Anne's County, Maryland, do make this my last will and testament in manner following, that is to say:-

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

First: I give and bequeath to my wife, Susie B. Jefferson, all of the household furniture and belongings, unless previously sold in my lifetime with the house; and also my automobile.

Second: I give and bequeath to Edward Wilkson, my wife's brother, the cane he made me a present of, my best shoes and best hat.

Third: I give and bequeath to my two brothers, Charles H. Jefferson of Chestertown, Maryland, and John R. Jefferson of Smyrna, Delaware, each one of my watches, and to be divided between them my clothing.

Fourth: All the rest and residue of my estate, real personal or mixed, wherever situated, I give, devise and bequeath, one-third to my wife, Susie B. Jefferson, provided she remains my widow, and one-third to my brother, Charles H. Jefferson of Chestertown, Maryland, and one-third to my brother John R. Jefferson, of Smyrna, Delaware, their heirs, personal representatives and assigns.

Fifth: If I die in Maryland it is my wish that I be buried in Smyrna, Delaware, and if I die in Pennsylvania, it is my wish that I be buried in Bristol, Pa..

Sixth: I constitute and appoint my wife, Susie B. Jefferson and my brother, Charles H. Jefferson (and if my brother Charles H. Jefferson, predeceases me, then Herbert E. Perkins in his place) to be the Executors of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made.

In testimony whereof I have hereunto subscribed my name and affixed my seal this 28th. day of March, in the year nineteen hundred and thirty one.

Thomas M. Jefferson. (SEAL)

Signed, sealed, published and declared by the above named Testator, as and for his last will and testament in the presence of usm who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses:

Mary A. Pennington.
Herbert E. Perkins.

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

On the 6th. day of October, A.D. 1931, came Herbert E. Perkins, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Thomas M. Jefferson, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from Thomas M. Jefferson, on or about 28th. day of March A.D. 1931.

Sworn before

Norman S. Dudley
Register of Wills for Queen Anne's
County.

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

On the 6th. day of October, 1931, came Mary A. Pennington and Herbert E. Perkins subscribing witnesses to the foregoing last will and testament of Thomas M. Jefferson, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator sign and seal said Will; that they heard him publish, pronounce and declare the same to be his last will and testament, and that at the time of his so doing he was, to the best of their apprehensions of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names, as witnesses; to said Will, at his request in his presence and in the presence of each other.

Sworn in open Court,

Test:

Norman S. Dudley.
Register of Wills for Queen Anne's County.

STATE OF MARYLAND, SCT:

IN THE ORPHAN'S COURT FOR QUEEN ANNE'S COUNTY.

The foregoing Instrument of Writing purporting to be the last will and testament of Thomas M. Jefferson, 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 6th. day of October, A.D. 1931, that the same be admitted in this Court as the true and genuine last will and testament of the said Thomas M. Jefferson, deceased.

Henry C. Bowen
W. Hopper Gibson
Clayton T. Cann.
Judges of the Orphan's Court for Queen
Anne's County.

8
In the Orphan's Court for Queen Anne's County, Maryland, Set:-

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of The Last Will and Testament of Thos. M. Jefferson, deceased, as filed and passed in this office on October 6, 1931, and recorded in Liber 6, 1931 and recorded in Liber W.T.B. No.3, folio 356 in the Orphan's Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 12th. day of May, 1932.

Seal's
Place.

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

Exhibit D-Certificate of
Administration filed May 18, 1932.

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 Orphan's Court for Queen Anne's County, DO HEREBY CERTIFY that it appears from the records in said Court that on the 6th. day of October, A.D. nineteen hundred and thirty one, Letters of Administration c.t.a of all and singular the goods, chattels, credits and personal estate of Thomas M. Jefferson late of Queen Anne's County deceased, were granted and committed unto Susan B. Jefferson and Herbert E. Perkins, after they had entered into bond with approved security for the due performance thereof, according to law, and after they had taken the oath by law required of them.

In testimony whereof, I, Norman S. Dudley, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphan's Court of Queen Anne's County, this 12th. day of May, nineteen hundred and thirty two.

Seal's
Place.

Norman S. Dudley.
Register of Wills for Queen Anne's
County.

"Exhibit E"-Certified
Copy of Deed, filed May 18th. 1932.

Queen Anne's County, to wit: Be it remembered, that on the twenty ninth day of April, in the year One thousand eight hundred and ninety nine, the following Deed was brought to be recorded, to wit:-

U.S.
Internal Rev.
3-50¢ Stamps
8-25¢ "
Stamp CHJ
21 Apr. 99
\$3.50

This Deed, Made this twenty first day of April, in the year one thousand eight hundred and ninety nine, by Charles H. Jefferson and Margaret A. Jefferson, his wife, of Queen Anne's County, in the State of Maryland of the one part, and Thomas M. Jefferson of the same County and State of the other part-WITNESSETH, in consideration of Three Thousand two hundred and nineteen dollars and twenty five cents, current money, paid by the said Thomas M. Jefferson the receipt of which is hereby acknowledged, the said Charles H. Jefferson and Margaret A. Jefferson, do grant unto the said Thomas M. Jefferson, his heirs and assigns, in fee simple, all farm tract, piece or parcel of ground situate, lying and being in Queen Anne's County aforesaid, called Tilghmans Discovery, in Double Creek, near Deep Landing, adjoining the lands of E.A. Himmelwright, Sam'l Wallen and others, containing one hundred and sixty three acres of land, more or less, particularly described as follows: Beginning at a stone set at the southwest corner on the public road, and running thence with the road north eighty seven degrees east one hundred and thirty one perches, then north fifteen degrees west one hundred and ten perches, then south eighty eight degrees west twenty three perches, then north four degrees west seventy nine perches, then south eighty five degrees west eighty seven perches to a stone, and thence south four degrees east one hundred and eighty four perches to the beginning, containing one hundred and twenty acres, one rood and twenty eight perches. And beginning at a stone at the end of the said line reversed, south three degrees thirty minutes east seventy one perches, and seven tenths of a perch to a stone, then south eighty six degrees thirty minutes west eighty seven perches to a stone; then north three degrees and thirty minutes west seventy one perches and seven tenths of a perch to a stone at the root of a marked hickory tree on the third line of said tract of land, then with said line reversed to the place of beginning, containing thirty nine acres of land.

It being the same land which was conveyed to the said Charles H. Jefferson by Charles T. Westcott, Trustee, by deed dated the fourteenth day of February, eighteen hundred and ninety four, and duly recorded among the land records for Queen Anne's County aforesaid, in Liber W.H.C. No. 1, fol. 48, as on reference thereto will 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 belonging or in anywise appertaining. To have and to hold the said piece or parcel of ground and premises above described or 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 M. Jefferson, in fee simple. And the said Charles H. Jefferson covenants that he will warrant specially the property hereby granted, and that he will execute such further

assurances of said land as may be requisite.

Witness the hands and seals of said grantors.

Test: Ben. N.S.Wilkins.

Charles H. Jefferson.
Margaret A. Jefferson.

(SEAL)

State of Maryland, Kent County, to wit: I hereby certify that on this twenty first day of April, in the year one thousand eight hundred and ninety nine, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent County aforesaid, personally appeared Charles H. Jefferson and Margaret A. Jefferson, his wife, and each acknowledged the foregoing deed to be their respective act.

Ben. N.S.Wilkins, J.P.

State of Maryland, Kent County, Set:-

I hereby certify that Ben. N.S.Wilkins, Esquire, before whom the annexed, acknowledgements were made, and who has thereto subscribed his name, was at the time of so doing, a Justice of the Peace of the State of Maryland, in and for Kent County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature.

In testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Kent County, this 21st day of April, A.D. 1899.

James T. Dixon.
Clerk of the Circuit Court for Kent County.

U.S.
Internal Rev.
Stamp- JTD
21st Apr. 99
10¢

Circuit Court
Seal
Kent Co.
Md.

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

I hereby certify that the foregoing is truly taken and copied from Liber W.H.C.No.9, folios 289 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 thirteenth day of May, in the year nineteen hundred and thirty two.

Seal's
Place.

B.Hackett Turner, Clerk.

"Exhibit F" Agreement
filed May 18th. 1932.

This Agreement, made in duplicate, this 19th. day of November, 1931, by and between Herbert E. Perkins, Attorney and H.T. Jewell, Agent for Charles Cohey:

WITNESSETH, that the said Perkins, Attorney for the owners hereby agrees to sell, and the said H.T. Jewell, Agent for Charles Cohey, hereby agrees to buy the Jefferson farm known as the "Vandyke Farm" situated in Double Creek in Queen Anne's County, Maryland.

At and for the sum of \$3000.00 of which amount \$300.00 is paid in cash to the said Herbert E. Perkins, Attorney, and \$200.00 is paid in cash to the said Jewell, representing his commissions for negotiating said sale, and the balance of the purchase money, to wit: the sum of \$2500.00 to be paid by the purchaser assuming the mortgage held by the Federal Land Bank, with proper adjustment of said mortgage with the seller of any difference between the amount due under mortgage and the said \$2500.00.

It is understood and agreed that the vendors are to furnish a good and marketable title.

It is also understood and agreed that the said real estate is now owned by Susan B. Jefferson, and Charles H. Jefferson and the heirs of John R. Jefferson under the last will and testament of Thomas M. Jefferson, deceased; who hold the same subject to all the indebtedness of the said Thomas M. Jefferson, deceased.

And that a fee simple deed for same will be procured from the said owners; and in the event that any of the said interested parties should refuse to join in said deed then proper proceedings would be instituted in the Circuit Court for Queen Anne's County for the purpose of selling under Deed of Court the said property, and if necessary to resort to said legal proceedings, then said sale would be subject to the approval of said Court.

Current taxes due September 1st. 1931 to be paid by the purchaser.

As witness our hands and seals the day and year first above written.

Test:

Herbert E. Perkins
H.T. Jewell, Ag't.

(SEAL)
(SEAL)

Exhibit G, Certified Copy of Deed
Filed May 18th. 1932.

Queen Anne's County, to wit: Be it remembered that on the twenty fourth day of August, in the year nineteen hundred and fifteen, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 28th. day of July, in the year one thousand nine hundred and fifteen, by and between Joel T. McGinnes and Emma S. McGinnes, his wife, to Thomas M. Jefferson, all of Queen Anne's County, and State of Maryland.

WITNESSETH, that in consideration of the sum of two hundred and sixty (\$260.00) dollars by the said Thomas M. Jefferson, unto the said Joel T. McGinnes paid, the receipt of which is hereby acknowledged, the said Joel T. McGinnes and Emma S. McGinnes do grant and convey unto the said Thomas M. Jefferson, his heirs and assigns, in fee simple, all their right, title and estate in and to all that tract or parcel of land situate, lying and being in said Queen Anne's County aforesaid, and in the 7th. election district thereof adjoining what was formerly the land of William C. Robinson and also other lands of the said Thomas M. Jefferson and the lands of others and containing ten acres of land, more or less. BEING moreover the same lands and premises conveyed by Louise and James Corsey to the said Joel T. McGinnes by deed of February the 24th. A.D. 1906 and duly recorded in Liber S.S.No.1, folio 141 of the land records for said Queen Anne's County reference to which deed and the deed therein mentioned is to be made for a fuller description of the interest in the said lands hereby conveyed, the said tract being the same lands and premises of which a certain Alfred Price died seized and possessed and which descended upon his death, intestate to his heirs at law, of whom the said Louisa Corsey survived at the time of the execution of the said deed to the said Joel T. McGinnes at the time aforesaid.

AND it is understood and agreed that the said Joel T. McGinnes is to remove or have removed from the hereby conveyed lands and premises, the dwelling house thereon now occupied by Joseph Massey colored, in six months from this date,

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

TO HAVE AND TO HOLD the said lands and premises above described and mentioned and hereby intended to be conveyed; together with all the right, privileges, appurtenances and advantages thereto belonging or in anywise appertaining unto and to the proper use and benefit of the said Thomas M. Jefferson, his heirs and assigns, in fee simple.

AND the said Joel T. McGinnes 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.

WITNESS the hands and seals of the said grantors.

Test: Jesse B. Burchinal.

Joel T. McGinnes. (SEAL)
Emma S. McGinnes. (SEAL)

STATE OF MARYLAND, KENT COUNTY, to wit:-

I hereby certify that on this 28th. day of July, 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, State aforesaid, personally appeared Joel T. McGinnes and Emma S. McGinnes, his wife, grantors named in the foregoing deed and each acknowledged the foregoing deed to be their respective act.

Notary
Public
Seal.

Jesse B. Burchinal.
Notary Public.

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

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W.No.7, folio 456 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 Mary, in the year nineteen hundred and thirty two.

Seal's
Place.

B. Hackett Turner, Clerk.

"EXHIBIT H."
filed May 18th. 1934.

#6575. Queen Anne's County, to wit: Be it remembered that on the seventh day of August, in the year nineteen hundred and eighteen, the following Deed was brought to be recorded, to wit:-

This Deed, made this 30th. day of July, in the year nineteen hundred and eighteen by Thomas J. Levey and Susan Levey, his wife, of Baltimore City, in the State of Maryland, Witnesseth:-

That, for and in consideration of the sum of two thousand and fifty five dollars, (\$2055.00) receipt of which is hereby acknowledged, the said Thomas J. Levey and Susan Levey, his wife, do hereby grant and convey unto Thomas M. Jefferson, of Queen Anne's County, in the State of Maryland, his heirs and assigns, in fee simple, the following real estate, to wit:-

First: All that lot or parcel of land, situate on Broad Street and Front Street, in the town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, known as "The Hotel Property", containing one acre and twenty three perches of land, more or less, adjoining the property of Mrs. Emma Shappard the property of Washington Jarman and the property of Mrs. Able Biddle.

Second: All that lot or parcel of land situate in the town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, bounded by Second Street, Merchant Street, Front Street, and Pine street, generally known as "Town Square", fronting five hundred and forty feet on both Second and Front Streets and three hundred feet on both Merchant and Pine Streets, laid out as one entire block of forty lots.

The above described real estate being the same and all the real estate described in the deed to the said Thomas J. Levey from Thomas M. Jefferson and Susan B. Jefferson, his wife, dated the 29th. day of December in the year nineteen hundred and fifteen, and recorded in Liber W.F.W.#8, folios 343 &c. a land record book for Queen Anne's County, Maryland, to which said deed and the references therein contained reference is hereby specially made.

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

And the said Thomas J. Levey does hereby covenant that he will warrant specially the above property (Except as to the lien of the mortgage from the said Thomas J. Levey and Susan Levey, his wife to the said Thomas M. Jefferson dated the 29th. day of December, 1915, and recorded in Liber W.F.W.#8, folios 344 &c. a land record book for Queen Anne's County, Maryland, and that he will execute such further assurances of said land as may or become requisite or necessary.

Witness the hands and seals of the grantors the day and year first above written.

Test: George H. Leimkuhler. Thomas J. Levey. Susan Levey. (SEAL) (SEAL)

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 30th. day of July, in the year nineteen hundred and eighteen, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, duly commissioned and qualified, personally appeared Thomas J. Levey and Susan Levey, his wife, and did each acknowledge the foregoing deed to be their respective act.

Witness my hand and Notarial seal.

Notary Public Seal. George H. Leimkuhler. Notary Public. : Two \$1.00 Internal Revenue Stamps. : Two .25 " " " " : Endorsed T.J.L. 7/30/18

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R.No.1, folios 164 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 thirteenth day of May, in the year nineteen hundred and thirty two.

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

Exhibit I, filed Ma7 18th. 1932.

Queen Anne's County, to wit: Be it remembered that on the tenth day of July, in the year nineteen hundred and one the following Deed was brought to be recorded, to wit:-

THIS DEED, made this fifth day of July, in the year nineteen hundred and one by Joel T. McGinnes and Emily S. McGinnes, his wife, of Queen Anne's County, in the State of Maryland.

WITNESSETH, that in consideration of the sum of two hundred and twenty five dollars the receipt of which is hereby acknowledged, the said Joel T. McGinnes and Emily S. McGinnes, his wife, do hereby grant and convey unto Thomas M. Jefferson of the County and State aforesaid, in fee simple, all that lot or parcel of land situated in the Seventh Election District of Queen Anne's County aforesaid, on Peark Creek, adjoining the lands of Wesley Chairs, F.M. Sheppard &c. on the public road leading from Crumpton to Holdens Hill and containing about seven acres, three rods and twelve perches of land, and being the same land described in a deed from Edwin H. Brown, surviving administrator of J.C. Shappard, to Eliza Ellen Holliday wife of William Hollyday, colored, dated the twenty fourth day of April, eighteen hundred and eighty three, and recorded among the land records of said Queen Anne's County in Liber S.C.D.No.3, folio 49 &c. And also all that lot of land fully described in a deed of mortgage from William Holliday and wife and others, to John T. Adkinson, agent for Jane Curlett, dated the eleventh day of December, eighteen hundred and seventy nine, and recorded among the land records aforesaid in Liber J.W.No.10, folios 268 &c. containing two acres of land, more or less, and on which Jane Curlett obtained judgment on the eighteenth day of February, eighteen hundred and eighty five which was set to use of George E. Harrison, and then to use of George M. Vansant, as will appear by reference to Magistrates Judgment record book S.E.D.No.1, folio 138.

And the said Joel T. McGinnes covenants that he will warrant generally and specially the property hereby conveyed and will execute such further assurances of title thereto as may be requisite or necessary.

Witness our hands and seals.

Test: B.F. Hartley.

Joel T. McGinnes. (SRAL)
Emily S. McGinnes. (SEAL)

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

I hereby certify that on this fifth day of July, in the year nineteen hundred and one, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Joel T. McGinnes, and Emily S. McGinnes, his wife, and each acknowledged the foregoing deed to be their joint and several act.

Benjamin F. Hartley, J.P.

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

I hereby certify that the aforesaid is truly taken and copied from Liber J.E.G.No.2, folio 133 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 13th. day of May, in the year 1932.

B. Hackett Turner, Clerk.

Exhibit J, filed May 18th. 1934.

Queen Anne's County, to wit: Be it remembered that on the third day of September, in the year nineteen hundred and three the following Deed was brought to be recorded, to wit:-

This Deed, of Conveyance, made this twenty second day of July, in the year nineteen hundred and three, by A. N. Howell, and Florence M. Howell, his wife, of Queen Anne's County, State of Maryland, Witnesseth; that in consideration of the sum of thirty dollars, the receipt of which is hereby acknowledged the said A. N. Howell, and Florence M. Howell, his wife, do hereby grant and convey unto Thomas M. Jefferson, also of Queen Anne's County, and State aforesaid, the following lot or parcel of land, containing one acre, be the same, more or less, situate, lying and being on the west side of the public road, leading from Crumpton to McGinnes; bounded on the north by land aforesaid Thomas M. Jefferson, said land being known as the Hollyday lot, on the south by land of said A. N. Howell, and wife, on the east by the aforementioned public road, and on the west by a stream known as Peark Creek; said land having a front of twenty seven feet on the aforesaid public road, and following as its southern boundary an irregular ravine, until said ravine intersects the aforesaid Pearl Creek. And the said A. N. Howell, and Florence M. Howell, his wife, hereby covenant and agree, that they will warrant generally and specially, the property hereby conveyed and will execute such further assurances of title thereto as may be requisite or necessary.

Witness our hands and seals.

his
A. N. X Howell. (SEAL)
mark

Test: B.F. Hartley.

Florence M. Howell. (SEAL)

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

I hereby certify that on this twenty second day of July, in the year nineteen hundred and three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared A.N.Howell, his wife, and did each acknowledge the foregoing deed to be their joint and respective act.

Benjamin F.Hartley, J.P.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.E.G.No.5, fol. 334, 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 thirteenth day of May, in the year nineteen hundred and thirty two.

Seal's
Place.

B.Hackett Turner, Clerk.

Subpoena filed May 26, 1932.

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

To Charles H.Jefferson,
of Kent County, Greeting:-

Seal's
Place.

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st. Monday of June, next, to answer the complaint of John A.Tobin & Son, and John P.Jefferson 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 2nd. day of May, 1932. Issued the 18th. day of May, in the year 1932.

B.Hackett Turner, Clerk.

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 June, next, being the Return Day.

B.Hackett Turner, Clerk.

And on the back of the foregoing was thus endorsed, to wit:-
Summed. & copy left 5/24/32.

John T.Vickers.

Filed May 26th. 1932.

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

To Susan B.Jefferson, individually,
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 1st. Monday of June, next, to answer the complaint of John A.Tobin & Son, and John P.Jefferson; against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.
Witness the Honorable Wm.H.Sdkins, Chief Judge of our said Court,
the 2nd. day of May, 1932.
Issued the 18th. day of May, in the year 1932.

B.Hackett Turner, Clerk.

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 June next, being the Return Day.

B.Hackett Turner, Clerk.

True copy,

Test: B.Hackett Turner, Clerk.

And on the back of the foregoing was thus endorsed, to wit:-
Summoned, J.Elmer Anthony, Sheriff.

May 23, 1932.

Filed May 26th, 1932.

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

Seal's
Place.

To Herbert E. Perkins, Administrator C.T.A. of Thomas M. Jefferson, deceased.
of Kent County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st. Monday of June next, to answer the complaint of John A. Tobin & Son, and John P. Jefferson 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 2nd. day of May, 1932.

Issued the 18th. day of May, in the year 1932.

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 June next, being the Return Day.

B. Hackett Turner, Clerk.

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

And on the back of the foregoing was thus endorsed, to wit:-
Summoned this 24 day of May, 1932, & copy left.

John T. Vickers, Sheriff of Kent Co. Md.

Filed May 26th. 1932.

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

Seal's
Place.

Susan B. Jefferson, Executrix of Thomas M. Jefferson, of Queen Anne's
County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st. Monday of June, next, to answer the complaint of John A. Tobin & Son, and John P. Hefferson, 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 2nd. day of May, 1932.

Issued the 18th. day of May, in the year 1932.

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 June next, being the Return Day.

B. Hackett Turner, Clerk.

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

And on the back of the foregoing was thus endorsed, to wit:-
Summoned. J. Elmer Anthony, Sheriff.

May 23, 1932.

Filed May 26th. 1932.

Petition and Order of Court
filed July 7, 1932.

John A. Tobin, et al.

Vs.

Susan B. Jefferson,
Executrix et al.

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

To the Honorable, the Judges of said Court:-

The Petition of John A. Tobin, et al. Complainants in the above entitled cause, respectfully represent:-

1. Your Petitioners filed their Bill of Complaint in above entitled case, and process issued as prayed.
2. That since that time your Petitioners have learned that some of the heirs of the said John R. Jefferson, deceased, were omitted, and are necessary parties to said proceedings.

MAY IT PLEASE YOUR HONORS, to grant unto your Orators the Writ of Subpoena directed to the said Susan B. Jefferson, Executrix, of Thomas M. Jefferson, residing in Crumpton, Queen Anne's County, Maryland, and Herbert E. Perkins, Administrator, C.T.A. of Thomas M. Jefferson, deceased, residing in Kent County, Maryland, Susan B. Jefferson, individually, who resides in Crumpton, Queen Anne's County, Md., and Charles H. Jefferson, residing in Kent County, Maryland, commanding them and each of them to be and appear either in person or by Solicitor in this Court and answer said amended Bill of Complaint on or before a certain day to be named therein to show cause, if any they have why a decree ought not to be passed as prayed; and also an Order of Publication giving notice to the said Harry Jefferson and Stella Jefferson, his wife, and Beulah Loper and George Loper, her husband, in the State of New Jersey, as aforesaid, and Nora Abrams and B.R. Abrams, her husband, in the State of Pennsylvania, as aforesaid, who are non residents of this State of the object and substance of the Bill of Complaint, and Amended Bill of Complaint, and warning them to appear in this Court in person or by Solicitor on or before a certain day to be named therein, and to answer said Bill of Complaint, and Amended Bill of Complaint, and to show cause, if any they have why a decree ought not to be passed as prayed;; and also an Order of Publication giving notice to the said J. Alphaus Jefferson residing in the State of New Jersey, and Marna J. Hickman and Henry Hickman, her husband, residing in the State of Delaware, and the said Margaret Cole McGready and George McGready, her husband, residing in the State of Pennsylvania, who are non-residents of this State of the object and substance of the Bill of Complaint and Amended Bill of Complaint, and warning them to appear in this Court in person or by Solicitor on or before a certain day to be named therein, to show cause, if any they have why a decree ought not to be passed as prayed.

As in duty bound, etc.,

Herbert E. Perkins.
Solicitor for Complainants.

Filed July 7, 1932.

Subpoena filed July 13, 1932

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

Seal's Place. To Susan B. Jefferson, Executrix of Thomas M. Jefferson.
of Queen Anne's County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of August, next, to answer the complaint of John A. Tobin et al. against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable Wm. H. Adkins, Chief Judge of our said Court the 1st. Monday of July, 1932.

Issued the 7th. day of July, in the year 1932.

Herbert E. Perkins,
Solicitor for Complainants.

B. Hackett Turner, Clerk.

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

B. Hackett Turner, Clerk.

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

Summon and copy of Bill of Complaint left .

July 11, 1932. J. Elmer Anthony, Sheriff.

Filed July 13th. 1932.

Subpoena.

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

Seal's Place. To Susan B. Jefferson, Individually, of Queen Anne's County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st. Monday of August, next, to answer the complaint of John A. Tobin et al. against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable, Wm. H. Adkins, Chief Judge of our said Court, the 1st. Monday of July, 1932.

Issued the 7th. day of July, in the year 1932.

Herbert E. Perkins,
Solicitor for Complainant/

B. Hackett Turner, Clerk.

To the Defendant: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of August next. being the Return Day.

B. Hackett Turner, Clerk.

And on the back of the foregoing was thus endorsed, to wit:-
 Summoned and copy of Bill of Complaint left.
 J.Elmer Anthony.
 Sheriff.
 Filed July 13th. 1932.

Subpoena.

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

Seal's Place. To Herbert E.Perkins, administrator, C.T.A. of Thomas M. Jefferson, deceased. of Kent County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of August next, to answer the complaint of John A.Tobin et al. against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.
 Witness the Honorable Wm.H.Adkins, Chief Judge of our said Court, the 1st. Monday of July, 1932.
 Issued the 7th. day of July, in the year 1932.

Herbert E.Perkins, Solicitor for Complainant. B.Hackett Turner, Clerk.

To the Defendant: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of August next, being the Return day.

B.Hackett Turner, Clerk.

And on the back of the foregoing was thus endorsed, to wit:-
 Summoned ambo. 7/15/32.
 John T.Vickers, Sheriff Kent Co. Md..
 Filed July 16th. 1932.

Subpoena.

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

Seal's Place. To Charles M.Jefferson. of Kent County, Greeting:

You are hereby commanded that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of August, next, to answer the complaint of John A.Tobin et al. against you in the said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.
 Witness, the 1st. Monday of July, 1932.
 Issued the 7th. day of July, in the year 1932.

Herbert E.Perkins, Solicitor for Complainant. B.Hackett Turner, Clerk.

To the Defendant: You are required to file your answer or other defense, in the office of the Clerk of this Court within fifteen days of the first Monday of August, next, being the Return day.

B.Hackett Turner, Clerk.

And on the back of the foregoing was thus endorsed, to wit:-
 Summoned Ambo. 7/15/32
 John T.Vickers,
 Filed July 16th. 1932. Sheriff Kent Co.. Md..

Order of Publication to lie in office, filed July 9th. 1932.

ORDER OF PUBLICATION

John A.Tobin and John H.Tobin,
 co-partners, trafing as John A.Tobin
 and Son. John P.Jefferson

In the Circuit Court

for

Vs.
 Susan B.Jefferson, Executrix, and
 Herbert E.Perkins, Administrator, C.T.A.
 of Est. of Thomas M.Jefferson, deceased,
 Susan B.Jefferson, individually,
 Charles H.Jefferson, Harry Jefferson and
 Stella Jefferson, his wife, Beulah Loper and
 George Loper, her husband, Nora Abrams and
 B.R.Abrams, her husband.

Queen Anne's Co. Md..

In Equity,

No. 2909.

J.Alpheus Jefferson, Merna J.Hickman
 and Henry Hickman, her husband, Margaret
 Cole McGready and George McGready,
 ger husband.

The object of this suit is a creditors proceeding for the sale of real estate situated in Queen Anne's County, Maryland, belonging to Thomas M. Jefferson, deceased, on account of the insufficiency of the personal estate to discharge all the just debts due and owing by the said decedent.

The substance of the Bill of Complaint and amended Bill of Complaint, is as follows:

First

That the estate of the said Thomas M. Jefferson, deceased, is indebted unto your orator, John A. Tobin and Son in the full and just sum of \$230.00 for funeral expenses.

Second

That the said Thomas M. Jefferson was in his lifetime indebted unto your Orator John P. Jefferson in the sum of \$522.50 as per certified copy of judgment filed herewith and marked "Exhibit A" and also in the sum of \$503.00 as per certified copy of judgment filed herewith and marked "Exhibit B".

Third

That the said Thomas M. Jefferson, being so indebted as aforesaid unto your Orators, and also unto divers other persons having real and personal estate, departed this life on or about September 2nd, 1931, leaving a last will and testament which was duly admitted to probate by the Orphan's Court for said Queen Anne's County, a certified copy being filed herewith and marked "Exhibit C".

Fourth

That by the fourth item of said last will and testament all the rest and residue was devised and bequeathed, one-third to the said Susan B. Jefferson, one-third to the said Charles H. Jefferson, and one-third to the said John R. Jefferson,

Fifth

That the said John R. Jefferson departed this life on or about the 12th day of November, 1931 intestate, leaving no widow, but the following children and descendants of deceased children as his heirs-at-law.

- (a) Harry Jefferson, a son, whose wife's name is Stella Jefferson, and they reside in Pennsville, New Jersey, both of whom are of full age.
- (b) Beulah Loper, a daughter, who intermarried with George Loper, and they reside in Salem, New Jersey, both of whom are of full age.
- (c) Nora Abrams, a daughter, who intermarried with B.R. Abrams, and they reside in Philadelphia, both of whom are of full age.
- (d) J. Alpheus Jefferson, adult, residing in Salem, New Jersey, a son of J. Thomas Jefferson, deceased, who was a son of the said John R. Jefferson, deceased.

Merna J. Hickman, (who intermarried with Henry Hickman) both adults, residing in Wilmington, Dela. a daughter of J. Thomas Jefferson, deceased, who was a son of the said John R. Jefferson, deceased.

- (e) Margaret Cole McGready (who intermarried with George McGready) adults residing in Aldon, Pa. a daughter of Gussie J. Cole, who died in 1920, and who was a deceased daughter of the said John R. Jefferson.

Sixth

That Administration of all and singular the personal estate, of the said Thomas M. Jefferson has been lately granted by the Orphan's Court of Queen Anne's County to Susan B. Jefferson of Crumpton, Maryland, as Executor, and Herbert E. Perkins, Administrator, C.T.A. of Chestertown, Maryland, as will appear by reference to Certificate of Letters of Administration filed herewith and marked "Exhibit D".

Seventh

That your Orators are informed and believe that the said personal estate is not sufficient to discharge all the just debts due and owing by the said decedent, and that any deficiency in said personal estate ought to be supplied by sale of all or such part as may be necessary, of the real estate of the aforesaid decedent.

Eighth

That the said real estate is not susceptible to partition, and it would be to the interest and benefit of all the parties interested as devisees under said will in said property that it be sold.

Ninth

That a part of the said real estate included in the residuary clause of said will consists of a farm known as the "Vandyke Farm" situated in Double Creek in Queen Anne's County, Maryland, and containing 163 acres of land, more or less, the same being more fully described in a deed from Charles H. Jefferson to Thomas M. Jefferson, dated April 21st, 1899, and recorded in Liber W.H.C. No. 9, folio 289, which is made a part hereof and marked "Exhibit E" said farm being subject to a

first mortgage to the Federal Land Bank, of Baltimore, Maryland, in the sum of \$2500.00

Tenth

That Herbert E. Perkins acting as Attorney for the owners entered into an agreement of sale on 19th. day of November, 1931, through H.T. Jewell real estate agent, to sell the aforesaid farm to Charles Cohey, at and for the sum of \$3000.00 of which amount \$500.00 was paid in cash and the balance of purchase money being the sum of \$2500.00 to be paid by the purchaser assuming the mortgage held by Federal Land Bank, it being provided that said sale to be subject to the approval of the Circuit Court for Queen Anne's County, all of which will appear by copy of said agreement of sale filed herewith and marked "Exhibit F".

Eleventh

That the sum offered for said real estate is not only a fair and reasonable price but is much more than could be received for said farm at public sale.

Twelfth

That the other real estate included in said residuary clause consists of the following:-

- (a) Consists of a tract of land containing about 27 acres, more or less, in the Seventh election district of said Queen Anne's County, and bounded on north by road from Chestertown to Millington, on the east by the land of Charles Dewberry, on the south by land of Robert Ferrel and on the west by land of John Wallen, unimproved with about seven hundred peach trees and five acres of strawberries.
- (b) All that lot or parcel of land situated in the town of Crumpton, in the Seventh Election District, bounded by Second Street, Merchant St. Front Street and Pine Street, generally known as "Town Square" fronting 540 feet on both Second and Front Street, and 300 feet on both Merchant and Pine Street, and laid out as one entire block of 40 lots.
- (c) All that lot in the Seventh election district, containing about 10 acres of land, more or less, and bounded by the land of Bowers and the main road running from Pine Street to Crumpton; and also the adjoining tract consisting of one acre.

To the end therefore;

1. That the said real estate of said Thomas M. Jefferson, deceased, or so much thereof as may be necessary for the purpose may be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of personal estate aforesaid.
2. That a decree may be passed by this Honorable Court for the sale of the real estate, herein above mentioned.
3. That the Contract of Sale, herein above mentioned be ratified and confirmed by this Honorable Court and a Trustee be appointed to convey said property in accordance with said contract and receive the proceeds from said sale and distribute the same amongst the parties entitled thereto.
4. That your Orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS, to grant unto your Orators the Writ of Subpoena directed to the said Susan B. Jefferson, Executrix of Thomas M. Jefferson, residing in Crumpton, Queen Anne's County, Maryland, and Herbert E. Perkins, Administrator, C.T.A. of Thomas M. Jefferson, deceased, residing in Kent County, Maryland, Susan B. Jefferson, individually who resides in Crumpton, Queen Anne's County, Md. and Charles H. Jefferson, residing in Kent County, Maryland, commanding them and each of them to be and appear either in person or by solicitor in this Court and answer said amended Bill of Complaint, on or before a certain day to be named therein to show cause, if any they have why a decree ought not to be passed as prayed; and also an Order of Publication giving notice to the said Harry Jefferson and Stella Jefferson, his wife, and Beulah Loper and George Loper, her husband, in the State of New Jersey, as aforesaid, and Nora Abrams and B.R. Abrams, her husband, in the State of Pennsylvania as aforesaid, who are non residents of this State of the object and substance of the Bill of Complaint, and Amended Bill of Complaint, and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, and to answer said Bill of Complaint, and Amended Bill of Complaint, and to show cause, if any they have why a Decree ought not to be passed as prayed; and also an Order of Publication giving notice to the said J. Alpheus Jefferson residing in the State of New Jersey, and Merna J. Hickman and Henry Hickman, her husband, residing in the State of Delaware, and the said Margaret Cole McGready and George McGready, her husband, residing in the State of Pennsylvania, who are non-residents of this State of the object and substance of the Bill of Complaint and Amended Bill of Complaint, and warning them to appear in this Court in person or by Solicitor on or before a certain day to be named therein, to show cause, if they have why a decree ought not to be passed as prayed.

It Is Thereupon, this 9th. day of July, 1932, ordered by the Circuit Court of Queen Anne's County, in Equity, and by the authority of said Court that the Complainants, 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 16th. day of August, 1932, give notice to the said Harry Jefferson and Stella Jefferson, his wife, and Beulah Loper and George Loper, her husband, residing in the State of New Jersey, and Nora Abrams and B.R. Abrams, her husband, residing in the State of Pennsylvania, and J. Alpheus Jefferson, residing in the State of New Jersey, and Merna J. Hickman and and Henry Hickman, her husband, residing in the State of Delaware, and Margaret Cole McGready and George McGready, her husband, residing in the State of Pennsylvania, who are non residents of this State of the object and substance of this bill, and warning them to appear in the Circuit Court of Queen Anne's County, in Equity, in person, or by solicitor, on or before the 2nd. day of September, 1932, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed.

Filed July 9th. 1932. B. Hackett Turner, Clerk.

Petition to substitute parties with
Exhibit K, filed Sept. 20, 1932.

John A. Tobin et al.

Vs.

Susan B. Jefferson,
Executrix, et al.

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

No. 2909.

To the Honorable, the Judges of said Court:-

First.

That upon institution of the proceedings in the above entitled case, one of the defendants was duly summoned to answer the Bill of Complaint, and the Amended Bill of Complaint, but before making answer thereto departed this life on or about August 5th. 1932, leaving a last will and testament, which has been duly probated by the Orphan's Court of Kent County, Maryland, a certified copy of which is filed herewith and made a part hereof.

Second.

That under said will the said decedent devised all his estate to his daughter, Elizabeth H. Baxter, his son, Harry F. Jefferson, his son, C. Norman Jefferson, his daughter, Helen J. Boggs, his daughter Mable T. Sylvester, and his grandchildren, Charles Tucker and Harry Tucker, who succeed to all the right titled and interest of the said Charles H. Jefferson, deceased, in the estate of Thomas M. Jefferson, deceased.

Your petitioner therefor prays that the above named may be substituted as parties defendant, in the place of Charles H. Jefferson, deceased, in the above proceedings.

As in duty bound, etc..

Herbert E. Perkins,
Sol. for Complainants.

State of Maryland, Kent County, to wit:-

I hereby certify that on this 23rd. day of August, 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, sol. for Complainants, and made oath in due form of law that the matters and things in the foregoing Petition are true and correct to the best of his knowledge and belief.

Notary
Public
Seal.

Mary A. Pennington.
Notary Public.

Filed Sept. 20, 1932.

Order of Court.

Upon the foregoing Petition and Affidavit, It is ordered this 30th. day of August, 1932, by the Circuit Court for Queen Anne's County, in Equity, that the said Elizabeth H. Baxter, Harry F. Jefferson, C. Norman Jefferson, Helen J. Boggs, Mable T. Sylvester, Charles Tucker and Harry Tucker, be made parties defendant to this suit, in the place of the said Charles H. Jefferson, deceased; and that the said parties be summoned accordingly.

Filed Sept. 20th. 1932.

Lewin W. Wickes.

Exhibit K.
Copy of Will and Testament of
Charles H. Jefferson, deceased.

That Charles J. Jefferson, of Chestertown, Kent County, Maryland, do make this my last will and Testament, in manner following, that is to say:-

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

1. Having advanced money and incurred obligations to and for my son, James R. Jefferson, deceased, for his advancement and advantage, during his lifetime, in an amount equal to what would have been a one-seventh interest in my estate, I consider he had already enjoyed and had the benefit of an equal share of my estate. However, I give and bequeath to Margaret E. Jefferson, widow of my said son, James R. Jefferson, deceased, the sum of two hundred (\$200.00) dollars.
2. I direct all the rest, residue, reversion and remainder of my estate, real personal and mixed, to be converted into cash as soon as conveniently may be after my decease, and for that purpose I hereby authorize and empower my executors hereinafter named, and the survivor of them, to sell and dispose of all or any part of the residue of my real estate at public or private sale or sales, for such price or prices, and upon such terms and conditions as to them may seem best, or to the survivor of them; and to grant and convey the same to the purchaser or purchasers thereof, his her or their heirs and assigns, free from all liability for or on account of the application of the purchase money.

3. One full equal sixth part of the net proceeds of the rest and residue of my estate I give and bequeath to my daughter, Elizabeth H. Baxter, widow of Wm. T. Baxter, absolutely.
4. One full equal sixth part of the net proceeds of the said rest and residue of my estate I give and bequeath to my son, Harry F. Jefferson, absolutely.
5. One full equal sixth part of the net proceeds of the said rest and residue of my estate I give and bequeath to my son, C. Norman Jefferson, absolutely.
6. One full equal sixth part of the net proceeds of the said rest and residue of my estate I give and bequeath to my grandchildren, Charles Tucker and Harry Tucker, the children of my daughter, Ruth Hettie Tucker, deceased, absolutely. I suggest the appointment of my son, Harry F. Jefferson, as Guardian for the two said grandchildren.
7. One full equal sixth part of the net proceeds of the said rest and residue of my estate I give and bequeath to my daughter, Helen J. Boggs, absolutely.
8. One full equal sixth part of the net proceeds of the said rest and residue of my estate I give and bequeath to my daughter, Mable T. Sylvester, absolutely.
9. I constitute and appoint my daughter, Elizabeth H. Baxter, my son, Harry F. Jefferson, and my son, C. Norman Jefferson, to be the executors of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made. My executors to serve without bond, and to receive as compensation for their services the sum of One hundred (\$100.00) dollars each.

In testimony whereof I have hereunto subscribed my name and affixed my seal this 10th. day of January, in the year nineteen hundred and twenty two.

Charles H. Jefferson. (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 the presence of each other, have hereunto subscribed our names as witnesses.

Wm. Frazier Russell, Jr.
Mary E. Anderson.

State of Maryland, Kent County, SCT:-

On the 13th. day of August, 1932, came Harry F. Jefferson and in the presence of Almighty God solemnly declared that he does not know of any Will or Codicil of Charles H. Jefferson late of said county, deceased other than above instrument of writing, and that he received the same from Lock Box in Third National Bank on or about the 10th day of August, 1932.

Sworn before me,
Frank W. Smith,
Register of Wills.

State of Maryland, Kent County, SCT:-

On this 16th. day of August, 1932, then came Wm. Frazier Russell, Jr. and Mary E. Anderson, subscribing witnesses to the within and foregoing will, before me, and made oath in due form of law, that they did see Charles H. Jefferson the testator therein named, sign and seal this will, and that they heard him publish, pronounce and declare the same to be his last will and testament. At the time of so doing they believed him to possess a sound disposing mind, memory and understanding, and that they with each other signed this will as witnesses, at the request and in the presence of the testator and in the presence of each other.

Sworn before me,
Frank W. Smith,
Register of Wills.

In the Orphan's Court for Kent County, Maryland.

The Court having carefully examined the above last will and testament of Charles H. Jefferson late of Kent County deceased, and also the evidence adduced as to its validity, orders and decrees this 16th. day of August, 1932, that the same be admitted to probate in this Court as the true and genuine last will and testament of the said Charles H. Jefferson, deceased.

Edward A. Scott	Judges of the Orphan's
J. Henry Thompson,	Court for Kent County,
James H. Groves.	Md.

Answer of Harry Jefferson et al.
filed Sept. 20, 1934.

John A. Tobin et al.

Vs.

Susan H. Jefferson,
Executrix, et al.

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

The Answer of Harry Jefferson and Stella Jefferson, his wife, and Beulah Loper and George Loper, her husband, and Nora Abrams and B. R. Abrams, her husband, Defendants in the above entitled case, and to the Bill of Complaint and Amended Bill of Complaint, against them exhibited.

We, the said Defendants, hereby admit the allegations contained in said Bill of Complaint, and Amended Bill of Complaint, and consent to the passage of a decree as prayed.

Harry L. Jefferson.
Stella Jefferson,

Harry L. Jefferson.
Stella Jefferson
Beulah J. Loper
George L. Loper
Nora E. Abrams
B.R. Abrams.

Ans. of J. Alpheus Jefferson et al.
filed Sept. 20, 1934.

John A. Tobin, et al.

Vs.

Susan B. Jefferson,
executrix, et al.

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

No.

The Answer of J. Alpheus Jefferson, Merna J. Hickman and Henry Hickman, her husband, Margaret Cole McGready and George McGready, her husband, Defendants in the above entitled case, to the Bill of Complaint against them exhibited, and Amended Bill of Complaint.

We, the said defendants, hereby admit the allegations contained in said Bill of Complaint, and Amended Bill of Complaint, and consent to the passage of a Decree as prayed.

Merna J. Hickman
H.A. Hickman
John Alpheus Jefferson
Margaret Cole McGready
George C. McGready.

Answer of Substituted
Defendants, filed Sept. 20, 1932.

John A. Tobin et al.

Vs.

Susan B. Jefferson,
Executrix, et al.

In the Circuit Court for
Queen Anne's County, Md.
in Equity,
No. 2909.

The Answer of Elizabeth H. Baxter, Harry F. Jefferson, C. Norman Jefferson, Helen J. Boggs, Mable T. Sylvester, Charles Tucker and Harry Tucker, Defendants in the place of the defendant, Charles H. Jefferson, deceased, in the above entitled case, to the Bill of Complaint, and the Amended Bill of Complaint against them exhibited.

We, the said defendants, hereby admit the allegations contained in said Bill of Complaint, and the Amended Bill of Complaint, and consent to the passage of a Decree as prayed.

Elizabeth H. Baxter.
Harry F. Jefferson,
C. Norman Jefferson
Helen J. Boggs
Mabel J. Sylvester
Charles T. Tucker
Harry J. Tucker.

Order to take testimony
filed Oct. 4th. 1932.

John A. Tobin, et al.

Vs.

Susan B. Jefferson,
Executrix et al
Three of the Defendants

Susan B. Jefferson, Executrix, and Herbert E. Perkins, adm. c.t.a and Susan B. Jefferson, individually, having been duly summoned, but having failed either to appear or answer, and the remaining Defendants having answered the Bill of Complaint, and the Amended Bill of Complaint.

It is thereupon this 24th. day of September, 1932 by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the Plaintiff is entitled to relief in the premises, but because it does not certainly appear to what relief the plaintiff is entitled, it is further adjudged, and ordered that leave be granted to take testimony before one of the standing examiners of this Court to support allegations of the Bill of Complaint and Amended Bill of Complaint.

Filed Oct. 4, 1932.

Lewin W. Wickes.

Testimony filed Oct. 17th. 1934.

John A. Tobin et al.

In the Circuit Court for
Queen Anne's County, Maryland

Vs.

In Equity.

Susan B. Jefferson
Executrix et al.

No. 2909.

To the Honorable, the Judges of said Court:-

Three of the Defendants having been duly summoned, but having failed to appear or answer, and the remaining Defendants having answered the Bill of Complaint and the Amended Bill of Complaint, and notice having been given me by the Solicitor for the Plaintiffs of a desire to take testimony in the same, leave of Court having first been obtained, I, H.B.W. Mitchell, one of the standing Examiners of said Court assigned Tuesday, October 4th. 1932 at 2 o'clock P.M. at my office as the time and place for the examination of witnesses in said cause, at which last mentioned time and place I attended and proceeded in the presence of the Solicitor for the Complainants to take the following depositions:-

Harry F. Jefferson, a witness of lawful age, produced on the part of the Plaintiffs, being duly sworn, deposes and says:-

1. State your name, residence and occupation.
A. Harry F. Jefferson, Chestertown, Maryland, Merchant
2. Do you know the parties to this suit?
A. Yes.
3. Did you know Thomas M. Jefferson?
A. Yes.
4. Is he living or dead?
A. He is dead, having died on or about September 2nd. 1931.
5. Did the said Thomas M. Jefferson, deceased, leave a last will and testament?
A. He did.
6. By the fourth item of said will he left all the rest and residue of his estate, one-third to Susan B. Jefferson, one-third to Susan B. Jefferson, one-third to Charles H. Jefferson and one-third to John R. Jefferson, who is Susan B. Jefferson referred to in this item of the will?
A. She is the widow and survived her husband, and now if living at Crumpton. Charles H. Jefferson and John R. Jefferson referred to in said item were both brothers of the deceased.
7. Is the said John R. Jefferson living or dead?
A. He is dead, having died November 12th. 1931.
8. Did he leave a last will and testament?
A. No, I understand that he died intestate.
9. Please state the names and heirs-at-law of the said John R. Jefferson, deceased.
A. Harry Jefferson, a son, and his wife's namesis Stella Jefferson, and they reside in Pennsville New Jersey, Beulah Loper, a daughter, whose husband's name is George Loper, and they reside in Salem, New Jersey.
A daughter, Noram Abrams, whose husband is B.R. Abrams, and they reside in Philadelphia, Pa..
10. Besides the above children, did the said John R. Jefferson have any other children that were deceased?
A. Yes, he had a son named J. Thomas Jefferson, who died intestate May 19th. 1926, he left no widow but two children, a son, J. Alpheus Jefferson, who is about 31 years of age, who resides at Salem, N.J.
A daughter, Marna J. Hickman, age about 28 years, and who married Henry Hickman, and their address is Wilmington, Dela.
The said John R. Jefferson also had another daughter named Gussie J. Cole, but she died intestate about 1920 and left a daughter, Margaret Cole, who afterwards married George McGready, and they reside in Aldon, Pa..
All the above parties before referred to are over twenty one years of age.
11. The said Charles H. Jefferson who was one of the devisees under the will of Mr. Thomas H. Jefferson, please state whether he is living or dead.
A. He was my father and died on or about August 5th. 1932.
12. Did your father leave a last will and testament?
A. Yes, which has been probated by the Orphan's Court of Kent County.
13. Under your father's will who were the beneficiaries?
A. All of his estate was left to his six children.
14. Please give their names and residences.
A. A daughter, Eliaabeth H. Baxter, who resides in Chestertown, Kent County, Md. Myself, Harry F. Jefferson, a son, and I reside in Chestertown, Kent Co. Md..
Another son, C. Norman Jefferson, who resides in Easton, Md.
A daughter, Helen J. Boggs, who resides in Los Angeles, California.
Another daughter, Mable J. Sylvester, who resides at Hillsboro, Md.
My father had another deceased daughter, Hettie R. Jefferson, who married Harry T. Tucker. She died intestate either in the year 1918 or 1919, and left two children, Charles Tucker and Harry Tucker, and they live in Queen Anne's County, Post office address, Chestertown, R.R.#1.

All of the above named children and grandchildren are over twenty one years of age.

15. What real estate did the said Thomas M. Jefferson die, seized and possessed of?
- A. He left a farm containing about 163 acres known as Vandyke Farm, situated in Double Creek, Queen Anne's County, Maryland. He left also a tract of land containing about 27 acres in the 7th. election District of Queen Anne's County, unimproved by any buildings, but has on it a peach orchard and about five acres of strawberries. Another small lot of land in Crumpton laid out as one entire block of 40 lots. Another lot of land in Seventh Election district of Queen Anne's County, Maryland, containing about 10 acres of land, more or less, bounded by the land of Bowers and the main road from Pine Street to Crumpton. And another property in Crumpton consisting of residence adjoining George I. Harrison land.
16. What in your opinion would be the value of the tract of some 27 acres where the peach trees and strawberries are?
- A. \$500.00
17. Your value of the lot in Crumpton described as laid out in 40 lots.
- A. About \$100.00
18. What is your value of lot of land in the Seventh Election District, containing about 10 acres of land?
- A. About 175.00
19. What would you think would be a fair valuation of the residence in Crumpton which under the will was left to the widow?
- A. About \$1500.00
20. The 163 acre tract known as Vandyke Farm was referred to in the Bill of Complaint in this case as having been sold on the 19th. day of November, 1931 on behalf of the owners to Charles Cohey for the sum of \$3000.00 the purchaser assuming the mortgage of \$2500.00 on the farm to the Federal Land Bank and to pay \$200.00 in cash to H.T. Jewell, real estate agent, for commissions negotiating said sale, and the remaining \$300.00 in cash; said sale having been made of course subject to the approval of the Circuit Court for Queen Anne's County, Maryland.
- In your opinion would you say that the sale of said farm at that price was reasonable and advantageous to all the interested parties?
- A. I think that is an excellent price.
21. If the said farm was now offered at public sale do you consider there would be much chance of selling it for that much?
- A. From my observation in the farms that are offered at public sale, both in Queen Anne's and Kent County, they are more often withdrawn for inadequacy of price than sold. And if sold at all mostly are bought in by the mortgagees for the amount of the encumbrance. The Vandyke farm I would say belongs to this class. This particular farm is very poorly located, and farms in the neighborhood have not been selling at all when offered at public sale.
22. Before your father, Mr. Charles H. Jefferson, died, and who was one of the devisees under the will of Mr. Thomas M. Jefferson, did he ever talk to you about the reasonableness of selling the Vandyke Farm to Cohey for the sum of \$3000.00
- A. Yes, he did. He was firmly convinced that it would be missing a chance to sell. Besides he would talk about none of the devisees, including himself, feeling it expedient to advance the necessary money to keep up the mortgage interest, the taxes and insurance until the farm might be offered at public sale, with every prospect that when it was sold the net proceeds would have to be used for the payment of debts of the decedent, the personal estate being insufficient.
23. Before Mr. Thomas M. Jefferson died, say in the last couple of years before he died, as owner did he realize much out of the farm?
- A. I am pretty sure that he did not realize enough for the running expenses; and the farm was like most other farms fastly deteriorating.
24. Do you think it advantageous to all the parties, both creditors of the estate and devisees to have contract for the sale of the Vandyke Farm ratified and confirmed by the Court?
- A. I do.

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.

Answer. No.

Harry F. Jefferson.

Witness: Mary A. Pennington.

Herbert E. Perkins, a witness of lawful age produced on behalf of the Plaintiffs, being duly sworn deposes and says:-

My name is Herbert E. Perkins, and I reside in Chestertown, Maryland, and was appointed Administrator, C.T.A. with Mrs. Susan B. Jefferson, widow, as Executrix, in the Estate of Thomas M. Jefferson, deceased. That under the will the widow was left the residence in Crumpton, which is subject to a mortgage of \$800.00, and the household furnishings and belongings, and, excepting a few minor legacies the residue consisting of real estate was left one-third to the widow, one-third to Charles H. Jefferson, and one-third to John R. Jefferson.

It appearing that the personalty is insufficient to pay debts this proceeding was instituted to sell real estate to make up the deficiency. In this proceeding the purpose is to sell the property included in residuary clause to pay debts so as to leave the residence in Crumpton, together with the household furnishings to the widow.

Mr. Charles H. Jefferson, one of the devisees, and a brother of the decedent, was well acquainted with the business affairs of his brother. He came to me office sometime in November 1931, in company with Mr. Jewell, the real estate agent with the offer of Jewell to buy for Charles Cohey the Vandyke farm. Mr. Charles H. Jefferson was very anxious to get the benefit of this chance to sell the said farm feeling sure as he expressed himself to me that it was in all probability a better price than he would ever hope to procure at public sale in these times when it seemed almost impossible to sell farms at anything like their real value. He further explained to me that neither he or any of the other interested owners were in a position to advance money to pay the running expenses including the interest on the mortgage on this farm, and there was practically no income being derived from the tenancy.

It was at the instance of Mr. Charles H. Jefferson speaking for himself and the other interested parties that the contract of sale of this farm was entered into which provided that the same would be subject to the approval of the Circuit Court.

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

Answer No.

Witness:

Mary A. Pennington.

Herbert E. Perkins.

Marie Shortall, a witness of lawful age, produced on behalf of the Plaintiffs, being duly sworn, deposes and says:-

1. State your name, residence and occupation.
 - A. Marie Shortall, Centreville, Maryland, Deputy Register of Wills.
2. Have inventories been filed in the estate of Thomas M. Jefferson, deceased?
 - A. Yes the inventory of personal property returned shows total \$419.25 and the returns of appraisement of real estate shows \$5171.00
3. Please state what claims and their respective amounts have been filed against this estate.

A. Russell Motors, Co. balance		\$18.65
Dr. Merriett Brice		25.00
John P. Jefferson, judgment		522.50
John P. Jefferson, judgment		503.00
The Evening Bulletin		7.00
John A. Tobin and Son, funeral acct.		230.00
		\$1306.15

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.

Answer: No.

Witness:

Mary A. Pennington

Marie Shortall.

October 12th. 1932.

John H. Tobin, a witness of lawful age, produced on behalf of the Plaintiff, being duly sworn, deposes and says:-

1. State your name, residence and occupation.
A. John H. Tobin, Millington, Maryland. Undertaker.
2. What is the firm name of which you are a member?
A. John A. Tobin and Son.
3. Was your firm the undertaker for the death of Mr. Thomas M. Jefferson?
A. Yes.
4. What was the amount of your bill?
A. \$230.00
5. Is the paper you just handed me a bill for your services as undertaker?
A. Yes.
6. (Bill filed and marked Exhibit "W")
6. Was a bill filed in the Orphan's Court against Thomas M. Jefferson, deceased?
A. Yes.
7. Have you ever been paid this bill or any part thereof?
A. No, sir.

Do you know, or can you state, any other matter of thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.
Answer: No.

John H. Tobin.

Witness: Mary A. Pennington.

Clayton Stevens, a witness of lawful age, produced on behalf of the Plaintiff, being duly sworn, deposes and says:-

1. State your name, residence and occupation.
A. Clayton Stevens, Millington, R.R. Md. Farming.
2. Were you at one time Treasurer of Queen Anne's Co. Md.?
A. Yes.
3. Do you know the parties to this suit?
A. I know the ones that reside in Kent and Queen Anne's County, and the parties living out of the State I only have heard of them.
4. Did you know the late Thomas M. Jefferson?
A. Yes.
5. It has already been testified to by other witnesses about his death, and and about him having left a last will and testament. What real estate did he die, seized and possessed of?
A. He left a lot and residence in Crumpton, Queen Anne's Co. Md. and in my opinion it is worth about \$1200.00
He also left a farm containing about 163 acres situated in Double Creek, Queen Anne's Co. Md. and I live about one and half miles from this farm.
6. A contract of sale for this farm was entered into with Mr Charles Cohey for the sum of \$3000.00, the purchaser to assume the mortgage of \$2500.00 and pay \$500.00 cash said sale being made subject to the approval of the Circuit Court for Queen Anne's County, in Equity; Would you say that that sale at that price was reasonable and advantageous to all those that had an interest?
A. I would, yes sir.
7. If the said farm was now offered at public sale, in your opinion would you say that the probabilities are that it would be difficult to sell at that price?
A. Yes, sir.
8. In what condition was the farm when it was sold November 13th. 1931?
A. It was run down, the buildings were not in very good shape or fences either.
9. From what you know of the place would you say that it had been of much profit to the owner during the last several years?
A. The last two years that it was rented I am sure that it did not pay any expenses to the land owner.
10. With your knowledge of the sale of farms in Queen Anne's County of late comparing the Vandyke Farm with other farms, what would you suppose this farm would bring at public sale.
A. If offered at public sale I don't think it would bring more than \$2000.00 and no certainty of getting any bid. The Snitcher farm about two miles from the Vandyke Farm, containing about 150 acres, and about the same class farm, was offered for sale by the mortgagee, and I understand was sold for about \$1500.00

11. Do you know the tract of land owned by Mr. Thomas M. Jefferson, containing about 27 acres near you where the peach orchard is?
A. Yes.
12. In your opinion what would this be worth?
A. About \$700.00
13. Do you know the lot of land in Crumpton that he left described as laid out as one entire block of 40 lots?
A. Yes.
14. What value would you put on this lot:
A. \$25.00
15. The other lot of land that he owned in the Seventh District containing about 10 acres adjoining the land of Will Bowers. What would in your opinion would be the value of this tract?
A. \$150.00

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

Answer: No.

Clayton Stevens.
Millington, Md..

Witness: Mary A. Pennington.

Wm. E. Stevens, a witness of lawful age, produced on behalf of the Plaintiff, being duly sworn, deposes and says:-

1. State your name, residence and occupation.
2. Wm. E. Stevens, florist, Crumpton, Md.
3. How long have you resided in Crumpton?
A. Twenty years.
4. Were you at one time a student at Washington College?
A. Yes, for a while.
5. Did you know the late Mr. Thomas M. Jefferson?
A. I did
6. Are you acquainted with real values in Queen Anne's County?
A. Yes, I have a general knowledge of the values or real estate in Queen Anne's Co..
7. What real estate did he die, seized, possessed of?
A. He left a lot and residence in Crumpton where his widow is now living, and in my opinion it is worth about \$1200.00. He also left an unimproved tract of land containing about 27 acres in Seventh Election District, situated near McGinnes Corner, and adjoining land John Wallen, and on this tract there are peach trees and berries, and in my opinion it is worth between \$500.00 and \$700.00. He also left an unimproved lot of land in Crumpton Queen Anne's County, Maryland, a block containing about 40 lots and in my opinion this is worth about \$25.00 to \$50.00. He also left unimproved tract of land in Seventh Election District containing about 10 acres, bounded by land of Will Bowers, and in my opinion it is worth about \$250.00 or \$300.00. He also left a farm containing about 163 acres known as Vandyke Farm, adjoining land of Grover Haddaway, on the Deep Landing Road.
8. This farm has been tentatively sold at the price of \$3000.00 subject to the approval of this Court, Would you say this was a good price for this farm?
A. I would.
8. In your opinion is it to the interest and advantage of all the parties that have an interest in this farm to have the Court ratify and confirm the said sale?
A. Yes.
10. If offered at public sale do you think it would bring that much?
A. I do not.

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.

Answer: No.

Witness: Mary A. Pennington.

Wm. E. Stevens.

Counsel for Complainants offers in evidence, certified copy of judgment of John P. Jefferson, No. 33 App. July Term, 1931 for \$522.50 with interest and costs, Marked "Exhibit A"

Also copy of judgment, John P. Jefferson, No. 32 App. July Term, 1931, for \$503.00 with interest and costs, marked "Exhibit B".

Certified copy of last will and testament of Thomas M. Jefferson, marked "Exhibit C".

Certificate of administration in the Estate of Thomas M. Jefferson, marked "Exhibit D".

Certified copy of deed from Charles H. Jefferson and Margaret A. Jefferson to Thomas M. Jefferson, dated 21st. day of April, 1899, marked "Exhibit E".

Copy of agreement of sale of Vandyke Farm, dated 19th. day of November, 1931 with Charles Cohey, by Herbert E. Perkins for and on account of owners, marked "Exhibit F".

Certified copy of deed Joel T. McGinnes and wife, to Thomas M. Jefferson, dated July 28th. 1915, marked "Exhibit G".

Certified copy of deed dated 30th. day of July, 1918, Thomas J. Levy, C. Susan Levy, his wife to Thomas M. Jefferson, marked "Exhibit H".

Certified copy of deed dated 5th. day of July, 1901, Joel T. McGinnes and Emily S. McGinnes, his wife to Thomas M. Jefferson, marked "Exhibit I".

Certified copy of deed dated 22nd. July 1903 by A. N. Howell and Florence M. Howell, his wife et al to Thomas M. Jefferson, marked "Exhibit J".

Certified copy of last will and testament of Charles H. Jefferson, deceased, marked Exhibit K.

Bill of John A. Tobin and Son made out against Herbert E. Perkins, admr. of Thomas M. Jefferson for funeral expenses of Thos. M. Jefferson, marked "Exhibit W".

No other witnesses being named or produced to me I then at the request of the Solicitor for the Plaintiffs, closed the depositions taken in said cause, and herewith returned them closed under my hand and seal this 17th. day of October, 1932.

H. B. W. Mitchell. (SEAL)
Examiner.

Statement of Costs.

H. N. W. Mitchell, Examiner, 2 days	\$8.00
Mary A. Pennington, Stenographer, 2 days	6.00
Clayton Stevens, 1 day & mileage.	1.88
Wm. E. Stevens, " "	1.88
	<u>17.76</u>

I hereby certify that the above statement of costs is correct.

H. B. W. Mitchell.
Examiner.

Exhibit "W" filed with Examiner
Oct. 12-1932,
H. B. W. Mitchell.
Filed Oct. 17th. 1932

Middletown, Del. Oct. 12th. 1932
Mr. Herbert E. Perkins, Admr. of Thos. M. Jefferson, estate.
In account with John A. Tobin & Son.

Funeral Directors.	Phones: Middletown 100, Millington, Md. 28	Graduate Embalmers.
1931		
Sept. 2	To funeral Thomas M. Jefferson.	\$140.00
"	" blanket	10.00
"	" trip & traveling expenses	50.00
"	" Pine case	10.00
"	" Suit of clothes.	15.00
"	" Slippers & stockings.	5.00
		<u>\$230.00</u>

Decree filed Nov. 2nd. 1932.

John A. Tobin, et al : In the Circuit Court for Queen
Vs. : Anne's County, Maryland,
Susan B. Jefferson, et al : In Equity, No. 2909

DECREE

The Bill of Complaint and Answers in the above entitled cause, and the testimony taken, and all the other proceedings therein having been read and considered.

It is thereupon this 28th day of October 1932 by the Circuit Court for Queen Anne's County, In Equity, and by the authority of this Court, Adjudged, Ordered and Decreed, that for the payment of so much of the debts as may remain unsatisfied by the application of the personal estate,

the real estate of the said Thomas M. Jefferson, in these proceedings mentioned, or so much thereof as may be necessary for the purpose, be sold, and that Herbert E. Perkins, be, and he is hereby appointed Trustee to make said sale, and the course of proceedings shall be as follows: He shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by him and a surety or sureties to be approved by this Court or the said Clerk, in the penalty of twenty five hundred dollars if corporate security be given and double that amount if personal security be given, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises: He shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in such newspaper or newspapers as he shall think proper, of the time, place, manner, and terms of sale, which shall be One half of the purchase price to be paid in cash on day of sale and the balance in cash on the final ratification of said sale, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of 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, Complainants and Defendants and those claiming by, from, or under them, or either of them.

And it appearing to the Court that the sale made on the 11th. day of November 1931 of the Vandyke farm, situated in Double Creek, Queen Anne's County, Maryland, and containing 163 acres of land more or less to Charles Cohey for the sum of \$3000.00 was to the interest and advantage of all the parties in said cuase.

It is thereupon further Adjudged, Ordered and Decreed that said sale to said Charles Cohey be approved at and for the sum of \$3000.00 of which amount \$500.00 is to be paid in cash (\$200.00) of which is to be deducted or paid to H. T. Jewell, real estate agent) and the balance of the purchase money to wit, the sum of \$2500.00 is to be paid by the purchaser assuming the mortgage held by the Federal Land Bank; and that Herbert E. Perkins, be, and is hereby appointed Trustee and shall report said sale and upon ratification thereof upon the payment of the whole purchase money, to convey to the purchaser, the said Charles Cohey, his heirs and assigns said Vandyke farm, free, clear and discharged from all claim of the parties hereto Complainants and Defendants.

And it is further ordered and decreed that the said Trustee shall bring into this Court, the money arising from said sales, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow, in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

LEWIN W. WICKES

CERTIFIED COPY OF BOND
Filed Nov. 2, 1932.

Queen Anne's County, to wit:- Be it remembered that on the second day of November, in the year 1932, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Herbert E. Perkins, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland in the full and just sum of twenty five hundred and 00/100 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 1st. day of November, in the year of our Lord one thousand nine hundred and thirty two. Whereas, the above bounden Herbert E. Perkins, Trustee, by virtue of a decree of the Honorable the Judges of the Circuit Court of Queen Anne's County has been appointed Trustee to sell the real estate mentioned in the proceedings in the case of John A. Tobin et al Vs. Susan B. Jefferson et al. now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that, if the above bounden Herbert E. Perkins, Trustee, does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Herbert E. Perkins. (SEAL)

Signed, sealed and
delivered in the
presence of:
Mary A. Pennington.

Fidelity and Deposit Company
of Maryland
Herbert E. Perkins.
Atty-in-fact.

Attest: Pennington. Seal's
Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed November 2nd. 1932.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 213, 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 November, in the year 1932.

Seal's
Place.

B. HACKETT TURNER Clerk

REPORT OF SALE

Filed Nov. 2, 1932.

John A. Tobin, et al	:	In the Circuit Court for
Versus	:	Queen Anne's County, Md.
Susan B. Jefferson, et al	:	In Equity, No. 2909

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Herbert E. Perkins, Trustee, appointed by Decree in this Cause to make sale of certain real estate therein mentioned, respectively shows:

FIRST

That after giving Bond with security for the faithful discharge of his trust, as required by said Decree, he sold at private sale all that farm, tract, part of a tract or parcel of land known as "Vandyke Farm" situated in Double Creek in Queen Anne's County, Maryland, and containing 163 acres of land more or less, the same being more fully described in a deed from Charles H. Jefferson to Thomas M. Jefferson, dated April 21st., 1899 and recorded in Liber W. H. C. No. 9, folio 289, as mentioned in these proceedings to Charles Cohey at and for the sum of Three thousand (\$3000.00) dollars of which amount \$500.00 is to be paid in cash (\$200.00 of which is to be deducted or paid to H. T. Jewell, real estate agent) and the balance of the purchase money, to wit, the sum of \$2500.00 is to be paid by the purchaser assuming the mortgage held by the Federal Land Bank, Contract and Agreement for the sale of said farm having previously been entered into by the purchaser with Herbert E. Perkins, Attorney for owners, as shown by exhibit filed herewith and as mentioned in the testimony taken in these proceedings; Your Trustee deeming the price for said property to be more than adequate; and that said sale has been approved by Decree of Court filed in these proceedings.

SECOND

Yours Trustee further reports that satisfactory compliance has been made by the purchaser for the sale made and further reports that the sale was fairly made and prays the usual Order thereon.

Respectfully submitted,

HERBERT E. PERKINS
Trustee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify, that on this 1st. day of November 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and that the sale was fairly made.

As witness my hand and Notarial Seal:

MARY A. PENNINGTON
Notary Public.

Notary
Public
Seal.

N I S I

John A. Tobin et al.

VS.

Susan B. Jefferson, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY No. 2909

ORDERED, This 2nd. day of November A. D. 1932, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. 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 5th. day of December next.

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

Filed Nov. 2nd. 1932.

B. HACKETT TURNER Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI Filed Jan. 14, 1933.

N I S I

JOHN A. TOBIN, et al.

vs.

SUSAN B. JEFFERSON, et al.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY

CHANCERY NO. 2909

ORDERED, This 2nd. day of November A. D., 1932, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 5th 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 5th day of December, next.

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

B. HACKETT TURNER, Clerk.

True Copy Test:-

B. HACKETT TURNER, Clerk.

Filed-November 2, 1932.

THE CENTREVILLE OBSERVER

Centreville, Md. January 5, 1932

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of John A. Tobin vs. Susan B. Jefferson, 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 3d day of November 1932, being more than twenty days before the 5th day of December 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

Filed Jan. 14, 1933.

ORDER OF COURT Filed Jan. 14, 1933.

ORDER OF COURT

Ordered by the Circuit Court for Queen Anne's County, Maryland, In Equity, this 7th day of January 1933, that the sale made and reported by Herbert E. Perkins, Trustee, aforesaid be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and Herbert E. Perkins, Trustee, is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

LEWIN W. WICKES

Filed Jan. 14, 1933.

SECOND REPORT OF SALE
 Filed Sept. 2, 1933.

John A. Tobin, et al	:	In the Circuit Court
	:	for Queen Anne's Co. Md.
Vs.	:	
Susan B. Jefferson, et al	:	In Equity, No. 2909

To the Honorable, the Judges of said Court:

The Report of Herbert E. Perkins, Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 20th. day of October 1932, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Centreville Observer, a weekly newspaper published in Queen Anne's County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door, in the town of Centreville, Queen Anne's County, on the 29th. day of August, 1933 commencing at 1:30 o'clock P. M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder parcel No. 1 described in advertisement, and not having received any bid withdrew the same, and announced same could be purchased at private sale.

Your Trustee offered at public sale to the highest bidder parcel No. 2 described in advertisement, and highest bid offered was \$20.00, which he deemed inadequate and withdrew same to be held for private sale. Afterwards your Trustee sold said parcel No. 2 for the sum of \$100.00 to Bradford Bishop being the best price obtainable; and the terms of said sale have been complied with.

Your Trustee offered at public sale to the highest bidder parcel No. 3 described in advertisement, and highest bid offered was \$25.00, which he deemed inadequate and withdrew same to be held for private sale. Afterwards your Trustee sold said parcel No. 3 to Bradford Bishop for the sum of \$40.00 being the best price obtainable; and the terms of said sale have been complied with.

Respectfully submitted,

HERBERT E. PERKINS
 Trustee.

State of Maryland, Kent County, to wit:

I hereby certify that on this 1st. day of September 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

MARY A. PENNINGTON
 Notary Public.

Filed Sept. 2nd, 1933.

Notary
 Public
 Seal.

N I S I

John A. Tobin, et al.	}	IN THE CIRCUIT COURT
vs.		FOR QUEEN ANNE'S COUNTY
Susan B. Jefferson, Executrix, et. al.		IN EQUITY
		CHANCERY NO. 2909

ORDERED, This 2nd day of September A. D., 1933, that the sale of the real estate under the second Report of sale made and reported in this cause by Herbert E. Perkins, Trustee, be ratified and confirmed, unless cause to

the contrary thereof be shown on or before the 8th 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 8th day of October next.

The Report states the amount of sales to be \$140.00.

B. HACKETT TURNER Clerk

Filed September 2nd, 1933.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Dec. 18, 1933.

TRUSTEE'S SALE
OF
THREE SMALL TRACT OF
LAND
IN

SEVENTH ELECTION DISTRICT

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 28th day of October 1932 in the case of John A. Tobin, et al vs. Susan B. Jefferson, et al, being Chancery Cause No. 2909, 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, AUGUST 29th, 1933 commencing at 1:30 O'clock, P. M., the following described real estate, to wit:

(1) Consists of a tract of land containing about 27 acres more or less in the Seventh Election District of said Queen Anne's County, and bounded on north by road from Chestertown to Millington on the East by the land of Charles Dewberry, on the South by land of Robert Ferrel, and on the west by land of John Wallen unimproved with about 700 peach trees and 5 acres strawberries.

(2) All that lot or parcel of land situated in the Town of Crumpton in the Seventh Election District bounded by Second Street, Merchant Street, Front Street and Pine Street, generally known as "Town Square" fronting 540 feet on both Second and Front streets and 300 feet on both Merchant and Pine Streets and laid out as one entire block of 40 lots.

(3) All that lot in the Seventh Election District containing about 10 acres of land more or less and bounded by Second Street, Merchant Street, and the main road running from Pine Street to Crumpton.

TERMS OF SALE: (as prescribed by the decree) One-half of the purchase price to be paid in cash on day of sale and the balance in cash on the Final Ratification of said sale.

HERBERT E. PERKINS,
(Trustee)

J. ELMER ANTHONY,
Auctioneer

THE CENTREVILLE OBSERVER

Centreville, Md., December 19, 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale in the case of John A. Tobin, et al vs. Susan B. Jefferson, 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 3d day of August, 1933, being more than 20 days before the twenty-ninth day of August, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Dec. 18, 1933.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Dec. 18, 1933.

N I S I

John H. Tobin, et al.

VS.

Susan B. Jefferson, Executrix, et. al.

In the Circuit Court for Queen Anne's County In Equity. Chancery No. 2909

ORDERED, This 2nd day of September A. D., 1933, that the sale of the real estate under the Second Report of Sale made and reported in this cause by Herbert E. Perkins, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of October next.

The Report states the amount of sales to be \$140.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed September 2nd, 1933.

THE CENTREVILLE OBSERVER

Centreville, Md., December 19 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of John H. Tobin, et al. vs. Susan B. Jefferson, 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 7th day of September 1933, being more than sixty days before the 8th day of November 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Dec. 18, 1933.

ORDER OF COURT
Filed Dec. 18, 1933.

FINAL ORDER OF RATIFICATION

Ordered by the Circuit Court of Queen Anne's County, In Equity, this 18th day of December 1933, that the sales made and reported by the trustee aforesaid be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and the trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

THOMAS J. KEATING

Filed Dec. 18, 1933.

NOTICE TO CREDITORS
Filed Feb. 7, 1934.

John A. Tobin, et al	:	In the Circuit Court for
	:	Queen Anne's County, Md.
Versus	:	
	:	In Equity, No. 2909
Susan B. Jefferson, et al	:	

NOTICE TO CREDITORS

ORDERED, this sixth day of February in the year nineteen hundred and thirty-four, by the Circuit Court for Queen Anne's County, In Equity, that the Creditors of Thomas M. Jefferson, deceased, be and they are hereby directed and required to file their claims with the proper vouchers thereunto attached and authenticated, with the Clerk of the Circuit Court for Queen Anne's County, on or before the 8th day of May 1934; provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County once a week in each of four successive weeks before the 8th day of March 1934.

THOMAS J. KEATING

Filed Feby. 7th, 1934.

CERTIFICATE OF PUBLICATION OF
NOTICE TO CREDITORS
Filed

NOTICE TO CREDITORS

In The Circuit Court for Queen Anne's County, Md., In Equity No. 2909

John A. Tobin, et al.
VS.
Susan B. Jefferson, et al.

ORDERED, this sixth day of February, in the year nineteen hundred and thirty four, by the Circuit Court for Queen Anne's County, in Equity, that the creditors of Thomas M. Jefferson, deceased, be and they are hereby directed and required to file their claims with the proper vouchers there unto attached and authenticated, with the Clerk of the Circuit Court for Queen Anne's County, on or before the 8th day of May, 1934; provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County once a week in each of four successive weeks before the 8th day of March, 1934.

Filed February 7th, 1934

THOMAS J. KEATING,
B. Hackett Turner, Clerk
True Copy,
Test: B. Hackett Turner, Clerk

THE CENTREVILLE OBSERVER

Centreville, Md., May 16, 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Notice to Creditors in the case of John A. Tobin, et al vs. Susan B; Jefferson, 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 8th day of February, 1934, being more than four weeks before the 8th day of March 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

REPORT AND ACCOUNT
Filed July 3, 1934.

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

John A. Tobin, et al.,
vs.
Susan B. Jefferson et al. Cause No. 2909

To the Honorable, the Judges of said Court:

The report of Madison Brown, your auditor, respectfully shows:-

The land sold in this cause to this date consists of the Vandyke farm, which was at the time of its sale subject to a mortgage, and of the land described in the report filed September 2, 1933 which I will call "The Lots". This last mentioned land was not subject to the mortgage but was subject to judgment liens recovered in the life time of Thomas M. Jefferson against him.

The decree directs the sale of this land for the payment of the debts of Thomas M. Jefferson, and by the decree the mortgage resting upon the Vandyke farm was to be paid out of the sales of this farm by the purchaser assuming the same.

The proceeds of the sale of the Vandyke farm are sufficient to pay the costs properly chargeable thereto, and the mortgage but not proportionate part of the general costs (\$231.76) of the cause chargeable thereto, so the proceeds of the sales of "The Lots" have been applied to the payment of all general costs and consumes same leaving nothing for the payment of the judgments.

The within account shows a balance due to the trustee for the proceeds of sales of all the land are not sufficient to pay all the costs and the Vandyke farm mortgage.

I have not allowed the trustee for taxes paid by him on land not yet sold, and mentioned this so when he sells this land, he can be allowed these taxes with the over payment.

John A. Tobin is a plaintiff claiming the costs of the burial or funeral charges of Thomas M. Jefferson. I have not allowed this claim, for to do so would be to put the same before the Vandyke mortgage and before the costs of the trustee. Section 233 of Article 16 of the Annotated Code of this State contains the law relating to allowance of funeral expenses of Thomas M. Jefferson out of the sale of his land after his death.

This section provides that the funeral expenses of a deced person not leaving sufficient estate to pay the same shall be considered a debt of the deceased and in distribution of sales made under the section shall take priority to all claims of the common creditors of the deceased.

It is not clear from the case whether Thomas M. Jefferson left personal estate sufficient for the payment of his debts or not, but assuming he did not, then no allowance in this audit for the funeral expenses can be made for to do so would give these expenses priority over the claim of the mortgagee, a lien creditor, while the law places same over common creditors but not over lien creditors.

In law a general creditor is one not secured by a lien (Webster's Dictionary) and a common creditor I understand is the same.

Where land is sold under a decree with the consent of the mortgagee or of judgment creditors they are entitled to assert their claims against the proceeds.
39 Md.-25

Respectfully submitted.

MADISON BROWN,
Auditor.

June 26, 1934.

Cause No. 2909.

The proceeds of the sales of the real estate of Thomas M. Jefferson, deceased, in account with Herbert E. Perkins, trustee appointed by the decree of this cause to make said sales.

	DR.	
1932		
Nov.		
2	Costs chargeable to Vandyke farm sale.	
	To Hebert E. Perkins, trustee, for amount paid, or to be paid, to H. T. Jewell, real estate agent, for his services in the sale of the Vandyke farm, per decree of this court passed October 28, 1932, the sum of	\$ 200.00
	To do., for that part of the purchase money which the purchaser of Vandyke farm was to pay by assuming the mortgage on said farm of Federal Land Bank mortgage, per terms of said decree, to wit: the sum of	2500.00
	To do., for his commissions on the proceeds of the sale of the Vandyke farm, per rule of Court, to wit: the sum of	165.00
	To do., for that part of costs of insurance on said farm chargeable thereto, the sum of	4.90
	To do., for that part of the taxes of year of sale of said farm to be paid by the trustee under terms of sale, to wit: the sum of	31.82
	To do., for interest paid Federal Land Bank mortgage on final adjustment of sale with purchaser (from Aug. 18, 1931 to Nov. 18, 1931) the sum of	37.50
	To do., for costs of advertising the order nisi on sale of this farm, the sum of	<u>5.00</u>
		\$2,944.22
1933		
Aug.		
29	Costs chargeable to proceeds of sales of land sold this date:	
	To Herbert E. Perkins, trustee, for his commissions on sales of this date described in Report of sale filed Sept. 2, 1933, the sum of	9.80
	To do., for the State and County taxes due on this land for year 1932	8.42

To do., for the costs of advertising the sale of this land and costs of advertising the order nisi thereon, to wit: 29.75

To do., for the charges of J. E. Anthony as the auctioneer crying the sale of this land, to wit: the sum of 10.00 57.97

To amount carried forward \$3,002.19

Cause No. 2909.

The proceeds of the sales of the real estate of Thomas M. Jefferson, deceased, in account with Herbert E. Perkins, trustee appointed by the decree of this cause to make said sales.

DR.

By amount brought forward \$3,002.19

1934
June
25

Costs chargeable to sales of all real estate mentioned above.

To Herbert E. Perkins, trustee, for the costs of his bond paid or to be paid corporate surety thereon
for year beginning Nov. 1, 1932 \$10.00
for year beginning Nov. 1, 1933 10.00 \$20.00

To do., for the following court costs of this cause as set out in Clerk's statement thereof:
Costs of B. H. Turner, clerk, \$65.45
Appear. fee of H.E. Perkins, atty 10.00
Cost of Reg. of Wills, Kent County 2.00
Cost of J. E. Anthony, sheriff, Queen Anne's County 3.50
Cost of J. T. Vickers, sheriff, Kent Co. . . . 2.80
Cost of H.B.W. Mitchell, examiner 8.00
Cost of Examiner's clerk, 6.00
Cost of witnesses before Examiner 3.76 101.51

To do., for Notary fees for papers of this cause 75

To do., for advertising the order of publication of this cause \$81.00
and notice to creditors thereof 12.00 93.00

To do., for the cost of advertising the order nisi to be passed as to this cause, to wit: 3.00

To Madison Brown, auditor, for stating this audit 13.50 231.76

TOTAL COSTS AND ALLOWANCES \$3,233.95

DR.

1932
Nov.
2. By amount of the gross sale of the Vandyke farm per report filed this date \$3000.00

By amount received from purchaser of said farm on final adjustment of mortgage with the mortgagee of said farm . . . 49.24 \$3,049.24

1933
Aug.
29 By amount of the sale of the real estate sold this date described in report filed Sept. 2, 1933 140.00
TOTAL ASSETS \$3,189.24

1934
June
25 By balance due trustee charged below 44.71
\$3,233.95

DR.

1934
June 25 By balance due the trustee, Herbert E. Perkins, \$ 44.71

June 25, 1934.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

John A. Tobin, et al.)
VS.) IN THE CIRCUIT COURT
Susan B. Jefferson, et al.) FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE No. 2909.

ORDERED, This third day of July in the year nineteen hundred and thirty-four that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 28th day of July 1934; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of July 1934, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed July 3rd, 1934.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed Oct. 2, 1934.

NISI RATIFICATION OF AUDIT

In The Circuit Court for Queen Anne's County In Equity

John A. Tobin, et al.
VS.
Susan B. Jefferson, et al.

Case No. 2909

ORDERED, This third day of July in the year nineteen hundred and thirty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 28th day of July 1934; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of July 1934 in some newspaper printed and published in Queen Anne's county.

B. HACKETT TURNER, Clerk.
True Copy-
Test: B. HACKETT TURNER, Clerk.
Filed July 3rd, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md., October 2, 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of John A. Tobin et al vs. Susan B. Jefferson, 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 fifth day of July, 1934, being more than two weeks before the 21st day of July, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Oct. 2n, 1934.

ORDER OF COURT
Filed Oct. 5, 1934.

John A. Tobin)
vs.) In the Circuit Court for Queen Anne's
Susan B. Jefferson et al) County, in Equity.

Ordered this 4th day of October in the year 1934, by the Circuit Court for Queen Annes County, in Equity, that the within and foregoing Report and Account of the Auditor be and hereby is finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as directed by the previous order nisi passed thereon.

The assignee is directed to distribute the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

THOMAS J. KEATING

Filed Oct. 5, 1934.

REPORT OF SALE
Filed August 26, 1936.

John A. Tobin, et al : In the Circuit Court for
Vs. : Queen Anne's County, Md.
Susan B. Jefferson, : In Equity, No. 2909.
et al :
:

To the Honorable, the Judges of said Court:

The Report of Herbert E. Perkins, Trustee, appointed by a Decree of this Court, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Centreville Observer" a weekly newspaper published in Queen Anne's County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at Centreville, Maryland, on the 29th. day of August 1933 commencing at 1:30 o'clock P. M., and then and there proceeded to sell said property in manner following, -that is to say:-

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree.

The parcel described in the advertisement as parcel No. 1 consisting of tract of land containing about 27 acres, more or less in the Seventh Election District of said Queen Anne's County, and bounded on the north by road from Chestertown to Millington, on the east by land of Charles Dewberry, on South by land of Robert Ferrell, and on the west by land of John Wallen, and unimproved, and was withdrawn on account of inadequate price, and announcement made that it could be purchased from the Trustee at private sale.

That since then your Trustee has made diligent effort to sell same, and the highest offer he has received is the sum of \$150.00 from Clayton Stevens, which your Trustee accepted, and terms of sale have been complied with.

Respectfully submitted

HERBERT E. PERKINS
Trustee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that on this 25th., day of August, 1936, before me, the Subscriber, a Notary Public, of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Trustee, named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Notary
Public
Seal.

MARY A. PENNINGTON
Notary Public

Filed Aug. 26th, 1936.

N I S I

John A. Tobin et al) IN THE CIRCUIT COURT
VS) FOR QUEEN ANNE'S COUNTY
Susan B. Jefferson) IN EQUITY
et al.) CHANCERY No. 2909

ORDERED, This 26th day of August A. D., 1936, that the sale of Real Estate made and reported in this cause by Herbert E. Perkins, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of September next.

The Report states the amount of sales to be \$150.00.

WILLIAM H. CARTER Clerk.

Filed Aug. 26th, 1936.

EXCEPTIONS TO RATIFICATION OF SALE
Filed Sept. 15, 1936.

JOHN A. TOBIN, ET AL.,

IN THE CIRCUIT COURT

vs.

FOR

SUSAN B. JEFFERSON, ET AL.,

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY CAUSE No. 2909.

.....

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

THE EXCEPTIONS of Susan B. Jefferson, to the Report of Sale filed by Herbert E. Perkins, Trustee, on August 26th, 1936, respectfully set forth:-

1. That the price for the real estate is grossly inadequate.
2. That the Trustee had no authority to sell said real estate at private sale.
3. That the Trustee has not complied with the terms of the Decree.

AND for other reasons to be set forth at the hearing.

AND AS IN DUTY BOUND, ETC.,

SUSAN B. JEFFERSON
Exceptant.

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

I HEREBY CERTIFY, that on this 15th day of September, 1936, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Susan B. Jefferson, the Exceptant above named, and made oath in due form of law that the matters and things above stated are true to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

MARY M. PARKS
Notary Public.

My commission expires: May 3, 1937.

Notary
Public
Seal.

Filed Sept. 15th, 1936.

WITHDRAWAL OF EXCEPTIONS
Filed Feb. 2, 1937.

John A. Tobin, et al.,

In the Circuit Court

vs.

for
Queen Anne's County,
in Equity.

Susan B. Jefferson, et al.

Chancery Cause No. 2909.

To the Honorable, the Judges of said Court:-

The exceptions filed September 15, 1936, by Susan B. Jefferson, through her attorney, John Palmer Smith, to the report of sale filed by Herbert E. Perkins, trustee on August 26, 1936, are hereby withdrawn.

JOHN PALMER SMITH
Solicitor for Exceptant.

Filed Feb. 2, 1937.

Continued in this Liber on folio 603.

CAUSE NO. 2950

QUEEN ANNE'S COUNTY, TO WIT: BE IT REMEMBERED that heretofore on the 25th day of April, in the year 1933 the following Order to Docket Suit was filed for record, to wit:

ORDER TO DOCKET SUIT
Filed Apr. 25, 1933.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

ELLSWORTH BAYNARD and
LILLIE BAYNARD, his wife,
Mortgagors.

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

Cause No. 2950

TO THE CLERK OF SAID COURT:

Docket suit forwith 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 Ellsworth Baynard and Lillie Baynard, his wife, to Edwin H. Brown, Jr., bearing date the 21st day of April, 1916, and of the assignments thereof, by mesne assignments, to William R. Horney, said mortgage and assignments being recorded in Liber W.F.W. No. 8, folios 537, etc., a land record book for Queen Anne's County, State of Maryland.

This suit to be docketed as aforesaid, 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.,

Filed Apr. 25, 1933.

Wm. R. Horney
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE
Filed April 25, 1933.

#5515 QUEEN ANNE'S COUNTY, to wit: be it remembered that on the twenty second day of April in the year nineteen hundred and sixteen, the following MORTGAGE and ASSIGNMENT were brought to be recorded, to wit:-

THIS MORTGAGE, Made this twenty first day of April, in the year nineteen hundred and sixteen by Ellsworth Baynard and Lillie Baynard, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Ellsworth Baynard is indebted unto Edwin H. Brown, Jr. in the just sum of Six Hundred and Fifty Dollars, (\$650.00), said sum being used by the said Ellsworth Baynard in the payment of the balance of the purchase money for the hereinafter described real estate, which said sum is due and payable three years from the date of these presents with interest thereon at the rate of six per cent per annum, payable semi-annually from said date; and it was a condition precedent to said loan, that the prompt payment of the aforesaid principal and interest was to be secured and assured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of Five Dollars, the said Ellsworth Baynard and Lillie Baynard, his wife, do hereby grant and convey unto Edwin H. Brown, Jr. his heirs and assigns, in fee simple, all that tract, part or parcel of a tract of land, situate, lying and being in the Sixth Election District of Queen Anne's County, called Hemsley Park, or by whatsoever name or names the same may be known or called, and situated on the East side of the Public Road leading from Willoughby to Starr, bounded on the North by the property of W.J.Emerson, on the East and southeast by the property of Rev. Joel Brown, on the South by the property of one Connolly and on the West by the aforesaid Public Road, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a point on said Public Road, said point being the Southwest corner of the said tract, and running thence North ten degrees thirty minutes East along said Public Road, seventy and one-tenth feet, thence still following said Public Road twenty two degrees East, nine hundred and forty three and one-half feet, thence North sixty seven degrees eleven minutes East, twenty two hundred and twenty six and three-tenths feet, thence South forty four degrees, eleven minutes West, eleven hundred and twenty eight feet, thence South one degree eighteen minutes East, two hundred and forty five feet, thence North seventy three degrees twenty nine minutes West, one hundred and ninety three feet, thence South thirty one degrees eight minutes West, three hundred and fifty seven feet, thence South sixty eight degrees ten minutes West, thirteen hundred and sixty one feet to the place of beginning, containing thirty and two-tenths acres of land more or less; and being the same property conveyed unto the said Ellsworth Baynard by Amelia Warwick and James Warwick, her husband, and Charlotte Wright, by deed dated the 20th day of April, in the year nineteen hundred and sixteen, and recorded or intended to be recorded immediately preceding these presents, to which said deed and reference 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, priveleges 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 Ellsworth Baynard, his heirs, executors, administrators or assigns shall well and truly pay to the said Edwin H. Brown, Jr. his successors, executors, administrators or assigns the aforesaid sum of Six 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 performed, then this mortgage shall be void; and until default be made in the premises the said Ellsworth Baynard, his heirs and assigns shall possess said property.

AND the said Ellsworth Baynard, his heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of its insurable value in some Company or Companies approved by the said Edwin H. Brown, Jr. 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 Edwin H. Brown, Jr. his executors, administrators or assigns, or EDWIN H. BROWN, JR. their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, 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 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 have then matured or not; and, third, the balance to Ellsworth Baynard or whoever may be entitled to sale.

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

Witness their hands and seals:

Test:

MARY FORMAN
J. MCK. TILGHMAN

his
ELLSWORTH x BAYNARD (SEAL)
mark

his
LILLIE x BAYNARD (SEAL)
mark

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 21st day of April, in the year nineteen hundred and sixteen, 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, Jr. and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

J. MCK. TILGHMAN
JUSTICE OF THE PEACE.

For Value received, I do hereby assign and transfer the within and foregoing mortgage unto Alberta Tarman and Lula Tarman and the survivor of them.
Witness my hand and seal this twenty second day of April, in the year nineteen hundred and sixteen.

Mary E. Forman.

EDWIN H. BROWN JR. (SEAL)

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

For Value Received, I, Lula Tarman, do hereby transfer and assign the within and foregoing mortgage for the amount and to the extent of the balance due thereunder, to wit: the sum of Four Hundred and Fifty Dollars (\$450.00), with interest from the 21st day of April, 1932, unto William R. Horney, for the purpose of collection by foreclosure or otherwise; the said Alberta Tarman having departed this life on the 23rd day of February, 1933.

Witness my hand and seal, this 18th day of April, 1933.

TEST:

EDWARD G. HAYDEN

LULA TARMON

(SEAL)

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W. No. 8, folios 537, etc., a Land Record Book for Queen Anne's County.

Place
of
Seal.

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 April, in the year nineteen hundred and thirty three.

B. Hackett Turner Clerk.

CERTIFIED COPY OF BOND
Filed May 20, 1933.

Queen Anne's County, to wit: Be it remembered that on the twentieth day of May, in the year 1933, the following Bond was filed for record, to wit:-

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:- KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars (\$1,000.00) current money of the United States of America, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this twentieth day of May, in the year nineteen hundred and thirty three.

WHEREAS, a certain mortgage from Ellsworth Baynard and Lillie Baynard, his wife, to Edwin H. Brown, Jr. dated the 21st day of April, 1916, and recorded in Liber W.F.W. No. 8, folios 537 etc. a land record book for Queen Anne's County aforesaid, has been; by mesne assignments, duly assigned unto the said William R. Horney, by assignments recorded 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 sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non payment of the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT if the above bounden 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 presents of
Hilda T. Seward

William R. Horney (SEAL)

Attest: Hilda T. Seward.

Seal's
Place.

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

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed May 20th. 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, fol. 241, a bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th day of May, in the year 1933.

Place of Seal.

B. Hackett Turner, Clerk.

REPORT OF SALE
Filed May 23, 1933.

WILLIAM R. HORNEY,
ASSIGNEE OF MORTGAGE,
vs.
ELLSWORTH BAYNARD and
LILLIE BAYNARD, his wife,
MORTGAGORS.

In the Circuit Court for
Queen Anne's County,
in Equity.
Cause No. 2950.

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 Ellsworth Baynard and Lillie Baynard, his wife, to Edwin H. Brown, Jr.; bearing date the 21st day of April, 1916, and recorded in Liber W.F.W. No. 8, folios 537, etc., a land record book for Queen Anne's County, Maryland; which said mortgage was, by mesne assignments, duly assigned to the said William R. Horney, by assignments 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 hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Queen Anne's 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 23rd day of May, 1933, beginning at the hour of 1:45 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 tract, part or parcel of a tract of land situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, called "Hemsley Park", or by whatsoever name or names the same may be known or called, and situated on the east side of the public road leading from Willoughby to Starr; bounded on the north by the property of W. J. Emerson, on the east and southeast by the property of Rev. Joel Brown, on the south by the property of one Connolly and on the west by the aforesaid public road, containing thirty and two-tenths (30.2) acres of land, more or less, and sold the same to Lula Tarman, of Baltimore City, State of Maryland, at and for the sum of Five Hundred and Fifty Dollars (\$550.00), she being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Queen Anne's 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 compliance with the terms of sale, subject to the tenancy of James F. Capel for the remainder of the year 1933; that the purchaser would receive all the landlord's interest in the crops, if any, now pitched, planted and growing on said farm, but must assume any expense relating thereto; that the taxes for the year 1933 would be payable by the purchaser, and all taxes due and in arrears would be paid by the Assignee; that the purchaser would be required to take out fire insurance on the buildings as of the day of sale; and that all title papers would be at the expense of the purchaser.

5. That the said Lula Tarman 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 before the final ratification of the sale by this Court, she, the said Lula Tarman, being the real owner of the aforesaid mortgage.

Respectfully submitted,

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

Wm. R. Horney
Assignee of Mortgage.

I HEREBY CERTIFY that on this 23rd day of May, in the year nineteen hundred and thirty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE, ARE true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

Filed May 23, 1933.

B. Hackett Turner
Clerk.

CERTIFICATE OF PUBLICATION OF SALE OF REAL ESTATE
Filed May 23, 1933.

ASSIGNEE'S SALE OF A
VALUABLE SMALL FARM - - - -

Default having occurred in the mortgage from Ellsworth Baynard and Lillie Baynard, his wife, to Edwin H. Brown, Jr., dated April 21st, 1916, and recorded in Liber W.F.W. No. 8, folios 537, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by mesne assignments, duly assigned to William R. Horney, by assignments, recorded at the foot of said mortgage, the undersigned, assignee of said mortgage, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, MAY 23, 1933, beginning at the hour of 1:45 o'clock, P.M. the property conveyed by said mortgage, consisting of:

ALL that tract, part or parcel of a tract of land situate, lying and being in the Sixth Election District, of Queen Anne's County, Maryland, called "Hemsley Park", or by whatsoever name or names the same may be known or called, and situated on the east side of the public road leading from Willoughby to Starr, bounded on the north by the property of W. J. Emerson, on the east and southeast by the property of Rev. Joel Brown, on the south by the property of one Connolly, and on the west side by the afore-said public road, containing 30.2 acres of land, more or less.

The improvements consist of a dwelling in fair condition and outbuildings.

TERMS OF SALE:- One-third of the purchase price will be required on the day of sale, and the balance of said 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.

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

William R. Horney
Assignee of Mortgage.

THE QUEEN ANNE'S RECORD, Centreville, Maryland.

May 23rd, 1933.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies that the Assignee's Sale in the case of "William R. Horney, Assignee of Mortgage, vs. Ellsworth Baynard and Lillie Baynard, his wife, Mortgagors", a true copy of which is hereto annexed, was inserted in The Queen Anne's Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 27th day of April, 1933, being more than twenty days before the 23rd day of April, 1933.

"EXHIBIT A"
Filed May 23, 1933.

The Queen Anne's Publishing Co., Inc.,

NISI
Filed May 23, 1933.

William R. Horney,
Assignee of Mortgage,

NISI

In the Circuit Court

For Queen Anne's County,

vs.
Ellsworth Baynard, and
Lillie Baynard, his wife,

In Equity

Mortgagor

Chancery No. 2950

ORDERED, This 23rd day of May, A.D., 1933, 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 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 26th day of June, next.

The Report states the amount of sales to be \$ 550.00

Filed May 23, 1933.

B. Hackett Turner Clerk.

STATEMENT OF MORTGAGE DEBT
Filed July 25, 1933.

WILLIAM R. HORNEY,
Assignee of Mortgage,

In the Circuit Court for

Queen Anne's County

vs.

in Equity.

ELLSWORTH BAYNARD and
Lillie Baynard, his wife,
Mortgagors.

Cause No. 2950.

STATEMENT OF MORTGAGE DEBT

Statement of principal mortgage debt and interest owing as of the day of sale, under the mortgage from Ellsworth Baynard and Lillie Baynard, his wife, to Edwin H. Brown, Jr., bearing date the 21st day of April, 1916, and recorded in Liber W.F.W. No. 8, folios 537, etc., a land record book for Queen Anne's County, Maryland, which said mortgage has been, by mesne assignments, duly assigned unto the said William R. Horney, which said assignments are recorded at the foot of said mortgage.

Amount of the principal mortgage debt as evidenced by the original mortgage attached hereto, to wit: \$ 650.00

Less the payment on account of the principal made on April 17th, 1919, 200.00 \$ 450.00

Amount of interest on the balance of said mortgage debt from April 21st, 1932, (the date to which it was last paid), to the 23rd day of May, 1933, (the date of the sale of the real estate made and reported in this cause), 29.40

Total amount of principal mortgage debt and interest owing as of the said 23rd day of May, 1933, \$ 479.40

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

I HEREBY CERTIFY that on this 25th day of July, in the year nineteen hundred and thirty three, 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 foregoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

B. Hackett Turner
Clerk.

Filed July 25th, 1933.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed August 11th, 1933.

ORDER NISI

William R. Horney, Assignee of Mortgage,
vs.
Ellsworth Baynard and Lillie Baynard,
his wife, Mortgagor;

In the Circuit Court for Queen
Anne's County, in Equity,
Chancery No. 2950.

Ordered, this 23rd day of May, A.D., 1933, 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 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 26th day of June next.

The Report states the amount of sale to be \$550.00.

B. Hackett Turner, Clerk.

True Copy - Test:
Filed May 23, 1933.

B. Hackett Turner, Clerk.

THE QUEEN ANNE'S RECORD, Centreville Maryland.
August 11th, 1933.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies that the Order Nisi in the case of "William R. Horney, Assignee of Mortgage vs. Ellsworth Baynard and Lillie Baynard, his wife, Mortgagors", a true copy of which is hereto annexed, was inserted in The Queen Anne's Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 25th day of May, 1933, being more than 60 days before the 26th day of July, 1933.

Filed Aug. 11th, 1933:

THE QUEEN ANNE'S PUBLISHING CO., INC.,
By Marie K. Connolly

FINAL ORDER RATIFICATION
Filed August 14th, 1933.

WILLIAM R. HORNEY,
Assignee of Mortgage,

In the Circuit Court for
Queen Anne's County

vs.

in Equity.

ELLSWORTH BAYNARD and
LILLIE BAYNARD, his wife,
Mortgagors.

Cause No. 2950.

FINAL ORDER OF RATIFICATION

ORDERED, this 14th day of August, 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 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 allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

Filed Aug. 14th, 1933.

Thomas J. Keating

REPORT AND ACCOUNT OF THE AUDITOR
Filed October 23, 1933.

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

William R. Horney,
Assignee of Mortgage,

vs.

Cause No. 2950.

Ellsworth Baynard and
Lillie Baynard, his wife,
Mortgagors.

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause were instituted for the collection of a mortgage debt by the sale of mortgaged property through the mortgage described in this cause and the sale of the cause is not sufficient to pay the costs incident to the proceedings and the mortgage debt in full/

In the within account the party making the sale, William R. Horney, assignee of the mortgage, is charged with the gross amount of the sale made by him per his Report of Sale and is then allowed thereout as follows:
Costs of advertising the sale and the several orders nisi of the cause,
The cost of the bond filed by him,
The cost of Auctioneer for crying the sale,
The taxes on the mortgaged property due and in arrears at time of the sale,
The fee of the auditor.

The balance of the amount so charged remaining after these allowances constitutes the net proceeds of the sale and is awarded in the within account unto the said Assignee in part of the mortgage debt due on the day of sale.

The Auditor has stated a second account attached herewith showing the balance due by the mortgagor on the day of the sale under the mortgage after the application to the mortgage debt of the net proceeds of the sale of the cause.

Which is respectfully submitted,

September 2, 1933.

Madison Brown
Auditor.

Cause No. 2950

The proceeds of the sale of the mortgaged real estate of Ellsworth Baynard, the party making the mortgage described in this cause in account with William R. Horney, the assignee of said mortgage and the party making the sale described in the proceedings of this cause.

Cr.

1933
May
23

By gross amount of the mortgage sale mentioned per Report of Sale of the vendor filed May 23, 1933, to wit: the sum of . . \$ 550.00

Dr.

1933
May
23

To William R. Horney, the party making the sale mentioned for his commissions for so doing per terms of mortgage, to wit: the sum of	\$	38.25	
To do., for the Court costs of these proceedings per statement of the Clerk of the Court as follows: For the cost of B.H.Turner, clerk, \$18.75 For appear, fee of Harper & Horney 10.00			28.75
To do., for the cost of his bond filed in this cause paid to the corporate surety on said bond per account for same exhibited to the Auditor, to wit: sum of			10.00
To do., for the charges of J. E. Anthony, auctioneer, for crying the sale of this cause, to wit: sum of ..			5.00
To do., for the cost of advertising in The Queen Anne's Record, per account for same exhibited to the Auditor, notice of sale \$23.26 order nisi on sale 3.75 order nisi to be passed as to this account 2.50 a total of \$29.51			29.51
To do., to be paid to Anna Q. Skinner, treasurer of Queen Anne's County, the amount of the taxes for year 1932 due by the mortgagor on the mortgaged property, to wit: the sum of			21.23
To Madison Brown, auditor, for stating this account, the sum of			4.50
			<u>\$ 137.24</u>
To William R. Horney, as assignee of said mortgage, in part payment of the amount due by said mortgage on the say of sale mentioned, this balance which is not sufficient to pay said mortgage claim in full, to wit: the sum of			412.76
			<u>\$ 550.00</u>
			<u>\$ 550.00</u>

September 2, 1933.

Madison Brown

STATEMENT OF MORTGAGE DEBT
Filed Sept. 2, 1933.

Cause No. 2950.

STATEMENT OF MORTGAGE DEBT.

Ellsworth Baynard, the mortgagor, of above cause to William R. Horney,
Assignee of said mortgage,

1933

May
23

To amount of the debt due by the mortgage mentioned and described in this cause on this date, the day of sale of this cause, per Statement of Mortgage Debt filed in this cause, to wit: the sum of	\$ 479.40
By the amount of the net sale of this cause per afore-going account distributed unto said Assignee in part payment of said mortgage, to wit: the sum of	<u>412.76</u>
To balance bearing interest from May 23, 1933	\$ 66.64

September 2, 1933.

Madison Brown
Auditor.

Filed Sept. 2nd. 1933.

NISI RATIFICATION OF AUDIT
Filed Sept. 2nd, 1933;

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of
Mortgage,
vs.
Ellsworth Baynard and
Lillie Baynard, his wife,

In the Circuit Court for
Queen Anne's County, In Equity.
Case No. 2950.

ORDERED, This 2nd day of September, in the year nineteen hundred and thirty three; 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 September, 1933, provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of September, 1933 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed Sept. 2nd, 1933.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed Oct. 19, 1933.

NISI RATIFICATION
OF
AUDIT

William R. Horney, Assignee of Mortgage,
vs.
Ellsworth Baynard and Lillie Baynard,
his wife.

In the Circuit Court for
Queen Anne's County, in Equity.
Case No. 2950

ORDERED, This 2nd day of September in the year nineteen hundred and thirty three 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 September, 1933 provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of September, 1933, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

True Copy:
Test-

B. Hackett Turner, Clerk.

Filed Sept. 2nd, 1933.

THE QUEEN ANNE'S RECORD, CENTREVILLE, MARYLAND.
October 19, 1933.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies that the Audit Nisi in the case of William R. Horney vs. Ellsworth Baynard and Lillie Baynard, a true copy of which is hereto annexed, was inserted in The Queen Anne's Record, 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 7th day of September, 1933 being more than 2 weeks before the 30th day of September, 1933.

The Queen Anne's Publishing Co., Inc.
By Marie K. Connolly

Filed Oct. 19, 1933.

FINAL ORDER RATIFICATION OF AUDIT
Filed October 23rd, 1933.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
ELLSWORTH BAYNARD and LILLIE BAYNARD,
his wife, Mortgagors.

In the Circuit Court for
Queen Anne's County in Equity.
Cause No. 2950.

FINAL RATIFICATION OF AUDIT

ORDERED, this 19th day of October, in the year 1933, 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 therein in this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of

portion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

Filed October 23rd, 1933.

Thomas J. Keating



CAUSE No. 2951

QUEEN ANNE'S COUNTY, TO WIT: BE IT REMEMBERED that heretofore on the 25th day of April, in the year 1933 the following order to docket suit was filed for record, to wit:

ORDER TO DOCKET SUIT
Filed Apr. 25, 1933.

WILLIAM R. HORNEY,
Assignee of Mortgage,

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

vs.

ALEXANDER CARROLL,
Mortgagor,

Cause No. 2951

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 Alexander Carroll to Paul W. Phillips, bearing date the 31st day of August, 1928, and of the assignment thereof from Paul W. Phillips to William R. Horney, bearing date the 13th day of April, 1933, said mortgage and assignment being recorded in Liber B.H.T. No. 8, folios 364, etc., a land record book for Queen Anne's County, State of Maryland.

This suit to be docketed as aforesaid, 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.,

Filed Apr. 25, 1933.

Wm. R. Horney
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE
Filed April 25, 1933.

#13,200. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 11th day of September, in the year nineteen hundred and twenty-eight, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 31st day of August, in the year nineteen hundred and twenty eight, by Alexander Carroll, of Queen Anne's County, State of Maryland;

WHEREAS, the said Alexander Carroll is justly indebted unto Paul W. Phillips, of Queen Anne's County aforesaid, in the full sum of FIVE HUNDRED DOLLARS (\$500.00), for materials sold and delivered to him by the said Paul W. Phillips;

AND WHEREAS, it is hereby agreed by and between the parties of this mortgage that the said sum of FIVE HUNDRED DOLLARS (\$500.00) shall be paid to the said Paul W. Phillips 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, the said materials were sold and delivered upon the express precedent agreement that the aforesaid principal sum of FIVE HUNDRED DOLLARS (\$500.00) and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the respective times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said Alexander Carroll does hereby grant and convey unto the said Paul W. Phillips, his heirs and assigns, in fee simple, the following described real estate, to wit:

PARCEL NUMBER ONE

ALL that tract or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say: All that tract of land on the western side of the public road leading from Unicorn Mills to Sudlersville, near to Hackett's Corner, and beginning for the same at the southeast corner thereof in the middle of the said public road and also in the division line between the land herein described and the lands now or lately of Christopher Wiedman and running thence with the last named land South seventy degrees ten minutes West, eleven hundred and eighty three (1183) feet to a stone; thence North twenty three degrees West, one hundred and thirty seven (137) feet to a stone and to the lands now or recently of Robert J. McWhorter; thence with that land North

four degrees thirty minutes East, ninety two (92) feet to a stake; thence up and with a division line established to cut off the herein described land from the land of James E. Higman North seventy degrees ten minutes East, eleven hundred and thirty (1130) feet to the middle of the first named public road; and thence running therewith South twenty six degrees East, two hundred and twenty six (226) feet to the place of beginning, and containing six (6) acres of land, more or less; being the same land which was granted and conveyed unto the said Alexander Carroll by James E. Higman and Catherine Higman, his wife, by deed bearing date the thirtieth day of December, nineteen hundred and twenty one, and recorded in Liber B.H.T. No. 1, folios 169, etc., a land record book for Queen Anne's County aforesaid, excepting therefrom, however, those parts of said land which were granted and conveyed by the said Alexander Carroll by the two following deeds, to wit: by the deed to the State of Maryland, bearing date the thirty-first day of March, nineteen hundred and twenty three, and recorded in Liber B.H.T. No. 1, folios 358, etc., a land record book for Queen Anne's County aforesaid, and by the deed to Madeline G. Young, bearing date the twenty third day of June, nineteen hundred and twenty five, and recorded in Liber B.H.T. No. 4, folios 411, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER TWO

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County aforesaid, and bounded on the east by the lands of Daysie Rochester, on the south by other land of the said Alexander Carroll and on the north by the land of James E. Higman, and more particularly described as follows: BEGINNING for the same at a stone planted where the southwest corner of the land of the said Daysie Rochester adjoins the north side of the said other land of the said Alexander Carroll and running in a westerly direction along the said north line of the said Carroll land, a distance of ten hundred and ten (1010) feet; thence in a northerly direction parallel with the western line of the said Daysie Rochester land, a distance of forty three and thirteen hundredths (43.13) feet; thence in an easterly direction parallel with the north line of the said Carroll land, a distance of ten hundred and ten (1010) feet to the property of the said Daysie Rochester; and thence in a southerly direction with the western line of the said Rochester property, a distance of forty three and thirteen hundredths (43.13) feet to the place of beginning, and containing one (1) acre of land; being the same land which was granted and conveyed unto the said Alexander Carroll by James E. Higman and Catherine Higman, his wife, by deed bearing date the twenty second day of June, nineteen hundred and twenty five, and recorded in Liber B.H.T. No. 4, folios 253, etc., 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 any way appertaining.

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

PROVIDED, that if the said Alexander Carroll, his heirs, executors, administrators or assigns, shall well and truly pay to the said Paul W. Phillips, his 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 Alexander Carroll, his heirs and assigns, shall possess said property.

AND the said Alexander Carroll, for himself, his heirs, executors, administrators and assigns, hereby covenants, 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 Paul W. Phillips, 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 Paul W. Phillips, his executors, administrators or assigns, or J. FRANK HARPER and WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, or either of them, his or their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as 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, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Alexander Carroll, 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 Paul W. Phillips, his executors, administrators, or assigns, or the said J. FRANK HARPER and WILLIAM R. HORNEY, or either of them, 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 Alexander Carroll, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hand and seal of the said Mortgagor:

TEST:

I.M.Redden

ALEX CARROLL (SEAL)

STATE OF MARYLAND,

TO WIT:

QUEEN ANNE'S COUNTY,

I HEREBY CERTIFY that on this 31st day of August, 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 Alexander Carroll and acknowledged the foregoing MORTGAGE to be his act; and at the same time, also before me, the subscriber, personally appeared Paul W. Phillips, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing MORTGAGE is true and bona fide as therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

J. WILBUR STAFFORD
Notary Public

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of April, in the year nineteen hundred and thirty three, the following assignment was brought to be recorded, to wit:-

For value received, I, Paul W. Phillips, do hereby transfer and assign the within and foregoing mortgage, with interest from the 31st day of August, 1928, unto William R. Horney, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal, this 13th day of April, 1933:

TEST:

L. Sudler Story.

Paul W. Phillips (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 8, folios 364, etc., a Land Record Book for Queen Anne's County aforesaid.

Place of
Seal

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 April, in the year nineteen hundred and thirty three.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND
Filed May 20, 1933.

Queen Anne's County, to wit: Be it remembered that on the twentieth day of May, in the year 1933, the following Bond was filed for record, to wit:-

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT: KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of one thousand dollars (\$1,000.00) current money of the United States of America, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us; our and each of our heirs, executors 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 twentieth day of May, in the year nineteen hundred and thirty three.

WHEREAS, a certain mortgage from Alexander Carroll to Paul W. Phillips, bearing date the 31st day of August, 1928, and recorded in Liber B.H.T. No. 8, folios 364 etc. a land record book for Queen Anne's County aforesaid, was, by the said Paul W. Phillips, duly assigned unto the said William R. Horney, by assignment bearing date the 13th day of April, 1933 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 sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non payment of the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof;

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

Signed, sealed and delivered in
the presence of

Hilda T. Seward

Attest:

Hilda T. Seward

William R. Horney (SEAL)

United States Fidelity and Guaranty Company

By William R. Horney

Its attorney in fact. Seal's
Place.

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

Security approved and Bond filed May 20th, 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from
Liber B.H.T. No. 1, fol. 241, a Bond record book for Queen Anne's Co.,

Place

of

Seal.

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 May, in the
year 1933.

B. Hackett Turner, Clerk.

REPORT OF SALE
Filed May 23, 1933.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.

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

ALEXANDER CARROLL,
Mortgagor.

Cause No. 2951.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That default was made by the mortgagor by reason of the non-payment of the principal mortgage debt secured by said mortgage and 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 Alexander Carroll to Paul W. Phillips, bearing date the 31st day of August, 1928, and recorded in Liber B.H.T. No. 8, folios 364, etc., a land record book for Queen Anne's County, Maryland, which said mortgage, was, by the said Paul W. Phillips, duly assigned to the said William R. Horney, by assignment bearing date the 13th day of April, 1933, 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 hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said William R. Horney, Assignee of Mortgage, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the 23rd day of May, 1933, beginning 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 and conveyed by said mortgage, that is to say: he then and there offered at public sale to the highest bidder, the property conveyed by said mortgage consisting of two parcels of land described as follows, to wit: PARCEL NUMBER ONE. All that tract or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the western side of the public road leading from Unicorn Mills to Sudlersville, near Hackett's Corner, containing six (6) acres of land, more or less, minus the exceptions mentioned in the advertisement of sale; PARCEL NUMBER TWO. All that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County aforesaid, and bounded on the east by the lands of Daysie Rochester, on the south by other land of the said Alexander Carroll (Parcel Number One) and on the north by the land of James E. Higman, containing one (1) acre of land, more or less, and sold the said two parcels of land to Paul W. Phillips, of Queen Anne's County aforesaid, at and for the sum of Six Hundred Dollars (\$600.00), he being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Centreville Observer, a newspaper printed and published 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 possession would be given upon compliance with the terms of sale, subject to the right of the mortgagee to occupy the premises until the final ratification of the sale by this Court; that the purchaser would receive all crops, if any, now pitched, planted and growing on said farm; that the taxes for the year 1933 would be payable by the purchaser, and all taxes due and in arrears 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 Paul W. Phillips 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 before the final ratification of the sale by this Court, he, the said Paul W. Phillips, being the real owner of the aforesaid mortgage.

Respectfully submitted,

Wm. R. Horney
Assignee of Mortgage.

STATE OF MARYLAND,

TO WIT:

QUEEN ANNE'S COUNTY,

I HEREBY CERTIFY that on this 23rd day of May, in the year nineteen hundred and thirty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

B. Hackett Turner
Clerk.

Filed May 23rd, 1933.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed May 23, 1933.

ASSIGNEE'S SALE OF A
VALUABLE SMALL FARM

Default having occurred in the mortgage from Alexander Carroll to Paul W. Phillips, dated August 31st, 1928, and recorded in Liber B.H.T. No. 8, folios 364, etc., a land record book for Queen Anne's County, Md., which said mortgage was assigned by the said Paul W. Phillips to William R. Horney by assignment dated April 13th, 1933, and recorded at the foot of said mortgage, the undersigned, assignee of said mortgage, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder in front of the Court House Door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 23rd, 1933, beginning at the hour of 1:30 o'clock P.M. the property conveyed by said mortgage consisting of two parcels of land described as follows, to wit:

PARCEL NUMBER ONE: All that tract or parcel of land, situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the western side of the public road leading from Unicorn Mills to Sudlersville, near Hackett's Corner, containing 6 ACRES of land, more or less; being the same land which was granted and conveyed unto the said Alexander Carroll by James Higman and wife by deed dated December 30th, 1921, and recorded in Liber B.H.T. No. 1, folios 169 etc., a land record book for Queen Anne's County aforesaid, excepting therefrom, however, those parts of said land which were granted and conveyed by the said Alexander Carroll by the two following deeds, to wit: by the deed to the State of Md. dated March 31st, 1923, and recorded in Liber B.H.T. No 1, folios 358, etc; a land record book for Queen Anne's County aforesaid, and by the deed to Madeline G. Young, dated June 23rd, 1925, and recorded in Liber B.H.T. No.4, folios 411, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER TWO: All that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County aforesaid, and bounded on the east by the lands of Daysie Rochester, on the south by other land of the said Alexander Carroll and on the north by the land of James E. Higman, containing 1 ACRE of land, more or less; being the same land which was granted and conveyed unto the said Alexander Carroll by James E. Higman and wife by deed dated June 22nd, 1925, and recorded in Liber B.H.T. No. 4, folios 253, etc., a land record book for Queen Anne's County aforesaid. The improvements consist of a dwelling and outbuildings all in good condition.

TERMS OF SALE: One-third of the purchase price will be required on the day of sale, and the balance of said 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 Mortgage.

HARPER and HORNEY, Attorneys.
J. ELMER ANTHONY, Auctioneer.

THE CENTREVILLE OBSERVER, Centreville, Md.
May 23, 1933

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of William R. Horney, Assignee of Mtg. vs. Alexander Carroll, 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 27th day of April, 1933, being more than twenty days before the 23d day of May, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

"Exhibit A."

NISI
Filed May 23, 1933.

NISI

William R. Horney,
Assignee of mortgage
vs.
Alexander Carroll,
Mortgagor

In the Circuit Court
For Queen Anne's County
In Equity.
Chancery No. 2951

ORDERED, This 23rd day of May, A.D., 1933, 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 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 26th. day of June next.

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

Filed May 23, 1933.

B. Hackett Turner, Clerk

STATEMENT OF MORTGAGE DEBT
Filed July 25th, 1933.

William R. Horney,
Assignee of Mortgage,
vs.
Alexander Carroll,
Mortgagor.

In the Circuit Court for
Queen Anne's County
in Equity.
Cause No. 2951.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debt and interest owing as of the day of sale, under the mortgage from Alexander Carroll to Paul W. Phillips, bearing date the 31st day of August, 1928, and recorded in Liber B.H.T. No. 8, folios 364 etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned by the said Paul W. Phillips unto the said William R. Horney, by assignment bearing date the 13th day of April, 1933, and recorded at the foot of said mortgage.

Amount of the principal mortgage debt as evidenced by the original mortgage attached hereto, to wit:	\$ 500.00
Amount of interest on said mortgage debt from August 31st, 1928, (the date of the mortgage), to the 23rd day of May, 1933, (the date of the sale of the real estate made and reported in this cause),	141.83
Total amount of principal mortgage debt and interest owing as of the said 23rd day of May, 1933,	\$ 641.83

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

I HEREBY CERTIFY that on this 25th day of July, in the year nineteen hundred and thirty three, 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 foregoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

Filed July 26, 1933.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed August 11, 1933

NISI

William R. Horney,
Assignee of Mortgage,
vs.
Alexander Carroll,
Mortgagor.

In the Circuit Court for
Queen Anne's County
in Equity.
Chancery No. 2951

ORDERED, This 23rd day of May, A.D., 1933, 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 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 26th day of June next.
The Report states the amount of sales to be \$600.00.

Filed May 23, 1933.

True Copy
Test:

B. Hackett Turner, Clerk.
B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER, Centreville, Md.
August 11th, 1933.

The Centreville Observer Publishing Co., hereby certifies that the Order Nisi in the case of William R. Horney, Assn. of Mortgage vs. Alexander Carroll, 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 25th day of May, 1933, being more than sixty days before the 26th day of July, 1933.

Filed Aug. 11th 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

FINAL ORDER OF RATIFICATION
Filed August 14th, 1933.

William R. Horney,
Assignee of Mortgage,
vs.
Alexander Carroll,
Mortgagor.

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

Cause No. 2951.

FINAL ORDER OF RATIFICATION

ORDERED, this 14th day of August, 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 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 allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing vouchers therefor before the auditor.

Thomas J. Keating

Filed August 14th, 1933.

REPORT AND ACCOUNT OF AUDITOR
Filed Dec. 13, 1933.

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

William R. Horney,
Assignee of Mortgage,
vs.
Alexander Carroll,
Mortgagor.

Cause No. 2951.

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause were had for the collection of a mortgage debt by a sale of the mortgaged property under power in the mortgage and it appears that the proceeds of sale are insufficient to pay the mortgage debt as it existed on the day of the sale in full.

That in the within account which has been stated by the auditor William R. Horney, assignee of the mortgage of this cause and the vendor thereunder of the mortgaged property, is charged with the gross amount of the sale made by him as set forth in his report of sale and as vendor he is allowed thereout as follows:

For the Court costs of the cause; for his commissions for making the sale per terms of the mortgage; for the cost of his corporate surety bond filed herein; for the cost of advertising notice of the sale and several orders nisi of the cause; for taxes upon the property sold to be paid by him; the fee of the auctioneer for crying the sale and the fee of the auditor.

The balance remaining after the allowances mentioned of the amount so charged to the vendor is by the within account distributed unto the said William R. Horney as assignee of the mortgage in part payment of said mortgage claim.

The auditor has also stated as will appear from the within account a statement showing the amount due by the mortgagor to the assignee on account of the mortgage after credit to the debt of the net proceeds of this cause.

Which is respectfully submitted,

Madison Brown
Auditor.

Cause No. 2951

The proceeds of the sales of the mortgaged real estate of Alexander Carroll, mortgagor making the mortgage mentioned in this cause, in account with William R. Horney, assignee of said mortgage and the party making under same the sale of this cause.

CR.

1933
May
23

By gross proceeds of said sale, per report of sale filed \$ 600.00

DR.

" "

To William R. Horney, vendor as aforesaid, for his commissions for making the sale per terms of the mortgage \$ 41.50

To do., for the Court costs of this cause, per statement made by Clerk as follows:
Costs of B.H.Turner, clerk, . . . \$18.75
Appearance fee of Harper & Horney 10.00 28.75

To do., for the costs of his bond filed herein paid the corporate surety thereon, per receipted account for same exhibited, the sum of 10.00

To do., for costs of advertising in the Centreville Observer,
Notice of sale \$38.25
Order nisi thereon 3.75 42.00

To do., for amount retained to pay State and County taxes on mortgaged property in arrear at time of sale for year 1930-\$11.80 for year 1931 19.49
total of 31.29
per tax statement exhibited.

To do., for costs of advertising the order nisi to be passed as to this audit, to wit: sum of 2.50

To do., for amount to be paid J.E. Anthony for crying sale made, the sum of 5.00

To Madison Brown, auditor, for stating this account, sum of 4.50
\$165.54

To William R. Horney as assignee of said mortgage, this balance on account of his mortgage claim, to wit: 434.46
\$600.00 \$600.00

Alexander Carroll, mortgagor or the mortgage of this cause,
to William R. Horney, assignee of said mortgage, DR.

1933

May 23

To amount of the mortgage debt due on this date, day of sale of cause, per statement filed, \$ 641.83

CR. By net proceeds of this cause brought down 434.46

May 23 1933. To balance, with interest from this date, \$ 207.37

December 12, 1933.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT
Filed Dec. 14th, 1933.

NISI RATIFICATION OF AUDIT

William R. Horney,
Assignee of Mortgage,
vs.
Alexander Carroll,
Mortgagor.

In the Circuit Court
For Queen Anne's County
In Equity.
Case No. 2951

ORDERED, This 13th day of December, in the year nineteen hundred and thirty three that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 6th day of January, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of December, 1933 in some newspaper printed and published in Queen Anne's County.
Filed Dec. 14th, 1933. B. Hackett Turner, Clerk.

CERTIFICATE OF NISI RATIFICATION OF AUDIT
Filed Jan. 11, 1934.

NISI RATIFICATION OF AUDIT

In The Circuit Court For Queen Anne's County In Equity.

William R. Horney, Assignee of Mortgage
vs.
Alexander Carroll, Mortgagor

Case No. 2951.

ORDERED, This 13th day of December in the year nineteen hundred and thirty three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of January, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of December, 1933, in some newspaper printed and published in Queen Anne's County.

True Copy
Test:
Filed Dec. 13th, 1933.

B. Hackett Turner, Clerk.
B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER, Centreville, Md.
January 11, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Wm. R. Horney, Assn. vs. Alexander Carroll, Mtge., 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 14 day of December, 1933, being more than two weeks before the 30th day of December, 1933.

Filed Jan. 11, 1934.

The Centreville Observer Publishing Co.
By Bertha G. Durney

FINAL RATIFICATION OF AUDIT
Filed January 13, 1934.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
ALEXANDER CARROLL,
Mortgagor.

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

Cause No. 2951.

FINAL RATIFICATION OF AUDIT

ORDERED, this thirteenth day of January, 1934, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

Filed January 13th, 1934.

Thomas J. Keating



Cause No. 2953

QUEEN ANNE'S COUNTY, TO WIT: BE IT REMEMBERED that heretofore on the 29th day of April, in the year 1933 the following order to docket suit was filed for record, to wit:

ORDER TO DOCKET SUIT
Filed April 29, 1933.

S. Scott Beck,
Assignee,

In the Circuit Court

for

vs.

Queen Anne's County.
In Equity No. _____

Christian Walz.

B. HACKETT TURNER, CLERK:

Please docket the above entitled suit, make certified copy of Mortgage from Christian Walz to The Chestertown Bank of Maryland, dated January 19, 1928, and recorded among the Land Records for Queen Anne's County aforesaid, in Liber B.H.T. No. 7, folio 508, etc., together with the Assignment thereof and file same herein; also file and approve Bond and enter my appearance for the Plaintiff,

Says,

S. Scott Beck
Plaintiff's Attorney.

CERTIFIED COPY OF BOND
Filed April 29, 1933.

Queen Anne's County, to wit: Be it remembered that on the twenty ninth day of April, in the year 1933, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, S. Scott Beck, as Principal; and Mackey P. Beck and Frances P. Metcalfe, as sureties, and all of Kent County, State of Maryland, 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 or assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 27th day of April, 1933.

WHEREAS, Christian Walz by deed of Mortgage dated the 19th day of April, 1933, duly executed, acknowledged and recorded among the land records for Queen Anne's County, State of Maryland, in Liber B.H.T.No. 7, folio 508 etc. conveyed to The Chestertown Bank of Maryland certain real estate therein mentioned to secure the payment of the sum of fifteen hundred (\$1500.00) dollars, which mortgage was on the 27th day of April, 1933, assigned to the said S. Scott Beck for foreclosure; 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 in the payment of the interest thereon due power and authority were given therein to sell the mortgaged premises; and

WHEREAS, default has been made in the condition of the said Mortgage by reason of the failure of the said mortgagor to pay the interest thereon as and when the same become due and payable and also by reason of the failure of the said mortgagor to pay the principal mortgage indebtedness as and when the same became due and payable, and the said S. Scott Beck, Assignee, is about to execute said power of sale by selling said mortgaged real estate.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden S. Scott Beck, shall well and faithfully perform any order or decree which shall be made by any Court of Equity, in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise, to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
S. Scott Beck, Jr.

S. Scott Beck (SEAL)
Mackey Perry Beck (SEAL)
Frances P. Metcalfe (SEAL)

The sureties on the above Bond would be accepted if offered in this Court:-
April 29, 1933.

Seal of
County
Clerk.

Robert A. Shallcross.
Clerk Circuit Court Kent County.

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

Security approved and Bond filed April 29th. 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, fol. 236, a Bond record book for Queen Anne's County.

Place of
Seal.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 29th. day of April, in the year 1933.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE
 Filed April 29, 1933.

#12,887. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 2nd. day of March in the year nineteen hundred and twenty eight, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this 19th day of January in the year nineteen hundred and twenty eight by and between Christian Walz of The City of Philadelphia, State of Pennsylvania Mortgagor of the one part; and the Chestertown Bank of Maryland, a body corporate of Kent County and State of Maryland, Mortgagee, of the other part.

WHEREAS, the said Mortgagor Christian Walz is justly indebted unto said Mortgagee in the full sum fifteen hundred dollars (being money loaned and advanced by said Mortgagee to said Mortgagor) for which said sum and the interest thereon the said Mortgagor has passed to said Mortgagee, his promissory note bearing even date herewith; for said sum of fifteen hundred dollars, payable to the said Chestertown Bank of Maryland or order six months after date, at the Banking House of the said Chestertown Bank of Maryland aforesaid, in Chestertown, Maryland, and which note PROVIDES for the payment of five per cent. commission for collection, if not paid when due.

AND WHEREAS, this Mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the time limited in aforesaid promissory note, or any renewals thereof, as hereinafter stipulated, and all public taxes which may be levied or assessed thereon, and the performance of all the covenants hereinafter mentioned-the execution hereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Christian Walz does grant unto the Chestertown Bank of Maryland aforesaid, or its successors and assigns in fee simple, all that piece or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County and more fully described in the following metes and bounds, courses and distances, to wit:- Beginning for the same at the southeastern corner thereof and running with the Spencer Coleman line, North 84 degrees West (Magnetic, 1920) 90.90 rods to a stone; then with a division line hereby established North 5 degrees East 68.54 rods to the North side of a private road or right of way; then along the same North 73 degrees 30 minutes East, 14.34 rods; then still with the said right of way on the Baylor tract, South 86 degrees 35 minutes East, 19.12 rods; then South 3 degrees 25 minutes West, 0.54 rods; then South 86 degrees 55 minutes East 49.96 rods; then by a line hereby established on the Himmelwright land, North 12 degrees 45 minutes East, 48.48 rods; then South 88 degrees East 40.78 rods, then South 10 degrees .07 minutes East, 29.00 rods; then South 12 degrees West, 17.28 rods, then South 18 degrees West, 19.76 rods, then South 37 degrees 15 minutes West, 57.10 rods to a Walnut tree; then South 38 degrees West, 17.20 rods to the place of beginning and containing 68.40 acres of land, more or less, being composed of parts of the Spencer Coleman land, the Baylor farm and the Himmelwright home farm, and being all that farm which was granted and conveyed unto the said Christian Walz by Andrew C. Gray and Nettie M. Gray, his wife by deed dated the 13th day of January, 1928 and recorded or intended to be recorded among the land record books for Queen Anne's County immediately preceding these presents.

To-gether with a right of way twenty feet wide extending from the public road over the property of William G. Blackiston where it intersects with the land formerly belonging to one Squires and until said right of way intersects the land herein conveyed.

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

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of The Chestertown Bank of Maryland aforesaid; its successors and assigns forever.

PROVIDED, that if the said Christian Walz, his heirs, executors, administrators or assigns, shall pay, or cause to be paid, said promissory note at maturity thereof, or any renewal or renewals thereof, either in whole or in part, as the said Chestertown Bank of Maryland, its successors or assigns, may agree from time to time to renew said loan or any part thereof, and any interest that may accrue on said note, or on any of said renewal notes; and shall perform all the covenants herein on 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 Christian Walz shall possess the aforesaid property upon paying in the meantime all insurance premiums, taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgaged debt and interest hereby intended to be secured, which insurance premiums, taxes, assessments, public dues, charges, mortgage debt and interest, as evidenced by said promissory note or any of said renewals, the said Christian Walz for himself and for his heirs, executors, administrators or assigns does hereby covenant to pay when legally demandable. But if default be made in payment of said notes, or the interest to accrue thereon, or any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and these presents are hereby declared to be made in trust, and the Chestertown Bank of Maryland aforesaid, its successors and assigns, or S. SCOTT BECK, of Chestertown, Maryland, their Attorney or Agent, are hereby

authorized and empowered at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making said sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns; and which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which sale may be at public Auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees, and the actual cost of such bond as may be secured by the party or parties making the sale in some approved surety company, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said Mortgagee its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same. But in case of said mortgage debt, interest and cost are paid after default (and also after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by any one entitled to pay the same, or said sale is withdrawn at the request of said Mortgagor, or either of them, then the said Christian Walz Mortgagor for himself and for his heirs, personal representatives or assigns, do hereby further covenant to and with the said Mortgagee its successors and assigns to pay to the party undertaking to make sale of said property under the powers hereinbefore granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sale of property by virtue of a Decree of a Court having equity jurisdiction in the State of Maryland, together with all costs and expenses incurred, including an attorney's fee of thirty dollars.

AND the said Mortgagor, for himself and for his heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least their insurable value, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee its successors and assigns to the extent or its or their lien or claim hereunder,

AND the said Mortgagor for himself and for his heirs, executors, administrators and assigns do further covenant to pay unto the said Mortgagee or its successors and assigns hereunder any insurance premiums or charges on any property covered by this Mortgage paid by the said Mortgagee, or its successors or assigns hereunder.

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

WITNESS his hand and seal.

TEST: This 19th. day of
January, 1928.

CHRISTIAN WALZ. (SEAL)

W. S. Swartley Notary
Public
Seal

My commission expires Jan. 1, 1930.

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA TO WIT:

I HEREBY CERTIFY, that on this 19th day of January, in the year nineteen hundred and twenty eight before the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia aforesaid, personally appeared Christian Walz the within named Mortgagor and acknowledged the foregoing Mortgage to be his act.

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

Notary
Public
Seal.

Walter S. Swartley
Notary Public.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27th day of February, in the year nineteen hundred and Twenty-eight, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Allan A. Harris, Cashier of the Chestertown Bank of Maryland, the within named mortgage and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide, as therein set forth. And he also makes oath in due form of law that he is the authorized agent of the Mortgagee to make this affidavit.

As witness my hand and Notarial Seal:

Notary
Public
Seal.

Alice R. Smith
Notary Public.

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

For Value Received, the Chestertown Bank of Maryland hereby assigns the within Mortgage to S. Scott Beck for foreclosure.

Witness the hand of William B. Usilton, the Vice President and the Seal of the Chestertown Bank of Maryland, aforesaid, this 27th day of April, A.D., 1933.

TEST:

THE CHESTERTOWN BANK OF MARYLAND.
By Wm. B. Usilton
Vice-President.

Allan A. Harris,
Cashier.

Corporate
Seal's
Place.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 7, folios 508, etc., a Land Record Book for Queen Anne's County.

Place of
Court Seal.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this twenty ninth day of April, 1933, in the year nineteen hundred and thirty three.

B. Hackett Turner, Clerk.

REPORT OF SALE
Filed May 25, 1933.

S. Scott Beck,
Assignee,
vs.
Christian Walz

In the Circuit Court for
Queen Anne's County.
In Equity. No. 2953.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of S. Scott Beck, Assignee of Mortgage from Christian Walz to The Chestertown Bank of Maryland, dated the 19th day of January, 1928, duly executed, acknowledged and recorded among the Land Records for Queen Anne's County, Maryland in Liber B.H.T. No. 7, Folio 508, etc., and which Mortgage was assigned to S. Scott Beck for collection and foreclosure on the 27th day of April, 1933, said Assignment being recorded among the aforesaid Land Records of Queen Anne's County at the foot of the aforesaid Mortgage, respectively shows:

That default having been made under the aforesaid Mortgage by reason of the failure of the said Christian Walz to pay the principal mortgage indebtedness as and when the same became due and payable and also by reason of his failure to pay the interest on said Mortgage as and when the same became due and payable, the said S. Scott Beck, Assignee of said Mortgage, in conformity with the authority and power of sale in said mortgage contained, and after having given bond with security for the faithful performance of his trust and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Times, a newspaper printed and published in Queen Anne's County, Maryland, for at least twenty days before the day of sale, your Assignee, did, pursuant to said notice, offer in front of the Court House Door in Centreville, Maryland, on Tuesday, May 23rd, 1933, between the hours of Eleven-thirty o'clock A.M. and twelve o'clock Noon, the property hereinafter described and then and there sold the same to Carleton Kelsey of Montgomery County, State of Pennsylvania, at and for the sum of Two thousand Dollars (\$2000.00), he being the highest bidder therefor, and which property is described as follows:

All that farm or tract of land situated in the Seventh Election District of Queen Anne's County aforesaid, bordering on Chester River, composed of tracts formerly belonging to Spencer Coleman, the Baylor farm and the Himmelwright farm and containing in the aggregate 68.40 Acres of land, more or less. TOGETHER with a right-of-way 20 feet wide extending from the public road over the property formerly belonging to William G. Blackiston where it intersects with the land formerly belonging to one Squires and until said right-of-way intersects the land herein reported.

It being the same property which was conveyed by Deed dated January 13, 1928 from Andrew C. Gray and Nettie M. Gray, his wife, to the said Christian Walz and recorded among the Land Records for Queen Anne's County aforesaid, in Liber B.H.T. No. 7, Folio 451 etc.

And your Assignee further reports that the said Carleton Kelsey has made satisfactory compliance with the terms of sale; that he deems the said sale to have been fairly made and prays the usual Order thereon.

Respectfully submitted,

S. Scott Beck
Assignee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of May, 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared S. Scott Beck, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

As witness my hand and Notarial Seal:

Place of
Notary Seal.

Alice R. Smith
Notary Public.

Filed May 25th, 1933.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed May 25, 1933.

ASSIGNEE'S SALE OF
REAL ESTATE

Under and by virtue of the power of sale contained in a mortgage from Christian Walz to The Chestertown Bank of Maryland, dated January 19, 1928, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 7, Folio 508, etc., and which mortgage was on the 27th day of April 1933, assigned to S. Scott Beck, for foreclosure, the said S. Scott Beck, Assignee as aforesaid, will offer at public sale in front of the Court House Door in Centreville, Maryland, on Tuesday, May 23, 1933 between the hours of 11:30 A.M. and 12:00 o'clock Noon.

All that farm or tract of land situated in the Seventh Election District of Queen Anne's County aforesaid, bordering on Chester River composed of tracts formerly belonging to Spencer Coleman, the Baylor Farm and the Himmelwright Farm and containing in the aggregate 68.40 Acres, of land, more or less. TOGETHER with a right-of-way 20 feet wide extending from the Public Road over the property formerly belonging to William G. Blackiston where it intersects with the land formerly belonging to one Squires and until said right-of-way intersects the land herein advertised.

The improvements consist of a two story six room frame dwelling, horse and cow stable and implement shed in fair condition.

This property while nicely situated has not been recently cultivated.
TERMS OF SALE - One-third cash on day of sale; one-third cash upon ratification of sale by the Circuit Court for Queen Anne's County and the balance within six months from the day of sale or all cash at the option of the purchaser; deferred payments to bear interest or terms of sale may be modified to suit prospective purchaser who will be required to pay cost of title papers including Revenue Stamps.

John J. Jester, Auct.

S. Scott Beck, Assignee

THE CENTREVILLE TIMES, Centreville, Md.
May 25, 1933.

THE CENTREVILLE TIMES hereby certifies that the Assignee's Sale of Real Estate in the case of S. Scott Beck, Assignee vs Christian Walz, Mortgagor, a true copy of which is annexed, was inserted in The Centreville Times, 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 29th day of April, 1933, being more than twenty days before the 23rd day of May, 1933.

The Centreville Times.
By S. Chas. Walls, Jr.

Filed May 25, 1933.

NISI
Filed May 25, 1933.

NISI

S. Scott Beck, Assignee

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

VS.

Christian Walz

Chancery No. 2953

ORDERED, This 25th day of May, A.D., 1933, that the sale of the real estate made and reported in this cause by S. Scott Beck, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of June, next.

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

B. Hackett Turner, Clerk.

Filed May 25th, 1933.

STATEMENT OF MORTGAGE DEBT
Filed August 15, 1933.

S. Scott Beck, Assignee, In the Circuit Court for
vs. Queen Anne's County.
Christian Walz. In Equity. No. _____

STATEMENT OF MORTGAGE INDEBTEDNESS.

Christian Walz,

To The Chestertown Bank of Maryland, Dr.

To amount due under Mortgage from Christian Walz to The Chestertown Bank of Maryland, dated January 19, 1928, and assigned to the said S. Scott Beck for collection and foreclosure on April 27, 1933,	\$1,530.00
To interest thereon from May 19, 1932 to April 27, 1933,	86.19
To Insurance premium paid 5/31/32,	10.38
To interest from May 21, 1932 to April 27, 1933 . . . . .	.54
To Insurance premium paid 3/30/33	10.38
To interest thereon from 3/30/33 to 4/27/33	<u>.05</u>
To usual commissions on \$1616.19	1,637.54
to S. Scott Beck, Attorney, for collection,	<u>163.62</u>
Total	\$ 1,801.16

THE CHESTERTOWN BANK OF MARYLAND,

By Allan A. Harris
Cashier.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of August, 1933, before me,
the subscriber, a Notary Public of the State of Maryland, in and for Kent County
aforesaid, personally appeared Allan A. Harris, Cashier of The Chestertown Bank of
Maryland, and made oath in due form of law that the above statement of mortgage
indebtedness is true and correct.

As witness my hand and Notarial Seal:

Place of
Notary Seal.

Alice R. Smith
Notary Public.

PETITION AND ORDER TO SUBSTITUTE NAME OF PURCHASER
Filed August 15, 1933.

S. Scott Beck, Assignee, In the Circuit Court for
vs. Queen Anne's County.
Christian Walz. In Equity. No. _____

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Carleton Kelsey Kelsey respectively shows,

That on the 23rd day of May, 1933, he purchased at public sale the property
reported sold under these proceedings and then requested S. Scott Beck, Assignee, to
report said sale and the purchase as having been made by your Petitioner but since
that time he has determined that he desires that the Deed for said property shall
be passed unto him and his wife, Lita H. Kelsey, as tenants by the entireties.

WHEREFORE, Your Petitioner prays that Carleton Kelsey and Lita H.
Kelsey, his wife, may be substituted as purchasers for said property in place of
your Petition, Carleton Kelsey, and S. Scott Beck, Assignee, be directed to make
conveyance accordingly.

Respectfully submitted,

Carlton Kelsey,

IN HEREBY CONSENT AND AGREE that S. Scott Beck, Assignee in the above entitled
Cause, upon the final ratification of the sale made and reported herein, be authorized
and directed to convey said property to Carleton Kelsey and Lita H. Kelsey, his wife,
as tenants by the entireties.

Lita H. Kelsey

ORDER OF COURT.

THE AFOREGOING PETITION having been read and considered, IT IS HEREBY ORDERED this 15th day of August, 1933, by the Circuit Court for Queen Anne's County, in Equity, that Carleton Kelsey and Lita H. Kelsey, his wife, be, and they are hereby substituted in place of Carleton Kelsey as purchasers of the property sold under the sale made and reported herein and S. Scott Beck, Assignee, is hereby directed, upon the final ratification of said sale and the payment of the balance of the purchase money, to make conveyance of said property accordingly.

Filed Aug. 15, 1933.

Thomas H. Keating

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Aug. 15, 1933.

NISI

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

S. Scott Beck, Assignee,
vs.
Christian Walz.

Chancery No. 2953

ORDERED, This 25th day of May, A.D., 1933, that the sale of the real estate made and reported in this cause by S. Scott Beck, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of June next.

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

True Copy,
Test:

Filed May 25th, 1933.

B. Hackett Turner, Clerk.

B. Hackett Turner, Clerk.

The Centreville Times, Centreville, Md.
August 15, 1933.

The Centreville Times Publishing Company hereby certifies that the Order Nisi in the case of S. Scott Beck, Assignee vs., Christian Walz; a true copy of which is hereby annexed was inserted in the Centreville Times, 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 twenty seventh day of May, 1933, being more than twenty days before the twenty ninth day of June, 1933.

The Centreville Times Pub. Co.
By Bertha G. Durney

FINAL ORDER RATIFICATION
Filed August 15, 1933.

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 15th day of August, 1933, that the sale made and reported by S. Scott Beck, Assignee, as aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown altho due notice appears to have been given as required by the Order Nisi passed in said Cause, and the Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor and the proceedings in this Cause are hereby referred to Madison Brown, Esq., Auditor, for the purpose of stating an audit.

Filed August 15th, 1933.

Thomas J. Keating

REPORT AND ACCOUNT OF AUDITOR
Filed September 7, 1933.

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

S. Scott Beck, Assignee,

vs.

Cause No. 2953.

Christian Walz.

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 it appears from the proceedings of this cause that these proceedings were instituted for the collection of a mortgage debt due to The Chestertown Bank of Maryland under a mortgage assigned by the Bank to S. Scott Beck, Esquire, for the purpose of foreclosure; and the auditor finds that the amount of the net sale is not sufficient to pay the mortgage debt in full.

In the within audit the said assignee who made the sale is first charged with the gross amount of the sale made by him per his report and he is then thereout allowed as the party making the sale as follows:

His commissions for making the sale per terms of the mortgage and rule of Court, The Court costs of the sale as taxed by the Clerk of the Court per his statement

of costs filed with the auditor,
 The cost of advertising the sale and the order nisi thereon per accounts for same
 filed with the auditor,
 The taxes for year 1932 in arrear at time of sale on property sold per statement of
 Tax Collector filed with the auditor,
 The cost of advertising the order nisi to be passed as to this account,
 The charges of the auctioneer for crying the sale, and
 The charges of the auditor for stating this account.
 Then to Mr. Beck as assignee of the mortgage is distributed the balance of the
 sale remaining after the allowances above set forth in part payment of the
 mortgage claim due on the day of sale.

The auditor states a second account showing the balance due by Christian Walz, the
 mortgagor, to The Chestertown Bank of Maryland as of the day of sale.

Which is respectfully submitted,

Madison Brown
 Auditor.

September 2, 1933.

Cause No. 2953

The proceeds of the sale of the mortgaged real estate of Christian Walz, the party
 making the mortgage described in this cause and under which the sale of this cause
 was made in account with S. Scott Beck, the assignee of said mortgage and the party
 making said mortgage sale.

1933

CR.

May
 23

By amount of the gross sale of this cause per Report of Sale,
 filed May 25, 1933 herein, to wit: the sum of \$ 2,000.00

"
 "

DR.

To S. Scott Beck, the party making this sale for
 his commissions for so doing in accordance with
 the terms of said mortgage, to wit: the sum of \$122.50

To do., for the Court costs of these proceed-
 ings per Statement of Costs of Clerk of
 this Court as follows:

The appear. fee of S. Scott Beck,
 the atty., for the plaintiff, \$ 10.00
 Cost of B.H. Turner, clerk, 18.75 28.75

To do., for the costs of advertising
 in the Centreville Times, the
 notice of mortgage sale \$ 29.75
 order nisi on sale 3.75
 a total of \$ 33.50 33.50

per account for same filed with the Auditor.

To do., for the State and County taxes
 for year 1932, in arrear at time of
 sale, on the mortgaged property sold,
 per account of Anna Q. Skinner, treasurer,
 and to be paid to her the sum of 42.37

To do., for the amount paid John T. Jester,
 auctioneer, for his charges for crying
 the sale, the sum of 5.00

To do., for the amount paid Miss Alice R. Smith,
 Notary Public, for her fees for taking and
 certifying to the affidavit of the vendor
 to the Report of Sale filed by him and to
 the Statement of Mortgage Debt filed by him,
 the sum of50

To do., for the cost of advertising the order
 nisi to be passed as to this Report and
 Account of the Auditor, the sum of 3.00

To Madison Brown, auditor, for stating this
 account, the sum of 9.00
 \$ 244.62

To S. Scott Beck, Assignee of said mortgage, in
 part payment of the mortgage indebtedness this
 balance which is not sufficient to pay the
 mortgage claim in full, to wit: the sum of 1,755.38
 2,000.00 \$ 2,000.00

Madison Brown
 Auditor.

September 2, 1933.

Cause No. 2953.

The proceeds of the sale of the mortgaged real estate of Christian Walz, the party
 making the mortgage described in this cause and under which the sale of this cause
 was made in account with S. Scott Beck, the assignee of said mortgage and the
 party making said mortgage sale.

STATEMENT OF THE MORTGAGED DEBT.

Christian Walz to the Chestertown Bank of Maryland,	Dr.	
1933, April 27, To amount of the mortgage debt due under		
the mortgage in this case on this date		
per statement of mortgage debt filed,		
to wit: the sum of	\$	1,801.16
1933, May 23, To interest from April 27, 1933 to		
May 23, 1933 on \$1,530.00 ;		6.63
	\$	1,807.79

Cr.	By amount of the net sale by the preceding account distributed to this mortgage as of May 23, 1933, . . .	<u>\$ 1,755.38</u>
Dr.	To balance due by the said mortgagor to Chestertown Bank of Maryland bearing interest from May 23, 1933,	\$ 52.41

September 2, 1933.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT
Filed September 7, 1933.

NISI RATIFICATION OF AUDIT

S. Scott Beck, Assignee

vs.

Christian Walz.

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

Case No. 2953.

ORDERED, This 7th day of September, in the year nineteen hundred and thirty three, 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 October 1933; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of September, 1933 in some newspaper printed and published in Queen Anne's County.

Filed September 7, 1933.

B. Hackett Turner, Clerk.



CAUSE NO. 2954

QUEEN ANNE'S COUNTY, TO WIT:: BE IT REMEMBERED that heretofore on the 17th day of May, in the year 1933 the following order to docket suit was filed for record, to wit:

ORDER TO DOCKET SUIT
Filed May 17, 1933.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
CHARLES KILSON and
CAROLINE KILSON, 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 Charles Kilson and Caroline Kilson, his wife, to L. Tilghman Hayden, bearing date the 9th day of January, 1926, and of the assignment thereof from L. Tilghman Hayden to William R. Horney, bearing date the 16th day of May, 1933, said mortgage and assignment being recorded in Liber B.H.T. No. 4, folios 510, 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.

CERTIFIED COPY OF MORTGAGE
Filed May 17, 1933.

#11,711 : : : : : QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eleventh day of January, in the year nineteen hundred and twenty six, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, MADE this ninth day of January, in the year nineteen hundred and twenty six, by Charles Kilson and Caroline Kilson, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said Charles Kilson and Caroline Kilson, his wife, are jointly and severally indebted unto L. Tilghman Hayden, of Queen Anne's County aforesaid, in the full sum of FIVE HUNDRED DOLLARS (\$500.00), for money this day loaned to them by the said L. Tilghman Hayden;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the aforesaid sum of FIVE HUNDRED DOLLARS (\$500.00); and the interest to accrue thereon, shall be repaid to the said L. Tilghman Hayden in the following manner, that is to say: that the sum of TWENTY FIVE DOLLARS (\$25.00) shall be repaid to the said L. Tilghman Hayden at the expiration of six, twelve, eighteen, twenty four and thirty months, respectively, after the date of this mortgage, with interest thereon in the meantime at the rate of six per centum per annum payable semi-annually from the date of this mortgage; and that the balance of THREE HUNDRED AND SEVENTY FIVE DOLLARS (\$375.00) shall be repaid to the said L. Tilghman Hayden at the expiration of thirty six months from the date of this mortgage, with interest thereon in the meantime at the rate of six per centum per annum 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 (\$500.00), and the interest to accrue thereon as aforesaid, and the prompt payment of the principal and interest at the respective times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said Charles Kilson and Caroline Kilson, his wife, do hereby grant and convey unto the said L. Tilghman Hayden, his heirs and assigns, in fee simple, the following described parcels of real estate, to wit:

PARCEL NUMBER ONE: All that lot or parcel of land situate, lying and being in the town of Centreville, in Queen Anne's County, State of Maryland, on the east side of Liberty Street, adjoining on the north side other property of the said Charles Kilson and on the south side the property of the Bethel African Methodist Episcopal Church, and being the same land which was conveyed unto the said Charles Kilson and Caroline Kilson, his wife, as tenants by the entireties, by James M. Corkran, et al., by deed bearing date the eighth day of September, nineteen hundred and fourteen, and recorded in Liber W.F.W. No. 6, folios 2, etc., a 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 particular description of said land;

PARCEL NUMBER TWO: All that lot or parcel of land situate, lying and being in the town of Centreville, in Queen Anne's County, State of Maryland, on the east side of Liberty Street, adjoining on the north side the property formerly owned by Alphonso H. Wright and on the south side the said property of the said Charles Kilson and Caroline Kilson, his wife, and being the same land which was conveyed unto the said Charles Kilson by Charles W. Pullett and Frances Pullett, his wife, by deed bearing date the seventh day of May, nineteen hundred and nineteen, and recorded in Liber J.F.R. No. 2, folios 249, etc., a 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 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 building and improvements thereon erected and being.

PROVIDED, that if the said Charles Kilson and Caroline Kilson, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said L. Tilghman Hayden, his 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 their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Charles Kilson and Caroline Kilson, his wife, their heirs and assigns, shall possess said property.

AND the said Charles Kilson and Caroline Kilson, 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 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 L. Tilghman Hayden his 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, 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 L. Tilghman Hayden, his executors, administrators or assigns, or J. FRANK HARPER and William R. Horney, of Queen Anne's County aforesaid, or either of them, his and their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Charles Kilson and Caroline Kilson, or the survivor of them of 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 L. Tilghman Hayden, his executors, administrators, or assigns, or J. FRANK HARPER and William R. Horney, or either of them, his and their said Attorneys, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Charles Kilson and Caroline Kilson, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS the hands and seals of the said Mortgagors:

TEST:

Bertha G. Durney

Charles Kilson (SEAL)
Caroline Kilson (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 twenty six, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, duly commissioned and qualified according to law, personally appeared Charles Kilson and Caroline Kilson, his wife, and each acknowledged the foregoing MORTGAGE to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
Public
Seal.

Bertha G. Durney
Notary Public.

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

I HEREBY CERTIFY that on this eleventh 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 aforesaid, duly commissioned and qualified according to law, personally appeared L. Tilghman Hayden, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing Mortgage is true and bona fide as therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
Public
Seal.

Bertha G. Durney
Notary Public.

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

For Value received, I, L. Tilghman Hayden, do hereby transfer and assign the within and foregoing mortgage unto William R. Horney, with interest from the 9th day of January, 1928, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal, this 16th day of May, 1933.

TEST:

L. H. Meredith

L. Tilghman Hayden (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 4, folios 510, 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 seventeenth day of May, in the year nineteen hundred and thirty three.

Place of
the Court
Seal.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND
Filed June 12, 1933.

Queen Anne's County, to wit: Be it remembered that on the twelfth day of June, in the year 1933, the following Bond was filed for record, to wit:-

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:: KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand dollars (\$1,000.00) current money of the United States of America, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, 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 twelfth day of June, in the year nineteen hundred and thirty three.

WHEREAS, a certain mortgage from Charles Kilson and Caroline Kilson, his wife, bearing date the 9th. day of January, 1926, and recorded in Liber B.H.T. No. 4, folios 610, was, by the said L. Tilghman Hayden, duly assigned unto the said William R. Horney, by assignment bearing date the 16th. day of May, 1933, 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 sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and the interest there on 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

Seal's
Place

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

William R. Horney (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed June 12th, 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 11, fol. 244, 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 12th day of June, in the year 1933.

Place of
Court Seal.

B. Hackett Turner, Clerk.

REPORT OF SALE
Filed June 13, 1933.

WILLIAM R. HORNEY, Assignee of Mortgage,
vs.

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

CHARLES KILSON, and
CAROLINE KILSON, his wife,
Mortgagors.

Cause No. 2954.

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 Charles Kilson and Caroline Kilson, his wife, to L. Tilghman Hayden, bearing date the 9th day of January, 1926, and recorded in Liber B.H.T. No. 4, folios 510, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by the said L. Tilghman Hayden, duly assigned to the said William R. Horney, by assignment bearing date the 16th day of May, 1933, 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 hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Queen Anne's 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 13th day of June, 1933, beginning 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 set forth, 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 the first parcel of land conveyed by said mortgage and described as follows, to wit: PARCEL NUMBER ONE: ALL that lot or parcel of land situate, lying and being in the town of Centreville, in Queen Anne's County, State of Maryland, on the east side of Liberty Street, adjoining on the north Parcel Number Two and on the south the property of the Bethel African Methodist Episcopal Church, and not receiving an adequate bid for the same withdrew it temporarily; he then and there next offered at public sale to the highest bidder the second parcel of land conveyed by said mortgage and described as follows, to wit: PARCEL NUMBER TWO: ALL that lot or parcel of land situate, lying and being in the town of Centreville, in Queen Anne's County, State of Maryland, on the east side of Liberty Street, adjoining on the north the property formerly owned by Alphonso H. Wright and on the south said Number One, and not receiving an adequate bid for the same withdrew it temporarily; he then and there next offered at public sale to the highest bidder both the first and second parcels of land conveyed by said mortgage as described above, and sold the said two parcels of land to L. Tilghman Hayden, of Queen Anne's County aforesaid, at and for the sum of Five Hundred and Five Dollars (\$505.00), he being then and there the highest bidder therefor at said sum. A certificate of the advertisement of sale in The Queen Anne's Record, a newspaper printed and published 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 possession would be given upon the final ratification of the sale by this Court; that the purchaser would receive all rent from said property from the day of sale; that the taxes for the year 1933, town, county and state, would be paid by the purchaser, and all taxes due and in arrears 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 L. Tilghman Hayden 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 before the final ratification of the sale by this Court, he, the said L. Tilghman Hayden, being the real owner of the aforesaid mortgage.

Respectfully submitted,

Wm. R. Horney,
Assignee of Mortgage.

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 three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

B. Hackett Turner
Clerk.

Filed June 13th, 1933.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed June 13, 1933.

ASSIGNEE'S SALE OF A
VALUABLE LOT AND DWELLING . .

Default having occurred in the mortgage from Charles Kilson and Caroline Kilson, his wife, to L. Tilghman Hayden, dated January 9th, 1926, and recorded in Liber B.H.T. No. 4, folios 510, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was assigned by the said L. Tilghman Hayden to William R. Horney by assignment dated May 16th, 1933, and recorded at the feet of said mortgage, the undersigned, assignee of said mortgage, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 13, 1933, beginning at the hour of 1:30 o'clock, P.M., the property conveyed by said mortgage consisting of two parcels of land described as follows:, to wit:

PARCEL NUMBER ONE: All that lot or parcel of land situate, lying and being in the town of Centreville, in Queen Anne's County, State of Maryland, on the east side of Liberty Street, adjoining on the north side other property of the said Charles Kilson and on the south side the property of the Bethel African Methodist Episcopal Church, and being the same land which was conveyed unto the said Charles Kilson and Caroline Kilson, his wife, as tenants by the entireties, by James M. Corkran, et al., by deed dated September 8th, 1914, and recorded in Liber W.F.W. No. 6, folios 2, etc.

PARCEL NUMBER TWO: All that lot or parcel of land situate, lying and being in the town of Centreville, in Queen Anne's County, State of Maryland, on the east side of Liberty Street, adjoining on the north side the property formerly owned by Alphonso H. Wright and on the south side the said property of the said Charles Kilson and Caroline Kilson, his wife, and being the same land which was conveyed unto the said Charles Kilson by Charles W. Pullett and wife by deed dated May 7th, 1919, and recorded in Liber J.F.R. No. 2, folios 249, etc.

The improvements consist of a dwelling in good condition.

TERMS OF SALE - 1/3 of the purchase price will be required on the day of sale, and the balance will be required in two equal installments, payable, respectively, in 6 and 12 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 on day of sale.

HARPER AND HORNEY, Attorneys.
J. Elmer Anthony, Auctioneer.

William R. Horney
Assignee of Mortgage.

THE QUEEN ANNE'S RECORD, Centreville, Maryland
June 13th, 1933.

The Queen Anne's Publishing Co., Inc., hereby certifies that the Assignee's Sale in the case of "William R. Horney, Assignee of Mortgage, vs. Charles Kilson and Caroline Kilson, his wife, Mortgagors" a true copy of which is hereto annexed, was inserted in The Queen Anne's Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 18th day of May, 1933, being more than twenty days before the 13th day of June, 1933.

"Exhibit A"
Filed June 13, 1933.

The Queen Anne's Publishing Co., Inc.
By Marie K. Gonnolly

NISI
filed June 13th. 1933

NISI

William R. Horney,
Assignee of Mortgage

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

vs.

Charles Kilson and
Caroline Kilson, his wife.

Chancery No. 2954.

ORDERED, This 13th day of June, A.D., 1933, 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 17th 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 17th day of July next.

The Report states the amount of sales to be \$505.00.

Filed June 13th. 1933.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT
Filed Aug. 22, 1933.

WILLIAM R. HORNEY,
ASSIGNEE OF MORTGAGE,
Vs.

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

CHARLES KILSON, and
CAROLINE KILSON, his wife,

Chancery Cause No. 2954.

STATEMENT OF MORTGAGE DEBT

Statement of principal mortgage debt, interest, taxes and fire insurance premiums owing as of the day of sale, under the mortgage from Charles Kilson and Caroline Kilson, his wife, to L. Tilghman Hayden, bearing date the 9th day of January, 1926, and recorded in Liber B.H.T. No. 4, folios 510, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned by the said L. Tilghman Hayden unto the said William R. Horney, by assignment bearing date the 16th day of May, 1933, and recorded at the feet of

Amount of the principal mortgage debt as evidenced by the original mortgage attached hereto, to wit: \$ 500.00

Amount of interest on said mortgage debt from January 11th, 1928, (the date to which it was last paid), to June 13th, 1933, (the date of the sale of the real estate made and reported in this cause), 162.67

Amounts paid by L. Tilghman Hayden, Mortgagee, for state and county taxes and for town taxes as evidenced by the original receipts therefor attached hereto, to wit:

Amount paid to F. Clayton Stevens, Treasurer, for balance of taxes for 1929,	\$ 6.33	
Amount paid to F. Clayton Stevens, Treasurer, for taxes for 1930,	19.00	
Amount paid to Anna Q. Skinner, Treasurer, for taxes for 1931,	<u>18.83</u>	\$44.16
Amount paid to Town Commissioners of Centreville for town taxes for 1932,	<u>15.40</u>	59.56

Amounts paid by L. Tilghman Hayden, Mortgagee, for fire insurance premiums for three years ending September 7th, 1933, to wit:

Amount paid L. Herman Meredith, Agent, for fire insurance premiums for the period of one year to September 7th, 1931,	\$ 2.50	
Ditto, for the period of one year to September 7th, 1932,	2.50	
Ditto, for the period of one year to September 7th, 1933,	<u>2.50</u>	7.50
From which is deducted the proportionate part of the last premium which will be paid by the purchaser of the real estate,	<u>.63</u>	<u>6.87</u>

Total amount of principal mortgage debt, interest, taxes and fire insurance premiums owing as of the said 13th day of June, 1933, \$ 729.10

STATE OF MARYLAND,

TO WIT:

QUEEN ANNE'S COUNTY,

I HEREBY CERTIFY that on this 22nd day of August, in the year nineteen hundred and thirty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

B. Hackett Turner
Clerk.

Filed Aug. 22nd. 1933.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed August 22, 1933.

NISI

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

William R. Horney, Assignee of Mortgage,
Vs.

Chancery No. 2954.

Charles Kilson and Caroline Kilson, his wife.

ORDERED, This 13th day of June, A.D., 1933, 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 17th 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 17th day of July next.

B. Hackett Turner, Clerk.

Filed June 13th, 1933. True Copy Test:

B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER, Centreville, Md.
August 22, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assn. vs., Charles Kilson and Caroline Kilson, his wife, Chancery No. 2954 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 15th day of June, 1933, being more than sixty days before the 17th day of August, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

Filed Aug. 22nd, 1933.

CERTIFICATE OF CLERK
Dated Aug. 22, 1933.

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 ratification of the sale made and reported in this cause.

B. Hackett Turner
Clerk.

Dated:- Aug. 22, 1933.

FINAL ORDER OF RATIFICATION
Filed August 22, 1933.

WILLIAM R. HORNEY, Assignee of Mortgage,
vs.

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

Charles Kilson and Caroline Kilson,
his wife, Mortgagors.

Cause No. 2954.

FINAL ORDER OF RATIFICATION

ORDERED, this 22nd day of August, 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 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 allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

Filed Aug. 22, 1933.

Thomas J. Keating

REPORT OF AUDITOR
Filed Oct. 7, 1933.

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

William R. Horney,
assignee of mortgage,

CAUSE No. 2954.

vs.
Charles Kilson,
Caroline Kilson, his wife,
mortgagors.

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause have been had for the collection of a mortgage debt by foreclosure of the mortgaged property and the proceedings show that the property has not produced enough to pay the mortgage debt in full.

That the auditor has stated the within account by first charging William R. Horney, who made the mortgage sale of the cause, with the gross amount of the sale made by him and then thereout allowing as follows:

Unto the said vendor his commissions for making the sale and the following expenses for which he exhibited to the auditor proper vouchers, to wit: The Court costs, the cost of his bond, the charges of the auctioneer for crying the sale, the cost of advertising the sale in the Queen Anne's Record, the cost of advertising the several orders nisi of the cause. Unto the auditor his fee for stating the account and then unto the said William R. Horney as assignee the proceeds of sale remaining after these allowances in part payment of his mortgage claim.

The auditor appends to the account another account showing the balance due by the mortgagors to the said assignee on the day of the sale after the application to the debt of the net proceeds of sale.

Which is respectfully submitted,
October 6, 1933.

Madison Brown
Auditor.

Cause No. 2954.

The proceeds of the sale of the mortgaged real estate of Charles Kilson and Caroline Kilson, his wife, in account with William R. Horney, assignee of the mortgage from the said Charles Kilson and Caroline Kilson, his wife, described in the proceedings of this cause and as such vendor executing the power of sale contained in said mortgage by the sale described in this cause.

1933
June
13

CR.

By amount of the gross sale of said mortgaged real estate per Report of Sale of said vendor filed herein, to wit: \$ 505.00

DR.

To William R. Horney, person making the sale mentioned, for his commissions for so doing per terms of mortgage the sum of	\$35.33	
To do., for the Court costs of this cause per statement of the Clerk exhibited as follows, to wit:		
Appear. fee of Harper & Horney,	\$10.00	
Costs of B.H.Turner, clerk,	18.75	28.75
To do., for the cost of his bond filed herein paid the corporate surety thereon per account for same with receipt thereon exhibited, the sum of		10.00
To do., for amount paid J. Elmer Anthony for crying the sale as auctioneer per his receipt for same exhibited, the sum of,		5.00
To do., for the cost of advertising the sale in the Queen Anne's Record per account for same exhibited, the sum of		28.50
To do., for the amount paid as the cost of advertising in the Centreville Observer the order nisi on sale and the order nisi to be passed as to this audit, per account for same with receipt thereon appears, to wit:		6.25
To Madison Brown, auditor, for stating this account the sum of		4.50
		<u>118.33</u>
To William R. Horney as the assignee of said mortgage this balance which is not sufficient to pay his mortgage debt in full, to wit: the sum of		386.67
		<u>\$ 505.00</u>
		\$ 505.00

STATEMENT OF DEBT

Charles Kilson and Caroline Kilson, his wife, (mortgagors,

to William R. Horney,

DR.

1933, June 13,	to total mortgage debt due this day (of sale) . . .	\$ 729.10
" " "	by amount applied thereto per above account . . .	<u>386.67</u>
" " "	to balance bearing interest from this date . . .	\$ 342.43

NISI RATIFICATION OF AUDIT
Filed Oct. 7th, 1933.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of mortgage

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

vs.

Charles Kilson, Caroline Kilson, his wife,
Mortgagors.

Case No. 2954.

ORDERED, This 7th day of October, in the year nineteen hundred and thirty three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of November, 1933; provided a copy of this order be published once a week in each of two successive weeks before the 27th day of October, 1933, in some newspaper printed and published in Queen Anne's County.

Filed Oct. 7th, 1933.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF AUDIT NISI
Filed Nov. 15, 1933.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of mortgage,

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

vs.

Charles Kilson and Caroline Kilson, his wife,
Mortgagors.

Case No. 2954.

ORDERED, This 7th day of October, in the year nineteen hundred and thirty three, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of November, 1933; provided a copy of this order be published once a week in each of two successive weeks before the 27th day of October, 1933, in some newspaper printed and published in Queen Anne's County.

Filed October 7th, 1933.

True Copy
Test:

B. Hackett Turner, Clerk.

B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER, Centreville, Md.
Nov. 15, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee, vs. Charles Kilson and Caroline Kilson, 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 two successive weeks the first publication thereof having been made in said newspaper on the 12th day of October, 1933, being more than two weeks before the 4th day of November, 1933.

Filed Nov. 15, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

FINAL RATIFICATION OF AUDIT
Filed Nov. 17th, 1933.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
Charles Kilson and Caroline Kilson,
his wife, Mortgagors.

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

Cause No. 2954.

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th day of November, 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 foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

Filed Nov. 17th, 1933.

Thomas J. Keating



Cause No. 2955.

QUEEN ANNE'S COUNTY, TO WIT: BE IT REMEMBERED that heretofore on the 23rd day of May, in the year 1933 the following Bond was filed for the purpose of foreclosure, to wit:

CERTIFIED COPY OF BOND
Filed May 23, 1933.

Queen Anne's County, to wit: Be it remembered that on the twenty third day of May, in the year 1933, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Oscar Clark, Principal and Lawrence B. Towers and Franceina W. Towers, as sureties, all of Caroline County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Seven 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 14th day of May, in the year nineteen hundred and thirty three.

WHEREAS, the above bounden Oscar Clark by virtue of the power contained in a mortgage from Susie E. Redden, John G. Redden and Elizabeth D. Redden his wife, to The Hughes Lumber and Coal Company, of Caroline County, a body corporate duly incorporated under the laws of the State of Maryland, bearing date the 25th. day of April, 1931, and recorded among the land records of Queen Anne's County, in Liber B.H.T. No. 12, folio 578 etc. and which said mortgage was assigned by the said The Hughes Lumber and Coal Company, a body corporate, to Oscar Clark, for collection, on the 10th day of May, 1933, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the covenants and conditions therein contained.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Oscar Clark do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity, in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law:

Signed, sealed and delivered in the presence of Russell W. Fluharty Witness as to all parties.	Oscar Clark (L.S.) Lawrence B. Towers (L.S.) Franceina W. Towers (L.S.)
---	---

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

State of Maryland, Caroline County, to wit:-

I hereby certify that if the foregoing Bond and sureties were offered in the Circuit Court for Caroline County, the same would be accepted and approved.

In testimony whereof, I hereunto set my hand and the seal of the Circuit Court for Caroline County affix, this 22nd. day of May, 1933.

T. Clayton Horsey.
Clerk of the Circuit Court for Caroline
County.

Seal's Place.

Security approved and Bond filed May 23rd. 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, folio 242, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd day of May, in the year 1933.

Place of
Court Seal.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE
Filed May 23, 1933.

#14,908 : : : : QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty seventh day of April, in the year nineteen hundred and thirty one, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this 25th day of April in the year of our Lord One thousand Nine Hundred and Thirty-One, by Susie R. Redden, John G. Redden, Single-man, Margaret Jane Redden, Single-woman, Layman J. Redden, Attorney-in-fact, Layman J. Redden and Elizabeth D. Redden, his wife, of Caroline County, State of Maryland.

WHEREAS, George T. Redden departed this life intestate and left to survive him his widow, the said Susie E. Redden, and the following children, John G. Redden, Margaret Jane Redden and Layman J. Redden; two other of his children, Marriott S. Redden and May Redden having died without issue, unmarried and intestate before the death of the said George T. Redden, leaving their mother, the said Susie E. Redden, as the only heir at law of them, the said deceased children; and upon the death of the said George T. Redden, the said Real estate became vested in and descended to these mortgagors in accordance with the various interests.

AND WHEREAS, we owe and are justly indebted unto The Hughes Lumber & Coal Company, of Caroline County, a body corporate duly incorporated under the laws of the State of Maryland, in the full and just sum of Three Thousand Five Hundred Dollars (\$3,500.00), to be repaid two years after date with interest thereon, payable semi-annually accounting from the date hereof; and to better secure the prompt payment of the said principal and all installments of interest thereon, when and as each shall become due and payable as aforesaid, this mortgage is executed.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the further sum of One Dollar, we, the said Susie E. Redden, John G. Redden, Margaret Jane Redden, Layman J. Redden, Attorney-in-fact, Layman J. Redden and Elizabeth D. Redden, his wife, do grant and convey unto The Hughes Lumber & Coal Company, of Caroline County, a body corporate duly incorporated under the laws of the State of Maryland, its successors and assigns, in fee simple:

ALL that piece or parcel of land described as follows, situate lying, and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, on the public road leading from Cecil's Saw Mill to Ruthsburg, adjoining the lands of George A. Dever, and commonly known as the "Moffett" farm, being part of "Relief Roe's Chance", and "Baynard's Pasture" and more particularly described as follows: Beginning at a large oak tree, the beginning of "Relief", and running thence north, 65 degrees east, 166 perches to the beginning of that part of the same tract of land sold by B.C.H. Massey et al to the Rev. Mr. Day; and thence north, 9 degrees west, 174 perches; thence south, 86 degrees and 30 minutes west, 118 perches and then north, 1 degree and 30 minutes west, 26 perches to the branch; then with the branch west, 18 perches; then south 64 degrees west, 18 perches; south 13 degrees and 30 minutes west, 11 perches; south 10 degrees and 45 minutes east, 24 perches; north, 42 degrees west, 15.4 perches; north, 24 degrees and 15 minutes west, 8 perches; north 14 degrees and 30 minutes west 14 perches; north 44 degrees and 30 minutes west, 4 perches; north, 16 degrees and 30 minutes west, 14 perches; north 23 degrees and 15 minutes west, 8 perches; north 49 degrees and 30 minutes west, 10 perches; north 44 degrees and 30 minutes west, 7 perches; north, 58 degrees and 30 minutes west, 18 perches; north 53 degrees west, 8 perches; north, 65 degrees and 30 minutes west, 7 perches; north 21 degrees and 45 minutes west, 7 perches; north 44 degrees west, 8 perches; thence south, 1 degree and 30 minutes east 154 perches to another branch; thence north 88 degrees west, 9 perches; south 1 degree east, 7 perches, south, 69 degrees east, 73 perches; south, 8 degrees east, 12 perches; south 14 degrees and 45 minutes east, 72 perches; south 88 degrees east, 10 perches; north 74 degrees and 30 minutes east, 16 perches; south, 33 degrees and 30 minutes east, 19 perches; south 53 degrees and 30 minutes east, 11 perches; north 22 degrees and 30 minutes east, 10 perches to the place of beginning and containing **THREE HUNDRED AND TWENTY-SIX ACRES ONE ROOD AND THIRTY-FIVE PERCHES OF LAND**, more or less. It being the same land conveyed to the said Lawrence B. Towers and James H. Nichols as tenants in common by J. Earl Clough and wife by deed dated the 20th day of April, 1907, recorded in Liber S.S. No. 3, folio 54 &c., one of the Land Record Books for Queen Anne's County. It being also the same land conveyed to the late George T. Redden by William B. Collison and Anna V. Collison, his wife, by deed dated the 2nd day of May, 1922 and of record in Liber J.F.G. No. 9, folio 29 &c., one of the Land Record Books for Queen Anne's County, Maryland. Plat for same is of record in Liber B.H.T. No. 9, folio 119 a Land Record Book for Queen Anne's County.

TOGETHER with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the land and premises above granted and conveyed unto and to the proper use and benefit of the said The Hughes Lumber & Coal Company, of Caroline County, a body corporate duly incorporated under the laws of the State of Maryland, its successors and assigns, forever, in fee simple.

PROVIDED, that if we shall cause to be paid the said principal and interest punctually at the time limited for the payment of the same as aforesaid, and perform all the covenants herein contained then this mortgage shall be void. And that until default we, may possess the property, and we covenant to pay, as they severally fall due, the said principal and all installments of interest hereby intended to be secured, all taxes that may be levied on the said property when the same shall become due and payable, all prior existing liens, and all costs and Attorneys commissions and charges incurred in the collection of the said principal and interest, or any part thereof; and to insure immediately and pending the existence of this mortgage to keep insured, the improvements on the said premises for the amount of at least their insurable value in some insurance company to be first approved by the Mortgagee, its successors or assigns, and to have the policy so framed and endorsed that the proceeds thereof shall be applied to the payment of the indebtedness aforesaid; but in case of default of any covenant herein, then the whole debt, principal, interest and costs hereby secured shall be immediately due and demandable, and the said Mortgagee, its successors or assigns, or Oscar Clark, its attorney, are hereby authorized to sell the said mortgaged property pursuant to law, and to convey the same to the purchaser upon the following terms, viz:- Cash on day of sale, or for cash and credit at the option of the person making the sale, and to apply the proceeds to the payment of, first all expenses, incident to such sale including compensation to the person selling, as to Trustees in Equity; and if settlement of the indebtedness hereunder, principal, interest and commissions aforesaid, be made after advertisement, or after filing bond or after docketing suit and before sale, then we covenant to pay one-half the said compensation reckoned on the amount due hereunder; Second, all money due hereunder; and Third, the balance to us or to whoever may be entitled to the same.

WITNESS the hand and seal of the said mortgagors.

TEST:

OSCAR CLARK

SUSIE E. REDDEN (SEAL)
 JOHN G. REDDEN (SEAL)
 MARGARET JANE REDDEN (SEAL)
 LAYMAN J. REDDEN (SEAL)
 Attorney in fact.
 LAYMAN J. REDDEN (SEAL)
 ELIZABETH D. REDDEN (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I hereby certify that on this 25th day of April, in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Susie E. Redden, John G. Redden, Margaret Jane Redden, Layman J. Redden, Attorney-in-fact, Laymand J. Redden and Elizabeth D. Redden, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed. And now at the same time also personally appeared before me, Lawrence B. Towners, President of The Hughes Lumber & Coal Company, of Caroline County, a body corporate duly incorporated under the laws of the State of Maryland, 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 President of The Hughes Lumber & Coal Company of Caroline County, and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial seal.

Notary
Public
Seal.

Oscar Clark
Notary Public.

Queen Anne's County, to wit:- Be it remembered that on the Twenty-third day of May, in the year nineteen hundred and thirty-three, the following assignment was brought to be recorded, to wit:-

For value received, The Hughes Lumber & Coal Company, of Caroline County, a body corporate, duly incorporated under the laws of the State of Maryland, hereby transfers and assigns the within and foregoing mortgage to Oscar Clark for collection.

In Witness Whereof, The said corporation has caused the hand of its President to be hereunto set and its corporate seal to be hereunto affixed and attested by its Secretary this 10th day of May, 1933.

Attest:
Charles H. Willis
Secretary
Seal's
Place.

The Hughes Lumber & Coal Company
by Lawrence B. Towers
President.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 12, folios 578, 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 third day of May, in the year nineteen hundred and thirty three.

Place of
Court Seal.

B. Hackett Turner, Clerk.

REPORT OF SALE
Filed June 14, 1933/

OSCAR CLARK, ASSIGNEE,

VS.

SUSIE REDDEN, et al.

In the Circuit Court for
Queen Anne's County
In Equity No. 2955.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Oscar Clark, Assignee, in the above entitled cause respectfully shows:

First: That on the 25th day of April in the year of our Lord One Thousand Nine Hundred and Thirty-three Susie E. Redden, John G. Redden, Mary J. Redden, Layman J. Redden, Attorney-in-fact, Layman J. Redden and Elizabeth D. Redden his wife, executed a deed of mortgage to The Hughes Lumber & Coal Co. and which said mortgage was duly assigned to Oscar Clark for collection, all of which will appear by certified copy of said mortgage herewith filed in the proceedings, which said mortgage conveyed the following described property:

ALL that piece or parcel of land described as follows, situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, on the public road leading from Cecil's Saw Mill to Ruthsburg, adjoining the lands of George A. Dever, and commonly known as the "Moffett" farm, being part of "Reliev Roe's Chance", and "Baynard's Pasture" and containing THREE HUNDRED AND TWENTY SIX ACRES ONE ROOD AND THIRTY FIVE PERCHES OF LAND, more or less. It being the same land conveyed to the said Lawrence B. Towers and James H. Nichols as tenants in common by J. Earl Clough and wife deed dated the 20th day of April, 1907, recorded in Liber S.S. No. 3, folio 54 &c., one of the Land Record Books for Queen Anne's County.

It being also the same land conveyed to the late George T. Redden by William B. Collison and Anna V. Collison, his wife, by deed dated the 2nd day of May, 1922 and of record in Liber J. F. G. No. 9 folio 29 &c., one of the Land Record Books for Queen Anne's County, Maryland. Plat for same is of record in Liber B.H.T. No. 9, folio 119 a Land Record Book for Queen Anne's County.

Second: That default occurred in the covenants and conditions in said mortgage contained on the part of the said mortgagors to be performed.

Third: That by virtue of the Power of sale vested in the undersigned assignee is said mortgage contained, I the said Oscar Clark did after giving more than 20 days notice of the time, place, manner and terms of said sale by advertisement inserted in the "Centreville Observer", a weekly newspaper printed and published in Queen Anne's County as will fully appear by a copy of said advertisement with printer's certificate thereto annexed, filed herewith as a part of this report and marked (Exhibit A. to the report of sales) and after having given bond to the State of Maryland in the penalty of Seven Thousand Dollars (\$7000) with security approved by the Clerk of the Circuit Court for Queen Anne's County aforesaid as will appear by a certified copy of said bond filed in these proceedings, did attend in front of the Court House door in the town of Centreville, Maryland on Tuesday, June 5, 1933 between the hours of one and three o'clock P.M. and did then and there offer and expose said property at public sale to the highest bidder and did sell the same to The Hughes Lumber & Coal Co., it being then and there the highest bidder at said sum. The Hughes Lumber & Coal Co. being the real owner of the mortgage under which assignee foreclosed, has not been required to pay any of the purchase money but your assignee believes that upon ratification of said sale by this Honorable Court the purchaser will comply with the terms thereof by payment of costs and expenses incident to these proceedings.

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

Respectfully submitted,

Oscar Clark.
Assignee.

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

I HEREBY CERTIFY that on this 14th day of June in the year 1933 before me a Clerk of the Circuit Court of Queen Anne's County, Maryland personally appeared Oscar Clark, Assignee and made oath in due form of law that the matters and things set forth in the within and aforesaid Report of Sales are true and bona fide as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made.

B. Hackett Turner
Clerk.

Filed June 14, 1933.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed June 14, 1933.

ASSIGNEE'S SALE OF
VALUABLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Susie E. Redden, John G. Redden, Margaret Jane Redden, Layman J. Redden, attorney-in-fact, Layman J. Redden and Elizabeth D. Redden, his wife to The Hughes Lumber & Coal Company, bearing date the 25th day of April, 1931, and duly recorded in Liber B.H.T. No. 12, folio 178, etc., one of the Mortgage Record Books for Queen Anne's County, Maryland, which said mortgage has been duly assigned to Oscar Clark for collection; default having been made in the covenants and conditions of said mortgage, the undersigned assignee will offer and expose at public sale on Tuesday, June 6, 1933 between the hours of one and three o'clock, P.M., in front of the Court House door, Centreville, Maryland, the following described real estate, to wit:

ALL that piece or parcel of land described as follows, situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, on the public road leading from Cecil's Saw Mill, to Ruthsburg, adjoining the lands of George A. Dever, and commonly known as the "Moffet" farm, being part of "Relief Roe's Chance", and "Baynard's Pasture" and containing THREE HUNDRED AND TWENTY SIX ACRES ONE ROOD AND THIRTY FIVE PERCHES OF LAND, more or less. It being the same land conveyed to the said Lawrence B. Towers and James H. Nichols as tenants in common by J. Earl Clough and wife deeded the 20th day of April, 1907, recorded in Liber S.S. No. 3, folio 54 &c., one of the Land Record Books for Queen Anne's County.

It being also the same land conveyed to the late George T. Redden by William B. Collison and Anna V. Collison, his wife, by deed dated the 2nd day of May 1922, and of record in Liber J.F.G. No. 9, folio 29, &c., one of the Land Record Books for Queen Anne's County, Maryland. Plat for same is of record in Liber B.H.T. No. 9, folio 119 a Land Record Book for Queen Anne's County.

IMPROVEMENTS

consist of a large dwelling, barn, stables and all other buildings necessary for the use of the farm, all in fair repair.

TERMS OF SALE

Terms of sale will be one-third cash on day of sale, balance in two equal installments of six and twelve months. Deferred payment, if any, to bear interest from day of sale and to be secured to the satisfaction of the undersigned Assignee. Title papers and revenue stamps at the expense of the purchaser.

Oscar Clark
Assignee

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER, Centreville, Md.,
June 14, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Oscar Clark, Assn., vs. Susie Redden, 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 11th day of May, 1933, being more than 20 days before the 6th day of June, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

Filed June 14, 1933.

NISI
Filed June 14th, 1933.

NISI

Oscar Clark, Assignee
vs.
Susie E. Redden, et al. Chancery No: 2955

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

ORDERED, This 14th day of June, A.D., 1933, that the sale of the real estate made and reported in this cause by Oscar Clark, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of July, next.

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

Filed June 14th, 1933.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Sept. 1st, 1933.

NISI

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

Oscar Clark, Assignee,
vs.
Susie E. Redden, et al.

Chancery No: 2955.

ORDERED, This 14th day of June, A.D., 1933, that the sale of the real estate made and reported in this cause by Oscar Clark, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of July next.

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

True Copy
Test:

B. Hackett Turner, Clerk.

B. Hackett Turner, Clerk.

Filed June 14th, 1933.

THE CENTREVILLE OBSERVER, Centreville, Md.
Sept. 1, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Oscar Clark, Assn. vs. Susie E. Redden, et al., Chancery No. 2955 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 15th day of June 1933, being more than sixty days before the 17th day of August, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

Filed Sept. 1st, 1933.

STATEMENT OF MORTGAGE DEBT
Filed Sept. 2, 1933.

Oscar Clark, Assignee,
vs.
Susie E. Redden, et al.

No. 2955 Chy.
In the Circuit Court For
Queen Anne's County.

STATEMENT

Amount of Mortgage dated April 25th, 1931, . . .	\$3500.00
Interest from October 25, 1932, 7 mos. and 11 days	<u>119.30</u>
Total amount due on day of sale . . .	\$3619.30

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

I hereby certify that on this 1st day of September, 1933, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Oscar Clark, Assignee, and made oath in due form of law that the above statement is true and correct as therein stated to the best of his knowledge and belief.

Filed September 1st, 1933.

B. Hackett Turner,
Clerk.

FINAL ORDER RATIFICATION
Filed Sept. 1, 1933.

ORDERED this first day of September, 1933 by the Circuit Court for Queen Anne's County in equity and by the authority thereof that the sale of the property mentioned in these proceedings made and reported by Oscar Clark, assignee be ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the previous order of this Court.

The Assignee is allowed the usual commissions and all expenses not personal when proper vouchers are filed with the auditor.

Filed Sept 1st, 1933.

Thomas J. Keating

REPORT OF AUDITOR
Filed Nov. 13, 1933.

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

Oscar Clark, Assignee

vs.

Cause No. 2955 Chancery

Susie E. Redden, et al.

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause were had for the collection of the mortgage debt due under the mortgage mentioned in this cause by sale of the mortgaged property under said mortgage and the proceeds of the sale are insufficient to pay the costs incident to the sale and the mortgage debt in full.

In the within account the auditor has charged Oscar Clark, assignee of the mortgage mentioned and the vendor thereunder making the sale of this cause, with the gross amount of the sale made and reported by him and then in said account your auditor has made the following distribution of the sale:

The said Oscar Clark has been allowed his commissions for making the sale in accordance with the terms of the mortgage, the Court costs of the suit, the cost of advertising the sale and the several orders nisi of the cause, the taxes levied against the mortgaged land so sold which were due and in arrears at the time of the sale, to wit: Taxes for year 1930, 1931 and 1932. The auditor has then allowed his fee and the balance remaining after these allowances is distributed unto the said Oscar Clark, assignee, on account of the amount due him as said assignee under the mortgage mentioned above.

The auditor has stated and filed herewith an account between the mortgagors and the said assignee showing the amount due by said mortgagors to said assignee under said mortgage after the application to the mortgage debt the amount distributed to said assignee by the account first mentioned.

Which is respectfully submitted,

Madison Brown
Auditor.

Cause No. 2955.

The proceeds of the sale of the mortgaged real estate of Susie E. Redden, John G. Redden, Margaret Jane Redden, Layman J. Redden, the mortgagors owning the land described in the mortgage mentioned in this cause, in account with Oscar Clark, assignee of said mortgage and the person selling the mortgaged property under said mortgage.

CR.

1933

June

5

By amount of the gross sale of this cause per Report of Sale filed June 14, 1933, to wit: the sum of \$2500.00

1933

June

5

DR.

To Oscar Clark, person making the sale, for his commissions for so doing per terms of said mortgage, the sum of \$145.00

To do., for the cost of advertising in the Centreville Observer,
Notice of the mortgaged sale, \$33.00
Order nisi on the sale 3.75
Order nisi to be passed as to this audit 6.00 42.75
per account for same exhibited.

To do., for the Court costs of this cause per Clerk's bill of costs as follows:
Appear. fee of Oscar Clark, 10.00
Costs of B.H. Turner, clerk, paid to him 18.75 28.75
(The bill of costs to be filed with this audit)

To do., for the State and County taxes levied against the mortgaged property and unpaid and in arrears at the time of the mortgaged sale as follows:
For year 1930 unpaid balance with interest of \$ 75.10
For year 1931, total tax with interest of 198.87
For year 1932, total tax with interest of 174.78
A total of \$448.75 448.75
per tax statements exhibited.

To Madison Brown, auditor, for stating this account 9.00
674.25

To Oscar Clark, assignee of mortgage, in part payment of the mortgage debt due him on day of sale, this balance, 1825.75
\$2500.00 \$2500.00

Madison Brown
Auditor

October 20, 1933.

Cause No. 2955.

The proceeds of the sale of the mortgaged real estate of Susie E. Redden, John G. Redden, Margaret Jane Redden, Layman J. Redden, the mortgagors owning the land described in the mortgage mentioned in this cause, in account with Oscar Clark, assignee of said mortgage and the person selling the mortgaged property under said mortgage.

STATEMENT OF DEBT.

Susie E. Redden, John G. Redden, Margaret Jane Redden and Layman J. Redden	
to	Oscar Clark, assignee, DR.
To amount of mortgage debt, principal and interest, due by them to the said assignee under mortgage dated April 25, 1931 given by them to the Hughes Lumber & Coal Company on June 5, 1933, the day of sale of this cause, per statement of mortgage debt filed September 2, 1933, to wit: the sum of	\$ 3619.30
Cr. By amount distributed to said assignee as of last mentioned date by the within and foregoing account, to wit: the sum of	<u>1825.75</u>
Dr. To balance due bearing interest from June 5, 1933,	\$ 1793.55

October 20, 1933. Madison Brown Auditor.

NISI RATIFICATION OF AUDIT Filed Nov. 13, 1933.

NISI RATIFICATION OF AUDIT

Oscar Clark, Assignee	In the Circuit Court
vs.	For Queen Anne's County
	In Equity.
Susie E. Redden, et al.	Case No. 2955.

ORDERED, THIS 13th day of November, in the year nineteen hundred and thirty three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of December, 1933; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of December, 1933 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed Nov. 13, 1933.

CERTIFICATE OF PUBLICATION OF AUDIT NISI Filed October 26, 1934.

NISI RATIFICATION OF AUDIT

In the Circuit Court for Queen Anne's County In Equity	
Oscar Clark, Assignee	
vs.	Case No. 2955
Susie E. Redden, et al.	

ORDERED, this 13th day of November, in the year nineteen hundred and thirty three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of December, 1933; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of December, 1933 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed Nov. 13, 1933. True Copy Test:

B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER, Centreville, Md. October 26, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Oscar Clark, Assignee vs. Susie E. Redden, 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 16th day of November, 1933, being more than two weeks before the first day of December, 1933.

The Centreville Observer Publishing Co. By Bertha G. Durney

Filed Oct. 26, 1934.

FINAL ORDER OF COURT RATIFYING AUDIT
Filed Oct. 26, 1934.

ORDER OF COURT

Ordered by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, on this 26th day of October in the year nineteen hundred and thirty four, that the within and aforegoing report and account of Madison Brown the auditor of this court, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although it appears that notice has been given in accordance with the order nisi heretofore passed in this cause in relation to said report and account.

Thomas J. Keating

Filed Oct. 26, 1934.

Cause No. 2957.

QUEEN ANNE'S COUNTY, TO WIT: BE IT REMEMBERED that heretofore on the 12th day of June, 1933 the following Bond was filed for the purpose of foreclosure, to wit:

CERTIFIED COPY OF BOND
Filed June 12, 1933.

Queen Anne's County, to wit; Be it remembered that on the twelfth day of June, in the year 1933, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, T. Alan Goldsborough, Charles Jarrell and H. P. Flowers, all of Caroline County and State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of thirty five hundred dollars (\$3500.) to be paid to the State of Maryland aforesaid, to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this 10th day of June, nineteen hundred and thirty three. WHEREAS, the above bounden T. Alan Goldsborough, by virtue of a power of sale contained in a mortgage from George H. Eaton and Mary E. Eaton, his wife, to The Hillsboro-Queen Anne Bank, a body corporate, bearing date the 15th. day of December, 1924, which said mortgage has an assignment on same to T. Alan Goldsborough, which mortgage and assignment are duly recorded in Liber B.H.T. No. 2, folio 572, one of the mortgage record books for Queen Anne's County, State of Maryland and WHEREAS, the said T. Alan Goldsborough, Assignee, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the covenants and conditions therein contained, NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden T. Alan Goldsborough shall well, truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

As witness the hands and seals of the said T. Alan Goldsborough Charles Jarrell and H. P. Flowers.

Signed, sealed and delivered
in the presence of
L. Marie Pierson
as to T. Alan Goldsborough
Naomi Holland
as to Charles Jarrell and
H.P.Flowers

T. Alan Goldsborough (SEAL)
Charles Jarrell (SEAL)
H. P. Flowers. (SEAL)

State of Maryland, Caroline County, to wit:-

I HEREBY CERTIFY, that if the foregoing Bond with the sureties thereon were offered in the Circuit Court for Caroline County, the same would be accepted and approved.

In Testimony whereof, I hereunto set my hand and the seal of the Circuit Court for Caroline County, affix this 12th day of June, A.D., 1933.

Seal's
Place.

T. Clayton Horsey
Clerk of the Circuit Court for Caroline
County, Md.

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed June 12th. 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, fol. 245 etc. a Bond record book for Queen Anne's County. In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 12th day of June, in the year 1933.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF MORTGAGE
Filed June 12, 1933.

#11,011. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixteenth day of December, in the year nineteen hundred and twenty four, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this 15th. day of December, Nineteen Hundred and Twenty-Four, by George H. Eaton and Mary E. Eaton, his wife, of Queen Anne, Talbot County, State of Maryland.

WITNESSETH, That whereas we owe THE HILLSBORO-QUEEN ANNE BANK, a body corporate, duly incorporated under the laws of the State of Maryland, the sum of Fifteen Hundred 00/100 (\$1500.) for which we have given to said Bank our promissory note for said amount of even date herewith and payable at its banking house at Hillsboro, Maryland, six months after date; and we did agree as a condition precedent, to further secure the payment of said note, and any and all renewal or renewals thereof, either for the whole or any part thereof (including a renewal of a renewal), which may be accepted by said Bank, by a first mortgage lien upon the property hereinafter mentioned as being hereby conveyed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, That for and in consideration of the premises and the further sum of one dollar, the said George H. Eaton and Mary E. Eaton, his wife, do hereby grant and convey unto the said THE HILLSBORO-QUEEN ANNE BANK, its successors and assigns in fee simple, ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne County, State of Maryland, on the east side of the public road leading from Queen Anne to Centreville and almost adjoining the town of Queen; it being a part of the farm formerly belonging to the said Norman C. Straughn but recently sold to Blaine Skinner, adjoining the lands of George Moore and is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at a stone on the east side of the aforesaid public road, said stone being on the division line between this, the said Norman C. Straughn farm and the George Moore farm and running with the eastern edge of the aforesaid public road north 27 degrees 45 minutes west, 8.6 rods to a stone planted along a telephone pole as it now stands; thence south 87 degrees 45 minutes east, 25.8 rods to a division fence between two fields on the said Norman C. Straughn farm; thence with said division fence south 1 degree 45 minutes west, 7.5 rods to a stone along the George Moore line; thence with the Moore line north 87 degrees 45 minutes west, 21.4 rods to the place of beginning, containing One Acre and Sixteen square perches of land, more or less. SAVE AND EXCEPT the Harry Moore outlet which is hereby reserved. This being the same land mentioned and described in a deed from Norman C. Straughn and wife to George H. Eaton and wife, bearing date of September 21, 1922, and recorded in Liber J.F.R. No. 9, Folio 466, one of the Land Record Books for Queen Anne County, Maryland.

PROVIDED that if we shall cause to be paid the said note and all renewal notes as aforesaid, punctually according to the tenor of said note, interest and principal, and perform all the covenants herein contained, then this mortgage shall be void.

And that until default we may possess said property, and we hereby covenant to pay as they severally fall due the said note and renewal or renewals thereof, as aforesaid, and interest hereby intended to be secured, all taxes that may be levied on the property when each shall become due and payable, and all costs and attorney's commissions and charges incurred in the collection of said note or notes or any part thereof.

And to insure immediately, and pending this mortgage, to keep insured the improvements on said premises to the amount of at least their insurable value in some insurance company to be first approved by the mortgagee, its successors or assigns, and to have the policy so framed and endorsed that the proceeds thereof shall be applied to the payment of the note or notes aforesaid, hereby secured. But in case of default of any covenant herein, then the whole debt intended to be hereby secured shall be immediately due and demandable, and the said mortgagee, its successors or assigns or T. Alan Goldsborough, their attorney, are hereby authorized to sell said hereby mortgaged property pursuant to law and convey the same to the purchaser and upon the following terms, viz; Cash on day of sale, or for cash and credit at the option of the person making the sale, the credit payments (if any) to bear interest from day of sale and be satisfactorily secured and to apply the proceeds to the payment of First, all prior liens then payable; Second, all expenses incident to such sale (including compensation to the person selling as to trustees in equity); and if settlement of the indebtedness hereunder, principal, interest and commissions as aforesaid, be made after advertisement or bond is filed and before sale, then we covenant to pay one-half of said compensation reckoned on the amount due hereunder; Third, all moneys owing on said note or notes as aforesaid, including attorney's commissions on said note or notes, and Fourth, the balance to us.

Witness the hands and seals of the said mortgagors.

TEST:
H.P.Flowers

George H. Eaton (SEAL)
Mary E. Eaton (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of December, Nineteen Hundred and Twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared George H. Eaton, and Mary Eaton, his wife, and acknowledged the foregoing mortgage to be their act; and now at the same time before me also personally appeared Howard P. Flowers, attorney and agent for the within named mortgage, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth; and also made oath as aforesaid that he is the duly authorized agent and attorney of the said mortgagee and duly authorized to make this affidavit.

As witness my hand and Notarial Seal of office this day and year first above written.

Notary
Public
Seal.

Louise Wilson
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the seventh day of June, in the year 1933, the following Assignment was brought to be recorded, to wit:-

For value received, The Hillsboro-Queen Anne Bank hereby transfers and assigns the within and foregoing mortgage to T. Alan Goldsborough.

As witness the corporate name of the said The Hillsboro-Queen Anne Bank, by Charles Jarrell, its President, and the corporate seal of the said The Hillsboro-Queen Anne Bank, attested by Howard P. Flowers, its Secretary, this 5th. day of June, 1933.

Seal's
Place.

The Hillsboro-Queen Anne Bank
By Charles Jarrell
President.

Attest:
Howard P. Flowers,
Secretary.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 2, folios 572, 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 twelfth day of June, in the year nineteen hundred and thirty three.

Place of
Court Seal.

B. Hackett Turner, Clerk.

REPORT OF SALE
Filed July 11, 1933.

T. ALAN GODDSBOROUGH, ASSIGNEE,

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

Vs.

GEORGE H. EATON, and
MARY E. EATON, his wife,

NO. GHY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of T. Alan Goldsborough, Assignee in the above entitled cause, respectfully shows:

(1) That on the 15th day of December, 1924, George H. Eaton and Mary E. Eaton, his wife, did execute a deed of mortgage to The Hillsboro-Queen Anne Bank, a body corporate, which said mortgage was duly assigned to T. Alan Goldsborough, for collection, all of which will appear by a certified copy of said mortgage and assignments heretofore filed in these proceedings.

(2) That default occurred in the covenants and conditions in the said mortgage contained, on the part of the said mortgagors to be performed.

(3) That by virtue of a power of sale vested in me; the undersigned assignee, in said mortgage contained, I, the said T. Alan Goldsborough, did, after having given more than twenty days notice of the time, place, manner and terms of said sale by advertisement inserted in the Centreville Observer and the Queen Anne's Record, weekly newspapers printed and published in Queen Anne's County, as will fully appear by a copy of said advertisement, with printer's certificates thereto annexed, filed herewith as part of this report and marked "Exhibit A to Report of Sale", and after having given personal bond to the State of Maryland in the penalty of THIRTY-FIVE HUNDRED DOLLARS (\$3500.00), with sureties approved by the Clerk of the Circuit Court for Queen Anne's County, as appears by certified copy of said bond filed in these proceedings, attend the said sale in front of the Court House door in the town of Centreville, Maryland, between the hours of 2 and 4 o'clock P.M. on Saturday, July 1, 1933, and did then and there proceed to sell the property mentioned in said proceedings, that is to say:-

ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne County, State of Maryland, on the east side of the public road leading from Queen Anne to Centreville and almost adjoining the town of Queen Anne; it being a part of the farm formerly belonging to the said Norman C. Straughn but recently sold to Blaine Skinner, adjoining the lands of George Moore and is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at a stone on the east side of the aforesaid public road, said stone being on the division line between this, the said Norman C. Straughn farm and the George Moore farm and running with the eastern edge of the aforesaid public road north 27 degrees 45 minutes west 8.6 rods to a stone planted along a telephone pole as it now stand; thence south 87 degrees 45 minutes east 25.8 rods to a division fence between two fields on the said Norman C. Straughn farm; thence with said division fence south 1 degree 45 minutes west 7.5 rods to a stone along the George Moore line; thence with the Moore line north 87 degrees 45 minutes west 21.4 rods to the place of beginning, containing ONE ACRE and SIXTEEN Square Perches of land, more or less, SAVE AND EXCEPT the Harry Moore outlet which is hereby reserved, This being the same land mentioned and described in a deed from Norman C. Straughn and wife to George H. Eaton and wife, bearing date of September 21, 1922 and recorded in Liber J.F.R. No. 9, Folio 466, one of the Land Record Books for Queen Anne County, Maryland.

And sold the same to The Hillsboro-Queen Anne Bank, a body corporate, it being then and there the highest bidder therefor, at and for the price and sum of Seventeen Hundred and Fifty Dollars (\$1750.00).

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

Respectfully submitted,

T. Alan Goldsborough
Assignee.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of July, Nineteen Hundred and Thirty-three, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared T. Alan Goldsborough, Assignee, and made oath in due form of law that the matters and things set forth in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Place of
Seal.

Mildred B. Butler
Notary Public.

CERTIFICATE OF ADVERTISEMENT OF SALE IN OBSERVER.
Filed July 11, 1933.

ASSIGNEE'S SALE
OF
REAL ESTATE

At the Edge of the Town of Queen Anne, Md.

Under and by virtue of power of sale contained in a mortgage from George H. Eaton and Mary E. Eaton his wife, to The Hillsboro-Queen Anne Bank, a body corporate, duly incorporated under the laws of the State of Maryland, bearing date the 15th day of December, 1924, and recorded in Liber B.H.T. No. 2 folio 572, one of the Land Record Books for Queen Anne's County, which said mortgage has been assigned to T. Alan Goldsborough, the undersigned assignee will offer and expose at public sale, to the highest bidder in front of the Court House door in the town of Centreville, Maryland, on Saturday, July 1, 1933 between the hours of 2 and 4 o'clock, P.M. the following described real estate:

ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the east side of the public road leading from Queen Anne to Centreville and almost adjoining the town of Queen Anne; it being a part of the farm formerly belonging to the said Norman C. Straughn but recently sold to Blaine Skinner, adjoining the lands of Geo. Moore and is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at a stone on the east side of the aforesaid public road, said stone being on the division line between this, the said Norman C. Straughn farm and the George Moore farm and running with the eastern edge of the aforesaid public road north 27 degrees 45 minutes west 8.6 rods to a stone planted along a telephone pole as it now stands; thence south 87 degrees 45 minutes east 25.8 rods to a division fence between two fields on the said Norman C. Straughn farm; thence with said division fence south 1 degree 45 minutes west 7.5 rods to a stone along the George Moore line; thence with the Moore line north 87 degrees 45 minutes west 21.4 rods to the place of beginning, containing ONE ACRE and SIXTEEN Square Perches of land, more or less, SAVE AND EXCEPT the Harry Moore outlet which is hereby reserved. This being the same land mentioned and described in a deed from Norman C. Straughn and wife to George H. Eaton and wife, bearing date of September 21, 1922 and recorded in Liber J.F.R. No. 9 Folio 466, one of the Land Record Book for Queen Anne's County, Maryland.

IMPROVEMENTS

The improvements consist of a 6 room house with electricity, and a wood shed, both in fair repair.

TERMS OF SALE.

One-third cash on day of sale, the balance to be paid in two equal installments in six and twelve months, respectively, deferred payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned, or all cash at the option of the purchaser. Title papers at expense of purchaser.

T. Alan Goldsborough,
Assignee

THE CENTREVILLE OBSERVER, Centreville, Md.
July 11, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale of Real Estate in the case of T. Alan Goldsborough, Assignee vs. George H. Eaton and Mary E. Eaton, 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 8th day of June, 1933, being more than twenty days before the first day of July, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney.

NISI
Filed July 11, 1933.

T. Alan Goldsborough, Assignee,
vs.
George H. Eaton, and
Mary E. Eaton, his wife.

NISI

In the Circuit Court
For Queen Anne's County
In Equity.
Chancery No. 2957.

ORDERED, This 11th. day of July, A.D., 1933, that the sale of the real estate made and reported in this cause by T. Alan Goldsborough, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of August, next.

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

Filed July 11th. 1933.

B. Hackett Turner, Clerk.

CERTIFICATE OF ADVERTISEMENT OF SALE IN QUEEN ANNE'S RECORD
Filed Aug. 4, 1933.

ASSIGNEE'S SALE
OF
REAL ESTATE

At the Edge of the Town of Queen Anne, Maryland.

Under and by virtue of power of sale contained in a mortgage from George H. Eaton and Mary E. Eaton, his wife, to The Hillsboro-Queen Anne Bank, a body corporate, duly incorporated under the laws of the State of Maryland, bearing the date the 15th day of December, 1924, and recorded in Liber B.H.T. No. 2 Folio 572, one of the Land Record Books for Queen Anne's County, which said mortgage has been assigned to T. Alan Goldsborough, the undersigned assignee will offer and expose at public sale to the highest bidder in front of the Court House door in the town of Centreville, Maryland, on Saturday, July 1, 1933 between the hours of 2 and 4 o'clock P.M., the following described real estate:

ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the east side of the public road leading from Queen Anne to Centreville and almost adjoining the town of Queen Anne; it being a part of the farm formerly belonging to the said Norman C. Straughn, but recently sold to Blaine Skinner, adjoining the lands of George Moore and is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at a stone on the east side of the aforesaid public road, said stone being on the division line between this, the said Norman C. Straughn farm and the George Moore farm and running with the eastern edge of the aforesaid public road north 27 degrees 45 minutes west 8.6 rods to a stone planted along a telephone pole as it now stands; thence south 87 degrees 45 minutes east 25.8 rods to a division fence between two fields on the said Norman C. Straughn farm; thence with said division fence south 1 degree 45 minutes west 7.5 rods to a stone along the George Moore line; thence with the Moore line north 87 degrees 45 minutes west 21.4 rods to the place of beginning, containing ONE ACRE AND SIXTEEN Square Perches of land, more or less, SAVE AND EXCEPT the Harry Moore outlet which is hereby reserved. This being the same land mentioned and described in a deed from Norman C. Straughn and wife to George H. Eaton and wife, bearing date of September 21, 1922 and recorded in Liber J.F.R. No. 9 Folio 466, one of the Land Record Books for Queen Anne's County, Maryland.

IMPROVEMENTS

The improvements consist of a 6 room house, with electricity, and a wood shed, both in fair repair.

TERMS OF SALE:- One-third cash on day of sale, the balance to be paid in two equal instalments in six and twelve months, respectively, deferred payments to bear interest from day of sale, and to be secured to the satisfaction of the undersigned, or all cash at the option of the purchaser. Title papers at expense of purchaser.

J. Elmer Anthony, Auctioneer.

T. Alan Goldsborough, Assignee.

THE QUEEN ANNE'S RECORD, CENTREVILLE, MARYLAND.
July 20, 1933.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Notice of Assignee's Sale in the case of George H. Eaton and Mary E. Eaton, to the Hillsboro-Queen Anne Bank, a true copy of which is hereto annexed, was inserted in The Queen Anne's Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for 4 successive weeks the first publication thereof having been made in said newspaper on the 8th day of June, 1933, being more than 4 weeks before the 1st day of July, 1933.

The Queen Anne's Publishing Co., Inc.
By R. H. Wilson

STATEMENT OF MORTGAGE DEBT
Filed October 20, 1933.

T. Alan Goldsborough, Assignee,
vs.
George H. Eaton and
Mary E. Eaton, his wife

In the Circuit Court for
Queen Anne's County
In Equity.
No. 2957 CHY.

STATEMENT OF MORTGAGE DEBT

Mortgage principal	\$1500.00
Interest from October 18, 1932 to July 1, 1933	63.25
Total	<u>\$1563.25</u>

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I Hereby Certify, That on this 19th day of October, nineteen hundred and thirty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared T. Alan Goldsborough, Assignee, and made oath in due form of law that the above statement is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Mildred B. Butler
Notary Public.

Place of
Seal.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed October 20, 1933.

T. Alan Goldsborough, Assignee
vs.
George H. Eaton and
Mary E. Eaton, his wife.

NISI

In the Circuit Court for
Queen Anne's County
In Equity.
Chancery No. 2957.

ORDERED, This 11th day of July, A.D., 1933, that the sale of the real estate made and reported in this cause by T. Alan Goldsborough, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of August next.

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

True Copy
Test:

B. Hackett Turner, Clerk.

B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER, CENTREVILLE, MD.
October 20, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of T. Alan Goldsborough, Assignee vs. George H. Eaton and Mary E. Eaton, 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 13th day of July, 1933, being more than sixty days before the 14th day of September, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

FINAL ORDER RATIFYING SALE
Filed Dec. 11, 1933.

ORDERED, this 9th day of December, 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 property mentioned in these proceedings, made and reported by T. Alan Goldsborough, Assignee, be ratified and confirmed, no cause to the contrary having been shown, although due public notice appears to have been given as required by previous order of this Court. The Assignee is allowed the usual commissions and all expenses, not personal, when proper vouchers are filed with the Auditor.
Filed Dec. 11th, 1933.

Thomas J. Keating

REPORT AND ACCOUNT OF AUDITOR
Filed May 28, 1934.

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

T. Alan Goldsborough, Assignee,

vs.

Cause No. 2957.

George H. Eaton,
Mary E. Eaton, his wife, mortgagors.

To the Honorable, the Judges of said Court:-

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

That the proceedings of this cause were instituted for the collection of a mortgage debt by the sale of the mortgaged property and the proceeds of the sale have not proved sufficient to pay the mortgage claim and the cost of the sale.

That the auditor has stated the within account by first charging the plaintiff as the vendor making the sale with the gross amount of sale made and reported by him and then by allowing thereout as follows:

Unto the said vendor his commissions for making the sale, the cost of advertising notices of sale and the several orders nisi of the cause, the charge of the auctioneer for crying the sale, taxes due upon the property at time of sale paid by him and the Court costs of the cause.

Unto the auditor his fee for stating the account.

Unto the said assignee the amount of the sale so charged to him less the allowances mentioned on account of his mortgage debt due on the day of sale.

The auditor has stated and appends below an account between the assignee and the mortgagors showing the balance due by the latter to the former after the sale.

Which is respectfully submitted,

Madison Brown
Auditor

STATEMENT OF DEBT.

George H. Eaton and Mary E. Eaton, to T. Alan Goldsborough, assignee DR.

1933
 July 1. To the amount of mortgage debt due by them to him on the day of sale of this cause under the covenant contained in the mortgage mentioned in this cause \$ 1,563.25

Cr. By the amount distributed to said assignee by within account, the sum of 1,416.52

Dr. To balance due bearing interest from July 1, 1933 \$ 146.73

May 26, 1934.

Madison Brown
 Auditor.

Cause No. 2957

The proceeds of the sale of the mortgaged real estate of George H. Eaton and Mary E. Eaton, his wife, the mortgagors making the mortgage mentioned in this cause, in account with T. Alan Goldsborough, assignee of said mortgage and as the vendor making the mortgaged sale of this cause under the power of sale contained in said mortgage.

1933 Cr.
 July 1 By the amount of the gross sale of said real estate per report of sale filed in this cause, to wit: the sum of \$ 1,750.00

1933 Dr.
 July 1 To Alan Goldsborough, the person making said sale, for his commissions for making the sale per terms of the mortgage, the sum of \$ 110.00

To do., for the cost of advertising the sale and the order nisi thereon in The Centreville Observer as per account for same with receipt thereon exhibited, to wit: 38.25

To do., for the cost of advertising the sale in The Queen Anne's Record per account for same with receipt thereon exhibited, to wit: 32.25

To do., for the amount paid J.E. Anthony, the auctioneer crying the sale for his services per his receipt exhibited, to wit: the sum of 5.00

To do., for the amounts paid to Anna Q. Skinner, treas., for State and County taxes due at time of sale upon the property sold
 for year 1931 \$57.13
 for year 1932 50.10
 per receipted statements exhibited \$ 107.23 107.23

To do., for the Court costs of this cause per statement of the Clerk as follows:
 Cost of B.H. Turner, Clerk, paid per receipt \$18.75
 Appearance fee of T. Alan Goldsborough 10.00 28.75

To do., for the cost of advertising the order nisi to be passed as to this account, the sum of 3.00

To Madison Brown, auditor, for stating this account, the sum of 9.00

To T. Alan Goldsborough, assignee, on account of his mortgage claim this balance which is not sufficient to pay same in full 1,416.52

\$1,750.00 \$1,750.00

May 26, 1934.

Madison Brown
 Auditor.

Filed May 28, 1934.

NISI RATIFICATION OF AUDIT
 Filed May 28, 1934.

NISI RATIFICATION OF AUDIT

T. Alan Goldsborough,
 Assignee,
 vs.
 George H. Eaton,
 Mary E. Eaton, his wife, Mortgagors.

In the Circuit Court for
 Queen Anne's County
 In Equity.
 Case No. 2957

ORDERED, This 28th day of May, in the year nineteen hundred and thirty four, that the report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd. day of June, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of June, 1934, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed May 28, 1934.

CERTIFICATE OF PUBLICATION OF NISI
RATIFICATION OF AUDIT
Filed June 26, 1934.

NISI RATIFICATION OF AUDIT

T. Alan Goldsborough, Assignee,
vs.
George H. Eaton, Mary E. Eaton, his wife,
Mortgagors.

In the Circuit Court for
Queen Anne's County
in Equity.
Case No. 2957.

ORDERED, this 28th day of May, in the year nineteen hundred and thirty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of June, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of June, 1934, in some newspaper printed and published in Queen Anne's County.

True Copy
Test:
Filed May 28, 1934.

B. Hackett Turner, Clerk.
B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER, Centreville, Md.
June 26, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of T. Alan Goldsborough, Assn., vs. George H. Eaton, Mary E. Eaton, 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 two successive weeks the first publication thereof having been made in said newspaper on the 31st day of May, 1934, being more than two weeks before the 16th day of June, 1934.

The Centreville Observer Publishing Co.
By Bertha G. Durney

FINAL ORDER RATIFYING REPORT OF AUDITOR
Filed July 5, 1934.

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

T. Alan Goldsborough, Assignee,

vs.

Cause No. 2957.

George H. Eaton,
Mary E. Eaton, his wife.

It is on this 30th day of June, in the year nineteen hundred and thirty-four by the Circuit Court for Queen Anne's County, in Equity, ordered that the report and account of the auditor above set forth be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi heretofore passed in this cause in relation to said report and account and T. Alan Goldsborough, Assignee and Vendor of the cause, is ordered to distribute the proceeds of sale in accordance with said report with a due proportion of interest received and to be received on the credit sales to his commissions and to the mortgage claim.

Filed July 5, 1934.

Thomas J. Keating

Cause No. 2958.

QUEEN ANNE'S COUNTY, TO WIT: BE IT REMEMBERED that heretofore on the 6th day of July in the year 1933 the following order to docket suit was filed for record, to wit:

ORDER TO DOCKET SUIT
Filed July 6th, 1933.

B. Hackett Turner, Esq.,
Clerk of the Circuit Court
Centreville, Maryland.

July 5, 1933.

Dear Sir:

Fred R. Owens, Assignee for Collection
vs.
Lydia Brown

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

Please docket the above entitled cause and file bond.

Fred R. Owens
Attorney for Assignee.

CERTIFIED COPY OF BOND
FILED July 6, 1933.

Queen Anne's County, to wit: Be it remembered that on the sixth day of July, in the year 1933, the following Bond was filed for record, to wit:-

Fidelity and Deposit Company of Maryland, BALTIMORE

KNOW ALL MEN BY THESE PRESENTS, that we, Fred R. Owens, Denton, Maryland, as Principal and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One thousand (\$1000.00) dollars to be paid to the said State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this fifth day of July, in the year of our Lord nineteen hundred and thirty three.

WHEREAS, the above bounden Fred R. Owens by virtue of the power contained in a mortgage from Lydia Brown to Robert B. Dixon and afterwards assigned to Fred R. Owens for collection, bearing date the thirtieth day of June, 1915, and recorded among the mortgage records of Queen Anne's County in Liber W.F.W. No. 7, folio 274 &c. and whereas, the said Fred R. Owens, assignee is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Fred R. Owens do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In testimony whereof the above bounden Fred R. Owens has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its attorney-in-fact the day and year first herein above written.

Signed, sealed and delivered
in the presence of
Mary Emily Alberger
As to Surety:
By M.L. Mattingly.
Attest:

J.G. Yost
Assistant Secretary

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

Fidelity and Deposit Company of Maryland
By E.R. Nuttle
Vice President.

I hereby certify that the above is a correct and true copy of the original Power of Attorney.
July 1st. 1933.

Seal's Place.

Fidelity and Deposit Company of Maryland.
J.G. Yost
Assistant Secretary. (Seal)

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed July 6th. 1933.

B. Hackett Turner, Clerk.

Clerk's Note: At the bottom of the foregoing Bond and attached thereto was a Power of Attorney, authorizing E. V. Shockley, to act as atty-in-fact for the Fidelity and Deposit Co. of Md.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, fol. 247, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 6th day of July, in the year 1933.

Place of
Court Seal.

B. Hackett Turner
Clerk.

CERTIFIED COPY OF MORTGAGE
Filed July 6, 1933.

#2002. : : : : : QUEEN ANNE'S COUNTY, to wit: be it remembered that on the second day of July in the year nineteen hundred and fifteen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this thirtieth day of June, in the year nineteen hundred and fifteen, by Lydia Brown of Queen Anne's County, in the State of Maryland.

WHEREAS, Joseph Brown and his wife the said Lydia Brown, by their deed of Mortgage bearing date the first day of October, in the year one thousand eight hundred and ninety two conveyed to Mary E. Barcus the lands and premises herein-after described to secure the payment of the sum of Eight Hundred Dollars, the same being for balance of purchase money for said land and premises, with interest on said sum of money payable annually on the first day of October in each year, and said Mortgage was duly assigned by the said Mary E. Barcus to Robert B. Dixon of Talbot County in the State of Maryland, as will appear by reference to Liber W. D. No. 7, folio 496, one of the Land Record Books of Queen Anne's County.

AND WHEREAS since the execution of the Mortgage and the assignment in form and manner aforesaid the said Joseph Brown departed this life having first made his last will and testament in and by which the said Mortgaged premises were devised to the said Lydia Brown.

And WHEREAS there is an omission of the granting clause in said Mortgage and for the purpose of correcting and confirming said Mortgage and the assignment made thereunder to the said Robert B. Dixon these presents are executed.

NOW THIS MORTGAGE WITNESSETH that in consideration of the premises and the sum of one dollar the said Lydia Brown does hereby grant and convey unto the Robert B. Dixon, his heirs and assigns, All and Singular that lot and house and premises, situate, lying and being in the sixth election district of Queen Anne's County in the State of Maryland in the village of Queen Anne's and described as follows, to wit:- Beginning at the north west corner of the Annie Lee's Lot, thence north thirty one and one half degrees east fifty feet, thence south fifty eight and one half degrees east, one hundred and seventeen feet, thence south twenty seven degrees east thirty feet, thence south thirty and one-half degrees west thirty three feet, thence north fifty eight and one half degrees west one hundred and forty feet to the place of beginning be the quantity therein contained what it may, more or less.

BEING the same property which was conveyed to the said Joseph Brown by deed from Mary E. Barcus and husband bearing date the first day of October, in the year one thousand eight hundred and ninety two and recorded among the Land Record Books of Queen Anne's County.

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

To HAVE and To HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Robert B. Dixon, his heirs and assigns forever.

PROVIDED, that if the said Lydia Brown, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eight Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that until default be made in the premises, the Lydia Brown her heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public due and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Lydia Brown, for herself, her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Robert B. Dixon, his personal representatives or assigns, or J. FRANK TURNER, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, and such other notice as by the said Mortgagee, his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: first, to the payment of all expenses incident to such sale, including a fee of Ten Dollars and a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, her personal representatives, or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for herself, her personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the Mortgage indebtedness, principal and

interest, equal to one-half the percentage allowed as commissions to Trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County, in Equity, which said expenses, costs and commission the said Mortgagor for herself, her heirs, personal representatives and assigns to hereby covenant to pay and the said Mortgagee, his personal representatives or assigns, or J. FRANK TURNER, their said Attorney shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with, unless, prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the said Lydia Brown, for herself, her personal representatives and assigns, does further covenant to insure and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

Witness the hand and seal of the said Mortgagor.

Test: Stephen P. Jump

LYDIA BROWN (SEAL

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 30th day of June, in the year nineteen hundred and fifteen, before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Lydia Brown, the Mortgagor named in the foregoing Mortgage and acknowledged the foregoing Mortgage to be her act. At the same time also appeared, 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.

STEPHEN P. JUMP
Justice of Peace.

STATE OF MARYLAND

TALBOT COUNTY, to wit:

I hereby certify that on this thirtieth day of June in the year one thousand nine hundred and fifteen, personally appeared before me Notary Public of the State of Maryland, in and for Talbot County, Robert B. Dixon, and made affirmation in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year aforesaid.

Notary
Seal
Public

ELMA FLEMING
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the seventh day of October, in the year 1921; the following assignment was brought to be recorded to wit:

We, the undersigned, James Dixon, William A. Dixon and J. Kemp Bartlett, Executors of the last will and testament of Robert B. Dixon, deceased, hereby for value received, assign the within mortgage to James Dixon, Substituted Trustee for Sally S. Brian, under the last will and testament of I, Davis Clark, late of Talbot County, Maryland, deceased.

Witness our hands and seals this 5th day of October, 1921.

Witness as to James Dixon W. Lester Ball James Dixon (SEAL)
Witness as to WM.A.Dixon Wm.H.Norris WM.A.Dixon (SEAL)
Witness as to J. Kemp Bartlett J. Kemp Bartlett (SEAL)
B.M.Lassance Executors of Robert B. Dixon.

Queen Anne's County, to wit: Be it remembered that on the 28th day of June, in the year 1933, the following assignments were brought to be recorded, to wit:

For value received, I hereby assign the within and foregoing mortgage to James F. Clark for one-half, Lenora G. Chaffinch-attorney in fact for one fourth and Lenora G. Chaffinch for one fourth, the amount due hereon being Eight Hundred Dollars, with interest thereon from October 1st. 1931. Witness my hand and seal this 5th day of June 1933.

Witness: Alfred C. Tharp James Dixon, Trustee. (SEAL)
Mrs. Sallie S. Brian

For value received we hereby assign the within mortgage to Fred R. Owens for collection.

As witness our hands and seals this 21st day of June, 1933.

Test: Dorsey M. Williams James F. Clark (SEAL)
Test: J. Roland Chaffinch Lenora G. Chaffinch (SEAL)
Attorney-in-fact.
Test: J. Roland Chaffinch Lenore G. Chaffinch (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W. No. 7, folios 274, 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 Sixth day of July, in the year nineteen hundred and thirty three.
Place of Court Seal. B. Hackett Turner, Clerk.

FRED R. OWENS, Assignee for Collection

In the Circuit Court for
Queen Anne's County.

vs.

LYDIA BROWN

In Equity No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That Lydia Brown executed and delivered to Robert B. Dixon a mortgage bearing date the 30th day of June, nineteen hundred and fifteen, and recorded in Liber W. F. W. No. 7, Folio 274, one of the land records for Queen Anne's County, which said mortgage has been duly assigned by Mesne assignments to Fred R. Owens for collection, as will fully appear by reference to certified copy of said mortgage filed in these proceedings as part hereof and marked Exhibit A.

2. That after default had occurred in the covenants and conditions of said mortgage and after having given bond with security for the faithful performance of his trust and after having complied with all the other prerequisites as prescribed by law and the said mortgage and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer, a weekly newspaper printed and published in Queen Anne County for more than three weeks before the day of sale, as will fully appear by copy of said advertisement with printer's certificate filed herewith as part hereof and marked Exhibit B.

3. That your Assignee did, pursuant to said notice, attend in front of the store of G. L. Jump Hardware and Implement Company, in Queen Anne, Queen Anne's County, Maryland, on Saturday, July 22nd, 1933, 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 offered at public sale to the highest bidder the property mentioned in the said proceedings and described as follows:

ALL and singular that lot and house and premises situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, in the village of Queen Anne's, and described as follows, to wit: BEGINNING at the north-west corner of Mrs. Annie Lee's lot, thence north thirty-one and one-half degrees, east fifty feet; thence south fifty-eight and one-half degrees, east one hundred and seventeen feet; thence south twenty-seven degrees, east thirty feet; thence south thirty and one-half degrees, west thirty-three feet; thence north fifty-eight and one-half degrees, west one hundred and forty feet to the place of beginning, be the quantity therein contained what it may, more or less. Being the same property which was conveyed to the said Joseph Brown by deed from Mary E. Barcus and husband, bearing date the first day of October, in the year one thousand eight hundred and ninety-two, and recorded among the land record books of Queen Anne's County.

4. That your Assignee sold the above described property to Lenore G. Chaffinch of Caroline County, State of Maryland, for the sum of Two hundred Twenty-five Dollars (\$1025.00), she being at that price the highest bidder therefor.

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

Fred R. Owens
Assignee for Collection

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I hereby certify that on this 29th day of July, in the year nineteen hundred and thirty three, 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 contained in the above report of sale are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Martha E. Beck
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed July 31, 1933.

ASSIGNEE'S SALE
OF
HOUSE AND LOT
in Queen Anne, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Lydia Brown to Robert B. Dixon, dated June 30, 1915 and recorded in Liber W.F.W. No. 7, folio 274, one of the land records for Queen Anne's County, which said mortgage has been duly assigned by mesne assignments to Fred R. Owens for collection, default having occurred in the covenants contained in the said mortgage on the part of the mortgagor to be performed and kept, the undersigned as Assignee as aforesaid will sell the mortgaged real estate in front of the store of G. L. Jump Hardware and Implement Company, in Queen Anne, Queen Anne's County, Maryland on Saturday, July 22, 1933, between the hours of 2 and 4 o'clock, P.M.,

ALL and singular that lot and house and premises situate lying and being in the sixth election district of Queen Anne's County in the State of Maryland in the village of Queen Anne's and described as follows to wit: Beginning at the north west corner of Mrs. Annie Lee's lot, thence north thirty one and one half degrees, east fifty feet; thence south fifty eight and one half degrees, east thirty feet; thence south thirty and one half degrees, west thirty three feet; thence north fifty eight and one half degrees, west one hundred and forty feet to the place of beginning, be the quantity therein contained what it may, more or less. Being the same property which was conveyed to the said Joseph Brown by deed from Mary E. Barcus and husband, bearing date the first day of October, in the year one thousand eight hundred and ninety two, and recorded among the Land Record Books of Queen Anne's County.

IMPROVEMENTS

Improved by a two-story 7 room frame dwelling house, located at the corner of Railroad Avenue and Main Street in the town of Queen Anne, also outbuilding. This property is well located and would make a most desirable home and also could be made into a business place on the lot adjoining said house.

TERMS OF SALE

One-half of purchase money will be required in cash 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 to the satisfaction of the undersigned; or all cash at the option of the purchaser. Title papers and revenue stamps at the expense of the purchaser.

James Temple, Auctioneer.

Fred R. Owens
Assignee for Collection.

THE CENTREVILLE OBSERVER, Centreville, Md.,
Aug. 1st, 1933

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of Fred R. Owens, Assignee vs. Lydia Brown, 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 29th day of June, 1933, being more than twenty days before the twenty second day of July, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

Filed July 31, 1933.

NISI
Filed July 31, 1933.

Fred R. Owens, Assignee for collection vs. Lydia Brown
NISI
In the Circuit Court for Queen Anne's County In Equity.
Chancery No. 2958.

ORDERED, This 31st day of July, A.D., 1933, that the sale of the real estate made and reported in this cause by Fred R. Owens, Assignee for collection, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of September, next.

The Report states the amount of sales to be \$1025.00.

Filed July 31, 1933. B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT
Filed July 31, 1933.

Fred R. Owens, Assignee for collection vs. Lydia Brown
In the Circuit Court for Queen Anne's County.
In Equity. No.

MORTGAGE STATEMENT.

Amount of mortgage principal	\$ 800.00
Interest from Oct. 1, 1931 to July 22, 1933,	87.73
Total.	<u>\$ 887.73</u>

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I hereby certify that on this 28th day of July in the year nineteen hundred and thirty three, before me the subscriber, a Notary Public, of the State of Maryland in and for Caroline County aforesaid, personally appeared Lenora S. Chaffinch, one of the within named assignees of said mortgage, and made oath in due form of law that the above statement is true to the best of her knowledge and belief.

WITNESS my hand and notarial seal.

Notary Public .
Seal.

Hilda C. Fowler
Notary Public.

CERTIFICATE OF ADVERTISEMENT OF ORDER NISI
Filed Nov. 29, 1933.

Fred R. Owens, Assignee for Collection vs. Lydia Brown
NISI
In the Circuit Court for Queen Anne's County, In Equity.
Chancery No. 2958.

ORDERED, This 31st day of July, A.D., 1933, that the sale of the real estate made and reported in this cause by Fred R. Owens, Assignee for Collection, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of September, next.
The Report states the amount of sales to be \$1,025.00

B. Hackett Turner, Clerk.

True Copy
Test:

B. Hackett Turner, Clerk.

Filed July 31, 1933.

THE CENTREVILLE OBSERVER, Centreville, Md.,
Nov. 29th, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Fred R. Owens, Assn., vs. Lydia Brown, 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 3d. day of August, 1933, being more than twenty days before the 4th day of Sept. 1933.

Filed Nov. 29, 1933. THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G. Durney

FINAL ORDER RATIFYING SALE
Filed Dec. 15, 1933.

Fred R. Owens, Assignee for Collection

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

vs.

Lydia Brown.

ORDERED, this 15th day of December, nineteen hundred and thirty-three, by the Circuit Court for Caroline County, in equity, and by the authority thereof, that the sale made and reported by Fred R. Owens, Assignee in the above entitled cause, be and the same is hereby 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 nisi passed in said cause. And the Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

Thomas J. Keating

Filed Dec. 16th, 1933.

CERTIFIED COPY OF PETITION OF James Dixon, et al.,
EXECUTORS OF ROBERT B. DIXON, DECEASED
Filed Dec. 16, 1933.

In the matter of the Estate of
Robert B. Dixon, deceased.

In the Orphans' Court for
Talbot County.

To the Honorable, the Judges of said Court:

The petition of James Dixon, William A. Dixon and J. Kemp Bartlett, executors of the estate of Robert B. Dixon, respectfully represents;

That on the 30th day of June, 1915 Lydia Brown executed and delivered to Robert B. Dixon a mortgage for eight hundred dollars bearing date the 30th day of June, 1915 and recorded in Liber W.F.W. No. 7, folio 274, one of the Land Records for Queen Anne's County.

That your petitioners did on the fifth day of October 1921 assign said mortgage to James Dixon substitute Trustee of Sallie S. Bryan without having obtained from this Honorable Court an order authorizing and empowering them to make said assignment.

Your petitioners therefore pray:

That an order may be passed by this Honorable Court ratifying and confirming said assignment as of the fifth day of October 1921.

And for such other and further relief as their case may require.

And as in duty bound, etc.

James Dixon
William A. Dixon
J. Kemp Bartlett
Executors of the Estate of Robert B. Dixon,
deceased.

In the matter of the Estate of
Robert B. Dixon, deceased.

In the Orphans' Court for
Talbot County.

After consideration of the above petition, it is thereupon ordered this 12th day of December, 1933 by the Orphans' Court for Talbot County that the assignment made by James Dixon, William A. Dixon and J. Kemp Bartlett, executors of the estate of Robert B. Dixon to James Dixon substitute Trustee of Sallie S. Bryan on the 5th day of October 1921 the mortgage for eight hundred dollars from Lydia Brown to Robert B. Dixon dated the 30th day of June, 1915 and recorded in Liber W.F.W. No. 7, folio 274, one of the land Records for Queen Anne's County, be and the same is hereby ratified and confirmed as of the fifth day of October, 1921.

F. T. Lowe
T. J. Slaughter
T. M. Jenkins

THE STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I, James A. Spence, Register of Wills, do hereby certify that the within and foregoing is a true and perfect copy of the Petition and Order filed in re estate of Robert B. Dixon, deceased, relative to the assignment of Lydia Brown Mortgage (for \$800.00) to James Dixon, substitute Trustee of Sallie S. Bryan, which Order was passed by the Orphans' Court of Talbot County this day.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and Office this 12th day of December, A.D., 1933.

Place of
Court
Seal.

James A. Spence
Register of Wills.

To do., for the cost of his bond filed herein to be paid to the corporate surety thereon per account for same, exhibited to auditor, the sum of . . . . .	.10.00
To Madiosn Brwon, auditor, for stating this account, the sum of	9.00
To Fred R. Owens on account of his mortgage claim due on day of sale, this balance	807.40
	\$1025.00 \$1025.00

Madison Brown
Auditor.

Cause No. 2958

The proceeds of the sale of the mortgaged real estate of Lydia Brown, the party making the mortgage described in this cause, in account with Fred R. Owen, the assignee of said mortgage and the part making the sale described in this cause under the power of sale contained in said mortgage.

STATEMENT OF DEBT.

Lydia Brown, the party making the mortgage mentioned above, in account with Fred R. Owen, the assignee of said mortgage.

Dr. To Amount of the mortgage debt, principal and interest, due by said Lydia Brown under said mortgage on July 22, 1933, the day of the sale of this cause, per statement filed in this cause July 31, 1933, to wit: the sum of	\$887.73
Cr. By amount distributed to said assignee by preceding account of this audit on account of said mortgage claim and as of said day of sale, to wit: the sum of	<u>807.40</u>
Dr. To balance due by said mortgagor with interest from July 22, 1933. . . .	\$80.33

Auditor

NISI RATIFICATION OF AUDIT

Fred R. Owen, assignee for Collection	|	IN THE CIRCUIT COURT
vs.	|	FOR QUEEN ANNE'S COUNTY
Lydia Brown, Mortgagor	|	IN EQUITY
	|	CASE NO. 2958

ORDERED, This 28th day of January 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 contrary thereof be shown on or before the 23rd, day of February 1925; provided a copy of this order be published once a week in each of two successive weeks before the 15th day of February 1935 in some newspaper printed and published in Queen Anne's County.

William H. Carter Clerk

Filed January 28th, 1935.

Cause No. 2959

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that heretofore on the 7th day of July, in the year 1933 the following order to docket suit was filed for record, to wit:

ORDER TO DOCKET SUIT
Filed July 7, 1933.

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

Dear Hackett:

Re: T. Alan Goldsborough, Assignee
vs.
C. Marion Covey and Susie C.
Covey, his wife.

Kindly docket suit as above indicated, and file a certified copy of the inclosed mortgage and assignment, to-gether with bond herewith inclosed.

With kind regards, I am

Very sincerely yours,

T. Alan Goldsborough.

CERTIFIED COPY OF BOND
Filed July 7, 1933.

Queen Anne's County, to wit: Be it remembered that on the seventh day of July, in the year 1933, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, T. Alan Goldsborough, Charles Jarrell and Henry E. Morgan, all of Caroline County and State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of fourteen thousand dollars (\$14000.00) to be paid to the State of Maryland aforesaid, to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns in the whole and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of June, nineteen hundred and thirty three.

WHEREAS, the above bounden T. Alan Goldsborough, by virtue of a power of sale contained in a mortgage from C. Marion Covey and Susie C. Covey, his wife, to The Hillsboro-Queen Anne Bank, a body corporate, bearing date the 17th day of February, 1927, which said mortgage has an assignment on same to T. Alan Goldsborough, which mortgage and assignment are duly recorded in Liber B.H.T. No. 6, folio 347, one of the mortgage record books for Queen Anne's County, State of Maryland, and

WHEREAS, the said T. Alan Goldsborough, assignee, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the covenants and conditions therein contained.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden T. Alan Goldsborough shall well, truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

As witness the hands and seals of the said T. Alan Goldsborough, Charles Jarrell and Henry E. Morgan.

Signed, sealed and delivered in
the presence of

Mildred B. Butler
as to T. Alan Goldsborough
F. E. Fleming as to Charles
Jarrell and Henry E. Morgan

T. Alan Goldsborough (SEAL)
Charles Jarrell (SEAL)
Henry E. Morgan (SEAL)

State of Maryland, Caroline County, to wit:

I hereby certify that if the foregoing Bond, with the sureties thereon were offered in the Circuit Court for Caroline County, the same would be accepted and approved.

In testimony whereof I hereunto set me hand and the seal of the Circuit Court for Caroline County affix this 5th day of July, A.D., 1933.

Seal's
Place.

T. Clayton Horsey
Clerk of the Circuit Court for Caroline
County, Maryland.

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed July, 7th. 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, fol. 248, 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 July, in the year 1933.

Place of
Court
Seal.

B. Hackett Turner, Clerk.

this mortgage to keep insured the improvements on said real estate against loss by fire to the amount of the full insurable value thereof, in some company or companies to be approved by the party of the second part, and to have the policy or policies of insurance so framed or endorsed that the proceeds thereof in case of loss shall be applied to the payment of this mortgage and to deliver on demand the said policy or policies unto the party of the second part, its successors or assigns.

And the said C. Marion Covey, for himself, his heirs, executors, administrators or assigns does further covenant to and with the said party of the second part, its successors and assigns, that no timber nor trees standing on the farm above described shall be cut or felled during the existence of this mortgage except such as may be necessary for fire-wood for use of said farm and for repair material for use thereof, and that no act nor thing shall be done whereby the mortgaged property may be depreciated or lessened in value.

But in case of default in the payment of said debt or in the payment of any note secured hereby, or in any part of either, or in any covenant or condition of this mortgage, then the debt and notes hereby intended to be secured whether due or not shall be due and demandable and the party of the second part, its successors and assigns, or Madison Brown, of Queen Anne's County aforesaid, attorney at law, are hereby authorized and empowered to sell the mortgaged real estate above conveyed after having first given twenty days previous notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Queen Anne's County aforesaid, (with authority to the party making the sale to give such other notice of sale as he may deem expedient), for cash, or for cash and credit, at the option of the party making the sale, the credit payments, if any, to bear interest from the day of sale, and to be secured by the notes of the purchaser with surety or sureties thereon to meet the approval of the party making the sale, and to apply the proceeds of sale to the payment of first, all expenses incident to the sale, including compensation to the person making the sale equal to that allowed to trustees selling real estate under decrees of the Circuit Court for Queen Anne's County in Equity; second, to the payment of all money, debt and note or notes owing hereunder or secured hereby whether the same shall have then matured or not; third, to pay the balance to the said C. Marion Covey or to the party entitled thereto.

AND it hereby agreed that after default shall have been made in the terms of this mortgage and after proper suit for the foreclosure of this mortgage under the power of sale above set out shall have been docketed, the party of the second part, its successors and assigns, and the said Madison Brown, shall not be required to receive and accept the principal debt and interest then due under this mortgage in satisfaction thereof unless the tender of the said indebtedness by accompanied by the payment of all expenses incurred under said suit, including costs of advertisement, court and bond costs and other expenses properly incurred, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one half of the commissions allowed to trustees selling real estate under the decrees of the court above mentioned, which said costs, expenses and commissions the parties of the first part, for themselves and each of them, their and each of their heirs, executors, administrators and assigns hereby covenant to pay.

IN TESTIMONY WHEREOF the parties of the first part do hereunto affix their names and seals day and year above written.

Test:

H. E. Morgan

C. MARION COVEY (SEAL)

SUSIE C. COVEY (SEAL)

State of Maryland, Talbot County, to wit:

I hereby certify that on this 17th day of February in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland in and for Talbot County aforesaid, personally appeared C. Marion Covey and Susie C. Covey, his wife, and each did acknowledge the foregoing mortgage to be their respective act; and that at the same time also appeared before me, the undersigned Notary Public and H. P. Flowers, Cashier of The Hillsboro-Queen Anne Bank of Maryland, a corporation and the within named mortgagee, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth and that he is the Cashier of the said corporation mortgagee and that said mortgagee is a corporation duly incorporated under the laws of the State of Maryland.

Notary Public
Seal.

H. E. Morgan
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the Seventh day of July, in the year nineteen hundred and thirty-three, the following Assignment was brought to be recorded, to wit:-

For value received, the within and foregoing mortgage is hereby assigned to T. Alan Goldsborough.

AS WITNESS the corporate name of The Hillsboro-Queen Anne Bank, by Henry E. Morgan, its Vice President, and the corporate seal of the said The Hillsboro-Queen Anne Bank, attested by Howard P. Flowers, its Secretary, this 28th day of June, 1933.

Corporate Seal's
Place.

THE HILLSBORO-QUEEN ANNE BANK
By Henry E. Morgan
Vice President.

TEST:

Howard P. Flowers
Secretary.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 6, folios 347, 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 Seventh day of July, in the year nineteen hundred and thirty three.

Place of
Court Seal.

B. Hackett Turner, Clerk.

REPORT OF SALE
Filed Sept. 20, 1933.

T. Alan Goldsborough, Assignee,

In the Circuit Court

vs.

for

C. Marion Covey, and Susie C. Covey,
his wife,

Queen Anne's County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of T. Alan Goldsborough, assignee in the above entitled cause, respectfully shows:

(1) That on the 17th day of February, 1927, C. Marion Covey and Susie C. Covey, his wife, did execute a deed of mortgage to The Hillsboro-Queen Anne Bank of Maryland, a corporation duly incorporated under the laws of the State of Maryland, which said mortgage was duly assigned to T. Alan Goldsborough, all of which will appear by a certified copy of said mortgage and a certified copy of said assignment heretofore filed in these proceedings.

(2) That default occurred in the covenants and conditions of said mortgage contained, on the part of said mortgagors to be performed.

(3) That by virtue of a power of sale vested in me, the undersigned assignee, in said mortgage contained, I, the said T. Alan Goldsborough, did, after having given more than twenty days' notice of the time, place, manner and terms of said sale by advertisement inserted in the Queen Anne's Record and the Centreville Observer, weekly newspapers printed and published in Queen Anne's County, as will fully appear by a copy of said advertisement with printer's certificate thereto annexed, filed herewith as a part of this report and marked "Exhibit A to the Report of Sale", and after having given bond to the State of Maryland in the penalty of Fourteen Thousand Dollars (\$14,000.00) with security approved by the Clerk of the Circuit Court for Queen Anne's County, as appears by certified copy of said bond filed in these proceedings, attend in front of the Court House door in the town of Centreville, Maryland, between the hours of 2 and 4 o'clock P.M. on Tuesday, July 25, 1933; and did then and there proceed to sell the property mentioned in said proceedings that is to say:-

First:- ALL that farm or tract of land called or known as "The Josiah Covey Farm", "The C. Marion Covey Farm", "Shore Ditch Enlarged", or by any other name or names the same may be called or known, situate, lying and being on both sides of the public road leading from the Hillsboro-Queen Anne-Wye Mills Road to Old Wye Camp Ground, adjoining the land of Charles I. Boyle, that of Frank Adams and those of others, and containing two hundred fifty acres of land, more or less; being the same land granted unto one Josiah Covey hereinafter mentioned by John W. Tarman and Laura Tarman, his wife, by deed dated January 17, 1883, and recorded in Liber S.C.D. No. 2, Folio 351, land record; said Josiah Covey died seized and possessed of the above described land under said deed to him and he did devise the same by his last will and testament dated February 25, 1905, duly probated and of record in Liber R.W.T. No. 2 Fol. 87, will record, unto his two sons, said C. Marion Covey and one George Harman Covey, the said C. Marion Covey having acquired under the deed to him from said George Harman Covey dated April 23, 1907, and recorded in Liber S.S. No. 3 fol. 28, land record, the part of said land so devised unto the said George Harman Covey.

And sold the same to Charles I. Boyle, he being then and there the highest bidder therefor, at and for the price and sum of FOUR THOUSAND DOLLARS (\$4,000.00).

Second:- ALL that lot of land improved by frame dwelling house called or known as "The C. Marion Covey Residential Property" situate, lying and being on Railroad Avenue in the village of Queen Anne in the Sixth Election District of Queen Anne's County aforesaid, adjoining on one side the property of D. M. See and on another side the property of Francis Chance, and being described by metes and bounds, courses and distances in the deed to the said Josiah Covey from Sarah J. Barton and Francis P. Barton dated February 25, 1898, and recorded in Liber W.H.C. No. 8 folio 177, land record, said Josiah Covey died seized and possessed of the above described land under said deed to him and he did devise the same by his last will and testament dated February 25, 1905, duly probated and of record in Liber R.W.T. No 2 fol. 87, will record, unto his two sons, said C. Marion Covey and one George Harman Covey, the said C. Marion Covey having acquired under the deed to him from said George Harman Covey dated April 23, 1907, and recorded in Liber S.S. No. 3, fol. 28, land record, the part of said land so devised unto the said George Harman Covey.

And sold the same to Charles M. Covey, he being then and there the highest bidder therefore, at and for the price and sum of FIFTEEN HUNDRED DOLLARS (\$1,500.00).

Your assignee further reports that the terms of sale will be complied with upon the ratification of said sale.

Respectfully submitted,

T. Alan Goldsborough
Assignee.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of September, nineteen hundred and thirty three, before me, the subscriber a Notary Public of the State of Maryland in and for Caroline County, personally appeared T. Alan Goldsborough, Assignee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Mildred B. Butler
Notary Public

Place of

CERTIFICATE OF PUBLICATION OF SALE IN OBSERVER
Filed Sept. 20th, 1933

ASSIGNEE'S SALE
of
VALUABLE FARM
and
TOWN PROPERTY

Under and by virtue of power of sale contained in a mortgage from C. Marion Covey and Susie C. Covey, his wife, to The Hillsboro-Queen Anne Bank of Maryland, a corporation duly incorporated under the laws of State of Maryland, bearing date the 17th day of February, nineteen hundred and twenty seven, and recorded in Liber B.H.T. No. 6, Folio 347, a Land Record Book for Queen Anne's County, which said mortgage has been assigned to T. Alan Goldsborough, the undersigned assignee will offer and expose at public sale to the highest bidder in front of the Court House door in the town of Centreville, Md., on Tuesday, July 25, 1933 between the hours of 2 and 4 o'clock P.M. the following described real estate:

FIRST:- ALL that farm or tract of land called or known as "The Josiah Covey Farm", "The C. Marion Covey Farm", "Shore Ditch Enlarged", or by any other name or names the same may be called or known, situate, lying and being on both sides of the public road leading from the Hillsboro-Queen Anne-Wye Mills Road to Old Wye Camp Ground, adjoining the land of Charles I. Boyle, that of Frank Adams and those of others, and containing two hundred fifty acres of land, more or less; being the same land granted unto one Josiah Covey hereinafter mentioned by John W. Tarman and Laura Tarman, his wife, by deed dated January 17, 1883, and recorded in Liber S.C.D. No. 2, Folio 351, land record.

THE IMPROVEMENTS CONSIST of a large 2 story house, granary and implement shed, all in good condition.

SECOND- ALL that lot of land improved by a frame dwelling house called or known as "The C. Marion Covey Residential Property" situate, lying and being on Railroad Avenue in the village of Queen Anne in the Sixth Election District of Queen Anne's County aforesaid, adjoining on one side the property of D.M. See and on another side the property of Frances Chance, and being described by metes and bounds, courses and distances in the deed to the said Josiah Covey from Sarah J. Barton and Francis T. Barton dated February 25, 1898, and recorded in Liber W.H.C. No. 8, Folio 177, land record.

THE IMPROVEMENTS CONSIST of a 2 story house, with modern conveniences, and garage, both in good shape.

For further description: said Josiah Covey dies seized and possessed of the above described land under said deeds to him and he did devise the same by his last will and testament dated February 25, 1905, duly probated and of record in Liber R.W.T. No. 2, Folio 87, will record, unto his two sons, said C. Marion Covey and one George Harman Covey, the said C. Marion Covey having acquired under the deed to him from said Geo. Harman Covey dated April 23, 1907, and recorded in Liber S.S. No. 3, Folio 28, land record, the part of said land so devised unto the said George Harman Covey.

Note: the land record books above mentioned are those of Queen Anne's County aforesaid and the will record book above mentioned is also of said county.

TERMS OF SALE: One-third cash on day of sale, the balance to be paid in two equal installments in six and twelve months, respectively, deferred payments to bear interest from day of sale, and to be secured to the satisfaction of the undersigned, or all cash at the option of the purchasers. Title papers at the expense of purchasers.

J. Elmer Anthony, Auctioneer.

T. Alan Goldsborough
Assignee.

THE CENTREVILLE OBSERVER, Centreville, Md.
Sept. 20, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of T. Alan Goldsborough vs. C. Marion Covey and Susie C. Covey, a true copy of which is hereby annexed, was inserted in The Centreville, 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 29th day of June, 1933, being more than twenty days before the 25th day of July, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G. Durney

"NOTE: The foregoing Advertisement of Sale was also published in the Queen Anne's Record and was filed in this Cause Sept. 21, 1933"

NISI
Filed Sept. 20, 1933.

NISI

T. Alan Goldsborough, Assignee,

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

vs.

C. Marion Covey and Susie C.
Covey, his wife.

Chancery No. 2959.

ORDERED, this 20th day of September, A.D., 1933, that the sale of the real estate made and reported in this cause by T. Alan Goldsborough, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of October, next;

The Report states the amount of sales to be \$5500.00.

Filed September 20, 1933.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT
 Filed Nov. 28, 1933.

T. Alan Goldsborough, Assignee,
 vs.

In the Circuit Court
 For Queen Anne's County.

C. Marion Covey and Susie C. Covey,
 his wife.

CHY. No. 2959.

STATEMENT

Note dated January 17, 1931 on six months, with int. (which note is secured by mortgage dated Feb. 17, 1927 and of record in Liber B.H.T. No. 6, Folio 247, a Mortgage Record Book for Queen Anne's County)

Interest from 1/17/31 to 7/25/33 (day of sale)	\$ 6500.00 983.67
Total	\$ 7483.67

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 27th day of November, nineteen hundred and thirty three, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared T. Alan Goldsborough, Assignee, and made oath in due form of law that the above statement is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Mildred B. Butler
 Notary Public.

Place of
 Notary Seal.

CERTIFICATE OF PUBLICATION OF ORDER NISI
 Filed Nov. 28, 1933.

NISI

T. Alan Goldsborough, Assignee
 vs.
 C. Marion Covey and Susie C. Covey,
 his wife.

In the Circuit Court for
 Queen Anne's County
 In Equity:
 Chancery No. 2959.

ORDERED, This 20th day of September, A.D., 1933, that the sale of the real estate made and reported in this cause by T. Alan Goldsborough, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of October next.

The Report states the amount of sales to be \$5,500.00.

B. Hackett Turner, Clerk.

True Copy
 Test:.

B. Hackett Turner, Clerk.

Filed September 20, 1933.

THE CENTREVILLE OBSERVER, Centreville Md.,
 Nov. 28, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order nisi in the case of T. Alan Goldsborough vs. C. Marion Covey and Susie C. Covey, 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 14 day of September, 1933, being more than sixty days before the 22nd day of November, 1933.

The Centreville Observer Publishing Co.
 By Bertha G. Durney

Filed Nov. 28, 1933.

PETITION FOR SUBSTITUTION OF NAMES OF PURCHASERS
 Filed December 1st, 1933.

T. Alan Goldsborough, Assignee,
 vs.

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

C. Marion Covey, and Susie C. Covey,
 his wife.

Cause No. 2959.

To the Honorable, the Judges of said Court:

The petition of Charles I. Boyle and of Margaret E. Boyle, his wife, unto Your Honors respectfully sets forth:

1. That as will appear by reference to Report of Sales filed in the above entitled cause the said Charles I. Boyle became the purchaser at and for the sum of four thousand dollars (\$4000.00) of the tract of land described in said Report of Sales as the "Josiah Covey Farm"; "The C. Marion Covey Farm".
2. That your petitioners who are husband and wife desire to own said property so sold as above stated to Charles I. Boyle as tenants by entiteties and to have the Honorable T. Alan Goldsborough, the party making the sale mentioned, convey the property unto them, your petitioners, as tenants by entiteties.
3. That your petitioners to accomplish that end desire to be substituted as tenants by the entiteties as purchasers of said property so that upon the full payment

of the purchase money named in said petition the said vendor so making the sale of the said "Josiah Covey Farm" can convey said property unto your petitioners as tenants by the entireties.

Your petitioners therefore pray Your Honors to pass an order substituting them as tenants by the entireties as purchasers of said "Josiah Covey Farm" in the proceedings of this cause and directing the said vendor upon the full payment of said purchase money by them unto him to convey said property unto your purchasers in the manner stated in the same manner and as fully as if your petitioners had been purchasers of said "Josiah Covey Farm" at the sale mentioned in said Report of Sales instead of the said Charles I. Boyle alone.

Which is respectfully submitted,

Charles I. Boyle
Margaret E. Boyle
Husband and Wife Petitioners.

To the Honorable, the Judges of said Court:

I, T. Alan Goldsborough, assignee and plaintiff named in the above entitled cause, the vendor making the sale of the "Josiah Covey Farm" mentioned in the Report of Sales filed above unto Charles I. Boyle for the sum of four thousand dollars as set forth in said Report of Sales, having read the above petition do hereby agree that this Honorable Court shall pass its order substituting the said Charles I. Boyle and Margaret E. Boyle, his wife, as tenants by the entireties as purchasers in these proceedings of the said "Josiah Covey Farm" sold at the sale of this cause unto the said Charles I. Boyle alone for four thousand dollars as set forth in said Report of Sales.

T. Alan Goldsborough
Assignee and Plaintiff and Vendor making
the sale above mentioned.

Filed December 1st, 1933.

T. Alan Goldsborough, Assignee,
vs.
C. Marion Covey and Susie C. Covey,
his wife.

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

Cause No. 2959.

ORDER OF COURT

The foregoing Petition of Charles I. Boyle and Margaret E. Boyle, his wife, and the consent thereto annexed of T. Alan Goldsborough, assignee, the plaintiff in the above entitled cause and the vendor making the sales reported in this cause, have been read and considered.

It is thereupon on this first day of December, in the year nineteen hundred and thirty three by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ORDERED that the petitioners, Charles I. Boyle and Margaret E. Boyle, his wife, be and they are hereby substituted as tenants by the entireties in these proceedings as purchasers of the farm or tract of land described in the Report of Sales filed in the above entitled cause by the name of the "Josiah Covey Farm" in the place and stead of the said Charles I. Boyle who alone reported in said Report of Sales as the purchaser of said farm at and for the sum of four thousand dollars.

And it is further ordered by this Court that T. Alan Goldsborough, assignee and plaintiff, and the vendor making the sales set forth in said Report of Sales by and he is hereby authorized, empowered and directed upon the payment unto him by said petitioners of the purchase money for which the said "Josiah Covey Farm" was sold unto said Charles I. Boyle with all interest thereon, to grant and convey said "Josiah Covey Farm" unto the said Charles I. Boyle and Margaret E. Boyle, his wife, their heirs and assigns forever, as tenants by the entireties, in the same manner and as fully and effectually as if they, the said Charles I. Boyle and Margaret E. Boyle, his wife, had been the purchasers at the sale described in said Report of Sales of the farm therein called "The Josiah Covey Farm" instead of the said Charles I. Boyle alone.

Thomas J. Keating

Filed December 1st, 1933.

FINAL ORDER RATIFYING SALE
Filed December 1, 1933.

ORDERED this first day of December, 1933; by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, that the sale of the property mentioned in these proceedings, made and reported by T. Alan Goldsborough, assignee, be ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by a previous order of this Court. The Assignee is allowed the usual commissions and all expenses, not personal, when proper vouchers are filed with the auditor.

Filed December 1st, 1933.

Thomas J. Keating

REPORT AND ACCOUNT OF AUDITOR
Filed May 28, 1934.

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

T. Alan Goldsborough, Assignee,

vs.

Cause No. 2959.

C. Marion Covey and Susie C. Covey,
his wife.

To the Honorable, the Judges of said Court:-

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

That the within account has been stated by the auditor and in the same the plaintiff of the cause as the vendor making the sales reported in the cause is charged with the gross amount of the sales made by him and thereout the following allowances are made:

Unto the vendor his commissions per terms of the mortgage for making the sales, the cost of advertising the sales, the order nisi on the sales, the charges of the auctioneer for crying the sales, the Court costs of the cause and the taxes due upon the mortgaged property at the time of the sales in accordance with the vouchers of the vendor exhibited to the auditor and the cost of the order nisi to be passed as to this audit.

Unto the auditor his fee for stating the account.

Unto the assignee of the mortgage the proceeds of sales so charged less the allowances above mentioned on account of the mortgage debt due on the day of sale, the balance so awarded to him the net proceeds of sales of the cause and in amount insufficient to pay the mortgage debt due on the day of sale.

The auditor has stated and attaches to his account a statement showing the amount of money due by the mortgagor to the assignee after the sales and after the allowance to the mortgage debt of the net proceeds of sales.

Which is respectfully submitted,

Madison Brown
Auditor

Cause No. 2959

The proceeds of the sale of the mortgaged real estate sold in this cause of C. Marion Covey in account with T. Alan Goldsborough, assignee of the mortgage mentioned in this cause and vendor selling said real estate under the power of sale contained in said mortgage.

Cr.

1933
July
25 By amount of the gross sale of said real estate per report of sale filed in this cause, to wit: the sum of \$ 5,500.00

Dr.

1933
July
25 To T. Alan Goldsborough, the party making the sale, for his commissions for so doing per terms of the mortgage, the sum of \$ 265.00

To do., for the cost of advertising the sale in The Centreville Observer; per account for same with receipt thereon exhibited, to wit: the sum of 42.00

To do., for the cost of advertising the sale in The Queen Anne Record, per account for same with receipt thereon exhibited, to wit: the sum of 39.00

To do., for the cost of advertising the order nisi passed on the sale in The Centreville Observer as per account for same with receipt thereon exhibited, to wit: the sum of . . 12.00

To do., for the amount paid J.E. Anthony as the auctioneer selling said property as per his account for same with receipt thereon exhibited, the sum of 30.00

To do., for the Court costs of this cause per statement of the Clerk as follows:
Cost of B.H. Turner, clerk, paid per receipt \$18.75
Appear, fee of T. Alan Goldsborough 10.00 28.75

To do., for the amount paid to Anna Q. Skinner, treas., for State and County taxes on farm sold
for year 1931, the sum of \$ 142.41
for year 1932, the sum of 125.91
per receipted statements exhibited . . . \$ 268.32-268.32

To do., for the amount paid to Anna Q. Skinner, treas., for taxes on town property sold
for year 1931, the sum of \$ 28.00
for year 1932, the sum of 25.13
per receipted statements exhibited . . . \$ 53.13 53.13

To do., for the cost of advertising the order nisi to be passed as to this account, the sum of \$ 3.00

To Madison Brown, auditor, for stating this account, the sum of 9.00

To T. Alan Goldsborough, assignee of mortgage, this balance on account of his mortgage claim, to wit: the sum of 4,749.80

5,500.00 \$5,500.00

May 26, 1934.

Madison Brown
Auditor.

Cause No. 2959

T. Marion Covey, the mortgagor of this cause,

to
T. Alan Goldsborough,
as assignee DR.

1933
July
25

To amount due this date, the day of the sale of this cause, by said C. Marion Covey as the mortgagor executing the mortgage of this cause given by him to the Hillsboro-Queen Anne Bank of Maryland and by said Bank assigned to T. Alan Goldsborough dated February 17, 1927, as principal and interest, per statement filed in this cause, the sum of \$ 7,483.67

Cr. By net proceeds of the sale of this cause per afore-going audit or account distributed to said assignee on account of this mortgage debt, to wit: the sum of 4,749.80

Dr. To balance due by said mortgagor under his covenant contained in said mortgage to pay the mortgage debt, the sum of \$ 2,733.87

May 26, 1934.

Madison Brown
Auditor.

Filed May 28, 1934.

NISI RATIFICATION OF AUDIT
Filed May 28, 1934.

NISI RATIFICATION OF AUDIT

T. Alan Goldsborough, Assignee

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

vs.

C. Marion Covey and Susie C. Covey,
his wife.

Case No. 2959.

ORDERED, This 28th day of May, in the year nineteen hundred and thirty four that the Report and Account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of June, 1934, provided a copy of this order be inserted once a week in each of two successive weeks before the 16th day of June, 1934 in some newspaper printed and published in Queen Anne's County.

Filed May 28, 1934.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed June 26, 1934.

NISI RATIFICATION OF AUDIT

T. Alan Goldsborough, Assignee

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

vs.

C. Marion Covey and Susie C. Covey,
his wife.

Case No. 2959

ORDERED, This 28th day of May, in the year nineteen hundred and thirty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of June, 1934, provided a copy of this order be published once a week in each of two successive weeks before the 16th day of June, 1934, in some newspaper printed and published in Queen Anne's County.

True Copy
Test:

B. Hackett Turner, Clerk.

B. Hackett Turner, Clerk.

Filed

May 28, 1934.

THE CENTREVILLE OBSERVER, Centreville, Md.
June 26, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of T. Alan Goldsborough Assn.; vs. C. Marion Covey and Susie C. Covey, his wife, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 31 day of May, 1934, being more than two weeks before the 23rd day of June, 1934.

The Centreville Observer Publishing Co.

By Bertha G. Durney

FINAL ORDER OF COURT RATIFYING AUDIT
Filed July 5, 1934.

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

T. Alan Goldsborough, Assignee

vs.

Cause # 2959.

C. Marion Covey and Susie C. Covey, his wife.

It is on this 30th day of June, in the year nineteen hundred and thirty four by the Circuit Court for Queen Anne's County, In Equity, ordered that the Report and Account of the Auditor above set forth, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the Order Nisi heretofore passed in this cause in relation to said Report and Account and T. Alan Goldsborough, Assignee and Vendor of the cause, is ordered to distribute the proceeds of sale in accordance with said report with a due proportion of interest received and to be received on the credit sales to his commissions and to the mortgage claim.

Thomas J. Keating

Filed July 5, 1934.

Cause No. 2965

QUEEN ANNE'S COUNTY, TO WIT: BE IT REMEMBERED that heretofore on the 26th day of August, in the year 1933, the following order to docket suit was filed for record, to wit:

ORDER TO DOCKET SUIT
Filed Aug. 26, 1933.

THOS. J. KEATING, JR., Assignee,

In the Circuit Court

Vs.

for

Ida V. Ozman and John W. Ozman,
her husband, Mortgagors.

Queen Anne's County, In Equity.

To. B. Hackett Turner, Clerk.

You will docket suit as per the above titling for foreclosure of the mortgage from Ida V. Ozman and John W. Ozman to John P. Roe dated September first, nineteen hundred and twenty-five, and recorded in Liber B.H.T. No. 4, folio 109; file in said cause a certified copy of the aforesaid mortgage, and enter my appearance for the plaintiff.

Thos. J. Keating, Jr.
Assignee.

CERTIFIED COPY OF MORTGAGE
Filed 26, 1933.

#11,473 : : : : : QUEEN ANNE'S COUNTY, TO WIT: BE IT REMEMBERED that on the first 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 First day of September, in the year nineteen hundred and twenty five, by Ida V. Ozman and John W. Ozman, her husband, of Queen Anne's County, in the State of Maryland, WITNESSETH,

WHEREAS, the said Ida V. Ozman, and John W. Ozman, her husband, are justly and bona fide indebted unto John P. Roe, of said County and State 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 John P. Roe to the said Ida V. Ozman and John W. Ozman, her husband, upon the express condition precedent, that the repayment of the same together with the interest to accrue thereon, should be secured and assured by the execution of these presents, within the period of two years from this date, the interest thereon in the mean time to be paid semi-annually during the existence of this loan, now therefore, in consideration of the premises, and of the sum of Five Dollars, the receipt whereof is hereby acknowledged, we the said Ida V. Ozman and John W. Ozman, her husband, do grant and convey unto the said John P. Roe, in fee simple, All those two tracts or parcels of land situate, lying and being, at or near Love Point on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and known as Lots Numbers 12 and 13 in Block Number 12, as laid down on the Plat of the land of the Love Point Land and Improvement Company, of Caroline County, with both lots fronting on Maryland Avenue, each having a frontage of 40 feet each on said Avenue, with a depth to each Lot of 120 feet, said Lots being improved by a Frame Dwelling House, known as the "Sparks House", and being the same land conveyed to the said Ida V. Ozman by Robert McPherson and Wife, in Deed dated Oct. 4th. 1919, Recorded in Liber J.F.R. No. 3, folios 162, a land record book for said Queen Anne's County. Secondly All that Lot or Parcel of Land situate, lying and being at or near Love Point in the Fourth Election District of Queen Anne's County, Maryland, and designated as Lot No. 17 in Block No. 11 with a frontage of 60 feet more or less on Third Street, with a depth of 100 feet more or less, improved by a two story frame dwelling House, and conveyed to the said Ida V. Ozman by Robert McPherson and wife, in Deed dated June 22 1920 and recorded in Liber J.F.R. No. 5, folios 31 etc., a Land Record Book for Queen Anne's County, Maryland.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in 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 Ida V. Ozman, her heirs, executors, administrators or assigns, shall well and truly pay to the said John P. Roe, his successors, executors, administrators or assigns, the aforesaid sum of One Thousand Dollars, within two years from this date, and the interest thereon in the mean time semi-annually during the existence of this loan 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 Ida V. Ozman and John W. Ozman, their heirs and assigns, shall possess said property.

AND the said Ida V. Ozman and John W. Ozman, her husband, for themselves and heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said John P. Roe, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the pro-

ceeds 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 therein, 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 P. Roe 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 Ida V. Ozman, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said John P. Roe, his executors, administrators, successors or assigns, or J.H.C.LEGG his and their 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 Ida V. Ozman and John W. Ozman, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

AS WITNESS OUR HANDS AND SEALS.

TEST:
Lida Hopkins

IDA V. OZMAN (SEAL)

JOHN W. OZMAN (SEAL)

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

I hereby certify that on this 1st. 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, duly commissioned and qualified, personally appeared Ida V. Ozman and John W. Ozman, her husband, and did each acknowledge the foregoing Mortgage to be their respective act; and now at the same time also personally appeared before me the subscriber, John P. Roe, the within named Mortgagee and made oath in due form of law, that the consideration set out in the foregoing Mortgage is just and true and bona fide as therein stated.

Notary
Public
Seal.

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

Lida Hopkins
Notary Public.

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

The within and foregoing mortgage is hereby transferred and assigned Unto Thomas J. Keating, Jr., for purpose of collection by foreclosure or otherwise.

Witness my hand and seal this 25th day of August, nineteen hundred and thirty-three.

Witness:

JOHN P. ROE (SEAL)

Wm. E. Denny

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 4, folios 109 etc., a Land Record Book for Queen Anne's County.

Place of
Court
Seal.

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 August, in the year nineteen hundred and thirty three.

B. Hackett Turner Clerk.

CERTIFIED COPY OF BOND
Filed Sept. 11, 1933

Queen Anne's County, to wit: Be it remembered that on the eleventh day of September, in the year 1933, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS: that we, Thomas J. Keating, of Queen Anne's County, in the 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 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 hereby bind ourselves, our and each of our heirs, executors, administrators and successors, in the whole and for the whole, firmly by these presents, sealed with our seals and dated this seventh day of September, in the year nineteen hundred and thirty three.

WHEREAS, the said Thomas J. Keating, Jr. by virtue and in execution of the power of sale contained in a certain mortgage from Ida V. Ozman and John W. Ozman, her husband, unto John P. Roe, dated September first, nineteen hundred and twenty five, and recorded in Liber B.H.T. No. 4, folio 109, a land record book for Queen Anne's County, and assigned unto the said Thomas J. Keating, Jr. for foreclosure and collection, is about to make sale of the mortgage premises, default having occurred in the covenants contained in said mortgage, and has docketed suit in the Circuit Court for Queen Anne's County, in Equity, all of which will more fully appear by reference to the proceedings in said Court entitled "Thomas J. Keating Jr. Assignee, Vs. Ida V. Ozman and John W. Ozman, her husband, mortgagors". No. 2965 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 adibe by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgage premises or the proceeds thereof, 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: as to T.J.Keating, Jr.
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.

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed Sept. 11th. 1933.

Clerk's note:

B. Hackett Turner, Clerk.

At the bottom of the foregoing Bond and attached thereto was a Power of Attorney, authorizing E.V.Shockley to act as atty.in fact for the Fidelity and Deposit Co. of Md.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, fol. 251, etc. a Bond Record Book for Queen Anne's County.

Place of Court Seal.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's, County, this 11th. day of September, in the year 1933.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT
Filed Sept. 26, 1933.

Thomas J. Keating, Jr., Assignee,

In the Circuit Court

vs.

for

Ida V. Ozman and John W. Ozman, her husband, Mortgagors.

Queen Anne's County, in Equity.

STATEMENT OF MORTGAGE DEBT

Principal amount of mortgage from Ida V. Ozman and John W. Ozman, her husband, to John P. Roe, dated September 1st., 1925, and recorded in Liber B.H.T. No. 4 folio 109	\$ 1,000.00
Interest thereon from March 1st., 1932, to September 26th., 1933,	94.42
TOTAL MORTGAGE DEBT	\$ 1,094.42

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

I hereby certify that on this 26th day of September, in the year nineteen hundred and thirty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared John P. Roe and made oath in due form of law that the aforesaid statement of mortgage debt due by Ida V. Ozman unto John P. Roe is true as therein set forth and that no part of the same has been paid.

Place of Notary Public Seal.

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

Verna Crowl
Notary Public

THOMAS J. KEATING, JR., ASSIGNEE,

IN THE CIRCUIT COURT

VS.

FOR

IDA V. OZMAN AND JOHN W. OZMAN,
HER HUSBAND, MORTGAGORS.QUEEN ANNE'S COUNTY,
IN EQUITY.REPORT OF SALE

Report of Sale of the real estate made in this cause by Thomas J. Keating, Jr., Assignee, respectfully shows:

THAT after docketing suit in the Circuit Court for Queen Anne's County, in Equity, for foreclosure of the mortgage from Ida V. Ozman and John W. Ozman, her husband, to John P. Roe dated September first, nineteen hundred and twenty-five, and recorded in Liber B.H.T. No. 4, folio 109, a land record book for Queen Anne's County, default having occurred in the covenants contained in said mortgage, and after filing in said cause a certified copy of said mortgage, which was assigned unto your Assignee by said John P. Roe for the purpose of collection by foreclosure or otherwise, and advertising the real estate, conveyed by said mortgage, for sale in the Centreville Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks, (being more than twenty days), prior to the day of sale, a certificate of the publication of said advertisement being annexed hereto, and after filing in this cause a bond in the penalty of two thousand dollars, (\$2,000.00), with surety approved by the Clerk of this Court, your Assignee did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, September twenty sixth, nineteen hundred and thirty-three, between the hours of one and two o'clock, p.m., and did then and there offer and expose the real estate described in and conveyed by the aforesaid mortgage at public sale to the highest bidder in the following manner: He first offered for sale Parcel No. 2 as described in the annexed advertisement of sale, being lot No. 17 in Block No. 11 of the Love Point Land and Improvement Company on Third Street, and did sell the same unto John P. Roe, he being then and there the highest bidder therefor, at and for the sum of five hundred dollars, (\$500.00).

YOUR Assignee then offered Parcel No. 1 as described in the annexed advertisement being Lots Numbers 12 and 13 in Block No. 12 of the Love Point Land and Improvement Company, on Maryland Avenue, and known as the Sparks House, and did sell the same unto John P. Roe, he being then and there the highest bidder therefor, at and for the sum of five hundred dollars, (\$500.00).

IN addition to the terms of sale set forth in the aforesaid advertisement, your Assignee did announce before the sale that taxes for the year nineteen hundred and thirty-three, would be paid out of the proceeds of sale, and that possession would be given to the Purchaser upon compliance with the terms of sale and ratification thereof by this Honorable Court.

THE said John P. Roe, being the real owner of the mortgage under which your Assignee was selling the aforesaid real estate, has not been compelled to make any payment on account of the purchase money, but he has advised your Assignee, and your Assignee relies thereon, that said John P. Roe will pay the costs and expenses of these proceedings when called upon to do so.

Respectfully submitted,

Thos. J. Keating, Jr.
Assignee.State of Maryland,
Queen Anne's County, to wit:

I hereby certify that on this 26th day of September, in the year nineteen hundred and thirty-three, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, 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 foregoing Report of sale were true and bona fide as therein set forth, and that the sale was fairly made.

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

Filed Sept. 26, 1933.

CERTIFICATE OF ADVERTISEMENT OF REAL ESTATE
Filed Sept 26, 1933.ASSIGNEE'S SALE
OF
VALUABLE REAL ESTATE.

UNDER AND BY VIRTUE of the power of sale contained in the mortgage from Ida V. Ozman and John W. Ozman, her husband, to John P. Roe, dated September 1st, 1925, and recorded in Liber B.H.T. No. 4, folio 109 and by John P. Roe assigned unto Thomas J. Keating, Jr., for purpose of collection by foreclosure or otherwise, default having occurred in the covenants contained in said mortgage, the undersigned, Thomas J. Keating Jr., Assignee, will offer and expose at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, September 26, 1933, between the hours of 1 and 2 o'clock, P.M., all of the following described real estate, consisting of two parcels of land, which is described in and conveyed by the aforesaid mortgage, to wit:-

PARCEL NO. 1- ALL those two tracts or parcels of land situate lying and being, at or near Love Point on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and known as Lots Numbers 12 and 13 in Block Number 12, as laid down on the Plat of the land of the Love Point Land and Improvement Company, of Caroline County, with both lots fronting on Maryland Avenue, each having a Frontage of 40 feet each on said Avenue, with a depth to each lot of 120 feet, said Lots being improved by a FRAME DWELLING HOUSE, known as the "Sparks House", and being the same land conveyed to the said Ida V. Ozman by Robert McPherson and wife, in Deed dated October 4th., 1919 recorded in Liber J.F.R. No. 3, folios 162, a land record book for Queen Anne's County, Maryland.

PARCEL NO. 2 - ALL that lot or Parcel of land situate, lying and being at or near Love Point in the Fourth Election District of Queen Anne's County, Maryland, and designated as Lot No. 17 in Block No. 11 with a frontage of 60 feet, more or less, on Third Street, with a depth of 100 feet, more or less, improved by a TWO STORY FRAME DWELLING HOUSE, and conveyed to the said Ida V. Ozman by Robert McPherson and wife, in Deed dated June 22nd., 1920, and recorded in Liber J.F.R. No. 5 folios 31, etc., a land record book for Queen Anne's County, Maryland.

TERMS OF SALE: One-third of the purchase money will be required in cash at the time of sale, and the balance in two equal installments to be secured by the purchasers, promissory notes payable, with interest, six months and twelve months after day of sale respectively, with surety to be approved by the undersigned Assignee; or all cash at the option of the purchaser. Additional terms to be announced at the day of sale.

Thomas J. Keating, Jr.
Assignee.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER, Centreville, Md.
September 26, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Thomas J. Keating, Jr., Assn., vs. Ida V. Ozman and John W. Ozman, 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 31st day of August, 1933, being more than twenty days before the 26th day of September, 1933.

The Centreville Observer Publishing Co.
By. Bertha G. Durney.

NISI
Filed Sept. 26, 1933.

NISI

Thomas J. Keating, Jr. Assignee,

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

vs.

Ida V. Ozman and John W. Ozman, her husband,
Mortgagors.

Chancery No. 2965

ORDERED, This 26th day of September, A.D., 1933, that the sale of the real estate made and reported in this cause by Thos. J. Keating, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of November, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of October, next.

The Report states the amount of sales to be \$1,000.00.

Filed Sept. 26, 1933.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Nov. 17, 1933.

NISI

In the Circuit Court For Queen
Annes County, In Equity.

Thomas J. Keating, Jr., Assignee,

vs.

Chancery No. 2965.

Ida V. Ozman, and John W. Ozman, her
husband, Mortgagors,

ORDERED, This 26th day of September, A.D., 1933, that the sale of the real estate made and reported in this cause by Thos. J. Keating, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of November, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of October, next.

The Report states the amount of sales to be \$1,000.00.

B. Hackett Turner, Clerk.

True Copy
Test:

B. Hackett Turner, Clerk.

Filed Sept. 26, 1933.

THE CENTREVILLE OBSERVER, Centreville, Md.,
November 17, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Thomas J. Keating, Jr., Assignee vs. Ida V. Ozman and John W. Ozman, 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 28th day of September, 1933, being more than four successive weeks before the 30th day of October, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

Filed Nov. 17, 1933.

To do., for amount paid J.E. Anthony for crying the sale made per his account with receipt thereon exhibited, to wit: the sum of	\$ 15.00
To do., for costs of advertising the order nisi to be passed as to this audit, to wit:	3.00
To Madison Brown, auditor, for stating this account,	9.00
To Thomas J. Keating, junior, as assignee this balance on account of his mortgage claim	805.85
	<hr/>
	\$ 1,000.00 \$ 1,000.00

Ida V. Ozman, the mortgagor, to Thomas J. Keating, assignee of the mortgage of this cause, DR.

1933
 Sept. 26 To amount of the mortgage debt due under mortgage of this cause on this date, day of sale, per statement filed, \$1,094.42

CR.

1933
 Sept 26. By net proceeds of sale brought down, 805.85

DR. To balance due with interest from Sept. 26, 1933. 288.57

December 12, 1933. Madison Brown Auditor.

NISI RATIFICATION OF AUDIT
 Filed Dec. 13, 1933.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr. Assignee vs. In the Circuit Court For Queen Anne's County In Equity.

Ida V. Ozman, and John W. Ozman, her husband, Mortgagors. Case No. 2965.

ORDERED, This 13th day of December, in the year nineteen hundred and thirty three, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of January, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of December 1933 in some newspaper printed and published in Queen Anne's County.

Filed Dec. 13th, 1933. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF AUDIT NISI RATIFICATION
 Filed Jan. 19, 1934.

NISI RATIFICATION OF AUDIT

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

Thomas J. Keating, Jr., Assignee vs. Case No. 2965

Ida V. Ozman and John W. Ozman, her husband, Mortgagors.

ORDERED, This 13th day of December, in the year nineteen hundred and thirty three, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of January, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of December, 1933 in some newspaper printed and published in Queen Anne's County.

Filed Dec. 13th, 1933. True Copy Test: B. Hackett Turner, Clerk. B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER, Centreville, Md.,
 January 18, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. Hereby certifies that the Nisi Rat. of Audit in the case of Thos. J. Keating, Jr., Assn. vs. Ida V. Ozman and John W. Ozman, 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 two successive weeks the first publication thereof having been made in said newspaper on the 14 day of December, 1933, being more than two weeks before the 30th day of December, 1933.

The Centreville Observer Publishing Co.

By Bertha G. Durney

Filed Jany. 19, 1934.

FINAL ORDER OF COURT RATIFYING AUDIT
Filed Jan. 20, 1934.

ORDERED this 20th day of January, 1934, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as required by the preceding order nisi; and the Assignee is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Thomas J. Keating

Filed Jany. 20, 1934.

Cause No. 2962

QUEEN ANNE'S COUNTY? TO WIT: Be it remembered that heretofore to wit; on the 13th day of July in the year nineteen hundred thirty three the following Bond was filed for the purpose of foreclosure; to wit:

Certified Copy of Bond
Filed July 13, 1933.

QUEEN ANNE'S COUNTY? TO WIT: Be it remembered that on the thirteenth day of July, in the year 1933, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS: that we, William J. Rickards, of Caroline County, State of Maryland, as principal and The Hartford Accident and Indemnity Company, a corporation of the State of Connecticut, of Hartford, in said State, authorized by its charter to become sole surety on bonds, as surety, signed with the hand of William J. Rickards, its attorney, said Power of Attorney being filed among the land records for Queen Anne's County, are held and firmly bound unto the State of Maryland in the full and just sum of Ten thousand (\$10,000.00) 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 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 13th. day of July nineteen hundred and thirty three.

WHEREAS the above bounden William J. Rickards, by virtue of the power contained in a mortgage from Swing Brothers, Incorporated, to The Caroline County Bank, a body corporate, bearing date the 24th. day of June, 1932, and recorded in Liber B. H. T. No. 14, folio 499, one of the mortgage record books for Queen Annes County, which said mortgage was duly assigned to William J. Rickards, for collection, on the 12th day of July, 1933, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the covenants and conditions therein contained.

NOW THEREFORE THE CONDITION OF THE ABOVE OBLIGATION IS SUCH? that if the above bounden William J. Rickards, shall well, truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity, in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

IN WITNESS WHEREOF, the said William J. Rickards has hereunto set his hand and seal and the said Company has ordered this bond to be signed by its attorney and its Corporate seal to be affixed the day and year above written.

Signed, sealed and delivered in
the presence of:
Gladys E. Roe.
Attest:
Gladys E. Roe.

William J. Rickards (SEAL)
Hartford Accident and Indemnity Company
By William J. Rickards
Attorney Seal's
Place.

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

Security approved and Bond filed July 13th. 1933.

B. Hackett Turner, Clerk.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T.No.1, fol. 250, a Bond record book for Queen Anne's County.

NOTE: A Power of Attorney was given to Wm.J.Rickards by Hartford Accident & Indemnity Co., to execute the Bond filed in these proceedings which Power of Attorney is filed among these proceedings and is to remain in the bundle of papers.
CERTIFIED COPY OF MORTGAGE
filed July 13, 1933

B. Hackett Turner, Clerk.

#15,590 : : : : : QUEEN ANNE'S COUNTY TO WIT: Be it remembered that on the First day of July, in the year nineteen hundred and thirty two, the following Mortgage was brought to be recorded, to wit;

THIS MORTGAGE? Made this 24 day of June, nineteen hundred and thirty-two, by Swing Brothers, Incorporated, a body corporate duly organized and incorporated under the laws of the State of Maryland, having its principal office at Ridgely, Caroline County, State of Maryland.

WHEREAS? Swing Brothers, Incorporated, owe The Caroline County Bank, a body corporate duly incorporated under the laws of the State of Maryland, the full and just sum of Seven Thousand Seven Hundred and Fifty Dollars (\$7750.00), for money borrowed, for which the said Swing Brothers, Incorporated, has given The Caroline County Bank its promissory note for said amount of even date herewith and payable six months after date thereof; and Swing Brothers, Incorporated, did agree as a condition precedent to further secure

the payment of said note and any renewal or renewals thereof, either for the whole or any part thereof (including a renewal of a renewal) which may be accepted by the said The Caroline County Bank, a body corporate, by a mortgage lien upon the real and personal property hereinafter mentioned and described.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar, the Receipt whereof is hereby acknowledged, the said Swing Brothers, Incorporated, mortgagor, does grant and convey unto The Caroline County Bank, a body corporate, its successors and assigns, all the following described property lying, being and situate in the Counties of Caroline and Queen Anne in the State of Maryland and described as follows:-

BEGINNING for the first, all those pieces or parcels of land situate, lying and being in the Seventh Election District of Caroline County, State of Maryland, in the town of Redgely, on both sides of Factory Avenue; being the same land conveyed to T. L. Day, Swing & Co. by courses and distances in two deeds, one from Thomas L. Day and wife on the 11th day of July, 1900, of record in Liber C.W.H. No. 65, Folio 503, one of the Land Record Books for Caroline County, and the other from Henry S. Mancha and wife on the 9th day of July, 1902, of record in Liber C.W.H. No. 67, Folio 405, one of the Land Record Books for Caroline County aforesaid; and being the same land and premises conveyed by T. L. Day, Swing & Co. to John M. Swing, David M. Swing and Frank M. Long, Co-partners trading as Swing Brothers, by deed bearing date June 24th, 1918, and of record in Liber L.B.T. No. 79, Folio 589, one of the Land Record Books for Caroline County, and afterwards the said Frank M. Long, together with his wife, conveyed all of his right and interest in said partnership to John M. Swing and David M. Swing, Co-partners trading as Swing Brothers, by deed bearing date March 25th, 1926, and of record in Liber G.A.D. No. 87, Folio 509, one of the Land Record Books for Caroline County.

BEING the same lots of ground described in a deed dated the 21st day of May, 1929, and recorded among the Land Records of Caroline County, State of Maryland, in Liber T.C.H. No. 90, Folio 394, which were granted and conveyed by John M. Swing and David M. Swing, Co-partners trading as Swing Brothers; John M. Swing and Anna E. Swing, his wife, and David M. Swing and Lila P. Swing, his wife, to Swing Brothers, Incorporated, in fee simple.

BEGINNING for the second, all that lot or parcel of land situate, lying and being in the Second Election District of Caroline County and described as follows:- All that piece or parcel of land situated in the town of Greensboro, of said County, containing 46592 square feet of land, more or less, and more particularly described in a deed from Addison A. Christian and wife to William P. Day, dated February 21st, 1903, and recorded among the Land Records of said Caroline County, in Liber T.L.D. No. 71, Folio 448. It being the same land conveyed by said deed, and also the same land conveyed to Lawrence B. Towers by Thomas L. Day and T. Clayton Horsey, trustees, and Mary E. Day, by deed dated January 9th, 1912, and recorded among the Land Record Books for Caroline County, and being also the same land mentioned and described in a deed from Lawrence B. Towers and wife to John M. Swing and David M. Swing, bearing date January 17th, 1912, and recorded in Liber J.K.S. No. 75, folio 27, one of the Land Record Books for Caroline County.

BEGINNING for the third, all that lot or parcel of land situate, lying and being in the town of Greensboro, in said County and State, and more particularly described as follows: Beginning at a point on the south edge of the street and five feet north of a large nail driven in the sill of the doorway of Swing Brothers cannery, said nail being just 39 feet from the west end of the cannery, and running thence directly through the cannery south 54 degrees 35 minutes east -- 195.6 feet to a point just three feet east of a cedar stump in the rear of the shanty back of the cannery; thence on the same bearing south 54 degrees 35 minutes east -- to the low water mark of the Choptank River; thence with the low water mark of the Choptank River in a southwesterly direction to a point which is a corner between this land and the George W. Crusier land; thence reversing north 53 degrees 30 minutes west -- and parallel with the west side of the cannery and 20 feet therefrom to a stake on the south edge of the aforesaid street; thence binding upon the south edge of the said street and a distance of five feet from the front of the cannery north 37 degrees east -- 59 feet to the place of beginning, containing whatsoever land it may; it being a part of the same land mentioned and described in a deed from Laura A. Longfellow and husband to the said Mary E. Moore, bearing date of July 29, 1905, and duly of record in Liber T.L.D. No. 70, Folio 251; one of the Land Record Books for Caroline County; and being the same land mentioned and described in a deed from Mary E. Moore (widow) to John M. Swing and David M. Swing, bearing date November 1926, and recorded in Liber G.A.D. No. 88, folio 222, one of the Land Record Books for Caroline County. It being also the same lot or parcel of land mentioned and described in a confirmatory deed from Mary E. Moore, widow, Mary M. Parish, widow, and M. Louise Parish, single woman, to Swing Brothers, Inc., bearing date May 30th, 1931, and intended for record among the Land Record Books for Caroline County.

THE secondly and thirdly described lots herein being the same two lots of ground described in a deed dated the 21st day of May, 1929, and recorded among the Land Records of Caroline County, Maryland, in Liber T.C.H. No. 90, Folio 395, which were granted and conveyed by John M. Swing et al. to Swing Brothers, Incorporated, in fee simple.

BEGINNING for the fourth, all those four lots, pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, at Price Station, having a frontage of two hundred feet each on Massey Avenue and running back a depth of one hundred feet to the railroad, being lots numbered forty-five, forty-six, forty-seven and forty-eight as laid down on plat of Cooper's Subdivision of the Brown-Faithful land, made by F.E. Schnepfe; said plat of record in Liber W.F.W. No. 3, Folio 270, a Land Record Book for Queen Anne's County, It being the same land mentioned and described in a deed from Harvey L. Cooper and wife to John M. Swing, David M. Swing and James P. Swing, bearing date July 3rd, 1913, and recorded in Liber W.F.W. No. 4, Folio 329, a Land Record Book for Queen Anne's County.

BEGINNING for the fifth, all those lots or pieces or parcels of land situate, lying and being in the Sixth Election District of Queen Anne's County at Price's Station

on Massey Avenue, being lots Nos. 43 and 44 as laid down on Plat of Cooper's subdivision of the Brown and Faithful land, recorded in Liber W.F.W. No. 3, Folio 370, one of the Land Records of Queen Anne's County. It being the same land mentioned and described in a deed from Harvey L. Cooper and wife to J. M. Swing, D.M. Swing and J. P. Swing, trading as Swing Brothers, bearing date July 7th. 1915, and recorded in Liber W.F.W. No. 7, Folio 334, one of the Land Record Books for Queen Anne's County.

BEGINNING for the sixth, all that tract, part or parcel of a tract of land situate in the Second Election District of Queen Anne's County, near the village of Price, consisting of Lots Nos. 41 and 42 as laid down on the plat showing the Cooper Sub-division of the Brown-Faithful land, made by F. E. Schnepfe, and recorded among the Land Record Books for Queen Anne's County in Liber W.F.W. No. 3, Folio 370, and bounded on the north by the right of way of the P.B. & W. R.R. Company, and on the South by Massey Avenue, having a frontage on said avenue of four hundred and ninety two and six tenths feet, and a frontage on said eight of way of the P.B. & W. R.R. Company four hundred and sixty-three and three-tenths feet, being part of the land conveyed unto the said Edwin H. Brown, Jr. by J. Frank Harper and T. Alan Goldsborough, by deed dated the second day of March, nineteen hundred and sixteen, and recorded in Liber W.F.W. No. 8, folio 520, etc., a Land Record Books for Queen Anne's County, to which deed and plat reference is hereby made for a more full and perfect description of the property hereby conveyed. It being the same land mentioned and described in a deed from Edwin H. Brown Jr. and wife to John M. Swing, David M. Swing and James P. Swing, Co-partners trading as Swing Brothers, bearing date October 10th. 1916, and recorded in Liber W. F. W. No 9, folio 380, one of the Land Record Books for Queen Anne's County.

BEGINNING FOR THE seventh, all that lot or parcel of land, known and distinguished by the Letter "B" on the map hereinafter referred to, situate, lying and being on Massey Avenue, a street or road also shown on said map, at or near Price, a Station on the Queen Anne's & Kent Railroad, with a frontage on said street or road of three hundred fifty-seven feet and five-tenths of a foot and depth therefrom of six hundred and ten feet with an even width, and bounden upon one side by a lot of land owned by Andrew Butler known as "Lot A" of said map and upon the other side by that other lot of the said Andrew Butler known as "Lot C" of said map; being the same lot of land granted and conveyed unto the said Samuel Charles Walls by the name of S. Charles Walls by Harvey L. Cooper and M. Maud Cooper, his wife, by deed bearing date on the third day of July, nineteen hundred and thirteen, and recorded in Liber W.F.W. No. 5, Folio 72, etc., a Land Record Book of Queen Anne's County aforesaid; the map above referred to is recorded in Liber W.F.W. No. 3, 3, Folio 370, etc., a Land Record Book of Queen Anne's County aforesaid, and bears upon its face the following designation, to wit: "Plot showing Coopers Sub-division of the Brown-Faithful Land at Price Station, Queen Anne's County, Maryland, May 16, 1913, F.E. Schnepfe, Civil Engineer". It being the same land mentioned and described in a deed from Samuel Charles Walls and wife to John M. Swing, David M. Swing and James P. Swing, Co-partners trading as Swing Brothers, bearing date September 30th, 1919, and recorded in Liber J.F.R. No. 4, Folio 17, etc., a Land Record Book for Queen Anne's County.

THE fourth, fifth, sixth and seventh lots of ground herein described being the same four lots of ground described in a deed dated May 21st. 1929, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber F. H. T. No. 9, Folio 430, which were granted and conveyed by John M. Swing, et al. to Swing Brothers, Incorporated, in fee simple,

TOGETHER with the buildings, factories, warehouses, boilers, engines and machinery, and all other improvements thereon erected, made and being; and all and every the rights, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots or parcels of ground, with the improvements and appurtenances aforesaid unto the said The Caroline County Bank, a body corporate, its successors and assigns, forever, in fee simple.

AND NOW, THEREFORE, THIS MORTGAGE FURTHER WITNESSETH, That in consideration of the premises and the further sum of One Dollar, the receipt whereof is hereby acknowledged, the said Swing Brothers, Incorporated, Mortgagor, does grant, convey, bargain and sell unto The Caroline County Bank, a body corporate, its successors and assigns, all of the following mentioned machinery, equipment, attachment and rolling stock in and about the herein-before parcels of land located in the Counties of Caroline and Queen Anne in the State of Maryland and which are more particularly described as follows:-

#1 Plant

BASKET FACTORY - RIDGELY? MD.

1 Reo Truck, 3-ton (1930)	1 Goodell & Waters Keystone Planer
1 Chevrolet Truck 1-ton (1930)	1 Connell & Dengler Power Wood Stapling Machine
2 50-horsepower boilers (Pennsylvania)	2 Rip Saw Tables
1 Water Pre-heater	2 Saranac Corrugated Stampers
1 Steam Pump	1 Trevor Automatic Bottom Rounder, for hamper basket bottoms and tops all sizes
1 100-horsepower Atlas Steam Engine	1 Morgan Automatic Nailing machine
1 Electric Generator	Belting, shafting, pulleys and steam piping for heat and power
1 Lathe	6 Saranac Hamper Stapling machines for 5/8 bushel and 1 bushel hampers
1 Power Saw filer	1 Saranac Hamper Stapling machine and 1/2 bushel hampers
1 Power drill press	1 Emory Grinder
1 Emory Grinder	5 Cobden American Quart Cup Staplers
1 Electric Crane	1 Poor Power Cobden Pattern Stapler for Stapling quart cups
1 Merritt Veneer Lathe "54"	1 Power St. Joe Pattern Stapler for Stapling quart cups
1 Merritt Veneer Clipper "54"	2 Saranac Hoop Coilers (Automatic)
1 Power Knife Grinder	1 Barrett Lift Truck
1 Otis Elevator, 1-ton	
1 13-ft. Pony Log Mill	
3 Cutt Off Saw tables	
1 B. M. Root Gang Rip Saw	
1 Dust Blower, fan and attachments	
1 J. S. Graham & Co. Re-saw	

#2 PLANT

RIDGELY CANNERY

1 Ayars Tomato Peeling Conveyor, 103	2 box sealing machines
1 Huntly Tomato Scalding	Pipe, shafting, belting, pulleys, etc.,
1 Ayars #10 tomato filler	1 Steam pump
1 Ayars #10 Exhaust box	6 drove wells
1 Wonder continuous cooker, 22 feet long	300 feet 2" pipe
1 15-horsepower engine	Piping steam to cannery

#5 PLANT

GREENSBORO CANNERY

1 Huntley tomato scalding
 1 Ayars tomato peeling conveyor, 63 people
 1 Ayars #10 tomato filler
 1 Ayars #10 Exhaust box
 1 Wonder Continuous Cooker, 11 ft. long
 1 15-horse engine
 2 box sealing machines
 pipe, shafting, belting, pulleys, etc.,
 1 60-horse boiler
 1 30-horse boiler
 1 skin pump
 1 steam pump
 tomato grader
 wells

BOILER HOUSE AT PRICE, MD.

2 70-horse boilers
 1 steam engine
 1 Knowles steam pump 10x6x10
 1 Wagener steam pump 6x4x6
 1 Snow steam pump 4 $\frac{1}{2}$ x 2 $\frac{3}{4}$ x 4
 1 Hot water heater
 1 Westinghouse Generator
 1 Worthington pump 7 $\frac{1}{2}$ x 5 x 6

#3 PLANT

TOMATO CANNERY AT PRICE, MD.

1 Monitor Wonder cooker
 1 Exhaust box
 1 Ayars filler
 1 tomato conveyor
 1 Monitor Thomas Huntley Washer & Scalding
 Pipe, belting, shafting and pulleys
 6 wells

#4 PLANT

CORN CANNERY AT PRICE, MD.

1 Merritt & Soule cooker and filler
 8 process kettles equipped with controls and automatic regulators
 1 crane
 1 cooking tank
 1 Sprague silker
 1 mixer
 1 washer and all conveyors
 5 Sprague corn cutters
 2 Fairbanks-Morse Gas engines
 1 Knapp labelling machine
 1 Ayars corn shaker
 1 box maker and
 2 box sealers
 1 Morgan nailer
 2 Fairbanks scales, 1000 lbs., and
 1 Fairbanks scales, 500 lbs.
 1 Hero corn grader
 1 grain fan
 1 set of 10-ton truck scales
 9 wells
 Pipe, beltine, shafting and pulleys

AND all of the property, real, personal and mixed of any kind and character of the Mortgagor company, whether herein described or not; whether herein specifically mentioned or referred to or not, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of any general description of the same contained in this mortgage) all lands, buildings, improvements, automobiles, trucks, furniture and fixtures, equipment, apparatus and other personal property used by the Mortgagor Company in its business of manufacturing and canning at its plants and packing houses, located in the towns of Ridgely and Greensboro in the County of Caroline and the town of Price in the County of Queen Anne, State of Maryland, together with the good will, patent rights, trade marks and trade names owned now by the said mortgagor.

TO HAVE AND TO HOLD the aforesaid chattels, machinery, etc. hereby conveyed or intended so to be conveyed unto the said The Caroline County Bank, its successors and assigns, absolutely.

PROVIDED, That if Swing Brothers, Incorporated, shall pay or cause to be paid the aforesaid promissory note as well as any renewal or renewals thereof, in whole or in part, when and as the same shall become due and payable, and perform all the covenants herein contained, then this mortgage shall be void, and that until default Swing Brothers, Incorporated, may possess said property and Swing Brothers, Incorporated, covenant to pay as they severally fall due the said note and renewal or renewals thereof as aforesaid, and interest hereby intended to be secured, all taxes that may be levied on said property when the same shall become due and payable and all costs and attorney's commissions and charges incurred in the collection of said principal and interest or any part thereof, and to insure immediately and pending this mortgage to keep insured the improvements on said premises to the amount of at least their insurable value in some insurance company to be first approved by the mortgagee, its successors or assigns, and to have the policy so framed and endorsed that the proceeds thereof shall be applied to the payment of the indebtedness aforesaid; but in case of default of any covenant herein, the the whole debt, principal and interest hereby secured, shall be immediately due and demandable, and the said mortgagee, its successors or assigns, or J. Owen Knotts, its attorney, are hereby authorized to sell said mortgaged property pursuant to law and convey the same to the purchaser and upon the following terms viz; Cash on day of sale or for cash and credit at the option of the person making such sale and to apply the proceeds to the amount of FIRST, all expenses incident to such sale, including compensation to the person selling as to Trustees, in Equity, and if settlement of the indebtedness hereunder, principal, interest and commissions as aforesaid, be made after advertising and before sale, then Swing Brothers, Incorporated, covenants to pay one-half of said compensation reckoned on the amount due hereunder; SECOND, all moneys owing on said note and any renewal or renewals thereof, either for the whole or any part thereof, (including a renewal of a renewal) as aforesaid, and THIRD, the balance, if any, to Swing Brothers, Incorporated, or to whoever may be entitled to the same.

WITNESS the name of Swing Brothers, Incorporated, duly subscribed by John M. Swing, its President, and the corporate seal of Swing Brothers, Incorporated, hereunto affixed and duly attested by J. Mulford Swing, its secretary, this 24 day of June, 1932.

ATTEST:

J. MULFORD SWING SWING BROTHERS, INCORPORATED

Corporate Seal's Place.

By JOHN M. SWING President

STATE OF MARYLAND? CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of June, 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared John M. Swing, President of Swing Brothers, Incorporated, the mortgagor named in the aforesaid mortgage, and he acknowledged the aforesaid mortgage to be the act and deed of Swing Brothers, Incorporated.

WITNESS my hand and Notarial Seal the date above written.

Notary Public Seal

GRACE G. STUFFT Notary Public

STATE OF MARYLAND, CAROLINE COUNTY? TO WIT:

I HEREBY CERTIFY, That on this 24th day of June, 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared F. Clayton Horsey, attorney and agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the aforesaid mortgage is true and bona fide as therein set forth, and did also make oath as aforesaid that he is the duly authorized agent for the within named mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the date above written.

Notary Public Seal.

GRACE G. STUFFT Notary Public.

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

For Value received, The Caroline County Bank, a body corporate, hereby transfers and assigns the within and aforesaid mortgage to William J. Rickards for foreclosure and collection.

As Witness the signature of William Winder Goldsborough, its President and the seal of the said Body corporate this 12th day of July, 1933.

Attest:

CAROLINE COUNTY BANK

T. C. Horsey Cashier

Corporate Seal's Place

By WILLIAM WINDER GOLDSBOROUGH President

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

I hereby certify that the aforesaid is truly taken and copied from Liber B.H.T. No. 14, folios 499, 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 Thirteenth day of July, in the year nineteen hundred and thirty three.

Place of Circuit Court Seal.

B. Hackett Turner, Clerk

REPORT OF SALE
Filed Aug. 9, 1933.

WILLIAM J. RICKARDS, ASSIGNEE

IN THE CIRCUIT COURT FOR

VS

QUEEN ANNE'S COUNTY.

SWING BROTHERS, INCORPORATED.

IN EQUITY NO. 2962 CHY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William J. Rickards, Assignee, of a mortgage from Swing Brothers Incorporated, to The Caroline County Bank, a body corporate, dated June 24th, 1932, said mortgage being assigned to William J. Rickards, for foreclosure and collection on the day of July 1933, which mortgage and assignment is recorded in Liber B. H. T. No. 14, folio 499, one of the Land Record Books for Queen Anne's County, respectfully shows:

That default occurred in the covenants and conditions in said mortgage contained, on the part of the said Mortgagors to be performed.

That your Assignee by virtue of the power of sale vested in him by said mortgage, and after default on the part of the said mortgagors, and after having given bond to the State of Maryland in the penalty of Ten Thousand (\$10,000.00) Dollars, for the faithful performance of his trust with surety approved by the Clerk of the Court, and having complied with all other requisites of law and the terms of said mortgage, including the giving of more than twenty days notice of the time, place, manner and terms of sale by advertisement inserted in the "Centreville Observer", a weekly newspaper printed and published in Queen Annes County as will appear by printer's certificate of advertisement herewith filed as a part hereof, marked Exhibit "A" to the Report of Sales.

The property mentioned and described in this mortgage consists of two (2) parcels of land located in the town of Greensboro, in the Second Election District of Caroline County, Maryland, improved by a canning plant. Also one (1) parcel of land located in the town of Ridgely, in the Seventh Election District of Caroline County, Maryland, improved by a canning plant and a basket and crate factory. Also four (4) lots of land located at Price Station, in the Second Election District of Queen Annes County, Maryland, improved by a canning plant. Together with all property, real, personal and mixed of any kind and character of the Mortgagor Company, whether herein described or not; whether herein specifically mentioned or referred to or not, including (without in anywise limiting or impairing by the enumeration of the same; the scope and intent of any general description of the same contained in this mortgage) all lands, buildings, improvements, automobiles, trucks, furniture and fixtures, equipment, apparatus and other personal property used or to be used by the said Swing Brothers, Incorporated, Mortgagors, in its business of a cannery and packing house, located in the town of Ridgely and Greensboro, in Caroline County, and in the town of Price, in Queen Annes County, State of Maryland, together with the good will, patent rights, trade marks and trade names owned by the Company as described in said mortgage.

Your Assignee further reports that the property covered by this mortgage located in Caroline County, was previously sold on the 11th. day of July 1933, in front of the Court House door in the town of Denton, at and for the sum of \$14,100.00 under a first mortgage, which sale had been duly reported in the Circuit Court for Caroline County. As this part of the property located in Caroline County, sold for a sufficient amount to pay the first mortgage and costs, the property located in Queen Annes County was not sold under the first mortgage and is described as follows:

Parcel No. 4. All those four lots, pieces or parcels of land situate, lying and being in the Second Election District of Queen Annes County, Maryland, at Price Station, having a frontage of two hundred feet each on Massey Avenue and running back a depth of one hundred feet to the railroad, being lots numbered forty-five, forty-six, forty-seven and forty-eight as laid down on plat of Cooper's sub-division of the Brown-Faithful land, made by F. E. Schnepfe, said plat of record in Liber W.F.W. No. 3, folio 270, a Land Record Book for Queen Annes County. It being the same land mentioned and described in a Deed from Harvey L. Cooper and wife to John M. Swing, David M. Swing and James P. Swing, bearing date July 3rd, 1913, and recorded in Liber W.F.W. No. 4, folio 329, a Land Record Book for Queen Annes County.

Parcel No. 5. All those lots, pieces or parcels of land situate, lying and being in the Sixth Election District of Queen Annes County at Price's Station on Massey Avenue, being lots Nos. 43 and 44 as laid down on plat of Cooper's sub-division of the Brown and Faithful land, recorded in Liber W. F. W. No. 3, folio 370, one of the Land Records of Queen Anne's County. It being the same land mentioned and described in a deed from Harvey L. Cooper and wife to J. M. Swing, D. M. Swing and J. P. Swing, trading as Swing Brothers, bearing date July 7th, 1915, and recorded in Liber W.F.W. No. 7, folio 334, one of the Land Record Books for Queen Annes County.

Parcel No. 6. All that tract, part or parcel of a tract of land situate in the Second Election District of Queen Annes County, near the village of Price, consisting of Lots Nos. 41 and 42 as laid down on the plat showing the Cooper sub-division of the Brown-Faithful land, made by F. E. Schnepfe, and recorded among the Land Record Books for Queen Annes County in Liber W.F.W. No. 3, folio 370, and bounded on the north by the right of way of the P.B. & W. R. R. Company, and on the South by Massey Avenue, having a frontage on said avenue of four hundred and ninety-two and six-tenths feet, and a frontage on said right of way of the P. B. & W. R. R. Company four hundred and sixty-three and three-tenths feet, being part of the land conveyed unto the said Edwin H. Brown Jr. by J. Frank Harper and T. Alan Goldsborough, by deed the second day of March, Nineteen Hundred and Sixteen, and recorded in Liber W.F.W. No. 8, folio 520, etc., a Land Record Book for Queen Annes County, to which deed and plat reference is hereby made for a more full and perfect

description of the property hereby conveyed. It being the same land mentioned and described in a deed from Edwin H. Brown, Jr. and wife to John M. Swing, David M. Swing and James P. Swing, co-partners trading as Swing Brothers, bearing date October 10th, 1916, and recorded in Liber W. F. W. No. 9, folio 380, one of the Land Record Books for Queen Annes County.

Parcel No. 7. All that lot or parcel of land known and distinguished by the Letter "B" on the map hereinafter referred to, situate, lying and being on Massey Avenue, a street or road also shown on said map, at or near Price, a Station on the Queen Anne's & Kent Railroad, with a frontage on said street or road of three hundred fifty-seven feet and five-tenths of a foot and a depth therefrom of six hundred and ten feet with an even width, and bounden upon one side by a lot of land owned by Andrew Butler, known as Lot "A" of said map and upon the other side by that other lot of the said Andrew Butler known as "Lot C" of said map; being the same lot of land granted and conveyed unto the said Samuel Charles Walls by the name of S. Charles Walls by Harvey L. Cooper and M. Maude Cooper, his wife, by deed bearing date on the third day of July, Nineteen Hundred and thirteen, and recorded in Liber W. F. W. No. 5, folio 72, etc., a Land Record Book for Queen Anne's County aforesaid; the map above referred to is recorded in Liber W. F. W. No. 3, folio 370, etc., a Land Record Book of Queen Annes County aforesaid, and bears upon its fact the following designation, to wit: "Plot showing Cooper's sub-division of the Brown-Faithful Land at Price Station, Queen Annes County, Maryland, May 16, 1913, F. E. Schnepfe, Civil Engineer". It being the same land mentioned and described in a deed from Samuel Charles Walls and wife to John M. Swing, David M. Swing and James P. Swing, co-partners, trading as Swing Brothers, bearing date September 30th, 1919, and recorded in Liber J. F. R. No. 4, folio 17, etc., a Land Record Book for Queen Anne's County. The above four parcels of ground herein described being the same four lots of ground described in a deed dated May 21, 1929, and recorded among the Land Records of Queen Annes County, Maryland, in Liber F.H.T. No. 9, folio 430, which were granted and conveyed by John M. Swing, et al., to Swing Brothers, Incorporated, in fee simple. The improvements on the above 4 parcels of land consist of a Boiler House with the following equipment: 2-70 horse boilers, 1 Steam engine, 1 Knowles Steam Pump 10x6x10, 1 Wagner Steam Pump 6x4x6, 1 Snow Steam pump 4 $\frac{1}{2}$ x 2 $\frac{3}{4}$ x 4, 1 hot water heater, 1 Westinghouse Generator, 1 Worthington Pump 7 $\frac{1}{2}$ x 5 x 6; a tomato Cannery with the following equipment, 1 Monitor Thomas Huntly Washer and Scalding, pipe, belting, shafting and pulleys, 6 wells; a Corn Cannery with the following equipment: 1 Merritt & Soule Cooker and Filler, 8 Process kettles equipped with controls and automatic regulators, 1 Crane, 1 Cooling Tank, 1 Sprague Silker, 1 mixer, 1 washer and all conveyors, 5 Sprague Corn cutters, 2 Fairbanks-Morse Gas Engines, 1 Knapp labelling machine, 1 Ayars Corn Shaker, 1 Bax maker and 2 box Sealers, 1 Morgan Nailer, 2 Fairbanks Scales, 1000 lbs. and 1 Fairbanks scales, 500 lbs., 1 Hero Corn Grader, 1 Grain Fan, 1 Set of 10-ton truck scales, 9 wells, pipe, beltine, shafting and pulleys.

Your Assignee further reports that he did attend the sale in front of the Court House Door in the town of Centreville, Maryland, on Thursday, August 3rd, 1933 between the hours of 2 and 4 o'clock, P.M. and did then and there sell the property as described in said mortgage, located in Queen Annes County, to D. Thompson Swing, at and for the sum and price of \$10,500.00, he being then and there the highest bidder therefor, and the terms of sale have been satisfactorily complied with.

Respectfully submitted,

William J. Rickards
Assignee.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I, Hereby Certify, That on this 8 day of August, 1933, before me, the subscriber, Notary Public of the State of Maryland in and for Caroline County, aforesaid, personally appeared William J. Rickards, Assignee, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Place of
Notary Public
Seal.

Gladys E. Roe
Notary Public.

Filed Aug. 9th, 1933.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
Filed Aug. 9th, 1933.

ASSINGEE'S SALE
OF
VALUABLE REAL ESTATE

Located in the Second Election District at Price's
Station in Queen Anne's County.

Large Canning Factory Equipped for Packing
Tomatoes and Corn, Machinery, Equip-
ment and Attachments.

Under and by virtue of the power of sale contained in a mortgage from Swing Brothers, Incorporated, to the Caroline County Bank, a body corporate, dated June 24th, 1932, said mortgage being assigned to William J. Rickards, for foreclosure and collection which mortgage and assignments are recorded in Liber B. H. T. No. 14, folio 499, one of the Land Record Books for Queen Anne's County, default having occurred in the covenants contained in said mortgage on the part of the mortgagors to be performed, the undersigned as Assignee aforesaid, will offer and expose at public sale to the highest bidder in front of the Court House Door in the town of Centreville Thursday Aug. 3, 1933 between the hours of 2 and 4 o'clock P.M., the following described property:-

Parcel No. 4 - All those four lots, pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, at Price Station, having a frontage of two hundred feet each on Massey Avenue and running back a depth of one hundred feet to the railroad, being lots numbered forty-five, forty-six, forty-seven and forty-eight as laid down on plat of Cooper's sub-division of the Brown-Faithful Land made by F. E. Schnepfe, said plat of record in Liber W. F. W. No. 3, folio 270, a Land Record Book for Queen Anne's County. It being the same land mentioned and described in a deed from Harvey L. Cooper and wife to John M. Swing, David M. Swing and James P. Swing, bearing date July 3, 1913, and recorded in Liber W. F. W. No. 4, folio 329, a Land Record Book for Queen Anne's County.

Parcel No. 5 - All that tract, part or parcel of a tract of land situate in the Second Election District of Queen Anne's County, at Price's Station on Massey Avenue, being Lots Nos. 43 and 44 as laid down on plat of Cooper's sub-division of the Brown-Faithful land, recorded in Liber W. F. W. No. 3, folio 370, one of the Land Records of Queen Anne's County, it being the same land mentioned and described in a deed from Harvey L. Cooper and wife to J. M. Swing, D. M. Swing and J. P. Swing, trading as Swing Brothers, bearing date July 7th, 1915, and recorded in Liber W.F.W. No. 7, folio 334, one of the Land Record Books for Queen Anne's County.

Parcel No. 6 - All that tract, part or parcel of a tract of land situate in the Second Election District of Queen Anne's County, near the village of Price, consisting of Lots Nos. 41 and 42, as laid down on the plat showing the Cooper sub-division of the Brown-Faithful land, made by F. E. Schnepfe, and recorded among the Land Record Books for Queen Anne's County in Liber W. F. W. No. 3, folio 370, and bounded on the north by the right of way of the P. B. & W. R. R. Company, on the south by Massey Avenue, having a frontage on said avenue of four hundred and ninety two and six-tenths feet, and a frontage on said right of way of the P. B. & W. R. R. Company four hundred and sixty-three and three-tenths feet, being part of the land conveyed unto the said Edwin H. Brown, Jr., by J. Frank Harper and T. Alan Goldsborough, by deed dated the second day of March nineteen hundred and sixteen, and recorded in Liber W. F. W. No. 8, folio 520, etc., a Land Record Book for Queen Anne's County, to which deed and plat reference is hereby made for a more full and perfect description of the property hereby conveyed. It being the same land mentioned and described in a deed from Edwin H. Brown, Jr., and wife to John M. Swing, David M. Swing and James P. Swing, Co-partners, trading as Swing Brothers, bearing date October 10, 1916, and recorded in Liber W. F. W. No. 9, folio 380, one of the Land Record Books for Queen Anne's County.

Parcel No. 7 - All that lot or parcel of land, known and distinguished by the Letter "B" on the map hereinafter referred to, situate, lying and being on Massey Avenue, a street or road also shown on said map, at or near Price, a Station on the Queen Anne's & Kent Railroad, with a frontage on said street or road of three hundred and fifty-seven feet and five-tenths of a foot and a depth therefrom of six hundred and ten feet with an even width, and bounded upon one side by a lot of land owned by Andrew Butler known as "Lot A" of said map and upon the side of that other lot of the said Andrew Butler known as "Lot C" of said map; the same lot of land granted and conveyed unto the said Samuel Charles Walls by that name of S. Chas. Walls by Harvey L. Cooper and M. Maud Cooper, his wife, by deed bearing date on the third day of July, nineteen hundred and thirteen, and recorded in Liber W. F. W. No. 5, folio 72, etc., a Land Record Book of Queen Anne's County aforesaid; the map above referred to is recorded in Liber W. F. W. No. 3, folio 370, etc., a Land Record Book of Queen Anne's County aforesaid, and bears upon its face the following designation, to wit: "Plot showing Cooper's sub-division of the Brown-Faithful Land at Price Station, Queen Anne's County, Maryland, May 16, 1913, F. E. Schnepfe, Civil Engineer". It being the same land mentioned and described in a deed from Samuel Charles Walls and wife to John M. Swing, David M. Swing and James P. Swing, Co-partners trading as Swing Brothers, bearing date September 30, 1919, and recorded in Liber J. F. R. No. 4, folio 17, etc., a Land Record Book for Queen Anne's County, the above four parcels being the same four lots of ground described in a deed dated May 21, 1929, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B. H. T. No. 9, folio 430, which were granted and conveyed by John M. Swing et al., to Swing Brothers, Incorporated, in fee simple.

The improvements on the above parcels of land consist of an up to date Tomato Cannery, Corn Cannery and Boiler House located at Price Station, together with the following equipment.

BOILER HOUSE - 2-70 horse boilers, 1 steam engine, 1 Knowles steam pump 10x6x10; 1 Wagener steam pump 6x4x6; 1 Snow steam pump 4½x2½x4; 1 Hot water heater, 1 Westinghouse Generator; 1 Worthington pump 7½x5x6. TOMATO CANNERY - 1 Monitor Wonder Cooker, 1 Exhaust Box; 1 Ayars Filler; 1 Tomato Conveyor; 1 Monitor Thomas Huntley Washer and Scalding; Pipe, belting, shafting and pulleys; 6 wells. CORN CANNERY - 1 Merritt & Soule Cooker and Filler; 8 Process Kettles equipped with controls and automatic regulators; 1 Crane; 1 Cooling tank; 1 Sprague Silker; 1 Mixer; 1 Washer and all conveyors; 5 Sprague Corn Cutters; 2 Fairbanks-Morse Gas Engines; 1 Knapp labelling machine; 1 Ayars Corn Shaker; 1 Box maker and 2 Box Sealers; 1 Morgan Nailer; 2 Fairbanks scales, 1000 lbs., and 1 Fairbanks Scales 500 lbs., 1 Hero Corn Grader, 1 Grain fan, 1 set of 10-ton truck Scales; 9 wells; Pipe, belting, shafting and pulleys.

This factory is one of the most modern and up to date plants on the Eastern Shore of Maryland and offers a rare opportunity to acquire a first class plant for the packing of tomatoes and corn in a fine section of Queen Anne's County.

TERMS OF SALE - The terms of sale are one-third of the purchase money payable in cash on day of sale and the balance thereof in two equal installments payable in six and twelve months from day of sale, deferred payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned Assignee; or all cash at the option of the purchaser. Title papers and U. S. Revenue Stamps at expense of purchaser.

William J. Rickards
Assignee.

J. Elmer Anthony
Auctioneer.

THE CENTREVILLE OBSERVER, Centreville, Md.
August 3, 1933.

The Centreville Observer Publishing Co. hereby certifies that the Assignee's Sale in the case of William J. Rickards, Assignee vs. Swing Brothers, Incorporated 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 July, 1933, being more than twenty days before the third day of August, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

COPY OF
ORDER NISI
Filed Aug. 9, 1933.

NISI

William J. Rickards, Assignee

In the Circuit Court

vs.

For Queen Anne's County

Swing Brothers, Incorporated

In Equity Chancery NO.2962

ORDERED, This 9th day of August, A.D., 1933, that the sale of the real estate and personal property made and reported in this cause by William J. Rickards, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of September, next.

The Report states amount of sales to be \$10,500.00.

Filed Aug. 9th, 1933.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Oct. 24, 1933.

NISI

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

William J. Rickards, Assignee,

Chancery No. 2962

vs

Swing Brothers, Incorporated,

ORDERED, This 9th day of August, A. D. that the sale of the real estate and personal property in this cause made and reported by William J. Rickards, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of September next.

The Report states the amount of sales to be \$10,500.00.

Filed August 9th, 1933.

True Copy
Test-

B. Hackett Turner, Clerk.

B. Hackett Turner, Clerk.

THE CENTREVILLE, CENTREVILLE, Md.
October 24, 1933.

The Centreville Observer Publishing Co. hereby certifies that the Order Nisi in the case of William J. Rickards, Assn. vs. Swing Bros., Inc., 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 August, 1933, being six ty days before the 11th day of October, 1933.

Filed Oct. 24, 1933.

The Centreville Observer Publishing Co.
By Bertha G. Durney

STATEMENT OF MORTGAGE DEBT
Filed October 24, 1933.

William J. Rickards, Assignee,

In the Circuit Court for
Queen Anne's County.

Vs.

In Equity No. 2962 Chy.

Swing Brothers, Incorporated.
SWING BROTHERS INCORPORATED;

TO THE CAROLINE COUNTY BANK.

DR.

To principal of mortgage dated June 24, 1932	\$ 7750.00
Int. from 6/24/33 to 8/3/33	50.38
Total	\$ 7800.38

STATE OF MARYLAND, CAROLINE COUNTY, TO TIW:

I hereby Certify that on this 24th. day of October, Nineteen Hundred and Thirty Three, before me the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared William J. Rickards, Assignee, who made oath in due form of law that there is now due and owing in Swing

Thousand Eight Hundred Dollars and Thirty-eight Cents (\$7800.38).

Place of Notary Public Seal. Witness my hand and Notarial Seal.

Gladys E. Roe
Notary Public

FINAL ORDER OF COURT RATIFYING SALE
Filed November 13th, 1933.

Ordered, this 25th day of October, 1933, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, that the sale of the property mentioned in these proceedings, made and reported in the foregoing Report of Sale by William J. Rickards, Assignee, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although the notice appears to have been given as required by the previous order of this Court. The Assignee is allowed the commissions provided for in said mortgage and all expenses, not personal, when proper vouchers are filed with the Auditor.

Filed November 13th, 1933.

Thomas J. Keating

REPORT AND ACCOUNT OF AUDITOR
Filed Nov. 29, 1933.

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

WILLIAM J. RICKARDS, ASSIGNEE,

Vs.

CAUSE No. 2962.

SWING BROTHERS, INCORPORATED.

To the Honorable, the Judges of said Court:-

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

That the proceedings of this cause have been had for the collection of a mortgage debt due under a mortgage given by Swing Brothers, Incorporated, unto The Caroline County Bank by the sale of the mortgaged property, that the proceeds of sale amounted to \$10,500.00, that the costs incident to the sale and the proceedings of this cause amount to \$1,083.21, so that the net mortgage sale, which represents the equity of redemption of the mortgaged property, is the sum of \$9,416.79.

That the sale mentioned was made under the mortgage given by Swing Brothers, Incorporated, to The Caroline County Bank, made to secure \$7,750.00, dated June 24, 1932, and filed for record with the Clerk of this Court on June 25, 1932, at 9:50 o'clock A. M., as will appear from the original mortgage which has been filed in the above cause.

That the following original mortgages also given by Swing Brothers, Incorporated, have been filed with the auditor for participation in the net proceeds of this cause (and by the auditor filed in this cause):
One given to The Caroline County Bank of Maryland,
One given to The Denton National Bank, Denton, Maryland,
One given to The Peoples Bank of Maryland,
One given to The Hillsboro-Queen Anne Bank,
One given to The Church Hill Bank of Maryland.

That as will appear from these original mortgages each bears date June 24, 1932 (the date of the mortgage of The Caroline County Bank) and each was filed with the clerk of this court for record at the same time the above mentioned mortgage given to the Caroline County Bank was filed, to wit: On June 25, 1932, at 9:50 o'clock A. M.

That each of the mortgages filed as set forth in paragraph 3 above has attached to it the affidavit of the mortgagee as to the amount due thereon with statement thereof which affidavit sets forth the claim that it (said mortgage) is entitled to share pro rata with the mortgage of the Caroline County Bank in distribution of the equity of redemption of this cause, and the auditor has been directed by William J. Rickards Esquire, assignee of last mentioned mortgage, to let each mortgage share pro rata in said distribution.

That in the first of the accounts of the within audit the said assignee as vendor of this cause is charged with the gross amount of the sale of this cause made by him, and is then thereout allowed as follows:
His commissions for making the sale per terms of the mortgage; the Court costs of the cause; the charges of the auctioneer for crying the sale; costs of advertising the sale and the order nisi thereon; state and county taxes in arrear on day of sale, and paid by him; costs of fire insurance of mortgaged improvements procured by holder of the mortgage and the costs of his bond, in accordance with his vouchers exhibited to the auditor; costs of advertising order nisi to be passed as to this audit; and the fee of the auditor.

That the balance of the gross sale remaining after above mentioned allowances is the net sale and is distributed pro rata among all the mortgages mentioned in this report upon the ground that they all stand pari passu and entitled to share in the equity of redemption pro rata. The distribution is made at the rate of .3346974 cents on the dollar.

Which is respectfully submitted,

Madison Brown
Auditor.

November 27, 1933.

Cause No. 2962

The proceeds of the sales of the mortgaged real estate of Swing Brothers, Incorporated body corporate, in account with William J. Rickards, assignee of the mortgage under which the sale of this cause was made and as such the vendor making said sale.

1933 CR.
Aug. 3 By gross proceeds of the sale reported per report of sale filed August 9, 1933, to wit: \$ 10,500.00

1933 DR.
Aug. 3 To William J. Rickards, vendor as aforesaid, for his commissions for making said sale, per terms of said mortgage, to wit: / \$465.00
To do., for the court costs of these proceedings as set forth in the Clerk's statement exhibited, as follows:
Cost of B. H. Turner, clerk, which have been paid per receipt on statement \$30.25
Appearance fee of William J. Rickards as attorney for plaintiff 10.00 40.25
To do., for amount paid J. E. Anthony, auctioneer, for crying sale, per his account with receipt thereon exhibited, to wit: 25.00
To do., for the costs of advertising the sale made and order nisi thereon in Centreville Observer, per account for same with receipt thereon exhibited, to wit: 108.75
To do., for amount of State and County taxes on mortgaged property sold for year 1932, in arrears at time of sale, paid to Anna Q. Skinner, treasurer, as per tax statement with her receipt thereon exhibited, to wit: 179.10
To do., for the costs of his bond filed in this cause with corporate surety thereon, paid said surety, per account for same, receipted and exhibited, to wit: 40.00
To do., for the costs of fire insurance obtained by the mortgage holder upon the mortgaged property, paid by said assignee as per his account for same exhibited, to wit: 198.86
To do., for the costs of advertising the order nisi to be passed as to this account, to wit: 3.75
To Madison Brown, auditor, for stating this account, to wit: 22.50
\$1,083.21
To balance for distribution among the mortgagees, to wit: 9,416.79
\$ 10,500.00 \$ 10,500.00

Madison Brown
Auditor

November 27, 1933.

Cause No. 2962.

The proceeds of the sales of the mortgaged real estate of Swing Brothers, Incorporated, body corporate, in account with William J. Rickards, assignee of the mortgage under which the sale of this cause was made and as such the vendor making said sale.

DISTRIBUTION OF BALANCE AMONG MORTGAGEES

1933 DR.
Aug. 3 To William J. Rickards, assignee of the mortgage given by Swing Brothers, Incorporated, to The Caroline County Bank, on account of his mortgage claim of \$7800.38
thereunder on day of sale, per mortgage statement filed, the sum of \$2610.76
To The Centon National Bank, Denton, Maryland, mortgagee, on account of its mortgage claim of \$4227.30
per statement claim filed the sum of 1414.86
To the Peoples Bank of Maryland, mortgagee, on account of its mortgage claim of 11,504.75
per claim filed the sum of 3874.03
To The Hillsboro-Queen Anne Bank, mortgagee, on account of its mortgage claim of 2,745.23
due thereunder on day of sale, per claim filed, the sum of 918.83

To The Church Hill Bank of Maryland, mortgagee, on account of its mortgage claim of	\$1,787.59	
the sum of		\$ 598.31

Total amount of mortgage claims,	\$ 28,135.25	
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Total amount distributed	\$ 9,416.79	
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CR.

By balance for distribution	\$ 9,416.79	
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November 27, 1933.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT
Filed Nov. 29, 1933.

NISI RATIFICATION OF AUDIT

William J. Rickards, Assignee

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

vs.

Swing Brothers, Incorporated.

Case No. 2962

Ordered, This 29th day of November, in the year nineteen hundred and thirty three, 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 December, 1933, provided a copy of this order be published once a week in each of two successive weeks before the 16th day of December, 1933 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed Nov. 29, 1933.

CERTIFICATE OF PUBLICATION OF AUDIT NISI RATIFICATION
Filed January 25, 1934.

NISI RATIFICATION OF AUDIT

William J. Rickards, Assignee

In the Circuit Court for
Queen Anne's County.

Vs.

Swing Brothers, Incorporated.

In Equity Case No. 2962

ORDERED, This 29th day of November in the year nineteen hundred and thirty three 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 December, 1933; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of December, 1933 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

True Copy
Test:-

B. Hackett Turner, Clerk.

Filed November 29, 1933

THE CENTREVILLE OBSERVER, CENTREVILLE, MD.
January 25, 1934.

The Centreville Observer Publishing Co. hereby certifies that the Nisi Ratification of Audit in the case of William J. Rickards, Assn. vs. Swing Brothers, Inc. 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 November, 1934, being more than two weeks before the 16th day of December, 1934.

The Centreville Observer Publishing Co.
By Bertha G. Durney

FINAL ORDER OF COURT
RATIFYING AUDITOR'S REPORT
Filed January 25, 1934.

ORDERED this 25th day of January, 1934, by the Circuit Court for Queen Anne County, in Equity, that the within report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the previous order of this Court. The Assignee is directed to disburse in accordance therewith with due proportion of interest as the same has been or may be received.

Thomas J. Keating

Filed January 25, 1934.



Cause No. 2970

QUEEN ANNE'S COUNTY, TO WIT: BE IT REMEMBERED that heretofore on the 14th day of October, in the year 1933 the following order to docket suit was filed for record, to wit:

ORDER TO DOCKET SUIT
Filed October 14, 1933.

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

Eliza J. Roberts, Assignee of mortgage now
Eliza J. Roberts Cawman,

Vs.

Cause No.

Edward A. Roberts,
Eliza J. Roberts, his wife.

To B. H. Turner, clerk:

Docket suit on your Chancery Docket in accordance with the above titling and filed in the papers thereof a copy of the mortgage and of the several assignments thereof from Edward A. Roberts and Eliza J. Roberts, his wife, to Mary J. Quackenboss, dated May 26, 1914 and recorded in Liber W. F. W. No. 5, a land record book of Queen Anne's County, on folio 240.

This suit being one for the foreclosure of said mortgage.

Madison Brown
Attorney for the Plaintiff

CERTIFIED COPY OF MORTGAGE
Filed Oct. 14, 1933.

#4321 QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the twenty seventh day of May in the year nineteen hundred and fourteen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty sixth day of May, in the year nineteen hundred and fourteen, by Edward A. Roberts and Eliza J. Roberts, his wife, of Queen Anne's County, in the State of Maryland, Witnesseth:-

WHEREAS, the said Edward A. Roberts and Eliza J. Roberts, his wife, are justly and bona fide indebted unto Mary J. Quackenboss, of Queen Anne's County, in the State of Maryland, being for that amount of cash money this day loaned and advanced by said Mary J. Quackenboss to the said Edward A. Roberts, for which said sum and the interest thereon the said Edward J. Roberts and Eliza J. Roberts, his wife, have passed to the said Mary J. Quackenboss, their seven promissory notes, all bearing even date herewith, and payable at the Centreville National Bank of Maryland, one of them for the said principal sum of Three Hundred Dollars, payable three years after date, and the other six of said notes for the sum of Nine Dollars, each, for interest, payable respectively at six, twelve, eighteen, twenty four, thirty and thirty six months after date; and

WHEREAS, for the purpose of more effectually securing the prompt payment of said principal note 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 said loan.

NOW, THEREFORE, in consideration of the premises and of the sum of Five Dollars, we the said Edward A. Roberts and Eliza J. Roberts, his wife, do grant and convey unto the said Mary J. Quackenboss, in fee simple, the following real estate lying and being in the fifth election district of Queen Anne's County, Maryland, and described as follows, to wit: All that lot of land situated in the fifth election district of Queen Anne's County, Maryland, near "Bryantown", adjoining the property of W. D. Wrightson, and being part of a tract of land called "Hall Farm", lying on the east side of the public road leading from Bryantown to the public landing at Wrightson's Saw and Grist Mill, and beginning for the same at a stone on the east side of said public road at the entrance to W. D. Wrightson's property, and running thence north 79 degrees and 30 minutes east 1 and 3/4 perches; thence north 5 degrees and 45 minutes west 8 and 8/10 perches; then north 81 degrees and 30 minutes west 9 and 2/5 perches; thence south 5 degrees and 45 minutes east, 4 and 3/10 perches; then south 80 degrees and 30 minutes est 13 and 1/5 perches to road; then south 10 degrees and 45 minutes east, 7 and 3/4 perches to the place of beginning, containing one acre and 25 perches of land, more or less, and being the same lans as that described in the deed from Ariannah Delahay, dated November 21st., 1887, and recorded in Liber W. D. No. 1, folios 11 etc., one of the Land Record Books for Queen Anne's County, Maryland, to which deed especial reference is hereby made for an accurate description of the land intended to be herein 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 Edward A. Roberts, his heirs, executors, administrators or assigns shall well and truly pay to the said Mary J. Quackenboss, her successors, executors, administrators or assigns the aforesaid sum of Three Hundred Dollars, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Edward A. Roberts his heirs and assigns shall possess said property.

AND the said Edward A. Roberts, for himself, and for his heirs, executors, administrators and assigns hereby covenant to pay, as they severall 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 full sinurable value in some Company or Companies approved by the said Mary J. Quackenboss, mortgagee, her successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that that proceeds arising from said policy or policies in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand to the mortgagee, her successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured her by shall be due and demandable and the said Mary J. Quackenboss, her executors, administrators or assigns, or J. H. C. Legg, her and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previo--s 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 forcash 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 Edward A. Roberts, or whoever may be entitled to same.

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

Witness their hands and seals.

Test:-
H. F. Roberts
EDWARD A. ROBERTS (SEAL)
ELIZA J. ROBERTS (SEAL)

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

I hereby certify that on this 26th. day of May, 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 Edward A. Roberts and Eliza J. Roberts, his wife, and did each acknowledge the foregoing Mortgage to be their respective act.

H. F. Roberts
Justice of the Peace.

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

I hereby certify that on this 27th. day of May 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 aforesaid, personally appeared Mary J. Quackenboss the within named Mortgagee and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

Wm. E. Thompson
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on twenty third day of August, in the year Nineteen Hundred and twenty one the following assignment was brought to be recorded, to wit:

For value received I hereby assign the within and foregoing mortgage to J. Louis Rhodes for the sum of Three Hundred Dollars with interest from May 26, 1919; without recourse or guarantee to or by me.

As witness my hand and seal this 26th day of May in the year Nineteen hundred and nineteen.

Test: Fred R. Owens
Mary J. Quackenboss (SEAL)

For value received, I hereby assign the within and foregoing mortgage and the note secured thereby unto Eliza J. Roberts, the balance due thereon at the time being the sum of Three Hundred Dollars, with interest from this date.

Witness my hand and seal this 23rd day of August, 1921.

Test: James T. Earle

John L. Rhodes (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 5, folios 240, etc., a Land Record Book for Queen Anne's County.

Place of
Circuit
Court Seal.

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

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND
Filed Oct. 14, 1933.

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of October, in the year 1933, 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, Eliza J. Roberts Cawman, Samuel Cawman and Thomas D. Swann, of Queen Anne's County in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars lawful money of the United States of America to be paid to the said State of Maryland or to its said certain attorney, to which payment well and truly to be made and done we bind ourselves and every 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 twelfth day of October, in the year nineteen hundred and thirty three.

WHEREAS one Edward A. Roberts by a mortgage dated May 26, 1914, and recorded in Liber W. F. W. No. 5, a land record book of Queen Anne's County aforesaid, on folio 240 made to secure the payment of the sum of three hundred dollars therein described did grant the land and property in said mortgage described unto Mary J. Quackenboss who by assignment dated May 26, 1919, did assign said mortgage unto J. Louis Rhodes who by assignment dated August 23, 1921, did assign said mortgage unto Eliza J. Roberts who is now Eliza J. Roberts Cawman by reason of her marriage to said Samuel Cawman.

WHEREAS default has occurred in the covenant of said mortgage by reason of the non-payment of principal mortgage debt therein described and now over due and by reason on non-payment of the interest thereon as well as by reason of non payment of certain State and County Taxes levied on the property.

WHEREAS the said Eliza J. Roberts Cawman, as the assignee of said mortgage is about to sell the mortgaged property under the power of sale contained in said mortgage and conferred thereby upon said Eliza J. Roberts Cawman as assignee of said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Eliza J. Roberts Cawman shall well and truly abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof then this obligation shall be void otherwise same shall remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:
W. D. Price

Eliza J. Roberts Cawman (SEAL)
Samuel Cawman (SEAL)
Thos. D. Swann (SEAL)

And on the back of the foregoing bond was thus endorsed, to wit:
Security approved and Bond filed October 14th. 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, fol. 259, a Bond record book for Queen Anne's County.

Place of
Circuit Court
Seal.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's Co. this 14th. day of October, in the year 1933.

B. Hackett Turner, Clerk.

REPORT OF SALE
Filed Dec. 15, 1933.

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

Eliza J. Roberts, assignee of mortgage
now

Eliza J. Roberts Cawman,

vs.

Cause No. 2970

Edward A. Roberts,
Eliza J. Roberts, his wife.

To the Honorable, the Judges of said Court:-

The report of Eliza J. Roberts Cawman, assignee of the mortgage hereinafter mentioned, hereinafter called "vendor", unto Your Honors respectfully sets forth:

1. That one Edward A. Roberts by a mortgage dated May 26, 1914, and recorded in Liber W. F. W. No. 5, a land record book of said county, on folio 240, made to secure the payment of the debt therein specified (and of which mortgage a duly certified copy has been filed in above cause) did convey the land hereinafter described to Mary J. Quackenboss who assigned the same to J. Louis Rhodes who assigned the same, to your vendor by her then name of Eliza J. Roberts, (for she has become since said assignment Eliza J. Roberts Cawman by marriage) and said assignments will appear from said copy.
2. That prior to the day of sale hereinafter mentioned default occurred in the terms of said mortgage by reason of the non-payment of the principal mortgage debt by reason of non-payment of the interest due and by reason of non-payment of the state and county taxes levied on said property, at the several times provided by the mortgage for the payment of the same.
3. That prior to the day of sale hereinafter mentioned your vendor delivered to the clerk of the Court her bond to the State of Maryland (with sureties thereon) required by her as a condition precedent to the foreclosure of said mortgage under the power of sale therein, which bond the said clerk approved and filed.
4. That your vendor gave notice of the time, place, manner and terms of the sale hereinafter mentioned by advertisement inserted in the Queenstown News, a newspaper published each week in said county, for more than twenty days prior to the day of said sale, which advertisement was continued after the first advertisement in each weekly issue of said paper until the day of sale; a copy of said advertisement duly certified as to its publication by the publisher of said paper is filed herewith as part hereof.
5. That pursuant to said notice of sale your vendor did attend on Saturday, November 18, 1933 at 3 o'clock P.M., in front of the Queenstown Bank in Queenstown, Maryland, and did then and there offer through the medium of James Boyles as Auctioneer at public sale to the highest bidder all the mortgaged property consisting of all that lot of land improved by a frame dwelling house called or known as "The Edward A. Roberts Property" situated in the Fifth Election District of Queen Anne's County, State of Maryland on the east side of the public road leading from Bryantown to the Public Land, adjoining the property of G. G. Wrightson, and containing one acre of land, more or less; and your vendor at the place and time aforesaid did sell said property unto William Howard Walters and Catherine Virginia Walters, his wife, as tenants by the entireties, at and for the sum of three hundred and fifty dollars, they being then and there the highest bidders thereof.

Which is respectfully submitted,

Eliza J. Roberts Cawman
Assignee and Vendor.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 14th day of December in the year nineteen hundred and thirty three, before me, the subscriber, Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared above named Eliza J. Roberts Cawman and she did make oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated to the best of her knowledge and belief and that the sale therein mentioned was fairly made.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

Washington Irving Tuttle
Notary Public

Place
of Notary
Public
Seal.

CERTIFICATE OF ADVERTISEMENT OF REAL ESTATE
Filed Dec. 15, 1933.

MORTGAGE SALE
OF
HOUSE AND LOT
between Gus Wrightson's Store and
Public Landing, in Fifth Election
District of Queen Anne's
County, Md.

Default has occurred in the terms of the mortgage dated May 26, 1914, and recorded in Liber W. F. W. No. 5, folio 240, a land record book of said county, given by Edward A. Roberts to Mary J. Quackenboss, who assigned same to J. Louis Rhodes who assigned the same to Eliza J. Roberts, now by marriage Eliza J. Roberts Cawman, the undersigned, who because of said default will sell in front of Queenstown Bank in Queenstown, Maryland, on Saturday, November 18, '33 at 3 o'clock, P. M., all that lot of land improved by a frame dwelling house called or known as "The Edward A. Roberts Property" situated in the Fifth Election District of Queen Anne's County, Maryland on the east side of the public road leading from Bryantown to the Public Landing, adjoining the store property of G. G. Wrightson and containing 1 acre and 25 perches of land, more or less.

Being the property conveyed by said mortgage to which reference is hereby made for a full description of the land.

Possession will be given on ratification of sale.

TERMS OF SALE- One hundred dolls in cash at time of sale and balance on ratification of sale.

Eliza J. Roberts Cawman
Assignee

Madison Brown, attorney.

THE QUEENSTOWN NEWS QUEENSTOWN, MD.

We hereby certify that the annexed advertisement was inserted in THE QUEENSTOWN NEWS, a newspaper printed and published at Queenstown, in Queen Anne's County, Maryland, once in each of four successive weeks - being more than twenty days before the 18th day of November, 1933.

The Queenstown News
M. W. Aker

Filed Dec. 15, 1933.

COPY OF ORDER NISI
Filed Dec. 15, 1933.

NISI

Eliza J. Roberts, assignee of
mortgage, now Eliza J. Roberts
Cawman,

VS

In the Circuit Court
For Queen Anne's County
In Equity

Edward A. Roberts,
Eliza J. Roberts, his wife.

Chancery No. 2970

ORDERED, This 15th. day of December, A.D., 1933, that the sale of the real estate made and reported in this cause by Eliza J. Roberts Cawman, Assignee & vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th. day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 17th. day of January next.

The Report states the amount of sales to be \$350.00.

B. Hackett Turner, Clerk.

Filed Dec. 15, 1933.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed March 10, 1934.

NISI

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

Eliza J. Roberts, assignee of mortgage,
now Eliza J. Roberts Cawman,

vs.

Edward A. Roberts, Eliza J. Roberts, his wife.

Chancery No. 2970

ORDERED, This 15th day of December, A.D., 1933, that the sale of the real estate made and reported in this cause by Eliza J. Roberts Cawman, Assignee & vendor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 17th day of January next.

The Report states the amount of sales to be \$350.00.

B. Hackett Turner, Clerk.

True Copy
Test:

B. Hackett Turner, Clerk.

Filed Dec. 15, 1933.

THE CENTREVILLE TIMES, CENTREVILLE, MARYLAND.
March 10, 1934.

S. Charles Walls, Jr., publisher of The Centreville Times hereby certifies that the Order Nisi in the case of Eliza J. Roberts, Assn., vs. Edward A. Roberts, Eliza J. Roberts, his wife, a true copy of which is hereto annexed was inserted in The Centreville Times, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland once in each of four successive weeks (The first publication thereof having been made in said newspaper on the sixteenth day of December, 1933) before the 17th day of January, 1934.

THE CENTREVILLE TIMES,
S. Charles Walls publishers
By Bertha G. Durney

STATEMENT OF MORTGAGE DEBT
Filed March 24, 1934.

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

Eliza J. Roberts, assignee of mortgage,
now
Eliza J. Roberts Cawman,

vs.
Edward A. Roberts,
Eliza J. Roberts, his wife.

Cause No. 2970.

STATEMENT OF MORTGAGE DEBT.

The following is a statement of the amount due under the mortgage given by Edward A. Roberts to Mary J. Quackenboss dated May 26, 1914 and recorded in Liber W. F. W. No. 5, folio 240, a land record book of Queen Anne's County, which is the mortgage mentioned and described in the proceedings of the above cause.

Edward A. Roberts, mortgagor,

to

Eliza J. Roberts, assignee of said mortgage, and now Eliza J. Cawman,

To the amount of the principal mortgage debt due at the present time,
to wit: the sum of \$ 300.00

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

I hereby certify that on this 22nd day of March in the year nineteen hundred and thirty four, before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Eliza J. Cawman formerly Eliza J. Roberts assignee as Eliza J. Roberts of the mortgage mentioned above, and she did make oath in due form of law that the foregoing is a true statement of the principal mortgage indebtedness due to her under said mortgage on November 18, 1933, the date of the sale above mentioned, and now due to her under said mortgage to the best of her knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

Washington Irving Tuttle
Notary Public.

Place of
Notary Public
Seal.

Com. ex. May 1, 1935.

Filed March 24, 1934.

FINAL ORDER OF COURT RATIFYING SALE
Filed April 14th, 1934.

ORDER OF COURT

Ordered this 14th day of April, in the year nineteen hundred and thirty four by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of said court that the sale made by Eliza J. Roberts Cawman as assignee of the mortgage from Edward A. Roberts mentioned and described in the proceedings of this cause, set forth in the within and foregoing Report of Sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi or conditional order passed December 15, 1933 in this cause in relation to said sale and the said report thereof
And it is further ordered that the proceedings of this cause be and the same are hereby referred to Edwin H. Brown, Jr. as special auditor, Madison Brown, the auditor of the court, appearing interested in this case as attorney of said assignee, with instructions to the said special auditor to state and return to this court an account or audit between the proceeds of the sale of the cause and the said assignee.

Thomas J. Keating

Filed April 14th, 1934.

REPORT AND ACCOUNT OF THE SPECIAL AUDITOR
 Filed May 22, 1934.

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

Eliza J. Roberts, Assignee of Mortgage, now
 Eliza J. Roberts Cawman

vs.

Cause No. 2970

Edward A. Roberts,
 Eliza J. Roberts, his wife

To the Honorable, the Judges of said Court:

The report of Edwin H. Brown, Jr. as special auditor appointed by order passed in this cause, unto Your Honors respectfully sets forth:

That prior to stating this account he took before the clerk of this court the oath required of his as said auditor.

That he has stated the within account by first charging Eliza J. Roberts Cawman, the vendor, with the gross amount of the sale made and reported herein by her and then allowing thereout as follows:

To said Vendor her commissions for making sale, costs of advertising sale and orders nisi of this cause, court costs and auditors fee.

The balance remaining after the allowances mentioned of the amount so charged to the vendor is by the within account distributed unto the said Eliza J. Roberts Cawman, as assignee of the mortgage in part payment of said mortgage claim.

Respectfully submitted,

Edwin H. Brown, Jr.
 Special Auditor.

May 22, 1934.

Cause No. 2970

The proceeds of the sale of the mortgaged real estate of Edward A. Roberts, mortgagor, in account with Eliza J. Roberts Cawman, assignee and vendor making the sale of this cause.

CR.

1933			
Nov. 18	By amount of the gross sale of said real estate		
	per report filed.		\$ 350.00

DR.

1933			
Nov. 18	To Eliza J. Roberts Cawman for her commissions		
	for making sale, per terms of mortgage, the		
	sum of	\$ 24.50	
	To do., for court costs of this cause per		
	Clerk's statement		
	Costs of B. H. Turner, Clerk, as per		
	receipt, \$18.75		
	Appearance fee of Madison Brown,		
	as per receipt 10.00	28.75	
	To do., for costs of advertising sale in		
	Queenstown News per account,	7.50	
	To do., for costs of advertising order nisi		
	on sale,	5.00	
	To do., for costs of advertising order nisi		
	on audit,	2.50	
	To Edwin H. Brown, Jr. Special Auditor for		
	stating this account, the sum of	4.50	
	To Eliza J. Roberts Cawman, as assignee this		
	balance on account of her mortgage claim .	277.25	
		<hr/>	
		\$ 350.00	\$ 350.00

Edwin H. Brown, Jr.
 Special Auditor.

May 22, 1934.

NISI RATIFICATION OF AUDIT
 Filed May 22, 1934.

NISI RATIFICATION OF AUDIT

Eliza J. Roberts, Assignee of
 mortgage now Eliza J. Roberts Cawman,

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

Vs.

Edward A. Roberts and Eliza J.
 Roberts, his wife.

CASE NO. 2970

ORDERED, This 22nd day of May in the year nineteen hundred and thirty four, that the Report and Account filed in these proceedings by Edwin H. Brown, Jr. Special Auditor, be ratified and confired, unless cause to the contrary thereof be shown on or before the 18th. day of June, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of June, 1934. in some news-

paper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed May 22nd. 1934.



CHANCERY NO. 2973.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Thirtieth day of October, in the year nineteen hundred and thirty three, the following Bond for foreclosure was filed for record, to wit:

Queen Anne's County, to wit: Be it remembered that on the thirtieth day of October, in the year 1933, the following Bond was filed for recorded, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Wesley E. Thawley, as principle, and Elias W. Nuttle, Frank L. R. Nuttle and Fred B. Nuttle, as sureties, all of Caroline County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand dollars (\$2000.00) to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made, we bind ourwelves and each of us, our heirs, personal representatives and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 27th. day of October, in the year of our Lord one thousand nine hundred and thirty three.

Whereas the above bounden, Wesley E. Thawley by virtue of a power of sale contained in a mortgage from William H. Tolson, Jr. and Della Marie Tolson, his wife, to Elias W. Nuttle, Frank L. R. Nuttle and Fred B. Nuttle, co-partners trading as Nuttle Lumber and Coal Company, bearing date the 25th. day of September, 193, and recorded among the mortgage records for Queen Anne's County, Maryland, in Liber B. H. T. No. 13, folio 428, which said mortgage has been duly assigned to Wesley E. Thawley for the purpose of foreclosure and collection, and the said Wesley E. Thawley is about to sell the lands and premises described in said mortgage, default having been made in the payment of the m oney as specified, and in the conditions and covenants therein contained.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, Wesley E. Thawley does and shall well, truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of equity in relation to the 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:

Mary L. Bunney.

Wesley E. Thawley (SEAL) Principal
Fred B. Nuttle (SEAL)
Frank L. R. Nuttle (SEAL)
Elias W. Nuttle (SEAL) Sureties.

The foregoing bond and sureties approved this 30th. day of October, 1933. Filed Oct. 30th. 1933. B. Hackett Turner, Clerk.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I hereby certify that if the within Bond and sureties were offered in the Circuit Court for Caroline County, the same would be accepted.

Test: T. Clayton Horsey. Clerk of Circuit Court for Caroline County.

Seal's Place.

Filed October 30th. 1933.

And on the back of the foregoing Bond was thus endorsed, to wit:- Security approved and Bond filed October 30th. 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoign is truly taken and copied from Liber B. H. T. No. 1, fol. 256 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 30th. day of October, in the year 1933.

B. HACKETT TURNER Clerk.

Seal's Place.

CERTIFIED COPY OF MORTGAGE Filed Oct. 30, 1933.

..... #15,184. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the twenty eighth day of September, in the year nineteen hundred and thirty one, the following Mortgage was brought to be recorded, to wit:

(Twenty fifth)

THIS MORTGAGE, Made this 25th day of September, in the year Nineteen Hundred and Thirty-one, by William H. Tolson, Jr. and Della Marie Tolson, his wife, of Queen Anne's County, State of Maryland.

WHEREAS, we owe and are justly indebted unto Elias W. Nuttle, Frank L. R. Nuttle and Fred B. Nuttle, co-partners trading as Nuttle Lumber and Coal Company, of Denton, Maryland, in the full and just sum of Twelve Hundred Five Dollars and Twenty Cents (\$1205.20) and have drawn and passed to the said Nuttle Lumber and Coal Company our certain promissory note in the amount of Twelve Hundred Dollars and Twenty Cents (\$1205.20), bearing even date herewith and payable six months after date at the Denton National Bank of Denton, Maryland: in order to better secure the prompt payment of said promissory note, as also any renewal, renewals or part renewals thereof, this mortgage is executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the further sum of One Dollar, we, the said William H. Tolson, Jr. and Della Marie Tolson, his wife, do hereby grant and convey unto Elias W. Nuttle, Frank L. R. Nuttle and Fred B. Nuttle, co-partners trading as Nuttle Lumber and Coal Company, their heirs, successors or assigns, the following described property in fee simple:

ALL that lot or parcel of land situate, lying and being in the village of Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland, on the northerly side of (but not immediately adjacent thereto) the state road leading from Queenstown, through said village of Grasonville, to Kent Island, adjoining other property of Hattie L. Tolson on the south and east, the property of (or formerly of) John F. Curlett on the north and the property of the Methodist Protestant Church on the west, and more particularly described as follows, towit:- BEGINNING FOR the same at a cement post at the point where the property hereby conveyed, corners with the said Curlett property and the said Church property at the northwest corner of the property hereby conveyed, and running thence by and with the said Curlett property in an easterly direction a distance of eighty-one (81) feet to another cement post, a corner for the property hereby conveyed and the said other property of Hattie L. Tolson; thence by and with the said Hattie L. Tolson property and at a right angle to said first mentioned line in a southerly direction, a distance of eighty-nine (89) feet to another cement post, another corner for the property hereby conveyed and the said other property of Hattie L. Tolson; thence still by and with the said Hattie L. Tolson property parallel with said first mentioned line and at a right angle to said second mentioned line in a westerly direction, a distance of eighty-one (81) feet to another cement post, another corner for the property hereby conveyed and the said Church property; and thence by and with said Church property in a northerly direction, a distance of eighty nine (89) feet to the said place of beginning, containing seventy two hundred and nine (7,209) square feet of land, more or less; being a part of the same land which was granted and conveyed unto William Henry Tolson, now deceased, and the said Hattie L. Tolson, his widow, as tenants by the entireties, by Fred R. Owens, Trustee, by deed bearing date the 8th day of September, 1924, and recorded in Liber B. H. T. No. 2, folios 303, etc., a land record book for Queen Anne's County, Maryland. It being the same land mentioned and described in a deed from Hattie L. Tolson, widow, to William H. Tolson, Jr. and Della Marie Tolson, his wife, bearing date the 28th day of March, 1931 and recorded in Liber B. H. T. No. 13, folio 189, 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, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

PROVIDED, that if we shall pay or cause to be paid the aforesaid promissory note and all renewal notes as hereinbefore set forth, punctually according to the tenor of same and perform all the covenants herein contained, then this mortgage shall be void. And until default we may possess said property and we covenant to pay as they severally fall due the said note and all renewal or renewals thereof as aforesaid, all taxes that may be levied on said property when the same shall become due and payable, all prior existing liens, and all costs and attorneys commissions and charges incurred in the collection of said promissory note, and to insure immediately and pending the existence of this mortgage to keep insured, the improvements on said premises to the amount of at least their insurable value in some insurance company to be first approved by the mortgagees, their personal representatives or assigns, and to have the policy so framed and endorsed that the proceeds thereof shall be applied to the payment of the indebtedness aforesaid; but in case of default of any covenant herein, then the whole debt hereby secured shall be immediately due and demandable and the said mortgagees, their personal representatives or assigns, or Wesley E. Thawley, their attorney, are hereby authorized to sell said mortgaged property pursuant to law and convey the same to the purchaser and upon the following terms, viz; cash on day of sale or for cash and credit at the option of the person making such sale, and to apply the proceeds to the payment of, First, all expenses incident to such sale, including commissions to the person selling, equal to the commissions mentioned in the aforesaid promissory note; Second, all moneys owing

on said note or notes aforesaid, and Third, the balance to us or to whoever may be entitled to the same.

AS WITNESS the hand and seals of the said mortgagors.

TEST: EDWARD E. COURSEY WILLIAM H. TOLSON JR. (SEAL)

DELLA MARIE TOLSON (SEAL)

STATE OF MARYLAND, QUEEN ANNE COUNTY, TO WIT:

(Twenty Fifth)

I HEREBY CERTIFY, That on this 25th day of September, in the year Nineteen Hundred and Thirty-one, before me, the subscriber, a Notary Public of the State of Maryland in and for County aforesaid, personally appeared William H. Tolson, Jr. and Della Marie Tolson, his wife, and acknowledged the foregoing mortgage to be their act; and now at the same time before me, also appeared Elias W. Nuttle, Treasurer and Manager of the Nuttle Lumber and Coal Company, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and did further make oath as aforesaid, that he is the Treasurer and Manager of the Nuttle Lumber and Coal Company and duly authorized to make this affidavit.

WITNESS my hand and notarial seal.

EDWARD E. COURSEY

Notary Public.

Notary Public Seal.

Queen Anne's County, to wit: Be it remembered that on the thirtieth day of October, in the year 1933, the following Assignment was brought to be recorded, to wit:-

The within and foregoing mortgage is hereby assigned to Wesley E. Thawley for the purpose of foreclosure and collection.

Witness our hands and seals this 27th day of October, 1933,

ELIAS W. NUTTLE (SEAL)

Witness:

FRANK L. R. NUTTLE (SEAL)

HELEN E. GEORGE

FRED B. NUTTLE (SEAL) Co-Partners, trading as NUTTLE LUMBER & COAL COMPANY OF DENTON, MD.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 13, 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 Thirtieth day of October, in the year nineteen hundred and thirty three.

Seal's Place.

B. HACKETT TURNER Clerk.

REPORT OF SALE Filed Nov. 28, 1933.

Wesley E. Thawley, Assignee,

In the Circuit Court for Queen Anne's County

vs.

In Equity. Chy. No.

William H. Tolson, Jr. and Della Marie Tolson, his wife

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Wesley E. Thawley, Assignee, in the above entitled case, respectfully shows:

1. That William H. Tolson, Jr. and Della Marie Tolson, his wife, executed and delivered to Elias E. Nuttle, Frank L. R. Nuttle and Fred B. Nuttle, co-partners trading as Nuttle Lumber and Coal Company, a mortgage bearing date the 25th day of September, 1931, which said mortgage is duly recorded among the Mortgage Record Books for Queen Anne's County, Maryland in Liber B. H. T. No. 13, folio 428, and which said mortgage has been duly assigned to Wesley E. Thawley for collection on the _____ day of October, 1933, as will appear by reference to a certified copy of said mortgage filed in these proceedings as part hereof, and marked "Exhibit A".

2. That after default had occurred in the covenants and conditions of said mortgage, and after having given bond for the faithful performance of his trust, and after having complied with all the other pre-requisites as prescribed by law and the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in The Centreville Observer, a weekly newspaper printed and published in Queen Anne's County for more than twenty days before the day of sale, as will fully appear by reference to a copy of said advertisement with printer's certificate filed herewith as part hereof, and marked "Exhibit B".

The said Wesley E. Thawley, Assignee, did, pursuant to said notice, attend on front of the Court House door in the town Centreville, Queen Anne's County, Maryland, on Tuesday, November 28th, 1933, between the hours of two and three o'clock P. M., and then and there proceeded to sell said property in the manner following:- That the said Wesley E. Thawley, Assignee, offered at public sale to the highest bidder, the property mentioned in said mortgage, and described as follows:

ALL that lot or parcel of land situate, lying and being in the village of Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland, on the northerly side of (but not immediately adjacent thereto) the state road leading from Queenstown, through said village of Grasonville, to Kent Island, adjoining other property of Hattie L. Tolson on the south and east the property of (or formerly of) John F. Curlett on the north and the property of the Methodist Protestant Church on the west, and more particularly described as follows, to wit: BEGINNING for the same at a cement post at the point where the property hereby conveyed, corners with the said Curlett property and the said Church property at the northwest corner of the property hereby conveyed, and running thence by and with the said Curlett property in an easterly direction a distance of eighty-one (81) feet to another cement post, a corner for the property hereby conveyed and the said other property of Hattie L. Tolson; thence by and with the said Hattie L. Tolson property and at a right angle to said first mentioned line in a southerly direction, a distance of eighty-nine (89) feet to another cement post, another corner for the property hereby conveyed and the said other property of Hattie L. Tolson; thence still by and with the said Hattie L. Tolson property parallel with said first mentioned line and at a right angle to said second mentioned line in a westerly direction, a distance of eighty-one (81) feet to another cement post, another corner for the property hereby conveyed and the said Church property; and thence by and with said Church property in a northerly direction, a distance of eighty-nine (89) feet to the said place of beginning, containing SEVENTY-TWO HUNDRED AND NINE (7209) SQUARE FEET OF LAND, more or less. It being the same land mentioned and described in a deed from Hattie L. Tolson, widow, to William H. Tolson, Jr. and Della Marie Tolson, his wife, bearing date the 28th day of March, 1931 and recorded in Liber B. H. T. No. 13, folio 189, a Land Record Book for Queen Anne's County, aforesaid.

4. That Wesley E. Thawley, Assignee, in accordance with the advertisement, sold the same to Elias W. Nuttle, Frank L. R. Nuttle and Fred B. Nuttle, co-partners trading as Nuttle Lumber and Coal Company at and for the price and sum of One Thousand (\$1000.) Dollars, they being at that price the highest bidder therefor. The terms of sale were one-third cash on day of sale and balance upon ratification of sale, or all cash on day of sale at the option of the purchaser. Deferred payment, if any, to bear interest from day of sale and to be secured to the satisfaction of the Assignee. Title papers and United States Revenue Stamps at expense of purchaser.

Your Assignee further reports that the terms of sale have been satisfactorily complied with.

Respectfully submitted,

WESLEY E. THAWLEY
Assignee.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of November, Nineteen Hundred and Thirty-three, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County, aforesaid, personally appeared Wesley E. Thawley, Assignee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth, to the best of his knowledge and belief, and that the sale therein reported was fiarly made.

WITNESS my hand and Notarial Seal.

HELEN E. GEORGE
Notary Public.

Notary
Public
Seal.

Filed Nov. 28th, 1933.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed Nov. 28, 1933.

ASSIGNEE'S SALE
of Valuable

REAL ESTATE
In the Town of Grasonville

Under and by virtue of a power of sale contained in a mortgage from William H. Tolson, Jr., and Della Marie Tolson, his wife, to Elias W. Nuttle, Frank L. R. Nuttle and Fred B. Nuttle, co-partners trading as Nuttle Lumber and Coal Company, bearing date the 25th day of September, 1931 and duly of record in Liber B. H. T. No. 13, folio 428, one of the Mortgage Record Books for Queen Anne's County, Maryland, which said mortgage has been duly assigned to Wesley E. Thawley for the purpose of foreclosure and collection; default having been made in the covenants and conditions in said mortgage contained; the undersigned assignee will offer and expose at public sale on TUESDAY, NOV. 28th, 1933 between the hours of two and three o'clock, P. M. in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the village of Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland, on the northerly side of (but not immediately adjacent thereto) the state road leading from Queenstown, through said village of Grasonville, to Kent Island, adjoining other property of Hattie L. Tolson on the south and east, the property of (or formerly of) John F. Curlett on the north and the property of the Methodist Protestant Church on the west, and more particularly described as follows, to wit: BEGINNING for the same at a cement post at the point where the property hereby conveyed, corners with the said Curlett property and the said Church property at the northwest corner of the property hereby conveyed, and running thence by and with the said Curlett property in an easterly direction a distance of eighty-one (81) feet to another cement post, a corner for the property hereby conveyed and the said other property of Hattie L. Tolson; thence by and with the said Hattie L. Tolson property and at a right angle to said first mentioned line in a southerly direction, a distance of eighty-nine (89) feet to another cement post, another corner for the property hereby conveyed and the said other property of Hattie L. Tolson; thence still by and with the said Hattie L. Tolson property parallel with said first mentioned line and at a right angle to said second mentioned line in a westerly direction, a distance of eighty-one (81) feet to another cement post, another corner for the property hereby conveyed and the said Church property; and thence by and with said Church property in a northerly direction, a distance of eighty-nine (89) feet to the said place of beginning, containing SEVENTY-TWO HUNDRED AND NINE (7209) SQUARE FEET OF LAND, more or less. It being the same land mentioned and described in a deed from Hattie L. Tolson, widow, to William H. Tolson, Jr. and Della Marie Tolson, his wife, bearing date the 28th day of March, 1931 and recorded in Liber B. H. T. No. 13, folios 189, a Land Record Book for Queen Anne's County, aforesaid.

IMPROVEMENTS

The improvements consist of a six-room frame bungalow.
The property is new and equipped with electric lights.

TERMS OF SALE

The terms of sale will be one-third cash on day of sale and balance upon ratification of sale, or all cash on day of sale at the option of the purchaser. Deferred payment, if any, to bear interest from day of sale and to be secured to the satisfaction of the undersigned Assignee. Title papers and United States Revenue Stamps at expense of purchaser.

WESLEY E. THAWLEY,
Assignee.

ELMER ANTHONY
Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., Nov. 28, 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Wesley E. Thawley, Assn. vs. William H. Tolson and Della Marie Tolson 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 2d day of November, 1933, being more than twenty days before the 28th day of November 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

STATEMENT OF MORTGAGE INDEBTEDNESS
Filed Nov. 28, 1933.

STATEMENT OF MORTGAGE INDEBTEDNESS

To amount of principal due upon mortgage	\$1205.00
To interest accrued to November 28, 1933	<u>135.16</u>
Total amount due	\$1340.16

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of November, Nineteen Hundred and Thirty-three, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County, aforesaid, personally appeared Elias W. Nuttle, Manager of the Nuttle Lumber and Coal Company, and made oath in due form of law that the above Statement of mortgage Indebtedness is correct and true as above stated.

WITNESS my hand and Notarial Seal.

HELEN E. GEORGE

Notary Public.

Notary
Public
Seal.

Attached to the above statement is the following note, to wit:

#1205.20	Denton, Maryland, March 25th 1933	\$1205.20
		<u>36.16</u>
	Six Months after date, for value received, we promise to pay to the order of THE NUTTLE LUMBER & COAL COMPANY	\$1169.04
		Due
	ONE THOUSAND TWO HUNDRED FIVE-----20/100 DOLLARS	Expr. 27

AT THE DENTON NATIONAL BANK

And all costs and ten per centum commissions for collecting the same, and I, we or either of us, whether makers, securities or endorsers, hereby confess judgment, to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemptions waived.

P. O. Grasonville, Md.	01564	WM. H. TOLSON JR.
		DELLA M. TOLSON

And on the back of the foregoing note is thus endorsed, to wit:

Nuttle Lumber & Coal Co.
By Elias W. Nuttle

ORDER NISI

Wesley E. Thawley, Assignee,	:	In the Circuit Court
vs.	:	For Caroline County
William H. Tolson, Jr. and Della Marie Tolson, his wife.	:	In Equity. Cy. No. 2973
	:	

ORDERED this 28th day of November, 1933, that the sale of the property mentioned in these proceedings, made and reported by Wesley E. Thawley, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the first day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the first day of January next.

The report states the amount of sale to be \$1000.

B. HACKETT TURNER
Clerk.

Filed Nov. 28th, 1933.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Feb. 3, 1934.

ORDER NISI

Wesley E. Thawley, Assignee,
VS.
William H. Tolson, Jr., and Della
Marie Tolson, his wife.

In the Circuit Court for Queen Annes County In Equity. Chancery No. 2973

ORDERED, this 28th day of November, 1933, that the sale of the property mentioned in these proceedings, made and reported by Wesley E. Thawley, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the first day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the first day of January next.

The report states the amount of sale to be \$1,000.00.

B. HACKETT TURNER, Clerk
Filed November 29, 1933
True Copy
TEST: B. HACKETT TURNER, Clerk

THE CENTREVILLE OBSERVER

Centreville, Md., February 3, 1934

The Centreville Observer Publishing Co. hereby certifies that the Order Nisi in the case of Wesley E. Thawley, Assn. vs. William H. Tolson, Jr. and Delia Marie Tolson, 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 30th day of November, 1933, being more than four weeks before the first day of January, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Feby. 3, 1934.

ORDER OF COURT
Filed Feb. 5, 1934.

ORDERED this fifth day of February by the Circuit Court for Queen Anne's County, in equity, and by the authority thereof that the sale made and reported by Wesley E. Thawley, Assignee, in the above entitled cause, be, and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given by Order Nisi passed the 28th day of November, 1933, in said cause.

Filed Feby 5, 1934.

THOMAS J. KEATING

REPORT AND ACCOUNT OF THE AUDITOR
Filed Feby. 22, 1934.

To do., for State and County taxes on the mortgaged land so sold for the year 1932 \$16.43
 for year 1933 ; 10.47
 per tax statements exhibited showing unpaid taxes, sum of 26.90

To do., for the cost of advertising the order nisi to be passed as to this account of auditor, to wit: sum of 3.00

To Madison Brown, auditor, for stating this account 4.50
 \$216.65

To balance now distributed unto Wesley E. Thawley as assignee of said mortgage in part payment of the mortgage debt 783.35

\$1,000.00 \$1,000.00

February 22, 1934

MADISON BROWN
Auditor.

Filed Feby. 22, 1934.

NISI RATIFICATION OF AUDIT

Wesley E. Thawley, Assignee <p style="text-align: center;">VS.</p> William H. Tolson, Jr. Della Marie Tolson, his wife)))))	IN THE CIRCUIT COURT <p style="text-align: center;">FOR QUEEN ANNE'S COUNTY</p> <p style="text-align: center;">IN EQUITY</p> <p style="text-align: center;">CASE No. 2973.</p>
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ORDERED, This 22nd. day of February, in the year nineteen hundred and 34 that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 17th. day of March, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 10th day of March, 1934 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed Feby. 22nd. 1934.

CERTIFICATE OF PUBLICATION OF
 NISI RATIFICATION OF AUDIT
 Filed June 9, 1934.

NISI RATIFICATION OF AUDIT

In the Circuit Court For Queen Anne's County In Equity Case No. 2973

Wesley E. Thawley, Assignee
 VS.
 William H. Tolson, Jr.,
 Della Marie Tolson, his wife.

ORDERED, This 22nd day of February, in the year nineteen hundred and thirty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 17th day of March, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 10th day of March, 1934 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk
 True Copy-
 Test: B. HACKETT TURNER, Clerk
 Filed February 22nd, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md. June 9, 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that
 the Nisi Ratification of Audit in the case of Wesley E. Thawley, Assn., vs.

William H. Tolson, Jr., and Della Marie Tolson 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 22 day of February 1934, being more than two weeks before the 10th day of March 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By BERTHA G. DURNEY

Filed June 9-1934.

ORDER OF COURT
Filed June 16, 1934.

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

Wesley E. Thawley,
Assignee,

vs.

William H. Tolson, Jr.
and Della Marie Tolson,
his wife.

Cause No. 2973.

It is on this 9th day of June in the year nineteen hundred and thirty four by the Circuit Court for Queen Anne's County, in Equity ORDERED that the Report and Account of the Auditor, above set forth, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi heretofore passed in this cause in relation to said report and account and Wesley E. Thawley, assignee and vendor of the cause, is ordered to distribute the proceeds of sale in accordance with said report with a due proportion of interest received and to be received on the credit sales to his commissions and to the mortgage claim.

THOMAS J. KEATING

Filed June 16th, 1934.



CHANCERY NO. 2992.

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

WILLIAM R. HORNEY,
Assignee of mortgage,

vs.

RICHARD E. MATTHEWS, and
CARRIE J. MATTHEWS, 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 Richard E. Matthews and Carrie J. Matthews, his wife, to Georgie N. Boyer, bearing date the 3rd day of January, 1919, and of the assignment thereof from Georgie N. Boyer to William R. Horney, bearing date the 16th day of October, 1933, said mortgage and assignment being recorded in Liber J. F. R. No. 1, folios 529, 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 April 27th, 1934.

CERTIFIED COPY OF MORTGAGE
Filed April 27, 1934.

6808. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the ninth day of January, in the year nineteen hundred and nineteen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this third day of January, in the year nineteen hundred and nineteen by Richard E. Matthews and Carrie J. Matthews, his wife, of County, in the State of Pennsylvania, WITNESSETH:

Whereas, the said Richard E. Matthews, is justly and bona fide indebted unto Georgie N. Boyer, of Queen Anne's County, in the State of Maryland, in the full and just sum of Twenty five hundred dollars, being for that amount of cash money this day loaned and advanced by the said Georgie N. Boyer to the said Richard E. Matthews, to enable the said Richard E. Matthews to finish paying the balance of the purchase money due and owing by him on the hereinafter described real estate; and whereas, it was a condition precedent to the making of the said loan by the said Georgie N. Boyer to the said Richard E. Matthews, that the said principal sum of twenty five hundred dollars (which is to be due and payable within three years from the date of these presents) and the interest to accrue thereon during the said period of three years (which is payable semi-annually during said period of three years) was to be secured and assured by the execution of these presents.

Now, therefore, in consideration of the premises and of the sum of One dollar, we the said Richard E. Matthews and Carrie J. Matthews, his wife, do hereby grant and convey unto Georgie N. Boyer, her heirs and assigns forever in fee simple, the following described real estate, to wit: Tract No. 1. All that part of the Mary Davis Farm situate, lying and being in Queen Anne's County, State of Maryland, on the south side of the public road from Clark's Corner to Ingleside, adjoining the land of the heirs of James Meredith and the lands of Charles Anthony, and containing 82 acres of land, more or less; No. 2 All that tract of or part of a tract of or parcel of land situate in the Second Election District of Queen Anne's County, in the State of Maryland, on the north side of the public road leading from Clark's Corner ro Ingleside, adjoining the lands of William D. Smith, John W. Porter and containing 12 acres of land and 1 rood of land, more or less, both tracts being now farmed as one farm and lying

on both sides of the road from Clark's Corner to Ingleside and containing in the said farm 94 acres and 1 rood of land, more or less, and being the same land as that described in the deed from J. H. C. Legg, Assignee to Richard E. Matthews, bearing even date with these presents, and intended to be recorded among the land record books of Queen Anne's County, Maryland in Liber J. F. R. No. , immediately preceding these presents, to which deed and the references therein contained especial reference is hereby made for an accurate description of the land intended to be herein conveyed.

TOGETHER with 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 E. Matthews, his heirs, executors, administrators or assigns shall well and truly pay to the said Georgie N. Boyer, her successors, executors, administrators or assigns the aforesaid sum of twenty five hundred dollars within the period of three years from January 1st. 1919, and the interest thereon from January the 1st. 1919, each six months during the continuance of this loan, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his or their part to be perform, then this mortgage shall be void; and until default be made in the premises the said Richard E. Matthews, his heirs and assigns shall possess said property.

AND the said Richard E. Matthews for himself and for his heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of their full insurable value in some Company or Companies approved by the said Georgie N. Boyer her successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, her successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Georgie N. Boyer her executors, administrators or assigns, or J. H. C. Legg, her and their hereby duy constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County Maryland and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including 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 E. Matthews or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Georgie N. Boyer her executors, administrators, successors or assigns, or J. H. C. Legg, 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 Richard E. Matthews for himself, and for his heirs, executors, administrators and assigns, hereby covenants to pay,

Witness their hands and seals.

Richard E. Matthews. (SEAL)

Test: Regina E. G. C. Cann.

Carrie J. Matthews. (SEAL)

State of Pennsylvania, County of City of Philadelphia, to wit:

I hereby certify that on this sixth day of January, in the year nineteen hundred and nineteen before me, the subscriber, a Notary Public of the State of Pennsylvania, in ans_ for the County of Philadelphia, and

City of Philadelphia, duly commissioned and qualified, personally appeared Richard E. Matthews and Carrie J. Matthews, his wife, and did each acknowledge the foregoing mortgage to be their respective act. In testimony whereof I have hereunto set my hand and affixed my Notarial seal the day and year first above written.

Notary Public
No. 3811 Lancaster Ave.
Phila. My Commission expires March 25, 1921.

Regina E. G. McCann.
Notary Public.

Seal's
Place.

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

I hereby certify that on this seventh day of January, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Georgie N. Boyer, the within named mortgagee and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

C. S. Jump
Justice of the Peace.

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

For value received, I, Georgie N. Boyer, do hereby transfer and assign the within and foregoing mortgage unto William R. Horney, for the purpose of collection by foreclosure or otherwise, with interest from the 3rd. day of January, 1930.

Witness my hand and seal, this 16th. day of October,
1933.

Test: Hilda T. Seward.

Georgie N. Boyer. (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1, folio 529 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 27th. day of April, in the year 1934.

Seal's
Place.

B. HACKETT TURNER Clerk.

CERTIFIED COPY OF BOND
Filed May 24, 1934.

Queen Anne's County, to wit: Be it remembered that on the twenty fourth day of May, in the year 1934, the following Bond was filed for record, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of twenty five hundred dollars (\$2500.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our 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 24th. day of May, in the year nineteen hundred and thirty four.

WHEREAS, a certain mortgage from Richard E. Matthews and Carrie J. Matthews, his wife, to Georgie N. Boyer, bearing date the third day of January, 1919, and recorded in Liber J. F. R. No. 1, folios 529 etc. a land record book for Queen Anne's County aforesaid, was by the said Georgie N.

Boyer duly assigned to the said William R. Horney, by assignment bearing date the 16th. day of October, 1933, 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 sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof;

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

William R. Horney (SEAL)

Signed, sealed and delivered in the presence of:

Hilda T. Seward
Attest: Hilda T. Seward

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

Seal's Place.

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

Security approved and Bond filed May 24th. 1934.
B. Hackett Turner, Clerk

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 269 etc., a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County; this 24th. day of May, in the year 1934.

B. HACKETT TURNER
Clerk.

REPORT OF SALE
Filed May 30, 1934.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.

RICHARD E. MATTHEWS and
CARRIE J. MATTHEWS, his wife,
Mortgagors.

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

Cause No. 2992.

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 therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from Richard E. Matthews and Carrie J. Matthews, his wife, to Georgie N. Boyer, bearing date the 3rd day of January, 1919, and recorded in Liber J. F. R. No. 1, folios 529, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by the said Georgie N. Boyer, duly assigned to the said William R. Horney, by assignment bearing date the 16th day of October, 1933, 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 hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said William R. Horney, Assignee of Mortgage, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the 29th day of May, 1934, beginning 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 and conveyed by said mortgage, that is to say: he then and there offered at public sale to the highest bidder, the property conveyed by said mortgage, consisting of two parcels of land described as follows, to wit: PARCEL NUMBER ONE. All that part of the "Mary Davis Farm" situate, lying and being in Queen Anne's County, Maryland, on the south side of the public road from Clark's Corner to Ingleside, adjoining the land of the heirs of James Meredith and the lands of Charles Anthony, and containing eighty two (82) acres of land, more or less: PARCEL NUMBER TWO. All that tract of or part of a tract of or parcel of land situate in the Second Election District of Queen Anne's County aforesaid, on the north side of the public road leading from Clark's Corner to Ingleside, adjoining the lands of William D. Smith and John W. Porter, and containing twelve (12) acres and one (1) rood of land, more or less; Both tracts being now farmed as one farm and lying on both sides of the road from Clark's Corner to Ingleside, and containing in the said farm ninety four (94) acres and one (1) rood of land, more or less, and sold the same to Georgie N. Boyer, of Queen Anne's County aforesaid, at and for the sum of Two Thousand Dollars (\$2,000.00), 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 receive all of the landlord's share of the crops now growing or to be grown on said farm during the year 1934; that possession would be given, subject to the rights of the present tenant, immediately upon compliance with the terms of sale; that the taxes for the year 1934 would be paid by the purchaser, all taxes due and in arrears having been paid by the mortgagee; 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 Georgie 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,

WM. R. HORNEY
Assignee of Mortgage.

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

I hereby certify that on this 30th day of May, in the year nineteen hundred and thirty four, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

B. HACKETT TURNER
Clerk.

Filed May 30, 1934.

For Certificate of Advertisement of Sale, order nisi and Certificate of Publication of order nisi, see following Final Order, which is recorded out of place by mistake.

WILLIAM R. HORNEY,
Assignee of Mortgage,

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

vs.

RICHARD E. MATTHEWS and
CARRIE J. MATTHEWS, his wife,
Mortgagors.

Cause No. 2992.

FINAL ORDER OF RATIFICATION

ORDERED, this third day of August, 1934, 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 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 of Mortgage as aforesaid, is allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOMAS J. KEATING

FILED Aug. 4th, 1934.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 30, 1934.

ASSIGNEE'S SALE
Of a Valuable

FARM

Default having occurred in the mortgage from Richard E. Matthews and Carrie J. Matthews, his wife, to Georgie N. Boyer, dated January 3rd, 1919, and recorded in Liber J. F. R. No. 1, folio 529, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was assigned by the said Georgie N. Boyer to William R. Horney by assignment dated October 16th, 1933, and recorded at the foot of said mortgage, the undersigned, assignee of said mortgage, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, MAY 29th, 1934 beginning at the hour of 1:30 o'clock, P. M., the property conveyed by said mortgage, consisting of two parcels of land described as follows, to wit:

Parcel No. 1. All that part of the "Mary Davis Farm" situate, lying and being in Queen Anne's County, Maryland, on the south side of the public road from Clark's Corner to Ingleside, adjoining the land of the heirs of James Meredith and the lands of Charles Anthony, and containing 82 acres of land, more or less.
Parcel No. 2. All that tract of or part of a tract or parcel of land situate in the Second Election District of Queen Anne's County aforesaid, on the north side of the public road leading from Clark's Corner to Ingleside, adjoining the lands of William D. Smith and John W. Porter, and containing 12 acres and 1 rood of land, more or less. Both tracts being now farmed as one farm and lying on both sides of the road from Clark's Corner to Ingleside, and containing in the said farm 94 acres and 1 rood 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 will be required in two equal installments, payable, respectively in 6 and 12 months from day of sale, or all cash, at option of purchaser, all credit payments, if any, to bear interest from day of sale, and to be secured to the satisfaction of the undersigned. Further particulars on day of sale.

WILLIAM R. HORNEY,
Assignee of Mortgage
HARPER and HORNEY,
Attorneys
J. ELMER ANTHONY, Auct.

THE CENTREVILLE OBSERVER

Centreville, Md. May 30th, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assn. vs. Richard E. Matthews and Carrie J. Matthews a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 3d day of May, 1934, being more than twenty days before the 29th day of May 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

"EXHIBIT A".

Filed May 30, 1934.

N I S I

William R. Horney,
Assignee of Mortgage
VS.
Richard E. Matthews and
Carrie J. Matthews, his wife,
Mortgagors.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 2992.

ORDERED, This 30th. day of May, A. D., 1934, that the sale of the real estate made and reported in this cause by Wm. R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first 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 2nd. day of July next.

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

Filed May 30, 1934.

B. HACKETT TURNER Clerk.

STATEMENT OF MORTGAGE DEBT
Filed July 17, 1934.

WILLIAM R. HORNEY,
Assignee of Mortgage,
VS.
RICHARD E. MATTHEWS and
CARRIE J. MATTHEWS, his wife,
Mortgagors.

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

Cause No. 2992.

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage debt owing as of the day of sale under the mortgage from Richard E. Matthews and Carrie J. Matthews, his wife, to Georgie N. Boyer, bearing date the 3rd day of January, 1919, and recorded in Liber J. F. R. No. 1, Folios 529, etc., a land record book for Queen Anne's County aforesaid, which said mortgage was duly assigned by the said Georgie N. Boyer unto the said William R. Horney by assignment bearing date the 16th day of October, 1933, and recorded at the foot of said mortgage;

Amount of the principal mortgage debt as evidenced by the original mortgage attached hereto, to wit:-----\$ 2,500.00

Amount of interest on said mortgage debt from January 3rd, 1930, (the date to which it was last paid), to the 29th day of May, 1934, (the date of the sale of the real estate made and reported in this cause),----- 660.84

Amount of taxes paid on the mortgaged property by the mortgagee as follows, to wit:
For the year 1930 (balance including interest), \$73.33
For the year 1931 (including interest),----- 77.84
For the year 1932 (including interest),----- 74.02
For the year 1933 (including interest),----- 50.22 275.41

Total amount of mortgage debt owing as of the day of sale, the said 29th day of May, 1934,----- \$3,436.25

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 thirty four, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the foregoing Statement of Mortgage Debt is true, to the best of his knowledge and belief.

Filed July 17, 1934.

B. HACKETT TURNER
Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Aug. 3, 1934.

N I S I

William R. Horney,
Assignee of Mortgage

vs.

Richard E. Matthews and Carrie J.
Matthews, his wife, Mortgagors.

In The Circuit Court for Queen Anne's County In Equity

Chancery No. 2992

ORDERED, This 30th day of May, A. D., 1934, that the sale of the real estate made and reported in this cause by Wm. R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first 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 2nd day of July next.

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

B. HACKETT TURNER, Clerk.

True Copy-

Test: B. HACKETT TURNER, Clerk.

Filed May 30, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md. August 3, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney Assn. vs. Richard E. Matthews and Carrie J. Matthews, 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 31st. day of May, 1934, being more than four weeks before the -----day of----- 193--.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Aug. 3, 1934.

For Order of Court ratifying sale, see following Report of Sale, as same is recorded out of place by mistake.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Aug. 17, 1934.

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

William R. Horney,
Assignee of Mortgage,

vs.

Richard E. Matthews and
Carrie J. Matthews, his wife,
Mortgagors.

Cause No. 2992.

To the Honorable, the Judges of said Court:

I, Madison Brown, the auditor of your Court, unto Your Honors respectfully sets forth:

I have examined the proceedings of this cause and find that the same were instituted and conducted for the collection of a mortgage debt by sale of the mortgaged property, and that the sale made in this cause did not produce enough money to pay the costs incident to the sale, and the costs of this cause and the mortgage debt in full.

I have stated the within account by first charging unto William R. Horney, the party making the sale of the cause, the gross amount of the sale made by him per his report of sale filed herein and have then thereout allowed unto him his Commissions for making the sale per terms of the mortgage, the costs of the sale and of this cause and the fee of the auditor. The balance of the amount so charged remaining after these allowances is the net amount of the sale and is applicable

to the mortgage debt and by the within account has been distributed unto William R. Horney, as assignee of the mortgage, in part payment of the mortgage debt due on the day of sale.

Which is respectfully submitted.

MADISON BROWN
Auditor.

August 17, 1934.

Cause No. 2992.

The proceeds of the sale of the mortgaged real estate of Richard E. Matthews, the party making the mortgage described in this cause, in account with William R. Horney, the party making the sale of the mortgaged real estate under the mortgage described in this cause and as assignee thereof.

1934		Cr.	
May 29	the By/amount of the gross sale of said real estate per the report of sale filed in this cause, to wit: the sum of		\$2,000
1934		Dr.	
May 29	To William R. Horney, the party making said sale, for his commissions for so doing per terms of the mortgage mentioned, the sum of		\$122.50
	To do., for the Court costs of this cause per the statement of the Clerk as follows: Costs of B.H.Turner, clerk, . . . \$18.75 Appear. fee of Harper & Horney . . . 10.00		28.75
	To do., for the cost of his bond paid or to be paid to the corporate surety thereon, the sum of		10.00
	To do., for the charges of J.E. Anthony, for crying the sale mentioned, the sum of		10.00
	To do., for the cost of advertising in The Centreville Observer the notice of the mortgaged sale, the order nisi passed thereon and the cost of advertising the order nisi to be passed as to this report, the sum of		19.75
	To Madison Brown, auditor, for stating this account, the sum of		4.50
	To William R. Horney, assignee of the mortgage mentioned, on account of the mortgage debt due on the day of sale, this balance which is not sufficient to pay the said debt in full, to wit: the sum of		1,804.50
		\$2,000.00	\$2,000.00

STATEMENT OF DEBT.

Richard E. Matthews, mortgagors,

to

William R. Horney, assignee,

DR.

1934, May 29	To amount due by the mortgage mentioned and describ- ed in this cause on this date, day of sale, prin- cipal and interest per statement of debt filed . .		\$3160.84
	To amount of taxes paid by the mortgagee on the mort- gaged property per said statement, to wit:		275.41
		\$3436.25	
CR.	By amount distributed to said assignee above		1804.50
DR.	To balance due with interest from May 29, 1934 . . .		\$1631.75

August 17, 1934.

MADISON BROWN
Auditor.

FINAL RATIFICATION OF AUDIT

ORDERED, this 22nd day of September, in the year nineteen hundred and thirty four, 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 therein in this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of 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 Sept. 24, 1934.

CHANCERY NO. 2987.

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

KATHERYN L. HAGEN,
MINNIE H. DAWKINS and
ROY DAWKINS, her husband,
JOHN G. HAGEN,
ELIZABETH P. HAGEN and
CHARLES E. HAGEN, infants, by
Katheryn L. Hagen, their
mother and next friend, and
WILLIAM R. HORNEY,
ROBERT E. C. LOWE and
DAVID D. TAYLOR, Trustees of
the Truusted Assets of The
Centreville National Bank of
Maryland,

Plaintiffs,

vs.

THE TOWN COMMISSIONERS OF CENTRE-
VILLE, a municipal corporation,
Defendant.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining say:

1. That Charles F. Hagen, late of Queen Anne's County, State of Maryland, deceased, departed this life, intestate, on the 11th day of January, 1926, seized and possessed of a certain lot or parcel of land, to wit:-

ALL that lot, part of a lot or parcel of land situate in the Third Election District of Queen Anne's County, State of Maryland, adjoining the colored settlement of the town of Centreville known as "Johnstown", the lands of A. Corinne Troy, William J. Price, Jr., the meadow land of Anna C. Troy purchased from Washington M. Armstrong, and the land of Augustus S. Woolley and others, and more particularly described by metes, bounds, courses and distances, as follows: BEGINNING for the same at the southwestern gate post (where a concrete stone or post is to be placed), said gate post being at the entrance to the land hereby conveyed from said "Johnstown" Lane, and running thence north twenty eight degrees west, thirty one rods to a post along the line of the land of William J. Price, Jr., (where a concrete stone or post with the letter "H" thereon is to be placed), thence with the division line between the said Price land and the land hereby conveyed north seventy four degrees east, thirty nine and six-tenths rods to a post in line of said meadow land of Anna C. Troy, said post being at or near the corner of the limits of the town of Centreville; at which point there is to be placed a concrete stone or post marked "H"; thence south thirty eight degrees thirty minutes West, six and eight-tenths perches; thence south thirty nine degrees forty five minutes west, seven and six-tenths perches to a stone, a corner for the said meadow land of Anna C. Troy and the land hereby conveyed; thence south forty degrees fifteen minutes east, twenty four and two-tenths perches to a stone; thence south thirty eight degrees, forty five minutes west, nine and three-tenths perches, a corner of the said Woolley land and the land hereby conveyed; thence south thirty four degrees thirty minutes east, seven and six-tenths perches to the center of Liberty Street, in the town of Centreville; thence with said street south fifty four degrees forty five minutes west, four and five-tenths perches; thence north thirty seven degrees west, twenty one perches, a corner for the land hereby conveyed and the land of said Woolley known as the "Brick Dwelling Lot"; thence south fifty four degrees fifteen minutes west, fifteen and six-tenths perches to the place of beginning, containing five and nine hundred and eighty one one-thousandths (5.981) acres of land, more or less; being the same land which was granted and conveyed unto the said Charles F. Hagen by Annie Corrine Troy and William D. Troy, her husband, by deed bearing date the 3rd day of June, 1915, and recorded in Liber W. F. W. No. 7, folios 212, etc., a land record book for Queen Anne's County aforesaid.

A certified copy of the above described deed, marked "Exhibit No. 1", is filed herewith as a part hereof.

2. That the said Charles F. Hagen, (his wife, the said Katheryn L. Hagen, as Catherine L. Hagen, uniting therein), did, in his lifetime, grant

and convey said lot or parcel of land unto Thomas J. Melvin, by a certain mortgage to secure the sum of Eleven Hundred Dollars (\$1,100.00), bearing date the 27th day of March, 1919, and recorded in Liber J. F. R. No. 2, folios 139, etc., a land record book for Queen Anne's County aforesaid, which said mortgage, for the amount and to the extent of the balance due thereunder, to wit: the sum of Eight Hundred Dollars (\$800:00), has been, by mesne assignments, duly assigned to the said William R. Horney, Robert E. C. Lowe and David D. Taylor, three of the parties plaintiff to this Bill of Complaint, as Trustees of the Truusted Assets of The Centreville National Bank of Maryland, which said assignments are duly recorded at the foot of said mortgage. A certified copy of the above described mortgage and of the assignments thereof, marked "Exhibit No. 2", is filed herewith as a part hereof.

3. That the said Charles F. Hagen, so dying seized and possessed of said lot or parcel of land, left surviving him, as his only heirs at law, his widow, the said Katheryn L. Hagen, another of the parties plaintiff, and the following children, that is to say: Minnie Hagen, who intermarried with Roy Dawkins, whose name is now Minnie H. Dawkins, and John G. Hagen, Elizabeth P. Hagen and Charles E. Hagen, infants under the ages of twenty one years, all of whom are made parties plaintiff to this Bill of Complaint.

4. That the said Charles F. Hagen left no personal estate, and no administration has been had in the Orphans' Court of Queen Anne's County.

5. That the said lot or parcel of land 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 a part of said lot or parcel of land sold under a decree of this Court and the money arising from such sale applied to the payment of said mortgage indebtedness or otherwise distributed under the direction of this Court.

6. That one of your Orators, the said Katheryn L. Hagen, acting for and on behalf of herself and for and on behalf of the said John G. Hagen, Elizabeth P. Hagen and Charles E. Hagen, the three infant plaintiffs, has joined with all of the other parties interested in and owning the above described lot or parcel of land in a contract of sale to The Town Commissioners of Centreville, a municipal corporation, duly incorporated under the laws of the State of Maryland, the defendant to this Bill of Complaint, selling unto it a part of said lot or parcel of land as well as a right of way over that part of said lot or parcel of land not so sold, at and for the sum of Three Hundred and Fifty Dollars (\$350.00), and the performance of a certain agreement on the part of said municipal corporation in said contract of sale fully set forth, upon the terms of sale fully set forth in said contract of sale which was executed in triplicate, one of the originals thereof being filed herewith as a part hereof and marked "Exhibit No. 3". A description of that part of said lot or parcel of land so sold as aforesaid and of said right of way is described as follows, that is to say:

ALL that certain lot or piece of ground situate in the town of Centreville, (being in the Third Election District, of Queen Anne's County) Maryland; described according to a survey made by Albright & Friel Inc., Philadelphia, Pennsylvania, January 27th, 1934, to wit: BEGINNING at a point at the end of Johnstown Lane, a corner of this and land of Centreville High School, said point marked by a field stone; thence North 26 degrees 48 minutes 30 seconds West by said land of Centreville High School, 502.23 feet to a corner in line of land now or late of William J. Price, Jr., said corner marked by a field stone; thence by land of said Price North 75 degrees 50 minutes East 651.45 feet to a corner in line of land recently acquired by the Town of Centreville, formerly lands of Anna C. Troy; thence by said land of Town of Centreville the two following courses and distances; South 40 degrees 47 minutes West 219.90 feet to a corner marked by a field stone and South 38 degrees 40 minutes East 209.05 feet to a corner; also a corner to land of Charles F. Hagen of which the herein described piece was formerly a part; thence by said land of Hagen, land now or late of Augustus S. Woolley and others South 54 degrees 40 minutes West crossing the end of above mentioned Johnstown Alley a total distance of 480.68 feet to the place of beginning. Containing 4.588 Acres.

ALSO and including a right of way two feet wide over and through the adjoining property of Charles F. Hagen for the purpose of repairing and maintaining pipes laid on said right-of-way, the center line of said 2 ft. right-of-way being described as follows: BEGINNING at a point in the line of above described property, being also a point in line of land of said Charles F. Hagen, said point being North 54 degrees 40 minutes East 289.10 feet from the field stone at the end of Johnstown Lane previously referred to as the beginning point of above described lot; thence South 11 degrees 05 minutes East 57.47 feet to an angle; thence on a line parallel with and 5.5 ft. East from the west property line of said land of Charles F. Hagen South 35 degrees 35 minutes East 291.55 feet to a point near the center of Liberty Street.

7. 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 all the parties of the first and second parts against the said party of the third part", and

"The party of the third part, in addition to the cash consideration hereinbefore mentioned, hereby agrees to connect the dwelling located on that part of said lot or parcel of land not hereby sold with the town sewerage system at such point at or near said dwelling as shall be hereafter agreed upon by the said parties of the first and third parts without any cost or charge to the said parties of the first and second parts", and

"All costs and expenses incident to the said chancery proceeding, (including the usual commissions allowed to Trustees for selling real estate under a decree of the Circuit Court for Queen Anne's County in Equity, and a fee of not less than Fifty Dollars to be fixed by the Court payable to William R. Horney for preparing this contract and the bill of complaint and other papers to be filed in said chancery proceeding), shall be borne by the party of the third part".

8. That your Orators are advised that because three of the parties to said contract of sale are infants under the age of twenty one years, the said contract of sale cannot be fulfilled and the said principal corporation, The Town Commissioners of Centreville, vested with the legal title to said lot or parcel of land so sold to it as aforesaid without the aid of this Honorable Court.

9. That your Orators aver that it will be to the interest and advantage of all parties, adults and infants, owning said lot or parcel of land 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 for that part of said lot or parcel of land so sold as aforesaid is a fair market value for said lot or parcel of land so sold as aforesaid and is as much as, if not more than, said lot or parcel of land would bring at a public sale or upon a condemnation proceeding, and for other reasons to be made known at the hearing.

10. That the said Katheryn L. Hagen, Minnie H. Dawkins, Roy Dawkins, William R. Horney, Robert E. C. Lowe and David D. Taylor are all adults and reside in Queen Anne's County, State of Maryland.

11. That the said John G. Hagen, Elizabeth P. Hagen and Charles E. Hagen are all infants under the age of twenty one years, and reside in Queen Anne's County aforesaid.

12. That the said municipal corporation, The Town Commissioners of Centreville, is duly incorporated under the laws of the State of Maryland, and has its principal office in Centreville, Queen Anne's County, Maryland.

TO THE END, THEREFORE,

(1) That said lot or parcel of land may be sold under a decree of this Court and the proceeds from the sale thereof applied toward the payment of the indebtedness under said mortgage or otherwise distributed under the direction of this Court.

(2) That the said contract of sale hereinbefore set forth may be confirmed and ratified by this Honorable Court.

(3) That a Trustee may be appointed by this Honorable Court to convey said lot or parcel of land unto the said municipal corporation, The Town Commissioners of Centreville, Vendee, its successors and assigns, after the payment in full of said purchase price and the performance of said agreement hereinbefore referred to, by a good and sufficient deed conveying the fee simple title of, in and to said lot or parcel of land so sold as aforesaid and a right of way over that part of said lot or parcel of land not so sold as aforesaid free, clear and discharged of the rights of all the parties to this Bill of Complaint and to said contract of sale.

(4) 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.

(5) 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 municipal corporation, The Town Commissioners of Centreville, whose principal office is in Centreville, Queen Anne's County, Maryland, commanding it to be and appear in this Court by its proper attorney 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.,

HARPER & HORNEY
Solicitors for Plaintiffs.

TO - Messrs. Harper and Horney,

Attorneys at Law,

Centreville, Maryland.

You are hereby authorized by the undersigned, Katheryn L. Hagen, mother of John G. Hagen, Elizabeth P. Hagen and Charles E. Hagen, infants, to use my name as next friend of the said infants in a Chancery Cause in the Circuit Court for Queen Anne's County, entitled "Katheryn L. Hagen, et al. vs. The Town Commissioners of Centreville", said chancery cause being instituted for the purpose of procuring the ratification of the sale of the real estate described in said proceeding.

KATHEYN L. HAGEN

EXHIBIT NO. I.
CERTIFIED COPY OF DEED
Filed Mar. 1, 1934.

#4968. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fifth day of June, in the year nineteen hundred and fifteen, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this third day of June, in the year nineteen hundred and fifteen by A. Corinne Troy and William D. Troy, her husband, of Queen Anne's County, in the State of Maryland;

..... WITNESSETH, that for and in consideration of the
:10-\$1.Documentary : sum of Seven Hundred dollars (\$700.00) the receipt
:Stamps. A. C. T. 6/3 : of which is hereby acknowledged, the said A.
:15. Inter. Revenue : Corinne Troy and William D. Troy, her husband, do
:..... : hereby grant and convey unto Charles F. Hagen,
FORMERLY OF THE City of Baltimore, but now residing

in Queen Anne's County, State of Maryland, his heirs and assigns, in fee simple, all that lot, part of a lot or parcel of land situate in the Third Election District of Queen Anne's County, State of Maryland, adjoining the colored settlement of the town of Centreville known as "Johnstown", the lands of A. Corinne Troy, William J. Price, Jr. the meadow land of said Anna C. Troy purchased from Washington M. Armstrong, and the land of Augustus S. Woolley and others, and more particularly described by metes, bounds, courses and distances as follows:- Beginning for the same at the southwestern gate post (where a concrete stone or or post is to be placed) said gate post being at the entrance to the land hereby conveyed from said "Johnstown" Lane, and running thence north twenty eight degrees west, thirty one rods to a post along the line of the land of William J. Price, Jr. (where a concrete stone or post with the letter "H" thereon is to be placed) thence with the division line between the said Price land and the land hereby conveyed north seventy four degrees east, thirty nine and six-tenths rods to a post in the line of said meadow land of Anna C. Troy, said post being at or near the corner of the limits of the town of Centreville; at which point there is to be placed a concrete stone or post marked "H"; thence south thirty eight degrees thirty minutes west, six and eight-tenths perches; thence south thirty nine degrees forty five minutes west, seven and six-tenths perches to a stone, a corner for the said meadow land of Anna C. Troy and the land hereby conveyed; thence south forty degrees fifteen minutes east, twenty four and two tenths perches to a stone; thence south thirty eight degrees, forty five minutes west, nine and three-tenths perches, a corner of the said Woolley land and the land hereby conveyed; thence south thirty four degrees thirty minutes east, seven and sixth tenths perches to the centre of Liberty Street, in the town of Centreville; thence with said Street south fifty four degrees forty five minutes west, four and five-tenths perches; thence north thirty seven degrees west, twenty one perches, a corner for the land hereby conveyed and the land of said Wolley known as the "Brick Dwelling Lot", thence south fifty four degrees fifteen minutes west, fifteen and six-tenths perches to the place of beginning, containing five and nine hundred and eighty one, and one-thousandths (5.981) acres of land, more or less, being a portion of the land conveyed to the said A. Corinne Troy by deed of Victor B. Woolley, Trustee, bearing date the seventh day of June, in the year nineteen hundred and eleven, and recorded in Liber S. S. No. 10, folios 158 &c. a land record book of said Queen Anne's County.

TOGETHER with all and every the rights, roads, ways, alleys, waters, privileges, advantages and appurtenances thereto belonging or in any-wise appertaining.

AND the said A. Corinne Troy and William D. Troy, her husband, covenant that they will warrant specially the property hereby conveyed and will give such other and further assurances of land as may be requisite or necessary.

Witness their hands and seals.

Test: Elmer B. Seney.

Annie Corinne Troy (SEAL)

W. D. Troy. M.D. (SEAL)

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 fifteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared A. Corinne Troy and William D. Troy, her husband and each acknowledged the foregoing Deed to be their respective act.

As witness my hand and Notarial seal.

Elmer B. Seney.
Notary Public.

Notary
Public
Seal.

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

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 7, folio 212 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 first day of March, in the year 1934.

B. HACKETT TURNER
Clerk.

Seal's
Place.

EXHIBIT NO. 2.
Certified Copy of Mortgage
Filed March 1, 1934.

#6931. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the first day of April, in the year nineteen hundred and nineteen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty seventh day of March, in the year nineteen hundred and nineteen by Charles F. Hagen and Catherine L. Hagen, his wife, both of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Charles F. Hagen and Catherine L. Hagen are justly indebted unto Thomas J. Melvin to the full and just sum of eleven hundred dollars to be repaid to the said Thomas J. Melvin within two years from the date of this mortgage with interest at the rate of six percent per annum payable semi-annually. And the said Charles F. Hagen and Catherine Hagan his wife, covenants to pay at the first interest period of this mortgage the sum of one hundred dollars on account of the principal of said mortgage. And it was expressly agreed by and between the parties to this mortgage that the prompt payment of the aforesaid principal and interest was to be secured and assured by the execution of these presents.

NOW THEREFORE THIS MORTGAGE WITNESSETH: that in consideration of the premises and the further consideration of one dollar, the said Charles F. Hagan and Catherine Hagen, his wife, do hereby grant and assign unto Thomas J. Melvin, his heirs and assigns in fee simple, the following described real estate to wit:- All that lot, part of a lot, or parcel of land situate in the Third Election District of Queen Anne's County, State of Maryland, adjoining the colored settlement of the town known as "Johnstown", the land of A. Corinne Troy, William J. Price, Jr. the meadow land of the said A. Corinne Troy purchased from Washington M. Armstrong and others, and more particularly described by metes, bounds, courses and distances as follows: Beginning for same at the southwestern gate-post being at the entrance to the land hereby conveyed from said "Johnstown" Lane, and running thence north twenty eight degrees west, thirty one rods to a post along the line of the land of William J. Price, Jr. (where a concrete stone or post with the letter H. thereon is to be planted) thence with the division line between the said Price land and the land hereby conveyed north seventy four degrees east, thirty nine and six tenths rods to a post in the line of said meadow of A. Corinne Troy, said post being at or near the corner of the limits of the town of Centreville, at which point there is to be placed a concrete stone or post marked H, thence south thirty eight degrees and thirty minutes west, six and eight tenths perches; thence south thirty nine degrees forty five minutes west, seven and six tenths perches to a stone, a corner for the said meadow land of A. Corinne Troy and the land hereby conveyed, thence south forty degrees fifteen minutes East, twenty four and two tenths perches to a stone, thence south thirty eight degrees forty five minutes West, nine and three tenths perches, a corner of the Woolleyland and the land hereby conveyed, thence south thirty four degrees thirty minutes east, seven and six tenths perches to the centre of Liberty Street in the town of Centreville, thence with said street south fifty four degrees forty five minutes west four and five tenths perches, thence north thirty seven west, twenty one perches, a corner to the land hereby conveyed and the land of the said Woolley, known as the "Brick Dwelling Lot"; thence south fifty four degrees fifteen minutes west, fifteen and six tenths perches to the place of beginning, containing five and nine hundred and eighty one and one-thousandths

(5.981) acres of land, more or less; This being the same property conveyed unto Charles F. Hagan by A. Corinne Troy and William D. Troy, her husband, by deed bearing date the third day of June, in the year nineteen hundred and fifteen, and recorded in Liber W. F. W. No. 7, folio 212 etc. a land record book for Queen Anne's County aforesaid.

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

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

PROVIDED, that if the said Charles F. Hagan and Catherine L. Hagan their heirs, executors, administrators or assigns shall well and truly pay to the said Thomas M. Melvin his successors, executors, administrators or assigns the aforesaid sum of eleven hundred dollars (\$1100.00) and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Charles F. Hagan and Catherine L. Hagan their heirs and assigns shall possess said property.

AND the said Charles F. Hagan and Catherine L. Hagen, their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured the improvements on said premises to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Thomas J. Melvin, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied, to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Thomas J. Melvin, his successors executors, administrators or assigns, or James T. Bright 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 and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to Charles F. Hagen and Catherine L. Hagen or whoever may be entitled to same.

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

Test: Robert Coursey.

Charles F. Hagen. (SEAL)
Catherine L. Hagen (SEAL)

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

I hereby certify that on this 31st. day of March, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles F. Hagan and Catherine L. Hagan, his wife, and did each acknowledge the foregoing mortgage to be their respective act.

Robert Courtsey,
Justice of the Peace.

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

I hereby certify that on this 31st. day of March, in the year nineteen hundred and nineteen, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared James T. Bright, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent of such mortgagee, and as such is authorized to make the oath as to the consideration.

Robert Coursey
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the first day of June, in the year 1928, the following Assignment was brought to be recorded, to wit:- For value received, I hereby assign and transfer the within and foregoing mortgage (but without recourse to or guarantee by me) unto John P. Williamson and Annie M. Williamson, his wife, as tenants by the entireties, to amount of principal due by said mortgage being reduced by mortgagors to Eight Hundred dollars with interest running from today, interest being paid to date.

Witness my hand and seal this first day of June, nineteen hundred and twenty eight.

Thomas J. Melvin, (SEAL)

Test: Madison Brown.

Queen Anne's County, to wit: Be it remembered that on the 13th. day of November, in the year 1929, the following Assignment was brought to be recorded, to wit:-

For value received, I, Annie M. Williamson, surviving tenant by the entirety, the said John P. Williamson having departed this life on the 28th. day of February, 1929, do hereby transfer and assign the within and foregoing mortgage unto E. Elmer Langrall for the amount and to the extent of the balance due thereon, to wit: the sum of Eight Hundred dollars (\$800.00) with interest from the first day of June, 1929, without recourse or guarantee.

Witness my hand and seal this 13th. day of November, 1929.

Test: Wm. R. Horney.

Annie M. Williamson (SEAL)

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

For value received, I, E. Elmer Langrall, do hereby transfer and assign the within and foregoing mortgage unto the Centreville National Bank of Maryland, a body corporate, for the amount and to the extent of the balance due thereon, to wit: the sum of Eight Hundred dollars (\$800.00) with interest from the first day of December, 1930.

Witness my hand and seal, this 12th. day of December, 1930.

Test: Louis M. Langrall.

E. Elmer Langrall (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 15th. day of February, in the year 1934, the following Assignment was brought to be recorded, to wit:-

For value received, The Centreville National Bank of Maryland, a body corporate, does hereby transfer and assign the within and foregoing mortgage to William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Truusted Assets of The Centreville National Bank of Maryland, for the amount and to the extent of the balance due thereon, to wit: the sum of eight hundred dollars (\$800.00) without recourse or guarantee.

Witness the hand of said body corporate by William R. Wilson, its President, attested by and its seal affixed by Spencer Wright, its Cashier, this 14th. day of February, 1934.

The Centreville National Bank of
Maryland
By Wm. R. Wilson, Its President.

Attest: Spencer Wright.
Its Cashier.

Seal's
Place.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. #2, folio 139 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 first day of March, in the year 1934.

Seal's
Place.

B. HACKETT TURNER Clerk.

EXHIBIT 3.
Contract
Filed March 1, 1934.

THIS CONTRACT, made this 19th day of February, in the year nineteen hundred and thirty four, by and between Kathryn L. Hagen, widow, Minnie H. Dawkins and Roy Dawkins, her husband, and John G. Hagen, Elizabeth P. Hagen and Charles E. Hagen, infants, by Kathryn L. Hagen, their mother and next friend, all of Queen Anne's County, State of Maryland, parties of the first part, William R. Horney, Robert E. C. Lowe and David D. Taylor, of Queen Anne's County aforesaid, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, parties of the second part, and The Town Commissioners of Centreville, a municipal corporation, duly incorporated under the Laws of the State of Maryland, party of the third part;

WHEREAS, Charles F. Hagen departed this life on the 11th day of January, 1926, intestate, and seized and possessed of the following described real estate, to wit:

ALL that lot, part of a lot or parcel of land situate in the Third Election District of Queen Anne's County, State of Maryland, adjoining the colored settlement of the town of Centreville known as "Johnstown", the lands of A. Corinne Troy, William J. Price, Jr., the meadow land of Anna C. Troy purchased from Washington M. Armstrong, and the land of Augustus S. Woolley and others, and more particularly described by meets, bounds, courses and distances, as follows: BEGINNING for the same at the southwestern gate post (where a concrete stone or post is to be placed), said gate post being at the entrance to the land hereby conveyed from said "Johnstown" Lane, and running thence north twenty eight degrees west, thirty one rods to a post along the line of the land of William J. Price, Jr., (where a concrete stone or post with the letter "H" thereon is to be placed), thence with the division line between the said Price land and the land hereby conveyed north seventy four degrees east, thirty nine and six-tenths rods to a post in line of said meadow land of Anna C. Troy, said post being at or near the corner of the limits of the town of Centreville; at which point there is to be placed a concrete stone or post marked "H"; thence south thirty eight degrees thirty minutes west, six and eight-tenths perches; thence south thirty nine degrees forty five minutes west, seven and six-tenths perches to a stone, a corner for the said meadow land of Anna C. Troy and the land hereby conveyed; thence south forty degrees fifteen minutes east, twenty four and two-tenths perches to a stone; thence south thirty eight degrees, forty five minutes west, nine and three-tenths perches, a corner of the said Woolley land and the land hereby conveyed; thence south thirty four degrees thirty minutes east, seven and six-tenths perches to the center of Liberty Street, in the town of Centreville; thence with said street south fifty four degrees forty five minutes west, four and five-tenths perches; thence north thirty seven degrees west, twenty one perches, a corner for the land hereby conveyed and the land of said Woolley known as the "Brick Dwelling Lot"; thence south fifty four degrees fifteen minutes west, fifteen and six-tenths perches to the place of beginning, containing five and nine hundred and eighty one one-thousandths (5.981) acres of land, more or less; being the same land which was granted and conveyed unto the said Charles F. Hagen by Annie Corrine Troy and William D. Troy, her husband, by deed bearing date the 3rd day of June, 1915, and recorded in Liber W. F. W. No. 7, folios 212, etc., a land record book for Queen Anne's County aforesaid.

AND WHEREAS, the said Charles F. Hagen (his wife, the said Kathryn L. Hagen, as Catherine L. Hagen, uniting therein), did, in his lifetime, grant and convey said lot or parcel of land unto Thomas J. Melvin, by a certain mortgage to secure the sum of Eleven Hundred Dollars (\$1,100.00), bearing date the 27th day of March, 1919, and recorded in Liber J. F. R. No. 2, folios 139, etc., a land record book for Queen Anne's County aforesaid, which said mortgage, for the amount and to the extent of the balance due thereunder, to wit: the sum of Eight Hundred Dollars (\$800.00), has been, by mesne assignments, duly assigned to the said William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, which said assignments are duly recorded at the foot of said mortgage;

AND WHEREAS, the said Charles F. Hagen so dying as aforesaid left surviving him a widow, Kathryn L. Hagen, and the following children, that is to say: Minnie Hagen, now Minnie H. Dawkins, John G. Hagen, Elizabeth P. Hagen and Charles E. Hagen, as his only heirs at law;

AND WHEREAS, the parties of the first and second part have agreed to sell unto The Town Commissioners of Centreville, a municipal corporation, party of the third part, at and for the sum of Three Hundred and Fifty Dollars (\$350.00) and the performance of the agreement hereinafter mentioned to be performed by the party of the third part, upon the terms and conditions hereinafter set forth, all that part of said lot or parcel of land hereinabove described and a right of way over that part of said lot or parcel of land hereinabove described which is reserved from said sale, which said lot or parcel of land and right of way hereby sold is described, according to a certificate of survey thereof made by Albright and Friel, Inc., Consulting Engineers, on the 1st day of February, 1934, as follows, to wit:

ALL that certain lot or piece or ground situate in the town of Centreville, (being in the Third Election District, of Queen Anne's County) Maryland; described according to a survey made by Albright & Friel Inc., Philadelphia, Pennsylvania, January 27th, 1934, to wit: BEGINNING at a point at the end of Johnstown Lane, a corner of this and land of Centreville High School, said point marked by a field stone; thence North 26 degrees 48 minutes 30 seconds West by said land of Centreville High School, 502.23 feet to a corner in line of land now or late of William J. Price, Jr., said corner marked by a field stone; thence by land of said Price North 75 degrees 50 minutes East 651.45 feet to a corner in line of land recently acquired by the Town of Centreville, formerly lands of Anna C. Troy; thence by said land of Town of Centreville the two following courses and distances; South 40 degrees 47 minutes West 219.90 feet to a corner marked by a field stone and South 38 degrees 40 minutes East 209.05 feet to a corner; also a corner to land of Charles F. Hagen of which the herein described piece was formerly a part; thence by said land of Hagen, land now or late of Augustus S. Woolley and others South 54 degrees 40 minutes West crossing the end of above mentioned Johnstown Alley a total distance of 480.68 feet to the place of beginning. Containing 4.588 Acres.

ALSO and including a right of way two feet wide over and through the adjoining property of Charles F. Hagen for the purpose of repairing and maintaining pipes laid on said right-of-way, the center line of said 2 ft. right-of-way being described as follows: BEGINNING at a point in the line of above described property, being also a point in line of land of said Charles F. Hagen, said point being North 54 degrees 40 minutes East 289.10 feet from the field stone at the end of Johnstown Lane previously referred to as the beginning point of above described lot; thence South 11 degrees 05 minutes East 57.47 feet to an angle; thence on a line parallel with and 5.5 ft. East from the west property line of said land of Charles F. Hagen South 35 degrees 35 minutes East 291.55 feet to a point near the center of Liberty Street.

NOW, THEREFORE, in consideration of the sum of Three Hundred and Fifty Dollars (\$350.00), and the performance of the agreement on the part of the party of the third part hereinafter mentioned, which said sum is to be paid as hereinafter set forth, the said parties of the first and second part do hereby agree to sell unto the said party of the third part, and the said party of the third part does hereby agree to purchase from the parties of the first and second parts the real estate and right of way last above described of which the said Charles F. Hagen died seized and possessed.

The aforesaid sum of Three Hundred and Fifty Dollars (\$350.00), is to be paid as follows: the sum of Fifty Dollars (\$50.00) thereof to be paid in cash upon the execution and delivery of this contract and the balance thereof, to wit: the sum of Three Hundred Dollars (\$300.00) 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 to be given to said purchaser immediately upon the execution and delivery of this contract.

The vendors are to pay all taxes for the year 1933 and before on the aforesaid real estate so sold as aforesaid.

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 all the parties of the first and second parts against the said party of the third part.

The party of the third part, in addition to the cash consideration hereinbefore mentioned, hereby agrees to connect the dwelling located on that part of said lot or parcel of land not hereby sold with the town sewerage system at such point at or near said dwelling as shall be hereafter agreed upon by the said parties of the first and third parts without any cost or charge to the said parties of the first and second parts.

All costs and expenses incident to the said chancery proceeding, (including the usual commissions allowed to Trustees for selling real estate under a decree of the Circuit Court for Queen Anne's County in Equity, and a fee of not less than Fifty Dollars to be fixed by the Court payable to William R. Horney for preparing this contract and the bill of complaint and other papers to be filed in said chancery proceeding), shall be borne by the party of the third part.

WITNESS the hands and seals of the parties hereto in triplicate, this 19th day of February, 1934:

TEST: (as to Kathryn L. Hagen).

KATHERYN L. HAGEN (SEAL)

HILDA T. SEWARD

MINNIE H. DAWKINS (SEAL)

TEST: (as to Minnie H. Dawkins and Roy Dawkins)

ROY DAWKINS (SEAL)

HILDA T. SEWARD

TEST: (as to Kathryn L.
Hagen for Infants).

HILDA T. SEWARD

TEST: (as to Trustees).

A. S. GADD JR.

JOHN G. HAGEN

BY KATHERYN L. HAGEN (SEAL)
His mother and next friend.

ELIZABETH P. HAGEN

BY KATHERYN L. HAGEN (SEAL)
Her mother and next friend.

CHARLES E. HAGEN

BY KATHERYN L. HAGEN (SEAL)
His mother and next friend.

WILLIAM R. HORNEY (SEAL)

ROBERT E. C. LOWE (SEAL)

DAVID D. TAYLOR (SEAL)
Trustees of the Trusteed Assets
of The Centreville National Bank
of Maryland.

THE TOWN COMMISSIONERS OF CENTRE-
VILLE,

ATTEST:

by H. F. CALLAHAN
President.

ALFRED M. GREEN
Secretary

Seal of
Town Commissioners.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER.
Filed March 2, 1934.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO The town Commissioners of Centreville

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 Kathryn L. Hagen 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, 1934.

Issued the first day of March, in the year 1934.

HARPER AND HORNEY
Solicitor for Complainants

B. HACKETT TURNER Clerk.

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

B. HACKETT TURNER Clerk.

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

I HEREBY CERTIFY that I served the within subpoena upon The Town Commissioners of Centreville by readin the same to Harry F. Callahan, President, and Howard E. Price, Treasurer, and by leaving a copy thereof with each of them, this 2nd day of March, 1934:

J. ELMER ANTHONY
Sheriff.

ANSWER
Filed March 5, 1934.

Katheryn L. Hagan
et. al. Plaintiffs

vs.

The Town Commissioners of
Centreville, a Municipal
Corporation,
Defendant.

In the Circuit Court

for

Queen Anne's County, In Equity.

Cause No. 2987.

To the Honorable the Judges of said Court;-

The answer of the Town Commissioners of Centreville, a municipal corporation, to the bill of complaint filed against it in the above entitled cause, says

That the Town Commissioners of Centreville, a municipal corporation, admits the matters and things set forth in said bill of complaint and consents to the passage of such decree as the court thinks proper in the premises.

EDWIN H. BROWN JR.

Solicitor for the Town Commissioners
of Centreville, a Municipal Corporation.

NOTICE TO EXAMINER OF DESIRE TO
TAKE TESTIMONY.
Filed March 19, 1934.

KATHERYN L. HAGEN, et al.,

vs.

THE TOWN COMMISSIONERS OF
CENTREVILLE.

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

Cause No. 2987.

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.

HARPER & HORNEY

Solicitors for Plaintiffs.

EDWIN H. BROWN JR.

Solicitor for Defendant.

DEPOSITIONS
Filed March 24, 1934.

KATHERYN L. HAGEN, ET AL.,

vs.

THE TOWN COMMISSIONERS OF
CENTREVILLE.

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

Cause No. 2987.

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 case, your Examiner did, on the 23rd day of March, 1934, attend at the law offices of Harper and Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 2 o'clock, P. M., and proceeded to take the following testimony, there being present William R. Horney, of the firm of Harper and Horney, solicitors for

the Plaintiffs, Edwin H. Brown, Jr., solicitor for the only Defendant, and Katheryn L. Hagen, one of the Plaintiffs:

Katheryn L. Hagen, the first witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Horney:

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

A. Katheryn L. Hagen. 43. No occupation, Centreville, Maryland.

Q. 2. Are you one of the Plaintiffs to this suit?

A. Yes, I am.

Q. 3. What relation did you bear to Charles F. Hagen?

A. I was his wife.

Q. 4. Give the date of the death of Charles F. Hagen.

A. January 11th, 1926.

Q. 5. Do you know the property which was owned by your husband at the time of his death?

A. Yes, I live there with my minor children.

Q. 6. Mrs. Hagen I hand you a paper marked "Exhibit No. 1" which is a certified copy of a deed from A. Corinne Troy and husband to Charles F. Hagen. Is that the deed conveying the lot or parcel of land you now reside on to your late husband?

A. Yes it is.

Q. 7. Do you know whether or not this property was encumbered at the time of the death of your husband?

A. Yes it was by a mortgage on which there was a balance due of \$800.00. This mortgage is now held by the Trustees of the Trusteed Assets of The Centreville National Bank of Maryland. It was once held by Mr. E. Elmer Langrall and he did not require me to pay any interest on it, but recently I have been informed by the Trustees that I must pay interest now from November 27th, 1933, so that the interest runs from that date only. The balance due on the mortgage is still \$800.00.

Q. 10. I hand you a paper marked "Exhibit No. 2". Is this a certified copy of the mortgage and assignments?

A. It is.

Q. 11. Whom did Charles F. Hagen leave surviving him as his heirs at law?

A. Myself, his widow, and our children namely, Minnie Hagen now inter-married with Roy Dawkins, John G. Hagen, Elizabeth P. Hagen and Charles E. Hagen. The last three are all infants under the age of 21 years and they all reside in Queen Anne's County, where I also reside.

Q. 12. Has administration been had upon the personal estate of Charles F. Hagen?

A. No, because there was no personal estate.

Q. 13. In your opinion can the property in question be divided without loss or injury to the parties interested in it without a sale for that purpose?

A. No that would be impossible.

Q. 14. Are you familiar with the contract of sale, the original copy of which I now hand you marked "Exhibit No. 3", in to which you have entered with the other parties plaintiff to this suit selling a part of the land in said contract fully described to The Town Commissioners of Centreville? And state why you entered into this contract on your own behalf and on behalf of your infant children?

A. Yes. I entered into it because I believed that it would be to the interest and advantage of myself, my infant childre and the other interested parties to sell that part of the land so sold it being the most undesirable part and wholly unnecessary for my purposes to provide a home for myself and my children. That part retained is sufficient for our purposes and is more valuable to me in that way. Besides I have the added advantage of being connected with the town sewer so that I may put in a bathroom in the future.

Q. 15. Do you know all the parties to this suit and where they reside?

A. Yes, I know them all and they all reside in Queen Anne's County. The only Defendant, The Town Commissioners of Centreville, is a municipal corporation with its principal office in the town of Centreville, Maryland.

Q. 16. Do you desire the contract which you entered into to be ratified by the Court?

A. Yes, I do, by all means, because I think it is a good price and more than could be gotten if put on the market at public sale.

EXAMINER'S SPECIAL:

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or 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.

KATHERYN L. HAGEN.

A. Howard Johnson, 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. A. Howard Johnson, 48. Apiarist. Centreville, Maryland.

Q. 2. This is a suit between Katheryn L. Hagen and others and The Town Commissioners of Centreville to procure the sale of a part of the lot or parcel of land of the late Charles F. Hagen situate on north Liberty Street in the town of Centreville, Maryland. Are you familiar with this lot or parcel of land?

A. I am.

Q. 3. What, in your opinion, is the present value of the whole lot or parcel of land?

A. I should say about \$2,500.00.

Q. 4. What, in your opinion, is the present value of that part of the land sold to the Town of Centreville, including the right of way over that part of the lot or parcel of land not sold?

A. \$500.00.

Q. 5. At the present time there are five people owing undivided interests in this real estate, one owning a one-third interest and the four others owning the other two-thirds in common. In your opinion could this lot or parcel of land be divided in that manner without loss or injury to the parties interest in it?

A. It would be impossible.

Q. 6. Who now occupies the dwelling located on the land?

A. Mrs. Hagen who provides a home there for herself and her infant children.

Q. 7. The parties owning and interested in this lot or parcel of land have entered into a contract to sell a part of the same for the sum of \$350.00, the Town of Centreville to pay all costs and to connect the dwelling on that part not sold with the town sewer. In your opinion will it be to the interest and advantage of all of these parties to carry out this contract.

A. I would think so because the value of that part of the land being sold, with which I am familiar, plus the costs of the suit and the cost of the sewer connection would be about \$500.00, the price I think it is worth as I have already stated. It would therefore be to the interest and advantage of all the parties to sell the same.

Q. 8. That part of the lot or parcel of land not sold consists of the land on which the dwelling is erected and the land now enclosed as a garden. In your opinion will that part not being sold be depreciated or lessened in value?

A. I do not think that part not sold will be depreciated or lessened in value by the sale because the most undesirable part of the lot is being sold.

Q. 9. Which of the parties to this suit do you know personally.

A. I know all of them.

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.

W. HOWARD JOHNSON

Edward O. Willis, 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. Edward O. Willis; 50; salesman; Centreville, Maryland.

Q. 2. This is a suit between Katheryn L. Hagen and others and The Town Commissioners of Centreville to procure the sale of a part of the lot or parcel of land of the late Charles F. Hagen situate on north Liberty Street in the town of Centreville, Maryland. Are you familiar with this lot or parcel of land?

A. I am.

Q. 3. What, in your opinion, is the present value of the whole lot or parcel of land?

A. About \$2,500.00.

Q. 4. What, in your opinion, is the present value of that part of the land sold to the Town of Centreville, including the right of way over that part of the lot or parcel of land not sold?

A. \$500.00.

Q. 5. At the present time there are five people owning undivided interests in this real estate, one owning a one-third interest and the four others owing the other two-thirds in common. In your opinion could this lot or parcel of land be divided in that manner without loss or injury to the parties interested in it?

A. It would be impossible.

Q. 6. Who now occupies the dwelling located on the land?

A. Mrs. Hagen where she provides a home for herself and her minor children.

Q. 7. The parties owning and interest in this lot or parcel of land have entered into a contract to sell a part of the same for the sum of \$350.00, the Town of Centreville to pay all costs and to connect the dwelling on that part not sold with the town sewer. In your opinion will it be to the interest and advantage of all of these parties to carry out this contract.

A. It think it would be to the interest and advantage of all the interested parties, first, because the price to be paid, plus the cost of the court proceeding and the cost of the sewer connection will exceed the sum of \$500.00, the price I have heretofore placed on it, secondly, because if that part being sold under the contract was sold at public sale, I doubt very much that it would bring that much.

Q. 8. That part of the lot or parcel of land not sold consists of the land on which the dwelling is erected and the land now enclosed as a garden. In your opinion will that part not being sold be depreciated or lessened in value by this sale?

A. It will not be depreciated or lessened in value by the sale because that part retained is the most desirable part and it would bring just as much in proportion if it had been sold with the other.

Q. 9. Which of the parties to this suit do you know personally?

A. I know them all.

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.

EDWARD O. WILLIS

William R. Horney, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

I am one of the Trustees of the Trusteed Assets of The Centreville National Bank of Maryland. We now hold the mortgage by mesne assignments from Charles F. Hagen and wife to Thomas J. Melvin. There is a balance due on it of \$800.00, with interest from November 27th, 1933.

I know all of the parties to this suit. The plaintiffs all reside in Queen Anne's County and the only defendant is a municipal corporation with its principal office in the town of Centreville, Maryland.

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.

WILLIAM R. HORNEY

There being no further witnesses to be examined and neither the solicitors for the Plaintiffs nor the solicitor for the Defendant desiring further time for the production of evidence your Examiner herewith respectfully makes his return, and certified that he was engaged with such examination two days and examined four witnesses, making costs chargeable to the Defendant, according to the contract of sale as follows, to wit:

H. B. W. Mitchell, Examiner,	-----	\$ 8.00
Witnesses, 4 @ 75¢,	-----	3.00
TOTAL,	-----	\$11.00

H. B. W. MITCHELL
Examiner.

Examiner's Exhibits A, B, and C are filed with the above Depositions, and are the Exhibits 1, 2 and 3 filed with the Bill of Complaint. They are recorded in these proceedings following said Bill, and for reference, they will be found following said Bill of Complaint on this record.

ORDER NISI and Copy sent to Observer.
Filed April 28, 1934.

KATHERYN L. HAGEN, ET AL.,

vs.

THE TOWN COMMISSIONERS OF CENTREVILLE,
a municipal corporation.

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

Cause No. 2987.

ORDER NISI

ORDERED, this 27th day of April, in the year nineteen hundred and thirty four, 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 Katheryn L. Hagen, Minnie H. Dawkins and Roy Dawkins, her husband, Katheryn L. Hagen as next friend to John G. Hagen, Elizabeth P. Hagen and Charles E. Hagen, infants, under the age of twenty one years, and William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Truusted Assets of The Centreville National Bank of Maryland, unto The Town Commissioners of Centreville, a municipal corporation, of the lot or parcel of land being a part of the lot or parcel of land of the late Charles F. Hagen situate on the westerly side of North Liberty Street in the town of Centreville, Queen Anne's County, Maryland, 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, in accordance with the terms of the contract of sale filed with the Bill of Complaint, as being to the interest and advantage of said infants as well as all other parties interested in or owning the same, unless cause to the contrary thereof be shown on or before the fifth day of July, 1934; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the fourth day of June, next.

The Bill of Complaint states the amount of sale to be \$350.00.

THOMAS J. KEATING.

Filed Apr. 28, 1934.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed July 6, 1934.

In the Circuit Court for Queen Anne's County, in Equity. Cause No. 2987.

Kathryn L. Hagen et al.

VS.

The Town Commissioners of Centreville,
a municipal corporation.

ORDER NISI

ORDERED, this 27th day of April, in the year nineteen hundred and thirty four, 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 Kathryn L. Hagen, Minnie H. Dawkins and Roy Dawkins, her husband, Kathryn L. Hagen as next friend to John G. Hagen, Elizabeth P. Hagen and Charles E. Hagen, infants, under the age of twenty one years, and William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Truusted Assets of The Centreville National Bank of Maryland, unto The Town Commissioners of Centreville, a municipal corporation, of the lot or parcel of land being a part of the lot or parcel of land of the late Charles F. Hagen situate on the westerly side of North Liberty Street, in the town of Centreville, Queen Anne's County, Maryland, 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, in accordance with the terms of the contract of sale filed with the Bill of Complaint as being to the interest and advantage of said infants as well as all other parties interested in or owning the same, unless cause to the contrary thereof be shown on or before the fifth day of July, 1934, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the fourth day of June next.

The Bill of Complaint states the amount of sale to be \$350.00.

Filed: April 28, 1934.

THOMAS J. KEATING,
True Copy-
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER

Centreville, Md. July 6th, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Kathryn L. Hagen, et al. vs. The Town Commissioners of Centreville, a municipal corporation a true copy of which is here-to annexed was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 3d day of May, 1934, being more than four weeks before the 4th day of June 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed July 6, 1934.

FINAL RATIFICATION OF SALE

Filed July 9, 1934.

KATHERYN L. HAGEN, ET AL.,

vs.

THE TOWN COMMISSIONERS OF CENTREVILLE,
a municipal corporation.

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

Cause No. 2987.

FINAL RATIFICATION OF SALE

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 9th day of July, in the year nineteen hundred and thirty four, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED as follows:

FIRST - That the sale of the real estate mentioned in these proceedings as made by Katheryn L. Hagen, Minnie H. Dawkins and Roy Dawkins, her husband, Katheryn L. Hagen as next friend to John G. Hagen, Elizabeth P. Hagen and Charles E. Hagen, infants, under the age of twenty one years, and William R. Horney, Robert E. C. Lowe and David D. Taylor, Trustees of the Truusted Assets of The Centreville National Bank of Maryland, unto The Town Commissioners of Centre-

ville, a municipal corporation, 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 plaintiffs in this cause, and of the other persons interested in said real estate that the aforesaid sale and the contract under which the same was made should be confirmed.

SECOND - That Wm. R. Horney of Queen Annes Co. Md, be, and he is, hereby appointed Trustee to complete said sale and the manner of his proceedings 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 Five hundred (\$500.00) Dollars, if corporate surety be given, and in double that amount if personal surety be given; upon the 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 deliver of the aforesaid deed to the purchaser he shall report the manner of his proceedings 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 July 9th, 1934.

CERTIFIED COPY OF BOND
Filed July 10, 1934.

Queen Anne's County, to wit: Be it remembered that on the tenth day of July, in the year 1934, the following Bond was filed for record, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five hundred dollars (\$500.00) current money of the United States 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 10th. day of July, in the year nineteen hundred and thirty four.

WHEREAS, the above bounden William R. Horney by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 9th. day of July, 1934, has been appointed Trustee to sell the real estate mentioned in the proceedings in said Court entitled "Katheryn L. Hagen et al. Vs. The Town Commissioners of Centreville, a municipal corporation" being Cause No. 2987 on the Chancery docket of said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE above bounden William R. Horney do and shall well and faithfully perform 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.

Signed, sealed and delivered in the presence of:	William R. Horney. United States Fidelity and Guaranty Company, By William R. Horney. Its attorney in fact.	(SEAL) Seal's Place.
Attest: Edwin G. Meredith.		

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed July 10th. 1934.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. a Bond record Book for Queen Anne's County.

Seal's Place.	In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 10th. day of July, in the year 1934.
------------------	--

B. HACKETT TURNER Clerk.

PETITION FOR FEE
Filed July 10, 1934.

KATHERYN L. HAGEN, ET AL.,

vs.

THE TOWN COMMISSIONERS OF CENTREVILLE,
a municipal corporation.

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

Cause No. 2987.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William R. Horney, unto your Honors, respectfully shows:

1. That in the contract of sale filed among the proceedings in the above entitled cause it is provided, among other things, that the party of the third part shall pay all costs and expenses incident to said proceeding, including the usual commissions allowed to trustees for selling real estate under a decree for the Circuit Court for Queen Anne's County in Equity, and a fee of not less than Fifty Dollars (\$50.00) to be fixed by the Court payable to your Petitioner for preparing said contract and the Bill of Complaint and other papers to be filed in this Chancery proceeding.

2. That your Petitioner prepared the contract of sale and the Bill of Complaint and all the other papers filed in this cause for which he was to receive a fee of not less than Fifty Dollars (\$50.00) as above set forth.

Your Petitioner, therefore, prays this Honorable Court to pass an order fixing the amount of his fee for the services rendered in accordance with the terms of said contract of sale.

And as in duty bound, etc.,

Filed July 10, 1934.

WM. R. HORNEY
Petitioner.

ORDER OF COURT
Filed July 14, 1934.

ORDER OF COURT

Upon the foregoing Petition by virtue of the terms contained in the contract of sale filed among the proceedings in this cause, IT IS ORDERED, this 14th day of July, in the year 1934, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that William R. Horney be, and he is, hereby allowed a fee of Fifty and no/100 Dollars (\$50.00) for services rendered by him for preparing said contract of sale, the Bill of Complaint and other papers filed in this cause.

THOMAS J. KEATING

Filed July 14, 1934.

REPORT OF SALE
Filed July 16, 1934.

KATHERYN L. HAGEN, ET AL.,

vs.

THE TOWN COMMISSIONERS OF
CENTREVILLE, a municipal
corporation.

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

Cause No. 2987.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made by William R. Horney, Trustee in the above entitled cause, unto your Honors, respectfully shows:

That in accordance with the decree passed by this Honorable Court in this cause on the 9th day of July, 1934, the said William R. Horney, Trustee as aforesaid, proceeded to complete the sale of the real estate mentioned in these proceedings which was made by Katheryn L. Hagen, et al., unto The Town Commissioners of Centreville, a municipal corporation, by filing his bond in the penalty of Five

Hundred Dollars (\$500.00), with corporate surety thereon approved by the Clerk of this Court. He then proceeded to make settlement with the said body corporate, The Twon Commissioners of Centreville, the purchaser, by receiving from it the purchase price for said property so sold to it as aforesaid and by conveying unto the said purchaser, by a good and sufficient deed, executed and acknowledged agreeably to law, the said real estate so sold unto it under the contract of sale filed among the proceedings in this cause.

Respectfully submitted,

WM. R. HORNEY
Trustee.

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

I HEREBY CERTIFY that on this 16th day of July, 1934, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Trustee, and made oath in due form of law that the matters and things stated in the within and foregoing REPORT OF SALE are true and bona fide as therein stated, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Filed July 16th, 1934.

B. HACKETT TURNER
Clerk.

ORDER OF COURT
Filed Aug. 4, 1934.

ORDER OF COURT

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 ORDERED, this third day of August, in the year nineteen hundred and thirty four, 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 Trustees the costs of the proceeding and the commissions as provided in the contract of sale.

THOMAS J. KEATING

Filed Aug. 4th, 1934.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Aug. 15, 1934.

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

Katharyn L. Hagen, et al.,

vs.

The Town Commissioners of
Centreville.

(
)
(
)
(
)
(

Cause No. 2987.

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 it appears from the proceedings of this cause as follows:
- (1) That the trustee, William R. Horney, was authorized by the Court to sell the land described in the Bill of Complaint as sold to the defendant for \$350.00.
 - (2) That the property at the time of the sale was subject to a mortgage given by Charles F. Hagen et ux., to Thomas J. Melvin held at the time of the contract of sale of this cause by William R. Horney et al., trustees of the trusteed assets of The Centreville National Bank of Maryland.
 - (3) That the mortgage is described in the proceedings of the cause.
 - (4) That the net proceeds of the cause under the proceedings is to be applied to the mortgage debt.

(5) That the defendant by the contract mentioned in the Bill of Complaint agreed to pay all the costs incident to the proceedings of this cause including trustee's commissions and any attorney fee allowed by the court.

That in the annexed account stated by the auditor he has charged the trustee of the cause with the gross sale, \$350.00, made by him and with the amount of the costs to be paid as above stated by the defendants and then thereout has allowed as follows:

Unto William R. Horney, trustee, his commissions per rule of court and unto him the Court costs of this cause; unto him the cost of his bond, the fee allowed him by the Order of the court, the cost of advertising the two orders nisi of the cause, and the fee of the auditor.

That of the amount so charged unto the trustee as aforesaid there remains after the above allowances the sum of \$350.00 as the net sale which by the said annexed account is distributed unto the present holders of the mortgage, the trustees named in the Bill of Complaint.

Which is respectfully submitted.

MADISON BROWN

Auditor.

Cause No. 2987.

The proceeds of the sale of the real estate of Kathryn L. Hagen and others as heirs at law of Charles F. Hagen, deceased, in account with William R. Horney the trustee appointed by the decree of this cause to sell said real estate.

1934	Cr.	
April		
27	By amount of the gross sale of this cause per the Bill of Complaint and Exhibit filed herein and the order nisi passed this date herein, to wit: . . .	\$350.00
	By amount of the costs as set forth below of this cause paid by the purchaser of the property sold unto the trustee in accordance with the Contract of Sale, to wit: the sum of	159.86
		\$509.86

Dr.

To William R. Horney, trustee for making this sale, for his commissions for so doing per rule of Court, the sum of	\$24.50	
To do., for the Court costs of the cause per statement of the Clerk of the Court as follows, to wit:		
Appear. fee of Harper & Horney	\$10.00	
Appear. fee of Edwin H. Brown	10.00	
Costs of B.H. Turner, clerk,	26.75	
Costs of J.E. Anthony, sheriff,	.60	
Costs of H.B.W. Mitchell, examiner,	8.00	
Costs of witnesses before "	3.00	58.35
To do., for the cost of his bond paid or to be paid to the corporate surety thereon		10.00
To do., for the cost of advertising in the Centreville Observer the order nisi on the sale, \$9.76, and the order nisi on the audit, \$2.75 per account of the same exhibited, . . .		12.51
To William R. Horney for the fee allowed him by order of court, the sum of		50.00
To Madison Brown, auditor, for stating this account, the sum of		4.50
		159.86
To William R. Horney, Robert E. C. Lowe and David D. Taylor, trustees of the trustee assets of The Centreville National Bank of Maryland as assignees of mortgage mentioned in cause, on account of the mortgage debt this balance, to wit:		350.00
		\$509.86
		\$509.86

August 15, 1934.

MADISON BROWN

Auditor.

NISI RATIFICATION OF AUDIT

Katharyn L. Hagen
et. al.

VS.

The Town Commissioners
of Centreville

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE No. 2987

ORDERED, this 15th day of August in the year nineteen hundred and thirty-four 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 September 1934; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of September 1934 in some newspaper printed and published in Queen Anne's County.

Filed August 15th, 1934.

B. HACKETT TURNER Clerk

Audit Nisi re-issued because of
misprint by newspaper

NISI RATIFICATION OF AUDIT

Katharyn L. Hagen et al.

VS.

The Town Commissioners of
Centreville,

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE No. 2987.

ORDERED, This 20th. day of August, in the year nineteen hundred and thirty four that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 15th. day of September, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 8th. day of September, 1934, in some newspaper printed and published in Queen Anne's County.

Filed Aug. 20. 1934.

B. HACKETT TURNER Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Sept. 17, 1934.

NISI RATIFICATION OF AUDIT

Kathryn L. Hagen, et. al.

VS.

The Town Commissioners of Centreville

In The Circuit Court For Queen Anne's County in Equity

Case No. 2987.

ORDERED, This 20th day of August in the year nineteen hundred and thirty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 15th day of September 1934; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of September 1934 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk

True Copy-

Test: B. HACKETT TURNER, Clerk

Filed, August 15th, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md., Sept. 17, 1934

THE CENTREVILLE OBSERVER PUBLISHING Co. hereby certify that
the Audit Nisi in the case of Katherine L. Hagen et al vs. The Town Commissioners

of Centreville 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 weeks the first publication thereof having been made in said newspaper on the 23 day of August, 1934, being more than two weeks before the 8th day of Sept. 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Sept. 17, 1934.

By Bertha G. Durney

ORDER OF COURT
Filed Sept. 24, 1934.

KATHARYN L. HAGEN, ET AL.,

vs.

THE TOWN COMMISSIONERS OF
CENTREVILLE, a municipal
corporation.

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

Cause No. 2987.

FINAL RATIFICATION OF AUDIT

ORDERED, this 22nd day of September, in the year nineteen hundred and thirty four, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Trustee, 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 Trustee.

THOMAS J. KEATING

Filed Sept. 24, 1934.

Chancery No. 3007.

QUEEN ANNE'S COUNTY to wit: Be it remembered that on the 6th. day of August in the year 1934, J. Frank Harper Assignee of Mortgage filed in Court here his order to docket suit in the words following to wit:-

J. Frank Harper,
Assignee of Mortgage,

vs.

William H. DeLacy and
Annette DeLacy, his wife, and
James T. DeLacy,
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 titilg and file in said cause a certified copy of the mortgage from William H. DeLacy, et al., to The Centreville National Bank of Maryland, a body corporate, bearing date the 12th day of May, 1917, and of the assignments thereof, by mesne assignments, unto the said J. Frank Harper, said mortgage and assignments being recorded in Liber W. F. W. No. 10, folios 314, 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 is duty bound, etc.,

J. Frank Harper
Assignee of Mortgage.

And on the same day last aforesaid and along with said order to docket suit there was filed The following Certified Copy of Mortgage, to wit:

#5928. QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the twelfth day of May, in the year nineteen hundred and seventeen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this twelfth day of May, in the year nineteen hundred and seventeen, by William H. DeLacy, Annette DeLacy, his wife, and James T. DeLacy, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said William H. DeLacy, Annette, DeLacy, his wife and James T. DeLacy are, jointly and severally, indebted unto the body corporate, the Centreville National Bank of Maryland, in the full and just sum of Fifty Eight Hundred and Fifty eight Dollars (\$5,858.00) for which said sum the said William H. DeLacy, Annette DeLacy, his wife and James T. DeLacy have drawn and passed to the said body corporate their joint and several promissory note bearing even date herewith and payable to said body corporate at its Banking House in the town of Centreville, Maryland four months after date, with interest from date;

AND WHEREAS at the time of the making of said loan and of the acceptance of said promissory note, it was agreed that this mortgage should be executed to secure the payment of said loan and the interest to accrue thereon as represented by the aforesaid promissory note and any and every renewal of said note whether the renewal be in full or a part of said original note or any renewal or part thereof, including renewals and part renewals and part renewals notes, the acceptance of renewal and part renewal notes to be at the option of said body corporate;

NOW, THEREFORE. THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the said sum of Fifty eight hundred and fifty eight dollars (\$5,858,00)

the said William H. DeLacy, Annette DeLacy, his wife, and James T. DeLacy 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, or parts of tracts and parcels of land now embraced in one farm, containing two hundred and forty three acres of land, more or less, situate in the Third Election District of Queen Anne's County, Maryland, on the left side of the public road leading from Starrto Hall's Cross Roads to Wye Mills, now in the occupancy of the grantors adjoining the property formerly belonging to T. Bedford Turner and afterwards owned by Robert Mullikin, adjoining the lands of William J. Emerson and the lands of others; two hundred and three acres thereof being the land described in the deed to William Boyles from John B. Brown, Trustees, dated the thirteenth day of August, in the year eighteen hundred and eighty seven, and recorded in Liber S. C. D. No 10, folio 265, & a land record book for Queen Anne's County, Maryland; twenty acres thereof being the same land described in the deed to William Boyles from Margaret S. Simpson and Samuel Simpson, dated the fifth day of November, in the year nineteen hundred and recorded in Liber H. E. G. No. 1 folio 197 &c. a land record book for Queen Anne's County aforesaid; and twenty acres thereof being the same land described in a deed to William Boyles from James E. Meredith, late Sheriff of Queen Anne' County, bearing date the first day of April, in the year nineteen hundred and one, and recorded in Liber J. E. G. No.1, folio 472 &c. a land record book for Queen Anne's County aforesaid; said farm or tracts of land being the same real estate conveyed to the said William H. DeLacy, Annette DeLacy and James T. DeLacy by deed from William Boyles and Mary A. Boyles, his wife, dated the eleventh day of September in the year nineteen hundred and eleven, and recorded in Liber S. S. No. 10. folio 340 &c. a land record book for Queen Anne's County aforesaid, to which said deed and the references therein contained reference is hereby specially made.

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

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

PROVIDED, that if the said William H. DeLacy, Annette DeLacy and James T. DeLacy, their or either of their heirs, executors, administrators or assigns shall well and truly pay to the said body corporate, The Centreville National Bank of Maryland, its successors or assigns the aforesaid sum of Fifty Eight Hundred and Fifty Eight Dollars (\$5,858,00) and all interest to accrue thereon as represented by the aforesaid promissory note and any and every renewal and part renewal thereof including renewals and part renewals of said original or any renewal or part renewal note, when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said William H. DeLacy, Annette DeLacy and James T. DeLacy their heirs and assigns shall possess said property.

AND the said William H. DeLacy, Annette DeLacy and James T. DeLacy, jointly and severally, for themselves and each of them, and for their and each of their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof in some Company or Companies approved by the said body corporate, The Centreville National Bank of Maryland, its successors, or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgage, 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 shall be due and demandable and the said body corporate, The Centreville National Bank of Maryland, its successors or assigns, or Thomas J. Keating their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as party selling may deem expedient, for cash or for cash and credit, at the option of the person making sale, the credit

payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to the mortgagors, or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said body corporate, The Centreville National Bank of Maryland, its successors or assigns, or Thomas J. Keating their said Attorney shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said William H. DeLacy, Annette DeLacy and James T. DeLacy for themselves and each of them for their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the grantors; the day and year first above written:-

Test: William L. Holton.

Wm. H. DeLacy. (SEAL)

Annette DeLacy. (SEAL)

Jas. T. DeLacy (SEAL)

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

I hereby certify that on this twelfth day of May, in the year nineteen hundred and seventeen, before the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, duly commissioned and qualified, personally appeared William H. DeLacy, Annette DeLacy his wife, and James T. DeLacy, the grantors above named, and did each acknowledge the foregoing mortgage to be their respective act and deed.

And at the same time before me personally appeared J. Fletcher Rolph the Cashier and Agent of the body corporate, The Centreville National Bank of Maryland, the within named mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

And the said J. Fletcher Rolph at the same time before me further made oath that he is the Cashier of said body corporate, The Centreville National Bank of Maryland, and its duly authorized agent to make the oath as to the consideration stated in this mortgage.

Witness my hand and Notarial seal the day and year last abovewritten:-

Notary
Public
Seal.

William L. Holton,

Notary Public.

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

For value received, the within and foregoing mortgage is hereby assigned to Wm. R. Leager to the extent of five thousand dollars, being the balance due thereon with interest from July 1, 1918, without recourse or guarantee.

In testimony whereof the body corporate, The Centreville National Bank of Maryland has caused its name to be hereto signed by its President and its corporate seal to be hereto annexed this 1st. day of July, 1918.

Attest J. F. Rolph, Cashr.

The Centreville National Bank of Maryland

Corporate By. Wm. McKenney, President.

Seal The
Centr. NAT.

Bk.

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

We, the undersigned, Administrators d.b.n.c.t.a. of William Leager, deceased, by virtue of an order passed in the Orphan's Court for Queen Anne's County, bearing date of Sept. 1st. 1925, in the estate of Wm. R. Leager, do hereby assign the within and aforegoing mortgage to Lula Maywood Coppage and Emma A. Swain, Executrices of Martha A. Leager, deceased.

Witness our hands and seals this first day of Sept. 1925.

Test: Chas. E. Tucker.

Lula M. Coppage. (SEAL)
Emma A. Swain. (SEAL)
Admri. d.b.n.c.t.a. of
Wm. R. Leager, deceased.

For value received, to wit: the sum of forty five hundred dollars (\$4500.00) the balance due and owing under this mortgage, and by virtue of an order of the Orphan's Court for Queen Anne's County Maryland, passed in the estate of Martha A. Leager, we do hereby assign the within and aforegoing mortgage with interest thereon from Aug. 1st. 1925 to Richard T. Earle, Trustee, for Mary E. Earle.

Witness our hands and seals this 1st. day of Sept. 1925.

Test: Chas. E. Tucker.

Lula M. Coppage. (SEAL)
Emma A. Swain (SEAL)
Executrices of Martha
A. Leager, deceased.

Queen anne's County, to wit: Be it remembered that on 21st, day of November, in the year 1930, the following assignment was brought to be recorded,, to wit:—

FOR VALUE RECEIVED, and pursuant to an order of the Circuit Court for Queen Anne's County in equity, passed on the 12th day of November, 1930, in the cause in said Court entitled "In the Matter of the Lunacy of Mary E. Earle", being Chancery Cause No. 727 on the Chancery Docket of said Court, I, Richard R. Earle, Trustee for Mary E. Earle do hereby transfer and assign the within and aforegoing mortgage unto William R. Horney, Trustee and Committe of Mary E. Earle, for the amount and to the extent of the balance due thereunder, to wit: the sum of forty five hundred dollare (\$4,500.00) with interest from the 1st. day of August, 1930, without recourse or guarantee.

Witness my hand and seal, this 21st, day of November, 1930.

Test: Hilda T. Seward.

Richard T. Earle. (SEAL)
Trustee for Mary E. Earle

Queen Anne's County, to wit: Be it remembered that on the sixth day of August, in the year 1934, the following Assignment was brought to be recorded, to wit:—

For value received and pursuant to the order of the Circuit Court for Queen Anne's County in Equity passed on tje 3rd. day of August. 1934. in the cause in said Court entitled "In the Matter of the Lunacy of Mary E. Earle" being cause No. 727 on the Chancery Docket of said Court, I, William R. Horney, Trustee and Committee of Mary E. Earle, do hereby transfer and assign the within and aforegoing mortgage, with interest from the 1st. day of February, 1931, subject to a credit of \$80.00 unto J. Frank Harper for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal, this 6th. day of August, 1934.

Test: Hilda T. Seward.

William R. Horney.
Trustee and committe of Mary E. Earle.

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. 10, folio, 314 etc. a land record book for Queen Anne's County,

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit court for Queen Anne's County, this 6th. day of August, in the year 1934.

B. Hackett Turner
Clerk.

The Certified Copy of Bond, The original of which was filed on the first day of September, in the year 1934.

Queen Anne's County, to wit: Be it remembered that on the first day of September, in the year 1934, 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, J. Frank Harper, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand dollars (\$5,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors 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 1st. day of September, in the year nineteen hundred and thirty four;

WHEREAS, a certain mortgage from William H. DeLacy, et al., to the Centreville National Bank of Maryland, a body corporate, bearing date the 12th. day of May, 1917, and recorded in Liber W. F. W. No 10, folios 314 etc. a land record book for Queen Anne's County aforesaid, was duly assigned to the said J. Frank Harper by mesne assignments recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden J. Frank Harper, 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 sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants, of said mortgage by reason of the non-payment of the principal debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH; that if the above bounden J. Frank Harper, do and shall well and faithfully, abide by and fulfill and 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.

J. Frank Harper. (SEAL)
United States Fidelity and
Guaranty Company,
By William R. Horney, Seal's
Its Attorney in fact. Place.

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

Security approved and Bond filed Sept. 1, 1934.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No.1, 285 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 1st. day of September, in the year 1934.

B. Hackett Turner

Seal's
Place.

Clerk.

And afterward, to wit: on the 4th. day of September in the year 1934. there was filed the Report Sale made by said J. Frank Harper Assignee in the words following to wit:-

J. Frank Harper,
Assignee of Mortgage,

vs.

WILLIAM H. DeLACY and

ANNETTE DeLACY, his wife, and

JAMES T. DeLacy,

Mortgagors.

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

CAUSE NO. 3007.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of J. Frank Harper, 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 and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from William H. DeLacy, et al., to the Centreville National Bank of Maryland, a body corporate bearing date the 12th day May, 1917, and recorded in Liber W. F. W. No. 10, folios 314, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by mesne assignments, duly assigned to the said J. Frank Harper, which said assignments are 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 J. Frank Harper, Assignee of Mortgage, gave bond to the State of Maryland conditioned to abide by and fulfill and order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was, by the said Clerk, duly approved prior to the sale hereinafter reported.
3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said J. Frank Harper, 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 4th day of September, 1934, beginning at the hour of 1:00 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, default having occurred therein as hereinbefore stated, proceeded to sell the real estate described in and granted and conveyed by said mortgage, that is to say: he then and there offered at public sale to the highest bidder, the property conveyed by said mortgage, to wit:

All that tract of land or farm, or parts of tracts or parcels of land now embraced in one farm, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Starr to Wye Mills, adjoining the lands of Robert Mullikin, William J. Emerson and others, and containing two hundred and forty three (243) acres of land, more or less, and sold the same to William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, at and for the sum of Thirty Five Hundred Dollars (\$3,500.00), he being then and there the highest bidder therefor at said sum, and he, the said William R. Horney, Trustee and Committee as aforesaid, having been authorized to be a bidder at said sale and to become the purchaser of said mortgaged property at a price not to exceed a certain sum by the order of this Court passed on the 20th day of August, 1934, in Chancery Cause No. 727 entitled "In the Matter of the Lunacy of Mary E. Earle". 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 receive one-half of the crops then growing on said farm, consisting of a tomato crop and a corn crop, the said assignee having taken said farm over under said mortgage by notice in writing to the owners as well as the tenant thereof who was one-half owner prior to the harvesting of either crop; that possession would be given immediately upon compliance with the terms of sale; that the taxes for the year 1934 would be payable by the purchaser and all taxes due and in arrears would be paid by the Assignee; that the fire insurance on the buildings would be adjusted as of the day of sale; and that the cost of all title papers would be at the expense of the purchaser.
5. That the said William R. Horney, Trustee and Committee as aforesaid, has not yet complied with the terms of sale, but has agreed to do so by paying the costs, taxes, etc., into the hands of said Assignee as authorized and in accordance with the order of this Court so as aforesaid passed on the 20th day of August, 1934, in said Chancery Cause No. 727.

Respectfully submitted,

J. Frank Harper
Assignee of Mortgage.

STATE OF MARYLAND,)
Queen Anne's County,) TO WIT:

I HEREBY CERTIFY that on this 4th day of September, in the year nineteen hundred

and thirty four; before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Frank Harper, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

Filed Sept. 4th. 1934.

B. Hackett Turner
Clerk.

Certificate Of Publication Of Advertisement.

ASSIGNEE'S SALE

of a valuable Farm. Default having occurred in the mortgage from William H. DeLacy et al., to THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, dated May 12th, 1917, and recorded in Liber W. F. W. No. 10. folios 314, etc., a land record book for Queen Anne's County Maryland, which said mortgage was, by mesne assignments, duly assigned to J. Frank Harper, the undersigned, assignee of said mortgage, 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, SEPT. 4th. 1934. beginning at the hour of 1:00 o'clock, P. M. the property conveyed by said mortgage, to wit:

All that tract of land or farm, or parts of tracts or parcels of land now embraced in one farm, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Starr to Wye Mills, adjoining the lands of Robert Mullikin William J. Emerson and others, and containing 243 ACRES OF LAND more or less The landlord's interest in all annual crops will pass to the purchaser.

The improvements consist of a dwelling, barns and other outbuildings

TERMS OF SALE: A cash deposit of \$500.00 will be required on day of sale. one-third of the purchase price, less the cash deposit of \$500.00 will be required upon the ratification of the sale by the Circuit Court for Queen Anne's County in Equity, and the balance of said purchase price will be required in two equal installments payable, respectively in 1 and 2 years from the day of sale, or all cash, at the option of the purchaser, all credit payments, if any, to bear interest from the day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the undersigned. Further particulars will be made known on day of sale.

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

J. Frank Harper
Assignee of Mortgage.

THE CENTREVILLE OBSERVER

Centreville, Md., 9/4/34

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of J. Frank Harper, Assn. vs. William H. DeLacy, 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 9th day of August, 1934, being more than twenty days before the 4th day of Sept. 1934

"Exhibit A"
Filed Sept. 4. 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.
by Bertha G. Durney

N O T I C E

J. FRANK HARPER,
ASSIGNEE OF MORTGAGE
vs,
William H. DeLacy and
Annette DeLacy, his wife, and
James T. DeLacy
Mortgagors.

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

CHANCERY NO. 3007

ORDERED, This 7th. day of September, A. D., 1934, that the sale of the real estate made and reported in this cause by J. Frank Harper, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th. day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th. day of October next.

The Report states the amount of sales to be \$3,500.00

Filed Sept. 7th. 1934.

B. Hackett Turner Clerk.

Certificate order NISI of publication.

NISI
J. Frank Harper, Assignee
Of Mortgage

vs.

William H. DeLacy and
Annette DeLacy, his
wife, and James T. DeLacy
Mortgagors

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

CHANCERY NO. 3007

ORDERED, this 7th. day of September A. D., 1934 that the sale of the real estate made and reported in this cause by J. Frank Harper, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th. day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of October next.

The Report states the amount of sales to be \$3,500.00

B. Hackett Turner, Clerk

True Copy
Test: B. Hackett Turner, Clerk
Filed September 7th. 1934.

THE CENTREVILLE OBSERVER

Centreville, Md. Nov. 15 1934

THE CENTREVILLE OVSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of J. Frank Harper Assn vs William H. DeLacy and James T. DeLacy 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 13th. day of Sept. 1934. being more than four weeks before the 15th. day of October 1934

Filed Nov. 15, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

STATEMENT OF MORTGAGE DEBT.

J. FRANK HARPER,
Assigne of Mortgage,

vs.

WILLIAM H. DeLACY, ET AL.,
MORTGAGORS.

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

CAUSE NO. 3007.

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt owing as of the day of sale under the mortgage from William H. DeLacy, et al., to The Centreville National Bank of Maryland, a body corporate, bearing date the 12th day of May, 1917, and recorded in Liber W. F. W. No.10, folios 314, etc.; a land record book for Queen Anne's County, Maryland, which said mortgage was, by mesne assignments, duly assigned to the said J. Frank Harper, which said assignments are recorded among said records at the foot of said mortgage:

AMOUNT of the balance due on account of the principal mortgage debt as evidenced by the original mortgage attached hereto and the promissory note accompanying the same, to wit: -----\$4,500.00

Amount of interest on said mortgage debt from February 1st, 1931, (the date to which it was last paid), to the 4th day of September, 1934, (the date of the sale of the real estate made and reported in this cause), to wit: -----\$969.75

Less the following payments made on account of the interest payment in the sum of \$135.00 due August 1st, 1931:

July 30th,-----	\$60.00		
August 20th, 1932,-----	5.00		
September 19th, 1932,-----	5.00		
October 21st, 1932,-----	5.00		
November 25th, 1932,-----	5.00	80.00	889.75

Total amount of mortgage debt owing as of the day of sale, the said 4th day of September, 1934,----- \$ 5,389.75

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

I HEREBY CERTIFY that on this 20th day of October, 1934, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Frank Harper, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

B. Hackett Turner
 Clerk.

Filed Oct. 22nd 1934.

FINAL ORDER OF RATIFICATION

ORDERED, this 15th day of November, in the year nineteen hundred and thirty four. by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by J. Frank Harper, 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 J. Frank Harper, Assignee as aforesaid, is allowed the usual commissions allowed by this court upon the sale of the real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

Wm.H. Adkins

Filed Nov. 15th. 1934.

REPORT AND ACCOUNT OF THE AUDITOR.

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

J. Frank Harper,)
 Assignee of Mortgage,)
 vs.)
 William H. DeLacy,)
 et al.,)
 Mortgagors.)

CAUSE NO. 3007.

To The Honorable Judges Of Said Court:-

I, MADISON BROWN, the auditor of the Court, unto Your Honors respectfully sets forth:

The proceedings in this cause were instituted for the collection of a mortgage debt by a sale of mortgaged property under power of sale contained in a mortgage and the proceeds of the sale made are not sufficient to pay the mortgage debt and costs of sale in full.

I have stated the within account by first charging J. Frank Harper, the party making sale of this cause, with the gross amount of the sale made by him per his report and I have then in the account allowed out of the amount charged as follows:

Unto the said vendor his commissions for making the sale per terms of the mortgage the court costs of the cause, the cost of his corporate bond filed herein, the charges of the auctioneer for making the sale, the cost of advertising notice of sale and the several orders nisi of the cause, taxes upon the mortgaged real estate in arrears and unpaid at the time of sale, and the fee of the auditor.

UNTO the said J. Frank Harper as assignee of the mortgage the balance of the amount so charged unto him less the allowances mentioned as a credit on the mortgage claim due him on the day of the sale.

I append below a statement showing the balance due the said assignee as of the day of the sale and after application to his claim of the net proceeds of sale of this cause.

Which is respectfully submitted.

MADISON BROWN
AUDITOR.

STATEMENT OF MORTGAGE DEBT.

William H. DeLacy, Annette DeLacy, James T. DeLacy, mortgagors, in account with J. Frank Harper, assignee.

1934

Sept. 4 To amount due by them to said assignee under the mortgage mentioned in this cause on this date, day of sale, per statement of mortgaged debt filed, to wit: -----\$5,389.75

1934

Sept. 4 Cr. Amount distributed to him in within account on said debt, sum of -----\$3,081.74

Dr. To balance due said assignee with interest thereon from September 4, 1934. to wit: \$2,308.01

November 23, 1934.

Madison Brown
Auditor.

Cause No. 3007

The proceeds of the sale of the mortgaged real estate of William H. DeLacy Annette DeLacy, his wife, and James T. DeLacy, mortgagors making the mortgage under which the sale of this cause was made, in account with J. Frank Harper, assignee of said mortgage, and the vendor thereunder of the sale of this cause.

1934

Sept. 4 CR.

By the amount of the gross sale of said real estate per the report of sale filed in this cause, to wit: the sum of -----\$3,500.00

DR.

1934

Sept

4 To J. Frank Harper, said vendor, for his commissions for making the sale mentioned per terms of the mortgage, the sum of -----\$185.00

To do., for the Court costs of this cause per statement of costs of Clerk as follows:

Appear. fee of Harper and Horney -----\$10.00
Costs of B. H. Turner, clerk: -----\$18.75 28.75

To do., for the cost of his bond with corporate surety thereon filed herein, the sum of -----\$20.00

To do., for the charges of J. E. Anthony for crying the sale made, the sum of ----- 10.00

To do., for the cost of advertisement in the Centreville Observer notice of sale -----\$13.50
order nisi on sale ----- 3.75
nisi as to this audit ----- 2.50
total costs -----\$19.75 19.75

To do., for the amount due Anna Q. Skinner, treas., for state and county taxes on mortgaged land sold for year 1931 -----\$41.96
for the year 1932 ----- 108.30

total per tax statements filed ----- \$150.26 150.26

To Madison Brown, auditor, for stating this account, the sum of ----- 4.50
\$418.26

To J. Frank Harper, assignee of said mortgage, this balance, which is not sufficient to pay the mortgage debt in full, on account of his mortgage debt. to wit: the sum of

3,081.74
\$3,500.00 \$3,500.00

November 23, 1934.

Filed Nov. 23rd 1934.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT

J. Frank Harper
Assignee of Mortgage

VS.

William H. DeLacy and
Annette DeLacy, his wife
and Mortgagors

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

CASE NO. 3007

ORDERED, This 23rd day of November in the year nineteen hundred and 34 that the Report and Account filed in these proceedings by Madison Brown Auditor, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st day of December 1934; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of December 1934 in some newspaper printed and published in Queen Anne's County.

Filed November 23rd. 1934

B. Hackett Turner Clerk

Certificate of Publication of
Nisi Ratification Of Audit

J. Frank Harper,
Assignee of Mortgage

vs.

William H. DeLacy and
Annette DeLacy, his wife

And Mortgagors

In THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3007 Ordered, this 23rd day of November in the year nineteen hundred and thirty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary be shown on or before the 21st day of December 1934; Provided a copy of this order be published once a week in each of two successive weeks before the 14th day of December 1934 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

True copy test:

B. Hackett Turner, Clerk.

Filed November 23rd, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md., Dec 22 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification Of Audit in the case of J. Frank Harper, Assn of Mtg. vs. William H DeLacy and Annette DeLacy, his wife a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 29th day of November 1934, being more than two weeks before the 14th day of Dec. 1934

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Dec 22 1934.

By Bertha G. Durney

CHANCERY NO. 3010

QUEEN ANNE'S COUNTY to Wit: Be it remembered that on the Nineteenth day of September in the year 1934, H. Findley French Assignee of Mortgage filed in Court here his order to docket suit in the worde following to wit:-

H. FINDLAY FRENCH

ASSIGNEE

VS.

JONATHAN BROWN,
and

MARY E. BROWN, his wife,

MORTGAGORS;

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY,

In EQUITY

CASE NO.

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, Esq., as the Solicitor for the Assignee, and make and file in this Case a Certified Copy of the Mortgage from Jonathan Brown and Mary E. Brown, his wife to Ellen B. Findlay, Mary P. B. Findlay, and Elizabeth H. French, dated the 17th. day of November, in the year, 1924, and recorded in Liber B. H. T. No. 2 folios 498 etc., one of the Land Records Books for Queen Anne's County, Maryland, together with the assignment thereon at the foot of the same; and also make and file in this Case a certified Copy of the Deed of Assignment from Mary P. B. Findlay and H. Findlay French, Executors of Ellen B Findlay to Mary P. B. findlay and Elizabeth h. French, dated may, 22nd., 1930, and Recorded in Liber B. H. T. NO. 11, folios 219 etc., One of the Land Records Boors for Queen Anne's County, Maryland; and also file in this Case, the accompany Bond.

J. H. C. Legg

Sept. 19, 1934.

Solicitor for H. Findlay French,
Assignee.

And on the same day last aforesaid and along with said order to docket suit there was filed The following Certified Copy of Mortgage, to wit:

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

THIS MORTGAGE, made this seventeenth day of November, in the year one thousand nine hundred and twenty-four, by and between JONATHAN BROWN and MARY E. BROWN, his wife, of Wilmington, New Castle County, State of Delaware, parties of the first part, Mortgagors, and Ellen B. Findlay, Mary P. D. Findlay and Elizabeth H. French, all of Baltimore City, State of Maryland, parties of the second part, Mortgagees.

WHEREAS the said Jonathan Brown is justly indebted unto the said Mortgagees in the full sum of seventy five hundred dollars for money this day lent and advanced to be applie to the payment of the balance of the purchase money of the property hereinafter described which said sum the said Jonathan Brown has covenanted and agreed to repay unto the said mortgagees five years from the date hereof, together with interest thereon at the rate of six per centum per annum, payable semi-annually, both principal and interest being payable in gold coin of the United States of the present standard of weight and fineness; and With the privilage to the said Mortgagors, their heirs or assigns, to pay off said mortgage debt, and all accrued interest thereon, at any time before the maturity hereof or before default hereunder provided three months notice is given to the mortgagees of their intention so to do. WHEREAS it was a condition precedent to the making of the aforesaid loan, that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagors do hereby grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all that farm in Queen Anne's County, in the State of Maryland, known as "Parson's Island" in the Fourth Election District of Queen Anne's County in Eastern Bay and separated from Parsons Point, on Kent Island, by a small stream of water containing one hundred and forty acres of land, more or less, described, however, in former deeds connected with this chain of title, as containing one hundred and sixty one acres two roods thirty perches and is also shown on a plat and survey of said island as containing one hundred and sixty one acres, two roods and thirty seven perches, which plat and survey is filed in the proceedings for the divisions of the estate of the estate of James Bright, deceased, instituted in May 1876, and recorded among the Judgment Decords of said County in Liber J. W. No. 5, folio 412; Being the same parcel of ground, which by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Queen Anne County, prior hereto, was granted and conveyed by H. Findlay French and wife to the said Jonathan Brown, in fee simple.

TOGETHER with the buildings and improvements thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any-wise appertaining.

TO HAVE AND TO HOLD the same property, with the improvements and appurtenances aforesaid, unto the said mortgagees their heirs, and assigns, in fee simple. Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void. BUT upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith. And upon any default in the terms of this mortgage, a sale may be made by the said mortgagees, their personal representatives, successors or assigns, or by their Attorney, under Article LXVI, sections 6 to 10, inclusive, of the Annotated Code of the Public Civil Laws of Maryland, edited by George P. Bagby, or any other general or local laws of the State of Maryland relating to mortgages. And such sale may be of the property as a whole, and it shall not be the duty of the party selling to sell the same in parts or in lots, unless he so desires; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. AND it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of twenty five dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagees or their assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commissions allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, their personal representatives, or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said Jonathan Brown, his heirs, executors, administrators and assigns, and half of such commissions and all such expenses and costs shall be paid by the mortgagor or his assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that untill default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagors, their heirs, or assigns shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, taxes, assessments, public dues and charges the said Jonathan Brown covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagees the receipted bills thereof, at the place of business of the mortgagees, or their agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagees as additional security.

AND the said mortgagors covenant to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by, the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire to insure to the benefit of the said mortgagees, their personal representatives, or assigns, to the extent of their lien or claim under this mortgage. and to deliver the policy or policies to the mortgagees, to be kept by the mortgagees. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagors to make payment for such loss to the mortgagees only, and not to the mortgagors and mortgagees jointly; such payment to the mortgagees shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage. And the said mortgagors covenant to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the said mortgagors.

TEST: JONATHAN BROWN (SEAL)
W. L. MILLER MARY E. BROWN (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 17th day of November in the year one thousand nine hundred and twenty-four before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Findley French, agent of the within named mortgagees 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 also made oath that he is agent of the mortgagee.

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

Notary Public Seal.
Homer M. Respass
Notary Public.

DISTRICT OF COLUMBIA, SS: TO WIT:

I HEREBY CERTIFY That on this 17th day of November, in the year one thousand nine hundred and twenty four, before me, the subscriber, a Notary Public in and for the District aforesaid, personally appeared JONATHAN BROWN AND MARY E. BROWN, his wife, the within named mortgagors, and severally acknowledged the foregoing mortgage to be their respective act.

WITNESS my hand and notarial Seal.

Notary
public
seal.

My commission expires
Feb. 25, 1925.

W. L. MILLER
Notary Public

For Partial Assignment of the above mortgage, see Liber B. H. T. No. 11, folio 219.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 17th day of September, in the year 1934, the following assignment was brought to be recorded, to wit:

For value received we do hereby assign the within and aforegoing mortgage to H. Findlay French for collection and foreclosure.

As witness our hands and seals this 29th day of August, in the year nineteen hundred and thirty four.

Witness:

Margery Whyte
Genry W. Weare

Mary P. D. Findlay (SEAL)

Elizabeth H. French (SEAL)

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

I hereby certify that the aforegoing is truly taken and copied from Liber B. H. T. No. 2, folios 492, 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 September, in the year nineteen hundred and thirty four.

B. Hackett Turner Clerk.

Seals
Place.

CERTIFIED COPY OF BOND, The original of which was filed on the nineteenth day of September, in the year 1934.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the nineteenth day of September, in the year 1934, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we H. Findlay French of Baltimore City, in the State of Maryland, as Principal, and the State of Maryland, 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 ten 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, and administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th, day of September in the year nineteen hundred and thirty four.

Whereas, the above bounden H. Findlay French by virtue of the power of sale contained in a mortgage from Jonathan Brown and Mary E. Brown, his wife, to Ellen B. Findley, Mary P. B. Findlay and Elizabeth H. French, bearing date the 17th, day of November, in the year nineteen hundred and twenty four, and recorded among the land record books of Queen Anne's County, Maryland, in Liber B. H. T. No. 2, folios 492 etc. and the said Ellen B. Findlay, one of the mortgagees having died in the year 1929, her interest in the aforesaid mortgage was assigned by her executors, to the said Mary P. B. Findlay and Elizabeth H. French, by deed of assignment, dated May 22, 1930, which said assignment is recorded among the land record books for Queen Anne's County, Maryland, in Liber B. H. T. No. 11, folios 219 etc. And whereas on the 29th. day of August, in the year 1934, the said Mary P. B. Findlay and Elizabeth H. French, did assign the aforesaid mortgage to one H. Findlay French, which said assignment is recorded at the foot of the aforesaid mortgage, in Liber B. H. T. NO 2, folios 492 etc. one of the land record books for Queen Anne's County, Maryland, default having occurred in the covenants contained in the said mortgage, in the non payment of the mortgage debt, interest and taxes, the said H. Findlay French, as the assignee of the aforesaid mortgage is about to sell the land and premises described in the said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the condition of this obligation is such, that if the above bounden H. Findlay French, assignee as aforesaid, does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceed 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

William J. Kelley.
As to surety: G. Gillis.

Seal's
Place.

H. Findlay French (SEAL)
Fidelity and Deposit Company
of Maryland

By H. P. Jenness.
Attorney in fact.

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

Security approved and Bond Filed this 19th. day of Sept. 1934.

B. Hackett Turner, Clerk.

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

I certify that the foregoing is truly taken and copied from Liber B. H. T. No 1, fol. 287 etw 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 September, in the year 1934.

B. Hackett Turner
Clerk.

And afterward to wit: on the twenty eighth day of November in the year 1934, there was filed the Report Sale made by said H. Findlay French Assignee in the words followin to wit:-

H. Findlay French,

Assignee,

vs.

Jonathan Brown

and

Mary E. Brown, his wife,

Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY,

CAUSE No. 3010.

TO THE HONORABLE THE JUDGES, OF SAID COURT:

The Report of H. Findlay French, Assignee of the Mortgage from Jonathan Brown and Mary E. Brown, his wife, to Ellen B. Findlay, Mary P. B. Findlay and Elizabeth H. French, dated November the 7th, in the year 1924, and recorded in Liber B. H. T. No. 2 folios 492, to one of the Land Record Books for Queen Anne's County, State of Maryland, and by mesne assignments, assigned to H. Findlay French, on the 29th day of August in the year 1934, which assignment is recorded at the foot of the aforesaid Mortgage, in the aforesaid liber, which said Mortgage authorized the said Mortgagees, their personal representatives, successors, or assigns, to make sale of the said Mortgaged premises, in case of any default, in the terms, conditions and covenants of the said Mortgage, shows that default was made in the non payment of the mortgage debt, interest, and taxes; and that after giving bond with security approved by the Clerk of this Court, and filed with him previous to the day of sale, for the faithful discharge of the trust reposed in him, and after giving more than twenty days previous notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer, a weekly newspaper printed and published in said Queen Anne's County, State of Maryland, a certified copy of which said advertisement is herewith filed with this report of sale, and prayed to be taken as a part of the said Report of Sale, he did pursuant to said Notice and advertisement attend in person together with his Solicitor, in front of the Courthouse door in the Town of Centreville, in Queen Anne's County, State of Maryland, on Saturday, October the 13th, in the year 1934, at the hour of 2:30 o'clock P. M. and did then and there proceed to sell the mortgaged property mentioned and described in the aforesaid Mortgage and in the aforesaid advertisement as follows, to wit: All that farm in Queen Anne's County, in the State of Maryland, known as "Parsons Island", in the Fourth Election District of Queen Anne's County, Maryland, in Eastern Bay, and Separated from "Parsons Point", on Kent Island by a small stream of water, (this description in the Mortgage being taken from old Plats and Deeds, for at the present time this "small stream of water", is near one-half mile or more or less wide) containing 140 acres of land more or less (this quantity of land is taken from the aforesaid description of it in the aforesaid Mortgage, but since the Mortgage was executed, and on account of erosion the said Island is probably ten or fifteen acres more or less, less than the 140 acres mentioned in said Mortgage) and being the same land described in the aforesaid Mortgage, with the above notations, to which said Mortgage and the references therein, especial reference is hereby made for an accurate description of the Mortgaged property sold under the said Mortgage, and your assignee offered the said Mortgaged property as a whole, and not by the acre, and after crying the sale for some time the said Mortgaged property as a whole was struck off to one John J. Engel, 726 Federal Street, Camden, New Jersey, who was the highest bidder, at and for the sum of \$7500.00, who gave your Assignee his check for \$2500.00, on the North Camden Trust Company of Camden, New Jersey, assuring your assignee in the presence of his Solicitor, (J.H. C. Legg, Esq.,) that the check was good. Your assignee returned to Baltimore, and on Monday morning deposited the check for collection with his bank, the Equitable Trust Company of Baltimore, instructing the said company to send it direct for immediate collection to the North Camden Trust Company, and on Tuesday had this bank telephone the said Trust Company to make sure that the check had arrived and had been honored, only to find that the said check was being returned to Baltimore marked "payment stopped".

Your assignee thereupon left early Wednesday morning, October 17th, for Camden, New Jersey, where, after inquiring into this matter in several quarters, including the North Camden Trust Company, succeeded finally in locating Mr. Engel who stated to your assignee that he would be able to make the said check good by Friday October 19th. Your assignee thereupon returned to Baltimore, and received from the Equitable Trust Company said Engel's check for \$2500.00 above referred to, which had been sent back marked "payment stopped". Your assignee, not having heard from Mr. Engle, as promised, wired him on October 19th as follows. "Hoped it would be unnecessary to wire you today that action is essential to obviate grave

returned check situation still outstanding." Your assignee has not heard from him in any way. Your assignee is confident from the investigation and from information he has gathered, that Engle is unable to comply with the terms of sale, and your assignee has this day sold the said Mortgaged Property to Mary P. B. Findlay and Elizabeth H. French, at Private sale, at and for the sum of Seventy-five Hundred Dollars, and reports that the purchasers will comply fully with the terms of sale upon the Final ratification of the Private Sale by this Honorable Court.

All of which is respectfully submitted by

H. Findlay French

Assignee of Mortgage for Foreclosure
and collection.

State of Maryland, Baltimore City, to Wit:

I hereby certify that on this 14 day of November, in the year Nineteen Hundred and Thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared H. Findlay French, Assignee of the Mortgage, as hereinbefore set out, in the aforesaid Report of Sale and made oath in due form of law, that the matters and things stated in the aforesaid Report of Sale are just and true to the best of his knowledge and belief, and that the Private Sale therein reported was fairly and bona fide made. In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal, the day and year first above written.

Ruth M. Marriner
Notary Public.

Seal's
Place.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT.

ASSIGNEE'S SALE of a valuable FARM. Default having occurred in the terms of the mortgage from Jonayhan Brown and Mary E. Brown, his wife, to Ellen B. Findley, Mary P. B. Findlay, and Elizabeth H. French, dated November the 17th, 1924, and recorded in Liber B. H. T. No. 2 folios 492 etc., one of the Land Record Books for Queen Anne's County, State of Maryland, and by MESNE Assignments, assigned to H. Findlay French, for collection and foreclosure; the undersigned, as the assignee of the aforesaid Mortgage, by virtue of the power of sale contained in the said Mortgage, will sell at public sale to the highest bidder in front of the Court House Door in the Town of Centreville, in Queen Anne's County, Maryland, on SATURDAY, OCTOBER 13th, 1934 at the hour of 2:30 o'clock P. M. the following described real estate, TO WIT: ALL THAT FARM in Queen Anne's County, in the State of Maryland, known as "PARSON'S ISLAND", in the Fourth Election District of Queen Anne's County, Maryland, in Eastern Bay, and separated from "PARSON'S POINT", on Kent Island, by a small stream of water, (this description in the Mortgage being taken from old plats and deeds, for at the present time, this "small stream of water", is nearly one half mile more or less wide) containing 140 ACRES OF LAND more or less (this quantity of land is taken from the aforesaid description of it, in the aforesaid Mortgage, but since the Mortgage was executed, and on account of erosion, the Island is probably 10 or 15 acres more or less, less than the 140 acres mentioned in said mortgage) and being the same land which is described in the aforesaid Mortgage: with the above notations, the said farm is improved by a good frame dwelling house, and two other separate buildings, for Dwelling quarters, a large barn and other good outbuildings.

This Island or Farm offers a wonderful opportunity for the shooting of all kinds of Wild-Fowl; Fish, Crabs, Oysters, and wildfowl of all kinds abound around its shores, it has been called "The Gunners Paradise"

TERMS of SALE-- \$2,500.00 in cash at the time of the sale, the balance of the purchase money in cash upon the final ratification of the sale by the Court; interest on deferred payment at 6% until paid or all cash on day of sale at the option of the purchaser or purchasers; Title papers including Revenue Stamps, On Deed at the expense of the Purchaser. Further and more detailed particulars made known on day of sale.

J. H. C. Legg, Attorney for
assignee.

J. Elmer Anthony, Auctioneer.

H. FINDLAY FRENCH,
Assignee of Mortgage for
Foreclosure and Collection.

THE CENTREVILLE OBSERVER

Centreville, October 12 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO, hereby certifies that the Assignee's Sale in the case of H. Findlay French, Assn, vs Jonathan Brown and Mary E. Brown his wife, 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 20th day of September 1934 being more than twenty days before the thirteenth day of October 1934

Filed Nov. 28th. 1934

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G Durney

N I S I

H. FINDLAY FRENCH
ASSIGNEE

VS

JONATHAN BROWN and

MARY E. BROWN
MORTGAGORS

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 3010.

ORDERED, This 28th. day of NOVEMBER A. D., 1934, that the private sale of the real estate made and reported in this cause by H. Findlay French, Assignee be ratified and confirmed, unless cause to the contrary be shown on or before the 31st. 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 \$7500.00

B. Hackett Turner Clerk.

Filed November 28th. 1934.

CERTIFIED COPY OF LAST WILL AND TESTAMENT
Filed February 9th 1935.

Baltimore, Md,
March 23, 1921.

I, Ellen Boyd Findlay, being of sound mind do make this my last will and testament. I give and bequeath to my sister Mary P. B. Findlay, all the property known as "Bramblebush" and situate in Washington Township, Franklin county, Pennsylvania, near Charmian.

I give and bequeath to my nephew Henry Findlay French five thousand dollars, to be obtained by my executor from my estate in any way deemed expedient for the purpose of purchasing a keepsake.

All of my personal, furniture, silverware, etc: or of any description I give to my sister Mary P. B. Findlay.

All the rest and residue of my estate I give to my sisters Elizabeth H. French and Mary P. B. Findlay, to be divided between them shares and share alike, and I name Mary P. B. Findlay French as my executors without bond.

Witnesses
Maude M. Schaefer

Ellen Boyd Findlay (SEAL)

Cassie Dingin

Filed February 9th, 1935.

BALTIMORE CITY, ss.

ON the 22nd, day of May 1929, came H. Findlay French and made oath in due form of Law, that he does not know of any Will or Codicil of Ellen Boyd Findlay late of said City, deceased, other than the above instrument of writing, and that he received the same from the testatrix and that the said Ellen Boyd Findlay departed this life on the 13th day of May 1929.

Sworn to in open Court

Filed Feb. 9th, 1935.

EDWIN R. DOWNES
Register of Wills for Baltimore City

BALTIMORE CITY, ss.

On the 22nd, day of May 1929, came Maude M Schaefer one of the subscribing witness to the foregoing last Will and Testament of Ellen Boyd Findlay late of said city, deceased, and made oath in due form of law, that she did see Testrix sign and seal this 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 apprehension of sound and disposing mind, memory, understanding; and that she, together with Cassie Dingin the other subscribing witness thereto subscribed thier names as witness to this Will in her presence at her request; and in the presence of each other.

SWORN To in open Court
Test:

EDWIN R. DOWNES
Register of Wills for Baltimore City

5000--5-29

Filed Feb. 9th, 1935

BALTIMORE CITY, ss.

On the 22nd, day of May, 1929 came Maude M. Schaefer and made oath in due form of law, that she familiar with the handwriting of Cassie Dingin one of the attesting witnesses to the last Will and Testament of Ellen Boyd Findlay late of said city, deceased, and he verily believes that the signature of the said Ellen Boyd Findlay as so written as the true and genuine signature of said Cassie Dingin who is now whereabouts unknown.

Sworn to in open Court

EDWIN R. DOWNES
Register of Wills for Baltimore City

Filed Feb. 9th, 1935

IN THE ORPHAN COURT OF BALTIMORE CITY

The Court, after having carefully examined the above last Will and Testament of Ellen Boyd Findlay, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 22nd, day of May, 1929, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Ellen Boyd Findlay, deceased.

JUDGES

(Harry C. Gaither
(
(
(Philip L. Sykes

Filed Feb. 9th. 1935.

STATE OF MARYLAND

Baltimore City, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the foregoing is a true and full copy of the Last Will and Testament of Ellen Boyd Findlay late of said City, deceased, together with proofs and probate taken from Wills Liber E. R. D. # 164 folio 289 being one of the record filed, recorded and kept in the office of the Register of Wills for Baltimore City.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the Seal of said Court and office, this 6 day of February, in the year of our Lord nineteen hundred and thirty-five.

Filed Feb. 9th, 1935.

7 John H. Brouse
Register of Wills for Baltimore City.

CERTIFIED COPY OF
FIRST ADMINISTRATION
ACCOUNT.

Filed February 9th, 1935

IN THE MATTER OF THE

ESTATE OF

ELLEN BOYD FINDLAY

0
0
0
0
0

IN THE ORPHAN

COURT OF BALTIMORE

CITY.

The First Administration Account of Mary P. B. Findlay and H. Findlay French, Executors of Ellen Boyd Findlay, respectfully shows:

These Accounts charge themselves with the inventory of the deceased's personal property heretofore filed herein; \$10,474.45

And with the list of separate debts due decedent heretofore filed herein, \$19,500.00

And also with the following collections:

Coupons and dividends (entire):

Interest of First Mortgage Certificate,
\$1,000.00, Mortgage Guarantee Co.,
5½'s, No 3512, July and January, \$55.00

Interest on First Mortgage Certificate,
\$2,000.00, Mortgage Guarantee Co.,
5½'s July and January, \$110.00

Interest on \$1,000.00, United Railways, 1st
Consol., 4's, September and April, \$ 40.00

Interest on stock, Baltimore City, New
Sewerage Imp, Loan, \$ 12.00

Mortgage Interest Payments:

1/3 interest on mortgage, 11 w. Fayette St., 969.00
1/3 interest on mortgage, Parson Island, 142.50
1/3 interest, \$600.00, Bond & Mortgage
Co., 6's 1932, 11.40

Forward.

	\$1,339.90	\$29,979.45
	\$1,339.90	\$29,979.45

Interest on Deposits:

Colonial Trust Company,	81.88	
Central Saving Bank,	74.70	\$1,496.46

TOTAL ESTATE TO BE ACCOUNT FOR,

And they crave allowance for the following payments

and disbursements;

Register of Wills, Administration Expenses,	\$6.70	
Daily Record, Notice to Creditors,	6.00	
Executors' Bond, U. S. & G. Co.,	5.00	
Henry W Jenkins & Sons, Funeral Expenses,	349.00	

CHANCERY No. 2948.

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

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

vs.

Sarah E. Walls and
Thomas E. Walls, her
husband, 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 Sarah E. Walls and Thomas E. Walls, her husband, dated the 1st. day of February, 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 99.

H. B. W. MITCHELL

CERTIFIED COPY OF MORTGAGE
Filed April 6, 1933.

.....
#15,357. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the first day of February, in the year nineteen hundred and thirty two, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this first day of February, in the year nineteen hundred and thirty two, by Sara E. Walls and Thomas E. Walls, her husband, of Queen Anne's County, State of Maryland.

WHEREAS, Sara E. Walls and Thomas E. Walls are indebted unto T. Herman Palmer of said County and State in the full and just sum of seventy-five hundred dollars, (\$7,500.00), for money loaned and advanced by said T. Herman Palmer unto said Sara E. Walls and Thomas E. Walls for the purpose of completing the payment of the purchase money for the farm or tract of land hereinafter described and which said land was conveyed to said Sara E. Walls by C. Kemp Stewart and Mary L. Stewart, his wife, by deed of even date herewith and to be recorded among the land record books for Queen Anne's County immediately preceding the recording of this mortgage, which said sum of seventy-five hundred dollars, (\$7,500.00), loaned by said Palmer to said Sara E. and Thomas E. Walls has been applied to the completion of the payment of the purchase money for said farm and tract of land, for which said sum of seventy-five hundred dollars, (\$7,500.00), which is to bear interest from this date and be repaid at the expiration of two years from this date, and interest thereon in the meantime is to be paid semi-annually at the rate of six per centum per annum, the said Sara E. Walls and Thomas E. Walls have drawn and passed unto the said T. Herman Palmer their promissory note of even date herewith and payable to the order of said T. Herman Palmer at the Centreville National Bank of Maryland, Centreville, Maryland two years after date, said note being endorsed upon its face "secured by mortgage of even date herewith", and for the interest to accrue on said principal sum the said Sara E. Walls and Thomas E. Walls have drawn and passed unto the said T. Herman Palmer their four other promissory notes each for the sum of two hundred and twenty-five dollars, (\$225.00), dated and endorsed as aforesaid and payable at the aforesaid Bank six, twelve, eighteen and twenty-four months after date, respectively, 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 seventy-five hundred dollars, (\$7,500.00), the said Sara E. Walls and Thomas E. Walls, her husband, do hereby grant and convey unto the said T. Herman Palmer, his heirs and assigns, all that tract of land or farm known as "The Parson Green Farm" or by whatsoever other name or names the same may be called or known, situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, adjoining the DeFord Farm recently owned by John H. Newnam, now deceased, the land of the late Israel Woodring and the lands of Benjamin F. Carter, Mary E. Cole and others, and containing three hundred and fifty eight (358) acres of land, more or less, and being the same and all the land that was conveyed by said C. Kemp Stewart and Mary L. Stewart, his wife, unto the said Sara E. Walls by deed of even date herewith and to be recorded among the land record books for Queen Anne's County immediately preceding the recording of this mortgage to which said deed and the

references therein contained reference is hereby expressly made for a more full and particular description of said farm and tract of land.

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.

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 Sara E. Walls and Thomas E. Walls, her husband, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said T. Herman Palmer, his executors, administrators or assigns, the aforesaid sum of seventy-five hundred dollars, (\$7,500.00), and the interest to accrue thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Sara E. Walls, her heirs and assigns, shall possess said property.

AND the said Sara E. Walls and Thomas E. Walls, her husband, for themselves, their and each of their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said T. Herman Palmer, 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 heirs 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 T. Herman Palmer, his executors, administrators or assigns, or H. B. W. Mitchell of Queen Anne's County, State of Maryland, their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons 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 or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to Sara E. Walls 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 T. Herman Palmer, his executors, administrators or assigns, or the said H. B. W. Mitchell their said Attorneys, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Sara E. Walls and Thomas E. Walls, her husband, for themselves, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness our hands and seals.

SARA E. WALLS (SEAL)

Witness;

VERNA CROWL

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

I hereby certify that on this first day of February, 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, personally appeared Sara E. Walls and Thomas E. Walls, her husband, and did each acknowledge the within and foregoing mortgage to be their respective act and deed, and at the same time also personally appeared before me T. Herman Palmer and made oath in due form of law that the consideration stated in the within and foregoing 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.

Notary
Public
Seal.

VERNA CROWL
NOTARY PUBLIC.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copies from Liber B. H. T. No. 14, folios 99, 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 Sixth day of April, in the year nineteen hundred and thirty three.

B. HACKETT TURNER Clerk.

Seal's
Place.

CERTIFIED COPY OF BOND
Filed April 11, 1933.

Queen Anne's County, to wit:- Be it remembered that on the eleventh day of April, in the year 1933, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell, of Queen Anne's County, State of Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of seven thousand dollars (\$7,000.00) current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this seventh day of April, 1933.

WHEREAS, the said H. B. W. Mitchell is about to execute the power of sale contained in the mortgage from Sarah E. Walls and Thomas E. Walls, her husband, to T. Herman Palmer, dated the 1st. day of February, nineteen hundred and thirty, and recorded in Liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 99; said H. B. W. Mitchell being named in said mortgage to make sale of the property therein described in case of default in the terms or conditions thereof, default having occurred in the terms and conditions of said mortgage and said H. B. W. Mitchell having been authorized to make sale of said property.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the ABOVE BOUNDEN H. B. W. Mitchell do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

H. B. W. Mitchell. (SEAL)
Maryland Casualty Company.
By H. B. W. Mitchell.
Attorney-in-fact.

Signed, sealed and
delivered in the
presence of:
Verna Crowl

Seal's
Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed April 11th, 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, folio, 230, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 11th. day of April, in the year 1933.

Seal's
Place.

B. HACKETT TURNER
Clerk.

REPORT OF SALE
Filed April 11, 1933

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

vs.

Sarah E. Walls and Thomas E.
Walls, Mortgagors.

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

No. 2948.

To the Honorable, the Judges of said Court:-

The Report of H. B. W. Mitchell, the attorney named in the mortgage from Sarah E. Walls and Thomas E. Walls, her husband, to T. Herman Palmer, dated the 1st. day of February, in the year 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 99, a certified copy of which said mortgage being filed in the above proceedings, to your Honors respectfully shows:

That under and by virtue of the power of sale contained in the aforesaid mortgage, default having been made in the payment of the interest accrued on the principal mortgage debt secured by said mortgage and by reason of the non payment of state and county taxes levied on the mortgaged property and past due and in arrear, in and by said mortgage covenanted to be paid, the said H. B. W. Mitchell, the attorney named in said mortgage as aforesaid to make sale of the property in said mortgage described in case of default occurring in any of the terms or conditions of said mortgage, after having first given notice of the time, place, manner and terms of sale by advertisement in The Queen Anne's Record, a newspaper printed and published in Queen Anne County, Maryland, for more than twenty days previous to the day of sale, and after having filed an approved bond conditional for the faithful performance of his trust and to 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, did pursuant to said notice and advertisement, attend in front of the Court House Door in Centreville, Queen Anne's County, Maryland, on Tuesday, April 11th., 1933, at the hour of 1.30 o'clock p. m., and did then and there proceed to sell the land and premises described in said mortgage by public auction, in the following manner, that is to say:

After the auctioneer, at the direction of said H. B. W. Mitchell, Attorney as aforesaid, had read the advertisement of the sale, said H. B. W. Mitchell, Attorney named in mortgage as aforesaid, announced that State and County taxes assessed against said property prior to the year nineteen hundred and thirty three, had been paid or would be paid out of the purchase money; that the crops growing upon said farm mentioned in said mortgage would pass with said property to the purchaser thereof.

The said H. B. W. Mitchell, the Attorney named in the aforesaid mortgage, then proceeded to sell by public auction the property mentioned in said mortgage, consisting of all that tract of land or farm known as "The Parson Green Farm", situated in the Second Election District of Queen Anne's County, Md., on the southeast side of the public road leading from Centreville to Church Hill, adjoining the DeFord Farm, recently owned by John H. Newnam, now deceased; the land of the late Israel Woodring, Mary E. Cole and others, containing three hundred and fifty eight acres of land, more or less, and being the same land that was conveyed unto the said Sarah E. Walls by C. Kemp Stewart and Mary L. Stewart, his wife, by deed dated the 1st. day of February, 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 98, and sold the same to T. Herman Palmer, he being then and there the highest bidder therefor, at and for the sum of six thousand dollars (\$6,000.00). No compliance with the terms of sale has yet been made but your said Attorney feels sure that this will be satisfactorily done.

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 11th. day of April, 1933, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, the attorney named in the foregoing Report of Sale, and being the Attorney named in the mortgage mentioned in said Report of Sale, and made oath that the matters and things stated in the foregoing Report of Sale were true as therein stated, to the best of his knowledge and belief, and that the sale was fairly made.

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

Centreville, Maryland, April 11th., 1933.

I, J. Elmer Anthony, do hereby certify that, acting as Auctioneer to sell the farm or tract of land known as "The Parson Green Farm," on the southeast side of the public road leading from Centreville to Church Hill, in the Second Election District of Queen Anne's County, I did on this 11th. day of April, 1933, sell said farm or tract of land, containing 358 acres more or less, for H. B. W. Mitchell, the Attorney named in the Mortgage, and sold said farm or tract of land at public auction to T. Herman Palmer he being then and there the highest bidder therefor, at and for the sum of six thousand dollars for the whole tract of 358 acres of land, more or less.

J. ELMER ANTHONY
Auctioneer.

CERTIFICATE OF ADVERTISEMENT
OF SALE
Filed April 11, 1933.

PUBLIC SALE
of
VALUABLE FARM
Under Mortgage.

Under and by virtue of the power of sale contained in the mortgage from Sarah E. Walls and Thomas E. Walls, her husband, to T. Herman Palmer, dated the 1st day of February, 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 99, default having occurred in the terms and conditions of said mortgage, the undersigned, the attorney named in said mortgage to make sale of the land and premises in said mortgage described in case of default in said mortgage, will sell at public auction in front of the Court House Door in Centreville, Maryland, TUESDAY, APRIL 11th, 1933, beginning at the hour of 1:30 O'clock p. m., all that tract of land or farm known as "The Parson Green Farm, situated in the Second Election District of Queen Anne's County, Md., on the southeast side of the public road leading from Centreville to Church Hill, adjoining the DeFord Farm, recently owned by John H. Newnam, now deceased; the land of the late Israel Woodring and the lands of Benjamin F. Carter, Mary E. Cole and others, containing 358 acres of land that was conveyed unto the said Sarah E. Walls by C. Kemp Stewart and Mary L. Stewart, his wife, by deed dated the 1st day of February, 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 98. The improvements consist of frame dwelling house, horse stable, cow stable and other out-buildings. All crops growing upon said farm at the time of the sale will pass with said farm to the purchaser.

Terms of sale: One-third of the purchase money in cash at the time of the sale and the balance in two equal installments of one and two years, with interest from date, to be secured by the notes of the purchaser with security to the satisfaction of the undersigned, or all cash at the option of the purchaser. Title papers and revenue stamps to be at the expense of the purchaser.

H. B. W. MITCHELL,
Attorney named in mortgage.
J. ELMER ANTHONY, Auctioneer.

THE QUEEN ANNE'S RECORD
Centreville Maryland

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies,
that the Public Sale of Valuable Property in the case of Mortgage of Sara E. and

Thomas E. Walls to T. Herman Palmer a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for Four Weeks the first publication thereof having been made in said newspaper on the 16 day of March 1933, being more than Thirty days before the 11th day of April, 1933.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By M. W. Harris

Filed Apr. 11th, 1933.

N I S I

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

VS.

Sarah E. Walls,
Thomas E. Walls, her husband,
Mortgagors.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CHANCERY No. 2948.

ORDERED, This 11th day of April, A. D., 1933, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of 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 15th day of May next.

The Report states the amount of sales to be \$6,000.00.

Filed Apr. 11, 1933.

B. HACKETT TURNER Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed June 10, 1933.

ORDER NISI

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

vs.

Sarah E. Walls, Thomas E. Walls, her
husband, Mortgagors.

In the Circuit Court for Queen Anne's County In Equity. Chancery No. 2948.

Ordered, this 11th day of April, A. D., 1933, that the sale of the real estate made and reported in this cause by H. B. W. MITCHELL, Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of 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 15th day of May next.

The report states the amount of sales to be \$6,000.00.

B. HACKETT TURNER, Clerk.

True Copy-Test:

B. HACKETT TURNER, Clerk

Filed April 11, 1933.

THE QUEEN ANNE'S RECORD

Centreville

Maryland

May 5, 1933.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi in the case of H. B. W. Mitchell vs. Sarah E. Walls and Thomas E. Walls a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for Four Successive Weeks the first publica-

tion thereof having been made in said newspaper on the 13th. day of April 1933, being more than 4 weeks before the 15th day of May, 193--.

THE QUEEN ANNE'S PUBLISHING CO., INC.

Filed June 10, 1933.

BY Roy H. Wilson

STATEMENT OF MORTGAGE DEBT
Filed June 16, 1933.

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

vs.

Sarah E. Walls,
Thomas E. Walls, her husband
Mortgagees.

In the Circuit Court
for Queen Anne's County,
in Equity. No. 2948.

STATEMENT OF MORTGAGE DEBT.

Mortgage from Sarah E. Walls and Thomas E. Walls, her husband to T. Herman Palmer dated February 1st., 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 99.

Principal amount of mortgage debt	\$7,500.00
Interest to April 11th., 1933,	500.00
	<u>\$8,000.00</u>
	400.00
Attorney's Commissions @ 5%	<u>\$8,400.00</u>

T. HERMAN PALMER

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

I hereby certify that on this 16th day of June, 1933, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County personally appeared T. Herman Palmer and made oath that the within and foregoing statement of mortgage debt was true as therein set forth.

B. HACKETT TURNER

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

Filed June 16th, 1933.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed June 16, 1933.

PUBLIC SALE
OF
VALUABLE FARM
UNDER MORTGAGE

Under and by virtue of the power of sale contained in the mortgage from Sarah E. Walls and Thomas E. Walls, her husband, to T. Herman Palmer, dated the 1st day of February, 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 99, default having occurred in the terms and conditions of said mortgage, the undersigned, the attorney named in said mortgage to make sale of the land and premises in said mortgage described in case of default in said mortgage, will sell at public auction in front of the Court House Door in Centreville, Maryland, TUESDAY, APRIL 11th, 1933 beginning at the hour of 1:30 o'clock p. m., all that tract of land or farm known as "The Parson Green Farm, situated in the Second Election District of Queen Anne's County, Md., on the southeast side of the public road leading from Centreville to Church Hill, adjoining the DeFord Farm, recently owned by John H. Newman, now deceased; the land of the late Israel Woodring and the lands of Benjamin F. F. Carter, Mary E. Cole and others, containing 358 acres of land, more or less, and being the same land that was conveyed unto the said Sarah E. Walls by C. Kemp Stewart and Mary L. Stewart, his wife, by deed dated the 1st day of February, 1932, and recorded in liber B. H. T. No. 14, a land record book for Queen Anne's County, folio 98. The improvements consist of frame dwelling house, horse stable, cow stable and other out-buildings.

All crops growing upon said farm at the time of the sale will pass with said farm to the purchaser.

Terms of sale: One-third of the purchase money in cash at the time of the sale and the balance in two equal instalments of one and two years, with interest from date, to be secured by the notes of the purchaser with security to the satisfaction of the undersigned, or all cash at the option of the purchaser. Title papers and revenue stamps to be at the expense of the purchaser.

H. B. W. MITCHELL,
Attorney named in mortgage.
J. ELMER ANTHONY, Auctioneer.

THE QUEEN ANNE'S RECORD

Centreville

Maryland

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the notice of Public Sale in the case of T. Herman Palmer a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for Four weeks the first publication thereof having been made in said newspaper on the 16th day of March 1933, being more than 4 weeks before the 11th day of April 1933.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By ROY H. WILSON

ORDER OF COURT

Filed June 16th, 1933.

ORDERED, this sixteenth day of June in the year nineteen hundred and thirty three, 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 foregoing Report of Sale in the case entitled, "H. B. W. Mitchell, Attorney named in Mortgage, vs. Sarah E. Walls and Thomas E. Walls, her husband, Mortgagors," being No. 2948 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 personal, upon producing proper vouchers therefor before the Auditor.

THOMAS J. KEATING

Filed June 16th, 1933.













Chancery No. 3006.

Queen Anne's County to wit: Be it remembered that heretofore on the 4th. day of August in the year 1934 Wm. R. Horney Assignee of mortgage filed in Court here his order to docket suit in the words following, to wit:

WILLIAM R. HORNEY
Assignee of Mortgage

vs.

JOSEPH E. BAXTER and
HELEN R. BAXTER, 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 Joseph E. Baxter and Helen R. Baxter, his wife, to Sallie B. Jump, bearing date the 19th day of October, 1918, and of the assignments thereof, by mesne assignments, to William R. Horney, said mortgage and assignments being recorded in Liber J. F. R. No. 1, folios 296, 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 nonpayment 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.,

William R. Horney
Assignee of Mortgage.

Filed Aug. 4th. 1934.

And on the same day last aforesaid, and along with said order to docket suit there was filed the following Certified Copy of Mortgage, to wit:

#6663 QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on this 26th day of October, in the year nineteen hundred and eighteen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, Made this Nineteenth day of October, in the year nineteen hundred and eighteen, by Joseph E. Baxter and Helen R. Baxter, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Joseph E. Baxter is justly indebted unto Sallie B. Jump, of said county, in the full and just sum of five thousand dollars, cash loaned and advanced by her to him, which said sum it is hereby agreed shall be repaid unto the said Sallie B. Jump at the expiration of five years from the date of this mortgage; it being further agreed between the parties to this mortgage that interest on said sum shall be paid in the meanwhile unto the said Sallie B. Jump semi-annually from the date of this mortgage at the rate of six per centum per annum. It is further agreed by and between the parties to this mortgage that the said Joseph E. Baxter shall have the right and privilege to make payments before the expiration of the five years above mentioned, from that time, on account of said principal debt, said payments to be made in sums of five hundreds dollars or multiples thereof only, and are to be only at some interest paying period.

And whereas it was a condition precedent to said loan that this mortgage should be given to secure the sum loaned and the interest thereon to accrue and be paid as above set forth:

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of one dollar, the said Joseph E. Baxter, and Helen R. Baxter, his wife, do hereby grant and convey unto the said Sallie B. Jump, her heirs and assigns forever, ALL that farm or tract of land called or known as "The Joseph Baxter Farm" situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland on the public road leading from Church Hill in said county to

Forman's Branch, in said county, and on the public road branching from said public road at or near Stewart's corner and leading to I. B. and containing one hundred and seventy acres of land, more or less; being composed of two separate parcels or lots of land both of which are described in the deed to the said Joseph E. Baxter from Arthur Sudler Baxter and others bearing date on the seventeenth day of August, in the year nineteen hundred and eighteen, and recorded in Liber S. S. No. 5, fols. 193 &., a land record book of said county, to which deed reference is hereby made for further description of said two parcels of land; being the same land in which the said Joseph E. Baxter acquired five undivided six parts by said deed and in which he acquired one undivided sixth part by inheritance from John T. Baxter, his father.

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

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

PROVIDED, that if the said Joseph E. Baxter his heirs, executors, administrators or assigns, shall well and truly pay to the said Sallie B. Jump her executors, administrators or assigns, the aforesaid sum of five thousand dollars when and as the same shall become due and payable and also the interest to become due and be paid thereon as above set forth when and as the same shall become due and payable as above set forth and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Joseph E. Baxter his heirs and assigns, shall possess said property.

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

executors, administrators and assigns, hereby covenants to pay.

IN TESTIMONY WHEREOF the said mortgagors do hereunto affix their names and seals the day and year first herein above written.

JOSEPH E. BAXTER (SEAL)
HELEN R. BAXTER (SEAL)

Test:

NELSON J. BROWN

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this 19th day of October in the year nineteen hundred and eighteen before me the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid personally appeared Joseph E. Baxter and Helen R. Baxter his wife and they did each acknowledge the foregoing mortgage to be their respective act.

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

Nelson J. Brown
Notary Public.

Notary
Seals
Place.

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

I hereby certify that on this twenty sixth day of October, in the year nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, Attorney for Sallie B. Jump, mortgagee named in the foregoing mortgage, and he made oath in due form of law that the consideration stated in the foregoing mortgage is true and bonafide as therein set forth, and he further made oath in due form of law that he is the agent and attorney of the said Sallie B. Jump.

J. McK. Tilghman
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on this nineteenth day of May, in the year 1919, the following assignment was brought to be recorded, to wit:

For value received, I hereby assign and transfer the within and foregoing mortgage unto Sallie B. Jump and Madison Brown, Guardians, of Elizabeth Barton Jump, Frances Jump and Harold Jump.

Witness my hand and seal.

Test: DELHA D. BROWN

SALLIE B. JUMP (SEAL)

Queen Anne's County, to wit: Be it remembered that on the sixth day of January, 1933, the following Assignments were brought to be recorded, to wit:

For value received, we, the undersigned, do hereby assign and transfer the within and foregoing mortgage and all our several and respective rights, title, interests and estates therein and unto Francis Jump to the extent of one-half interest therein and unto Madison Brown, guardian of Harold Jump, to the extent of one-half interest therein both Elizabeth B. Jump and Francis Jump being over twenty one years of age.

Witness our hands and seals this 29th day of January, in the year nineteen hundred and thirty one.

Elizabeth J. Eley (SEAL)

formerly Elizabeth

Barton Jump

MADISON BROWN (SEAL)
Guardian of Francis Jump

MADISON BROWN Guardian (SEAL)
of Elizabeth Barton Jump

Sallie B. Jump was removed as guardian of Francis and Harold Jump on the 14th. of October, 1930, by Orphans Court of Queen Anne's County leaving undersigned sole guardian, and For value received I hereby assign all my right, title, interest and estate (which is an undivided one-half interest and estate) unto Harold Jump.

Witness my hand and seal this 6th day of January, nineteen hundred and thirty three.

Test: Madison Brown (SEAL)
Guardian of Harold Jump

Frances Butler

Queen Anne's County to wit: Be it remembered that on the fourth day of August, in the year 1934, the following was brought to be recorded, to wit:

For Value Received, we, Francis Jump and Harold Jump, do hereby transfer the within and foregoing mortgage for the amount and to the extent of Five Thousand Dollars (\$5000.00), with interest from the 19 day of October, 1931, subject to a credit of \$145.00 unto William R? Horney, for the purpose of collection by foreclosure or otherwise.

WITNESS our hands and seals, this 5th day of February, 1934:

Test E. R. Harper HAROLD JUMP (SEAL)
Margaret M. Jump FRANCIS JUMP (SEAL)

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 1 folios 296, etc., a land Record Book for Queen Anne's County aforesaid.

In testimony whereof I hereunto subscribe the seal of the Circuit Court for Queen Anne's this fourth day of August, in the year nineteen hundred and thirty four.

Seals
Place.

B. Hackett Turner Clerk.

Certified copy of bond, the original of which was filed on the 31st. day of August in the year 1934.

Queen Anne's County, to wit: Be it remembered that on the thirty first day of August, in the year 1934 the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Five thousand dollars (\$5,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors 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 31st. day of August, in the year nineteen hundred and thirty four. WHEREAS, a certain mortgage from Joseph E. Baxter and Helen R. Baxter, his wife, to Sally B. Jump, bearing date the 19th. day of October, 1918, and recorded in Liber J. F. R. No. 1, folios 296 etc. a land record book for Queen Anne's County aforesaid, was duly assigned to the said William R. Horney by mesne assignments recorded among said land records at the foot of said mortgage: AND WHEREAS, the above bounden William R. Horney, as the

assigne as aforesaid of the above described mortgage, is about to execute the power of sale contained in the said above described mortgage by making sale of the property described in, granted and conveyed by said Mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof:

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

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

Attest: Hilda T. Seward.

William R. Horney (SEAL)
United States Fidelity and
Guaranty Company,
By William R. Horney.
Its Attorney in Fact (SEALS)
(Place)

And on the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond Filed Aug. 31, 1934.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, Fol. 285 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 August, in the year 1934.

Seal's
Place.

B. Hackett Turner Clerk.

And afterward, to wit: On the 4th. day of September in the year 1934. there was filed the Report Sale made by said William R. Horney assigne, in the words following to wit:

William R. Horney,
Assignee of Mortgage,

vs.

Joseph E. Baxter, and
Helan R. Baxter, his wife,
Mortgagors.

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

Cause No. 3006.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the mortgage hereinafter described, to your Honors, respectfully sete 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 therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from Joseph E. Baxter and Helen R. Baxter, his wife, to Sallie B. Jump. bearing date the 19th day of October, 1918, and recorded in Liber J.F.R. No. 1, folios 296, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by mesne assignments duly recorded at the foot of said mortgage, duly assigned to the said William R. Horney.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said William R. Horney, Assigne of Mortgage, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was, by the said Clerk, duly approved, prior to the sale hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale by advertisement in the 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 4th day of September, 1934, beginning 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 and conveyed by said mortgage, that is to say: he then and there offered at public sale to the highest bidder, the property conveyed by said mortgage, to wit: All that farm or tract of land called or known as "The Joseph Baxter Farm" situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the public road leading from Church Hill in said County to Foreman's Branch in said County and on the public road branching from said public road at or near Stewart's Corner and leading to I. B., and containing one hundred and seventy (170) acres of land, more or less, and sold the same to Francis Jump and Harold Jump, of Queen Anne's County aforesaid, as tenants in common, at and for the sum of Thirty Nine Hundred Dollars (\$3,900.00), they being then and there the highest bidders 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 receive the landlord's share of the crops then growing on said farm, consisting of the corn and tomato crops: that possession would be given, subject to the rights of the present tenant, Alva Stant, for the remainder of the year 1934 only, immediately upon compliance with the terms of sale: that the taxes for the year 1934 would be payable by the purchaser and all taxes due and in arrears 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 expence of the purchaser.

5. That the said Francis Jump and Harold Jump have not yet complied with the terms of sale but have agreed to do so by paying the costs in full into the hands of said Assignee, they being the real owners 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 4th day of September, in the year nineteen hundred and thirty four, 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.

Filed Sept. 4th, 1934

B. Hackett Turner
Clerk.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

JOSEPH E. BAXTER and
HELEN R. BAXTER, his wife,
Mortgagors.

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

Cause No. 3006.

FINAL ORDER OF RATIFICATION

ORDERED, this 16th day of November, in the year nineteen hundred and thirty four, by the Circuit Court for Queen Anne's County in Equity, and 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 allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

Thos. J. Keating

Filed November 16th. 1934

Certificate Of Publication Of Advertizement.

ASSIGNEE'S SALE of a valuable FARM. Default having occurred in the mortgage from Joseph E. Baxter and Helen R. Baxter, his wife, to Sallie B. Jump, dated October 19th. 1918, and recorded in Liber J. F. R. Nol, folios 296, etc a land record book for Queen Anne's County, Maryland, which said mortgage was, by mesne assignments, duly assigned unto William R. Horney, the undersigned, assignee of said mortgage, 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 Centrevill, Queen Anne's County, Maryland on TUESDAY, SEPT. 4th. 1934, beginning at the hour of 1:30 o'clock, P. M., the property conveyed by said mortgage, described as follows, to wit:

All that farm or tract of land called or known as "The Joseph Baxter Farm" situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the public road leading from Church Hill in said County to Foreman's Branch in said county and on the public road branching from said public road at or near Stewart's Corner and leading to I. B. and contains, 170 ACRES OF LAND, more or less; The improvements consist of a dwelling, barns and other outbuildings. TERMS OF SALE One-third of the purchase price will be required on day of sale, and the balance will be required in two equal installments, payable, respectively, in 6 and 12 months from day of sale, or all cash, at option of purchaser; all credit payments, if any, to bear interest from day of sale, and to be secured to the satisfaction of the undersigned. Further particulars on day of sale.

William R. Horney. Assignee of Mortgage HARPER & HORNEY Attorneys
J. Elmer Anthony. Auctioneer.

Centreville, Md. 9/4/34

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assn vs, Joseph E. Baxter and Helen R. Baxter 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 9th. day of September 1934, being more than twenty days before the 4th. day of September 1934, THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

"Exhibit A" Filed Sept. 4. 1934

N I S I

William R. Horney, Assignee
of mortgage

vs.

Joseph E. Baxter and
Helen R. Baxter, his wife,
Mortgagors.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 3006

ORDERED, This 7th. day of SEPTEMBER, A. D. 1934, that the sale of real estate made and reported in the cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary be shown on or before the 14th, day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each four successive weeks before the 15th. day of October next. The Report states the amount of sale to be \$3,900.00

Filed Sept. 7th. 1934.

B. Hackett Turner Clerk.

STATEMENT OF MORTGAGE DEBT Filed Oct. 15th. 1934.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

Joseph E. Baxter and
HELEN R. BAXTER, his wife,
Mortgagors.

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

Cause No. 3006.

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt owing as the day of sale under the mortgage from Joseph E. Baxter and Helen R. Baxter, his wife, to Sallie B. Jump, bearing date the 19th day of October, 1918, and recorded in Liber J. F. R. No. 1. folios 296, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by mense assignments duly recorded at the foot of said mortgage, duly assigned to the said WILLIAM R. HORNEY:

Amount of the principal mortgage debt as evidenced by the original mortgage attached hereto, to wit: -----\$ 5,000.00

Amount of interest on said mortgage debt from October 19th, 1931, (the date to which it it was last paid), to the 4th day of September, 1934, (the date of the sale of the real estate made and reported in this cause), to wit: -----\$ 862.50
Less the payment made on account of the interest payment in the sum of \$ 150.00 due April 19th, 1932, to wit: -----\$ 145.00 717.50

Total amount Of mortgage debt owing as of the day of sale, the said 4th day of September, 1934, -----\$ 5,717.50

From which is deducted the proceeds from the sale of the LANDLORD'S share of the wheat crop harvested during the year 1934, the farm having been taken over by the said William R. Horney, Assignee as aforesaid, under said mortgage on the 18th day of June, 1934, to wit: Gross proceeds from the sale of 280 bushels of wheat @ 88 $\frac{1}{2}$ ¢ per bushel, less hauling charges of \$ 5.60, to wit: -----\$ 242.20
Less the difference in the cost of the Fertilizer used in the sowing of said wheat crop due Alva Stant, tenant, to wit: -----4.60 237.60

Net total amount of mortgage debt owing as of the day of sale, the said 4th day of September, 1934, -----\$ 5,479.90

STATE OF MARYLAND, }
Queen anne's County, }

TO WIT:

I HEREBY CERTIFY that on this 15th day of October, in the year 1934, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

Filed October 15th 1934

B. Hackett Turner
Clerk.

Certificate of order NISI Filed Nov. 15th 1934.

NISI. William R. Horney, assignee of mortgage, vs. Joseph E. Baxter and Helen R. Baxter, his wife, mortgagors. In the Circuit Court for Queen Anne's County in Equity, Chancery No. 3006. ORDERED, This 7th day of September A. D. 1934, 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 14th 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 15th day of October next. The report states the amount of sales to be \$3,900.00.

B. Hackett Turner Clerk

True Copy
Test: B. Hackett Turner Clerk
Filed September 7th. 1934

THE CENTREVILLE OBSERVER

Centreville, Md. Nov. 15 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney Assn vs Jos E. Baxter and Helen R. Baxter, 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 13th day of Sept 1934, being more than four weeks before the 15th day of October 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G Durney

Filed Nov. 15th 1934

CERTIFICATE OF APPOINTMENT OF GUARDIAN Filed November 16th, 1934

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

I, Norman S. Dudley, Register of Wills for Queen Anne's County, State of Maryland, do hereby certify that it appears from the records in my office:

1. That Sallie B. Jump and Madison Brown were appointed Guardians of (and duly qualified as such) Elizabeth Barton Jump (now Elizabeth J. Eley), Francis Jump and Harold Jump, infants, by the Orphans' Court of Queen Anne's County, on the first day of April, 1919.
2. That it further appears that the said Order of the said Court appointing said Sallie B. Jump and Madison Brown, as Guardians of said infants, was on the 14th day of October, 1930, so far as the said Sallie B. Jump was concerned leaving the said Madison Brown as the remaining and sole Guarding of said infants.
3. That it further appears that the said Elizabeth J. Eley and Francis Jump had arrived at the age of twenty one years and had released the said Madison Brown, sole Guardian as aforesaid, prior to the 29th day of January, 1931.
4. And that it further appears that the said Harold Jump arrived at the age of twenty one years and had released the said Madison Brown, sole Guardian as aforesaid, prior to the 6th day of January, 1933.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of my office this 16th day of November, nineteen hundred and thirty four.

Norman S. Dudley

SEALS
PLACE

Register of Wills for Queen Anne's
County, Maryland.
Filed November 16th 1934.

The final order of Ratification will be found among these proceedings just following the report of sale and which was recorded out of place, but is now recorded following to wit:-

ORDERED, this 16th day of November, in the year nineteen hundred and thirty four, 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 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 allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

Filed November 16th. 1934.

Thos. J. Keating

REPORT AND ACCOUNT OF THE AUDITOR
Filed Feb. 18, 1935.

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

WILLIAM R. HORNEY,
Assignee of Maryland,

vs.

Cause No. 3006.

JOSEPH E. BAXTER, and
HELEN R. BAXTER, his wife,
Mortgagors.

To the Honorable, the Judges of said Court:-

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

That this cause was instituted for the purpose of the collection of a mortgage debt by a sale of the mortgaged property under the power of sale contained in the mortgage and the proceeds of the sale are not sufficient to pay the mortgage debt due on the day of sale in full.

That in the within account William R. Horney as the party making the sale of this cause is charged with the gross proceeds of the sale of the mortgaged property per his report of sale filed and then thereout are made the following distributions, to wit:

Unto said William R. Horney, his commissions for making the sale in accordance with the terms of the mortgage; the Court costs of the cause; the cost of his bond filed in this cause per receipted account of the surety on said bond; the charges of the auctioneer for crying the sale made; the cost of advertising the notice of sale and the several orders nisi of the cause.

Unto the Auditor his fee.

Unto William R. Horney as the assignee of the mortgage, the balance of the sales charged to him remaining after the distribution above mentioned.

The auditor states below an account between the mortgagor, Joseph E. Baxter, and William R. Horney as assignee showing the amount due said assignee after the application to the mortgage debt due on the day of sale of the amount distributed to the said assignee out of the proceeds of the sale.

Which is respectfully submitted.

MADISON BROWN
Auditor.

STATEMENT OF MORTGAGE DEBT.

Joseph E. Baxter, mortgagor, to William R. Horney, assignee, 1934	DR	
Sept. 4 To amount of the mortgage debt due this day per state- ment of mortgage debt filed . . . . .		.\$5,479.00
DR. By amount distributed to assignee within		<u>3,335.13</u>
To balance due by mortgagor bearing interest from September 4, 1934 under mortgage described in this cause . . . . .		.\$2,144.77

February 18, 1935

MADISON BROWN
Auditor.

Filed February 18th, 1935.

Cause No. 3006.

The proceeds of the sale of the mortgaged real estate of Joseph E. Baxter, the party making the mortgage filed in this cause and under which the sale of this cause was made in account with William R. Horney, assignee of said mortgage and as such vendor making the sale of this cause.

1934	CR.		
Sept.			
4	By the amount of the gross sale of said real estate per report of sale filed, to wit:	\$3,900.00	
DR.			
	To William R. Horney, party making the sale for his commissions per terms of mortgage, the sum of	\$201.00	
	To do., for the Court costs of this cause per statement of Clerk as follows:		
	Costs of W.H. Carter, clerk . . .	\$18.75	
	Appear. fee of Harper & Horney . . .	10.00	28.75
	To do., for the cost of his bond to be paid the corporate surety thereon, the sum of . . .	20.00	
	To do., for the charges of J. Elmer Anthony, for his services as auctioneer at the sale mentioned, the sum of	10.00	
	To do., for the costs of advertising in The Centreville Observer the notice of sale made and the order nisi thereon, and the order nisi to be passed as to this audit, per account for same exhibited, to wit: the sum of	18.25	
	To do., for State and County taxes on the property sold unpaid and in arrears at time of the sale and to be paid by him to Anna Q. Skinner, treas. for year 1932.	\$167.42	
	for year 1933.	110.45	
	total of (per accounts exhibited)	\$277.87	277.87
	To Madison Brown, auditor, for stating this account, the sum of	9.00	
	To William R. Horney, as assignee of said mortgage, this balance in part payment of his mortgage claim, to wit: the sum of	3,335.13	
		\$3,900.00	\$3,900.00

February 18, 1935.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

William R. Horney
Assignee of Mortgage

VS.

Joseph E. Baxter and
Helen R. Baxter, his wife,
Mortgagors.

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

CASE No. 3006.

ORDERED, This 18th day of February in the year nineteen hundred and thirty-five that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 15th day of March 1935; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of March 1935 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed February 18th, 1935.

CERTIFICATE OF PUBLICATION
OF AUDIT
Filed March 18, 1935.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY, Assignee of
Mortgage
vs.
JOSEPH E. BAXTER and HELEN R.
BAXTER, his wife
Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3006.

ORDERED, This 18th day of February in the year nineteen hundred and thirty-five that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of March, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of March 1935 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:

WILLIAM H. CARTER, Clerk

THE CENTREVILLE OBSERVER

Centreville, Md. March 18, 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assn. vs. Joseph E. Baxter and Helen R. Baxter, his wife a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 21st day of February 1935, being more than ten days before the 8th day of March 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By BERTHA G. DURNEY

ORDER OF COURT
Filed Oct. 21, 1935.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

JOSEPH E. BAXTER and
HELEN R. BAXTER, his wife,
Mortgagors.

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

Cause No. 3006.

FINAL RATIFICATION OF AUDIT

ORDERED, this 2nd day of May, 1935, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

THOS. J. KEATING

Filed October 21st. 1935.





CHANCERY NO. 2893.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the Fourth day of January, in the year nineteen hundred and thirty two, the following Bill of Review was brought to be recorded, to wit:-

ALICE F. CORNELL,
Plaintiff,

vs.

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,
WILLIAM R. HORNEY, and
THOMAS J. KEATING, JUNIOR, Trustee
in the case of "J. Cornell
Brown, et. al. vs. Alice F.
Cornell", Chancery Cause No.
2857,
Defendants.

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

Cause No. 2893.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

1. That heretofore, to wit: on the 5th day of February, 1931, J. Cornell Brown and Clara Belle Brown, his wife, Mary A. Clark and Briscoe B. Clark, her husband, Florence 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, all the Defendants, but one, hereinafter named, exhibited their bill of complaint in this Court, against your Oratrix, wherein it is, among other things, alleged that James L. Cornell, late of Queen Anne's County, Maryland, departed this life, intestate, on or about the 30th day of October, 1928, seized and possessed of a certain tract of land or farm 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; 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, your Oratrix herein, and a sister, Juliet Hicks Brown, nee Cornell; that on or about the 16th day of December, 1929, the said Juliet Hicks Brown, by deed bearing the same date, did grant and convey all of her right, title, interest and estate in the aforesaid tract of land or farm unto the said J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sally C. Thomas and Dorothy L. Power, five of the Plaintiffs in said bill of complaint, and one Juliet D. Bevin, as tenants in common; that the said Juliet D. Bevin did, on or about the 5th day of February, 1930, 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, the said Victor D. Bevin, and a daughter, the said May C. Bevin, an infant under the age of twenty one years, as her only heirs at law; that the said tract of land or farm could not be divided without loss or injury to the parties interest therein and owning the same; that the said Victor D. Bevin, acting for and on behalf of himself and for and on behalf of the said May C. Bevin, infant, had joined with all of the other parties interested in and owning said tract of land or farm in a contract of sale to William R. Horney, selling unto him said tract of land or farm, at and for the sum of Thirty Thousand Dollars (\$30,000.00), the terms of sale being fully set forth in said contract of sale; that the orators in said bill of complaint were advised that because one of the parties to said contract of sale was an infant under the age of twenty one years, the said contract of sale could not 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; that it would be to the interest and advantage of all the parties owning said tract of land or farm and interested therein and all the parties to said contract of sale that the said contract of sale be ratified and confirmed by this Court for the reason that the purchase price named in said contract of sale was a fair market value of said tract of land or farm and was as much as, if not more than, said tract of land or farm would bring at public sale; and praying that said tract of land or farm might be sold under a decree of this Court for the purpose of a partition of the proceeds of sale among the parties entitled thereto; that a division of the proceeds of said sale might be had among the parties owning said tract of land or farm according to their respective interests and rights therein; that the said contract of sale might be confirmed and ratified; that a trustee might be appointed by this Court to convey said tract of land or farm unto the said William R. Horney, after the payment in

full of the purchase price; that the said trustee might be vested with the power and authority to collect and receive said purchase money and bring the same into Court for distribution; and for further relief.

2. That your Oratrix, being duly served with process for that purpose, appeared and put in answer to the said bill of complaint, to the effect following: that she "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".

3. That notice of desire to take testimony having been served upon the xaminer, and the testimony of witnesses having been duly taken in accordance with said notice, and the said cause standing ready for hearing and being submitted without argument, on the 2nd day of June, 1931, the said bill of complaint and other proceedings having been read and considered, it was by this Court, after order nisi and the due publication thereof, adjudged, ordered and decreed: first, that the sale of said tract of land or farm as made by the said parties to said contract of sale unto the said William R. Horney be finally ratified and confirmed, no cause to the contrary thereof having been shown by the preceding order nisi, and this Court having determined that it was for the interest and advantage of the infant plaintiff, and of the other persons interested in said tract of land or farm, that the said sale and the contract under which the same was made should be confirmed; and secondly, that the said Thomas J. Keating, Junior, be and was thereby appointed trustee to complete said sale.

4. That in accordance with said decree the said Thomas J. Keating, Junior, proceeded to complete said sale by filing his bond in the penalty prescribed by this Court, and by proceeding to make settlement with the said William R. Horney, the purchaser, by receiving from him the purchase price and by conveying unto him the said tract of land or farm so sold unto him, all of which will appear by reference to the Report of Sale filed, on the 17th day of June, 1931, in the case in this Court entitled "J. Cornell Brown, et al. vs. Alice F. Cornell", being Cause No. 2857, on the Chancery Docket of this Court.

5. That thereafter, to wit: on the 6th day of July, 1931, it was ordered by this Court that the papers in said proceeding be referred to the Auditor for the purpose of stating an account of the proceeds of sale.

6. That thereafter, to wit: on the 7th day of July, 1931, Madison Brown, the Auditor of this Court, returned and filed in said Chancery Cause No. 2857, an audit of the proceeds of sale as required by said order of this Court passed on the said 6th day of July, 1931, which said audit was finally ratified and confirmed, by this Court by its order passed on the 4th day of August, 1931. A certified copy of said audit, marked "Exhibit No. 1" is filed herewith as a part hereof.

7. That your Oratrix has received from the said Thomas J. Keating, Junior, Trustee, the sum of Fourteen Thousand Two Hundred and Seventy Two Dollars and Ninety Three Cents (\$14,272.93), the amount shown to be due her by said audit and has executed and delivered to him her release therefor; that the said Thomas J. Keating, Junior, Trustee, has paid all of the costs and expenses of said proceeding, including the commissions to himself, aggregating the sum of Fourteen Hundred Fifty Four Dollars and Fifteen Cents (\$1,454.15); and that the said Thomas J. Keating, Junior, Trustee, still has in his hands the aggregate sum of Fourteen Thousand Two Hundred Seventy Two Dollars and Ninety Two Cents (\$14,272.92), which said sum was awarded by said audit unto the said J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sally C. Thomas, Dorothy L. Power, Victor D. Bevin and May C. Bevin, infant, respectively, and which said sum is being held by the said Thomas J. Keating, Junior, pending the further order of this Court under the order passed in said Cause No. 2857 on the 2nd day of November, 1931.

8. That your Oratrix shows, by way of supplement, leaving of this Court therefor being first obtained, that since the signing of said decree by this Court, and the subsequent orders made by this Court, in said Cause No. 2857, your Oratrix has discovered, as the fact is, that the said James L. Cornell, when of sound and disposing mind, duly made and published his last will and testament in writing, bearing date the 15th day of July, 1897, which was executed by him, and attested according to law, and thereby gave and devised unto your Oratrix, the said Alice F. Cornell, all the property, real and personal, of which he, the said James L. Cornell, died seized and possessed, (which would include the said tract of land or farm decreed to be sold in said Cause No. 2857). A certified copy of said last will and testament, which has been duly admitted to probate by the Orphans' Court of Queen Anne's County, marked "Exhibit No. 2", is filed herewith as a part hereof.

9. That under the aforesaid circumstances, the said decree and subsequent orders, in consequence of the discovery of such new matter as aforesaid, ought to be reviewed and reversed to the end that your Oratrix may be the sole owner of said tract of land or farm under said last will and testament.

10. That upon the execution of the deed by the said Thomas J. Keating, Junior, Trustee, to the said William R. Horney, the said William R. Horney sold and granted and conveyed said tract of land or farm unto your Oratrix at and for the sum of Thirty Thousand Dollars (\$30,000.00); and that under the circumstances the said 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, Junior, Trustee, pending the further order of this Court, ought to be paid to your Oratrix, plus an amount equal to the commissions and expenses of said proceeding, if the said Court, in its

discretion, believes that your Oratrix is entitled to be reimbursed for said commissions and expenses. A certified copy of the deed from the said William R. Horney to your Oratrix, marked "Exhibit No. 3" is filed herewith as a part hereof.

11. That your Oratrix is an adult and resides in Queen Anne's County, State of Maryland.

12. 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.

13. That the said Mary A. Clark and Briscoe B. Clark, her husband, are adults and non-residents of the State of Maryland, residing in Northport, Suffolk County, State of New York.

14. That the said Florens A. Bristow and Allen S. H. Bristow, her husband, are adults and non-residents of the State of Maryland, residing at 14 Clark Street, in the Borough of Brooklyn, City and State of New York.

15. That the said Sally C. Thomas and Hiram Thomas, her husband, are adults and non-residents of the State of Maryland, residing at 404 Clermont Avenue, in the Borough of Brooklyn, City and State of New York.

16. That the said Dorothy L. Power and W. Kent Power, her husband, are adults and non-residents of the State of Maryland, residing at 912 38th Avenue West, Calgary, Province of Alberta, Dominion of Canada.

17. That the said Victor D. Bevin is an adult and a non-resident of the State of Maryland, residing in Northport, Suffolk County, State of New York.

18. That the said May C. Bevin is an infant, under the age of twenty one years, and a non-resident of the State of Maryland, residing in Northport, Suffolk County, State of New York.

19. That the said William R. Horney and Thomas J. Keating, Junior, are adults and reside in Queen Anne's County aforesaid.

TO THE END, THEREFORE:

(1). That the said decree and subsequent orders and all proceedings thereon and thereunder, may be reviewed and reversed, and that your Oratrix may be declared to be the sold owner of said tract of land or farm under said last will and testament;

(2). That your Oratrix may be declared to be in possession of said tract of land under said will, and in the same situation in every respect, as far as circumstances will now permit, as your Oratrix would have been, in case said decree and said subsequent orders had never been pronounced and executed;

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

MAY IT PLEASE YOUR HONORS to grant unto your Oratrix the writ of subpoena against the said William R. Horney and Thomas J. Keating, Junior, Trustee, who reside in Queen Anne's County, State of Maryland, commanding them and each of them to be and appear in this Court at some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein; and also the Order of Public giving notice to the said J. Cornell Brown and Clara Belle Brown, his wife, of the Province of Quebec, Dominion of Canada, 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, Victor D. Bevin and May C. Bevin, infant, of the State of New York, and Dorothy L. Power and W. Kent Power, her husband, of the Province of Alberta, Dominion of Canada, who are non-residents of the State of Maryland, of the object and substance of this bill, 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 show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

ALICE F. CORNELL
Oratrix.

RICHARD T. EARLE
Attorney for Plaintiff.

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

I HEREBY CERTIFY that on this Eighteenth 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 Alice F. Cornell and made oath in due form of law that the matters and things stated in the foregoing BILL OF COMPLAINT are true as therein set forth, to the best of her knowledge and belief.

B. HACKETT TURNER
Clerk.

EXHIBIT NO. ONE
 Filed January 4, 1932.

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 this 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
 Auditor.

July 7, 1931.

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.

1931	CR.	
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	<u>2.25</u> .. 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 foward, 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

MADISON BROWN

July 7, 1931.

Auditor.

Filed July 7th, 1931.

True Copy:

Test; B. Hackett Turner, Clk.

EXHIBIT NO. TWO
Filed January 4, 1932.

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 seized 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- - - - - 88 President St. Brooklym, N. Y.

STATE OF MARYLAND,

TO WIT:

QUEEN ANNE'S COUNTY,

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 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 of September, A. D. 1931, among other papers in a chest of silver, which had been ledged 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.

STATE OF MARYLAND,

TO WIT:

QUEEN ANNE'S COUNTY,

On the 25th day of November, 1931, came Nelson Stanley Spencer and M. Edward Kelley, of New York City, State of New York, two of the subscribing witnesses to the aforegoing last will and testament of James L. Cornell, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the testator sign and seal said will; that they heard him publish, pronounce and declare the same to be his last will and testament; that at the time of his so doing he was, to the best of their apprehensions, of sound and disposing mind, memory and understanding; and that they together with Fred R. Smyth subscribed their names, as witnesses, to said will, at his request, in his presence and in the presence of each other.

SWORN in the city of New York, State of New York, before Marie Shortall, Deputy Register of Wills for Queen Anne's County, Maryland, acting under the order of the Orphans' Court of Queen Anne's County, passed on the 13th day of October, 1931, and recorded in Liber W. T. B. No. 3, folios 549, etc., a Record of Petitions and Orders in said Court, directing the said Deputy Register of Wills to take the said last will and testament of the said James L. Cornell, deceased, to the subscribing witnesses to procure their affidavits.

TEST:

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

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

STATE OF MARYLAND,

TO WIT:

QUEEN ANNE'S COUNTY,

On the twenty-fifth day of November, 1931, came Agnes M. Smyth and Sidney M. Teeter of New York City, State of New York, two credible witnesses of lawful age, and made oath in due form of law that they are well acquainted with Fred R. Smyth, one of the subscribing witnesses to the afore-

said last will and testament of James L. Cornell, late of Queen Anne's County, deceased; that they are well acquainted with the hand writing and signature of the said Fred R. Smyth, who was absent from his home in the State of New York at the time of the taking of this affidavit, being then temporarily residing in the State of Florida; that the name of the said Fred R. Smyth appearing on said last will and testament as that of one of the subscribing witnesses thereto is in the handwriting of the said Fred R. Smyth; and that it is the true and genuine signature of the said Fred R. Smyth.

SWORN in the City of New York, State of New York, before Marie Shortall, Deputy Register of Wills for Queen Anne's County, Maryland, acting under the order of the Orphans' Court of Queen Anne's County, passed on the 13th day of October, 1931, and recorded in Liber W. T. B. No. 3, folios 549, etc., a Record of Petitions and Orders in said Court, directing the said Deputy Register of Wills to take the said last will and testament of the said James L. Cornell, deceased, to the subscribing witnesses to procure their affidavits.

TEST:

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

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

ORDER OF COURT ADMITTING WILL TO PROBATE

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

The foregoing Instrument of Writing, purporting to be the last Will and Testament of James L. Cornell 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 first day of December A. D., 1931, that the same be admitted in this Court as the true and genuine last Will and Testament of the said James L. Cornell 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 foregoing is a true copy of Last Will and Testament of James L. Cornell, deceased, as filed and passed in this office on December 1, 1931, and recorded in Liber W. T. B. No. 3 Folio 361 in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe name and affix the seal of my office this 5th day of December 1931.

Seal's
Place.

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

EXHIBIT NO. THREE
Filed January 4, 1932.

.....
#14,998. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the fifteenth day of June, in the year nineteen hundred and thirty one, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 15th day of June in the year nineteen hundred and thirty one, by and between William R. Horney (single Man), of Queen Anne's County, State of Maryland, party of the first part, and Alice F. Cornell, of Queen Anne's County aforesaid, party of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS (\$5.00) and other valuable considerations, the receipts of which are hereby acknowledged, the said William R. Horney does hereby grant and convey unto the said Alice F. Cornell, her heirs and assigns, in fee simple, the following described real estate, 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", situate, lying and being at the extreme end of Tilghman's Neck in the Fifth Election District of Queen Anne's County, State of Maryland, on Chester River and Reed's Creek, and containing four hundred and seventy seven (477) acres of land, more or less; being the same land which was granted and conveyed unto James L. Cornell by Letitia Shotwell by deed bearing date the 31st day of July, 1894, 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 of land, more or less, which was formerly a part of said Parcel Number One and which was conveyed unto the said James L. Cornell by the said Letitia Shotwell by deed bearing date the 14th day of December, 1894, and recorded in Liber W. H. C. No. 2, folios 237, etc., a land record book for Queen Anne's County aforesaid.

THE two above described parcels of land being the same two parcels of land which were granted and conveyed unto the said William R. Horney by Thomas J. Keating, Junior, Trustee, by deed bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid, immediately preceding this deed.

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

TO HAVE and TO HOLD the said two parcels of land and premises, unto and to the use of the said Alice F. Cornell, her heirs and assigns, in fee simple, forever.

AND the said William R. Horney hereby covenants that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; 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.

WITNESS the hand and seal of the said Grantor:

TEST: (as to Grantor).
HILDA T. SEWARD

WILLIAM R. HORNEY (SEAL)

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, aforesaid, personally appeared William R. Horney and acknowledged the foregoing DEED to be his act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
Public
Seal.

HILDA T. SEWARD
Notary Public.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 13, folios 132, 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 thirty first day of December, in the year nineteen hundred and thirty one.

Seal's
Place.

B. H. TURNER Clerk.

ORDER OF PUBLICATION
Filed January 4, 1932.

ORDER OF PUBLICATION

ALICE F. CORNELL,
Plaintiff

vs.

J. CORNELL BROWN, ET AL.,
Defendants.

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

Cause No.

The object of this suit is to procure a review and reversal of the decree and subsequent orders passed by the Circuit Court for Queen Anne's County in Equity in the cause in said Court entitled "J. Cornell Brown, et al. vs. Alice F. Cornell", being Cause No. 2857 on the Chancery Docket of said Court, to the end that the said Alice F. Cornell may be declared to be the sole owner of the tract of land or farm, mentioned in this and the former proceeding, under the last will and testament of James L. Cornell, late of Queen Anne's County aforesaid, deceased; and that the said Alice F. Cornell may be declared to be in possession of said tract of land or farm under said will, and in the same situation in every respect, as far as circumstances will now permit, as she would have been, in case said decree and said subsequent orders had never been pronounced and executed.

The full language and terms of the Bill of Complaint are as follows, to wit:

ALICE F. CORNELL,
Plaintiff,

vs.

J. CORNELL BROWN and
CLARA BELLE BROWN, his wife,
MARY A. CLARK and
BRISCOE B. CLARK, her husband,
FORNES 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,
WILLIAM R. HORNEY, and
THOMAS J. KEATING, JUNIOR, Trustee
in the case of "J. Cornell
Brown, et. al. vs. Alice F.
Cornell", Chancery Cause No.
2857,
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

1. That heretofore, to wit: on the 5th day of February, 1931, 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, all the Defendants, but one, hereinafter named, exhibited their bill of complaint in this Court, against your Oratrix, wherein it is, among other things alleged that James L. Cornell, late of Queen Anne's County, Maryland, departed this life, intestate, on or about the 30th day of October, 1928, seized and possessed of a certain tract of land or farm 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; 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, your Oratrix herein, and a sister, Juliet Hicks Brown, nee Cornell; that on or about the 16th day of December, 1929, the said Juliet Hicks Brown, by deed bearing the same date, did grant and convey all of her right, title, interest and estate in the aforesaid tract of land or farm unto the said J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sally C. Thomas and Dorothy L. Power,

five of the Plaintiffs in said bill of complaint, and one Juliet D. Bevin, as tenants in common; that the said Juliet D. Bevin did, on or about the 5th day of February, 1930, 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, the said Victor D. Bevin, and a daughter, the said May C. Bevin, an infant under the age of twenty one years, as her only heirs at law; that the said tract of land or farm could not be divided without loss or injury to the parties interested therein and owning the same; that the said Victor D. Bevin, acting for and on behalf of himself and for and on behalf of the said May C. Bevin, infant, had joined with all of the other parties interested in and owning said tract of land or farm in a contract of sale to William R. Horney, selling unto him said tract of land or farm, at and for the sum of Thirty Thousand Dollars (\$30,000.00), the terms of sale being fully set forth in said contract of sale; that the orators in said bill of complaint were advised that because one of the parties to said contract of sale was an infant under the age of twenty one years, the said contract of sale could not 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; that it would be to the interest and advantage of all the parties owing said tract of land or farm and interested therein and all the parties to said contract of sale that the said contract of sale be ratified and confirmed by this Court for the reason that the purchase price named in said contract of sale was a fair market value of said tract of land or farm and was as much as, if not more than, said tract of land or farm would bring at public sale; and praying that said tract of land or farm might be sold under a decree of this Court for the purpose of a partition of the proceeds of sale among the parties entitled thereto; that a division of the proceeds of said sale might be had among the parties owing said tract of land or farm according to their respective interests and rights therein; that the said contract of sale might be confirmed and ratified; that a trustee might be appointed by this Court to convey said tract of land or farm unto the said William R. Horney, after the payment in full of the purchase price; that the said trustee might be vested with the power and authority to collect and receive said purchase money and bring the same into Court for distribution; and for further relief.

2. That your Oratrix, being duly served with process for that purpose, appeared and put in answer to the said bill of complaint, to the effect following: that she "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".

3. That notice of desire to take testimony having been served upon the examiner, and the testimony of witnesses having been duly taken in accordance with said notice, and the said cause standing ready for hearing and being submitted without argument, on the 2nd day of June, 1931, the said bill of complaint and other proceedings having been read and considered, it was by this Court, after order nisi and the due publication thereof, adjudged, ordered and decreed; first, that the sale of said tract of land or farm as made by the said parties to said contract of sale unto the said William R. Horney be finally ratified and confirmed, no cause to the contrary thereof having been shown by the preceding order nisi, and this Court having determined that it was for the interest and advantages of the infant plaintiff, and of the other persons interested in said tract of land or farm, that the said sale and the contract under which the same was made should be confirmed; and secondly, that the said Thomas J. Keating, Junior, be and was thereby appointed trustee to complete said sale.

4. That in accordance with said decree the said Thomas J. Keating, Junior, proceeded to complete said sale by filing his bond in the penalty prescribed by this Court, and by proceeding to make settlement with the said William R. Horney, the purchaser, by receiving from him the purchase price and by conveying unto him the said tract of land or farm so sold unto him, all of which will appear by reference to the Report of Sale filed, on the 17th day of June, 1931, in the case in this Court entitled "J. Cornell Brown, et al. vs. Alice F. Cornell", being Cause No. 2857, on the Chancery Docket, of this Court.

5. That thereafter, to wit: on the 6th day of July, 1931, it was ordered by this Court that the papers in said proceeding be referred to the Auditor for the purpose of stating an account of the proceeds of sale.

6. That thereafter, to wit: on the 7th day of July, 1931, Madison Brown, the Auditor, of this Court, returned and filed in said Chancery Cause No. 2857, an audit of the proceeds of sale as required by said order of this court passed on the said 6th day of July, 1931, which said audit was finally ratified and confirmed by this Court by its order passed on the 4th day of August, 1931. A certified copy of said audit, marked "Exhibit No. 1", is filed herewith as a part hereof.

7. That your Oratrix has received from the said Thomas J. Keating, Junior, Trustee, the sum of Fourteen Thousand Two Hundred and Seventy Two Dollars and Ninety Three Cents (\$14,272.93), the amount shown to be due her by said audit and has executed and delivered to him her release thereof; that the said Thomas J. Keating, Junior, Trustee, has paid all of the costs and expenses of said proceeding, including the commissions to himself, aggregating the sum of Fourteen Hundred Fifty Four Dollars and Fifteen Cents (\$1,454.15); and that the said Thomas J. Keating, Junior, Trustee, still has in his hands the aggregate sum of Fourteen Thousand Two Hundred Seventy Two Dollars and Ninety Two Cents (\$14,272.92), which said sum was awarded by said audit unto the said J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sally C. Thomas, Dorothy L. Power, Victor D. Bevin and May C. Bevin, infant, respectively, and which said sum is being held by the said Thomas J. Keating, Junior, pending the further order of

this Court under the order passed in said Cause No. 2857 on the 2nd day of November, 1931.

8. That your Oratrix shows, by way of supplement, leave of this Court therefor being first obtained, that since the signing of said decree by this Court, and the subsequent orders made by this Court, in said Cause No. 2857, your Oratrix has discovered, as the fact is, that the said James L. Cornell, when of sound and disposing mind, duly made and published his last will and testament in writing, bearing date the 15th day of July, 1897, which was executed by him, and attested according to law, and thereby gave and devised unto your Oratrix, the said Alice F. Cornell, all the property, real and personal, of which he, the said James L. Cornell, died seized and possessed, (which would include the said tract of land or farm decreed to be sold in said Cause No. 2857). A certified copy of said last will and testament, which has been duly admitted to probate by the Orphans' Court of Queen Anne's County, marked "Exhibit No. 2", is filed herewith as a part hereof.

9. That under the aforesaid circumstances, the said decree and subsequent orders, in consequence of the discovery of such new matter as aforesaid, ought to be reviewed and reversed to the end that your Oratrix may be the sole owner of said tract of land or farm under said last will and testament.

10. That upon the execution of the deed by the said Thomas J. Keating, Junior, Trustee, to the said William R. Horney, the said William R. Horney sold and granted and conveyed said tract of land or farm unto your Oratrix at and for the sum of Thirty Thousand Dollars (\$30,000.00); and that under the circumstances the said 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, Junior, Trustee, pending the further order of this Court, ought to be paid to your Oratrix, plus an amount equal to the commissions and expenses of said proceeding, if the said Court, in its discretion, believes that your Oratrix is entitled to be reimbursed for said commissions and expenses. A certified copy of the deed from the said William R. Horney to your Oratrix, marked "Exhibit No. 3" is filed herewith as a part hereof.

11. That your Oratrix is an adult and resides in Queen Anne's County, State of Maryland.

12. 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.

13. That the said Mary A. Clark and Briscoe B. Clark, her husband, are adults and non-residents of the State of Maryland, residing in Northport, Suffolk County, State of New York.

14. That the said Florens A. Bristow and Allen S. H. Bristow, her husband, are adults and non-residents of the State of Maryland, residing at 14 Clark Street, in the Borough of Brooklyn, City and State of New York.

15. That the said Sally C. Thomas and Hiram Thomas, her husband, are adults and non-residents of the State of Maryland, residing at 404 Clermont Avenue, in the Borough of Brooklyn, City and State of New York.

16. That the said Dorothy L. Power and W. Kent Power, her husband, are adults and non-residents of the State of Maryland, residing at 912 38th Avenue West, Calgary, Province of Alberta, Dominion of Canada.

17. That the said Victor D. Bevin is an adult and a non-resident of the State of Maryland, residing in Northport, Suffolk County, State of New York.

18. That the said May C. Bevin is an adult, under the age of twenty one years, and a non-resident of the State of Maryland, residing in Northport, Suffolk County, State of New York.

19. That the said William R. Horney and Thomas J. Keating, Junior, are adults and reside in Queen Anne's County aforesaid.

TO THE END, THEREFORE:

(1) That the said decree and subsequent orders and all proceedings thereon and thereunder, may be reviewed and reversed, and that your Oratrix may be declared to be the sole owner of said tract of land or farm under said last will and testament;

(2) That your Oratrix may be declared to be in possession of said tract of land under said will, and in the same situation in every respect, as far as circumstances will not permit, as your Oratrix would have been, in case said decree and said subsequent orders had never been pronounced and executed;

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

MAY IT PLEASE YOUR HONORS to grant unto your Oratrix the writ of subpoena against the said William R. Horney and Thomas J. Keating, Junior, Trustee, who reside in Queen Anne's County, State of Maryland, commanding them and each of them to be and appear in this Court at some certain day to be

named therein to answer the premises and abide by and perform such decree as may be passed therein; and also the Order of Publication giving notice to the said J. Cornell Brown and Clara Belle Brown, his wife, of the Province of Quebec, Dominion of Canada, 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, Victor D. Bevin and May C. Bevin, infant, of the State of New York, and Dorothy L. Power and W. Kent Power, her husband, of the Province of Alberta, Dominion of Canada, who are non-residents of the State of Maryland, of the object and substance of this bill, 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 show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

ALICE F. CORNELL
Oratrix.

RICHARD T. EARLE
Attorney for Plaintiff.

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

I HEREBY CERTIFY that on this eighteenth 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 Alice F. Cornell and made oath in due form of law that the matters and things stated in the foregoing BILL OF COMPLAINT are true as therein set forth, to the best of her knowledge and belief.

B. HACKETT TURNER
Clerk.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County in Equity, this 4th day of January, 1932, that the Plaintiff by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County aforesaid, once in each of four successive weeks before the 9th day of February, 1932, give notice to the said absent Defendants, 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, Victor D. Bevin and May C. Bevin, infant, and Dorothy L. Power and W. Kent Power, her husband, of the object and substance of this bill and warning them and each of them to appear in this Court in person or by solicitor on or before the 9th day of March, 1932, to show cause, if any they may have, why a decree ought not be passed as prayed.

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

Filed January 4th, 1932.

ANSWER OF WILLIAM R. HORNEY
Filed Jan. 8, 1932.

ALICE F. CORNELL,
vs.
J. CORNELL BROWN, ET AL.,

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

Cause No. 2893.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of William R. Horney, 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 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 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.,

Filed January 8th, 1932.

WILLIAM R. HORNEY

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
Filed Feb. 1, 1932.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO William R. Horney and Thomas J. Keating, Junior, Trustees
in the case of "J. Cornell Brown, et al. vs. Alice F.
Cornell" Chancery Cause No. 2857.

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 February next,
to answer the complaint of Alice F. Cornell against you in Said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of
our said Court, the first Monday of January, 1932.
Issued the 5th. day of January in the year 1932.

B. HACKETT TURNER Clerk.

Richard T. Earle
Solicitor for Plaintiff

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

B. HACKETT TURNER Clerk.

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

Summoned this 9th day of Jan. 1932, by reading the same to Thomas
J. Keating, Jr. & Wm. R. Horney Trustee.

J. Elmer Anthony Sheriff.

Filed Feb. 1st, 1932.

The Copy of Order of Publication heretofore made for service upon parties named
therein was returned endorsed thereon, to wit:-

STATE OF NEW YORK,)
) TO WIT:
COUNTY OF SUFFOLK,)

I HEREBY CERTIFY that on this second day of February,
in the year nineteen hundred and thirty two, before me, the subscriber, a Notary
Public of the State of New York, in and for Suffolk County aforesaid, duly com-
missioned and qualified according to law, personally appeared Margaret Stuart
Clark, who having first been duly sworn by me according to law, did depose and
say:

My name is Margaret Stewart Clark,
I reside at Northport, New York,
My occupation is that of _____,

On the thirtieth day of January, 1932, I served, at
the request and on behalf of the Plaintiff to the cause in the Circuit Court
for Queen Anne's County in Equity entitled "Alice F. Cornell vs. J. Cornell
Brown, et al.", being Cause No. 2857 on the Chancery Docket of said Court, the
within and foregoing copy of the order of publication upon May C. Bevin, an

infant under the age of twenty one years, by reading the same to her on said date in Northport, Suffolk County, State of New York, and by leaving a copy thereof duly certified to by the Clerk of said Court with Victor D. Bevin, the father of the said May C. Bevin.

MARGARET STUART CLARK

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year first above written:

HOWARD ALDEN HENSSHEL
Notary Public.

Notary
Public
Seal.

Filed February 24, 1932.

The Copy of Order of Publication heretofore made for service upon parties named therein was returned endorsed thereon, to wit:-

We, the undersigned, do hereby admit service of the within and foregoing Order of Publication upon us at the time and place hereinafter written opposite our names:

- J. C. BROWN)
- CLARA BELLE BROWN) on Jan. 30, 1932, at Northport, Suffolk County,
State of New York
- MARY A. CLARK)
- BRISCOE B. CLARK) On Jan. 30, 1932, at Northport, Suffolk County,
State of New York.
- FLORENS A. BRISTOW)
- A. S. H. BRISTOW) On Feb. 10th, 1932, at 14 Clark Street, in the
Borough of Brooklyn, City and State of New York.
- SALLY C. THOMAS)
- HIRAM THOMAS) On January 23, 1932, at 404 Clermont Avenue, in the
Borough of Brooklyn, City and State of New York.
- DOROTHY L. POWER)
- W. KENT POWER) On Feb. 18th, 1932, at 912 38th Avenue West, Calgary,
Province of Alberta, Dominion of Canada.
- VICTOR D. BEVIN) On Jan. 30, 1932, at Northport, Suffolk County, State
of New York.

ANSWER TO BILL OF REVIEW
Filed March 1st, 1932.

ALICE F. CORNELL,
PLAINTIFF,

VS.

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,
WILLIAM R. HORNEY, and
THOMAS J. KEATING, JUNIOR, Trustees
in the case of "J. Cornell Brown,
et. al. vs. Alice F. Cornell",
Chancery Cause No. 2857,
DEFENDANTS.

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

TO THE HONORABEL, THE JUDGES OF SAID COURT:

The answer of J. Cornell Brown, Clara Belle Brown, Mary A. Clark, Briscoe B. Clark, Florens A. Bristow, Allen H. S. Bristow, Sallie C. Thomas, Hiram Thomas, Dorothy L. Power, W. Kent Power and Victor D. Bevin, eleven of the defendants in the above entitled cause, to the Bill of Review of Alice F. Cornell, plaintiff, exhibited against them in said cause respectfully shows:

1. That your respondents admit the allegations contained in paragraph one of the Bill of Review.
2. That your respondents admit the allegations contained in paragraph two of the Bill of Review.
3. That your respondents admit the allegations contained in paragraph three of the Bill of Review.
4. That your respondents admit the allegations contained in paragraph four of the Bill of Review.
5. That your respondents admit the allegations contained in paragraph five of the Bill of Review.
6. That your respondents admit the allegations contained in paragraph six of the Bill of Review.
7. That your respondents admit the allegations contained in paragraph seven of the Bill of Review.
8. That your respondents admit the allegations contained in paragraph eight of the Bill of Review.
9. That your respondents neither admit nor deny the conclusions of the law set forth in paragraph nine of the Bill of Review.
10. That your respondents admit so much of paragraph ten of said Bill of Review as alleges that William R. Horney sold, granted, and conveyed the real estate therein mentioned unto the plaintiff at and for the sum of thirty thousand dollars, and your respondents further admit that under the allegations of said Bill of Review the balance of fourteen thousand, two hundred and seventy-two dollars and ninety-two cents, together with accumulated interest thereon, which is held by Thomas J. Keating, Jr., Trustee, pending the further order of this Court, ought to be paid unto the plaintiff; but your respondents, further answering said paragraph ten of said Bill of Review, respectfully suggest that the equities of the case which seem to tend towards relieving the said Thomas J. Keating, Jr., Trustee, and your respondents of any obligation to pay over to the plaintiff the sums heretofore disbursed by him in the payment of the costs and commissions allowed him under the audit of sales which was passed and finally ratified in Chancery Cause No. 2857 in this Honorable Court.
11. And your respondents admit the allegations contained in paragraphs numbered eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen and nineteen of said Bill of Review.

And having fully answered the allegations of the Bill of Review your respondents pray to be dismissed hence with their costs.

And as in duty bound, etc.

THOS. J. KEATING JR.

SOLICITOR for J. Cornell Brown,
Clara Belle Brown, Mary A. Clark,
Briscoe B. Clark, Florens A. Bristow,
Allen H. S. Bristow, Sallie C.
Thomas, Hiram Thomas, W. Kent Power,
Dorothy L. Power and Victor D. Bevin.

ANSWER OF THOS. J. KEATING JR. TRUSTEE
TO BILL OF REVIEW
Filed March 1st, 1932.

ALICE F. CORNELL,
PLAINTIFF,

VS.

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,
DOROTHLY L. POWER AND
W. KENT POWER, HER HUSBAND,

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

CAUSE NO.

VICTOR D. BEVIN,
 MAY C. BEVIN, INFANT,
 WILLIAM R. HORNEY, and
 THOMAS J. KEATING, JUNIOR, Trustees
 in the cause of "J. Cornell Brown,
 et. al. vs. Alice F. Cornell",
 Chancery Cause No. 2857,
 DEFENDANTS.



* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Thomas J. Keating, Jr., Trustee in the case of "J. Cornell Brown, et. al. vs. Alice F. Cornell, Chancery Cause No. 2857", one of the defendants in the above entitled cause, to the Bill of Review exhibited against him and other defendants in said cause, respectfully shows:

1. That your respondent admits the allegations contained in paragraph one of the Bill of Review.

2. That your respondent admits the allegations contained in paragraph two of the Bill of Review.

3. That your respondent admits the allegations contained in paragraph three of the Bill of Review.

4. That your respondent admits the allegations contained paragraph four of the Bill of Review.

5. That your respondent admits the allegations contained in paragraph five of the Bill of Review.

6. That your respondent admits the allegations contained in paragraph six of the Bill of Review.

7. That your respondent admits the allegations contained in paragraph seven of the Bill of Review.

8. That your respondent admits the allegations contained in paragraph eight of the Bill of Review.

9. That your respondent admits the allegations contained in paragraph nine of the Bill of Review.

10. That your respondent admits so much of paragraph ten of said Bill of Review as alleges that William R. Horney sold, granted and conveyed the real estate therein mentioned unto the plaintiff at and for the sum of thirty thousand dollars, and your respondent further admits that under the allegations of said Bill of Review the balance of fourteen thousand, two hundred and seventy-two dollars and ninety-two cents, together with accumulated interest thereon which is held by Thomas J. Keating, Jr., Trustee, pending the further order of this Court, ought to be paid unto the plaintiff; but your respondent respectfully suggests to this Honorable Court that he paid the expenses and commissions in Chancery Cause No. 2857, aggregating fourteen hundred and fifty-four dollars and fifteen cents, after the audit of sales in said cause had been finally ratified and confirmed by this Honorable Court, and he paid the same upon the bona fide assumption that such payment was proper and was made without any personal liability therefor either on behalf of himself or his bondsmen, and in view of the fact that said costs and commissions were properly chargeable against the proceeds of sale in his hands for the various services rendered by the parties to whom said costs and commissions were paid it does not seem to your respondent that the plaintiff should be entitled to recover same from your respondent, especially in view of the fact that the circumstances which warrant this Honorable Court in reviewing its decree heretofore passed on the second day of June, nineteen hundred and thirty-one, in the aforesaid Chancery Cause No. 2857, were not occasioned by any act of omission or commission on the part of your respondent or of any of the other defendants to this Bill of Review, some of whom your respondent represented as counsel in the original proceeding.

11. That your respondent admits the allegations contained in paragraphs eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen and nineteen of the Bill of Review.

And having fully answered the allegations of said Bill of Review your respondent prays to be dismissed hence with his costs.

And as in duty bound, etc.

THOS. J. KEATING JR. TRUSTEE
 Respondent.

Filed March 1st, 1932.

PETITION FOR APPOINTMENT OF A
 GUARDIAN AD LITEM FOR MAY C.
 BEVIN, INFANT DEFENDANT
 Filed Apr. 23, 1932.

ALICE F. CORNELL,

vs.

J. CORNELL BROWN, et al.

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

Cause No. 2893.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Alice F. Cornell, Plaintiff, by Harper and Horney, her solicitors, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the Bill of Complaint filed in this cause, one of the Defendants, to wit: May C. Bevin, is an infant under the age of twenty one years.

2. That the Order of Publication heretofore passed in this cause against the said infant (and others), who is a non-resident of the State of Maryland, has been duly served in accordance with law, as will appear from a copy of said Order of Publication and the Certificate of Service thereto attached filed among the proceedings in this cause.

3. That your Petitioner is advised that because of the infancy of said non-resident Defendant it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend the suit for said infant Defendant, instituted against her by said Bill of Complaint.

4. That said infant Defendant has no legal guardian residing within the jurisdiction of this Court.

Your Petitioner, therefore, prays this Honorable Court to pass an order appointing some suitable person within the jurisdiction of this Court, Guardian Ad Litem for said infant Defendant with instructions to said Guardian Ad Litem to answer and defend the said suit for said infant.

Respectfully submitted,

HARPER & HORNEY
Solicitors for Plaintiff.

ORDER OF COURT
Filed May 2nd, 1932.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, on this 2nd 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 said Court, that J. Lemuel Roberts, of Queen Anne's County, State of Maryland, be and he is hereby appointed Guardian Ad Litem of May C. Bevin, infant, with instructions to answer and defend the suit instituted against said infant by the Bill of Complaint in the above entitled cause.

THOMAS J. KEATING

Filed May 2nd, 1932.

ANSWER OF GUARDIAN AD LITEM
Filed May 11, 1932.

ALICE F. CORNELL,

vs.

J. CORNELL BROWN, ET AL.

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

Cause No. 2893.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of May C. Bevin, an infant under the age of Twenty one years, by J. Lemuel Robert, the Guardian Ad Litem appointed by this Honorable Court to answer and defend the suit instituted against said infant by the Bill of Complaint filed in this suit, says:

That this Defendant cannot admit any of the matters and things alleged in said Bill of Complaint, and being an infant of tender years, submits her rights to the protection of this Honorable Court.

J. LEMUEL ROBERTS
Guardian Ad Litem

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

I HEREBY CERTIFY that on this eleventh day of May, 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 J. Lemuel Roberts, Guardian Ad Litem of May C. Bevin, and made oath in due form of law that the matters and things stated in the foregoing ANSWER are true, to the best of his knowledge and belief.

B. HACKETT TURNER
Clerk.

Filed May 11th, 1932.

DEPOSITIONS
Filed May 24, 1932.

ALICE F. CORNELL,

vs.

J. CORNELL BROWN, ET AL.

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

Cause No. 2893.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled cause being at issue, and the counsel for the Plaintiff having notified the subscriber, one of the regular Examiners for this Honorable Court, of his desire to take testimony, your Examiner did, on the 23rd day of May, 1932, attend at the law offices of Harper and Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 9:30 o'clock, A. M., and proceeded to take the following testimony there being present Alice F. Cornell, the Plaintiff, Richard T. Earle, solicitor for the Plaintiff, J. Lemuel Roberts, Guardian Ad Litem of May C. Bevin, the infant Defendant, William R. Horney, one of the adult Defendants, and Thomas J. Keating, Jr., one of the adult Defendants and counsel for all of the other adult Defendants:

Alice F. Cornell, the Plaintiff, the first witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:

By Mr. Earle:

Q. 1. Please state your name, age, residence and occupation.

A. Alice F. Cornell. I am 65 years old. I live near Centreville, in Queen Anne's County, Maryland, I am a farmer.

Q. 2. State whether or not you are familiar with the proceedings in Chancery Cause No. 2857 in which J. Cornell Brown, et al., were Plaintiffs, and you were the Defendant?

A. I am.

Q. 3. Will you please explain the circumstances which led up to the institution of that suit?

A. I will. My husband, Dr. James L. Cornell, died on the 30th day of October, 1928, presumably intestate, and leaving surviving him as his heirs-at-law myself and his sister, Juliet Hicks Brown. I administered on the personal estate. And later Mrs. Brown gave a deed to her children for the real estate which consisted of a farm in this County known as "Piney Point". That is she gave a deed for her interest in the farm to J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sally C. Thomas, Dorothy L. Power and Juliet D. Bevin. In February, 1930, Mrs. Bevin died, intestate, leaving surviving her Victor D. Bevin and an infant daughter, May C. Bevin. As the farm could not be sold in the usual manner on account of the infancy of May C. Bevin and as it had been agreed between the adult owners and the father of the infant owner and myself that the farm should be sold to William R. Horney a contract was entered into for the sale of the farm to Mr. Horney at and for the sum of \$30,000.00. The Court was then petitioned to ratify the contract of sale to the end that the farm might be sold and a partition had of the proceeds among those entitled thereto. Thomas J. Keating, Jr., was appointed by the Court in its decree as Trustee to make the sale, collect the purchase money and distribute the same. This was done.

Q. 4. State whether or not you answered the Bill of Complaint filed in that suit/

A. I did. And I admitted the matters and things as therein set forth.

Q. 5. Was the sale finally consummated?

A. It was. Under the direction of the Court Mr. Horney paid the purchase money and Mr. Keating gave him a deed.

Q. 6. State whether or not, if you know, what happened to the purchase money for said farm.

A. It was distributed by Mr. Keating in accordance with an audit which had been duly ratified and confirmed by the Court.

Q. 7. I now hand you a certified copy of paper. Will you please look at it and state what it is?

A. This is a copy of the audit filed in Chancery Cause No. 2857.

(NOTE: At this point the above mentioned certified copy of audit was filed with your Examiner, was marked "Examiner's Exhibit A" and is returned herewith as a part hereof).

Q. 8. How much, if anything, did you receive from Mr. Keating?

A. I received the sum of \$14,272.93 and gave Mr. Keating my release therefor.

A. 9. How much, if anything, if you know still remains undistributed?

A. I am informed by Mr. Keating that the same amount that I received, that is, the sum of \$14,272.92, is still undistributed. This amount represents a one-half part of the proceeds of sale after deducting the costs and expenses incident to the sale.

Q. 10. Your last answer suggests another question. Will you please state what are your feelings with regard to the payment of the expenses in that suit?

A. I hate to have to pay them, naturally, but in view of the fact that I was a party to the contract that a sale should be made as thereby contemplated, I am willing that the costs be paid out of the fund as has already been done by Mr. Keating and I do not expect him to account to me for such costs and expenses.

Q. 11. Will you please state whether or not a last will and testament of Dr. Cornell was later found and the circumstances leading up to its discovery.

A. I had always felt that the Doctor had left a will leaving me everything as he had told me so on numerous occasions. After his death I searched every place I thought it might be, his desk and every where in the house, including the attic. I looked over every old paper in the attic that I could find but found no will. I then gave up the search. One day I had an occasion to need my silver which was stored in the vault of The Centreville National Bank of Maryland and had been for sometime prior to the death of my husband. I went to the Bank and while there I found the will in an envelope with several old fire insurance policies, the envelope being among the silver. I then delivered it to Mr. Horney, my attorney, and I later delivered it to the Register of Wills. Of course, I found it long after the Doctor's death and sometime after the farm had been sold to Mr. Horney, but I had made every effort to find it before because I was sure that there was one.

Q. 12. I now hand you a certified copy of a paper. Will you please look at it and state what it is?

A. This is a copy of the last will and testament of my husband, Dr. James L. Cornell. It is dated July 15th, 1897, and has been duly admitted to probate by the Orphans' Court of Queen Anne's County.

(NOTE: At this point the above mentioned certified copy of the last will and testament was filed with your Examiner, was marked "Examiner's Exhibit B" and is returned herewith as a part hereof).

Q. 13. What estate, if any, do you take under this will?

A. I was devised all the property, real and personal, of which the Doctor died seized and possessed and this included, of course, the farm known as "Piney Point", which was conveyed to Mr. Horney by Mr. Keating under the decree in Chancery Cause No. 2857.

Q. 14. Who is the present owner of the farm?

A. I am under the will. And I also hold a deed from Mr. Horney for it. After Mr. Keating conveyed the farm to Mr. Horney I purchased it from him and he conveyed it to me. The purchase price was \$30,000.00.

Q. 15. I now hand you a certified copy of a paper. Will you please look at it and state what it is?

A. This is a copy of the deed from Mr. Horney to myself.

(NOTE: At this point the above mentioned certified copy of the deed was filed with your Examiner, was marked "Examiner's Exhibit No. C" and is returned herewith as a part hereof).

Q. 16. In the event the decree in Chancery Cause No. 2857 is reviewed and reversed and you are declared to be the owner of the farm under the will of your late husband, who is entitled to the sum of \$14,272.92, and the interest accrued and to accrue thereon, remain in the hands of Mr. Keating as Trustee in said Cause No. 2857, you or Mr. Horney?

A. I am, I think, inasmuch as I purchased the farm from Mr. Horney and paid him the full purchase price of \$30,000.00 therefor, which was the same that Mr. Horney paid Mr. Keating for it. Besides under the will I would be entitled to all of the property of Dr. Cornell.

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.

A. No.

ALICE F. CORNELL

William R. Horney, the second witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:

By Mr. Earle:

A. 1. Please state your name, age, residence and occupation.

A. William R. Horney, 34, Centreville, Queen Anne's County, Maryland, Attorney at Law.

Q. 2. Are you familiar with the proceedings in Chancery Cause No. 2857 and this Chancery Cause No. 2893?

A. I am. I helped Mr. Keating conduct No. 2857. And I have conducted No. 2893 through Mr. Earle. I am attorney for Mrs. Cornell but I do not appear as such because I was a party Plaintiff in No. 2857 and am a party Defendant in this Cause No. 2893.

Q. 3. After you had purchased the farm from Mr. Keating and received a deed therefor from him, what did you do with regard to the farm.

A. I conveyed it to Mrs. Cornell after having sold it to her for the sum of \$30,000.00.

Q. 4. In the event the decree in Chancery Cause No. 2857 is reviewed and reversed and Mrs. Cornell is declared to be the owner of the farm under the will of the late Dr. James L. Cornell, who is entitled to the sum of \$14,272.92, and the interest accrued and to accrue thereon, remaining in the hands of Mr. Keating as Trustee in said Cause No. 2857, you or Mrs. Cornell.

A. Mrs. Cornell is entitled to the whole of that sum. I am not entitled to it or any part of it. What I did in connection with this matter was done for Mrs. Cornell and as her attorney. I had no further connection with it.

EXAMINER'S SPECIAL:

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

A. No.

WILLIAM R. HORNEY

Thomas J. Keating, Jr., the third witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:

By Mr. Earle:

Q. 1. Please state your name, age, residence and occupation.

A. Thomas J. Keating, Jr., 33, Centreville, Queen Anne's County, Maryland, Attorney at Law.

Q. 2. Are you familiar with the proceedings in Chancery Cause No. 2857, "Brown, et al. vs. Cornell", and this Chancery Cause No. 2893, "Cornell vs. Brown, et al."?

A. I am. In the former case I represented the Plaintiffs and was appointed by the Court Trustee to complete the sale made in those proceedings. In the latter of the two causes I represented certain of the Defendants as counsel and am one of the Defendants.

Q. 3. State whether or not the money as distributed by the audit filed in said Cause No. 2857 has been paid to those to whom the same is distributed therein.

A. I have paid all of the costs and expenses allowed me by the audit of sales in said proceeding, including the commission allowed me as Trustee. The amount awarded Alice F. Cornell has been paid her and I have taken a release from her. The remaining amounts awarded by said audit to J. Cornell Brown, Mary A. Clark, Florens A. Bristow, Sally C. Thomas, Dorothy L. Power, Victor D. Bevin and May C. Bevin, infant, respectively, have not been paid unto these parties, the money being on deposit in The Centreville National Bank of Maryland at interest, and is being held pursuant to the order of this Court passed in said Cause No. 2857 on the 2nd day of November, 1931.

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.

THOMAS J. KEATING JR.

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged as such Examiner in taking this testimony two days and examined three witnesses, making the costs chargeable to the plaintiff:

H. B. W. Mitchell, Examiner, - - - - -	\$ 8.00
Mrs. Alice F. Cornell, Witness, (plaintiff) - - - - -	.00
Wm. R. Horney, Esq., witness, - - - - -	.75
Thomas J. Keating, Jr., Esq., witness - - - - -	.75
	\$ 9.50

H. B. W. MITCHELL
Examiner.

FINAL DECREE
Filed June 7th, 1932.

ALICE F. CORNELL,

vs.

J. CORNELL BROWN, et al.



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

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, Florens A. Bristow, Sally C. Thomas, Dorothy L. Power, Victor D. Bevin and May C. Bevin, infant, respectively; provided, that a certified 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.

THOMAS J. KEATING

Filed June 7th, 1932.

CHANCERY NO. 2963.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the First day of August, in the year nineteen hundred and thirty three, the following Bill of Company was filed for record, to wit:-

MARY J. MACKEY, INDIVIDUALLY,
AND MARY J. MACKEY, EXECUTRIX
OF THE WILL OF DANIEL L. MACKEY,
DECEASED;

VS.

P. HENRY MACKEY, & ANNIE MACKEY,
his wife, LAYTON J. MACKEY AND
LUCY MACKEY, HIS WIFE?
BRADLEY MACKEY AND
ESTELLA MACKEY, HIS WIFE,
JESSE A. MACKEY AND
EHLEN MACKEY, HIS WIFE,
WILLIAM J. MACKEY AND
ELIZABETH MACKEY, HIS WIFE,
FANNIE J. NEUENDORF AND
J. W. NEUENDORF, HER HUSBAND,
GROVIE L. RICHARDS AND
NORMAN RICHARDS, HER HUSBAND,
KATHERINE B. WEBBER AND
BEADY WEBBER, HER HUSBAND,
ALICE M. RASH AND
CHARLES RASH, HER HUSBAND,
AND MABEL CLARK, INFANT, and
JAMES CLARK,
DEFENDANTS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix complaining says:

1. That Daniel L. Mackey, late of Queen Anne's County, deceased, departed this life on or about the twentieth day of May, nineteen hundred and thirty-two, leaving a last will and testament, which was duly admitted to probate by the Orphans' Court of Queen Anne's County, and is now of record in Liber W. T. B. No. 3 folio 390, a will record book for Queen Anne's County, a certified copy of said last will and testament being filed herewith as a part hereof and marked "Plaintiff's Exhibit No. 1".

2. That in accordance with the terms of said will your Oratrix was appointed Executrix thereof, and letters testamentary were granted unto her by the Orphans' Court of Queen Anne's County on the thirty-first day of May, nineteen hundred and thirty-two, and she has duly qualified as will appear by certified copy of said appointment being filed herewith and marked "Plaintiff's Exhibit No. 2".

3. That your Oratrix, as Executrix of said will has made sale of the personal property of said decedent, and is ready to settle said personal estate, by the payment of the expenses of administration and the claims filed against said estate, as soon as the funds thereof are available (they being at the present time tied up in the Centreville National Bank of Maryland).

4. That your Oratrix, as soon as the funds are available to enable her to state her final administration account, desires to make distribution of the surplus personal estate unto the parties who may then be entitled to the same.

5. That in addition to the aforesaid personal estate the said Daniel L. Mackey died seized and possessed of certain real estate situate in Queen Anne's County, Maryland, as follows:

The house and lot described in the will as being on the left side of new street running from the State Road which is more particularly described as:

- (1) The Home property of said Daniel L. Mackey situate on the north side of New Street in Church Hill, Maryland, adjoining the Eareckson property on the west and the County Stables on the east, which was conveyed to him by deed of Harry Massey dated August 30th., 1915, and recorded in Liber W. F. W. No. 7 folio 463, a land record book for Queen Anne's County.
- (2) The Jewell house situate in Church Hill, Maryland, on the south side of New Street adjoining the property of Mrs. Grace on the west and certain other property of said Daniel L. Mackey on the east, which was conveyed to him by Barbara Leidy by deed dated June 20th., 1928, and recorded in Liber B. H. T. No. 9, folio 108, a land record book for Queen Anne's County.

- (3) A house and lot situate in Church Hill, Maryland, called the Valliant property, adjoining the Jewell house above described on the west, which was conveyed to him by E. S. Valliant et al by deed dated January 31st., 1930, and recorded in Liber B. H. T. No. 11 folio 39, a land record book for Queen Anne's County.
- (4) A tract or parcel of land consisting of about twelve acres of woodland called "Maple Meadows" situate at Prices Station, being formerly a part of the farm or tract of land which the said Daniel L. Mackey sold to Charles Clough, by deed of April 27th., 1909, and recorded in Liber S. S. No. 6 folio 246, a land record book for Queen Anne's County, reserving unto himself said twelve acre tract.
- (5) A farm or tract of land situate on the road from Clannahan's Shop to Haydens Station known as the Statn Farm containing one hundred and forty acres of land, more or less, which was conveyed to said Daniel L. Mackey by deed of Mary Stant et al dated November 24th., 1931, and recorded in Liber B. H. T. No. 13, folio 562, a land record book for Queen Anne's County.

6. That said Daniel L. Mackey died leaving surviving him your Oratrix, his widow, a brother, P. Henry Mackey, (mentioned in said will), who is married to Annie Mackey, the said Annie Mackey residing in Baltimore, Maryland, and the said P. Henry Mackey residing in Marcus Hook, Pennsylvania, and the following nieces and nephews, children of his brother, John Mackey, the said John Mackey having predeceased the testator; A son, Layton J. Mackey who intermarried with Lucy Mackey, and who resides at Dover, Delaware; a son, Bradley Mackey who intermarried with Estella Mackey, and who resides in Los Angeles, California; a son, Jesse A. Mackey who intermarried with Helen Mackey, and who resides at Marcus Hook, Pennsylvania; a son, William J. Mackey who intermarried with Elizabeth Mackey and who resides in Pittsburgh, Pennsylvania; a daughter, Fannie J. Neuendorf who intermarried with J. W. Neuendorf, and who resides at Flushing, New York; a daughter, Grove L. Richards who intermarried with Norman Richards, and who resides at Dover, Delaware; a daughter, Katherine B. Webber who intermarried with Beady Webber, and who resides at Greensboro, Caroline County, Maryland; a daughter, Alice M. Rash who intermarried with Charles Rash, and who resides at Felton, Delaware; and a daughter, Ella Mackey Clark who predeceased the testator leaving surviving her a husband, James Clark, who resides at Felton, Delaware, and an infant daughter, Mabel Clark who resides at Dover, Delaware.

7. That your Oratrix is unable, from the terms of the will aforementioned, to determine in what manner the surplus personal estate should be distributed, and she is also unable to determine the nature of the estate to which she is entitled, and to which the defendants are entitled, in the various parcels of real estate of the decedent hereinbefore mentioned.

TO THE END THEREFORE:

(a) That your Oratrix may have the entire will of Daniel L. Mackey, deceased, construed so that, as Executrix thereof, she will know in what manner to make distribution of the surplus personal estate of said deceased, and will also know the nature of her interest and estate in the real estate of said decedent, as well as the nature and extent of the defendants interest therein;

(b) And that your Oratrix may have such other and further relief as her case may require.

(c) May it please your Honors to grant unto your Oratrix the writ of subpoena against the defendants, Katherine B. Webber and Beady Webber directed to the Sheriff of Caroline County, and against the defendant Annie Mackey directed to the Sheriff of Baltimore City, and an order of publication against Layton J. Mackey and Lucy Mackey, his wife, and Bradley Mackey and Estella Mackey, his wife, and Jesse A. Mackey and Helen Mackey, his wife, and William J. Mackey and Elizabeth Mackey, his wife, and Fannie J. Neuendorf and J. W. Neuendorf, her husband, and Grovie L. Richards and Norman Richards, her husband, and Alice M. Rash and Charles Rash, her husband, and James Clark and Mabel Clark, infant, non residents, commanding them to be and appear in this Court on some certain day to be named therein and answer the premises.

And as in duty bound, etc.

MARY J. MACKEY Individually

MARY J. MACKEY Executrix of the
PLAINTIFF. will of Daniel L.
Mackey, deceased.

THOS. J. KEATING JR.
Solicitor for Plaintiff.

PLAINTIFF'S EXHIBIT NO. 1
Filed August 1st, 1933.

Church Hill, Md.
March 15, 1932.

I, Daniel L. Mackey in my right senses and can see do will my wife Mary J. Mackey the first part the House and Lot and Bildens on the Left side of New St. running from the State Road and also Half of my estate and the other Half to my brother Henry Mackey for the second part of my estate and my Farm aint to be sold for Three years after my deth unless a good price is obtained and the sale is agreed by both Mary J. Mackey and P. H. Mackey and I also make my wife Mary J. Mackey is to be my administrator on my estate.

And at my wife and brother deth my property is to go to my brother John Mackeys Children.

signed Daniel L. Mackey
Church Hill, Md.

Milton McCollister
Charles L. Roe

Copy of the paper writing dated Jan. 12, 1932 which is filed with this Will; but which was not admitted to probate.

Church Hill Md.
January 12th, 1932.

I give my double house that I own on New Street on the Left side of New Street running from the State Road independent of my Estate at my deth.

Daniel L. Mackey
Church Hill Md.

The House and Lot and all the bildings thar on

C. L. Roe

(Rev.) Walter G. Barlow

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

On the 24th day of May, A. D., 1932 came Mary J. Mackey, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Daniel L. Mackey, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to her hand and possession and that she does not know nor has she heard of any other than a paper writing dated Jan. 12, 1932, which is filed with this Will, and that she received the same from the Testator, Daniel L. Mackey, on or about 15th day of March, A. D., 1932.

Sworn before

Norman S. Dudley
Register of Wills for Queen Anne's
County.

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

On the 31st day of May 1932 came Chas. L. Roe, one of the subscribing witnesses to the foregoing last Will and Testament and the paper writing hereto attached of Daniel L. Mackey, 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 and said paper writing, 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 Milton McCollister and Rev. Walter G. Barlow subscribed his name, as witness to said Will, and said paper writing, at his request in his presence and in the presence of each other.

Sworn in open court,
Test;

Norman S. Dudley
Register of Wills for Queen Anne's
County.

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

On the 31st day of May, 1932 came Milton McCollister, one of the subscribing witnesses to the foregoing last Will and Testament of Daniel L. Mackey, 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 Chas. L. Roe subscribed their names, as witnesses to said Will, at his request, his his presence and in the presence of each other.

Sworn in open court,
Test:

Norman S. Dudley
Register of Wills for Queen Anne's
County.

STATE OF MARYLAND, SCT:

IN THE ORPHANS' COURT
FOR QUEEN ANNE'S COUNTY.

The foregoing Instrument of Writing purporting to be the last Will and Testament of Daniel L. Mackey, 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, orders and decrees, this 31st day of May, A. D., 1932, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Daniel L. Mackey, 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 foregoing is a true copy of the Last Will and Testament of Daniel L. Mackey, deceased, as filed and passed in this office on May 31st, 1932 and recorded in Liber W. T. B. No. 3 Folio 390 - Will Record 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 26th day of July 1933.

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

Seal's
Place.

EXHIBIT NO. 2.
Filed August 1st, 1933.

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

TO ALL TO WHOM THESE PRESENT SHALL COME OR MAY CONCERN:

KNOW YE, That on the 31st day of May A. D., 1932 before the Orphans' Court of Queen Annes County, duly thereunto elected, commissioned and qualified according to the Constitution of the State of Maryland, the last Will and Testament of Daniel L. Mackey late of said County, deceased, was in due form of law admitted to probate; and that on the 31st day of May A. D., 1932, Letters Testamentary of all and singular the goods, chattels, rights and credit, which were of the said deceased, or in any manner or way concerning his said last Will and Testament, were granted unto Mary J. Mackey the executrix in and by the said Will named appointed she having first entered into bond with approved security for the due performance thereof according to law.

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 of Queen Anne's County, this 26th day of July A. D., 1933.

NORMAN S. DUDLEY
Register of Wills.

Seal's
Place.

ORDER OF PUBLICATION
Filed Aug. 1st, 1933.

MARY J. MACKEY, INDIVIDUALL,
AND MARY J. MACKEY, EXECUTRIX
OF THE WILL OF DANIEL L. MACKEY,
DECEASED.

VS.

P. HENRY MACKEY, and ANNIE MACKEY,
his wife,
LAYTON J. MACKEY AND
LUCY MACKEY, HIS WIFE,
BRADLEY MACKEY AND
ESTELLA MACKEY, HIS WIFE,
JESSE A. MACKEY AND
HELEN MACKEY, HIS WIFE,
WILLIAM J. MACKEY AND
ELIZABETH MACKEY, HIS WIFE,
FANNIE J. NEUENDORF AND
J. W. NEUENDORF, HER HUSBAND,
GROVIE L. RICHARDS AND
NORMAN RICHARDS, HER HUSBAND,
KATHERINE B. WEBBER AND
BEADY WEBBER, HER HUSBAND,
ALICE M. RASH AND
CHARLES RASH, HER HUSBAND,
AND MABEL CLARK, INFANT, and
JAMES CLARK,
DEFENDANTS.

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

* * * * *

ORDER OF PUBLICATION

The object of this suit is to procure a construction of the will of Daniel L. Mackey, late of Queen Anne's County, deceased, and to determine the rights of the respective legatees and devisees thereunder in the personal and real estate of said deceased.

The Bill states that on or about the twentieth day of May, nineteen hundred and thirty-two, Daniel L. Mackey, late of Queen Anne's County, departed this life leaving a last will and testament, which was duly admitted to probate by the Orphans' Court of Queen Anne's County.

That in accordance with the terms of said will Mary J. Mackey was appointed Executrix thereof, and letters testamentary were granted unto her by the Orphans' Court of Queen Anne's County on the thirty-first day of May, nineteen hundred and thirty-two, and that she duly qualified as such Executrix.

That said Mary J. Mackey, Executrix, has made sale of the personal property of the decedent, and is ready to settle said personal estate by the payment of the expenses of administration, and the claims filed against said estate as soon as the funds thereof are available (they being at the present time tied up in The Centreville National Bank of Maryland). That said Executrix, as soon as the funds of said estate are available to enable her to state her final administration account, desires to make distribution of the surplus personal estate unto the parties who may be entitled to the same under the aforesaid will.

That in addition to the personal estate of said Daniel L. Mackey, deceased, he died seized and possessed of certain real estate consisting of five parcels of land situate in Queen Anne's County, Maryland, briefly described as follows: The Home property of said Daniel L. Mackey in Church Hill, Maryland, the Jewell house of said Daniel L. Mackey in Church Hill, Maryland, a house and lot known as "The Valliant Property" in Church Hill, Maryland, a tract of woodland comprising twelve acres, more or less, near Prices Station in the Second Election District of Queen Anne's County, Maryland, and a farm or tract of land known as the "Stant Farm" in the Second Election District of Queen Anne's County, Maryland, comprising one hundred and thirty acres, more or less.

That said Daniel L. Mackey died leaving surviving him a widow, Mary J. Mackey, the plaintiff, and a brother, P. Henry Mackey who is a non resident of the State of Maryland and resides in Marcus Hook, Pennsylvania, and is married to Annie Mackey who resides in Baltimore City Maryland and the following nieces and nephews, children of his brother, John Mackey, the said John Mackey having predeceased the testator: Layton J. Mackey who intermarried with Lucy Mackey, and is a non resident of the State of Maryland, residing in Dover, Delaware, Bradley Mackey who intermarried with Estella Mackey, and is a non resident of the State of Maryland, residing in Los Angeles, California, Jesse A. Mackey who intermarried with Helen Mackey, and is a non resident of the State of Maryland, residing in Marcus Hook, Pennsylvania, William J. Mackey who intermarried with Elizabeth Mackey, and is a non resident of the State of Maryland, residing in Pittsburgh, Pennsylvania, Fannie J. Neuendorf who intermarried with J. W. Neuendorf, and who is a non resident of the State of Maryland, residing in Flushing, New York, Grovie

L. Richards who intermarried with Norman Richards, and who is a non resident of the State of Maryland, residing in Dover, Delaware, Katherine B. Webber who intermarried with Beady Webber and resides at Greensboro, Caroline County, Maryland, Alice M. Rash who intermarried with Charles Rash, and who is a non resident of the State of Maryland, residing at Felton, Delaware, and that Ella Mackey Clark, a daughter of the said John Mackey, predeceased the testator leaving surviving her a husband, James Clark, who is a non resident of the State of Maryland, residing at Felton, Delaware, and an infant daughter, Mabel Clark, who is a non resident of the State of Maryland, residing at Dover, Delaware.

That the plaintiff is unable, from the terms of the will of said Daniel L. Mackey, deceased, to determine in what manner the surplus personal estate should be distributed, and she is also unable to determine the nature of the estate to which she is entitled, and to which the defendants are entitled in the various parcels of real estate of the decedent hereinbefore mentioned.

The Bill prays that the entire will of Daniel L. Mackey, deceased, may be construed so that the plaintiff as Executrix thereof may know in what manner to make distribution of the surplus personal estate of said deceased, and also may know the nature of the plaintiff's interest and estate in the real estate, and the nature of the interest and estate of the defendants therein; and have such other and further relief as her case may require.

IT IS THEREUPON this first day of August nineteen hundred and thirty-three, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the plaintiff, by causing a copy of this order to be inserted in some newspaper, printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 5th day of September nineteen hundred and thirty-three, give notice to the said non resident defendants of the object and substance of this Bill, warning them to be and appear in this Court in person or by Solicitor, on or before the 20th day of September next, to show cause, if any they have, why a decree ought not to be passed as prayed.

Filed August 1st, 1933.

B. HACKETT TURNER Clerk.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Annie Mackey

Seal's
Place.

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of August next, to answer the complaint of Mary J. Mackey, ind. and Mary J. Mackey, Executrix of the will of Daniel L. Mackey, 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 July 1933
Issued the 1st. day of August in the year 1933.

B. HACKETT TURNER Clerk.

Thos. J. Keating, Jr.
Solicitor for Complainants

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

B. HACKETT TURNER Clerk.

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

Received 3rd day of Aug. 1933 and for _____ delivered to the Sheriff of Baltimore City.

Test: Stephen C. Little Clerk.

Non Est

Joseph C. Deegan Sheriff

Filed Aug. 5th, 1933.

SUBPOENA FOR RESPONDENTS TO
 APPEAR AND ANSWER
 Filed Aug. 5, 1933.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's Katherine B. Webber and Beady Webber
 Place. 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 August next, to answer the complaint of Mary J. Mackey ind. and Mary J. Mackey, Executrix of the will of Daniel L. Mackey, 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 July, 1933
 Issued the first day of August, in the year 1933.

Thos. J. Keating, Jr.
 Solicitor for Complainants

B. HACKETT TURNER Clerk.

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

B. HACKETT TURNER Clerk.

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

Received and forthwith delivered to the Sheriff of Caroline County,
 this 3rd. day of Aug., 1933.

Test: T. CLAYTON HORSEY
 CLERK.

Summoned ambo and copy left with each of them August 4th, 1933.

G. H. TARBUTTON
 Sheriff of Caroline County.

Fee \$1.50

Filed Aug. 5th, 1933.

SUBPOENA FOR RESPONDENT
 TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's (Mrs) Annie Mackey
 Place.

OF BALTIMORE CITY GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of September next, to answer the complaint of Mary J. Mackey, individually & Mary J. Mackey, against you in Said Court exhibited Executrix of the Will of Daniel L. Mackey, deceased.

Hereof fail not, as you will answer the contrary at your peril.

MARY J. MACKEY, INDIVIDUALLY, AND
 MARY J. MACKEY, EXECUTRIX OF THE WILL
 OF DANIEL L. MACKEY, DECEASED.

VS.

P. HENRY MACKEY, AND ANNIE MACKEY,
 HIS WIFE, LAYTON J. MACKEY AND LUCY
 MACKEY, HIS WIFE, BRADLEY MACKEY,
 AND ESTELLA MACKEY, HIS WIFE, JESSE
 A. MACKEY AND HELEN MACKEY, HIS WIFE,
 WILLIAM J. MACKEY AND ELIZABETH MACKEY,
 HIS WIFE, FANNIE J. NEUENDORF AND J.
 W. NEUENDORF, HER HUSBAND, GROVIE L.
 RICHARDS AND NORMAN RICHARDS, HER HUSBAND,
 KATHERINE B. WEBBER AND BEADY WEBBER, HER HUSBAND, ALICE
 M. RASH AND CHARLES RASH, HER HUSBAND,
 MABEL CLARK, INFANT, AND JAMES CLARK, DE-
 FENDANTS.

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

ORDER OF PUBLICATION.

The object of this suit is to procure a construction of the will of Daniel L. Mackey, late of Queen Anne's County, deceased, and to determine the rights of the respective legatees and devisees thereunder in the personal and real estate of said deceased.

The bill states that on or about the twentieth day of May, nineteen hundred and thirty-two, Daniel L. Mackey, late of Queen Anne's County, departed this life leaving a last will and testament, which was duly admitted to probate by the Orphans' Court of Queen Anne's County.

That in accordance with the terms of said will Mary J. Mackey was appointed Executrix thereof, and letters testamentary were granted unto her by the Orphans' Court of Queen Anne's County on the thirty-first day of May, nineteen hundred and thirty-two, and that she duly qualified as such Executrix.

That said Mary J. Mackey, Executrix, has made sale of the personal property of the decedent, and is ready to settle said personal estate by the payment of the expenses of administrators and the claims filed against said estate as soon as the funds thereof are available (they being at the present time tied up in The Centreville National Bank of Maryland). That said Executrix, as soon as the funds of said estate are available to enable her to state her final administration account, desires to make distribution of the surplus personal estate unto the parties who may be entitled to the same under the aforesaid will.

That in addition to the personal estate of said Daniel L. Mackey, deceased, he died seized and possessed of certain real estate consisting of five parcels of land situate in Queen Anne's County, Maryland, briefly described as follows: The Home property of said Daniel L. Mackey in Church Hill, Maryland, the Jewell house of said Daniel L. Mackey in Church Hill, Maryland, a house and lot known as "The Valliant Property" in Church Hill, Maryland, a tract of woodland comprising twelve acres more or less, near Price's Station in the Second Election District of Queen Anne's County, Maryland, and a farm or tract of land known as the "Stant Farm" in the Second Election District of Queen Anne's County, Maryland, comprising one hundred and thirty acres, more or less.

That said Daniel L. Mackey died leaving surviving him a widow, Mary J. Mackey, the plaintiff, and a brother, P. Henry Mackey, who is a non-resident of the State of Maryland and resides in Marcus Hook, Pennsylvania, and is married to Annie Mackey, who resides in Baltimore City Maryland and the following nieces and nephews, children of his brother John Mackey, the said John Mackey having predeceased the testator: Layton J. Mackey, who intermarried with Lucy Mackey, and is a non-resident of the State of Maryland, residing in Dover, Delaware, Bradley Mackey who intermarried with Estella Mackey, and is a non-resident of the State of Maryland, residing in Los Angeles, California, Jesse A. Mackey who intermarried with Helen Mackey, and is a non-resident of the State of Maryland, residing in Marcus Hook, Pennsylvania, William J. Mackey who intermarried with Elizabeth Mackey, and is a non-resident of the State of Maryland, residing in Pittsburgh, Pennsylvania, Fannie J. Neuendorf who intermarried with J. W. Neuendorf and who is a non-resident of the State of Maryland, residing in Flushing, New York, Grovie L. Richards who intermarried with Norman Richards, and who is a non-resident of the State of Maryland, residing in Dover, Delaware, Katherine B. Webber who intermarried with Beady Webber and resides at Greensboro Caroline County, Maryland, Alice M. Rash who intermarried with Charles Rash, and who is a non-resident of the State of Maryland, residing at Felton, Delaware, and that Ella Mackey Clark, a daughter of the said John Mackey, predeceased the testator leaving surviving her a husband James Clark, who is a non-resident of the State of Maryland, residing at Felton, Delaware, and an infant daughter, Mabel Clark, who is a non-resident of the State of Maryland, residing at Dover, Delaware.

That the plaintiff is unable, from the terms of the will of said Daniel L. Mackey, deceased, to determine in what manner the surplus personal estate should be distributed, and she is also unable to determine the nature of the estate to which she is entitled, and to which the defendants are entitled in the various parcels of real estate of the decedent herein before mentioned.

The Bill prays that the entire will of Daniel L. Mackey, deceased, may be construed so that the plaintiff as Executrix thereof may know in what manner to make distribution of the surplus personal estate of said deceased,

and also may know the nature of the plaintiff's interest and estate in the real estate, and the nature of the interest and estate of the defendants therein; and have such other and further relief as her case may require.

IT IS THEREUPON this first day of August, nineteen hundred and thirty-three, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the plaintiff, by causing a copy of this order to be inserted in some newspaper, printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 5th day of September, nineteen hundred and thirty-three, give notice to the said non-resident defendants of the object and substance of this Bill, warning them, to be and appear in this Court in person or by Solicitor, on or before the 20th day of September next, to show cause, if any they have, why a decree ought not to be passed as prayed.

B. HACKETT TURNER, Clerk.

True Copy-

Test: B. HACKETT TURNER, Clerk.

Filed August 1st, 1933.

THE CENTREVILLE OBSERVER

Centreville, Md., October 25, 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order of Publication in the case of Mary J. Mackey, Individually and Mary J. Mackey, executrix vs. P. Henry Mackey, 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 3d day of August, 1933, being more than four successive weeks before the fifth day of September 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Oct. 25, 1933.

PETITION FOR APPOINTMENT OF
GUARDIAN AD LITEM FOR MABLE CLARK,
INFANT DEFENDANT.
Filed Oct. 25, 1933.

MARY J. MACKEY, ET AL.

VS.

P. HENRY MACKEY, ET AL.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY. CHY. No. 2963.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Mary J. Mackey, plaintiff in the above cause, respectfully represents:

That Mable Clark, one of the defendants in the above entitled cause, is a non resident of the State of Maryland, and the order of publication heretofore passed in this cause has been duly published as will appear by the certificate of publication thereof filed herein, but said Mabel Clark being an infant, can not answer and defend this suit for herself.

WHEREFORE, your petitioner prays your Honors to appoint a guardian ad litem to appear and answer for said infant defendant Mabel Clark.

Respectfully submitted.

THOS. J. KEATING JR.
ATTORNEY FOR PLAINTIFF.

MARY J. MACKEY
PLAINTIFF.

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

I hereby certify that on this 9th day of October 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Mary J. Mackey and made oath in due form of law that the matters and things stated in the within and foregoing petition are 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.

NELSON J. BROWN
Notary Public.

Notary
Public
Seal.

Filed Oct. 25, 1933.

ORDER OF COURT
Filed Oct. 31st, 1933.

ORDER OF COURT

ORDERED this 31st day of October, 1933, by the Circuit Court for Queen Anne's County, in Equity, upon the foregoing petition and affidavit of Mary J. Mackey, the plaintiff, that Wm. J. Rickards be, and he is, hereby appointed guardian ad litem to appear for and answer for Mabel Clark, infant defendant, in the above entitled cause.

THOMAS J. KEATING.

Filed Oct. 21st, 1933.

ANSWER OF MABEL CLARK, INFANT
DEFENDANT BY WILLIAM J. RICKARDS,
GUARDIAN AD LITEM.
Filed Jan. 11, 1934.

MARY J. MACKEY : IN THE CIRCUIT COURT FOR
VS. : QUEEN ANNES COUNTY.
P. HENRY MACKEY, :
ET AL. :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Mabel Clark, infant, by William J. Rickards, Guardian ad Litem, duly appointed by order of this Court to the Bill of Complaint of Mary J. Mackey against her in this Court exhibited.

This defendant, being an infant, can not admit any of the matters and things in said Bill of Complaint alleged and submits her rights thereunder to the protection of this Honorable Court.

And as in duty bound, etc.,

WILLIAM J. RICKARDS
Guardian ad litem

Filed Jan. 11, 1934.

PETITION FOR HEARING ON BILL OF COMPLAINT
AND ANSWERS.
Filed Jan. 16, 1934.

MARY J. MACKEY, ETC., : IN THE CIRCUIT COURT
PLAINTIFF, :
VS. :
P. HENRY MACKEY, ET AL, :
DEFENDANTS. :
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Mary J. Mackey, the plaintiff, by Thomas J. Keating, Jr., her Attorney, respectfully shows:

1. That all of the defendants to this cause have filed their answers herein consenting that this Honorable Court pass such decree as may be right and proper herein.

2. That the Bill of Complaint is a bill for the construction of a will and that, therefore, there is no necessity for the taking of testimony thereon.

3. That your petitioner is desirous of having the cause heard upon bill and answer.

May it, therefore, please your Honors to pass an order setting the cause for hearing, and directing the Clerk of the Court to give notice to the defendants or their attorney of the time and place of such hearing, and for such other and further relief as their case may require.

Respectfully submitted.

THOS. J. KEATING JR.
ATTORNEY FOR PETITION.

Filed Jan. 16th, 1934.

ORDER OF COURT
Filed Jan. 16th, 1934.

ORDER OF COURT

UPON the foregoing petition of Mary J. Mackey, plaintiff, it is by the Circuit Court for Queen Anne's County, in Equity, this 15th day of January 1934, ORDERED that the hearing upon the bill of complaint and answers in this cause be held at the Court House in Centreville, Maryland, on the 25th day of January 1934, at the hour of ten o'clock A. M. ; and it is further ORDERED that the Clerk of this Court give notice of said hearing to the defendants or their attorneys on or before the 18th day of January next.

Filed Jan. 16th, 1934.

THOMAS J. KEATING

BRIEF OF ARGUMENT OF COUNSEL
FOR THE PLAINTIFF.
Filed Feb. 2, 1934.

MARY J. MACKEY

VS.

P. HENRY MACKEY,
ET AL.



IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

BRIEF OF ARGUMENT OF COUNSEL FOR THE PLAINTIFF.

* * * * *

The intention of the Testator must be gathered from the whole will, from a consideration of all of the provisions contained in it without regard to the order in which these provisions occur.

Smithers vs. Hooper
23 Maryland 285
Miller on Wills - Chapter 2 Page 35.

First we must consider the nature of the estate created by the will in the "House and Lot and buildings on the left side of New Street running from the State Road" devised to Mary J. Mackey.

The devise to Mrs. Mackey in the first part of the will of the aforesaid "house" and "lot" is, on its face, a general devise and, therefore, would pass the Testator's whole interest therein unless a contrary intention is intended by a devise over.

"A general devise of real estate, in which words of limitation or perpetuity are omitted will pass the Testator's whole interest unless a contrary

intention appear by a devise over"

Hammond vs. Hammond
8 G. & J. Page 436
Code Article 93 Section 336.

Also see Miller on wills - Chapter 11 Page 267.

It is then clear that the devise to Mrs. Mackey of the "house" and "lot" is an absolute devise unless the clause at the end of the will "and at my wife and brother death my property is to go to my brother John Mackey children" can be taken to limit the previous devise to a life estate. It will be noted that the Testator uses the word "property" and the inquiry naturally is whether the word "property" includes the "house" and "lot".

The Testator's intention must, of course, control and it does seem, looking at the will as a whole that the Testator's intention was not to limit the absolute estate in the "house" and "lot" devised to his wife as aforesaid. It was apparently his intention to separate and distinguish said "house" and "lot" from the remaining part of his estate, as will be seen by the other dispositions made thereof in the will.

It is true that where words are used more than once in a will they are presumed to be used always in the same sense, unless a contrary intention appears.

Miller on Wills - Chapter 3.

In this case the word estate is used several times, and it is apparent from the use of it that the Testator intended it to mean all that he owned except the aforesaid "house" and "lot". While the Testator did not employ the term estate in that part of the will reading "to John Mackey children" he employed the word "property". The words "estate" and "property" are technical words and hence the rule that they shall be construed according to their technical sense, unless the whole will shows a contrary intention, must be applied.

I think in the present case the contrary intention is certainly shown due to the fact that the word "estate" technically means a certain "interest" in "property", and yet from the Testator's will it is apparent that he had no knowledge of the technical meaning of either of these words.

It, therefore, seems that he has used the word "estate" and the word "property" as synonymous words and if such be the case it seems clear that he did not intend to include the aforesaid "house" and "lot" within this category.

See Miller on Wills - Chapter 3 etc.
and cases cited thereunder.

The next question to be determined is the division of the estate devised and bequeathed to Mary J. Mackey and Henry Mackey in the remaining part of the testator's real and personal property.

Here again the intention must control, and it seems from the will that by the last clause thereof he intended that his Wife should have one-half of his personal property for life, and an undivided one-half interest in the remaining real estate for life, and that his Brother, Henry Mackey (otherwise called P. H. Mackey) should have one-half of his personal property for life, and an undivided one-half interest in his real estate for life, with the remainder to John Mackey's children.

While it is true that the devise of one-half of the estate to Mrs. Mackey, and the other one-half to Henry Mackey is absolute on its face, even though without words of limitation, nevertheless, the latter clause which says that the property is to go to John Mackey's children specifically refers to the death of Mrs. Mackey and P. H. Mackey and the intention is, therefore, apparent to limit the estate or estates previously bequeathed and devised to them (exclusive of the "house" and "lot") to an estate for life. The life estate thus devised to Mary J. Mackey and P. H. Mackey must of necessity be estates in common in the real estate because there is no express intention to create a joint tenancy in them for life, and unless this intention is expressed the estate is in common.

Code Article 50 Section 13.

The next question to be determined is whether or not the remainder estate of John Mackey's children is a vested or contingent remainder.

It is our belief that the remainder is a vested remainder because it is such an estate that is definitely ascertainable at the death of the Testator, the enjoyment of which is postponed until the termination of the prior particular estate or estates. There is nothing contingent about the death of Mary J. Mackey and P. H. Mackey, there is merely uncertainty of the time thereof.

See Miller on Wills - Page 586.

A further inquiry is:

Who are the parties that take this vested remainder in the property?

The expression used here by the Testator is "to my brother John Mackey children". I assume that the Testator means his Brother John Mackey's

children, and hence we must find what this term "children" means. The word "children" designates a certain class of persons, and under our law the members of this class take per capita and not per stirpes.

Maddux vs. State
4 H. & J. - 539
Thompson vs. Young
25 Maryland - 461
Miller on Wills - Page 192 etc.

The word "children" does not include any representatives of any children that may be dead in the Testator's Life time. Gifts to a class do not come within our statute preventing lapse legacies.

The persons designated as children are those who answer the description at the time of the Testator's death.

Lockerman vs. McBlair
6 Gill - Page 177.

Now we must inquire the nature of the estate in remainder which the children of John Mackey acquired.

At common law a gift to a class creates a joint tenancy, but in view of our statute (Code Article 50 Section 13) an intention to create a joint tenancy must be expressed, and this applies as well to remainders as to absolute estates.

Stahl vs. Emory
147 Maryland 123
Preston vs. Clabaugh
90th Maryland 707.

It is, therefore, evident that those children of John Mackey who were living at the time of Daniel L. Mackey's death will take a vested remainder in common in the real estate, and the enjoyment of said remainder and the possession thereof will devolve upon certain children as follows:

They will take undivided interests in common in an undivided one-half interest therein and come into enjoyment of that part at the death of Mary J. Mackey, and they will take an undivided interest in a one-half undivided interest therein at the death of P. Henry Mackey.

As to the personal property they will take equal shares of the one-half thereof which Mrs. Mackey holds for life at her death, and they will take equal shares in the one-half thereof which P. Henry Mackey holds for life at his death.

The only other point to be disposed of is the question of whether or not the will contains a power of sale due to the expression "and my farm aint to be sold for three years after my death unless a good price is obtained and the sale is agreed by both Mary J. Mackey and P. Henry Mackey".

In order to create a power of sale there must be the donor of the power and a donee who is to exercise it. The donor in this instance is, of course, definite, being the Testator. A donee may be ascertained either by naming him or by implication.

Miller on Wills - Page 709.

An implication may arise by directing a sale to take place for certain purposes, and those purposes can only be carried out by a particular person, such as an Executor named in a will. In the present case is the implication sufficiently clear? The purposes of a sale are not set out, and hence it can not be implied that the Executor or some other person has such power by implication of law.

The clause is, in its nature, restrictive rather than enabling, and hence it could hardly be certain that the Testator's intention, gathered from the whole will, was that his farm should be sold.

Cite Miller on Wills - Page 709 and
762 and cases cited thereunder.

Filed Feb. 2, 1934.

PETITION TO AMEND BILL OF COMPLAINT
Filed June 13th, 1934.

MARY J. MACKEY, INDIVIDUALLY
AND AS EXECUTRIX OF THE WILL OF
DANIEL L. MACKEY, DECEASED,

VS.

P. HENRY MACKEY, ET AL,
DEFENDANTS.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Mary J. Mackey, plaintiff, by Thomas J. Keating, Jr., her Solicitor, respectfully shows unto your Honors:

1. That as will appear by reference to the Bill of Complaint heretofore filed in this cause by your Oratrix it is alleged in the sixth paragraph thereof that Daniel L. Mackey, late of Queen Anne's County, died leaving surviving him certain persons named in said paragraph, they being your Oratrix and P. Henry Mackey, a brother, one of the defendants, and certain nieces and nephews, children of one John Mackey, a deceased brother of the said Daniel L. Mackey, said nieces and nephews likewise being defendants in this cause.

2. That your Oratrix omitted saying that your Oratrix and the aforesaid parties, defendants, were the only heirs at law of the said Daniel L. Mackey.

3. That your Oratrix desires to amend said Bill of Complaint by inserting in the sixth paragraph thereof after the words "surviving him" the words "as his only heirs at law".

WHEREFORE your Oratrix prays your Honors to pass an order authorizing her to amend said Bill of Complaint by inserting in the sixth paragraph thereof after the words "surviving him" the words "as his only heirs at law".

And as in duty bound, etc.

THOS. J. KEATING JR.
Solicitor for Plaintiff.

ORDER OF COURT
Filed June 13, 1934.

ORDER OF COURT

Upon the foregoing petition of Mary J. Mackey, plaintiff, it is by the Circuit Court for Queen Anne's County, in Equity, this day of 1934, ORDERED that said Mary J. Mackey be, and she is, hereby allowed to amend the Bill of Complaint filed in this cause to the extent that there may be inserted in the sixth paragraph thereof, after the words "surviving him" the words "as his only heirs at law", and that said amendment may be made by the insertion of the aforesaid words in the original Bill without the necessity of filing an entirely new amended Bill of Complaint.

THOMAS J. KEATING

Filed June 13, 1934.

I, the undersigned, William J. Rickards, Solicitor for the defendants, in the above cause hereby consent, on behalf of said defendants, to the amendment of the Bill of Complaint as prayed for in the foregoing petition filed by Mary J. Mackey, plaintiff.

WILLIAM J. RICKARDS
Solicitor for DEFENDANTS.

OPINION OF COURT
Filed July 9, 1934.

MARY J. MACKEY, INDIVIDUALLY AND AS
EXECUTRIX OF THE WILL OF DANIEL L.
MACKEY, DECEASED, PLAINTIFF,

VS.

P. HENRY MACKEY, ET AL.

IN THE CIRCUIT COURT FOR
QUEENANNE'S COUNTY, IN
EQUITY.
CHANCERY NO. 2963.

This proceeding has been instituted for the purpose of obtaining the Court's construction of the will of one Daniel L. Mackey, late of Queen Anne's County, deceased.

The will bears date March 15, 1932, and has been duly admitted to probate by the Orphans' Court of said county, in which county the deceased resided at the time of his death, in the year 1932, and the bill is filed in order that distribution may be made of the deceased's personalty, remaining

after payment of his debts, and in order to ascertain the persons embraced within the terms of the will and the nature and extent of the interest and estate the different devisees are entitled to receive in the real estate of the deceased testator.

The bill of complaint was herein filed on August 1, 1933, by Mary J. Mackey as the relict and widow of the deceased testator, Daniel L. Mackey, in her individual capacity and in her capacity as the executrix of the said last will of the deceased testator. The allegations of the bill are, in substance, as follows:

In paragraph one, the bill states the deceased was late of Queen Anne's County and that he departed this life testate, on May 20, 1932, and that there is filed with the bill, as "Plaintiff's Exhibit No. 1," a certified copy of the said last will of the deceased; which said last will was, on May 31, 1932, duly admitted to probate by the Orphans' Court for Queen Anne's County and is now of record in the office of the Register of Wills of said county.

In paragraph two, the complainant mentions her appointment and qualification as executrix of the will of the deceased and also the granting to her of letters testamentary upon the estate by the aforesaid Orphans' Court and a certificate of her said appointment is duly filed.

In paragraph three, the statement is made that the complainant, as executrix of the deceased's estate, is ready to make payment of the debts of the deceased and finally settle and distribute his personal assets as soon as the funds in her custody are released and made available to her by the Centreville National Bank wherein they are on deposit.

In paragraph four, the complainant states that, upon her funds being made available by her depository thereof, she desires to pass in the said Orphans' Court her final administration account and to distribute the surplus personal estate to such persons as may be entitled thereto.

In paragraph five of the bill, there is given a description and title reference to various lots, pieces and tracts of real estate owned and possessed by the deceased at the time of his death and which are designated as follows:

(1) The Home property of the deceased located on the North or left side of New Street in Church Hill and adjoining the Eareckson property on the West and the County Stables on the East.

(2) The Jewell property located in Church Hill, on the South side of New Street, adjoining the Grace property on the West and other property of the deceased on the East.

(3) The Valliant property adjoining the Jewell property last above mentioned, and described.

(4) The wood tract call "Maple Meadows," consisting of about twelve acres of land located near Price Station.

(5) The tract of land or farm, known as "The Stant Farm," containing about one hundred and forty acres of land, located on the road from Clannahan's Shops to Hayden's Station.

Paragraph six of the bill states that the testator died leaving surviving him a widow, the complainant in this cause, a brother, P. Henry Mackey (designated in said will as, and generally known as, Henry Mackey), and that the deceased was survived also by numerous nieces and nephews, whose names and residences are in said paragraph stated severally with the name and residence of the husband or wife of each thereof as the case may be, also stated, and all of whom are children of a predeceased brother of the testator whose name was John Mackey, and that said named nieces and nephews are all the children and the only children of said John Mackey, deceased, who survived the testator, Daniel L. Mackey. That in addition to said nieces and nephews, the testator's said brother, John Mackey, was, however, also survived by a daughter, Ella Mackey Clark, who predeceased the said testator, Daniel L. Mackey, and who is survived by a husband, James Clark, of Felton, Delaware, and by an infant daughter, Mable Clark, who resides in Dover, Delaware, and that said daughter constitutes the only issue of said Ella May Clark, deceased.

Paragraph seven of the bill merely states that the complainant is unable to determine in what manner to distribute the personal estate of her testator or the nature of her estate and interest in his real estate or of that of the defendants' therein.

The prayers of the bill are:

A - That the said will may be construed.

B - For other and further relief.

Answers are filed by all defendants, other than the one infant defendant, who answers by guardian ad litem. The answers admit the facts.

It is quite evident from observation or inspection of the exhibit filed with the bill (that is the copy of the will) that the deviser who composed the will under consideration, or his amanuensis or typist, was not particularly skilled or discriminating in the selection or application of apt

words or terms by which to convey, impart or make known to others the exact meaning or intention of the testator who executed the will.

In the instant case no objection is made to the legal form or factum of the will in question, and a construction thereof only is desired. The use by one of highly technical words in making his will, though desirable, is not essential to the validity of a will and the absence therefrom of such words is not unusual -- With that exception a will is to be construed as any deed or other written instrument.

One of the rules laid down in Jarman on Wills says "That any evidence apparent on the face of a will that it was or was not drawn by a skilled person may be considered in construing it." It is only when apparently technically drawn that the technical is the primary meaning -- That is if it is drawn by a professional, legally skilled hand.

A will must be interpreted from such language as the testator has written or has dictated or adopted, rather than from what he should have written, or said or adopted. The Court, by mere construction, is not permitted to make a will for a testator.

The whole context of the will must be considered, as well as the circumstances surrounding its execution by the testator, and force and effect must, if possible, be given to every material word in the instrument. The Court must give force to and reconcile every part of the will and reach, if possible to do so, the general intent of the testator with respect to the disposition of his entire property -- Miller's "Construction of Wills", Page 47. Technical rules of construction are never so strictly adhered to in interpreting wills as in the interpreting of deeds. General rules of construction as to paragraphs, sentences, words and punctuation used in a will are always recognized to be of considerable weight and assistance towards ascertaining the true or real intent of a testator by the person who may undertake to construe a will as an entirety with reference to the real intention of the testator at the time of executing a will. (95 Md. 148).

The construction of wills is so prolific of cases abounding in actual or supposed verbal distinctions undertaken to be made or explained by the Courts in very numerous and varied decisions by them rendered that reference to these decisions shows them far from being satisfying as precedents.

The intent, or predominant idea of a testator, if and when discovered, must always be heeded if that intent be not actually repugnant to some rule of property or of some established rule or policy of law.

The instant will under consideration is composed of very few words; it refers personally and by name to but three individuals and to but one class of persons as a class; it mentions no property by either specific character or name, except (a) the short reference to the home, lot and buildings located on the left side of New Street and (b) where provision is made therein for a period of delay in the sale of the deceased's farm. The testator fails to use in his will apt or usual terms, designations or names with reference to either the duration or length of the holdings, or the particular interest, estate, or right, to be had in the testator's estate and property by the donee or devisee. Such words and designations as "property" and "estate" have each, of course, a technical meaning but these words (estate and or property) may be used or applied in a more general or extensive sense to signify that of which riches or fortunes may consist and may be inclusive of both real and personal property.

The two and only individuals named by the testator in the first paragraph of his will, to be the recipients of his bounty, were his wife, Mary J. Mackey, and his brother, (P.) Henry Mackey, in the order as herein and in said will mentioned. It was certainly not unnatural that a husband, in disposing by will of whatsoever was the subject of disposition by him should appear to have his wife uppermost and first in his mind and that the subject of his disposal should appear to be specifically designated both by its location and by the fact of its having buildings thereon including a house; and that, as the first incident in the making of his will, and as the first idea and intention he expresses therein, he makes designation both of the gift and of the object of his bounty.

The first devise (or "Will," if the identical word of the testator be used) expresses clearly and succinctly the intent and first idea of the testator, and, except that it lacks punctuation, it is otherwise complete, accurate and full. The recipient is named, the subject of the disposition by description as to location is sufficiently complete for identification purposes and the said devise or will first made by the testator is without limitation, condition, qualification or division by him expressed therein. The mere absence of punctuation from a will or clause therein can not defeat the language or intent so clearly shown as in the instant will under consideration.

The next or second desire, idea or intention in the mind of the testator, after he made for his wife the provision and allotment to her mentioned in the last above paragraph hereof, is shown to be, from the language and words of the testator therein used or by him adopted, his desire, idea, intent then to make an equal gift, donation or allotment to two named individuals, his wife and his brother, Henry, as tenants or holders in common, during their joint lives of that which then remained undisposed of and that, at the death

of the wife, the children of John Mackey, living at the time of the death of testator, should become tenants or holders in common as to the half of the estate to her devised.

That, at the death of his brother, P. H. (Henry) Mackey, the children of John Mackey, living at the time of the death of the testator, should become owners, tenants, or holders in common as to the half of the estate to P. H. (Henry) Mackey devised by the testator.

In the opinion of the Court, the children of John Mackey, living at the time of the testator's death take under the terms of the will a vested remainder in the entire remainder estate devised and consisting of his property and estate generally, irrespective of particularization in character, kind, name or location by the testator and whether consisting of realty or personalty, excepting only the testator's Home and Lot and --- on the left side of New Street, to be held by them to the exclusion of such other children of John Mackey, if any, or their issue, who may have predeceased the testator.

The complete intentions and desires of the testator, as disclosed by him in the will under consideration, shows the scheme of his will to be as follows:

A - He first made the initial provision of his wife therein by then and thereby designating for her the herein above mentioned, and in said will first mentioned, "Home and Lot - - - on New Street." That provision is in itself and by its terms complete and, thereunder, the spouse takes, and is thereby given, absolutely and in fee simple, the designated "House, etc."

B - He then proceeds further and, next in order, makes for her (it being apparent that so far in his will the testator has completely failed to mention any person other than himself and his wife) an additional and entirely new provision wherein he adds another individual (by name and by the designation, brother) as one who is to thereby, in common with her, share and become the object of his bounty as to his estate, as it existed after making the provision contained in the aforesaid first and initial provision for his wife. It is quite apparent that, until the testator in his will made use of the words "and also (also?) half of my estate," he had spoken of, or indicated, only one person and had mentioned only one subject of disposition, and it is equally clear that, by the use of these words, he intended to make an additional devise to the person (his wife) already referred to by him and to "Will", give, devise and bequeath to her, the person already named, one-half of what was then the subject of disposition, to wit: one-half of the remainder of his estate or property, or one-half of that of which his riches or fortunes may consist, and inclusive of both real and personal property.

In this State the early vesting of estate is, at the present time, highly favored both by statute law and by Judicial decisions.

There does not appear to have been any expressed intention on the testator's part to create a joint tenancy as such and in the absence of an expressed provision a tenancy in common is presumed.

The will contains therein no express provision or power for sale of any property; the only mention of disposition by the takers is the inhibition relative to any immediate sale of the Stant Farm.

The cause having come on for hearing and counsel for the respective parties having been heard and the proceeding real and considered and the Court being of the opinion as herein above indicated, a decree will be signed, when prepared, and filed in this cause to carry into effect the views as herein expressed.

The decree will set forth and declare that after payment of debts, etc., the widow of the testator and his brother, P. Henry Mackey, are each entitled to receive and have, for the terms of their natural lives, one-half the personal property or personal estate of the testator in common each with the other, with remainder to L. J. Mackey, Bradley Mackey, Jessie A. Mackey, Wm. J. Mackey, Fannie J. Mendord, Gracie L. Richards, Katharine B. Webber, and Alice M. Rash, children of John Mackey living at the time of the testator's death, in equal parts, share and share alike: that the said widow is entitled to receive, have, hold and enjoy absolutely and in fee simple, the "Home Lot, - - - on the left or North side of New Street." That all real estate, other than the aforesaid house and lot on the North side of New Street shall, during the period of the join lives of the testator's widow and of his brother, P. Henry, be possessed, occupied and enjoyed by them in common with remainder to the said children of said John Mackey, deceased, as to one-half thereof, as said widow and said brother shall respectively depart this life.

THOMAS J. KEATING

Filed July 9, 1934.

J. OWEN KNOTTS

DECREE
Filed July 24, 1934.

MARY J. MACKEY,
INDIVIDUALLY, AND
MARY J. MACKEY,
EXECUTRIX OF THE WILL
OF DANIEL L. MACKEY,
DECEASED.

VS.

P. HENRY MACKEY, ET AL,
DEFENDANTS.

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

D E C R E E.

In conformity with the opinion heretofore filed in this cause on the 9th day of July, 1934, it is by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED this 23rd day of July 1934, that:

After the payment of the debts, funeral expenses and costs of administration of the personal estate of Daniel L. Mackey, deceased, as provided by his will, the surplus personal estate should be distributed as follows: One-half thereof unto Mary J. Mackey, to hold for and during the term of her natural life, and from and after her death to L. J. Mackey, Bradley Mackey, Jessie A. Mackey, William J. Mackey, Fannie J. Nuendorf, Gracie L. Richards, Katherine B. Webber and Alice M. Rash, share and share alike absolutely; and one-half thereof unto P. Henry Mackey to hold for and during the term of his natural life and from and after his death to L. J. Mackey, Bradley Mackey, Jessie A. Mackey, William J. Mackey, Fannie J. Nuendorf, Gracie L. Richards, Katherine B. Webber and Alice M. Rash, share and share alike absolutely;

That Mary J. Mackey is entitled to have, hold and enjoy absolutely and in fee simple the Home Property of said Daniel L. Mackey being the House and lot on the left or north side of New Street running from the State road, in the Town of Church Hill, Queen Anne's County, Maryland, and which is described in the Bill of Complaint as having been conveyed unto said Daniel L. Mackey by Harry Massey by deed dated August 30th., 1915, and recorded in Liber W. F. W. No. 7 folio 463, a land record book for Queen Anne's County.

That all of the rest, residue and remainder of the real estate of which the said Daniel L. Mackey died, seized and possessed shall during the lives of Mary J. Mackey and P. Henry Mackey be possessed, occupied and enjoyed by them in common equally, and from and after the respective death of the said Mary J. Mackey and said P. Henry Mackey, as they shall occur, the undivided one-half interest in said real estate which either of the said life tenants shall enjoyed during her or his respective life shall pass to and vest in the said L. J. Mackey, Bradley Mackey, Jessie A. Mackey, William J. Mackey, Fannie J. Nuendorf, Gracie L. Richards, Katherine B. Webber and Alice M. Rash as tenants in common, equally, absolutely and in fee simple.

THOMAS J. KEATING

J. OWEN KNOTTS

Filed July 24, 1934.



CHANCERY NO. 3000.

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

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

S. CHARLES WALLS,
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 a certified copy of the mortgage from S. Charles Walls to J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", Chancery No. 2014, bearing date the 10th day of June, 1926, and of the assignment thereof from the said J. Frank Harper, Trustee as aforesaid, to William R. Horney, bearing date the 9th day of June, 1934, said mortgage and assignment being recorded in Liber B. H. T. No. 5, folios 308, 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.

CERTIFIED COPY OF MORTGAGE
Filed June 11, 1934.

.....
#11,934. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the tenth 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 tenth day of June, in the year nineteen hundred and twenty six, by S. Charles Walls (widower), of Queen Anne's County, in the State of Maryland;

WHEREAS, the said S. Charles Walls is justly indebted unto J. Frank Harper, of Queen Anne's County aforesaid, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", being Cause No. 2014 in the Circuit Court for Queen Anne's County in Equity, in the full sum of FOUR THOUSAND DOLLARS (\$4,000.00), the said sum of FOUR THOUSAND DOLLARS (\$4,000.00) being money this day loaned to the said S. Charles Walls by the said J. Frank Harper, Trustee as aforesaid, in pursuance of the authority contained in the order of the said Circuit Court for Queen Anne's County in Equity passed in the above Cause on the twenty ninth day of May, nineteen hundred and twenty six;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said principal sum of FOUR THOUSAND DOLLARS (\$4,000.00) shall be repaid to the said J. Frank Harper, Trustee as aforesaid, 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 at the rate of six per centum per annum;

AND WHEREAS, the said loan was made upon the express precedent agreement that the aforesaid principal sum of FOUR THOUSAND DOLLARS (\$4,000.00) and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said S. Charles Walls does hereby grant and convey unto the said J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", Chancery No. 2014, his heirs, successors and assigns, in fee simple, the following described real estate, to wit:

ALL that tract of land or farm called or known as "The William T. Shawn Farm", "Crumpton's Chance", or by whatsoever other name or names the same may be called or known, situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, containing one hundred forty six (146) acres and thirty two (32) perches of land, more or less, and being the same tract of land or farm which was conveyed to the said S. Charles Walls by William T. Shawn and Martha A. Shwan, his wife, by deed bearing date the sixteenth day of April, nineteen hundred and twenty six, and recorded in Liber B. H. T. No. 5, folios 176, etc., a 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 particular description of said tract of land or farm hereby intended to be conveyed.

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 S. Charles Walls, his heirs, executors, administrators or assigns, shall well and truly pay to the said J. Frank Harper, Trustee as aforesaid, his heirs, successors, or assigns, the aforesaid sum of FOUR THOUSAND DOLLARS (\$4,000.00) when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said S. Charles Walls, his heirs and assigns, shall possess said property.

AND the said S. Charles Walls, for himself, his heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said J. Frank Harper, Trustee as aforesaid, his heirs, successors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his heirs, 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, conditions or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said J. Frank Harper, Trustee as aforesaid, his heirs, successors, or assigns, or J. FRANK HARPER and William R. Horney, of Queen Anne's County aforesaid, or either of them, his and their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said S. Charles Walls or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said J. Frank Harper, Trustee as aforesaid, his heirs, successors, or assigns, or J. FRANK HARPER and William R. Horney, or either of them, his and their said Attorneys, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses

incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said S. Charles Walls for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hand and seal of the said Mortgagor, the day and year first above written:

TEST: S. CHAS. WALLS (SEAL)
BERTHA G. DURNEY

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

I HEREBY CERTIFY that on this tenth day of June, in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, duly commissioned and qualified according to law, personally appeared S. Chalres Walls and acknowledged the foregoing MORTGAGE to be his act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
Public
Seal.

BERTHA G. DURNEY
Notary Public.

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

I HEREBY CERTIFY that on this tenth day of June, in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, duly commissioned and qualified according to law, personally appeared William R. Horney, Agent of J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", Chancery No. 2014, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing MORTGAGE is true and bona fide as therein set forth, and further made oath as aforesaid that he is Agent of the said J. Frank Harper, Trustee as aforesaid, the said within named Mortgagee.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
Public
Seal.

BERTHA G. DURNEY
Notary Public.

Queen Annes County, to wit: Be it remembered that on the Eleventh day of June in the year nineteen hundred and thirty four, the following assignment was brought to be recorded, to wit:

For Value received and pursuant to the order of the Circuit Court for Queen Anne's County in Equity passed on the 9th day of June, 1934, in the cause in said Court entitled "Katie Hurlock vs. Wilbur W. Hurlock vs. Wilbur W. Hurlock, et al.", being Cause No. 2014 on the Chancery Docket of said Court, I, J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", Chancery No. 2014, do hereby transfer and assigns the within and foregoing mortgage, with interest from the 10th day of December, 1931, unto William R. Horney for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal, this 9th day of June, 1934.

Test; J. FRANK HARPER (SEAL)
Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.",
Chancery No. 2014.
Hilda T. Seward

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 5, folios 308, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof, I hereunto subscribed my name and affix the seal of the Circuit Court for Queen Anne's County this eleventh day of June, in the year nineteen hundred and thirty four.

Seal's
Place.

B. HACKETT TURNER Clerk.

CERTIFIED COPY OF BOND
Filed July 2, 1934.

Queen Anne's County, to wit: Be it remembered that on the second day of July, in the year 1934, the following Bond was filed for record, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand dollars (\$5,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presengs, sealed with our seals and dated this 2nd. day of July, in the year nineteen hundred and thirty four.

WHEREAS, a certain mortgage from S. Charles Walls to J. Frank Harper Trustee in the case of Katie Hurlick Vs. Wilbur W. Hurlock, et al, Chancery NO. 2014, bearing date the 10th. day of June, nineteen hundred and twenty six, and recorded in Liber B. H. T. No. 5, folios 308 etc. a land record book for Queen Anne's County aforesaid, was by the said J. Frank Harper, trustee as aforesaid, duly assigned to the said William R. Horney, by assignment bearing date the 9th. day of June, nineteen hundred and thirty four, and recorded among the 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 sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden 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:

Edwin G. Meredith.
Attest: Edwin G. Meredith.

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

I hereby certify that the foregoing mortgage is truly taken and copied from Liber B. H. T. No. 1, fol. 276, 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 July, in the year 1934.

B. HACKETT TURNER
Clerk.

Seal's
Place.

REPORT OF SALE
Filed July 11, 1934.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

S. CHARLES WALLS,
Mortgagor.

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

Cause No. 3000.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage

hereinafter described, to your Honors, respectfully sets forth:

1. That default was made by the mortgagor by reason of the non-payment of the principal mortgage debt secured by said mortgage and the interest thereon covenanted to be paid 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 S. Charles Walls to J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", Chancery No. 2014, bearing date the 10th day of June, 1926, and recorded in Liber B. H. T. No. 5, folios 308, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by the said J. Frank Harper, Trustee as aforesaid, duly assigned to the said William R. Horney, by assignment bearing date the 9th day of June, 1934, 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 hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said William R. Horney, Assignee of Mortgage, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the 10th day of July, 1934, beginning at the hour of 1:00 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, default having occurred therein as hereinbefore stated, proceeded to sell the real estate described in and granted and conveyed by said mortgage, that is to say: he then and there offered at public sale to the highest bidder, the property conveyed by said mortgage, consisting of ALL that tract of land or farm called or known as "The William T. Shawn Farm", "Crumpton's Chance", or by whatsoever other name or names the same may be called or known, situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, on the public road (but not immediately adjacent thereto) leading from Centreville to Burrisville, containing 146 acres and 32 perches of land, more or less, and sold the same to J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", Chancery No. 2014, at and for the sum of Twenty Five Hundred Dollars (\$2,500.00), he being then and there the highest bidder therefor at said sum, and he, the said J. Frank Harper, Trustee as aforesaid, having been authorized to be a bidder at said sale and to become the purchaser of said mortgaged property at a price not to exceed a certain sum by the order of this Court passed on the 9th day of July, 1934, in said Chancery Cause No. 2014 entitled "Katie Hurlock vs. Wilbur W. Hurlock, et al." 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 receive all of the landlord's share of the crops then growing or to be grown on said farm during the year 1934, including the present wheat crop which was then cut, the said Assignee having taken said farm over under said mortgage by notice in writing to the mortgagor as well as the tenant thereof prior to the cutting of said wheat; that possession would be given, subject to the rights of the present tenant, immediately upon compliance with the terms of sale; that the taxes for the year 1934 would be payable by the purchaser and all taxes due and in arrears would be paid by the Assignee; that the fire insurance on the buildings would be adjusted as of the day of sale; that the purchaser would be required to pay for the fertilizer used in the planting of the tomato crop then growing on said farm; and that all title papers would be at the expense of the purchaser.

5. That the said J. Frank Harper, Trustee as aforesaid, has not yet complied with the terms of sale, but has agreed to do so by paying the costs, taxes, etc., into the hands of said Assignee as authorized and in accordance with the said order of this Court so as aforesaid passed on the 9th day of July, 1934, in said Chancery Cause No. 2014.

Respectfully submitted,

WM. R. HORNEY
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 11th day of July, in the year nineteen hundred and thirty four, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

B. HACKETT TURNER
Clerk.

Filed July 11th, 1934.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 11, 1934.

ASSIGNEE'S SALE
of a Valuable

F A R M

Default having occurred in the mortgage from S. Charles Walls to J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", Chancery No. 2014, dated June 10th, 1926, and recorded in Liber B. H. T. No. 5, folios 308, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was assigned by the said J. Frank Harper, Trustee as aforesaid to William R. Horney by assignment dated June 9th, 1934, and recorded at the foot of said mortgage, the undersigned, assignee of said mortgage, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder in front of the Court House door, in the town of Centreville, Queen Annes County, Maryland, on TUESDAY, JULY, 10TH, 1934 beginning at the hour of 1.00 o'clock, P. M., the property conveyed by said mortgage, to wit:

ALL that tract of land or farm called or known as "The William T. Shawn Farm," "Crumpton's Chance," or by whatsoever other name or names the same may be called or known, situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's, State of Maryland, on the public road (but not immediately adjacent thereto) leading from Centreville to Burrisville, containing 146 acres and 32 perches of land, more or less.

The landlord's interest in all annual crops, including the 1934 wheat crop, will pass to the purchaser.

The improvements consist of a dwelling, barn and other small out-buildings.

TERMS OF SALE-A cash deposit of \$500.00 will be required on the day of sale. One-Third of the purchase price, less the cash deposit of \$500.00, will be required upon the ratification of the sale by the Circuit Court for Queen Annes County in Equity, and the balance of said purchase price will be required in two equal instalments, payable, respectively, in 1 and 2 years from the day of sale, or all cash at the option of the purchaser, all credit payments, if any, to bear interest from the day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the undersigned Further particulars will be made known on day of sale.

WILLIAM R. HORNEY,
Assignee of Mortgage.
HARPER & HORNEY, Attys
J. ELMER ANTHONY, Auct.

THE CENTREVILLE OBSERVER

Centreville, Md., July 11, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's sale in the case of William R. Horney, Assn. vs. S. Charles Walls 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 14th day of June, 1934, being more than twenty days before the 10th day of July 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

"Exhibit A"

Filed July 11th, 1934.

N I S I

William R. Horney
Assignee of Mortgage
vs.
S. Charles Walls

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
)
) IN EQUITY
)
) CHANCERY No. 3000.

ORDERED, This 11th day of July A. D., 1934, 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 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 \$2500.00.

B. HACKETT TURNER Clerk.

Filed July 11th, 1934.

STATEMENT OF MORTGAGE DEBT
Filed Aug. 3rd, 1934.

WILLIAM R. HORNEY,
Assignee of Mortgage

vs.

S. CHARLES WALLS,
Mortgagor.

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

Cause No. 3000.

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt owing as of the day of sale under the mortgage from S. Charles Walls to J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", Chancery No. 2014, bearing date the 10th day of June, 1926, and recorded in Liber B. H. T. No. 5, folios 308, etc., a land record book for Queen Anne's County aforesaid, which said mortgage was duly assigned by the said J. Frank Harper, Trustee as aforesaid, unto the said William R. Horney by assignment bearing date the 9th day of June, 1934, and recorded at the foot of said mortgage;

Amount of principal mortgage
debt as evidenced by the original mortgage
attached hereto, to wit: -----\$4,000.00

Amount of interest on said
mortgage debt from December 10th, 1931, (the
date to which it was last paid), to the 10th day
of July, 1934, (the date of the sale of the real
estate made and reported in this cause), ----- 620.00

Total amount of mortgage debt owing
as of the day of sale, the said 10th day of July, 1934, -----\$4,620.00

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

I HEREBY CERTIFY that on this 3rd day of August, in the year nineteen hundred and thirty four, 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 aforesaid STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

B. HACKETT TURNER
Clerk.

Filed Aug. third, 1934.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Sept. 14, 1934.

N I S I

William R. Horney
Assignee of Mortgage

VS.

S. Chas. Walls

In The Circuit Court For Queen Anne's County In Equity Chancery No. 3000.

ORDERED, This 11th day of July A. D., 1934, 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 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 \$2,500.00.

B. HACKETT TURNER, Clerk
 True Copy
 Test: B. HACKETT TURNER, Clerk
 Filed-July 11th, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md., September 14, 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney Assn. of Mortgage vs. S. Chas. Walls 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 July, 1934, being more than four weeks before the 13th day of August 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Sept. 14, 1934.

By BERTHA G. DURNEY

ORDER OF COURT
 Filed Sept. 24th, 1934.

WILLIAM R. HORNEY,
 Assignee of Mortgage,
 vs.
 S. CHARLES WALLS,
 Mortgagor.

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

Cause No. 3000.

FINAL ORDER OF RATIFICATION

ORDERED, this 22nd day of September, in the year nineteen hundred and thirty four, 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 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 allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOMAS J. KEATING

Filed Sept. 24th, 1934.

REPORT AND ACCOUNT
 OF THE AUDITOR.
 Filed October 10th, 1934.

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

William R. Horney, assignee
 of mortgage,
 vs.
 S. Charles Walls, mortgagor.

Cause No. 3000.

To the Honorable, the Judges of said Court:-

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

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

I have stated the within account by first charging William R. Horney, the vendor of the cause, with the gross proceeds of the mortgaged sale and then thereout by allowing as follows:

Unto the vendor his commissions for making the sale, the Court costs of the cause, his bond premium, cost of advertising notice of the sale and the two orders nisi of the cause, the charges of the auctioneer for crying the sale, insurance paid by him, and unto the treasurers of the county taxes unpaid and in arrear at the time of the sale on the mortgaged property, and unto the auditor his fee. The balance of the sales remaining after these allowances constitutes the net sale and in the within account is distributed unto William R. Horney as assignee of the mortgage on account of his mortgage claim.

Which is respectfully submitted.

MADISON BROWN,
Auditor.

STATEMENT OF DEBT.

S. Charles Walls as mortgagor unto William R. Horney as assignee of the mortgage mentioned in this cause, DR

1934,	July 10 -	To amount of the mortgage debt due this day per statement filed	\$4,620.00
CR.		By the net sale of this cause distributed to him by the within account on his debt	<u>1,928.27</u>
		To balance due bearing interest from July 10, 1934	\$2,691.73

MADISON BROWN,
Auditor.

October 9, 1934.

The proceeds of the sale of the mortgaged real estate of S. Charles Walls, the mortgagor making the mortgage through which the sale in this cause was made, in account with William R. Horney, assignee of said mortgage and the vendor making this sale of this cause.

1934	July	10	CR.	By amount of the gross sale made and reported by said vendor by his report filed July 11, 1934, to wit: the sum of	\$2,500.00
------	------	----	-----	--	------------

1934	July	10	DR.	To William R. Horney, said vendor, for his commissions for making the sale per terms of the mortgage, the sum of	\$145.00
				To do., for the Court costs of this cause as taxes by the Clerk per his tatement as follows: Costs of B. H. Turner, clerk, . . . \$18.75 Appear. fee of Harper & Horney . . . <u>10.00</u>	28.75
				To do., for the cost of his bond with corporate surety thereon paid or to be paid to said surety, to wit: the sum of	20.00
				To do., for the cost of advertising in The Centre-ville Observer, per bill for same notice of sale \$13.50 order nisi on sale 3.75 order nisi on audit. <u>2.50</u>	19.75
				To do., for the charges of J. E. Anthony for crying the sale made, the sum of	10.00
				To Anna Q. Skinner for state and county taxes on the mortgaged property for year 1931 per tax bill \$95.37 for year 1932 per tax bill 84.29 for year 1933 per tax bill <u>55.54</u>	235.20
				To F. C. Stevens, treasurer, for state and county taxes on mortgage d property for year 1930 per tax bill, to wit:	100.23
				To William R. Horney, vendor, for costs of certain fire insurance on mortgaged property, sum of	8.30
				To Madison Brown, auditor, for stating this account, the sum of	4.50
				To William R. Horney as assignee of said mortgage on account of his mortgage claim this balance which is not sufficient to pay the debt in full, to wit: <u>1,928.27</u>	1,928.27

\$2,500.00 \$2,500.00

October 10, 1934.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee
of Mortgage.

VS.

S. Charles Walls, Mortgagor

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE NO. 3000

ORDERED, This 10th. day of October, in the year nineteen hundred and 34 that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th. day of November, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of October, 1934 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed Oct. 10th. 1934.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Nov. 13, 1934.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of Mortgage
VS.

S. Charles Walls, Mortgagor

In The Circuit Court For Queen Anne's County In Equity. Case No. 3000.

ORDERED, This 10th day of Oct. in the year nineteen hundred and thirty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th day of November, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 27th day of October, 1934 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk

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

Filed October 10th, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md., November 13, 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Wm. R. Horney, Assn. of Mortgage vs. S. Chas. Walls, Mtgr. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 11th day of October, 1934, being more than two weeks before the 27th day of October 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

ORDER OF COURT
Filed Nov. 13, 1934.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.
S. CHARLES WALLS,
Mortgagor.

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

Cause No. 3000.

FINAL RATIFICATION OF AUDIT

ORDERED, this thirteenth day of November, in the year nineteen hundred and thirty four, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

Filed Nov. 13, 1934.

THOMAS J. KEATING

CHANCERY NO. 2883

QUEEN ANNE'S COUNTY to Wit: Be it remembered that heretofore to wit: on the 5th. day of November in the year 1931. Charles H. Buck, Assignee of Mortgage filed in court here his order to docket suit in the words following to wit:

CHARLES H. BUCK, ASSIGNEE	#	IN THE CIRCUIT COURT FOR
VS.	#	QUEEN ANNE'S COUNTY
CATHERINE F. WALKER and	#	IN EQUITY
W. IRVING WALKER, her husband	#	CASE "B"
	#	

Mr. Clerk:

Please docket the above entitled foreclosure suit, and file the within mortgage as "EXHIBIT A."

Elmer M. Harper
Solicitor for Assignee.

Chas. H. Buck
Assignee of Mortgage.

And on the same day last aforesaid and along with said order to docket suit there was filed the following Certified Copy of Mortgage, to wit:

#11,987. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh 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 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 FIVE THOUSAND DOLLARS (\$5000), 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 FIVE THOUSAND (\$5000) 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 ONE HUNDRED AND SEVENTY-FIVE Dollars and No Cents each and a final payment of ONE HUNDRED AND FORTY FIVE DOLLARS AND NINETY 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 those two tracts or parcels of land situate in the Second Election District of Queen Anne's County, Maryland, which were acquired by the said Catherine F. Walker by deed from Stephen E. Ford and George Warfield, Trustees, dated the 13th day of June, 1901, and recorded among the Land Records of Queen Anne's County, in Liber J. E. G. No. 2, folio 84, one of said tracts of land containing one hundred and five acres, two roods and eight perches of land, more or less, being more particularly described as parcel No. Six in a deed from Emily H. Ford to Catherine Ford, now Catherine F. Walker, dated the 14th day of May 1889, recorded among said Land Records in Liber W. D. No. 3, folio 118; the other said tract containing thirty five acres, more or less, being the same tract of land which is described as parcel No. Seven in a deed from Emily H. Ford to Catherine Ford, now Catherine F. Walker, recorded among the said Land Records in Liber W. D. No. 3, folio 118, said description being by metes and bounds and courses and distances, with the EXCEPTION of eleven acres, more or less, which was conveyed by the said Catherine F. Walker and W. Irving Walker, her husband, to Thomas A. Minch, by deed dated the 23rd day of February, 1912, recorded among said Land Records in Liber W. F. D. No. 1 folio 431.

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 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, but 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 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 whomsoever 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,

thesaid 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 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 subsurface 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 THREE 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.

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 foregoing 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 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 1937.

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- One.

ATTEST:

R. H. Engle
SECRETARY.

Hugh L. Pope
PRESIDENT.

Seal's
Place.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber B. H. T. #5, folios 404 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.

SEAL'S
PLACE.

B. Hackett Turner
C L E R K.

STATEMENT OF MORTGAGE DEBT FILED NOV. 3rd. 1932.

CHARLES H. BUCK, ASSIGNEE	#	IN THE CIRCUIT COURT FOR
OF MORTGAGE	#	QUEEN ANNE'S COUNTY
vs.	#	IN EQUITY
CATHERINE F. WALKER, and	#	CASE "B"
W. IRVIN WALKER, her Husband,	#	#2883, Chancery Dkt. B. H. T. 1,
	#	Folio 138.

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 Catherine 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 404;-

To amount of principal-----	\$4,679.80
To interest @ 6% from January 1st, 1932 to November 7th, 1932-----	239.45
Total-----	\$4,919.25

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 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.

Seal's
Place.

Powell Vickers
Notary Public.

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.

Seal's
Place.

Anna Spilman
Notary Public.

CERTIFIED COPY OF BOND, The original of which was filed on the Third day of November, in the year 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, as principal, and the Seaboard Surety Company of 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 Five thousand dollars, to be paid to the 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 Anne's County in Liber B. H. T. No.5, folio 404, etc. (default having occurred thereunder) and being duly assigned to Charles H. Buck, the Assignee will sell at Public Auction at the Court House Door, Centreville, Queen Annes County.

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, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: Virginia McAllister Attest as to Surety: Rosa B. Voelker.	Seal's Place.	Chas. H. Buck. (SEAL) 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.
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And on the back of the foregoing Bond was thus endorsed, to wit:-
 Security approved and Bond filed November 3rd. 1932.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No.1 fol. 215, 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.

B. Hackett Turner Clerk.

Seal's
 Place.

And afterward , to wit: on the 18th. day of November in the year 1932. there was filed the Report of Sale made by said Charles H. Buck, assignee, in the words following to wit:

CHARLES H. BUCK, ASSIGNEE	#	IN THE CIRCUIT COURT FOR
VS.	#	QUEEN ANNE'S COUNTY
CATHERINE F. WALKER and	#	IN EQUITY
W. IRVING WALKER, her husband	#	CASE "B"

(Mortgage dated July 1st, 1926, recorded in Queen Anne's Co., in Liber B. H. T. 5, folio 404.)

THE,- 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:

THAT,- 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 other prerequisites as required by law and giving notice of the time, place, manner and terms of sale by advertisements inserted in the " Centreville Observer", for more than twenty days before the sale he did, pursuant to said notice, attend at the Court House Door, at Centreville, Maryland, on Monday, November 7th, at 1:30 P. M., and then and there proceeded to sell said property described in said Mortgage, that is to say:

THE,- undersigned offered at public sale to the highest bidder, the property mentioned in said mortgage, being a farm containing one hundred and twenty- nine acres, more or less, located in the Second Election District of Queen Anne's County, on South East Creek, three miles Southwest of Church Hill, 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 Three Thousand, Five Hundred Dollars (\$3,500.00).- it being the highest bidder therefor.

All of which is respectfully submitted.

CERTIFICATE OF PUBLICATION OF ORDER NISI Filed Feb 21st. 1933.

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? 2883

ORDERED, This 18th day of November A. D., 1932, that the sale of the real estate made and reported in this cause bl Chas. H. Buck, Assignee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 26 day of Jan. 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 \$3,500.00

True Copy Test:-
B. Hackett Turner, Clerk
Filed November 18th, 1932.

B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER

Centreville, Md., Feb. 31st 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Charles 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, Maryland, once a week for Four Successive Weeks the first publication thereof having been made in said newspaper on the 24 day of November 1932 being more than twentydays before the 26th day of December 1932

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G. Durney

Charles H. Buck,
Assignee of Mortgage
Vs.
Catherine F. Walker and
W. Irving Walker, her husband.

Cause No. 2883.

FINAL ORDER OF RATIFICATION.

Ordered, this 25 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 Charles H. Buck, Assignee, 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.

Filed Feb 25th. 1933.

Thomas J Keating

REPORT AND ACCOUNT
OF THE AUDITOR
Filed March 6th, 1935

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

Charles H. Buck,
Assignee of Mortgage,
vs.
Catherine F. Walker and
W. Irving Walker, her
husband.

CAUSE NO. 2883

To the Honorable , the Judge of said Court:

The report of Madison Brown, your audiotr, 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 caues and in the within account stated by the auditor he is charged with the gross proceeds of the sale made and reported by him and then thereout the following allowance have been made:
Unto the said Charles H. B^uck as vendor his commissions of 5per 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, 1031 and also for year 1932 in part in accordance with the terms of sale; one-half the costs of the stamps required for deed to purchaser per terms of sale;

Unto Madison Brown, auditor, his fee.

Unto Charles H. Buck, as assignee of the mortgage, the balance of the amount so charged to him less the allowances mentioned in part payment of the mortgage 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 mortgagedebt on the day of sale and after application to the debt of the net proceeds of sale of this cause.

Which is respectfully submitted,
March 1, 1935

Madison Brown
Auditor

Cause No. 28 83

The proceeds of the sale of the real estate of Catherine F. Walker (mortgagor owner making the mortgage of this cause) described in this cause as located on South East Creek sold in the proceedings of this cause in account with Charles H. Buck, assignee of said mortgage and as such the party making the sale of this cause.

CR.

1932
NOV.

7 By gross amount of said sale made this date per report of same filed November 18, 1932. \$3,500.00

DR.

To Charles H. Buck, party making said sale for his commissions of 5 per centum for making said sale per terms of said mortgage, the sum of	\$175.00	
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 thereon per receipted account for same exhibited, the sum of	15.00	
To do., for the costs of advertising in The Centreville Observer the notice of said sale and order nisi thereon, per receipted account for same exhibited, the sum of	55.00	
To do., for the cost of advertising the order nisi to be passed as to this account, the sum of	2.50	
ii To do., for the Court costs of this cause paid the Clerk of the Court, per his receipted statement as follows:- Costs of Wm. H. Carter, clerk, \$18.75 Appear. fee of Elmer H. Harper, <u>10.00</u>	28.75	
To do., for one-half costs of revenue stamps for his deed to purchaser, per terms of sale	1.75	
To do., for amount paid E. T. Newell & Co. for crying the said sale, per receipted account for same exhibited, the sum of	25.00	
To do., for state and county taxes on land sold paid by him to F. C. Stevens, treas, for year 1930. \$69.13 A. Q. Skinner, treas. for year 1931 71.30 A. Q. Skinner, treas. for year 1932 <u>51.70</u> per receipted accounts exhibited \$192.13	192.13	
To Amount carried forward.	\$520.13	\$3,500.00

Cause No. 2883.

The proceeds of the sale of the real estate of Catherine F. Walker, (mortgagor owner making the mortgage of this cause) described in this cause as located on South East Creek sold in the proceedings of this cause in account with Charles H. Buck, assignee of said mortgage and as such the party making the sale of this cause.

By amount brought forward.	DR. \$520.13	CR. \$3,500.00
------------------------------------	--------------	----------------

DR.

To Madison Brown, auditor, for stating this account, the sum of	9.00	
To Charles H. Buck, assignee, on account of the mortgage debt due him on day of sale, this balance, to wit:	\$2,970.87	
	\$3,500.00	\$3,500.00

STATEMENT OF DEBT.

Catherine F. Walker, mortgagor,
to Charles H. Buck, assignee, DR.

1932
Nov. 7 To amount of mortgage debt due by her to him
under mortgage dated July 1, 1926, described
in this cause, on November 7, 1932,
prior to the sale of that date \$4,919.25

CR.
By net proceeds of sale of this cause, per
within account / 2,970.87

DR.
To balance due by her to him bearing interest
from November 7, 1932. \$ 1,948.38

March 1, 1935 Madison Brown
Auditor

NISI RATIFICATION OF AUDIT

Charles H. Buck,
Assignee of Mortgage, | IN THE CIRCUIT COURT
vs. | FOR QUEEN ANNE'S COUNTY
Catherine F. Walker and W. | IN EQUITY
Irving Walker, her husband. | CASE NO. 2883

ORDERED, This 6th day of March in the year nineteen hundred
and 38 that the Report and Account filed in these proceedings by Madison Brown
Auditor, be ratified and confirmed, unless cause to the contrary the r eof be
shown on or before the 29th day of March 1935; provided a copy of this order be
published onve 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.

Filed March 6, 1935. William H. Carter Clerk

CAUSE NO. 3011.

Queen Anne's County to wit: Be it remembered that heretofore to wit on the 20th. day of Sept. in the year nineteen hundred and thirty four, Wm. R. Horney Assignee of Mortgage filed in Court here his order to docket suit, in the words following, to wit:-

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

MARGARET K. BROWN,
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 the papers of said cause a certified copy of the mortgage from Margaret K. Brown to Howard E. Price, Trustee of E. Sterling Price, dated January 15th, 1927, of the assignment thereof from the said Howard E. Price, Trustee of E. Sterling Price, to Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, infants, dated May 23rd, 1930, and of the assignment thereof from Ruth F. Price, Guardian of said infants (acting under authority conferred upon her by the Orphans Court of Queen Anne's County), to William R. Horney, dated September 20th, 1934, said mortgage and assignments being recorded in Liber B. H. T. No.6, folios 295, etc., a land record book for Queen Anne's County, Maryland.

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

And is duty bound, etc.,

Wm. R. Horney
Assignee of Mortgage.

Filed Sept. 20th. 1934.

And on the same day last aforesaid and along with said order to docket suit there was filed the following Certified Copy of Mortgage, to wit:

#12,284. QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the 15th. day of January, in the year nineteen hundred and twenty-seven, the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this fifteenth day of January in the year nineteen hundred and twenty seven by Margaret K. Brown, widow of Queen Anne's County, in the State of Maryland.

WHEREAS, under and by virtue of an Order of the Circuit Court for Queen Anne's County, in Equity passed on the eighth day of January in a cause therein entitled " In the Matter of the Trust Estate of E. Sterling Price" being Cause #2225 on said Chancery docket, Howard E. Price, Trustee in said cause was authorized and empowered to lend unto Margaret K. Brown the sum of four thousand dollars for a period of three years from the date of said loan to be secured by a First Mortgage on the hereinafter described property.

AND WHEREAS, the said Howard E. Price, Trustee has loaned unto the said Margaret K. Brown, the said sum of four thousand dollars is to be due and payable three years from the date of these presents with interest at the rate of six per-cent per annum payable semi-annually from said date.

AND WHEREAS, it was a condition precedent to said loan that the prompt payment of said 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 five dollars, the said Margaret K. Brown does hereby grant and convey unto Howard E. Price, Trustee of E. Sterling Price, all that tract or lot of land situate, lying and being in the town of Centreville, on the southwest corner of Liberty Street and Elm Street and being bounded on the North by Liberty Street, on the East by Elm Street on the south by the property of Henrietta McKenney Holton and on the west by the property of J. Lemuel Roberts and being known as the "Margaret K. Brown Property" and being part of the property which was conveyed unto the said Margaret K. Brown by the Trustees of the Methodist Protestant Church at Centreville, in Queen Anne's County, State of Maryland, by deed dated March 24th, 1890, and recorded in Liber W. D. #4 folios 176 and 177, a land record book for Queen Anne's County, and the other from Elizabeth A. Turpin by deed dated October 16th, 1895 and recorded in Liber W. H. C. #3, folios 316 &c a land record for Queen Anne's County.

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

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

Provided, that if the said Margaret K. Brown, her heirs, executors, administrators or assigns shall well and truly pay to the said Howard E. Price, Trustee, his successors, executors, administrators or assigns the aforesaid sum of four thousand dollars and the interest to accrue thereon, 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 Margaret K. Brown, her heirs and assigns shall possess said property.

AND the said Margaret K. Brown, for her self, and her 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 Howard E. Price, 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 the 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 Howard E. Price, Trustee, 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 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 Margaret K. Brown, 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 Howard E. Price, trustee, his executors, administrators, successors, or assigns, or EDWIN H. BROWN, JR. his or their 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 Margaret K. Brown for herself and her heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS her hand and seal.

Test: MARGARET K. BROWN (SEAL)
LIDA HOPKINS

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 twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Margaret K. Brown, and acknowledged the foregoing mortgage to be her act and deed.

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

Notary
Public
Seal.

LIDA HOPKINS

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 twenty seven, before me the subscriber, a Notary Public

of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Howard E. Price, Trustee and made oath in due form of law that the consideration set forth in the said mortgage is true and bona fide as therein stated.

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

LIDA HOPKINS
Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit:- Be it remembered that on the 24th. day of May, in the year 1930, the following Assignment was brought to be recorded, to wit:-

FOR VALUE RECEIVED, and pursuant to the order of the Circuit Court for Queen Anne's County in Equity, passed in Chancery Cause No. 2225, on the 5th day of May, 1930, ratifying the audit filed in said Chancery Cause No. 2225, on the 3rd day of April, 1930, I Howard E; Price, Trustee for E. Sterling Price, do hereby transfer and assign the within and aforegoing mortgage to Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, infants, with interest from January 15th, 1930, without recourse or guarantee.

WITNESS my hand and seal, this 23rd day of May, 1930:

TEST: HOWARD E. PRICE (SEAL)
WM. R. HORNEY Trustee for E. Sterling Price.

Queen Anne's County, to wit: Be it remembered that on the twentieth day of September, in the year 1934, the following Assignment was brought to be recorded, to wit:

FOR VALUE RECEIVED, and pursuant to an order of the Orphans' Court of Queen Anne's County passed on the 15th day of March, 1932, in the Matter of the Guardianship, Estates of Sterling Foster Price and Virginia Sears Price, infants, I, Ruth F. Price, Guardian of the said Sterling Foster Price and Virginia Sears Price, infants, do hereby transfer and assign the within and aforegoing mortgage unto William R. Horney, for the purpose of collection by fireclosure or otherwise.

Witness my hand and seal, this 20th day of September, 1934.

Test: RUTH F. PRICE (SEAL)
HILDA T. SEWARD Guardian of Sterling Foster Price and
Virginia Sears Price, infants.

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.6, folios 295, 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 Twentieth day of September, in the year nineteen hundred and thirty four.

B. Hackett Turner Clerk.

CERTIFIED COPY OF BOND: The original of which was filed on the 22nd. day of October in the year 1934.

Queen Anne's County, to wit: Be it remembered that on the twenty second day of October, in the year 1934, the following Bond was filed for record, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand dollars (\$4,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty second day of October, in the year nineteen hundred and thirty four.

WHEREAS, a certain mortgage from Margaret K. Brown, to Howard E. Price, Trustee of E. Sterling Price, bearing date the 15th. day of January, 1927, and recorded in Liber B. H. T. No.6, folio 295, etc. a land record book for Queen Anne's County aforesaid, was, by Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, Infants, (acting under authority conferred upon her by the Orphan's Court of Queen Anne's County) duly assigned to the said William R. Horney, by mesne assignments recorded among said land records at the foot of said mortgage:

AND WHEREAS the above bounden William R. Horney, as 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 sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms,

conditions and covenants of said mortgage by reason of the non-payment of the principal of said mortgage and the interest covenanted to be paid thereon 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 well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

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

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

And on the back of the foregoing Bond was thus endorsed; to wit:-
Security approved and Bond filed October 22nd. 1934.
B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol, 291 a Bond 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 October, in the year 1934.

SEAL'S PLACE

B. Hackett Turner
Clerk.

And afterward, to wit on the 23rd. day of October in the year 1934., there was filed the report of sale made by said William R. Horney Assignee in the words following to wit:-

William R. Horney,
Assignee of Mortgage,

vs.

Margaret K. Brown,
Mortgagor

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

CAUSE NO. 3011.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report Of William R. Horney, Assignee of the Mortgage Herein-after described, to your Honors, respectfully sets forth:

1. That default was made by the mortgagor by reason of the non-payment of the principal mortgage debt and the interest covenanted to be paid thereon 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 Margaret K. Brown to Howard E. Price, bearing date the 15th day of January, 1927, and recorded in Liber B. H. T. No.6, folios 295, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by Ruth F. Price, Guardian of Sterling Foster Price and Virginia sears Price, Infants, (acting under authority conferred upon her by the Orphans' Court of Queen Anne's County), duly assigned to the said William R. Horney, By mesne assignments 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 hereinafter reported.
3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Queen Anne's Record, a newspaper printed and published in Queen Anne's Record, a newspaper printed and published in Queen Anne's County adoresaid, 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 23rd day of October, 1934, beginning 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 and conveyed by said mortgage, that is to say: he then and there offered at public sale to the highest bidder, the property conveyed by said mortgage, consisting of the following described real estate, to wit: All that lot or parcel of land, known as the "Margaret K. Brown Property" situate, lying and being in the town of Centreville, Queen Anne's County, State of Maryland, on the southwest corner of Liberty Street and Elm Street, on the south by the property of William L. Holton and on the west by the property of J. Lemuel Roberts, and sold the same to Sterling Foster Price and Virginia Sears Price, Infants, of

Queen Anne's County aforesaid, by and through Ruth F. Price, their legal Guardian, acting on their behalf, at and for the sum of Three Thousand Dollars (\$3,000.00) they being then and there the highest bidder therefor at said sum; The said Ruth F. Price having deemed it to be to the interest and advantage of said infants to purchase said property in order to protect their interest, there being no other bidders at said sale. A certificate of the advertisement of sale in The Queen Anne's Record, a newspaper printed and published as aforesaid in Queen Anne's County aforesaid, is file 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 possession would be given immediately upon compliance with the terms of sale; that the taxes for the year 1934 would be payable by the purchaser, all taxes due and in arrears to be paid by the Assignee; that the insurance on the dwelling 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 Ruth F. Price, Guardian of said Sterling Foster Price and Virginia Sears Price, Infants, has not yet complied with the terms of sale, but has entered into an agreement to pay the costs and overdue taxes upon demand by the Assignee.

Respectfully Submitted,

William R. Horney
Assignee of Mortgage.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY.

TO WIT:

I HEREBY CERTIFY that on this 23rd day of October, 1934, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

B. Hackett Turner

Filed Oct. 23, 1934.

Clerk.

Certificate of Publication of Advertisement.
ASSIGNEE'S SALE of a VALUABLE DWELLING

Default having occurred in the terms of the mortgage from Margaret K. Brown to Howard E. Price, Trustee of E. Sterling Price, dated January 15th, 1927, and recorded in Liber B. H. T. No. 6 folios 295, etc., a land record book for Queen Anne's County, Maryland, the undersigned assignee, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, OCT. 23, 1934 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 known as the Margaret K. Brown Property, situate and being in the town of Centreville, on the Southwest corner of Liberty Street and Elm Street and being bounded on the North by Liberty Street, on the East by Elm Street on the south by the property of William L. Holton and on the West by the property of J. Lemuel Roberts.

The improvements consisting of a large three story frame dwelling.

TERMS OF SALE: 1-3 of the purchase price will be required on day of sale and balance in two equal installments, payable, respectively, in 6 and 12 months from day of sale, or all cash, at option of purchaser, credit payments, if any, to bear interest from day of sale and must be secured to the satisfaction of the undersigned. Further particulars on day of sale.

WILLIAM R. HORNEY
Assignee of Mortgage.

HARPER AND HORNEY, Attorneys,
J. Elmer Anthony, Auctioneer

QUEEN ANNE'S RECORD
CENTREVILLE MARYLAND
October 23, 1934

THE QUEEN ANNE'S PUBLISHING CO., Inc., hereby certifies, that the Assignee's Sale in the case of WM. R. Horney, Assignee of Mortgage vs. Margaret K. Brown, Mortgagor a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 27th day of September 1934, being more than twenty days before the 23rd day of October 1934.

The Queen Anne's Publishing Co., Inc.
By Marie K. Connolly

"Exhibit A"
Filed Oct. 1934.

N I S I

William R. Horney,
Assignee of Mortgage.

VS

Margaret K. Brown, Mortgagor

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 3011

ORDERED, This 25th. day of October, A. D., 1934, that the sale of the real estate made and reported on this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd. day of 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 3rd day of December next.

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

B. HACKETT TURNER Clerk

Filed Oct. 25th. 1934.

STATEMENT OF MORTGAGE DEBT
Filed Jan. 15, 1935.

William R. Horney,
Assignee of Mortgage,

vs.

Margaret K. Brown,
Mortgagor.

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

Cause No. 3011.

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt owing as of the day of sale under the mortgage from Margaret K. Brown to Howard E. Price, Trustee of E. Sterling Price, bearing date the 15th day of January, 1927, and recorded in Liber B. H. T. No. 6, folios 295, etc., a land record book for Queen Anne's County, Maryland, which said mortgage, (having been assigned by the said Howard E. Price, Trustee as aforesaid, unto Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, infants), was duly assigned by the said Ruth F. Price, Guardian as aforesaid, (acting under authority conferred upon her by the Orphans' Court of Queen Anne's County), unto the said William R. Horney by assignment bearing date the 20th day of September, 1934, and recorded at the foot of said mortgage:

Amount of the principal mortgage debt as evidenced by the original mortgage attached hereto, to wit:-----\$4,000.00

Amount of interest on said mortgage debt from January 15th, 1933, (the date to which it was last paid), to the 23rd day of October, 1934, (the date of the sale of the real estate made and reported in this cause), ----- 425.33

Total amount of mortgage debt owing as of the day of sale, the said 23rd day of October, 1934, -----\$4,425.33

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

I HEREBY CERTIFY that on this 15th day of January, 1935, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WILLIAM H. CARTER
Clerk

Filed Jan. 15th, 1935.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Jan. 15, 1935.

NISI

William R. Horney, Assignee of Mortgage,

VS.

Margaret K. Brown, Mortgagor.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3011.

ORDERED, This 25th day of October, A. D., 1934, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd. day of 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 3rd day of December next.

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

B. HACKETT TURNER, Clerk.
True Copy, Test:
B. HACKETT TURNER, Clerk.
Filed Oct. 25th, 1934.

THE QUEEN ANNE'S RECORD

Centreville Maryland

January 15, 1935

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi in the case of Wm. R. Horney, Assignee of Mortgage vs. Margaret K. Brown, Mortgagor a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the first day of November 1934, being more than four weeks before the third day of December 1934.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By Marie K. Connolly

Filed Jan. 15th, 1935.

CERTIFICATE

Filed Jan. 19, 1934.

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

I hereby certify that it appears from the Petition of Ruth Price, Guardian of Foster and Virginia Price, filed in the Orphans' Court of Queen Anne's County, and afterwards filed as Exhibit No. G in Chancery Cause No. 2225 with the audit filed in said case on April 3, 1930, that mortgage from Margaret K. Brown dated January 15, 1927, for the sum of Four Thousand Dollars, was a part of the corpus of the trust estate of E. Sterling Price, as will appear by reference to said Exhibit No. G.

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 January, in the year nineteen hundred and thirty five.

Seal's
Place.

William H. Carter Clerk

CERTIFIED COPY OF ORDER OF COURT
Filed Jan. 19, 1935.

IN RE GUARDIANSHIP ESTATES OF
STERLING FOSTER PRICE AND VIRGINIA
SEARS PRICE, INFANTS.

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

No. 418G

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 15th day of March, 1932, by the Orphans' Court of Queen Anne's County, and by the authority of said Court, that Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, be and she is hereby authorized, directed and empowered to transfer and assign the mortgage mentioned and described in the said Petition to William R. Horney for the purpose of collection by foreclosure or otherwise, And it is further ordered that the said Ruth F. Price, Guardian as aforesaid, be and she is hereby authorized, directed and empowered to purchase in the name of said infants the property conveyed by said mortgage in the event no adequate bid is received therefor at the sale thereof. And it is further ordered that the said Ruth F. Price, Guardian as aforesaid, report to this Court her proceedings under this order.

Henry C. Bowen
W. Hopper Gibson
Clayton T. Cann
Judges of the Orphans' Court.

I, Norman S. Dudley, Register of Wills for Queen Anne's County, Maryland, do hereby certify that the foregoing is a true copy of the Order of Court on the Petition of Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, Infants, for the foreclosure of the Margaret K. Brown Mortgage as filed and passed in this office on the 15th day of March, 1932 and recorded in Liber W. T. B. #3, folio 575, Record Book of Petitions and Orders in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of the Orphans' Court this 19th day of January, 1935.

NORMAN S. DUDLEY

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

Seal's
Place.

CERTIFIED COPY OF ORDER
Filed Jan. 19, 1935.

In the Matter of the Trust created by
the will of William J. Price, deceased,
for and in behalf of
E. STERLING PRICE.

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

Cause No. 2225.

ORDERED, this 5th day of May, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the previous order of ratification nisi passed thereon in this cause, and the Trustee, Howard E. Price, is hereby directed to apply the corpus of this trust, principal and interest, according to and in the manner set forth in said foregoing audit; and the said Howard E. Price, Trustee as aforesaid, is hereby directed, authorized and empowered to pay over, transfer deliver and assign the cash money, stocks, bonds and mortgaged mentioned in said audit and therein distributed unto Sterling Foster Price and Virginia Sears Price,, infants, unto Ruth F. Price, Guardian of said infants, upon the execution of a proper release therefor.

LEWIN W. WICKES

Filed May 14th, 1930.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from the Original Order of Court filed in the above cause on May 14, 1930, and now remaining in this office.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 19th day of January, in the year nineteen hundred and thirty five.

Seal's
Place.

WILLIAM H. CARTER Clerk

ORDER OF COURT
Filed Jan. 19, 1935.

FINAL ORDER OF RATIFICATION

ORDERED, this twentieth day of January, in the year nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by William R. Horney, 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 allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOMAS J. KEATING.

Filed January 19, 1935.

REPORT AND ACCOUNT
Filed Feb. 18, 1935.

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

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

MARGARET K. BROWN,
Mortgagor.

Cause No. 3011.

To the Honorable, the Judges of said Court:

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

The proceedings of this cause were instituted for the collection of a mortgage debt by the sale of the mortgaged property under the power of sale in a mortgage and the proceeds of the sale made in this cause are not sufficient to pay the mortgage indebtedness due on the day of sale in full.

In the within account the auditor has charged William R. Horney, the party making the sale of this cause, with the gross amount of the proceeds of sale reported by him and has then allowed thereout as follows:
Unto the said vendor his commissions for making the sale per terms of the mortgage, the court costs of the cause per Clerk's statement, the cost of the assignee's bond and of his auctioneer, the cost of advertising this sale and the several orders nisi of the cause, taxes on the mortgaged property in arrears and unpaid at time of sale due the Town Commissioners of Centreville for year 1933 and year 1934, per tax statements exhibited unto the auditor and State and County taxes on the mortgaged property in arrears and unpaid at time of the sale due the State and County for years 1931, 1932 and 1933 per tax statements exhibited unto the auditor.

Unto Madison Brown, the auditor, his fee.
Unto William R. Horney, as assignee of the mortgage, the proceeds of the sale so charged unto him remaining after these allowances on account of his mortgage claim.

The auditor appends below a statement between the mortgagor and the assignee showing balance due by the mortgagor on the mortgage of this cause after the distribution by the within account to the assignee as above set forth.

Which is respectfully submitted.

MADISON BROWN
Auditor.

STATEMENT OF MORTGAGE DEBT.

Margaret K. Brown, mortgagor, to William R. Horney, assignee,	Dr
Oct. 23 To amount of the mortgaged debt due by mortgage to said mortgagor dated January 15, 1927 mentioned and described in above cause held on said date by said assignee, per statement of debt filed, to wit: . . .	\$4,425.33
CR. By net proceeds of sale of this cause per within account, to wit:	<u>2,341.57</u>
To balance bearing interest from this date	\$2,083.76

February 18, 1935.

MADISON BROWN
Auditor.

Filed February 18th, 1935.

Cause No. 3011

The proceeds of the sale of the mortgaged real estate of Margaret K. Brown, the mortgagor making the mortgage, described in this cause, in account with William R. Horney, the party making the sale described in this cause under the power of sale contained in said mortgage.

1934	CR.
Oct. 23.	
By the amount of the gross proceeds of sale of said mortgaged real estate per report of sale filed this day, to wit: the sum of	<u>\$3,000.00</u>

To William R. Horney, the party making the sale of this cause, for this commissions for making the sale per terms of said mortgage, to wit: the sum of \$165.00		
To do., for the Court costs of this cause as follows, to wit:		
Appear. fee of Harper & Horney . . .	\$10.00	
Costs of W. H. Carter, clerk, . . .	18.75	
per Clerk's statement	\$28.75	28.75
To do., for the cost of his bond filed herein paid to the corporate surety thereon, per receipt account for same appears, to wit:		16.00
To do., for the charges of J. E. Anthony, auctioneer, for crying the sale, the sum of		10.00
To do., for the cost of advertising in The Queen Anne's Record the notice of said sale and the order nisi thereon, and the order nisi on this audit, per itemized account for same exhibited, to wit: the sum of		16.01
To do., to be paid the Town Commissioners of Centreville taxes due said Commissioners on the mortgaged property in arrears at time of sale for year 1933	\$58.90	
for year 1934	61.36	120.26
To do., to be paid Anna Q. Skinner, treasurer, following taxes unpaid and in arrears at time of sale on mortgaged property,		
for year 1931	\$122.39	
for year 1932	104.26	
for year 1933	71.26	297.91
To Madison Brown, auditor, for stating this account, the sum of		4.50
To William R. Horney, assignee of mortgage, in part of his mortgage debt, this balance, to wit: the sum of		2,341.57
		<hr/>
	\$3,000.00	\$3,000.00

February 18, 1934.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

William R. Horney Assignee of Mortgage	}	IN THE CIRCUIT COURT
VS.	}	FOR QUEEN ANNE'S COUNTY
Margaret K. Brown	}	IN EQUITY
	}	CASE No. 3011.

ORDERED, This 18th day of February in the year nineteen hundred and thirty five that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 15th day of March 192 ; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of March 192 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed February 19th, 1935.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Mar. 18, 1935.

NISI RATIFICATION OF AUDIT
WILLIAM R. HORNEY, Assignee
of Mortgage,
vs.
MARGARET K. BROWN

CAUSE NO. 2884.

QUEEN ANNE'S COUNTY TO WIT: Be it remembered that heretofore to wit: on the 4th. day of November in the year 1931. Charles H. Buck, Assignee of Mortgage filed in Court here his order to docket suit, in the words following, to wit:

CHARLES H. BUCK, ASSIGNEE	#	IN THE CIRCUIT FOR
vs.	#	QUEEN ANNE'S COUNTY
Catherine F. Walker and	#	IN EQUITY
W. Irving Walker, her husband	#	CASE "C"

Mr. Clerk:

Please docket the above entitled foreclosure suit, and file the within mortgage as "Exhibit A."

Elmer M. Harper
Solicitor for Assignee.

Chas H Buck
Assignee of Mortgage.

And on the same day last aforesaid and along with said order to docket suit there was filed the following Certified Copy of Mortgage and Assignment, to wit:-
Filed Nov. 5th. 1931.

#11,988. Queen Anne's County, to wit:- Be it remembered that on the seventh day of July, in the year nineteen hundred and twenty- eix, 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 TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500), 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 TWO THOUSAND FIVE HUNDRED (\$2500) 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 EIGHTY-SEVEN Dollars and FIFTY Cents each and a final payment of SEVENTY-TWO Dollars and NINETY-FIVE 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 known as the "Murdock Corner Farm", situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, on the Public Road leading from Church Hill to Millington, being the same land 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 J. E. G. No.2, page 84, the said tract of land containing two hundred and twenty-two acres, one rood and twenty perches of land, said land being more particularly described in a deed from Emily h. ford to Catherine Ford, now Catherine F. Walker, dated the 14th day of May, 1889, and recorded in Liber W. D. No.3, folio 118, &c., a Land Record Book of Queen Anne's County, Maryland, in which last mentioned deed the said land is described by metes and bounds, courses and distances as parcel Number Four.

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 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, judgment 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 the 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 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 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 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 the party of the first part, whether said option, lease, right or privilege be operated or exercised or not, at the time of the execution hereof, shall be paid over to said Bank and by it applied to the reduction of the principal of this mortgage, and this agreement shall serve as a full and sufficient assignment of the said mortgagors' interest in said option, lease, right or privilege for the purpose aforesaid; provided that in all cases where said option, lease, right or privilege has not been exercised or operated before the making of this indenture, but is thereafter exercised or operated, thereupon the party of the second part shall, at its election, have the right to demand of the party of the first part, payment in full of the debt secured to be paid by this Indenture; provided, that before any proceedings for foreclosure shall be commenced or had the party of the second part shall give 30 days' notice in writing to the party of the first part of such election and demand for payment of the said debt; and no such option, lease, right or privilege for any mineral, coal, oil or other sub-surface or surface right shall be made or granted upon, to or in connection with said lands herein described, subsequent to the execution of this indenture, without the consent of the said Bank having been first obtained in writing.

And the said party of the first part individually and on behalf of personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to said Mortgagee, its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least ONE THOUSAND FIVE HUNDRED Dollars and to cause the policy to be affected thereon, to be so framed or endorsed; as in the case of fire, to enure to the benefit of the said Mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors or assigns.

And it is further agreed by the parties hereto and those claiming through, by or under them, that an assignment of this mortgage shall carry with it an assignment of this amortization note which it is given to secure.

WITNESS the hands and seals of the said Mortgagors.

	Catherine F. Walker	(SEAL)
TESTE:		
	Lida Hopkins.	
	W. Irvin 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 foregoing 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.	<u>Lida Hopkins</u> Notary Public.
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My commission expires May 1927.

Queen Anne's County, to wit: Be it remembered that on the 5th. 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-One.

ATTEST:	<u>Hugh L. Pope</u>
<u>B. H. Engle</u>	PRESIDENT:
SECRETARY.	

Corporate
Seal's
Place.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. #5, folios 408, 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 4th. day of November, A. D. nineteen hundred and thirty-one.

B. Hackett Turner

SEAL'S
PLACE.

CLERK.

Statement of Mortgage Debt filed on the 3rd. day of November in the year 1934.

CHARLES H. BUCK, ASSIGNEE OF MORTGAGE	#	IN THE CIRCUIT COURT FOR
VS.	#	QUEEN ANNE'S COUNTY
CATHERINE F. WALKER, her husband,	#	IN EQUITY
	#	CASE "C"
		#2884, Chancery Dkt. B. H. T. 1, folio 139.

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 Catherine 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 408;-

To amount of principal-----	\$2,339.90
To interest @ 6% from January 1st. 1932 to November 7th. 1932-----	119.72
Total-----	\$2,459.62

Chas H Buck

Assignee of Mortgage.

THE MARYLAND-VIRGINIA JOINT STOCK LAND
BANK OF BALTIMORE

BY, CHARLES 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 foregoing is a just and true statment 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.

SEAL'S
PLACE

Powell Vickers
NOTARY PUBLIC.

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 Mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS,- my hand and notarial seal.

SEAL'S
PLACE.

Anna D. Spilman
NOTARY PUBLIC.

CERTIFIED COPY OF BOND, The original of which was filed on the 3rd. day of November in the year 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 ANNES COUNTY, in equity.

KNOW ALL MEN BY THESE PRESENTS: that we, Charles H. Buck, of Baltimore, as principal, and the Seaboard Surety Company of 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 twenty five Hundred dollars, to be paid to the 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.

WHEREAAS, 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 408, etc (default having occurred thereunder) and being duly assigned to Charles H. Buck, the Assignee will sell at Public Auction at the Court House Door, Centreville, Queen Annes County.

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, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness:
Virginia McAllister
Attest as to Surety:
Rosa B. Voelker.

Seal's
Place.

Chas. H. Buck. (SEAL)
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 foregoing Bond was thus endorsed, to wit:-

Security approved and Bond filed November 3rd. 1932.
B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1. fol. 216. 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.

B. Hackett Turner Clerk.

SEAL'S
PLACE.

AND afterward to wit: on the 18 th. day of Nov. in the year 1932, there was filed the report of sale made by said Charles H. Buck Assignee in the words following to wit:-

CHARLES H. BUCK, ASSIGNEE OF MORTGAGE	#	IN THE CIRCUIT COURT FOR
	#	QUEEN ANNE'S COUNTY
vs.	#	IN EQUITY
Catherine F. Walker and	#	CASE "C"
W. Irving Walker, her husband	#	(Mortgage dated July 1st, 1926, recorded in Queen Anne's Co., in Liber B. H. T. No. 5, folio 408).

T H E,- Report of Sale of Charles H. Buck, Assignee of Mortgage, 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 other prerequisites 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, pursuant to said notice, attend at the Court House Door, at Centreville, Maryland, on Monday, November 7th, 1932, at 1:15 P. M., and then and 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 two hundred and twenty-two acres, more or less, located in the Seventh Election District of Queen Anne's County, on the Public Road leading from Church Hill to Millington, 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 One Thousand Dollars (\$1,000.00), 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 OF MORTGAGE, 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.

Seal's
Place.

William H. Schaefer
Notary Public.

THE CENTREVILLE OBSERVER

Centreville, Md., Feb, 21st 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Charles H. Buck, Assn. of Mortgage 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 Maryland, 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 1933

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G. Durney

Final ORDER OF RATIFICATION

Charles H. Buck, ()
Assignee of mortgage)
vs (Cause No. 2884.
Catherine F. Walker and)
W. Irving Walker, her husband.)

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 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 Feb, 25th. 1933

Continued to page 612 .

Cause No 2931.

Queen Anne's County to wit: Be it remembered that heretofore to wit-on the 12th. day of September in the year 1932 Harrison W. Vickers Assignee of Mortgage filed in Court here his order to docket suit, in them words following to wit:-

Harrison W. Vickers, : In The Circuit Court For
Assignee : Queen Anne's County
Vs. : In Equity No.-----
Charles W. Nickerson :
Nellie L. Nickerson :

B. Hackett Turner, Clerk:

Please docket the above entitled case, make certified copy of Mortgage File Bond and enter my appearance for the Complainant.

Harrison W. Vickers
Attorney for the Complainant.

CERTIFIED Copy Of Bond The Original of which was filed on the 12th day of September, in the year 1932.

Queen Anne's County, to wit: Be it remembered that on the twelfth day of September, in the year, 1932, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS; That we, Harrison W. Vickers, as principal and the United States Fidelity and Guaranty 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 full and just sum of One Thousand dollars, 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 9th. day of September, in the year of our Lord nineteen hundred and thirty two.

WHEREAS, the above bounden Harrison W. Vickers by virtue of the power contained in the mortgage from Charles W. Nickerson and Nellie L. Nickerson, his wife, to the Millington Bank of Maryland, of Millington, Maryland, dated 26th. day of October, 1929 and recorded among the land records of Kent County, Maryland, and has been assigned to Harrison W. Vickers, as assignee, and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The condition of the above obligation is such, that if the above bounden Harrison W. Vickers, assignee do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity, in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In yestimony whereof the bounden Harrison W. Vickers has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its agent, attested by its Atty-in-fact, the day and year first herein above written.

Signed, sealed and
delivered in the
presence of:
Enna D. Baxter
Ethel E. Smythe.

Harrison W. Vickers. (SEAL)
United States Fidelity and
Guaranty Company of Baltimore,
Maryland,
By Wm. Belt Townshend.
Atty-in-fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Sept. 12th. 1932.
B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No.1, fol.205 a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's Co. this 12th, day of September, in the year 1932.

Seal's
Place.

B. Hackett Turner
Clerk.

And on the same day last aforesaid and along with certified copy of Bond there was filed the following Certified Copy of Mortgage, to wit:-

#13,933. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 29th. day of November, in the year nineteen hundred and twenty-nine, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this Twenty sixth day of October, in the year nineteen hundred and twenty nine, by Charles W. Nickerson and Nellie L. Nickerson, his wife, of Queen Anne's County, State of Maryland, (but temporarily in Kent County, Kent County, State of Maryland, at the time of the execution of this mortgage):

WHEREAS, the said Charles W. Nickerson is justly indebted unto The Millington Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, in the full sum of FIVE HUNDRED DOLLARS (\$500.00) for money loaned to him by the said body corporate, for which he has passed unto the said body corporate, The Millington Bank of Maryland, his promissory note for the said sum of FIVE HUNDRED DOLLARS (\$500.00), signed by himself and the said Nellie L. Nickerson, bearing even date herewith and payable six months after date to the said body corporate, The Millington Bank of Maryland, at its Banking house in Millington, Kent County, Maryland;

AND WHEREAS, at the time of the making of said loan, it was agreed, as a condition precedent thereto, that this mortgage should be executed to secure and assure the prompt payment of the aforesaid indebtedness and all interest to accrue thereon as evidenced by the said promissory note and any and every renewal and part renewal of the said promissory note, including renewals of renewals, in the whole or in part, that may hereafter be made, so long as the said body corporate may consent to accept renewals or part renewals thereof, until the whole of the aforesaid indebtedness of FIVE HUNDRED DOLLARS (\$500.00), and all interest to accrue thereon is fully paid, provided that the time for repayment of the aforesaid indebtedness of FIVE HUNDRED DOLLARS (\$500.00), and the interest to accrue thereon, shall not extend beyond the Twenty sixth day of October, nineteen hundred and thirty two:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said Charles W. Nickerson and Nellie L. Nickerson, his wife, do hereby grant and convey unto the said body corporate, The Millington Bank of Maryland, its successors and assigns, in fee simple, the following described lot or parcel of land, to wit:

All that lot or parcel of land situate, lying and being in "Sandtown", Queen Anne's County, State of Maryland, and described as follows; that is to say: on the public road leading through said "Sandtown" from Sudlersville to Millington, adjoining the property of James E. Highman, John Biggs, William Taylor and H. H. Stafford, with a frontage on the aforesaid road of One Hundred and Thirty Five (135) feet, more or less, and running back therefrom with an uniform width of One Hundred and Thirty Five (135) feet for a depth of Two Hundred (200) feet, more or less; being the same land which was granted and conveyed unto the said Charles W. Nickerson by Nellie L. Galloway by deed bearing date the twenty second day of November, nineteen hundred and twenty seven, and recorded in Liber B. H. T. No.7, folios 321, etc., 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 any way appertaining.

PROVIDED, that if the said Charles W. Nickerson, his heirs, executors, administrators or assigns,

shall well and truly pay to the said body corporate, The Millington Bank of Maryland, its successors or assigns, the aforesaid sum of FIVE HUNDRED DOLLARS (\$500.00) as evidenced by the aforesaid promissory note when and as the same shall become due and payable as above set forth, and any and every renewal of the said promissory note, including renewals of renewals, in whole or in part that may hereafter be made; when and as the same shall become due and payable, and all interest to accrue thereon, and shall fully pay and discharge the whole of the aforesaid indebtedness of FIVE HUNDRED DOLLARS (\$500.00) and all interest to accrue thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Charles W. Nickerson, his heirs and assigns, shall possess said property.

AND the said Charles W. Nickerson, for himself, his heirs, executors, administrators and assigns, hereby and 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 said body corporate, The Millington Bank of Maryland, its successors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said body corporate, The Millington Bank of Maryland, its successors or assigns, or J. Frank Harper and William R. Horney, of Queen Anne's County, State of Maryland, or either of them, its and their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as 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, the credit payments, if any to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Charles W. Nickerson, or whoever may be entitled to the same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said body corporate, The Millington Bank of Maryland, its successors or assigns, or the said J. Frank Harper and William R. Horney, or either of them, its and their said Attorneys, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Charles W. Nickerson, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hands and seals of the said Mortgagors:

TEST: (as to both parties)

C. M. Melvin Jr.

CHARLES W. NICKERSON (SEAL)

NELLIE L. NICKERSON (SEAL)

STATE OF MARYLAND, }

Kent County, }

To wit:

I HEREBY CERTIFY, that on this Twenty sixth day of October, in the year nineteen hundred and twenty nine, before me, the subscriber, a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Charles W. Nickerson and Nellie L Nickerson, his wife, and each acknowledged the foregoing MORTGAGE to be their respective act.

IN TESTIMONY WHEREOF? I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary Public Seal.

C. M. MELVIN JR. Notary Public.

STATE OF MARYLAND, }

KENT COUNTY, }

TO WIT:

I HEREBY CERTIFY that on this Twenty eight day of October, in the year

nineteen hundred and twenty nine before me, the subscriber, a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared John P. Ahern, President of The Millington Bank of Maryland, a body corporate, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing Mortgage is true and bona fide as therein set forth, and further made oath as aforesaid that he is the duly authorized officer of the said body corporate to make this affidavit.

IN TESTIMONY WHEREOF? I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
Public
Seal.

C. M. MELVIN JR.
Notary Public.

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

The Millington Bank of Maryland hereby assigns this Mortgage to Harrison W. Vickers, for foreclosure and collection.

As witness the seal of the Corporation and the hand of its President this 3rd Sept, 1932.

Merritt Brice (SEAL)

Witness: C. M. Melvin Jr.

Corporate
Seals
Place.

Pres.
Merritt Brice

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the foregoing, is truly taken and copied from Liber B. H. T. No. 10, folios 249, 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 twelfth day of September, in the year nineteen hundred and thirty two.

Seals
Place.

B. Hackett Turner
Clerk.

And afterward, to wit on the Thirteenth day of October in the year nineteen hundred and thirty two there was filed the Report of Sale made by said Harrison W. Vickers assignee in the words following to wit:-

Harrison W. Vickers. Assignee	:	In The Circuit Court for
VS.	:	Queen Anne's County, Md.
Charles W. Nickerson	:	In Equity No.
Nellie L. Nickerson, his wife	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Harrison W. Vickers, Assignee of the Mortgage from Charles W. Nickerson and Nellie L. Nickerson, his wife to The Millington Bank of Maryland, dated the 26th day of October, 1929 and recorded among the Land Records for Queen Anne's County in Liber B. H. T. No. 10, Folio 249 and assigned to Harrison W. Vickers for the purpose of foreclosure and collection on the 3rd day of September, 1932 because of the non-payment of the same when due and non-payment of interest and taxes, and the said Harrison W. Vickers, Assignee of said Mortgage in conformity with the authority and Power of Sale in said Mortgage contained, and after having given Bond with security for the faithful performance of his trust and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer, a newspaper printed and published in Queen Anne's County, Maryland and the Kent News, a newspaper printed and published in Kent County, Maryland, for at least twenty (20) Days before the day of sale, your Assignee did pursuant to said notice, offer in front of the Court House Door in Centreville, Maryland, on Tuesday, October 11, 1932, between the hours of 2:00 P. M. and 2:30 P. M. the said Mortgaged Real Estate at Public Sale and then and there sold the same to The Millington Bank at and for the sum of Four hundred (\$400.00) Dollars, it being the highest bidder therefore and which property is described as follows:

All that property situated in Sandtown in Queen Anne's County on the Public road leading through Sandtown to Millington. The property has a frontage of 135 feet and a depth of 200 feet, more or less. The improvements consist of a two and one-half story dwelling and store, shed used as a garage.

And your Assignee further reports that the said The Millington Bank has made satisfactory arrangements and settlement for said property and he deems tha said

sale to have been fairly made and prays the usual order thereon. No part of the purchase money will be paid to me as the Millington Bank is the Mortgagee.

Respectfully submitted,

Harrison W. Vickers

Assignee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of October, 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 Kent County aforesaid, personally appeared Harrison W. Vickers, Assignee and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Enna D. Baxter

Notary Public.

Seal's Place.

Filed Oct. 13. 1932

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT

ASSIGNEE'S SALE of Valuable R E A L E S T A T E

Under and by virtue of the power and authority contained in a Mortgage from Charles W. Nickerson and Nellie L. Nickerson, his wife to The Millington Bank of Maryland, dated the 26th day of October, 1929 and recorded among the Lend Records for Queen Annes County in Liber B. H. T. No 10, folio 249 said Mortgage being in default it was assigned to Harrison W. Vickers on the 3rd. day of September, 1932 for the purpose of foreclosure and collection and the undersigned, as Assignee, will offer at public sale in front of the Court House Door in Centreville, Queen Annes County, Maryland, on TUESDAY, OCT. 11, 1932 between the hours of 2:00 P. M. and 2.30 P. M. All that property situated in Sandtown in Queen Annes County on the public road leading through Sandtown to Millington. The property has a frontage of 135 feet and a depth of 200 feet. more or less. The improvements consist of a 2 1/2 story dwelling and store, shed used as a garage.

TERMS OF SALE One-third of purchases price cash on day of sale; one-third six months after date and the balance of one-third one year after date All deferred payments to bear interest from day of sale. Possession given upon ratification of sale. Taxes to be adjusted to day of sale.

HARRISON W. VICKERS

Assignee.

H. Stockton Startt, Auct.

THE CENTREVILLE OBSERVER

Centreville, Md January 19 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale of Real Estate in the case of Harrison W. Vickers, Assignee. vs Charles W. Nickerson and Nellie L. Nickerson 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 15th day of Sept. 1932 being more than twenty days before the 11th day of October 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney

N I S I.

Harrison W. Vickers, Assignee,

vs.

Charles W. Nickerson
Nellie L. Nickerson, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 2931

ORDERED, this 13th. day of October, A. D., 1932, that the sale of the real estate made and reported in this cause by Harrison W. Vickers, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st 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 21st. day of November next. THE REPORT states the amount of sales to be \$400.00

B. Hackett Turner Clerk.

Filed Oct. 13th. 1932.

CERTIFICATE OF PUBLICATION ORDER NISI.

NISI. HARRISON W. VICKERS ASSIGNEE. VS. CHARLES W. NICKERSON, NELLIE L NICKERSON, his wife. In The Circuit Court For Queen Anne's County In Equity CHANCERY NO. 2931. ORDERED This 13th day of October, A. D., 1932 that the sale of the real estate made and reported in this cause by Harrison W. Vickers. Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland and once in each of four successive weeks before the 21st day of November next. The Report states the amount of sales to be \$400.00.

B. Hackett Turner, Clerk.

True Copy Test:- B. Hackett Turner, Clerk. Filed- October 13th. 1932.

THE CENTREVILLE OBSERVER

Centreville, Md., January 19 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Harrison W. Vickers Assignee vs. Charles W. Nickerson, Nellie L Nickerson, 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 20th day of October, 1932 being more than four weeks before the 21st day of November 1932.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G. Durney.

STATEMENT OF MORTGAGE INDEBTEDNESS
Filed July 18, 1935.

Harrison W. Vickers, : In the Circuit Court for Queen
Assignee : Anne's County, Md.
VS. :
Charles W. Nickerson :
and wife. : In Equity No. 2931.
:

Charles W. Nickerson and wife

TO Harrison W. Vickers, Assignee DR.

To amount due under Mortgage of
C. W. Nickerson and wife to the Millington
Bank of Millington, Maryland dated the 26th.
day of October, 1929 and recorded among the
Land Records for Queen Anne's County in Liber
B. H. T. No. 7, Folio 321 \$500.00

To amount of interest from July 1, 1932 to
October 11, 1932..... 10.50

To amount of taxes over due..... 24.00

TOTAL AMOUNT..... \$534.50

HARRISON W. VICKERS
Assignee

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th. day of July, in the year one thousand nine hundred and thirty five, before me the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Harrison W. Vickers, Assignee and he acknowledged the foregoing Report of Sale to be true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

ENNA B. LEWIS
Notary Public.

Notary
Public
Seal.

ORDER OF COURT
Filed July 18, 1935.

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 18th day of July 1935, that the sale made and reported by Harrison W. Vickers, Assignee, as aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said Cause, and the Assignee is allowed the commissions provided for in said Mortgage and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOS. J. KEATING

Filed July 18, 1935.



CHANCERY NO. 3005.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-Sixth day of July, in the year nineteen hundred and thirty four, the following Order to Docket Suit was filed for record, to wit:-

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

JOHN E. COVELL and
MARION E. COVELL, his wife,
Mortgagors.

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

Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in the papers of said cause a certified copy of the mortgage from John E. Covell and Marion E. Covell, his wife, to Sterling Foster Price and Virginia Sears Price, infants, dated December 10th, 1931, and of the assignment thereof from Ruth F. Price, Guardian of said infants, (acting under authority conferred upon her by the Orphans' Court of Queen Anne's County), to William R. Horney, dated July 18th, 1934, said mortgage and assignment being recorded in Liber B. H. T. No. 13, folios 593, etc., a land record book for Queen Anne's County, Maryland.

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

And as in duty bound, etc.,

WILLIAM R. HORNEY
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE
Filed July 26, 1934.

.....
#15,289. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the tenth day of December, in the year nineteen hundred and thirty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 10th day of December, in the year nineteen hundred and thirty one, by John E. Covell and Marion E. Covell, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said John E. Covell is justly indebted unto Sterling Foster Price and Virginia Sears Price, of Queen Anne's County aforesaid, infants under the age of twenty one years and eighteen years, respectively, in the full total sum of FIFTEEN HUNDRED (\$1,500.00) DOLLARS in equal proportions, that is to say: is indebted unto each of said infants in the sum of Seven Hundred and Fifty (\$750.00) Dollars, the said sum of Fifteen Hundred (\$1,500.00) Dollars being the money of the said infants this day loaned unto the said John E. Covell by Ruth F. Price, Guardian of said infants, pursuant to an order of the Orphans' Court of Queen Anne's County, passed on the 8th day of December, 1931, which said sum of Fifteen Hundred (\$1,500.00) Dollars is to be paid to the said Sterling Foster Price and Virginia Sears Price, or their legal representatives or assigns, in the respective proportions aforesaid, at the expiration of three years from the date of this mortgage, the payment of said principal sum of Fifteen Hundred (\$1,500.00) Dollars, or any part thereof to be made as aforesaid, and the foreclosure of this mortgage in the event of default, during the infancy of the said Sterling Foster Price and Virginia Sears Price, to be made only upon an order of the Orphans' Court of Queen Anne's County aforesaid being first had and obtained directing the manner of said payment or foreclosure and naming the person or persons to receive the payment of said principal sum of Fifteen Hundred (\$1,500.00) Dollars or any part thereof or to make said foreclosure;

AND WHEREAS, the said John E. Covell has agreed to pay interest on said sum of Fifteen Hundred (\$1,500.00) Dollars from the said date of this mortgage, at the rate of six per centum (6%) per annum, to be paid semi-annually during

the period of time above mentioned and the existance of this mortgage, which said interest, it is hereby agreed and understood, is to be paid unto the said Ruth F. Price, Guardian of said infants, or to her successors as guardian of said infants, or to the assignee of said mortgage in the event it should be assigned;

AND WHEREAS, it was a condition precedent to said loan that this mortgage should be executed to secure the said sum so loaned, and the payment thereof as aforesaid and the interest to accrue and be paid thereon as aforesaid;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said John E. Covell and Marion E. Covell, his wife, do hereby grant and convey unto the said Sterling Foster Price and Virginia Sears Price, their heirs and assigns, in fee simple, as tenants in common, the following described lot or parcel of land, to wit:

ALL that lot or parcel of land situate, lying and being in or near the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, located on and having a frontage of seventy feet on the north side of the new street, (now known as Belvedere Avenue), running from Chesterfield Avenue or Water Street extended towards the south branch of Corsica River, and which said property is bounded on the east by the lands of John A. Trundle, on the north by the lands of (or formerly of) the heirs at law of Cora Troy, on the west by the lands of Annie M. Meredith and on the south by the aforesaid new street, and beginning for the same at a stone planted in the intersection of the lot hereby conveyed and the aforesaid John A. Trundle's Lot, (said stone being in the southwest corner of the said Trundle Lot), and running with the middle of the said new street in a westerly direction seventy feet; thence in a northern direction a distance of three hundred and twenty eight feet to the Troy line; thence with the Troy line in an eastern direction a distance of seventy feet to a stone planted in the northwestern corner of the aforesaid Trundle Lot; and thence by and with the aforesaid Trundle Lot a distance of three hundred and twenty eight feet to the place of beginning, containing twenty two thousand nine hundred and sixty (22,960) square feet of land, more or less; being the same land which was granted and conveyed unto the said John E. Covell and Jennie C. Covell, his then wife, as tenants by the entireties, by Annie M. Meredith and John T. Meredith, her husband, by deed bearing date the fifth day of April, nineteen hundred and twenty two, and recorded in Liber J. F. R. No. 8, folios 448, etc., a land record book for Queen Anne's County aforesaid, the said Jennie C. Covell having departed this life sometime in the month of February, nineteen hundred and twenty eight.

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 John E. Covell, his heirs, executors, administrators or assigns, shall well and truly pay to the said Sterling Foster Price and Virginia Sears Price, or their legal representatives, executors, administrators or assigns, the aforesaid sum of Fifteen Hundred (\$1,500.00) Dollars as hereinbefore set forth, when and as the same shall become due and payable, or after the maturity of the said debt and during the infancy of said infants shall well and truly pay or cause to be paid the said principal sum of Fifteen Hundred (\$1,500.00) Dollars upon and in accordance with an order of the Orphans' Court of Queen Anne's County aforesaid first had and obtained, and shall well and truly pay or cause to be paid the interest to accrue on said principal sum of money as above set forth to Ruth F. Price, Guardian of said infants, or to her successor or successors as said Guardian, or to the assignee of said mortgage in the event it should be assigned, 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 E. Covell, his heirs and assigns, shall possess said property.

AND the said John E. Covell, 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 Ruth F. Price, Guardian as aforesaid of said infants, or her successor or successors as such Guardian, or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss shall be applied to the payment of this mortgage, and to deliver, upon demand, to the said Ruth F. Price, Guardian as aforesaid, or her successor or successors as such, 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 Sterling Foster Price and Virginia Sears Price, their legal representatives, executors, administrators or assigns, or J. FRANK HARPER and WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, or either of them, their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as 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, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said John E. Covell, 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 Sterling Foster Price and Virginia Sears Price, their legal representatives executors, administrators, or assigns, or the said J. FRANK HARPER and WILLIAM R. HORNEY, or either of them, their said Attorneys, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses 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 E. Covell, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hands and seals of the said Mortgagors:

JOHN E. COVELL (SEAL)

MARION E. COVELL (SEAL)

TEST:

HILDA T. SEWARD

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY,

TO WIT:

I HEREBY CERTIFY that on this Tenth day of December, 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 aforesaid, personally appeared John E. Covell and Marion E. Covell, his wife, and each acknowledged the foregoing MORTGAGE to be their respective act.

AND at the same time, also before me, the subscriber, personally appeared Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, infants, and made oath in due form of law that the consideration stated in the foregoing MORTGAGE is true and bona fide as therein set forth; and further made oath as aforesaid that she is the duly appointed and qualified Guardian of said infants, with due authority in law to make the foregoing affidavit as to the consideration stated in the foregoing 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.

HILDA T. SEWARD
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of July, in the year Nineteen Hundred and thirty four, the following Assignment was brought to be recorded, to wit:

FOR VALUE RECEIVED, and pursuant to an order of the Orphans' Court of Queen Anne's County passed on the 8th day of May, 1934, in the matter of the Guardianship estates of Sterling Foster Price and Virginia Sears Price, Infants, I, Ruth F. Price, Guardian of the said Sterling Foster Price and Virginia Sears Price, Infants, do hereby transfer and assign the within and foregoing Mortgage unto William R. Horney for the purpose of collection by foreclosure or otherwise.

WITNESS my hand and seal, this 18th day of July, 1934:

RUTH F. PRICE (SEAL)
Guardian of Sterling Foster
Price and Virginia Sears Price,
Infants.

TEST:

MAUDE MITCHELL

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 13, folios 593, 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 sixth day of July, in the year nineteen hundred and thirty four.

Seal's
Place.

B. HACKETT TURNER Clerk.

CERTIFIED COPY OF BOND
Filed Aug. 20, 1934.

Queen Anne's County, to wit: Be it remembered that on the twentieth day of August, in the year 1934, the following Bond was filed for record, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars (\$3,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bond 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 20th. day of August, in the year nineteen hundred and thirty four;

WHEREAS, a certain mortgage John E. Covell and Marion E. Covell, his wife, to Sterling Foster Price and Virginia Sears Price, infants, bearing date the 10th. day of December, 1931, and recorded in Liber B. H. T. No. 3, folios 593, etc. a land record book for Queen Anne's County aforesaid, was by Ruth R. Price, Guardian of said infants, (acting under authority conferred upon her by the Orphan's Court of Queen Anne's County), duly assigned to the said William R. Horney, by assignment bearing date the 18th. day of July, 1934, and recorded among said land records at the foot of said mortgage:-

AND WHEREAS, the above bounden William R. Horney, as 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 sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the interest covenanted to be paid upon the principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof;

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

Signed, sealed and delivered
in the presence of:

Hilda T. Seward.

William R. Horney. (SEAL)
United States Fidelity and
Guaranty Company,

Attest: Hilda T. Seward.

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

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

Security approved and Bond filed Aug. 20th. 1934.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, folio 281, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's Co. this 20th. day of Aug. in the year 1934.

Seal's
Place.

B. HACKETT TURNER Clerk

REPORT OF SALE
Filed Aug. 28, 1934.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

JOHN E. COVELL and
MARION E. COVELL, his wife,
Mortgagors.

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

Cause No. 3005.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That default was made by the mortgagors by reason of the non-payment of the interest covenanted to be paid upon the principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from John E. Covell and Marion E. Covell, his wife, to Sterling Foster Price and Virginia Sears Price, infants, bearing date the 10th day of December, 1931, and recorded in Liber B. H. T. No. 13, folios 593, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by Ruth F. Price, Guardian of said infants, (acting under authority conferred upon her by the Orphans' Court of Queen Anne's County), duly assigned to the said William R. Horney, by assignment bearing date the 18th day of July, 1934, 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 hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said William R. Horney, Assignee of Mortgage, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the 28th day of August, 1934, beginning 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 and conveyed by said mortgage, that is to say: he then and there offered at public sale to the highest bidder, the property conveyed by said mortgage, consisting of the following described real estate, to wit: ALL that lot or parcel of land situate, lying and being in or near the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, located on and having a frontage of 70 feet on the north side of the new street, (now known as Belvedere Avenue), running from Chesterfield Avenue or Water Street extended towards the south branch of Corsica River, and which said property is bounded on the east by the lands of John A. Trundle, on the north by the lands of (or formerly of) the heirs at law of Cora Troy, on the west by the lands of Annie M. Meredith and on the south by the aforesaid new street, containing 22,960 square feet of land, more or less, and sold the same to William R. Horney, Robert E. C. Lowe and David D. Taylor, of Queen Anne's County aforesaid, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland, at and for the sum of Two Thousand and Fifty Dollars (\$2,050.00), they 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 receive the rents derived from said property on and after the 1st day of September, 1934; that possession would be given, subject to the rights of the present tenant, immediately upon compliance with the terms of sale; that the taxes for the year 1934 would be payable by the purchaser, all taxes due and in arrears to be paid by the Assignee; that the fire insurance on the dwelling 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. Horney, Robert E. C. Lowe and David D. Taylor, Trustees as aforesaid, have paid the full purchase money in cash.

Respectfully submitted,

WM. R. HORNEY
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 28th day of August, in the year nineteen hundred and thirty four, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

Filed Aug. 28th, 1934.

B. HACKETT TURNER
Clerk.

EXHIBIT A
CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Aug. 28, 1934.

ASSIGNEE'S SALE OF
a. Valuable
D W E L L I N G

Default having occurred in the terms of the mortgage from John E. Covell and Marion E. Covell, his wife, to Sterling Foster Price and Virginia Sears Price, infants, dated December 10th, 1931, and recorded in Liber B. H. T. No. 13, folios 593, etc., a land record book for Queen Anne's County, Maryland, the undersigned assignee, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, AUG. 28, 1934, 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 situate, lying and being in or near the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, located on and having a frontage of 70 feet on the north side of the new street, (now known as Belvedere Avenue), running from Chesterfield Avenue or Water Street extended towards the south branch of Corsica River, and which said property is bounded on the east by the lands of John A. Trundle, on the north by the lands of (or formerly of) the heirs at law of Cora Troy, on the west by the lands of Annie M. Meredith and on the south by the aforesaid new street, containing 22,960 square feet of land, more or less.

The improvements consist of a modern two-story bungalow in good condition.

TERMS OF SALE: 1/3 of the purchase price will be required on day of sale and the balance in two equal installments, payable, respectively, in 6 and 12 months from day of sale, or all cash, at option of purchaser, credit payments, if any, to bear interest from day of sale and must be secured to the satisfaction of the undersigned.

Further particular on day of sale.

WILLIAM R. HORNEY,
Assignee of Mortgage.
HARPER & HORNEY, Attorneys,
J. ELMER ANTHONY Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md. Aug. 28, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assn. vs. John E. Covell and Marion E. Covell 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 2d. day of August, 1934, being more than twenty days before the 28th day of August 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

"EXHIBIT A".

By BERTHA G. DURNEY

N I S I

William R. Horney,
Assignee of Mortgage.

VS.

John E. Covell and
Marion E. Covell, his wife,
Mortgagors.

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

) CHANCERY No. 3005.

ORDERED, This 28th. day of August, A. D., 1934, that the sale of 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 31st. 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 first day of October next.

The Report states the amount of sales to be \$2,050.00.

Filed Aug. 28th. 1934.

B. HACKETT TURNER Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Oct. 2nd. 1934.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

JOHN E. COVELL and
MARION E. COVELL; his wife,
Mortgagors.

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

Cause No. 3005.

STATEMENT OF MORTGAGE DEBT.

Statement of mortgage debt owing as of the day of sale under the mortgage from John E. Covell and Marion E. Covell, his wife, to Sterling Foster Price and Virginia Sears Price, Infants, bearing date the 10th day of December, 1931, and recorded in Liber B. H. T. No. 13, folios 593, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned by Ruth F. Price, Guardian of said Infants, (acting under authority conferred upon her by the Orphans' Court of Queen Anne's County), unto the said William R. Horney by assignments bearing date the 18th day of July, 1934, and recorded at the foot of said mortgage:

Amount of the principal mortgage debt as evidenced
by the original mortgage attached hereto, to wit:-----\$1,500.00

Amount of interest on said mortgage debt from Sept-
ember 10th, 1933, (the date to which it was last paid), to the 28th
day of August, 1934, (the date of the sale of the real estate made
and reported in this cause),----- 87.00

Total amount of mortgage debt owing as of the day of
sale, the said 28th day of August, 1934,-----\$1,587.00

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

I HEREBY CERTIFY that on this 2nd. day of October, in the year 1934, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

B. HACKETT TURNER
Clerk.

Filed Oct. 2nd. 1934.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Nov. 1, 1934.

N I S I

William R. Horney, Assignee of
Mortgage

VS.

John E. Covell and Marion E. Covell,
his wife, Mortgagors.

In The Circuit Court For Queen Anne's County in Equity Chancery No. 3005.

ORDERED, This 28th day of August, A. D., 1934, that the sale of 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 31st 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 first day of October next.

The Report states the amount of sales to be 2,050.00.

B. HACKETT TURNER, Clerk.

True Copy-

Test: B. HACKETT TURNER, Clerk.

Filed-August 28th, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md. November 1, 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certified that the Order Nisi in the case of William R. Horney, Assn. of Mortgage, vs. John E. Covell and Marion E. Covell, 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 30 day of August, 1934, being more than four weeks before the first day of October, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Nov. 1, 1934.

CERTIFIED COPY OF PETITION
FILED Nov. 5, 1934.

IN RE GUARDIANSHIP OF
STERLING FOSTER PRICE AND
VIRGINIA SEARS PRICE, INFANTS.

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

No. 418G

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, Infants, respectfully shows:

1. That among the assets of this estate there is a mortgage from John E. Covell and Marion E. Covell, his wife, to Sterling Foster Price and Virginia Sears Price, for the sum of Fifteen Hundred Dollars (\$1500.00), dated December 10th, 1931, and recorded in Liber B. H. T. No. 13, folios 593, etc., a land record book for Queen Anne's County, Maryland.

2. That while the principal mortgage debt is not overdue, the interest due on said principal mortgage debt on the 10th day of December, 1933, and the 10th day of March, 1934, has not been paid; that although payment has been demanded of said past due interest due thereon, the same has not been paid; and that the present owner of said property has notified your Petitioner of her desire to have said mortgage foreclosed.

3. That by the terms of said mortgage it is provided that the payment of said principal mortgage debt or any part thereof or the foreclosure of this mortgage in the event of default, during the infancy of the said Sterling Foster Price and Virginia Sears Price, shall be made only upon an order of this Court being first had and obtained directing the manner of said payment of foreclosure and naming the person or persons to receive the payment of said principal mortgage debt or any part thereof or to make said foreclosure.

4. That in the opinion of your Petitioner it will be to the interest and advantages of said Infants to foreclose said mortgage without further delay in view of the fact that the present owner has refused to pay the interest due thereon and has requested your Petitioner to commence a foreclosure proceeding.

Your Petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering her to transfer and assign said mortgage to William R. Horney, her attorney, for the purpose of collection by foreclosure or otherwise.

And as in duty bound, etc.,

Ruth F. Price
Guardian (Petitioner)

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 8th day of May, 1934, by the Orphans' Court of Queen Anne's County, and by the authority of said Court, that Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, be and she is hereby authorized, directed and empowered to transfer and assign the mortgage mentioned and described in the said Petition to William R. Horney for the purpose of collection by foreclosure or otherwise. And it is further ordered that the said Ruth F. Price, Guardian as aforesaid, be and she is hereby authorized, directed and empowered to purchase in the name of said infants the property conveyed by said mortgage in the event no adequate bid is received therefor at the sale thereof. And it is further ordered that the said Ruth F. Price, Guardian as aforesaid, report of this Court her proceedings under this order.

Henry C. Bowen
W. Hopper Gibson
Clayton T. Cann
Judges of the Orphans' Court of Queen
Anne's Co.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Petition and Order in Guardianship of Sterling Foster Price and Virginia Sears Price as filed and passed in this office on Nov. 7, 1934 and recorded in Liber _____ No. _____ Folio. _____ 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 7th day of November 1934.

Seal's
Place.

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

ORDER OF COURT
Filed Nov. 5, 1934.

ORDER OF COURT
Filed Nov. 5, 1934.

FINAL ORDER OF RATIFICATION

ORDERED, this fifth day of November, in the year nineteen hundred and thirty four, 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 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 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 allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOMAS J. KEATING

Filed Nov. 5th, 1934.

REPORT AND ACCOUNT OF THE
AUDITOR.
Filed November 23, 1934.

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

William R. Horney,
assignee of mortgage,

vs.

John E. Covell,
Marion E. Covell,
his wife.

Cause No. 3005.

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 a sale of the mortgaged property under a mortgage given by the above named defendants, and that the proceeds of the sale of this cause are more than sufficient to pay the mortgage debt by the sum of \$2.79.

The auditor has stated the within account by first charging William R. Horney as the vendor making the sale of the cause with the amount of the gross sale then allowing thereout as follows:
 Unto the said vendor his commissions for making the sale according to the terms of the mortgage, the court costs of the cause, cost of his corporate bond and the charges of his auctioneer for crying the sale made, the cost of advertising the sale and the several orders nisi of the cause, cost of certain fire insurance affected, water rent for year 1933-34 due to the Town Commissioner of Centreville, town taxes for 1934 due Town Commissioner of Centreville to be paid per terms of the sale, and state and county taxes unpaid and in arrears at the time of the sale for years 1931, 1932 and 1933 and the fee of the auditor.
 Unto J. E. Covell, the mortgagor owner, \$2.79 above mentioned,
 Unto William R. Horney as assignee of mortgage the amount of the mortgage debt due him on the day of the sale per terms or statement filed as statement of mortgage debt.

Which is respectfully submitted.

MADISON BROWN
Auditor.

November 23, 1934.

Cause No. 3005.

The proceeds of the sale of the mortgaged real estate of John E. Covell, the mortgagor making the mortgage under which the sale of this cause was made, in account with William R. Horney, assignee of said mortgage and vendor thereunder of the sale of this cause.

1934	CR.	
Aug.		
28.	By amount of the gross sale of the mortgaged real estate mentioned above per report of sale filed, to wit:	\$2,050.00
1934	DR.	
Aug.		
28	To William R. Horney as vendor of the sale of this cause for his commissions for making the sale per terms of the mortgage, the sum of	\$124.75
	To do., for the Court costs of this cause as follows per statement of Clerk, to wit:	
	Cost of B. H. Turner, clerk	\$18.75
	Appear. fee of Harper & Horney	10.00
		28.75
	To do., for the cost of his bond with corporate surety thereon filed in this cause, the sum of	16.00
	To do., for the charges of J. E. Anthony for crying the sale of this cause, the sum of	10.00
	To do., for the cost of advertising in The Centreville Observer notice of sale	\$12.75
	order nisi on the sale	3.75
	audit nisi on the sale	2.50
	a total of per bill exhibited	\$19.00
		19.00
	To do., for the cost of certain fire insurance adjusted as of day of sale per L.H. Meredith, agent, . . . . .	.75
	To do., for the amount due the Town Commissioners of Centreville	
	for the water rent 1933.34	\$44.70
	for twon taxes for 1934	32.60
	a total of	\$77.30
		77.30
	To do., for the amount to be paid Anna Q. Skinner, treasurer, for state and county taxes on the mortgaged property due and in arrear at the time of the sale for year 1931	\$66.90
	for year 1932	64.98
	for year 1933	42.78
	per statements exhibited a total of	\$174.66
		174.66
	To Madison Brown, auditor, for stating this account, the sum of	9.00
		<u>\$460.21</u>

To William R. Horney as the assignee of said mortgage in full payment of the mortgage debt due him under said mortgage on the day of sale of this cause per mortgage statement filed, the sum of 1,587.00

To John E. Covell, mortgagor, this balance of 2.79

\$2,050.00 \$2,050.00

November 23, 1934.

Filed November 23, 1934.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

William R. Horney Assignee of mortgage VS. John E. Covell, Marion E. Covell his wife.)))))	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE NO. 3005.
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ORDERED, this 23rd day of November in the year nineteen hundred and 34 that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st day of December 1934; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of December 1934 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk.

Filed November 23rd, 1934.

CERTIFICATE OF PUBLICATION OF NISI
RATIFICATION OF AUDIT
Filed Dec. 24, 1934.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY,
 Assignee of mortgage
 VS.
 JOHN E. COVELL
 MARION E. COVELL, his wife

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3005.

ORDERED, This 23rd day of November in the year nineteen hundred and thirty-four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st day of December 1934; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of December 1934 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk
 True copy Test:
 B. HACKETT TURNER, Clerk,
 Filed November 23rd, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md., December 22, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assn. vs. John E. Covell, Marion E. Covell, his wife a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 29th day of November, 1934, being more than two weeks before the 14th day of December 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.
 By Bertha G. Durney

ORDER OF COURT
Filed Jan. 11, 1935.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

JOHN E. COVELL, and
MARION E. COVELL, his wife,
Mortgagors.

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

Cause No. 3005.

FINAL RATIFICATION OF AUDIT

ORDERED, this ten day of January, in the year nineteen hundred and thirty-five, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

THOS. J. KEATING

Filed Jan. 11th, 1935.

CAUSE NO. 2997

Queen Anne's County to wit: Be it remembered that on the 29th. day of May in the year 1934 Thomas J. Keating Assignee of Mortgage filed in Court here his order to docket suit in the words following to wit:-

THOMAS J. KEATING, JR.,
ASSIGNEE,

VS.

SARAH R. CLOUGH,
MORTGAGOR.

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

To - B. Hackett Turner, Clerk:

You will docket suit as per the above titling for foreclosure of the mortgage from Sarah R. Clough to Ella F. Bordley and Madison B. Bordley, Executors and Trustees under the last will and testament of James Bordley, deceased, dated August 29th., 1916, and recorded in Liber W. F. W. No 9folios 247 &c., a land record book for Queen Anne's County, and file in said cause a certified copy of said mortgage and enter my appearance for the Assignee.

Thos. J Keating Jr.
ASSIGNEE.

AND on the same day last aforesaid and along with said order to docket suit there was filed the following Certified Copy of Mortgage, to wit:

#5501. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the thirty first day of August in the year nineteen hundred and sixteen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, Made this twenty ninth day of August, in the year nineteen hundred and sixteen by Sarah R. Clough of Queen Anne's County, in the State of Maryland. WHEREAS, Ella F. Bordley and Madison B. Bordley, Executors and Trustees under the last will and testament of James Bordley, late of Queen Anne's County aforesaid, deceased, have loaned unto the said Sarah R. Clough the full sum of Five Thousand Dollars, which said sum of Five Thousand Dollars (\$5,000.00) has been applied by the said Sarah R. Clough to the payment of the balance of purchase money for the real estate hereinafter described;

AND WHEREAS, the said Sarah R. Clough has agreed, and does hereby agree, to repay unto the said Ella F. Bordley and Madison B. Bordley, Executors and Trustees as aforesaid, their successors and assigns, said sum of Five Thousand Dollars (\$5,000.00) at the expiration of three (3) years from the date hereof and to pay the interest thereon semi-annually in the meantime from the date hereof at the rate of five per cent per annum, and as a condition precedent to the making of said loan it was agreed to execute these presents to secure the payment thereof,

NOW, THEREFORE, THIS MORTGAGE WITNESSETH That, in consideration of the premises and of the sum of One Dollar (\$1.00), the said Sarah R. Clough does hereby grant and convey unto the said Ella F. Bordley and Madison B. Bordley, Executors and Trustees as aforesaid, their successors and assigns, in fee simple, the following real estate to wit:-

All that tract of land or farm being a part of a tract of land known as the "Wescott Farm" and being also a part of the farm on which John W. Clough resided at the time of his death, whereon the buildings are now located, situate in the Secone Election District of Queen Anne's County, Maryland, on the left or north side of the State road running from Church Hill to Ingleside, adjoining the "Valliant Farm" lately purchased by Wm. C. Smith, the lands of Lillian R. Goldsborough, the "Newton Farm", the "Brown-Baxter Farm" and that part of the farm whereon John W. Clough resided at the time of his death lately purchased by Enoch G. Coppage, containing one hundred and seventy three acres and twenty seven one-hundredths of an acre of land, more or less, fully described by metes and bounds, courses and distances in the deed to the said Sarah R. Clough from Thomas J. Keating, Executor of John W. Clough, deceased, bearing even date herewith and intended to be recorded among the land record books for Queen Anne's County immediately preceeding the recording of this mortgage and to which said deed reference is hereby especially made.

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

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

PROVIDED, that if the said Sarah R. Clough shall pay or cause to be paid to the said Ella F. Bordley and Madison B. Bordley, Executors and Trustees as aforesaid, their successors and assigns, the said sum of Five Thousand Dollars (\$5,000.00) when and as the same shall become due and payable as aforesaid and the interest to accrue thereon, 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 Sarah R. Clough, her heirs and assigns shall possess said property.

And the said Sarah R. Clough, 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 insurable value of such improvements in some Company or Companies approved by the said Ella F. Bordley and Madison B. Bordley, Executors and Trustees as aforesaid, their successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, their 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 Ella F. Bordley and Madison B. Bordley, Executors and Trustees as aforesaid, their executors, administrators or assigns, or THOMAS J. KEATING their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of 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 be an 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 Sarah R. Clough or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Ella F. Bordley and Madison B. Bordley, Executors and Trustees, their 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 Sarah R. Clough for herself and for her heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hand and seal of the Grantor the day and year first above written.

SARAH R. CLOUGH (SEAL)

TEST:- J. McK. Tilghman

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

I HEREBY CERTIFY That, on this 29th day of August, 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 Sarah R. Clough, the mortgagor above named, and acknowledged the foregoing mortgage to be her act and deed.

AND at the same time before me also personally appeared Madison B. Bordley, one of the Executors and Trustees of the last will and testament of James Bordley, deceased, and one of the mortgagees aforesaid, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

J. McK. Tilghman
JUSTICE OF THE PEACE.

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

October 4th, 1919, For value received I hereby assign and transfer unto M. Worthington Bordley the within and foregoing mortgage.

As witness my hand and seal the day and year above written.

MADISON B. BORDLEY (SEAL)
Surviving Executor and Trustee of Jas. Bordley.

Test: Edward A. Perkins

Queen Anne's County, to wit: Be it remembered that on the 18th day of November in the year 1919, the following Assignments were brought to be recorded, to wit:

October 24th, 1919, for value received I hereby assign and transfer unto Katherine L. Bordley, the within and foregoing mortgage, as Witness my hand and seal the day and year above written.

M. W. BORDLEY (SEAL)

Test: Spencer Wright

October 24th, 1919, for value received I hereby assign and transfer unto The Centreville National Bank of Maryland the within and foregoing mortgage, as witness my hand and seal the day and year above written.

KATHERINE L. BORDLEY (SEAL)

Test: Spencer Wright

Credit the within mortgage by payment of the sum of Twenty Five Hundred Dollars on account of the principal mortgage debt, leaving a balance due of the sum of Twenty Five Hundred Dollars with interest from Feb. 29, 1920.

KATHERINE L. BORDLEY

J. F. Rolph Cashier

Queen Anne's County, to wit: Be it remembered that on the twenty ninth day of May in the year 1934, the following Assignment was brought to be recorded, to wit:

The within and foregoing mortgage is hereby transferred and assigned unto Thomas J. Keating, Jr. Attorney, for the purpose of collection by foreclosure or otherwise.

THE CENTREVILLE NATIONAL BANK OF
MARYLAND, a body corporate.

Attest:

W. Ray Tabler
Cashier.

By WM. R. WILSON
President.

Seal's
Place.

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

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 9, folios 247, 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 ninth day of May, in the year nineteen hundred and thirty four.

Seal's
Place.

B. Hackett Turner Clerk.

CERTIFIED copy of Bond, the original of which was filed on the 25th. day of June 1934.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty fifth day of June, in the year 1934, 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, in the 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 Five thousand dollars (\$5,000.00) 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 hereby bind ourselves, our anc each of our heirs, executors, administrators and successors, in the whole and for the whole, firmly by these presents, sealed with our seals and dated this 24th, day of June, in the year nineteen hundred and thirty four.

whereas, the said Thomas J. Keating, by virtue and in execution of the power of sale contained in a certain mortgage from Sarah R. Clough to Ella F. Bordley and Madison B. Bordley, executors and trustees, dated August twenty ninth, nineteen hundred and sixteen, and recorded in Liber W. F. W. No. 9, folio 247 e&c. a land record book for Queen Anne's County, and by mesne assignments assigned unto the said Thomas J. Keating, Jr. for foreclosure and collection, is about to make sale of the mortgaged premises, default having occurred in the covenants, conditions in said mortgage, and has docketed suit in the Circuit Court For Queen Anne's County, in Equity, all of which will more fully appear by reference to the proceedings in said Court entitled "Thomas J. Keating, Jr. Assignee, Vs. Sarah R. Clough, mortgagor" No. 2997 on the Chancery docket of said Court.

NOW THE CONDITION OF THE OBLIGATION IS SUCH that if the above downden Thomas J. eating, 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 said mortgaged premises or the proceeds thereof, 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:
Althea M. Brooks.

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

Seal's
Place,

Clerk's Note:

At the bottom of the foregoing Bond, and attached thereto, was a Power of Attorney authorizing E. V. Shackley to act as attorney in fact for the Fidelity and Deposit Company of Maryland.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed June 25th, 1934.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H. T. No. 1, Fol. 274 a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 25th. day of June, in the year 1934.

Seal's
Place.

B. Hackett Turner Clerk.

And afterwards to wit on the 26th. day of June in the year 1934, there was filed the report of Sale made by Thomas J. Keating, Assignee in the words following to wit:-

THOMAS J. KEATING, JR.,

ASSIGNEE,

VS.

SARAH R. CLOUGH,

MORTGAGOR.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

REPORT OF SALE.

To the Honorable, the Judges of said Court:

Report of sale of the real estate made in this cause by Thomas J. Keating, Jr., Assignee, respectfully shows:

That default having occurred in the terms of the mortgage from Sarah R. Clough to Ella F. Bordley and Madison B. Bordley, Executors and Trustees under the last will and testament of James Bordley, deceased, dated August 29th., 1916 and recorded in Liber W. F. W. No. 9 folio 247 & c., a land record book for Queen Anne's County, and by mesne assignments assigned unto the said Thomas J. Keating, Jr., for purpose of foreclosure and collection, the said Thomas J. Keating, Jr., did docket suit in the Circuit Court for Queen Anne's County, in Equity, and direct a certified copy of said mortgage and assignments to be filed in said cause, and did thereupon advertise the real estate described in said mortgage for public sale in accordance with the attached certificate of the advertisement thereof, and did file in the aforesaid cause a bond with surety duly approved by the Clerk of this Court in the penalty of five thousand dollars, (\$5,000.00). The assignee did thereupon attend in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 26th., 1934, between the hours of 1 and 2 o'clock, p.m., and did then and there offer and expose the aforesaid real estate at public sale to the highest bidder, after reading the advertisement, and making announcement of additional terms of sale to the effect that the wheat crop for the year nineteen hundred and thirty-four, now being harvested on said farm, would not pass to the purchaser, but that the corn and tomato crops for the year nineteen hundred and thirty-four, would pass to the purchaser, ^{AND THE PURCHASER} was to pay the taxes for for the year nineteen hundred and thirty-four, and to be entitled to possession of the property upon compliance with the terms of sale; and your Assignee did thereupon sell the aforesaid real estate, being the real estate described in and conveyed by the aforesaid mortgage known as "The Sarah R. Clough Farm", and more particularly described in the advertisement, unto Rose B. Clough, she being then and there the highest bidder therefor, at and for the sum of four thousand, nine hundred and seventy-five dollars, (\$4,975.00).

Your Assignee further reports that the purchaser has not paid any part of the purchase price, but procuring a Federal Farm loan sufficient to pay for the farm in cash, and will pay the same in cash upon the ratification of the sale by this Honorable Court.

Respectfully submitted.

Thos J. Keating Jr.
ASSIGNEE.

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

I hereby certify that on this 26th. day of June, in the year nineteen hundred and thirty-four, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, in the State of Maryland, personally appeared Thomas J. Keating, Jr., Assignee, and did make oath in due form of law that the matters and facts stated in the within and aforegoing Report of Sale are 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 June 26, 1934.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT

ASSIGNEE'S SALE of valuable F A R M Under and By Virtue of the power of sale contained in a mortgage from Sarah R. Clough to Ella F. Bordley and Madison B. Bordley, executors and Trustees under the last will and testament of James Bordley, deceased, dated August 29th, 1916, and recorded in Liber W. F. W. No. 9 folios 247 & c., a land record book for Queen Anne's County, and by mesne assignments assigned unto Thomas J. Keating, Jr., for purpose of foreclosure and collection, the undersigned Assignee will offer and expose at public sale to the highest bidder in front of the Court house door in the Town of Centreville, Queen Anne's County, Maryland, on TUESDAY, JUNE 26th., 1934 between the hours of 1 and 2 o'clock, P. M. all the following described real estate conveyed by said mortgage, to wit;

All that tract of land or farm being a part of a tract of land known as the "Wescott Farm" and being also a part of the farm on which John W. Clough resided at the time of his death, whereon the buildings are now located, situate in the Second Election District of Queen Anne's County, Maryland, on the left or north side of the State road running from Church Hill to Ingleside, adjoining the "Valliant Farm" lately purchased by William C. Smith, the lands of Lillian R. Goldsborough, the "Newton Farm", the

"Brown- Baxter Farm" and that part of the farm whereon John W. Clough resided at the time of his death lately purchased by Enoch G. Coppage, containing. 173 ACRES AND 27/100 of an Acre of Land, more or less, fully described by metes and bounds, courses and distances in the deed to the said Sarah R. Clough from Thomas J. Keating, Executor of John W. Clough, deceased.

THIS farm is nicely located and is improved by frame dwelling, stables, barns, etc.

TERMS OF SALE: ONE*THIRD OF THE PURCHASE MONEY WILL BE REQUIRED IN CASH ON the day of sale and the balance thereof in two equal installments payable respectively six months and twelve months from the day of sale with interest, such deferred payments to be secured by the note or notes of the purchaser, secured to the satisfaction of the Assignee, or all cash at the option of the purchaser. Title papers and revenue stamps at the purchaser's expense. Other terms to be announced at the time of sale.

J. Elmer Anthony Auctioneer

THOMAS J. KEATING, JR.,
ASSIGNEE.

THE CENTREVILLE OBSERVER

Centreville, Md., June 26 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Thomas J. Keating Jr. Assn. vs. Sarah R. Clough a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 31st day of May, 1934, being more than 20 days before the 26th day of June 1934

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed June 26.1934.

By Bertha G. Durney

N I S I

Thomas J. Keating, Jr.	)	IN THE CIRCUIT COURT
Assignee)	
vs.	)	FOR QUEEN ANNE'S COUNTY
	)	IN EQUITY.
Sarah R. Clough,)	
Mortgagor	)	CHANCERY NO. <u>2997</u>

ORDERED, This 26th. day of June, A. D., 1934, 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 29th. 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 30th day of July next. The Report states the amount of sales to be \$4,975.00

B. Hackett Turner Clerk.

Filed June 26, 1934.

Certificate of Publication of order Of Nisi.

NISI In The Circuit Court For Queen Anne's County in Equity. Thomas J. Keating, Jr., Assignee Vs. Sarah R. Clough, Mortgagor Chancery No. 2997 ORDERED, This 26th day of June, A. D., 1934, 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 29th day of August next; provided a copy of this order be insertes in some newspaper ptinted and published in Queen Annes County, Maryland, once in each of four successive weeks before the 30th day of july, next. The Report states the amount of sales to be \$4,975.00.

B.Hackett Turner, Clerk.

True Copy Test:-

B. Hackett Turner Clerk

Filed-- June 26, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md., Aug 31 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Thomas J. Keating Jr. Assn vs. Sarah R. Clough, Mtgr., a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 28th day of June, 1934, being more than four weeks before the 30th day of July 1934.

THE CENTREVILLE OBSERVER CO.

Filed Aug 31, 1934

By Bertha G. Durney

STATEMENT OF MORTGAGE DEBT.

THOMAS J. KEATING, ASSIGNEE : IN THE CIRCUIT COURT FOR
 VS. : QUEEN ANNE'S COUNTY
 SARAH R. CLOUGH, MORTGAGOR. ; IN EQUITY.
 :

STATEMENT OF MORTGAGE DEBT.

Unpaid balance of principle mortgage
 debt represented by mortgage from
 Sarah R. Clough to Ella F. Bordley,
 executors and trustees, dated August 29, 1916,
 recorded in Liber W. F. W. #9, folio
 247, etc. (and assigned unto the
 Centreville National Bank of Maryland) ----- \$ 2500.00
 Interest thereon from February 28,
 1933 to June, 26, 1934 ----- 201.63
 Insurance premium paid by mortgagee
 to McKenney & Price on January 30,
 1934, for benefit of mortgagor----- 46.30
 TOTAL----- \$ 2747.93

Attorney's commissions for collection
 of the aforesaid debt at 5% thereof ----- 137.39
 TOTAL MORTGAGE DEBT ----- \$ 2885.32

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

This is to certify that on this 10th day of August 1934, before me the subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared W Ray Tab;er, cashier of the Centreville National Bank of Maryland, Mortgagee; and did make oath in due form of law that the foregoing is true and bona fide statement of mortgage debt and that no part of the same has been paid; and he did further make oath that as such cashier he is duly authorized agent of the Centreville National Bank of Maryland to make this affidavit.

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

SEAL'S
 PLACE.

W. L. Holton Jr.
 NOTARY PUBLIC.

Filed Aug 13, 1934.

PETITION IN THE NATURE OF CREDITOR'S BILL WITH EXHIBITS 1, 2, & 3.

THOMAS J. KEATING, ASSIGNEE : IN THE CIRCUIT COURT FOR
 VS. : QUEEN ANNE'S COUNTY?
 SARAH R. CLOUGH, MORTGAGOR : IN EQUITY.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The petition of E. Stavens Valliant, trading as E. S. Valliant and Son, who sues for himself as well as all other creditors of Sarah R. Clough, late of Queen Anne's County, deceased, who will come in and contribute to the expenses of this suit, respectfully shows unto your Honors:

1- That the said Sarah R. Clough, who departed this life on December 31, 1932, was, in her lifetime, seized and possessed, among other real estate, of the farm or tract of land which has been sold under the mortgage foreclosure proceedings in this cause.

2- That letters testamentary were granted on the personal estate of the said Sarah R. Clough unto Lemuel R. Clough and Rose B. Clough, who took possession of all of said personal estate, administered the same under the direction of the Orphans' Court of Queen Anne's County, and filed in said Court their First and Preference Administration Account, a certified copy of which is filed herewith as a part hereof and is marked "Creditors' Exhibit #1."

3- That the said Sarah R. Clough at the time of her death was indebted unto your petitioner in the sum of \$300.00 with interest from November 1, 1932, upon a promissory note bearing date the First day of November 1932, signed by said Sarah R. Clough, which said promissory note was filed as a claim against the personal estate of the said Sarah R. Clough, deceased, and which said claim has not been paid, as will appear by reference to the Administration Account aforesaid; a copy of said promissory note is filed herewith as a part hereof and is marked "Creditors' Exhibit #2" and the original will be produced at the hearing.

4- That your petitioner is advised that there is no further personal estate out of which he and the other creditors of the said Sarah R. Clough, deceased, might expect their claims to be paid.

5- That, as will appear by reference to the Report of Sale heretofore filed herein and the statement of the mortgage debt also filed herein, the proceeds of sale will be more than sufficient to pay the mortgage debt.

6- That the said Sarah R. Clough departed this life testate as aforesaid and by her said will she did name Rose B. Clough and Lemuel R. Clough as the Devisees of her real estate, the farm which was sold in these mortgage foreclosure proceedings being a part of the residue of the estate of the said Sarah R. Clough, a certified copy of said will a being filed herewith marked "Creditors' Exhibit #3."

7- That the said Rose B. Clough reside in Queen Anne's County and is an adult and the said Lemuel R. Clough resides in Caroline County, Maryland, and is an adult.

8- That your petitioner is advised that he, as well as the other creditors of the said Sarah R. Clough, deceased, are entitled to have the surplus proceeds of sale, arising from the sale of said real estate sold in this cause, or so much thereof as may be necessary therefor, applied to the payment of their said claims.

To the end therefore

1- That the surplus proceeds arising from the sale of said real estate, or so much thereof as may be necessary for the purpose, may be decreed to be applied to the payment of your petitioner's claim;

2- That

And that your petitioner may have such other and further relief as his case may require;

May it please your Honors to grant unto your petitioner the writ of subpoena against the said Rose B. Clough, directed to the Sheriff of Queen Anne's County, and against the said Lemuel R. Clough, directed to the Sheriff of Caroline County, commanding them to be and appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not be passed as prayed.

And as in duty bound, etc.

H. B. W. Mitchell
SOLICITOR FOR PETITIONER.

E. Stephens Valliant
TRADING AS E. S. VALLIANT & SONS,
PETITIONER.

Filed Aug 28, 1934

THE Following Exhibit #1 filed with the creditors' bill to wit:

IN THE MATTER OF THE ESTATE	:	IN THE ORPHANS' COURT
OF	:	OF
SARAH R. CLOUGH? DECEASED.	:	QUEEN ANNE'S COUNTY.

FIRST AND PREFERENCE ADMINISTRATION ACCOUNT.

The first and preference administration account of Lemuel R. Clough and Rose B. Clough, executors of the will of Sarah R. Clough, deceased, respectfully shows:

1- The amount of the inventory (the furniture in which your accountants ask to be allowed to take at the appraisalment)	-----	\$ 344.41
2- And with gain on sale of corn in inventory	-----	1.58
3- And with amount of cash not discovered when inventory was filed	-----	.21
4- And with 1933 corn crop	-----	133.31
5- And with 1933 tomato crop	-----	58.82
6- And with wheat crop 1933 239 bushels @ 80¢	-----	191.20
7- And with wheat crop 1934 127 2/3 bushels @ 87¢	-----	111.08
8- And with wheat crop 1934 127 2/3 bushels @ 84¢	-----	107.25
9- And with collection of a separate debt consisting of a note due estate by John W. Gibbs of principal sum of \$109.26 and interest thereon of 15.85	-----	125.11
And with amount of wheat allotment received from U. S. Government	-----	53.00
	-----	<u>\$1125.97</u>

And your accountants ask to be allowed a credit for:

Amount of loss of Bank Stock in Church Hill Bank appraised at and an amount of cash tied up in Church Hill Bank being part of proceeds of corn crop, a certificate of beneficial interest being issued therefor but the ultimate value of which is undetermined and will have to be accounted for if and when paid.	\$150.00	
	75.00	225.00
Total chargeable to accountants	-----	<u>\$900.97</u>

And your accountants crave allowance for expenses of administration and preferred claims as follows:

1-	An amount paid Wm. H. Good for funeral expenses per claim and receipt -----		\$ 300.00
2-	And for an amount paid Dr. Norman S. Dudley for claim filed-----		10.00
3-	And for an amount paid Norman S. Dudley, Register of Wills, for his costs including this account-----		42.95
4-	And for an amount paid American Bonding Company premium on bond-----		10.00
5-	And for an amount paid G. V. Hollingsworth and Marion Everett, appraisers @ \$8.00 each-----		16.00
6-	And for an amount paid Anna Q. Skinner, Treasurer, for taxes for years 1932 and 1933 -----		390.85
7-	And for an amount paid for fertilizer sowed in Fall of 1933 on 1934 crop -----		25.00
8-	And for an amount paid Centreville Observer for publishing notice to creditors -----		5.00
9-	And for an amount retained by these accountants as their commission @ 10% on \$900.97 -----	\$90.09	
	Less State tax on commission at 1% of \$900.97 -----	9.01	81.08
10-	And for an amount paid Norman S. Dudley, Register of Wills, for State tax on commission as above-----		9.01
11-	And for an amount paid Thomas J. Keating, Jr., Attorney, for services in this estate-----		\$ 10.00
			<u>\$899.89</u>

Total chargeable	\$ 900.97
Total expenses, etc.	<u>899.89</u>
Balance	\$ 1.08

This leaves no balance with which to pay general creditors. However, there is certain real estate of the decedent and a mortgage on the farm has been foreclosed and brought more than enough to pay the mortgage debt. Creditors will be given an opportunity to file their claims against the surplus proceeds of sale of the farm in the Circuit Court for Queen Anne's County, in Equity, in a case entitled "Thomas J. Keating, Jr., Assignee vs. Sarah R. Clough, Mortgagor," Chancery No. 2997.

A future report and account will have to be made as to the collateral inheritance tax, if any, to be paid on the remaining real estate, depending upon whether or not the proceeds of sale of the farm are sufficient to pay all creditors and this leaves the other real estate to pass by the terms of the will or whether additional real estate will or whether additional real estate will have to be sold for that purpose.

Respectfully submitted,

Lemuel R. Clough

Rose B. Clough

EXECUTORS OF SARAH R. CLOUGH, DECEASED.

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

This 7th day of August A. D., 1934 Then came Lemuel R. Clough and Rose B. Clough Executors of Sarah R. Clough late of Queen Anne's County, State of Maryland, deceased, and made oath in due form of law that the foregoing and within account of Administration is just and true as stated, and that they have bona fide paid or secured to be paid the several sums for which they therein claims an allowance.

Certified per

Norman S. Dudley

Register Of Wills for Queen Anne's County.

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

7TH DAY OF Aug. A. D. 1934

The foregoing account of Administration was duly examined and passed by the Court and hereby ordered to be recorded.

Henry C. Bowen

W. Hopper Gibson

Clayton T. Cann

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

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of First and Preference Administration Account of Lemuel R. Clough and Rose B. Clough Executors of Sarah R. Clough, deceased as filed and passed in this office on August 7- 1934- and recorded in Liber No. Folio 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 10th day of August 1934

Seal's
Place.

Norman S? Dudley
Register of Wills for Queen Anne's County, Maryland

CREDITORS EXHIBIT NO. 2

\$300.00 Church Hill, Md. Post Office November 1, 1932 192--
Four months after date, for value received, I Jointly and severally
promise to pay to E. S. Valliant & Son----- or order

----- Three Hundred & 00/100----- Dollars

AT THE CHURCH HILL BANK OF MARYLAND

with all costs and 10 per cent. commissions for collecting the same, and I, we or either of us, whether makers, securities, endorsers or guarantors, hereby confess judgment, to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemptions waived.

(C O P Y)

(signed) S. R. Clough

CREDITORS EXHIBIT NO. 3

I, Sarah R. Clough, of Church Hill, Queen Anne's County, Maryland, being of sound and disposing mind, memory and understanding do make, publish and declare this to be my last will and testament, hereby revoking any and all wills by me heretofore made.

Item 1. I do will and direct that my Executors, hereinafter named, shall pay all of my just debts and funeral expenses.

Item 2. I do give and bequeath unto my niece, Rosabelle Clough, all of my wearing apparel, furniture and personal effects, and also all the Bank stock which I own, to be hers absolutely.

Item 3. I do give and devise unto my niece, Rosabelle Clough, my house and lot in the town of Church Hill where I now reside and also the double dwelling house and lot adjoining same to be hers absolutely and in fee simple.

Item 4. I do give and bequeath unto my niece, Mary Ethel Stevens, widow of J Kemp Stevens, the sum of five hundred dollars, (\$500.00), should she be living at the time of my death; and should she not be living at the time of my death then said legacy is to pass into my residuary estate.

Item 5. All the rest, residue and remainder of my estate and property of whatever kind and description, real, personal or mixed, and wherever same may be situated or located I direct be divided into two equal parts or shares. One of said equal parts or shares I do give, devise and bequeath unto my niece, Rosabelle Clough, absolutely and in fee simple. The other of said equal parts or shares I do give, devise and bequeath unto my brother, Lemuel R. Clough, should he be living at the time of my death, absolutely and in fee simple, and should said Lemuel R. Clough be not living at the time of my death then said equal part or share I do give, devise and bequeath unto my niece, Rosabelle Clough, absolutely and in fee simple.

I do hereby nominate, constitute and appoint my Brother, Lemuel R. Clough, and my niece, Rosabelle Clough, to be the Executors of this my last will and testament and I desire that they be excused from giving bond as such Executors as by law provided.

It is my desire that my executors hereinbefore named shall employ my friend, Thomas J. Keating, Junior, as Counsel in the settlement of my estate.

In testimony whereof, I have hereunto set my hand and seal, this 23rd day of September, in the year nineteen hundred and thirty.

Sarah R. Clough (SEAL)

Signed, sealed, published and declared by the above named testatrix, Sarah R. Clough, 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.

J. Lemuel Roberts

B. Hackett Turner

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

ON THE 10th day of January, A. D., 1933. came Rose Clough, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Sarah R. Clough, late of Queen Anne's County, deceased, and made oath, in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to her hand and possession; and that she does not know nor has she heard of any other and that she received the same from The Safe Deposit Box in the Church Hill Bank of Maryland on or about 9th day of January, A. D., 1933.

SWORN before

Norman S. Dudley
Register of Wills for Queen Anne's County.

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

On the 10th day of January, 1933 came J. Lemuel Roberts and B. Hackett Turner of Centreville, Queen Anne's County, State of Maryland, subscribing witnesses to the foregoing last will and Testament of Sarah R. Clough, late of Queen Anne's County, deceased, and made oath in due form of law that they did see the Testatrix sign and seal said Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, and that at the time of her so doing she was, to the best of their apprehension of sound and disposing mind, memory and understanding, and that they together with each other 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: Norman S. Dudley
Register of Wills for Queen Anne's County.

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

The foregoing Instrument of Writing, purporting to be the last Will and Testament of Sarah R. Clough, 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 10th day of January, A. D. 1933 that the same be admitted in this Court as the true and genuine last Will and Testament of the said Sarah R. Clough, 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 foregoing is a true copy of The Last Will and Testament of Sarah R. Clough, late of Queen Anne's County, Maryland, deceased, as filed and passed in this office on January 10, 1933 and recorded in Liber W. T. B. No. 3 Folio 419 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 20th day of August 1934.

Seal's
Place.

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

ORDER OF COURT AND NOTICE TO CREDITORS

NOTICE TO CREDITORS.	:	IN THE CIRCUIT COURT FOR
THOMAS J. KEATING, ASSIGNEE,	:	QUEEN ANNE'S COUNTY,
VS.	:	IN EQUITY.
SARAH R. CLOUGH? MORTGAGOR.	:	

It is hereby ordered this seventh day of September, 1934, by the Circuit Court for Queen Anne's County, in Equity, that the creditors of Sarah R. Clough, 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 mentioned in the above cause was sold; be and they are hereby ordered to file their claims with the Clerk of the Circuit Court for Queen Anne's County on or before the 22nd day of November next; provided a copy of this order be published in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the fifteenth day of October 1934.

Thomas J. Keating

Filed Sept 8, 1934.

Summons to Rose B. Clough

QUEEN ANNE'S COUNTY, to WIT:

THE STATE OF MARYLAND

TO Rose B. Clough OF QUEEN ANNE'S COUNTY, GREETING:

Seal's Place. You are hereby commanded, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of E. Stevens Valliant, trading as E. S. Valliant & Sons, Petitioner. against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the first Monday of September, 1934 Issued the 8th. day of September, in the year 1934

B. Hackett Turner Clerk.

H. B. W. Mitchell
Solicitor for Petitioners

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

Summons to Lemuel R. Clough

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

TO Lemuel R. Clough. ofmCaroline County, Greeting:
Seal's

Place. YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of E. Stephens Valliant, trading as E. S. Valliant & Son, Petitioner against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your perial.

Witness, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of September, 1934.

Issued the 8th. day of September in the year 1934

B. Hackett Turner Clerk.

H. B. W. Mitchell

Solicitor for Petitioners

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

B. Hackett Turner, Clerk.

CERTIFIED COPY OF PETITION AND ORDER.

Filed Sept 18th. 1934

IN THE MATTER OF THE ESTATE OF

IN THE ORPHANS' COURT

JAMES BORDLEY,

FOR

DECEASED.

QUEEN ANNE'S COUNTY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of Madison B. Bordley, surviving Executor and Trustee under the will of James Bordley, deceased, respectfully shows:

1. That at the time of stating a First and Final Administration Account in this cause there was, among the assets of said estate, comprising the principal of the Trust, a mortgage from Sarah R. Clough to Ella F. Bordley and Madison B. Bordley, Executors and Trustees, for the sum of five thousand dollars, (\$5,000.00), covering a certain farm or tract of land known as "The Wescott Farm" in the Second Election District of Queen Anne's County, Maryland, said mortgage bearing date the twenty-ninth day of August, nineteen hundred and sixteen, and recorded in Liber W. F. W. No. 9 folio 247 &c., a land record book for Queen Anne's County.
2. THAT upon the death of Ella F. Bordley, the life beneficiary of said Trust, said Trust did cease, and the principal thereof became distributable in accordance with the terms of the will of said James Bordley, deceased, the said Ella F. Bordley dying intestate, and thus having failed to exercise power of disposition over the principal of said Trust, as provided in the will of James Bordley, deceased,
3. THAT in making distribution of the corpus of said Trust unto the parties entitled to the same the aforesaid mortgage of Sarah R. Clough was, by your Petitioner, assigned unto M. Worthington Bordley, as part of his share of said estate.
4. THAT your Petitioner at that time failed to procure an order of this Court authorizing said assignment, and your Petitioner is now advised that it will be necessary to procure an order of this Honorable Court ratifying said assignment.

WHEREFORE, your Petitioner prays your Honors to pass an order ratifying and confirming the assignment of the aforesaid mortgage of Sarah R. Clough from Madison B. Bordley, surviving Executor and Trustee, to M. Worthington Bordley.

Respectfully submitted,

Madison B. Bordley
Surviving Executor and Trustee of James Bordley, deceased.

IN THE MATTER OF THE ESTATE OF

IN THE ORPHANS' COURT

JAMES BORDLEY?

FOR

DECEASED.

QUEEN ANNE'S COUNTY.

UPON the foregoing petition of Madison B. Bordley, surviving Executor and Trustee of James Bordley, deceased, it is by the Orphans' court for Queen Anne's County this 13th day of Sept., in the year nineteen hundred and thirty four, ORDERED that the transfer and assignment made on October fourth, nineteen hundred and nineteen, by Madison B. Bordley, surviving Executor and Trustee of James Bordley, deceased, unto M. Worthington Bordley of the mortgage from Sarah R. Clough to Ella F. Bordley and Madison B. Bordley, Executors and Trustees, dated August twenty-ninth, nineteen hundred and sixteen, recorded in Liber W. F. W. No 9 folio 247 be, and the same is, hereby ratified and confirmed.

Henry C. Bowen

W. Hopper Gibson

Clayton T. Cann

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

I, Norman S. Dudley, Register of Wills for Queen Anne's County, Maryland, do hereby certify that the within and foregoing is a true copy of the Petition and Order in the Estate of James Bordley, deceased, as filed and passed in this office on September 13, 1934 and recorded among the Petitions and Orders in the Orphans Court for Queen Anne's County, Maryland.

In testimony Whereof I hereunto subscribe my name and affix the seal of my office this 18th day of September, 1934.

Seal's

Place.

Norman S. Dudley
Register of Wills of Queen Anne's County Maryland.

FINAL ORDER OF COURT RATIFYING SALE

ORDERED this 22nd day of September 1934, by the Circuit Court for Queen Anne's County, in Equity, that the report of sale of the real estate made in this cause by Thomas J. Keating, Jr. Assignee, and the same is, hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order 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 Sept. 22nd. 1934

Thomas J. Keating

ANSWER OF LEMUEL R. CLOUGH AND ROSE B. CLOUGH.

THOMAS J. KEATING, JR.?
ASSIGNEE,

VS.

SARAH R. CLOUGH,
MORTGAGOR.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Lemuel R. Clough and Rose B. Clough, to the petition in the nature of a creditors' bill heretofore filed in this cause by E. Stephens Valliant, trading as E. S. Valliant and Son. respectfully shows:

That your respondents admit each and every allegation of said petition, and consent that a decree may be passed as prayed therein.

And as in duty bound, etc.

Lemuel R. Clough

Filed Oct. 4th 1934.

Rose B. Clough

CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS.

NOTICE TO CREDITORS Thomas J. Keating, Assignee Vs. Sarah R. Clough, Mortgagor

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

It is hereby ordered this seventh day of September, 1934, by the Circuit Court for Queen Anne's County in Equity, that the creditors of Sarah R. Clough 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 mentioned in the above cause was sold, be and they are hereby ordered to file their claims with the Clerk of the Circuit Court for Queen Anne's County, on or before the 22nd day of November next, provided a copy of this order be published in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the fifteenth day of October, 1934.

Filed Sept. 8, 1934.

THOMAS J. KEATING

True copy.

Test: B. Hackett Turner

THE QUEEN ANNE'S RECORD

CENTREVILLE MARYLAND

November 24, 1934

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Notice to Creditors in the case of Thomas J. Keating, Assignee vs Sarah R. Clough, Mortgagor a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for three successive weeks the first publication thereof having been made in said newspaper on the 13th day of September 1934, being more than three weeks before the 15th day of October 1934.

THE Queen Anne's Publishing Co., Inc.

By Marie K. Connolly

Filed Nov. 24, 1934.

PETITION TO REFER PAPERS TO AUDITOR
Filed Nov. 24, 1934

THOMAS J. KEATING, JR.,
ASSIGNEE,

VS.

SARAH R. CLOUGH,
Mortgagor.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Thomas J. Keating, Jr., Assignee, respectfully shows unto Your Honors:

1- That an answer has been filed by Lemuel R. Clough and Rose B. Clough, devisees, to the petition of E. Stephens Valliant, trading as E. S. Valliant and Son, admitting the facts alleged in said petition, and consenting to a decree.

2- That in accordance with the order of this Honorable Court passed on the 7th day of September, 1934, your Petitioner did cause said notice to creditors to be published in The Centreville Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th day of October, 1934, a Publisher's certificate of said publication being attached hereto as a part of this petition.

3- That the time has now expired within which Creditors were required to file their claims in accordance with the aforesaid order.

4- That your Petitioner now desires to have the papers in this cause referred to the Auditor for the purpose of stating an audit of the proceeds of sale, applying said proceeds to the payment of the proper expenses of said sale, including the usual commissions, the payment of the mortgage debt, and the surplus proceeds to the payment of the claims filed in response to the aforesaid order according to their legal priorities, if any.

WHEREFORE, your Petitioner prays your Honors to pass an order referring the papers in this cause to the regular Auditor of this Court for the purpose of stating an audit of the proceeds of sale, and empowering said Auditor to take whatever testimony he may deem necessary in order to establish the validity and amount of any claim or claims filed against said proceeds of sale.

Respectfully submitted,

THOS. J. KEATING JR. ASSIGNEE
Petitioner.

Filed Nov. 24, 1934.

ORDER OF COURT
Filed Nov. 24, 1934.

THOMAS J. KEATING, JR.,
ASSIGNEE,

VS.

SARAH R. CLOUGH,
Mortgagor.

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

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 24th day of November, in the year nineteen hundred and thirty-four, that the papers in this cause be, and the same are, hereby referred to the regular Auditor of this Court with directions to state an audit of the proceeds of sale of the real estate made in this cause with full power and authority to take such testimony as he shall deem necessary in order to ascertain the amount and/or validity of any claim or claims filed against said proceeds of sale.

THOS. J. KEATING

Filed Nov. 24, 1934.

REPORT AND ACCOUNT OF THE AUDITOR
Filed Jan. 15, 1935.

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

Thomas J. Keating, junior, assignee,

vs.

Sarah R. Clough, mortgagor.

Cause No. 2997.

To the Honorable, the Judges of said Court:-

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

It appears from the proceedings of this cause and from the vouchers of the vendor, Thomas J. Keating, junior, that these proceedings were had for the collection of a mortgage debt by foreclosure proceedings of a mortgage, and that the proceeds of the sale made and reported in this cause is more than sufficient to pay the mortgage debt in full.

It further appears from the proceedings that a petition in the nature of a Creditors' Bill was filed by E. S. Valliant & Son, a creditor of the mortgagor, for the payment of the surplus mortgage sale to the claims due by the mortgagor other than the mortgage and under this petition notice to creditors of the mortgagor to file their claims was given and the papers of the cause were referred to me as the auditor to state an audit in the case with authority to take such testimony as I might think necessary to ascertain the amount and/or validity of any claim filed.

I have examined carefully all the papers to the cause and find that the defendants to the creditors' petition, Rose B. Clough and Lemuel R. Clough are both adults, and I find from the answer filed by them that they admitted all the allegations of the creditors' petition. I have also examined the docket in the Clerk's office in which claims of creditors filed pursuant to such notice are entered and find that all claims so entered are now on file in this cause, and from these examinations I do not deem it necessary to take testimony but later on in this report will call the Court's attention to such claims so filed as appear to be defectively proven.

In the within account stated by me I have charged Thomas J. Keating, the assignee of the cause, with the amount of the sale made and reported by him herein and I have allowed thereout as follows, to wit:

Unto the said vendor his commissions for making the sale per terms of the mortgage, the cost of his bond with corporate surety there one filed herein, the Court costs under mortgage sale, cost of advertising the sale and the order nisi thereon, the charges of the auctioneer for crying the sale, the cost of advertising the order nisi to be passed on this audit and the cost of advertising the notice to creditors to file their claims, the costs under the creditors' petition, and the fee of the auditor.

Unto the said Thomas J. Keating, junior, as assignee, the amount of the mortgage claim due on the day of sale in full per statement of the mortgage debt filed. The balance remaining after these allowances is not sufficient to pay all the claims filed by creditors against the surplus mortgage sale and is distributed among said creditors by the within account at the rate of .85218 per centum on the dollar. Each creditor who appears to have filed their claims is allowed to participate in the distribution.

While all of the claims filed appear to have been verified in some manner by the oaths of the persons preferring them some of the verifications are defective to such an extent that they can not be properly proven and these claims are as follows: Claim No. 6 filed by J. Thomas Nickerson, Claim No. 11 filed by Ice Service Company, Claim No. 15 filed by E. S. Valliant & Son and forming "Exhibit No. 2" of the Creditors' Petition.

This last mentioned claim is a copy of the claim of E. S. Valliant & Son mentioned in the Creditors' Petition and contains no verification whatsoever. This petition stated that the original claim would be produced at the hearing and the same should now be produced with proper verification by filing the same in this cause and by having the same entered by the Clerk on the Claim Docket.

Proof before the Auditor is that required for authenticating a claim in the Orphans' Court in the absence of a demand for full proof. The law relating to proof of claims in the Orphans' Court requires one form of affidavit for an open account and another form for a promissory note. Nearly all the notes filed in this case have been authenticated by that form of affidavit which is required by the Orphans' Court for open accounts and not by the form required by that Court for notes. The Auditor does not deem this defect a serious one but he suggests that when claims are proven before the Clerk of said Court which are notes that form relating to notes be used.

WHICH IS RESPECTFULLY SUBMITTED.

January 11, 1935.

MADISON BROWN,
Auditor.

Cause No. 2997.

The proceeds of the sale of the mortgaged real estate of Sarah R. Clough mentioned in the proceedings of this cause, in account with Thomas J. Keating, junior, assignee of the mortgage of this cause and the vendor thereunder making the mortgage sale under this cause.

1934
June
26

Cr.

By amount of the gross sale of this cause per Report
of sale this day filed \$4,975.00

"

Dr.

To Thomas J. Keating, junior, said vendor, for his
commissions for making the sale per terms of said
mortgage, to wit: \$244.00

To do., for the cost of his bond filed in this
cause to be paid to the corporate surety on
said bond per account for same exhibited 20.00

To do., for the Court costs of that part of this
cause relating to the mortgage sale per statement
of Clerk exhibited, to wit:
Appear. fee of T. J. Keating, Jr. \$10.00
Costs William H. Carter, clerk, 18.75 28.75

To do., for the cost of advertising in The Centre-
ville Observer, notice of mortgage sale, \$15.00
and order nisi on sale, \$3.75, per account for
same receipted, exhibited, to wit: 18.75

To do., for the charges of J. E. Anthony, auctioneer,
for crying the sale made, to wit: 15.00

To do., for the cost of advertising the order nisi
to be passed as to this audit, 2.50

To do., for the Court costs of this cause under the
Creditors' Petition filed, per statement of Clerk
as follows, to wit:
Appear. fee of H. B. W. Mitchell, \$10.00
Costs of said Clerk, 8.75
Costs of Register of Wills, 3.25 22.00

To do., for cost of advertising notice to creditors
under said petition, per receipted account of
same exhibited, to wit: 3.75

To Madison Brown, auditor, for stating this account,
the sum of 18.00

To Thomas J. Keating, junior, assignee of said
mortgage in full payment of the debt due him
on day of sale under said mortgage, per state-
ment of debt filed, to wit: 2,885.32

To balance carried over, to wit: 1,716.93

\$4,975.00 \$4,975.00

January 11, 1935.

MADISON BROWN
Auditor.

Page 2 of Audit.

Cause No. 2997.

Distribution Among Creditors.

<u>Name of Creditor.</u>	<u>Amt. Claim</u>		<u>Dividend</u>
1. To Centreville National Bank of Md.	\$ 98.33	sum of	\$ 83.79
2. To Centreville National Bank of Md.	302.04	sum of	257.39
3. To Wilson & Merrick,	3.45	sum of	2.94
4. To Harry E. Walls,	13.46	sum of	11.47
5. To Church Hill Cemetery Association,	8.43	sum of	7.18
6. To J. Thomas Nickerson,	46.90	sum of	39.96
7. To Jennie Clough,	32.45	sum of	27.65
8. To Carter & Yates Milling Company,	6.25	sum of	5.33
9. To Ella A. Jones	475.47	sum of	405.19
10. To John A. Jones,	305.66	sum of	260.48
11. To Ice Service Company,	14.77	sum of	12.59
12. To Church Hill Bank of Maryland,	222.27	sum of	189.41
13. To Centreville National Bank of Md.	117.79	sum of	100.38
14. To Centreville National Bank of Md.	36.43	sum of	31.05
15. To E. S. Valliant & Son,	<u>331.05</u>	sum of	<u>282.12</u>
Amount of Claims	\$2,014.75		
Amount distributed as Dividends			\$1,716.93
Amount brought forward for distribution among creditors			\$1,716.93

January 11, 1935.

MADISON BROWN
Auditor.

Cause No. 2997.

A Statement of the Claims filed in the above entitled cause against the equity of redemption of the sale of said cause.
The interest on each claim has been brought up to November 22, 1934.

Name of Creditor.	Amt. of Claim with interest						
1. Centreville National Bank of Maryland on note due May 7, 1933- interest from 5/7/33	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$90.00</td> <td></td> </tr> <tr> <td style="text-align: right;">interest from 5/7/33</td> <td style="text-align: right;">8.33</td> <td style="text-align: right;">\$98.33</td> </tr> </table>	Amt. of Claim	\$90.00		interest from 5/7/33	8.33	\$98.33
Amt. of Claim	\$90.00						
interest from 5/7/33	8.33	\$98.33					
2. Centreville National Bank of Maryland on note due Apr. 2, 1933 - interest from 4/2/33	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$275.00</td> <td></td> </tr> <tr> <td style="text-align: right;">interest from 4/2/33</td> <td style="text-align: right;">27.04</td> <td style="text-align: right;">302.04</td> </tr> </table>	Amt. of Claim	\$275.00		interest from 4/2/33	27.04	302.04
Amt. of Claim	\$275.00						
interest from 4/2/33	27.04	302.04					
3. Wilson & Merrick, on open account, interest from 5/35/32	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$ 3.00</td> <td></td> </tr> <tr> <td style="text-align: right;">interest from 5/35/32</td> <td style="text-align: right;">.45</td> <td style="text-align: right;">3.45</td> </tr> </table>	Amt. of Claim	\$ 3.00		interest from 5/35/3245	3.45
Amt. of Claim	\$ 3.00						
interest from 5/35/3245	3.45					
4. Harry E. Walls, interest from 7/13/32.	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$ 11.79</td> <td></td> </tr> <tr> <td style="text-align: right;">interest from 7/13/32.</td> <td style="text-align: right;">1.67</td> <td style="text-align: right;">13.46</td> </tr> </table>	Amt. of Claim	\$ 11.79		interest from 7/13/32.	1.67	13.46
Amt. of Claim	\$ 11.79						
interest from 7/13/32.	1.67	13.46					
5. Church Hill Cemetery Association interest from 1/1/34	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$ 8.00</td> <td></td> </tr> <tr> <td style="text-align: right;">interest from 1/1/34</td> <td style="text-align: right;">.43</td> <td style="text-align: right;">8.43</td> </tr> </table>	Amt. of Claim	\$ 8.00		interest from 1/1/3443	8.43
Amt. of Claim	\$ 8.00						
interest from 1/1/3443	8.43					
6. J. Thomas Nickerson, account, interest from 5/31/33	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$ 43.09</td> <td></td> </tr> <tr> <td style="text-align: right;">interest from 5/31/33</td> <td style="text-align: right;">3.81</td> <td style="text-align: right;">46.90</td> </tr> </table>	Amt. of Claim	\$ 43.09		interest from 5/31/33	3.81	46.90
Amt. of Claim	\$ 43.09						
interest from 5/31/33	3.81	46.90					
7. Jennie Clough, on note dated Aug. 29, 1932-interest from 8/29/32	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$ 28.62</td> <td></td> </tr> <tr> <td style="text-align: right;">on note dated Aug. 29, 1932-interest from 8/29/32</td> <td style="text-align: right;">3.83</td> <td style="text-align: right;">32.45</td> </tr> </table>	Amt. of Claim	\$ 28.62		on note dated Aug. 29, 1932-interest from 8/29/32	3.83	32.45
Amt. of Claim	\$ 28.62						
on note dated Aug. 29, 1932-interest from 8/29/32	3.83	32.45					
8. Carter & Yates Milling Co., Account interest from 4/15/32	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$ 5.40</td> <td></td> </tr> <tr> <td style="text-align: right;">interest from 4/15/32</td> <td style="text-align: right;">.85</td> <td style="text-align: right;">6.25</td> </tr> </table>	Amt. of Claim	\$ 5.40		interest from 4/15/3285	6.25
Amt. of Claim	\$ 5.40						
interest from 4/15/3285	6.25					
9. Ella A. Jones, on note dated Sept. 30/31-interest from 9/30/31	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$400.00</td> <td></td> </tr> <tr> <td style="text-align: right;">on note dated Sept. 30/31-interest from 9/30/31</td> <td style="text-align: right;">75.47</td> <td style="text-align: right;">475.47</td> </tr> </table>	Amt. of Claim	\$400.00		on note dated Sept. 30/31-interest from 9/30/31	75.47	475.47
Amt. of Claim	\$400.00						
on note dated Sept. 30/31-interest from 9/30/31	75.47	475.47					
10. John A. Jones, on note due Jan. 13, 1933- interest from 1/13/33	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$275.00</td> <td></td> </tr> <tr> <td style="text-align: right;">on note due Jan. 13, 1933- interest from 1/13/33</td> <td style="text-align: right;">30.66</td> <td style="text-align: right;">305.66</td> </tr> </table>	Amt. of Claim	\$275.00		on note due Jan. 13, 1933- interest from 1/13/33	30.66	305.66
Amt. of Claim	\$275.00						
on note due Jan. 13, 1933- interest from 1/13/33	30.66	305.66					
11. Ice Service Company, account, interest from 12/31/32	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$ 13.26</td> <td></td> </tr> <tr> <td style="text-align: right;">account, interest from 12/31/32</td> <td style="text-align: right;">1.51</td> <td style="text-align: right;">14.77</td> </tr> </table>	Amt. of Claim	\$ 13.26		account, interest from 12/31/32	1.51	14.77
Amt. of Claim	\$ 13.26						
account, interest from 12/31/32	1.51	14.77					
12. Church Hill Bank of Maryland, on note due Jan. 14, 1933-interest from 1/14/33	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$200.00</td> <td></td> </tr> <tr> <td style="text-align: right;">on note due Jan. 14, 1933-interest from 1/14/33</td> <td style="text-align: right;">22.27</td> <td style="text-align: right;">222.27</td> </tr> </table>	Amt. of Claim	\$200.00		on note due Jan. 14, 1933-interest from 1/14/33	22.27	222.27
Amt. of Claim	\$200.00						
on note due Jan. 14, 1933-interest from 1/14/33	22.27	222.27					
13. Centreville National Bank of Md. bal. on note interest from 10/3/34	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$116.84</td> <td></td> </tr> <tr> <td style="text-align: right;">bal. on note interest from 10/3/34</td> <td style="text-align: right;">.95</td> <td style="text-align: right;">117.79</td> </tr> </table>	Amt. of Claim	\$116.84		bal. on note interest from 10/3/3495	117.79
Amt. of Claim	\$116.84						
bal. on note interest from 10/3/3495	117.79					
14. Centreville National Bank of Md. bal. on note interest from 10/3/34	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$ 36.13</td> <td></td> </tr> <tr> <td style="text-align: right;">bal. on note interest from 10/3/34</td> <td style="text-align: right;">.30</td> <td style="text-align: right;">36.43</td> </tr> </table>	Amt. of Claim	\$ 36.13		bal. on note interest from 10/3/3430	36.43
Amt. of Claim	\$ 36.13						
bal. on note interest from 10/3/3430	36.43					
15. E. S. Valliant & Son, note due March 1, 1933 interest from 3/1/33	<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: right;">Amt. of Claim</td> <td style="text-align: right;">\$300.00</td> <td></td> </tr> <tr> <td style="text-align: right;">note due March 1, 1933 interest from 3/1/33</td> <td style="text-align: right;">31.05</td> <td style="text-align: right;">331.05</td> </tr> </table>	Amt. of Claim	\$300.00		note due March 1, 1933 interest from 3/1/33	31.05	331.05
Amt. of Claim	\$300.00						
note due March 1, 1933 interest from 3/1/33	31.05	331.05					
Total amount of claims	\$2,014.75						

January 11, 1935.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr., Assignee,
VS.
Sarah R. Clough,
Mortgagor.

) IN THE CIRCUIT COURT
)
) FOR QUEEN ANNE'S COUNTY
) IN EQUITY
)
) CASE No. 2997.

ORDERED, This 14th day of January in the year nineteen hundred and thirty five that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th day of February 1935; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of February 1935, in some newspaper printed and published in Queen Anne's County.

Filed Jan. 14th, 1935.

WILLIAM H. CARTER Clerk

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Feb. 5, 1935.

NISI RATIFICATION OF AUDIT

THOMAS J. KEATING, JR., Assignee
vs.
SARAH R. CLOUGH

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 2977.

ORDERED, This 14th day of January in the year nineteen hundred and thirty-five that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th day of February 1935; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of February 1935 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed January 14, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., February 5, 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Thomas J. Keating Jr. vs. Sarah R. Clough a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 17th day of January, 1935, being more than two weeks before the 1st day of February, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Feb. 5, 1935.

ORDER OF COURT
Filed Feb. 11, 1935.

ORDERED by the Circuit Court for Queen Anne's County, In Equity, this Eleventh day of February in the year nineteen hundred and thirty-five, that the Report and Account of Madison Brown, Auditor, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order nisi; and the Assignee is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be recirded: the amounts awarded to claimants, however, where claims, as reported by the auditor, are not properly proven shall be held and be not paid over pending the filing in the cause the notes as accounts proven in conformity with the Auditors suggestion.

THOS. J. KEATING

Filed Feb. 11th, 1935.

Chancery No. 2999.

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

W. MEADE HOLLADAY,
Assignee of Mortgages,

vs.

WILLIAM R. BOWERS and
LILLIAN E. BOWERS, his wife,
Mortgagors.

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

Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in the said cause certified copies of the two following mortgages, to wit:

(A) The mortgage from William R. Bowers and Lillian E. Bowers, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 4th day of August, 1927, and of the assignments thereof, by mesne assignments, to W. Meade Holladay, said mortgage and assignments being recorded in Liber B. H. T. No. 7, folios 107, etc., a land record book for Queen Anne's County, Maryland;

(b) The mortgage from William R. Bowers and Lillian E. Bowers, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 21st day of March, 1930, and of the assignments thereof, by mesne assignments, to W. Meade Holladay, said mortgage and assignments being recorded in Liber B. H. T. No. 11, folios 33, etc., a land record book for Queen Anne's County, Maryland.

This suit to be docketed as aforesaid, is for the foreclosure of the two above described mortgages under the powers of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgages by reason of the non-payment of the principal mortgage debts and the interest thereon covenanted to be paid by the terms of said mortgages at the times therein provided for the payment thereof.

And as in duty bound, etc.,

HARPER & HORNEY
Solicitors for Assignee.

W. MEADE HOLLADAY
Assignee of Mortgages.

CERTIFIED COPY OF MORTGAGE
Filed June 8, 1934.

.....
#12,587. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 20th. 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 4 day of August, in the year nineteen hundred and twenty-seven, by William R. Bowers and Lillian E. Bowers his wife, of Queen Anne's County, in the State of Maryland, and The Sudlersville Bank of Maryland, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the Second Part, of Queen Anne's County, in the State of Maryland, WITNESSETH,

WHEREAS, the said William R. Bowers and Lillian E. Bowers, his wife, are justly indebted unto the said body corporate, the Sudlersville Bank of Maryland, in the full and just sum of Two Thousand Dollars (\$2000.00) cash this day loaned them by said body corporate, the Sudlersville Bank of Maryland, upon the conditions hereinafter mentioned, and for which the said William R. Bowers and Lillian E. Bowers, have drawn and passed unto the said body corporate, the Sudlersville Bank of Maryland, their joint promissory note for the said sum of Two Thousand Dollars, bearing even date herewith (the same date as these presents) and payable to the order of said body corporate, the Sudlersville Bank of Maryland, six months after date at its Banking House in the Town of Sudlersville in Maryland; and whereas said sum was loaned upon the condition that this Mortgage should be given at the time of said loan and delivery of said note to secure the said sum so loaned and the said note above described given for the same and each and every renewal of said note which hereafter may be accepted whether said renewals or renewals be in whole or in part of the original amount.

Now, herefore, this Mortgage witnesseth, that in consideration of the Premises, and of the sum of one dollar, the said William R. Bowers and Lillian E. Bowers, his wife, do hereby grant and convey unto the said body corporate, the

Sudlersville Bank of Maryland, its successors and assigns in fee simple, the following described real estate, lots or Parcels of Land, TO WIT: PARCEL NO. 1, Being a portion of the Tract of Land, or farm, known as "Sandy Hurst", "Suttons Point", "Chaire's Fisheries" or by whatsoever name or names the same may be called, situate, lying and being in Queen Anne's County, aforesaid, in the Seventh Election District thereof, on the North side of the public road leading from Chestertown to Millington, adjoining lands of Thomas M. Jefferson on the South, Lands of Dr. F. N. Sheppard on the East, lands of Wm. C. Stevens on the West, and bounded on the North by Chester River, and being fully described by metes and bounds, courses and distances in the Deed from Enoch Clough and Elmira Clough his wife, to the said William R. Bowers and Lillian E. Bowers, his wife, dated October 24th. in the year, 1908, and Recorded in Liber S. S. NO. 5 folios 419 A Land Record Book for Queen Anne's County Maryland, and therein described as containing 50 Acres of Land more or less, to which Deed especial reference is hereby made for an accurate description of this piece of Land.

PARCEL NO. 2, Being All of That Tract, parts of Tracts or Parcels of Land situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, on Chester River, near the Town of Crumpton and on the Westerly side of Market Street as shown by the map of said Town now on file in the office of the Clerk of the Circuit Court for Queen Anne's County, aforesaid, and more particularly described by metes and bounds, courses and distances, in the Deed from Francis N. Sheppard, Mary A. Sheppard, and others to William R. Bowers and Lillian E. Bowers, his wife, dated June 8th. in the year, 1914, and Recorded in Liber W. F. W. No. 5 folios 298 one of the Land Record Books for Queen Anne's County, Maryland, and therein described as containing 108 Acres, 3 roods, and 30 perches of land more or less, to which Deed especial reference is hereby made for an accurate description of this piece of land.

PARCEL NO. 3, Being All That Farm or Tract of Land, situate, lying and being in the Seventh Election District of Queen Anne's County, aforesaid, at Holden Hill, known as "Thristian Thomas" land, lying on the North side of the Public Road leading from McGinnis to Millington, 16 feet from Richard Leager's land, and running thence on North side of said public road, in an Easterly direction to a turn in said road above Holden Hill, in the direction of Crumpton, thence by and with said road to the land of Thomas M. Jefferson, thence in a Westerly direction to the land of Enoch Clough and Thomas M. Jefferson, thence in a Southerly direction (16 feet from Richard Leager's Land) to the place of beginning, containing 34 acres of land more or less, and being the same tract as that conveyed to the said William R. Bowers and Lillian E. Bowers his wife, by Harrison W. Vickers, Attorney and Assignee, in Deed dated April 1st. in the year 1926, and Recorded in Liber B. H. T. NO. 5 folios 141 One of the Land Record Books for Queen Anne's County, Maryland, to which Deed especial reference is hereby made for an accurate description of the land herein intended to be conveyed.

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

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

PROVIDED, that if the said William R. Bowers and Lillian E. Bowers, his wife their heirs, executors, administrators or assigns, shall well and truly pay to the said body corporate, the Sudlersville Bank of Maryland, its successors, executors, administrators or assigns, the aforesaid sum of Two Thousand Dollars, and each and every note secured hereby and any and all renewals of the aforesaid note in whole or in part, as above set forth, and shall perform all the covenants, conditions and agreements therein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said William R. Bowers and Lillian E. Bowers, his wife, their heirs and assigns, shall possess said property.

AND the said William R. Bowers and Lillian E. Bowers, his wife, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured and each and every note secured hereby and all renewals of the same all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said body corporate, the Sudlersville Bank of Maryland, its successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any note secured hereby or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said body corporate, the Sudlersville Bank of Maryland, its successors, executors, administrators or

assigns, or J. H. C. LEGG 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, 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 Wm. R. & Lillian E. Bowers or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage, and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said body corporate, the Sudlersville Bank of Maryland, executors, administrators, successors or assigns, or J. H. C. LEGG 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 Anne's County, in Equity, and which said costs, expenses and commissions the said William R. Bowers and Lillian E. Bowers, his wife, for themselves and for their heirs executors, administrators and assigns, hereby covenant to pay.

AS WITNESS THEIR HANDS AND SEALS.

WILLIAM R. BOWERS (SEAL)

TEST: E. H. GILLESPIE

LILLIAN E. BOWERS (SEAL)

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

I hereby certify that on this 4 day of August, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, duly and legally commissioned and qualified, personally appeared William R. Bowers and Lillian E. Bowers, his wife, and did each acknowledge the foregoing Mortgage to be their respective act; and now at the same time also personally appeared before me the subscriber Dudley G. Roe, the Vice President of the said body corporate, the Sudlersville Bank of Maryland, the within named Mortgagee and he did make oath in due form of law that the consideration stated in the foregoing Mortgage is just and true and bona fide as therein set forth. In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

JOHN F. STOKES

Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit:- Be it remembered that on the 22nd. day of May, in the year 1931, the following Assignment was brought to be recorded, to wit:-

FOR VALUE RECEIVED, The Sudlersville Bank of Maryland, a body corporate, does hereby transfer and assign the within and foregoing mortgage unto Sara P. Iglehart, with interest from the 22nd day of May, 1931, without recourse or guarantee.

WITNESS the hand of the said body corporate by C. Percy Merrick, its Vice President, attested by and its corporate seal affixed by John F. Stokes, its Cashier, this 22nd day of May, 1931:

THE SUDLERSVILLE BANK OF MARYLAND

By C. PERCY MERRICK
Its Vice-President.

ATTEST:
JOHN F. STOKES
Its Cashier.

Seal's
Place.

Queen Anne's County, to wit: Be it remembered that on the eighth day of June, in the year 1934, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby assign the within mortgage and note secured hereby to W. Meade Holladay, for foreclosure and collection. Witness my hand and seal this 14th. day of May, 1934.

Witness: Eugene P. Childs.

SARA P. IGLEHART (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 7, folios 107, 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 Eighth day of June, in the year nineteen hundred and thirty four.

Seal's Place.

B. HACKETT TURNER Clerk.

CERTIFIED COPY OF MORTGAGE
Filed June 8, 1934.

.....
#14,194.

QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the 9th. day of April, in the year nineteen hundred and thirty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 21st day of March, in the year nineteen hundred and thirty, by William R. Bowers and Lillian E. Bowers, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said William R. Bowers and Lillian E. Bowers, his wife, are, jointly and severally, justly indebted unto The Sudlersville Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, in the full sum of Thirteen Hundred Dollars (\$1,300.00) for money loaned to them by the said body corporate, for which they have passed unto the said body corporate their promissory note for the said sum of Thirteen Hundred Dollars (\$1,300.00), signed by themselves, bearing even date herewith and payable six months after date to the said body corporate at its Banking House in Sudlersville, Queen Anne's County, Maryland;

AND WHEREAS, at the time of the making of said loan, it was agreed, as a condition precedent thereto, that this mortgage should be executed to secure and assure the prompt payment of the aforesaid indebtedness and all interest to accrue thereon as evidenced by the said promissory note and any and every renewal and part renewal of the said promissory note, including renewals of renewals, in whole or in part, that may hereafter be made, so long as the said body corporate may consent to accept renewals or part renewals thereof, until the whole of the aforesaid indebtedness of Thirteen Hundred Dollars (\$1,300.00), and all interest to accrue thereon is fully paid, provided that the time for repayment of the aforesaid indebtedness and the interest to accrue thereon, shall not extend beyond the twenty first day of March, nineteen hundred and thirty three;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said William R. Bowers and Lillian E. Bowers, his wife, do hereby grant and convey unto the said body corporate, The Sudlersville Bank of Maryland, its successors and assigns, in fee simple, the following described real estate, to wit:

PARCEL NUMBER ONE

ALL that tract of land or farm situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the north side of the public road leading from Chestertown to Millington, adjoining the lands of Thomas M. Jefferson on the south, the lands of Dr. F. N. Sheppard on the east, the lands of William C. Stevens on the west, and bounded on the north by Chester River, known as "Sandy Hurst", "Sutton's Point", "Chaire's Fisheries", or by whatsoever name or names the same may be called, and containing fifty (50) acres of land, more or less; being the same land which was granted and conveyed unto the said William R. Bowers and Lillian E. Bowers, his wife, by Enoch Clow and Elmira Clow, his wife, by deed bearing date the 24th day of October, 1908, and recorded in Liber S. S. No. 5, folios 419, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER TWO

All that tract, parts of tracts or parcels of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on Chester River, near the town of Crumpton, and on the westerly side of Market Street as shown by the map of said town now on file in the office of the Clerk of the Circuit Court for Queen Anne's County aforesaid, containing one hundred eight (108) acres, three (3) roods and thirty (30) perches of land, more or less; being the same land which was granted and conveyed unto the said William R. Bowers and Lillian E. Bowers, his wife, by Francis N. Sheppard, et al., by deed bearing date the 8th day of June, 1914, and recorded in Liber W. F. W. No. 5, folios 298, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER THREE

ALL that farm or tract of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, at Holden Hill, known as "Tristian Thomas Land", lying on the north side of the public road leading from McGinnis to Millington, sixteen feet from Richard Leager's land, and running thence on the north side of said public road, in an easterly direction to a turn in said road above Holden Hill, in the direction of crumpton; thence by and with said road to the land of Thomas M. Jefferson; thence in a westerly direction to the land of Enoch Clough and Thomas M. Jefferson; thence in a southerly direction (sixteen feet from Richard Leager's land) to the place of beginning, containing thirty four (34) acres of land, more or less; being the same land which was granted and conveyed unto the said William R. Bowers and Lillian E. Bowers, his wife, by Harrison W. Vickers, Attorney and assignee, by deed bearing date the 1st day of April, 1926, and recorded in Liber B. H. T. No. 5, folios 141, etc., 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 any way appertaining.

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

PROVIDED, that if the said William R. Bowers and Lillian E. Bowers, his wife, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said body corporate, The Sudlersville Bank of Maryland, its successors or assigns, the aforesaid sum of Thirteen Hundred Dollars (\$1,300.00) as evidenced by the aforesaid promissory note when and as the same shall become due and payable as above set forth, and any and every renewal of the said promissory note, including renewals or renewals, in whole or in part that may hereafter be made, when and as the same shall become due and payable, and all interest to accrue thereon, and shall fully pay and discharge the whole of the aforesaid indebtedness of Thirteen Hundred Dollars (\$1,300.00) and all 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 William R. Bowers and Lillian E. Bowers, his wife, or either of them, their or either of their heirs and assigns, shall possess said property.

AND the said William R. Bowers and Lillian E. Bowers, his wife, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said body corporate, The Sudlersville Bank of Maryland, its successors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said body corporate, The Sudlersville Bank of Maryland, its successors or assigns, or J. FRANK HARPER and WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, or either of them, its and their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as 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, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said William R. Bowers and Lillian E. Bowers, his wife, or the survivor of them, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said body corporate, The Sudlersville Bank of Maryland, its successors or assigns, or the said J. FRANK HARPER and WILLIAM R. HORNEY, or either of them, its and their said Attorneys, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest,

equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said William R. Bowers and Lillian E. Bowers, his wife, for themselves, and each of them, their and each of their, heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS the hands and seals of the said Mortgagors:

WM. R. BOWERS (SEAL)

TEST: (as to both parties).

LILLIAN E. BOWERS (SEAL)

JOHN F. STOKES

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

I HEREBY CERTIFY that on this 7th day of April in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William R. Bowers and Lillian E. Bowers, his wife, and each acknowledged the foregoing MORTGAGE TO be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

JOHN F. STOKES

Notary Public.
 Notary Public Seal.

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

I HEREBY CERTIFY that on this 7th day of April, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Dudley G. Roe, President of The Sudlersville Bank of Maryland, a body corporate, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing MORTGAGE is true and bona fide as therein set forth, and further made oath as aforesaid that he is a duly authorized officer of the said body corporate to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

JOHN F. STOKES

Notary Public. Notary Public Seal.

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

FOR VALUE RECEIVED, The Sudlersville Bank of Maryland, a body corporate, does hereby transfer and assign the within and foregoing mortgage unto Sara P. Iglehart, for the amount and to the extent of the balance due thereunder, to wit: the sum of Five Hundred Dollars (\$500.00), with interest from the 22nd day of May, 1931, without recourse or guarantee.

WITNESS the hand of the said body corporate by C. Percy Merrick, its Vice-President, attested by and its corporate seal affixed by John F. Stokes, Its Cashier, this 22nd day of Mary, 1931:

THE SUDLERSVILLE BANK OF MARYLAND,

by C. PERCY MERRICK
 Its Vice-President.

ATTEST:

JOHN F. STOKES
 Its Cashier.

Seal's Place.

Queen Anne's County, to wit: Be it remembered that on the eighth day of June, 1934, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby assigns the within mortgage, and note secured hereby to W. Meade Holladay for foreclosure and collection.

Witness my hand & seal this 14th. day of May, 1934.

Witness: Eugene P. Childs

Sara P. Iglehart

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 11, folios 33, 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 Eighth day of June, in the year nineteen hundred and thirty four.

Seal's
Place.

B. HACKETT TURNER Clerk.

CERTIFIED COPY OF BOND
Filed July 5, 1934.

Queen Anne's County, to wit:- Be it remembered that on the fifth day of July, in the year 1934, the following Bond was filed for record, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, W. Meade Holladay of Anne Arundel County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four thousand dollars (\$4,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, 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 3d. day of July, in the year nineteen hundred and thirty four.

WHEREAS, a certain mortgage from William R. Bowers and Lillian E. Bowers, his wife, to the Sudlersville Bank of Maryland, a body corporate, bearing date the 4th. day of August, 1927 and recorded in Liber B. H. T. No. 7, folios 107 etc. a land record book for Queen Anne's County aforesaid, has been, by mesne assignments, duly assigned to the said W. Meade Holladay by assignments recorded among said land records at the foot of said mortgage; AND WHEREAS a certain mortgage from the said William R. Bowers and Lillian E. Bowers, his wife, to the Sudlersville Bank of Maryland, a body corporate, bearing date the 21st. day of March, 1930, and recorded in Liber B. H. T. No. 11, folios 33, etc. a land record book for Queen Anne's County aforesaid, has been, by mesne assignments, duly assigned to the said W. Meade Holladay by assignments recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden W. Meade Holladay, as the assignee as aforesaid of the two above described mortgages, is about to execute the power of sale contained in the said two above described mortgages by making sale of the property described in, granted and conveyed by said mortgages, default having occurred in the terms, conditions and covenants of each of said mortgages by reason of the non-payment of the principal mortgage debts and interest thereon covenanted to be paid by the terms of said mortgages at the times therein provided for the payment thereof; NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that of the above bounden W. Meade Holladay 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:

D. J. Thompson,
Annapolis, Md.

Attest: Edwin G. Meredith.

Seal's
Place.

W. Meade Holladay (SEAL)
United States Fidelity and
Guaranty Company,
By William R. Horney,
Its attorney in fact.

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

Security approved and Bond filed July 5th. 1934.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 277, 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 5th. day of July, in the year 1934.

Seal's
Place.

B. HACKETT TURNER
Clerk.

REPORT OF SALE
Filed July 13th, 1934.

W. MEADE HOLLADAY,
Assignee of Mortgages,

vs.

WILLIAM R. BOWERS and
LILLIAN E. BOWERS, his wife,
Mortgagors.

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

Cause No. 2999.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of W. Meade Holladay, Assignee of the Mortgages hereinafter described, to your Honors, respectfully sets forth:

1. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debts and the interest thereon covenanted to be paid by the terms of said mortgages at the times therein provided for the payment thereof, the said mortgages being as follows:

(a) the mortgage from William R. Bowers and Lillian E. Bowers, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 4th day of August, 1927, and recorded in Liber B. H. T. No. 7, folios 107, etc., a land record book for Queen Anne's County aforesaid, which said mortgage, was, by mesne assignments, duly assigned to the said W. Meade Holladay by assignments recorded among said land records at the foot of said mortgage.

(b) the mortgage from the said William R. Bowers and Lillian E. Bowers, his wife, to the said body corporate, The Sudlersville Bank of Maryland, bearing date the 21st day of March, 1920, and recorded in Liber B. H. T. No. 11, folios 33, etc., a land record book for Queen Anne's County aforesaid, which said mortgage was, by mesne assignments, duly assigned to the said W. Meade Holladay by assignments 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 W. Meade Holladay, Assignee of said Mortgages as aforesaid, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was, by the said Clerk, duly approved prior to the sale hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer and The Queen Anne's Record, two newspapers printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said W. Meade Holladay, the Assignee of said Mortgages as aforesaid, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the 10th day of July, 1934, beginning at the hour of 1:30 o'clock, P. M., and then and there, by virtue and in execution of the powers of sale contained in said mortgages to be exercised in case of default in the terms thereof, default having occurred therein as hereinbefore stated, proceeded to sell the real estate described in and granted by said mortgages, that is to say: he then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale, consisting of three parcels of land, first separately, but receiving no bid therefor except the sum of One Hundred Dollars (\$100.00) for Parcel No. 1, then as a whole, to wit: PARCEL NUMBER ONE: All that tract of land or farm situate, lying and being in the 7th Election District of Queen Anne's County aforesaid, on the north of the public road leading from Chestertown to Millington, adjoining the lands of Thomas M. Jefferson on the south, the lands of Dr. F. N. Sheppard on the east, the lands of William C. Stevens on the west, and bounded on the north by Chester River, known as "Sandy Hurst", "Sutton's Point", "Chaires' Fisheries", or by whatsoever name or names the same may be called, and containing 50 acres of land, more or less; PARCEL NUMBER TWO: All that tract, parts of tracts or parcels of land situate, lying and being in the 7th Election District of Queen Anne's County, aforesaid, on Chester River, near the town of Crumpton, and on the westerly side of Market Street as shown by the map of said town now on file in the office of the Clerk of the Circuit Court for Queen Anne's County aforesaid, containing 108 acres, 3 roods and 30 perches of land, more or less; PARCEL NUMBER THREE: All that farm or tract of land situate, lying and being in the 7th Election District of Queen Anne's County aforesaid, at Holden Hill, known as "Tristian Thomas Land", lying on the north side of the public road leading from McGinnis to Millington, sixteen feet from Richard Leager's land, and running thence on the north side of said public road in an easterly direction to a turn in said road above Holden Hill, in the direction of Crumpton; thence by and with said road to the land of Thos. M. Jefferson; thence in a westerly direction to the land of Enoch Clough and Thomas M. Jefferson, thence in a southerly direction (16 feet from Richard Leager's land) to the place of beginning, containing 34 acres of land, more or less; being the same three parcels of real estate described in and granted by said mortgages, and sold said three parcels of real estate to Sara P. Iglehart, of Anne Arundel County, State of Maryland, at and for the sum of Twenty Five Hundred Dollars (\$2,500.00), she being then and there the highest bidder for said three parcels of real estate as a whole 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 that the purchaser would receive all of the landlord's share of the crops then growing or to be grown on said farm during the year 1934, if any: that possession would be given, subject to the rights of the present tenants thereof, if any, immediately upon compliance with the terms of sale; that the taxes for the year 1934 would be payable by the purchaser and all taxes due and in arrears would be paid by the Assignee; that the fire insurance on the buildings, if any, 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 Sara P. Iglehart, the real owner of said mortgages, has not yet complied with the terms of sale, but has agreed to do so by paying the costs, taxes, etc., into the hands of said Assignee upon demand.

Respectfully submitted,

W. MEADE HOLLADAY
Assignee of Mortgages.

Filed July 13th, 1934.

STATE OF MARYLAND,)
ANNE ARUNDEL COUNTY,) TO WIT:

I HEREBY CERTIFY that on this 12th day of July, in the year nineteen hundred and thirty four, before me, the subscriber, a Notary Public of the State of Maryland in and for Anna Arundel County aforesaid, personally appeared W. Meade Holladay, Assignee of Mortgages, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
Public
Seal.

IOLA G. PHIBBONS
Notary Public.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed July 13, 1934.

ASSIGNEE'S SALE OF THREE
VALUABLE
TRACT OF LAND

Default having occurred in the two following mortgages, to wit: the mortgage from William R. Bowers and Lillian E. Bowers, his wife, To The Sudlersville Bank of Maryland, a body corporate, dated August 4th, 1927, and recorded in Liber B. H. T. No. 7, folios 107, etc., a land record book for Queen Anne's County, Maryland, and the mortgage from the said William R. Bowers and Lillian E. Bowers, his wife, to the said body corporate, The Sudlersville Bank of Maryland, dated March 21st, 1930, and recorded in Liber B. H. T. No. 11, folios 33, etc., another land record book for Queen Anne's County aforesaid, both of which said mortgages have been, by mesne assignments, duly assigned to W. Meade Holladay, by assignments recorded at the foot of said mortgages, the undersigned, assignee of said mortgages, by virtue of the power of sale contained in said mortgages, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, JULY 10th, 1934 beginning at the hour of 1:30 O'clock, P. M., the property conveyed by said mortgages, consisting of:

PARCEL NO. 1

ALL that tract of land or farm situate, lying and being in the 7th Election District of Queen Anne's County aforesaid, on the north of the public road leading from Chestertown to Millington, adjoining the lands of Thomas M. Jefferson on the south, the lands of Dr. F. N. Sheppard on the east, the lands of William C. Stevens on the west, and bounded on the north by Chester River, known as "Sandy Hurst", "Sutton's Point", "Chaires' Fisheries", or by whatsoever name or names the same may be called and containing 50 acres of land, more or less.

PARCEL NO. 2

ALL that tract, parts of tracts or parcels of land situate, lying and being in the 7th Election District of Queen Anne's County, aforesaid, on Chester River, near the town of Crumpton, and on the westerly side of Market Street as shown by the map of said town now on file in the office of the Clerk of the Circuit Court for Queen Anne's County aforesaid, containing 108 acres, 3 rods and 30 perches of land, more or less. The improvements consist of a dwelling in good condition and numerous houses for the raising of poultry.

PARCEL NO. 3

ALL that farm or tract of land situate, lying and being in the 7th Election District of Queen Anne's County aforesaid, at Holden Hill, known as "Tristian Thomas Land", lying on the north side of the public road leading from McGinnis to Millington, sixteen feet from Richard Leager's land, and running thence on the north side of said public road in an easterly direction to a turn in said

road above Holden Hill, in the direction of Crumpton; thence by and with said road to the land of Thos. M. Jefferson; thence in a westerly direction to the land of Enoch Clough and Thomas M. Jefferson, thence in a southerly direction (16 feet from Richard Leager's land) to the place of beginning, containing 34 acres of land, more or less. Improvements consist of a dwelling and outbuildings.

TERMS OF SALE: 1/3 of the purchase price will be required on the day of sale, and the balance of said purchase price will be required in two equal installments, payable, respectively, in 6 and 12 months from the day of sale or all cash, at the option of the purchaser or purchasers, 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 or purchasers with security, to be approved by the undersigned. Further particulars will be made known on day of sale.

W. MEADE HOLLADAY,
Assignee of Mortgage
Harper and Horney, Attorneys,
J. Elmer Anthony, Auctioneer.

The purchaser may secure a reasonable loan on any or all of these properties.

THE CENTREVILLE OBSERVER

Centreville, Md., July 11, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of W. Meade Holladay Assn. vs. Wm. R. Bowers and Lillian E. Bowers 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 14th day of June, 1934, being more than twenty days before the 10th day of July 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

"EXHIBIT A" Filed July 13th, 1934.

By BERTHA G. DURNEY

N I S I

W. Meade Holladay
Assignee of Mortgage

VS.

William R. Bowers
Lillian E. Bowers, his wife, Mortgagors

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY No. 2999

ORDERED, this 13th day of July A. D., 1934, that the sale of the real estate made and reported in this cause by W. Meade Holladay, assignee of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st day of August next.

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

Filed July 13th, 1934.

B. HACKETT TURNER Clerk.

STATEMENT OF MORTGAGE DEBTS
Filed Sept. 21st, 1934.

W. MEADE HOLLADAY,
Assignee of Mortgages,

vs.

WILLIAM R. BOWERS and
LILLIAN E. BOWERS, his wife.
Mortgagors.

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

Cause No. 2999.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debts and interest owing as of the day of sale, under the following mortgages, to wit: the mortgage from William R. Bowers and Lillian E. Bowers, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 4th day of August, 1927, and recorded in Liber B. H. T. No. 7, folios 107, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was by mesne assignments duly assigned to the said W. Meade Holladay, said assignments being recorded among said land records at the foot of said mortgage; and the mortgage from the said William R. Bowers and Lillian E. Bowers, his wife, to the said body corporate, The Sudlersville

Bank of Maryland, bearing date the 21st day of March, 1930, and recorded in Liber B. H. T. No. 11, folios 33, etc., another land record book for Queen Anne's County aforesaid, which said mortgage was by mesne assignments duly assigned to the said W. Meade Holladay, said assignments being recorded among said land records at the foot of said mortgage;

Amount of the principal mortgage debt secured by the said first mortgage attached hereto and evidenced by said mortgage and the promissory note attached thereto,-----\$2,000.00

Amount of interest due on said first mortgage from August 21st, 1932, (the date to which it was last paid), to July 10th, 1934, (the date of sale),----- 226.33

Amount of the balance due on the principal mortgage debt secured by the said second mortgage attached hereto and evidenced by said mortgage and the promissory note attached thereto,--500.00

Amount of the interest due on said second mortgage from the said 21st day of August, 1932, to the said 10th day of July, 1934,----- 56.48

Total amount of principal mortgage debts and interest owing as of the said 10th day of July, 1934,-----\$2,782.81

STATE OF MARYLAND, }
Queen Anne's county, } TO WIT:

I HEREBY CERTIFY that on this 21st day of September, 1934, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared W. Meade Holladay, Assignee of Mortgages, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true to the best of his knowledge and belief.

B. HACKETT TURNER
Clerk.

Filed Sept. 21st, 1934.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Sept. 22, 1934.

N I S I

In The Circuit Court For Queen Anne's County In Equity Chancery No. 2999.

W. Meade Holladay
Assignee of Mortgage
vs.
William R. Bowers,
Lillian E. Bowers, his wife
Mortgagors

ORDERED, This 13 day of July A. D., 1934, that the sale of the real estate made and reported in this cause by W. Meade Holladay, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st day of August next.

The Report states the amount of sales to be \$2,500.00.

B. HACKETT TURNER, Clerk
True Copy-
Test: B. HACKETT TURNER, Clerk
Filed July 13th, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md. Sept. 22 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of W. Meade Holladay Assn. of Mortgage vs. William R. Bowers and Lillian E. Bowers 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 weeks the first publication thereof having been made in said newspaper on the 19th day of July, 1934, being more than four weeks before the 21st day of August, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Sept. 22, 1934.

By BERTHA G. DURNEY

ORDER OF COURT
Filed Sept. 24, 1934.

W. MEADE HOLLADAY,
Assignee of Mortgages,

vs.

WILLIAM R. BOWERS and
LILLIAN E. BOWERS, his wife,
Mortgagors.

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

Cause No. 2999.

ORDERED, this 22nd day of September, 1934, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by W. Meade Holladay, Assignee of Mortgages, 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 W. Meade Holladay, Assignee of Mortgages as aforesaid, is allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the Auditor.

THOMAS J. KEATING

Filed Sept. 24th, 1934.

REPORT AND ACCOUNT
OF THE AUDITOR
Filed October 10, 1934.

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

W. Meade Holladay, assignee
of mortgages,

vs.

William R. Bowers, and
Lillian E. Bowers, his wife,
mortgagors.

Cause No. 2999.

To the Honorable, the Judges of said Court:-

I, Madison Brown, your auditor, unto Your Honors respectfully sets forth:-

From an examination of the proceedings of this cause I find that the proceedings were had for the collection of two mortgage debts due under two different mortgages by one sale of the mortgaged property, one mortgage being a first and the other a second mortgage on the same property.

I find that the proceeds of the sale are not sufficient to pay but a part of the first mortgage after deducting from the gross proceeds of sale certain taxes due on the property unpaid and in arrear at the time of the sale and those commissions and costs which would be chargeable against the proceeds of sale if the foreclosure herein had been under the first mortgage alone.

In the within account I have charged W. Meade Holladay, the plaintiff and vendor of the cause, with the gross proceeds of the sale and have then allowed thereout as follows:
Unto the said vendor the commissions and costs of his sale and the taxes on the mortgaged property to be paid by terms of sale out of proceeds of sale,
Unto the said W. Meade Holladay as assignee of the first mortgage the balance of the gross sale then remaining after these allowances as a credit on the amount due him on the first mortgage as of the day of sale.

I have appended a statement showing the amount of debt remaining due to him after this credit mentioned is given under the mortgages.

Which is respectfully submitted.

MADISON BROWN,

Auditor.

October 10, 1934.

The proceeds of the sale of the mortgaged real estate of William R. Bowers and Lillian E. Bowers, his wife, the mortgagors making the mortgages through which the sales of this cause were made, in account with W. Meade Holladay, assignee of said mortgages and the vendor making the sales reported in this cause.

1934

CR.

July

10

By amount of the gross sales of said real estate per report filed in this cause, to wit: sum of \$2,500.00

1934

DR.

July

10

To W. Meade Holladay, vendor as aforesaid, for his commissions for making the sale per terms of first mortgage, the sum of \$145.00

To do., for the Court costs of these proceedings per costs statement of Clerk as follows:

Costs of B. H. Turner, clerk:	<u>22.75</u>	32.75
To do., for the cost of his bond with corporate surety thereon filed in this cause paid said surety per receipt of same exhibited, to wit:		16.00
To do., for the amount paid J. E. Anthony, auctioneer for crying the sale, per receipt for same, to wit:		15.00
To do., for cost of advertising notice of sale in Queen Anne's Record per receipted account for same, the sum of		21.76
To do., for the cost of advertising in The Centreville Observer, per receipted account for same, notice of sale	<u>\$22.00</u>	28.25
order nisi on sale and on audit	<u>6.25</u>	
To do., for amount paid to F. C. Stevens, late collector of taxes for State and County taxes on mortgaged property		353.62
for year 1928 per tax bill	\$108.31	
for year 1929 per tax bill	103.33	
for year 1930 per tax bill	98.55	
for year 1930 per tax bill	<u>43.43</u>	
To do., for State and County taxes paid Anna Q. Skinner on mortgage property		329.89
for year 1931 per tax bill ,	\$ 93.57	
for year 1931 per tax bill	41.37	
for year 1932 per tax bill	82.06	
for year 1932 per tax bill	36.30	
for year 1933 per tax bill	53.39	
for year 1933 per tax bill	<u>23.20</u>	
Amounts carried forward		<u>\$942.27</u> <u>\$2,500.00</u>

Cause No. 2999

	DR.	CR.
Amounts brought forward	\$942.27	\$2,500.00
To Madison Brown, auditor, for stating this account, the sum of	9.00	
To W. Meade Holladay as assignee of the first mortgage mentioned in these proceedings, this balance which is not sufficient to pay his first mortgage claim in full, to wit: sum of <u>1,548.73</u>		
	<u>\$2,500.00</u>	<u>\$2,500.00</u>

October 10, 1934

MADISON BROWN
Auditor.

STATEMENT OF DEBT.

William R. Bowers and Lillian E. Bowers, his wife,		
to		
	W. Meade Holladay,	DR.
1934, July 10-	To amount due by them to him on this date as principal on mortgage called herein "first mortgage" per statement filed	\$2,000.00
	To amount of interest due by them to him on said first mortgage by way of interest per said statement	<u>226.33</u> \$2,226.33
	CR. As of this date being amount distributed to him above as net sales	<u>1,548.73</u>
1934, July 10-	Dr. To balance due him with interest from this date	\$677.60
1934, July 10-	To amount of principal due on mortgage called herein "second mortgage" on this date per said statement	\$500.00
	To amount of interest due on said mortgage on this date per said statement	<u>56.48</u>
	To amount due as of this second mortgage, principal and interest	\$556.48

October 10, 1934.

MADISON BROWN,
Auditor.

Filed October 10th, 1934.

NISI RATIFICATION OF AUDIT

W. Meade Holladay, Assignee
of Mortgages

VS.

William R. Bowers and
Lillian E. Bowers, his wife,
Mortgagors.

) IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

) CASE No. 2999.

ORDERED, This 10th. day of October in the year nineteen hundred and 34 that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th. day of November, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of October, 1934 in some newspaper printed and published in Queen Anne's County.

Filed Oct. 10, 1934.

B. HACKETT TURNER Clerk

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Nov. 26, 1934.

NISI RATIFICATION OF AUDIT

W. Meade Holladay, Assignee
of Mortgages
VS.

William R. Bowers and
Lillian E. Bowers, his wife,
Mortgagors.

In The Circuit Court For Queen Anne's County In Equity

Case No. 2999.

ORDERED, This 10th day of Oct. in the year nineteen hundred and thirty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th day of November, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 27th day of October, 1934 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk

True copy,

Test: B. HACKETT TURNER, Clerk

Filed October 10th, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md., Nov. 26, 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of W. Meade Holladay Assn. vs. Wm. R. Bowers & Lillian E. Bowers 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 two successive weeks the first publication thereof having been made in said newspaper on the 11 day of October, 1934, being more than two weeks before the 27th day of October, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Nov. 26, 1934.

ORDER OF COURT
Filed Jan. 11, 1935.

W. MEADE HOLLADAY,
Assignee of Mortgage,

vs.

WILLIAM R. BOWERS and
LILLIAN E. BOWERS, his wife,
Mortgagors.

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

) Cause No. 2999.

FINAL RATIFICATION OF AUDIT

ORDERED, this tenth day of January, in the year nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Assignee, W. Meade Holladay, 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 Jan. 11th, 1935.

THOS. J. KEATING

Chancery No. 2994.

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

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

A. Sydney Gadd, surviving executor and trustee under will of Margaret T. Gadd, and John Denwood Gadd, Assignees, plaintiffs,

versus

Luther R. Leager, and Bessie T. Leager, his wife, defendants.

To B. H. Turner, clerk:

Docket suit on your chancery court in accordance with above titling. File in the papers thereof a certified copy of the morggage and all assignments thereof from Luther R. Leager and Bessie T. Leager, his wife, to Thomas J. Keating, attorney, dated December 27, 1927 and recorded in Liber W. F. W. No. 11, folio 283, Land Record Book of said county.

MADISON BROWN
Attorney for Plaintiffs.

CERTIFIED COPY OF MORTGAGE
Filed May 10, 1934.

.....

#6291. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty-ninth day of December, in the year nineteen hundred and seventeen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, Made this twenty seventh day of December, in the year nineteen hundred and seventeen, by Luther R. Leager and Bessie T. Leager, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, Thomas J. Keating, of Queen Anne's County, Maryland, Attorney, has loaned and advanced unto the said Luther R. Leager and Bessie T. Leager, his wife, the full sum of Seven Thousand Dollars (\$7,000.00), which said sum has been applied by the said Luther R. Leager and Leager, his wife, to the completion of the payment of the unpaid purchase money for the real estate herein-after described and conveyed;

AND WHEREAS the said Luther R. Leager and Bessie T. Leager, his wife, have, jointly and severally, agreed to pay unto the said Thomas J. Keating, Attorney, said sum of Seven Thousand Dollars at the expiration of five year from the date hereof, with the interest thereon payable in the meantime semi-annually from the date hereof at the rate of five and one-half per centum per annum, and to secure the prompt payment of the said principal debt and interest by the execution of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH That in consideration of the premises and the said sum of Seven Thousand Dollars (\$7,000.00), the said Luther R. Leager and Bessie T. Leager, his wife, do hereby grant and convey unto the said Thomas J. Keating, Attorney, his heirs and assigns, in fee simple, the following real estate, to wit:- All that tract of land or farm known as the "Crawford Farm", situate in the Sixth Election District of Queen Anne's County, Maryland, with a portion thereof extending into Caroline County, Maryland, on the south side of the public road leading from Ruthsburg to Bridgetown, adjoining the Eldridge Downes Farm whereon Rhyner B. Downes now resides, adjoining the lands of Elmer Cole and adjoining the lands of others, containing Two hundred eighty seven and one half acres, more or less, being the same and all the land described in the deed to the said Luther R. Leager and Bessie T. Leager, his wife, from Lacy A. Robinson and Zada A. Robinson, his wife, bearing even date herewith and intended to be recorded among the land record books for Queen Anne's County, Maryland, immediately preceding the recording of this mortgage, and to which said deed and the references therein contained reference is hereby specially made.

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

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

PROVIDED, that if the said Luther R. Leager and Bessie T. Leager, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said Thomas J. Keating, Attorney, his successors, executors, administrators or assigns, the aforesaid sum of Seven Thousand Dollars (\$7,000.00) 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 their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Luther R. Leager and Bessie T. Leager, his wife, heirs and assigns, shall possess said property.

AND the said Luther R. Leager and Bessie T. Leager, his wife, jointly and severally, for themselves and each of them and for their and each of their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's Commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Thomas J. Keating, 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 moneys owing hereunder or secured hereby shall be due and demandable and the said Thomas J. Keating, Attorney, his successors, executors, administrators or assigns, or Thomas J. Keating their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making 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 mortgagors, or whoever may be entitled to the same.

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

AND it is hereby agreed and understood that the said mortgagors shall be permitted to make payments on account of the said principal debt at and after the expiration of two years from the date hereof; provided the said payments shall not be less than the sum of Five Hundred Dollars (\$500.00) nor more than the sum of One Thousand Dollars (\$1,000.00) and shall be made at the maturity of an interest period and that sixty days previous notice be given of the amount of any partial payment.

WITNESS the hands and seals of the grantors the day and year first above written:-

TEST:

Robert Coursey.

LUTHER R. LEAGER (SEAL)

BESSIE T. LEAGER (SEAL)

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

I hereby certify that on this twenty-seventh day of December, in the year nineteen hundred and seventeen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Luther R. Leager and Bessie T. Leager, his wife, and each acknowledged the foregoing Mortgagor to be their respective act and deed; and at the same time before me also personally appeared Thomas J. Keating, Attorney, and made oath in due form of law that the consideration stated in the foregoing mort-

gage is true and bona fide as therein set forth.

Robert Coursey
Justice of the Peace.

Queen Annes County, to wit: Be it remembered that on the seventh day of March 1921, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and foregoing mortgage to A. Sydney Gadd Guardian to A. Sydney Gadd Jr. to Margaret T. Gadd in the following amounts, to wit:

As Guardian to A. Sydney Gadd in the sum of \$2000.00
As Guardian to John D. Gadd in the sum of \$2500.00, and
As Guardian to Margaret T. Gadd in the sum of \$2500.00

Witness my hand and seal this seventh day of March, in the year 1921.

Wm. McKenney

Thos. J. Keating
Attorney (SEAL)

Queen Annes County, to wit: Be it remembered that on the twenty seventh day of December, in the year Nineteen Hundred and Twenty-Six the following Assignment was brought to be recorded, to wit:

For value received, I hereby assign and transfer the within and foregoing mortgage unto my late ward, my son, A. Sydney Gadd, junior, (named in the assignment to me), to the extent of two thousand dollars being the sum secured by said mortgage which was assigned to me as his guardian in the assignment to me, the said A. Sydney Gadd being now of legal age and entitled to that part of the debt hereby assigned as his property.

For value received, I hereby assign and transfer the within and foregoing mortgage unto Margaret Gadd Ashley, now of legal age, my late ward under the name of Margaret Taylor Gadd (named in the assignment the assignment of this mortgage to me) to the extent of twenty five hundred dollars, being that part of the sum secured by said mortgage which was assigned to me as her guardian in the assignment to me, the Margaret Taylor Gadd having by marriage become the said Margaret Gadd Ashley and entitled to that part of the debt hereby assigned to her as her property.

That part of the mortgage debt not hereby assigned, to wit: twenty five hundred dollars, I hereby retain as the property of John Denwood Gadd the same having assigned to me as his guardian.

It is understood and agreed, that those two parts of the mortgage debt hereby assigned and that part of the mortgage debt not hereby assigned, shall stand pari passu, or on an equal footing.

In witness whereof, I hereunto subscribe my name and affix my seal the twenty first day of December, nineteen hundred and twenty six.

A. Sydney Gadd (SEAL)
Guardian of A. Sydney Gadd, of
Margaret T. Gadd and John Denwood Gadd.

Queen Anne's County, to wit: Be it remembered that on the 6th day of Sept. in the year nineteen hundred & twenty eight, the following Assignment was brought to be recorded, to wit:

For value received, the within and foregoing mortgage (given by Luther R. Leager and Bessie T. Leager, his wife, to Thomas J. Keating, Attorney, dated December 27, 1917, recorded in Liber W. F. W. No. 11, fol. 283) I hereby assign and transfer to the extent of my estate therein by assignment to me, which is the sum of twenty five hundred dollars with interest from December 27, 1927, unto A. Sydney Gadd, as surviving executor and trustee of the trust created by item seven of the last will and testament of Margaret T. Gadd, for her daughter, Margaret T. Gadd, now Margaret G. Ashley, for life, and for and as the property of said trust.

Witness my hand and seal this first day of June, nineteen hundred and twenty eight.

Test:-Madison Brown

Margaret G. Ashley (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 21st day of March, in the year 1929, the following Assignments were brought to be recorded, to wit:

For value received I hereby assign and transfer without recourse or guarantee unto John Denwood Gadd the within and foregoing mortgage (to the extent of two thousand dollars, the principal debt due to me under said mortgage) from Luther R. Leager and Bessie T. Leager, his wife, to Thomas J. Keating, Attorney, dated December 17, 1927, and recorded in Liber W. F. W. No. 1, folio 283, a Land Record Book of Queen Anne's County, the debt hereby assigned to bear interest from the date of this assignment, and I hereby reserve unto myself all interest which may be due to me under said mortgage up to the date of this assignment.

Witness my hand and seal this 11th day of March, in the year nineteen hundred and twenty nine.

Test: Thos. J. Keating, Jr.

A. S. GADD JR. (SEAL)

For value received, I hereby assign and transfer unto John Denwood Gadd, my late ward, now of age, to the extent of twenty five hundred dollars the within and foregoing mortgage from Luther R. Leager and Bessie T. Leager, his wife, to Thomas J. Keating, attorney, dated December 27, 1917 (recorded in Liber W. F. W. No. 11, fol. 283). The sum hereby assigned is that mentioned in assignments other parts of the mortgage debt dated December 21, 1926, as the property of the said John Denwood Gadd, and the same bears interest from December 27, 1927, to which date interest on \$2500.00 a/sd. has been paid.

Witness my hand and seal this twenty seventh day of August, in the year nineteen hundred and twenty seven.

A. Sydney Gadd (SEAL)
Guardian to John Denwood Gadd,
(A. Sydney Gadd and Margaret T.
Gadd) assignee.

Test: Madison Brown

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 11, folios 283, 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 May, in the year nineteen hundred and thirty four.

Seal's
Place.

B. HACKETT TURNER Clerk.

CERTIFIED COPY OF BOND
Filed May 12, 1934.

Queen Anne's County, to wit: Be it remembered that on the twelfth day of May, in the year 1934, 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, A. Sydney Gadd, of Queen Anne's County, State of Maryland surviving executor of the last will and testament of Margaret T. Gadd, deceased, and trustee of the trust created by the will of said deceased for Margaret T. Gadd, daughter of said deceased, for her life, as one principal and John Denwood Gadd, of Baltimore County in the same State, as the other 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 legal authority to become the sole surety on bonds of trustees, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of eighty 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 12th. day of May, in the year nineteen hundred and thirty four.

WHEREAS by a mortgage bearing date December 27, 1917, and recorded in Liber W. F. W. No. 11, on folio 283, a land record book of said county, Luther R. Realger and Bessie T. Leager, his wife, did grant and convey certain land therein described unto Thomas J. Keating, attorney, to secure the payment of seven thousand dollars and interest thereon; and

WHEREAS the said Thomas J. Keating, attorney, assigned said mortgage unto A. Sydney Gadd, guardian, and said mortgage after mesne assignments has become duly vested by assignments in the said principals and the said mortgage remains unpaid, and

WHEREAS the said principals because default has occurred in the payment of said mortgage debt, in the payment of certain interest thereon, in the payment of certain state and county taxes, which the said mortgagors by said mortgage did covenant to pay and because of default in the other covenants of said mortgage are about to sell the mortgaged property under the power of sale now vested in them as assignees of said mortgage by the terms thereof;

NOW THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden A. Sydney Gadd, surviving executor and trustee as aforesaid, and the above bounden John Denwood Gadd shall well and truly abice by and fulfill

any order or decree which shall be made by any Court of equity in relation to the sale of the mortgaged property, or the proceeds thereof, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue in law.

A. Sydney Gadd, (SEAL)
John Denwood Gadd, (SEAL)

Signed, sealed and delivered
in the presence of
Frances Butler.

American Surety Company of New York,
By Madison Brown,
Its Attorney in fact. Seal's
Place.

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

Security approved and Bond filed May 12th. 1934.
B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from
Liber B. H. T. No. 1, folio , 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 May, in the year 1934.

Seal's
Place.

B. Hackett Turner Clerk.

REPORT OF SALE
Filed May 12, 1934.

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

A. Sydney Gadd, surviving
executor and trustee under
the will of Margaret T.
Gadd, and
John Denwood Gadd, Assignees,
Plaintiffs,

versus
Luther R. Leager, and
Bessie T. Leager,
his wife,
Defendants.

Cause No. 2994.

To the Honorable, the Judges of said Court:

The report of the above named plaintiffs unto Your Honors respectfully
sets forth:-

1. That by a mortgage dated December 27, 1917, and recorded in Liber W. F. W. No. 11, a land record book of said county, on folio 283, made to secure the payment of \$7,000.00 and certain interest thereon, the defendants conveyed certain land therein described unto Thomas J. Keating, attorney, who duly assigned said mortgage unto A. Sydney Gadd, guardian, and which mortgage after mesne assignments has been vested in the plaintiffs in the following amounts:-
in the said A. Sydney Gadd, surviving executor and trustee, in the sum of twenty five hundred dollars and in the said John Denwood Gadd in the sum of forty five hundred dollars a certified copy of said mortgage and assignments thereof has been filed in this cause.
2. That prior to the day of sale hereinafter mentioned the plaintiffs gave notice of the time, place, manner and terms of sale hereinafter mentioned by an advertisement inserted in the Queen Anne's Record, a weekly newspaper published in said County, for more than 21 days before the said day of sale, said advertisement appearing in the editions of said paper appearing these dates:
April 19, 1934; April 26, 1934; May 3, 1934; May 10, 1934;
a copy of said advertisement with a certificate of its publication made by the publishers of said paper is filed herewith as part of this report.
3. That prior to the time of sale hereinafter mentioned your plaintiffs filed with the Clerk of this Court their bond to the State of Maryland in the penal sum of Eight thousand five hundred dollars with corporate surety thereon and containing the condition required of them as parties, assignees, about to sell the mortgaged property in the power of sale in said mortgage contained, and the said Clerk approved said bond and accepted same.

4. That prior to the first advertisement mentioned defaults in the covenants of said mortgage were made by the mortgagors by (1) their non-payment of the mortgage debt, (2) their non-payment of certain interest covenanted by them to be paid on said debt, (3) the non-payment of certain taxes levied against the mortgaged property to which they by said mortgage covenanted to pay and (4) by the non-performance and non-observance of certain other covenants of said mortgage.

5. That pursuant to the notice of sale mentioned your plaintiffs did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Saturday, May 12, 1934, at the hour of 1 o'clock, P. M., and then and there proceeded to sell under the power of sale mentioned, because of the defaults mentioned, the mortgaged property hereinafter mentioned in the following manner, to wit:

All that farm or tract of land called "The Crawford Farm" and/or as "The Luther R. Leager Farm" situate in the Sixth Election District of Queen Anne's County, Maryland, on the south side of the public road leading from Ruthsburg to Bridgetown (in Caroline County) adjoining the Eldridge Downes Farm, and the land of Elmer Cole, or of his heirs, containing 287 acres of land, more or less, and being all that part of the land conveyed by said mortgage which is situated in Queen Anne's County only, and sold said mortgaged property unto John Denwood Gadd (individually) and unto A. Sydney Gadd, the latter buying as trustee of the trust estate created by the will of Margaret T. Gadd for the benefit of her daughter, Margaret T. Gadd, now Margaret Gadd Ashley, for life, as tenants in common; they being then and there the highest bidder for said land at and for the sum of six thousand dollars.

The purchasers have purchased said property in the following proportions: The said John Denwood Gadd becomes the purchaser of 64% and the said trustee becomes the purchaser of 35% of said property and the same upon payment of the purchase money will be conveyed to them upon the proportions represented by said percentage, exact proportions being as follows--John Denwood Gadd's proportion being .642857 per cent, and the other purchasers being .357143 per cent. of the land.

6. That at the beginning of the sale your plaintiffs stated that only that part of the mortgaged land lying in Queen Anne's County would be sold and that part of said land lying in Queen Anne's County would be sold and that part of said land lying in Caroline County would not be offered.

Your plaintiffs offered said farm on the advertised terms of sale and the following additional terms.

The purchaser will be entitled to possession of the land on ratification of the sale, the purchaser will be entitled to receive the landlord's share of the corn crop now growing on said land and will be required to pay the state and county taxes to be levied for the current year. The growing wheat crop will be reserved from the sale. A small part (about five acres) of the mortgaged land lies in Caroline County and this part will not be offered for sale under mortgage. All of the mortgaged land situate in Queen Anne's County will be offered for sale. Insurance will be adjusted to day of sale.

Which is respectively submitted.

A. SYDNEY GADD
surviving executor & trustee.

JOHN DENWOOD GADD.

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

I hereby certify that on this 12th day of May in the year nineteen hundred and thirty four before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared A. Sydney Gadd, surviving executor and trustee, above named, and John Denwood Gadd, also above named, the parties making the Report of Sale above set forth and each did make oath in due form of law that the matters and things stated in said Report of Sale are true as therein set forth to the best of their knowledge and belief, and that the sale therein mentioned was fairly made.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

Notary
Public
Seal.

FRANCES BUTLER
Notary Public.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed May 12, 1934.

MORTGAGE SALE OF
VALUABLE FARM

Default has occurred in the covenants of the mortgage given by Luther R. Leager and Bessie T. Leager, his wife, to Thomas J. Keating dated December 27, 1917 and recorded in Liber W. F. W. No. 11, on folio 283, a land record book of Queen Anne's County, and now held by the undersigned assignees who in execution of the power of sale contained in said mortgage to be exercised by the assignees thereof in case of such default will sell (because of said default) at public sale to the high-

est bidder in front of the Court House in the town of Centreville, Queen Anne's County, Maryland on SATURDAY, MAY 12, 1934 at 1 o'clock, P. M. all that farm or tract of land called or known as "The Crawford Farm" and as "The Luther R. Leager Farm" situate in the Sixth Election District of Queen Anne's County, Maryland on the south side of the public road leading from Ruthsburg to Bridgetown (in Caroline County) adjoining the Elridge Downes farm where Walter Cole lives and also adjoining the land of Elmer Cole or his heirs and containing two hundred eighty-seven (287) acres of land, more or less.

Improvements consist of a frame dwelling house, barn and stable combined, carriage house, double corn crib, implement shed, poultry house, eight (8) brooder houses, six (6) roosting houses, and three (3) open air poultry roosts. This farm is located less than a mile from the stone road at Bridgetown and therefore conveniently located with reference to Ridgely, Church Hill, Centreville and Denton and it is further described in the mortgage.

TERMS OF SALE: One-third of the purchase money will be required to be paid in cash at the time of the sale, and the balance of the purchase money upon ratification of the sale by the Court with an option to the purchaser to pay all cash at the time of the sale. The deferred payment will bear interest from time of sale. Title papers and revenue stamps to be at the cost of purchaser. Further particulars made known on day of sale.

A. SYDNEY GADD, Trustee,
JOHN DENWOOD GADD
Assignees.

J. E. Anthony, Auctioneer.
Madison Brown, Attorney.
Centreville, Maryland.

THE QUEEN ANNE'S RECORD

Centreville Maryland

May 10, 1934.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the notice of mortgage sale in the case of A. S. Gadd, et al vs. Luther R. Leager, et al a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for 4 successive weeks the first publication thereof having been made in said newspaper on the 19th day of April, 1934; being more than 21 days before the 12th day of May 1934.

THE QUEEN ANNE'S PUBLISHING CO., INC.

Dates of Issue April 19-26 May 3-10.

By Roy H. Wilson.

N I S I

A. Sydney Gadd, surviving
executor and trustee under
will of Margaret T. Gadd and
John Denwood Gadd, Assignees,
Plaintiffs

VS.

Luther R. Leager, and
Bessie T. Leager,
his wife,
Defendants.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY No. 2994 Chy.

ORDERED, this 12th. day of May, A. D., 1934, that the sale of the real estate made and reported in this cause by A. Sydney Gadd, surviving executor & Trustee and John Denwood Gadd, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th. 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 18th. day of June next.

The Report states the amount of sales to be \$6,000.00.

Filed May 12th. 1934.

B. HACKETT TURNER Clerk.

MENT
STATE/OF DEBT
Filed August 1st, 1934.

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

A. Sydney Gadd, surviving executor
and trustee under will of Margaret
T. Gadd, deceased, and
John Denwood Gadd, Assignees, Plaintiffs,
vs.

Luther R. Leager and
Bessie T. Leager, his wife, Defendants.

Cause No. 2994.

STATEMENT OF THE DEBT
due under mortgage mentioned
in above cause.

Amount of principal debt secured by mortgage from
defendants to Thomas J. Keating dated December 27,
1917 (recorded in Liber W. F. W. No. 11, folio 283)
held by plaintiffs by assignments \$7,000.00

Interest due thereon from Dec. 27, 1930 to May 15,
1934 @ 5½ per centum 1,302.56
\$8,302.56

CREDITS THEREON

Rents received from the mortgaged land
from corn - 1932 \$115.23
" corn - 1933 236.00
" wheat - 1933 79.20
" wheat - 1932 116.35
\$546.78

Less amounts expended.
for seed wheat - 1931 52.80
fertilizer 70.00
clover seed 35.00
157.80
\$388.98

Less amounts paid by Assignees
for taxes 1931 131.78
Insurance 112.86
244.64

Leaving as credit on mortgage debt \$144.34 144.34

Amount of debt due on May 15, 1934 \$8,158.22

NOTE: The unpaid taxes for 1932 and 1933 are not included.
NOTE: The estate of A. Sydney Gadd as trustee under the will of Margaret T. Gadd
for her daughter, Margaret T. Gadd, for life with remainder to her children is -
.357143 per cent. of said debt. The estate of John D. Gadd is - .642857 per cent.
of said debt.

A. SYDNEY GADD
JOHN DENWOOD GADD
per S. S. Gadd.

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

I hereby certify that on this 1st day of August in the year
nineteen hundred and thirty four, before me the subscriber, Clerk of Circuit Court
for Queen Anne's County, personally appeared A. Sydney Gadd, surviving executor and
trustee, one of the assignees named above, and he made oath in due form of law that
the foregoing statement is a true statement of the mortgage indebtedness due under
the mortgage mentioned in the foregoing statement as of May 15, 1934 to the best of
his knowledge and belief.

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

CERTIFICATE OF PUBLIC OF ORDER NISI
Filed August 1, 1934.

ORDER NISI

A. Sydney Gadd, surviving executor and
trustee under will of Margaret T. Gadd
and John Denwood Gadd, Assignees, Plaintiffs
VS.
Luther R. Leager, and Bessie T. Leager, his
wife, Defendants.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2994 Chy.

ORDERED, This 12th day of May, A. D., 1934, that the sale
of the real estate made and reported in this cause by A. Sydney Gadd, surviving
executor and trustee and John Denwood Gadd, be ratified and confirmed, unless cause
to the contrary thereof be shown on or before the 18th 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 18th day
of June next.

The Report states the amount of sales to be \$6,000.00.

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

Filed May 12th. 1934.

THE QUEEN ANNE'S RECORD
Centreville Maryland

July 31, 1934

THE QUEEN ANNE'S PUBLISHING CO. INC., hereby certifies, that the Order Nisi in the case of A. Sydney Gadd, Executor vs. Luther R. Leager and Bessie T. Leager, Defendants a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks (the first publication thereof having been made in said newspaper on the 17th day of May 1934), before the 18th day of June 1934.

THE QUEEN ANNE'S PUBLISHING CO., INC.

Filed Aug. 1, 1934.

By Marie K. Connolly

CERTIFIED COPY OF ORDER OF
ORPHANS' COURT
Filed Aug. 7, 1934.

In the Orphans' Court for Queen Anne's County.

In the Matter of the Administration
of the Estate of

MARGARET T. GADD,
and

In the Matter of the Trust Created by the
will of said MARGARET T. GADD for the benefit
of her daughter, MARGARET T. GADD, now
Margaret Gadd Ashley, for life.

To the Honorable, the Judges of said Court:

The Petition of A. Sydney Gadd, the trustee under the will of
said deceased of a trust, above mentioned, created by her said will, unto Your
Honors respectfully sets forth:

That on May 12, 1934 your trustee had of the funds of the trust estate, mentioned
above, the sum of \$2500.00 invested in a mortgage given by Luther R. Leager and
Bessie T. Leager, his wife, to Thomas J. Keating, attorney, dated December 27, 1917,
and recorded in Liber W. F. W. No. 11, a land record book of said county, on folio
283, and which was given to secure \$7,000.00, and which on the date first above
mentioned had been duly assigned unto your petitioner to the extent of \$2500.00 and
had been duly assigned to and on said debt was held by John Denwood Gadd to the
extent of \$4500.00. That on May 12, 1934 the said mortgagors were in default under
the terms of said mortgage by reason of the non-payment of principal debt, of in-
terest thereon and by reason of non-payment of certain state and county taxes lev-
ied on the mortgaged property.

That your petitioner and said John Denwood Gadd, prior to May
12, 1934, had come to the conclusion that a sale of the mortgaged property was neces-
sary to protect their interests as assignees in said mortgage, so they advertised
the mortgaged property under the terms of said mortgage at a public sale to be
held May 12, 1934, at 1 O'clock, and they, said assignees sold the property on said
date under said mortgage, unto themselves, they being the only bidders for said
property at said sale for \$6,000.00, the said purchasers to become under said sale
owners of said property in the same proportions their several mortgage debts,
\$2500.00 and \$4500.00, mentioned above, bear to the full mortgage debt of \$7,000.00.

That said sale has been duly reported to the Circuit Court for
Queen Anne's County, in Equity, for ratification, but has not yet been ratified by
said Court.

That your petitioner through inadvertence and over-sight, and
not through intention failed to apply to this Honorable Court for an order to fore-
close said mortgage in conjunction with said John Denwood Gadd and now reports to
this Court his actions for its approval.

Which is respectfully submitted,

A. Sydney Gadd
Surviving executor and trustee.

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

I hereby certify that on this 19th day of May in the year nine-
teen hundred and thirty four, before me, the subscriber, the Register of Wills for
Queen Anne's County aforesaid, personally appeared A. Sydney Gadd, surviving executor

and trustee, above named, and he did make oath in due form of law that the matters and things set forth in the foregoing Petition are true as therein stated to the best of his knowledge and belief.

Sworn to.

Norman S. Dudley
Register of Wills.

ORDER OF COURT

The foregoing petition which is also a report has been read and considered.

It is thereupon on this 19th day of May, 1934, by the Orphans' Court of Queen Anne's County and by the authority of this Court adjudged and ordered that the action taken by A. Sydney Gadd, as surviving executor and/or as the trustee mentioned in said report for the foreclosure of the mortgage described in said report by the sale of the mortgaged property in conjunction with John Denwood Gadd as set forth and his purchase as said trustee of the mortgaged property at the sale mentioned in said report in conjunction with the said John Denwood Gadd be and the same are hereby ratified and approved by this Court in the same manner and as fully and effectually as if this Court had prior to the foreclosure of said mortgage directed said surviving executor and trustee to foreclosure said mortgage and to purchase said property for the benefit of his trust estate.

This Court understands from said petition and report that the said A. Sydney Gadd, as Surviving trustee of the trust estate created by Margaret T. Gadd for the benefit of Margaret Gadd Ashley, her daughter, for life, purchased at the same mentioned in said petition the mortgaged property for the protection of said trust estate and that the same will be held as an investment thereof under the deed to be made by the vendors, after the ratification of the sale by the Circuit Court for Queen Anne's County, in Equity.

Henry C. Bowen
Clayton T. Cann

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Petition and Order of A. Sydney Gadd, surviving executor and Trustee of Margaret T. Gadd, deceased, as filed and passed in this office on June 19-1934 and recorded in Liber N. S. D. No. 1 Folio 240 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 7th day of August 1934.

Seal's
Place.

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

ORDER OF COURT
Filed August 15, 1934.

ORDER OF COURT.

It is on this fifteenth day of August, 1934, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, Ordered that the sale made and reported in this cause by A. Sydney Gadd, surviving executor and trustee, and John Denwood Gadd, Assignees, by the within and foregoing Report of the real estate therein described under the mortgage therein mentioned, made by Luther L. Leager and Bessie T. Leager as mortgagors be and the same is hereby finally ratified and confirmed, no case to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi passed May 12, 1934, in this cause in relation to said sale.

And it is further ordered by said Court that the papers in this cause and the proceedings hereof be and the same are hereby referred unto Edwin H. Brown as special auditor, with instructions to him to state and return to this Court an account between the proceeds of sale mentioned above in the foregoing report and the vendors making the sale as the regular auditor of this Court, Madison Brown, appears to be the attorney for said vendors.

And it is further ordered that as the vendors of the real estate sold became the purchasers at the sale made, and are the purchasers of the real estate sold Madison Brown, of Centreville (attorney at law) be and he is hereby appointed trustee without bond to convey said land and real estate unto the said purchasers upon being satisfied that the purchasers have paid the purchase money and the costs incident to the sale and the taxes upon the real estate now unpaid & arrear.

Filed Aug. 15, 1934.

WM. H. ADKINS

AUDITOR'S REPORT AND ACCOUNT
Filed October 10, 1934.

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

A. Sydney Gadd, surviving
 executor and trustee under
 the will of Margaret T. Gadd
 and
 John Denwood Gadd, Assignees,
 Plaintiffs

Chancery Docket
 Cause No. 2994.

vs.

Luther R. Leager and
 Bessie T. Leager, his wife,
 Defendants.

To the Honorable, the Judges of said Court;-

The report of Edwin H. Brown, Jr. Special Auditor to Your Honors respectfully sets forth:

That he was appointed special auditor to state and return an account between the proceeds of the sale made and the vendors making same, by an order of this court passed on the fifteenth day of August, in the year nineteen hundred and thirty four, and before proceeding he took the necessary oath and signed the test book before the clerk of this court.

That in the within account stated by your special auditor A. Sydney Gadd, surviving executor and trustee, and John D. Gadd, assignees and vendors, making sale in the proceedings, are charged with the gross proceeds of the sale made by them, per their report of sale filed, and that they are then allowed thereout as follows: for their commissions for making sale the sum of fifty dollars, (this sum is allowed in lieu of the regular commissions provided for in the mortgage because the assignees and vendors requested that they be allowed no more than this sum for their commissions), the cost of advertising the sale and nisis thereunder as per receipted bill, the cost of premium of their bond as assignees and vendors, per receipted bill, county and state taxes for the years 1932 and 1933, the court costs of this cause, per bill of clerk, the fee of the auctioneer selling said land, per receipted bill, and the auditor's fee.

The balance of the sale remaining after said allowances is then awarded to the parties entitled thereto according to their respective interest, that is to say .357143% of same is awarded to A. Sydney Gadd as trustee of the trust estate created under the will of Margaret T. Gadd for the Benefit of her daughter Margaret T. Gadd, now Margaret Gadd Ashley for life, and .642857% of said balance to John Denwood Gadd individually.

It will appear from the proceedings that the net proceeds of said sale were not sufficient to pay the mortgage debt as per statement filed in these proceedings.

Respectfully submitted

EDWIN H. BROWN JR.
 Special Auditor.

October 10th. 1934.

Filed October 10th, 1934.

The proceeds of the sales of the Real Estate of Luther Leager in account with A. Sydney Gadd, surviving executor and trustee under will of Margaret T. Gadd, and John Denwood Gadd, Assignees and Vendors, making the sale of said real estate.

1934	Cr.	
May 12.	By gross proceeds of sales of said real estate per report of sale filed May 12th. 1934, to wit-	\$6,000.00

Dr.

"	"	To A. Sydney, surviving executor and trustee and John D. Gadd, Assignees and Vendors in lieu of full commissions the sum of	\$ 50.00
"	"	do., for the cost of the proceedings of this cause, per statement made by B. Hackett Turner, clerk; B. Hackett Turner, Clerk \$18.75 Madison Brown, App. Fee 10.00	28.75
"	"	do., for advertising costs per receipt of Queen Anne's Publishing Co., to wit: Sale of Real estate \$12.38 Nisi on Sale 3.75 Nisi on Audit 3.00	19.13
"	"	do. for auctioneers fee paid J. E. Anthony for crying sale, as per receipt	5.00

To do., for costs of premium on bond filed in this cause by assignees, as per receipt, to wit	34.00
" do., for state and county taxes on real estate sold as per receipts, to wit:- for year 1932	\$131.32
for year 1933	<u>86.64</u> 217.96
" Edwin H. Brown Jr. Special Auditor for stating this account, to wit:	9.00
" Net Sales	<u>5,636.16</u>
	\$6,000.00 \$6,000.00

By balance brought down----- \$5,636.16

To A. Sydney Gadd as trustee of the trust estate created by the will of Margaret T. Gadd for the benefit of her daughter, Margaret T. Gadd, now Margaret Gadd Ashley, for life and then according to provisions of will, his share of said balance to wit .357143 % of same, amounting to \$2,012.92

To John D. Gadd his share of said balance to wit.642857 % of same, amounting to 3,623.24
\$5,636.16 \$5,636.16

EDWIN H. BROWN JR.
Special Auditor.

October 10th. 1934.

Filed October 10th, 1934.

NISI RATIFICATION OF AUDIT

A. Sydney Gadd, surviving
executor and trustee under will
of Margaret T. Gadd, and
John Denwood Gadd, Assignees.

VS.

Luther r. Leager and
Bessie T. Leager, his wife.

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

) CASE NO. 2994.
)

ORDERED, This 10th. day of October, in the year nineteen hundred and 34 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 12th. day of November, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of October, 1934 in some newspaper printed and published in Queen Anne's County.

Filed Oct. 10, 1934.

B. HACKETT TURNER Clerk

CERTIFICATE OF PUBLICATION OF NISI ON AUDIT
Filed Nov. 17, 1934.

NISI RATIFICATION OF AUDIT

A. Sydney Gadd, surviving executor and
trustee under will of Margaret T. Gadd
and John Denwood Gadd, Assignees,
VS.

Luther R. Leager and Bessie T.
Leager, his wife.

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

Case No. 2994.

ORDERED, This 10th day of October, in the year nineteen hundred and 34 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 12th day of November, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 27th day of October, 1934, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk

True copy-
Test B. Hackett Turner, Clerk
Filed Oct. 10, 1934.

THE QUEEN ANNE'S RECORD

Centreville Maryland

Nov. 17, 1934

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Nisi Ratification of Audit in the case of A. Sydney Gadd and John Denwood Gadd Vs. Luther R. Leager & Bessie T. Leager a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, 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 11th day of October 1934, being more than 2 weeks before the 27th day of October 1934.

THE QUEEN ANNE'S PUBLISHING CO., INC.
by R. H. WILSON

ORDER OF COURT
Filed Jan. 12, 1935.

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

A. Sydney Gadd, surviving
executor, et,al.,

vs.

Luther R. Leager Et., A.

(
)
(
)
(
)
)

Cause No. 2994.

ORDERED on this 10th day of January, 1935, by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court that the within and foregoing report and account of Edwin H. Brown, Jr., special auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although it appears that notice has been given in accordance with the order nisi passed in this cause October 10, 1934 in relation to said report and account, and the vendors are hereby directed to apply the proceeds of sale in accordance therewith with a due proportion of interest as the same has been or may be received.

Filed Jan. 12th, 1935.

J. OWEN KNOTTS

See Exhibit D.

6. That the said Mary E. Carter at the time of her death left no personal property whatsoever.

7. That both of the promissory notes above described remain yet unpaid and are over-due and have been placed in the hands of the attorney of the plaintiff for collection, the note first above described being entitled to a credit of a payment of twenty five dollars made February 24, 1931, as will appear from the entry on the back of said note.

8. That both the said Benjamin F. Carter and W. Olie Carter, husband and son, respectively, of the said testatrix reside in Queen Anne's County aforesaid.

9. That the said Benjamin Franklin Irving named in said last will and testament is a non resident of the State of Maryland and resides in or near Centreville near Wilmington in the State of Delaware.

10. That there are now living as the issue of the said W. Olie Carter two persons only, to wit:

1. Ernest F. Carter aforesaid, his son, who is an adult and a non resident of the State of Maryland residing in Wilmington, State of Delaware.
2. Mattie Carter, his daughter, who is an infant under twenty one years of age and who resides with her father, said W. Olie Carter, in Queen Anne's County aforesaid.

11. That your orator is advised that the said Benjamin F. Carter has in no manner exercised the power of sale conferred upon him by said will.

12. That your orator is advised that as the said Mary E. Carter left at the time of her death no personal estate whatsoever for the payment of her debts, your orator and her other creditors are entitled to have their claims paid out of the real estate of the said Mary E. Carter in the hands of her devisees as aforesaid.

To the end therefore:

- (1) That the real estate of the said Mary E. Carter, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your orator and the other creditors of said deceased.
- (2) That your orator may have such other and further relief as his case may require.

May it please Your Honors to grant unto your orator the writ of subpoena against the said W. Olie Carter, adult, residing in Queen Anne's County aforesaid, the said Benjamin F. Carter, individually, and against the said Benjamin F. Carter, as executor of the will of Mary E. Carter, residing in Queen Anne's County aforesaid and against the said Mattie Carter, infant under twenty one years of age, residing in Queen Anne's County aforesaid with her father, W. Olie Carter, commanding them to be and appear in this Court at some certain day to be named therein and to answer the premises and to abide by and perform such decree as may be passed therein and also to grant unto your orator an order of publication giving notice to the said Benjamin Franklin Irving and Ernest F. Carter, both of the State of Delaware as aforesaid and both of whom are non residents of the State of Maryland, of the object and substance of this bill and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be pass as prayed.

And as in duty bound, your orator, etc.

MADISON BROWN
Solicitor for Plaintiff.

EXHIBIT A.
Filed October 1

\$150.00	Church Hill Post Office,	June 21, 1930	No. 19315
	Six months after date, for value received, we promise to pay to the		\$150.00
	order of		Due
	THE CHURCH HILL BANK OF MARYLAND		Dec. 21/30.

the sum of One hundred & fifty-----00/100 Dollars

payable at the Banking House of said Bank in Church Hill, Maryland, and, if not paid at maturity, we further agree to pay all costs and 10 per centum commission for collecting same, and I, we or either of us, whether makers, securities, indorsers or guarantors, do hereby confess judgment to be entered by the proper official, at any time after maturity, for the amount then due hereunder, with all exemptions waived.

Pay proceeds of this note to first signer.

No. 4/55 Due

Filed Dec. 7, 1934

Ernest F. Carter
W. O. Carter
Mary C. Carter
Mary E. Carter
B. L. Carter.

PROBATE

STATE OF MARYLAND, Queen Anne County, to-wit:

I HEREBY CERTIFY, that on this 2 day of March, 1931, before the subscriber, a Justice of the Peace of the State and County aforesaid personally came Nelson J. Brown Cashier and made oath in due form of law that the annexed note as stated, is just and true, that he has not received, directly or indirectly any part or parcel of the money charged to be due thereon, or any security or satisfaction for the same.

Witness my hand and Seal.

Examined and entered on Docket of Claim and will be allowed when paid, per order of Court

J. W. ANDERSON J. P.

Norman S. Dudley Register of Wills for Queen Anne's County.

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

Cause

For value received, we hereby jointly and severally guarantee the payment of the within note at maturity, and the costs and commissions incident to the collection; and if not paid at maturity, we further agree to pay ten per centum commission for collecting same, and we do hereby confess judgment to be entered by proper official at any time after maturity for the amount then due hereunder with all exemptions waived.

Credited Feb. 24/31 in Cash \$25.00

Exhibit A. Filed October 18th, 1933.

Examiner's Exhibit No. 1 Filed April 6/34 Filed April 7th, 1934.

EXHIBIT B Filed October 18th, 1933.

\$218.77 Church Hill Post Office, Aug. 25, 1930 No.19454 \$218.77 Due Feb. 25/31 Six months after date, for value received, we promise to pay to the order of THE CHURCH HILL BANK OF MARYLAND

the sum of Two hundred & eighteen-----77/100 Dollars

payable at the Banking House of said Bank in Church Hill, Maryland, and, if not paid at maturity, we further agree to pay all costs and 10 per centum commission for collecting same, and I, we or either of us, whether makers, securities, indorsers or guarantors, do hereby confess judgment to be entered by the proper official, at any time after maturity, for the amount then due hereunder, with all exemptions waived. Pay proceeds of this note to first signer.

Ernest F. Carter W. O. Carter Mary C. Carter M. E. Carter B. L. Carter

No. 6⁶¹ Due Filed Dec. 7th, 1934.

STATE OF MARYLAND, Queen Anne County, to-wit:

I HEREBY CERTIFY, that on this 2 day of March, 1931, before the subscriber, a Justice of the Peace of the State and County aforesaid personally came Nelson J. Brown Cahier and made oath in due form of law that the annexed Note as stated, is just and true, that he has not received, directly or indirectly any part or parcel of money charged to be due thereon, or any security or satisfaction for the same.

Witness my hand and Seal.

J. W. ANDERSON J. P.

Examined and entered on Docket of Claims and will be allowed when paid, per order of Court

Norman S. Dudley Register of Wills for Queen Anne's County.

And on the back of the foregoing Exhibit is thus endorsed, to wit:-

Cause

For value received, we hereby jointly and severally guarantee the payment of the within note at maturity, and the costs and commissions incident to the collection; and if not paid at maturity, we further agree to pay ten per centum commission for collecting same, and we do hereby confess judgment to be entered by proper official at any time after maturity for the amount then due hereunder with all exemptions waived.

Exhibit B. Filed October 18th, 1933. Examiner's Exhibit No. 2 Filed April 6th, 1934. Filed April 7th, 1934.

EXHIBIT C.

Filed October 18, 1933.

I, Mary E. Carter, of Queen Anne's County, in the State of Maryland, wife of Benjamin F. Carter, do make, publish and declare this my last will and testament, in the manner following, that is to say:

After the payment of my just debts and funeral expenses, I give, devise and bequeath all my estate and property, real, personal and mixed, and wheresoever situate, unto my husband, Benjamin F. Carter, for and during the term of his natural life and no longer, with full power and authority to my said husband, Benjamin F. Carter, to make sale and dispose of all or any part of said estate and property and to assign, grant and convey all or any part of said estate and property by deed or otherwise to the purchaser or purchasers thereof, his, her or their heirs and assigns, absolutely and in fee simple, and the purchaser or purchasers thereof shall not be required to see to the application of the purchase money, and the proceeds of such sale shall be invested and reinvested in the discretion of and by my said husband and shall go and pass to the same persons, in the same manner and to the esame extent as directed and limited by the provisions of this will as to all my estate and property;

And from and after the death of my said husband, I do give and devise all my estate and property, real, personal and mixed as aforesaid unto my son, W. Olie Carter, for and during the term of his natural life and no longer and from and after the death of the last survivor of my said husband and of my said son, I do give and devise the same to the issue of my said son, W. Olie Carter, living at the time of his death;

And in the event that my said son, W. Olie Carter, shall die not leaving issue living at the time of his death, then and in that event I do give and devise all my estate and property, real personal and mixed as aforesaid, after the death of the last survivor of my said son and of my said husband, to my nephew, Benjamin Franklin Irving, absolutely and in fee simple.

I hereby constitute and appoint my said husband, Benjamin F. Carter, to be the Executor of this my last will and testament, hereby revoking all other wills, testaments and codicils by me heretofore made, and I do hereby direct and request that my said Executor shall not be required to give bond as Executor hereunder.

In testimony whereof I have hereunto subscribed my name and affixed my seal this fourteenth day of April, in the year nineteen hundred and fifteen.

Mary E. Carter (SEAL)

Signed, sealed, published and declared by the above named Testatrix, Mary E. Carter, 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.

Thos. J. Keating
Thos. J. Keating, Jr.

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

On the 5th day of November, A. D., 1930, came Thos. J. Keating, Jr., Custodian of the within and aforegoing instrument of writing purporting to be the last Will and Testament of Mary E. Carter, 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 The Safe Deposit Box of Thos. J. Keating on or about 29th day of October, A. D., 1930.

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 5th day of November, 1930, came Thos. J. Keating, Jr.; one of the subscribing witnesses to the aforegoing last Will and Testament of Mary E. Carter, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the testatrix sign and seal said Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament, and that at the time of her so doing she was, to the best of his apprehension of sound and disposing mind, memory and understanding; and that he together with Thos. J. Keating subscribed his name, as witness to said Will, at her request in her presence and in the presence of each other.

Sworn in open court,
Test:

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

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

On this 5th day of November, 1930, personally appeared Thos. J. Keating, Jr., and made oath in due form of law that he is well acquainted with

the handwriting and the signature of Thos. J. Keating; that he believes that the signature as appearing on the last will and Testament of Mary E. Carter as a witness thereto, is in the handwriting of the said Thos. J. Keating, he being physically unable to appear.

Sworn in open court;

Test:

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

STATE OF MARYLAND, SCT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY.

The foregoing Instrument of Writing, purporting to be the last Will and Testament of Mary E. Carter, 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 5th day of November, A. D., 1930, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary E. Carter, deceased.

Henry C. Bowen

Clayton T. Cann

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

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Last Will and Testament of Mary E. Carter, deceased as filed and passed in this office on Nov. 5, 1930 and recorded in Liber W. T. B. No. 3 Folio 287 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 5th day of October, 1933.

Seal's
Place.

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

EXHIBIT D.
Filed October 18, 1933.

CERTIFICATE OF LETTERS TESTAMENTARY

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

TO ALL TO WHOM THESE PRESENT SHALL COME OR MAY CONCERN:

KNOW YE, That on the 5th day of November A. D., 1930 before the Orphans' Court of Queen Annes County, duly thereunto elected, commissioned and qualified according to the Constitution of the State of Maryland, the last Will and Testament of Mary E. Carter late of said County, deceased, was in due form of law admitted to probate; and that on the 5th day of November A. D., 1930, Letters Testamentary of all and singular the goods, chattels, rights and credits, which were of the said deceased, or in any manner or way concerning her said last Will and Testament, were granted unto Benjamin F. Carter the executor in and by the said Will named appointed; he having first entered in o bond with approved security for the due performance thereof according to law.

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 of Queen Anne's County, this 17th day of October, A. D., 1933.

Seal's
Place.

NORMAN S. DUDLEY
Register of Wills.

And on the back of the foregoing Exhibit is thus endorsed, to wit:-

Exhibit D Filed October 18th, 1933
Examiner's Exhibit No. 4
Filed Aprilth, 1934.

Filed April 7th, 1934.

THE JOINT AND SEVERAL ANSWER OF BENJAMIN
F. CARTER, ET AL, DEFENDANTS, TO THE BILL
OF COMPLAINT
Filed October 25th, 1933.

THE CHURCH HILL BANK OF MARYLAND

VS.

BENJAMIN F. CARTER, ET AL.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2971.

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of Benjamin F. Carter, Benjamin F. Carter, Executor of Mary E. Carter, William O. Carter and Mary C. Carter, his wife, and Ernest F. Carter, by Thomas J. Keating, Jr., their Attorney, to the Bill of Complaint heretofore filed against them in this cause, respectfully shows:

That said defendants admit the matters and things alleged in said Bill of Complaint, and consent to the passing of a decree as prayed therein.

THOS. J. KEATING JR.

Attorney for Benjamin F. Carter, Benjamin F. Carter, Executor of Mary E. Carter, William O. Carter and Mary C. Carter, his wife, and Ernest F. Carter, defendants.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER
Filed Oct. 26, 1933.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Mattie Carter, 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 first Monday of November next, to answer the complaint of The Church Hill Bank of Maryland, a body corporate against you in Said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of October 1933
Issued the 18th. day of October, in the year 1933.

B. HACKETT TURNER Clerk.

Madison Brown
Solicitor for Complainant.

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

B. HACKETT TURNER Clerk

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

I hereby certify that I served the within subpoena upon Mattie Carter, named therein, by reading the same to her and that I delivered a coph of said subpoena for Mattie Carter at the same time of Mary C. Carter, the mother of Mattie Carter and with whom said infant resides, on October 21, 1933.

J. Elmer Anthony
Sheriff.

Filed Oct. 26, 1933.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER
Filed Oct. 26, 1933.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's W. Olie Carter
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 November next, to answer the complaint of The Church Hill Bank of Maryland, a body corporate against you in Said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of October, 1933.

Issued the 18th. day of October, in the year 1933.

B. Hackett Turner Clerk.

Madison Brown,
Solicitor for Complainant

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

B. Hackett Turner Clerk.

And on the back of the foregoing subpoena is thus endorsed, to wit:-

I hereby certify that I served the within subpoena upon W. Olie Carter, named therein, by reading the same to him and then delivering a copy of the same to him on October 21, 1933.

J. Elmer Anthony
Sheriff

Filed Oct. 26, 1933.
Served?

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER
Filed Oct. 26, 1933.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Benjamin F. Carter

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 November next, to answer the complaint of The Church Hill Bank of Maryland, a body corporate against you in Said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of October, 1933.
Issued the 18th. day of October, in the year 1933.

B. Hackett Turner Clerk.

Madison Brown,
Solicitor for Complainant.

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

B. HACKETT TURNER Clerk.

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

I hereby certify that I served the within subpoena upon Benjamin F. Carter, named therein, by reading the same to him and then delivering a copy of the same to him on October 21, 1933.

J. Elmer Anthony
Sheriff

Filed Oct. 26, 1933.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER
Filed October 26, 1933.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Benjamin F. Carter, Executor
of Mary E. Carter
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 Court, on the first Monday of November next, to answer the complaint of The Church Hill Bank of Maryland, a body corporate against you in Said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of October 1933. Issued the 18th. day of October, in the year 1933.

Madison Brown Solicitor for Complainant.

B. HACKETT TURNER Clerk

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

B. Hackett Turner Clerk

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

I hereby certify that I served the within subpoena upon Benjamin F. Carter, executor of Mary E. Carter, named therein, by reading the same to him and then delivering a copy of the same to him on October 21, 1933.

Filed Oct. 26, 1933. J. Elmer Anthony Sheriff.

ANSWER OF IRVING AND ERNEST F. CARTER Filed Oct. 21st, 1933.

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

The Church Hill Bank of Maryland, a body corporate, plaintiff,

vs.

Benjamin F. Carter, W. Olie Carter, Benjamin Franklin Irving, Ernest F. Carter, Mattie Carter, infant, Benjamin F. Carter, executor of Mary E. Carter, defendants.

(Cause No.)

To the Honorable, the Judges of said Court:

The joint and several answer of Benjamin Franklin Irving and Ernest F. Carter to the Bill of Complaint of the Church Hill Bank of Maryland against them in this Court in the above cause exhibited.

These defendants admit the several matters and things charged in the Bill of the plaintiff, above mentioned, to be true and they submit to such decree in the premises as may be right.

Benjamin Franklin Ervin Ernest F. Carter

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM FOR MATTIE CARTER Filed Jan. 25, 1934.

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

The Church Hill Bank of Maryland,

vs.

Benjamin F. Carter, et al.

(Cause No. 2971.)

To the Honorable, the Judges of said Court:

The petition of The Church Hill Bank of Maryland, the plaintiff of the above cause, unto Your Honors respectfully sets forth:

That the process heretofore issued in this cause against Mattie Carter, the infant defendant of the cause, has been duly returned served according to law as will appear from the proceedings of the cause.

That the plaintiff has been advised that the said Mattie Carter, infant defendant, has no legal guardian within the jurisdiction of the Court.

Q. No. 11.

I now hand you a paper writing marked "Exhibit A" already filed in this case and ask you to examine it and to state what it is.

A. No. 11.

It is the note of Ernest F. Carter, my son, and of W. O. Carter, my husband, myself, Benjamin F. Carter and Mary E. Carter to The Church Hill Bank of Maryland for \$150.00 subject to a credit endorsed on the back of \$25.00. The name Mary E. Carter written on the face of the note is the handwriting of Mary E. Carter who made the will. I saw her write her name on the note.

Q. No. 12

I now hand you another paper writing marked "Exhibit B" and already filed in this case. Please examine it and state what it is.

A. No. 12

It is the note of Ernest F. Carter, W. O. Carter, my son and husband, myself, Benjamin F. Carter and of Mary E. Carter to The Church Hill Bank of Maryland for \$218.77. The name Mary E. Carter written on the face of the note is the handwriting of Mary E. Carter who made the will I was speaking of. I saw her write her name on the note.

Q. No. 13.

State if you know whether or not either of these notes have been paid.

A. No. 13

Neither have been paid with exception of a credit of \$25.00 mentioned. I know that both are now due to The Church Hill Bank of Maryland.

Q. No. 14.

By the terms of the will of Mrs. Carter she gave a power of sale to Benjamin F. Carter. Do you or not know if Mr. Carter has exercised this power of sale?

A. No. 14.

He had not.

Mr. Brown, attorney for the plaintiff, files with the Examiner the note above mentioned marked "Exhibit A", the note above mentioned marked "Exhibit B" and the paper writing marked "Exhibit D" already filed in this case.

Examiner's Special.

Answer.

No.

MARY C. CARTER

W. Olie Carter, the second witness, of lawful age, after being duly sworn deposes and says:

Q. No. 1

Please state your name, age, place of residence and occupation.

A. No. 1

My name is W. Olie Carter. I was born September 26, 1877. I live on my mother's property near Starkey's Corner and my occupation is working this farm and also work on the State Road.

Q. No. 2.

This is a suit brought by the Church Hill Bank against Benjamin F. Carter, individually and as executor of Mary E. Carter, W. Olie Carter, Benjamin Franklin Irving, Ernest F. Carter and Mattie Carter. State if you know any of these parties and if so, which of them and how long you have known them.

A. No. 2

I am the W. Olie Carter just mentioned. Benjamin F. Carter is my father, Ernest F. Carter is my son and Mattie Carter is my daughter. I know Benjamin Franklin Irving and have known him ever since he was born.

Q. No. 3.

Were you or not acquainted with one Mary E. Carter who was the wife of Benjamin F. Carter and if so, state whether she is living or dead and if dead when and where she died.

A. No. 3.

She was my mother. She died October 24, 1930 at my home in Church Hill where I was then living.

Q. No. 4.

Do you or not know whether she left a last will and testament and if so are you familiar with the contents of the same?

A. No. 4.

She did and I am familiar with the terms of it.

Q. No. 5.

I know hand you a paper writing marked "Exhibit C" already filed with the Examiner. Please examine it and state what it is.

A. No. 5.

It is a copy of my mother's will.

Q. No. 6.

State whether or not Mrs. Mary E. Carter, your mother, at the time of her death was seized and possessed of any land. If so, describe the same briefly and give your opinion of the value of the same.

A. No. 6

She left a farm located near Starkey's Corner in Queen Anne's County on the left side of the road from Starkey's Corner to Prices Station composed of three lots of land but divided into two parts. One known as the "Home Place" and the other known as "The Potts Place". The "Home Place" consists of two parcels each bought of Samuel P. Starkey containing about 5 1/2 acres and is improved by a dwelling house and outbuilding. The other part called the "Potts Property" contains about 30 acres of land and is also improved by dwelling house and outbuildings. My opinion is that it is worth about \$3000.00.

Q. No. 7

Do you or not know if your mother at the time of her death owned any personal property.

A. No. 7.

She did not.

Q. No. 8.

I now hand you a paper writing marked "Exhibit A". Please examine it and state what it is.

it is.

A. No. 8.

It is a note of my son, Ernest F. Carter, to the Church Hill Bank of Maryland signed by me, by Mary C. Carter, who is my wife, by Benjamin F. Carter, my father, and by Mary E. Carter, my deceased mother. I am acquainted with the handwriting of my mother for I have seen her sign her names many times. The name Mary E. Carter written on the note is the handwriting of my mother. The note is for \$150.00 with a credit on it of \$25.00. The balance due by the note has never been paid.

Q. No. 9.

I now hand you another paper writing marked "Exhibit B" already filed with the Examiner. Please examine it and state what it is.

A. No. 9.

It is the note of my son, Ernest F. Carter, to The Church Hill Bank of Maryland for \$218.77 signed by myself, by my wife, by Benjamin F. Carter, my father, and by my mother. The handwriting on the note Mary E. Carter is the handwriting of my mother. This note has never been paid and is owing to The Church Hill Bank of Maryland.

Q. No. 10

Mrs. Mary E. Carter by her last will and testament devised her property to Benjamin F. Carter, her husband, for his life and at his death to W. Olie Carter, her son, for his life and at his death to the issue of W. Olie Carter living at the time of his death. Who is W. Olie Carter thus mentioned in her will?

A. No. 10

It is I, myself W. Olie Carter.

Q. No. 11

What issue, if any, have you now living?

A. No. 11

I have two children living. One is Ernest F. Carter, my son, a defendant who is over twenty one years of age; and the other is my daughter, Mattie Carter, who is also a defendant, she will be eighteen years old on August 22, 1934. She resides in Queen Anne's County and Mary C. Carter, my wife and her mother.

Examiner's Special.

Answer.

No.

W. O. CARTER

At this point at the request of Mr. Madison Brown, the plaintiff's attorney, the taking of testimony was transferred from his office to the office of the Register of Wills in Centreville, Queen Anne's County, Maryland.

Marie Shortall, the third witness, of lawful age, after being duly sworn deposes and says:

Q. No. 1

Please state your name, place of residence and occupation.

A. No. 1

My name is Marie Shortall; I live in Centreville, Maryland and I am Deputy of Register of Wills.

Q. No. 2.

Where are you now at this present moment?

A. No. 2.

In the office of the Register of Wills of Queen Anne's County.

Q. No. 3.

What book have you now before you for examination at my request, Mr. Brown's?

A. No. 3.

The Administration Key or Registry of Administrations granted in Queen Anne's County by the Orphan's Court and/or the Register of Wills beginning January 4, 1927.

Q. No. 4.

Please state if this Registry shows the grant of administration upon the estate of Mary E. Carter and if so, state to whom and when.

A. No. 4.

It shows grant of administration on November 5, 1930 upon the estate of Mary E. Carter unto Benjamin F. Carter, executor named in the last will and testament of said Mary E. Carter.

Q. No. 5.

Please look at this Registry and state what personal property, if any, the said Mary E. Carter left.

A. No. 5.

This Registry does not show any personal estate whatever left by Mary E. Carter. It shows that a warrant to appraise the personal estate was issued out of the office of the Register of Wills and then it shows this entry "Warrant to appraise personal property returned by Benjamin F. Carter, executor, November 18, 1930, stating there was no personal property to appraise, warrant being issued through a misunderstanding on the part of the executor".

Q. No. 6.

I now hand you a paper writing marked "Inventory". Please examine it and state what it is.

A. No. 6.

It is a certified copy made by the Register of Wills of Queen Anne's County of the warrant issued to appraise the personal property of Mary E. Carter, which I have just mentioned, and it contains the notation as follows: "No personal estate-warrant issued through a misunderstanding on the party of executor".

Examiner's Special.

Answer.

No.

Marie Shortall

Mr. Madison Brown files with the Examiner at the time of the taking of the testimony of Marie Shortall the paper writing marked "Investory" shown her during her examination.

There being no other witnesses to be examined or further or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged as such Examiner in taking this testimony two days and examined three witnesses, making the costs chargeable:

Frances Butler, Stenographer	-----	\$2.50
H. B. W. Mitchell, Examiner,	-----	8.00
Mary C. Carter, Witness,	-----	.75
W. Olie Carter, Witness,	-----	.75
Marie Shortall, Witness,	-----	.75
		<u>\$12.75</u>

H. B. W. MITCHELL
Examiner.

For Examiner's Exhibits Nos. 1, 2, 3 & 4, see Exhibits A, B, C, & D recorded following Bill of Complaint.

EXAMINER'S EXHIBIT No. 5
Filed April 6, 1934.

WARRANT TO APPRAISE PERSONALTY.

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, Set:

To Henry Wessel
and Robert Mullikin } Greeting:

This is to authorize you, jointly, to appraise the Goods, Chattels and Personal Estate of Mary E. Carter, late of Queen Anne's County, deceased, so far as they shall come to your sight and knowledge, each of you having first taken the oath hereto annexed, a certificate hereof, under hand and seal, you are to return annexed to an inventory of the said Goods, Chattels and Personal Estate, by you appraised in dollars and cents; and in the said inventory you are to set down in columns, opposite each article, the value thereof.

WITNESS, Hon. Henry C. Bowen, Chief Justice of the Orphans' Court of Queen Anne's County, this 5th day of November in the year nineteen hundred and thirty.

Test: William T. Bishop
Register of Wills for Queen Anne's County.

The appraisers, before they proceed to act, must take the following oath:

We do swear that we will well and truly, without partiality or prejudice, value and appraise the Goods, Chattels and Personal Estate of Mary E. Carter deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duty, as appraisers, to the best of our skill and judgment. So help us God.

Signed, Henry Wessel
Robert H. Mullikin } Appraisers.

I HEREBY CERTIFY, That the foregoing oath was taken and subscribed to by the said Henry Wessel and Robert H. Mullikin before the undersigned, A Justice of the Peace this 7th day of November A. D. 1930.

J. W. Anderson, J. P.

A TRUE AND PERFECT INVENTORY of all and singular, the Goods, Chattels and Personal Estate of Mary E. Carter late of Queen Anne's County, deceased, appraised by the subscribers, Henry Wessel and Robert Mullikin jointly, we having first been legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and certificate thereon hereto annexed.

WE, THE SUBSCRIBERS, do certify that the foregoing is a just and true Inventory and valuation of all and singular the Goods, Chattels and Personal Estate of the said Mary E. Carter deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness, our hands and seals this Seventh day of Nov., in the year of our Lord one thousand nine hundred and thirty.

Henry Wessel (SEAL)
Robert H. Mullikin (SEAL) Appraisers.

Amount of Appraisement \$

No Personal Estate.
Warrant issued through misunderstanding on part of Executor.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Warrant to appraise Personal Estate of Mary E. Carter, deceased, which was returned by Executor showing no personal Estate as filed and passed in this office on November 18, 1930, and recorded in Liber W. T. B. No. 2 Folio 557, 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 6th day of April 1934.

Seal's Place.

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

DECREE OF COURT
Filed May 15, 1934.

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

The Church Hill Bank of Maryland,
a body corporate, Plaintiff,

vs.

Cause No. 2971.

Benjamin F. Carter, Et Al.,
Defendants.

DECREE OF COURT

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

It is thereupon, this 14th day of May in the year nineteen hundred and thirty four 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 of Mary E. Cater, deceased, in the proceedings mentioned, or so much thereof as may be necessary for the purpose, be sold for the payment of her debts.

That Madison Brown and Thomas J. Keating, junior, of said county, be and they are hereby appointed TRUSTEES to make said sale, and the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by this Court, or the Clerk, in the penalty of Four thousand dollars, if the surety or sureties thereon should be natural persons, and in the penalty of Two thousand dollars, if the surety thereon be a corporation authorized by law to become the 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; They shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement, inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-third of the purchase money to be paid in cash at the time of the sale, one-third thereof to be paid at the expiration of six months from the day of sale, and the remaining one-third to be paid at the expiration of twelve months from the day of sale with the privilege to the purchaser to pay all cash at the time of the sale; both deferred payments to bear interest from the day of sale and to be secured by the notes of the purchaser with surety or sureties thereon to meet the approval of the trustees.

And as soon as my 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 purchaser 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. And the said Trustees shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

J. OWEN KNOTTS.

PETITION TO AMEND DECREE AND
FOR PRIVATE SALE
Filed June 18, 1934.

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

The Church Hill Bank of Maryland,

vs.

Benjamin F. Carter, Et Al.

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Cause No. 2971.

The petition of Madison Brown and Thomas J. Keating, junior, trustees named in the Decree of Sale in the above entitled cause, respectfully shows:-

1-That your trustees have received an offer from one Ernest F. Carter to purchase the real estate of Mary E. Carter, deceased, being the real estate described in the Bill of Complaint and Testimony heretofore filed in this cause, at and for the sum of nine hundred and sixty dollars (\$960) at private sale, subject to the ratification of this Court, said offer being in written form and being attached hereto as part of this petition.

2-That so far as your trustees are advised the total debts due and owing by Mary E. Carter at the time of her death, and for which the real estate hereinbefore mentioned is liable, will not exceed \$800.

3-That the costs and commissions incident to these proceedings and the taxes now remaining unpaid on said real estate will be approximately \$160.

4-That the aforesaid sum of \$960 will, therefor, in the opinion of your trustees be sufficient to cover the costs and expenses of these proceedings, the taxes now over due, and the debts of said decedant.

5-That your trustees believe that said sum of \$960 is all that could be procured for said real estate if offered at public sale as prescribed by the original Decree and that the expenses incident to such public sale would be greater than a private sale of said property.

6-That your trustees believe it to be to the interest and advantage of the parties to this cause and to the creditors of Mary E. Carter, deceased, to accept the aforesaid offer of Ernest F. Carter.

Therefore your petitioners, trustees, pray Your Honors to pass an order amending the original Decree heretofore passed herein. To the end that they be authorized to make sale of the real estate mentioned in said Decree at private sale for the sum of \$960, and further authorizing your petitioners to accept the offer of said Ernest F. Carter hereinbefore set forth to be paid in cash upon the final ratification of said sale by this Honorable Court.

Respectfully submitted.

MADISON BROWN

THOS. J. KEATING JR.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, SCT:

I hereby certify that on this 18th day of June in the year nineteen hundred and thirty four, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown and Thomas J. Keating, junior, trustees named in the foregoing petition, and they did make oath in due form of law that the matters and things set forth in the foregoing Petition are true to the best of their knowledge and belief.

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

Filed June 18, 1934.

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

The Church Hill Bank of Maryland,

vs.

Benjamin F. Carter, Et Al.

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Cause No. 2971

To Madison Brown and Thomas J. Keating, junior, trustees named in the Decree of Sale passed in the above entitled cause.

I hereby agree to pay to you for all the real estate left by Mary E. Carter, described in the Bill of Complaint, the sum of nine hundred sixty dollars (\$960) provided that you can procure the Decree of the Court authorizing you to sell me said real estate at private sale.

This offer is to be reported by you in the usual manner to the Court and is to be subject to the usual order nisi.

This purchase money I will be prepared to pay when the Court has ratified the sale to be made to me, and I further agree to pay all the costs of the Deed and Revenue stamps thereon to be made to me.

ERNEST F. CARTER

ORDER OF COURT
Filed June 22, 1934.

ORDER OF COURT.

Upon the foregoing Petition of Madison Brown and Thomas J. Keating, junior, trustees, it is by the Circuit Court for Queen Anne's County, in Equity this 21st day of June, 1934, ORDERED and DECREED that the Decree hereinbefore passed in this cause on the Fourteenth day of May, 1934, be and the same is hereby amended to the intent that said trustees be and they are hereby authorized to sell the real estate mentioned in said Decree at private sale to Ernest F. Carter for the sum of \$960, to be paid upon the final ratification of said sale by this Court; and it is further ordered that said trustees report said sale in the usual manner to this Court and that the Clerk of this Court pass the usual order nisi thereon.

And it is further ordered that at the time of the advertisement of the usual order nisi which will be passed by the Clerk upon said report of sale, the said trustees are directed to give notice to the creditors of Mary E. Carter, mentioned in the proceedings of said cause, deceased, to file their claims with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County within three months from the date of the first insertion of said notice.

J. OWEN KNOTTS

Filed June 22, 1934.

NOTICE TO CREDITORS
Filed June 25, 1934.

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

The Church Hill Bank of Maryland,

vs.

Benjamin F. Carter, Et., Al.

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Cause No. 2971.

NOTICE TO CREDITORS.

Notice is hereby given to the creditors of Mary E. Carter, late of said county, deceased, to file their claims against her with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County within three months from the 28th day of June, 1934.

This notice is given pursuant to the order of court passed in the above cause.

MADISON BROWN,
THOMAS J. KEATING, JR.
TRUSTEES.

Filed June 25th, 1934.

CERTIFIED COPY OF BOND
Filed June 25, 1934.

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of June, in the year 1934, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS; that we, Madison Brown and Thomas J. Keating, junior, of Queen Anne's County, in the State of Maryland, and the American Surety Company of New York, a corporation created 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 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 uzm 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 25th. day of June, in the year nineteen hundred and thirty four.

Whereas by a decree of the Circuit Court for Queen Anne's County sitting as a Court of Equity, bearing date on the fourteenth day of May, in the year nineteen hundred and thirty four and passed in the cause in the said Court bearing the number 2971 and wherein The Church Hill Bank of Maryland is the plaintiff and Benjamin F. Carter and others are the defendants, the above bounden Madison Brown and Thomas J. Keating, Junior, have been appointed Trustees to make sale of certain real estate in the proceedings in said cause mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Madison Brown and Thomas J. Keating, junior, 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)

Thos. J. Keating, Jr. (SEAL)

Signed, sealed and delivered in the presence of:

Frances butler. Seal's Place.

Filed June 25th. 1934.

And on the back of the foregoing Bond was thus endorsed, to wit:- Security approved and Bond filed June 25th. 1934.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 275, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 25th. day of June, in the year 1934.

Seal's Place.

B. HACKETT TURNER, Clerk.

REPORT OF SALE Filed June 25, 1934.

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

The Church Hill Bank of Maryland,

vs.

Benjamin F. Carter, Et., Al.

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Cause No. 2971.

To the Honorable, the Judges of said Court:-

The report of Madison Brown and Thomas J. Keating, junior, trustees appointed by the decree of this cause to make sale of certain real estate therein mentioned, shows:-

- 1. That prior to the making of the sale hereinafter mentioned they filed with the Clerk of this Court their bond to the State of Maryland in the pesnal sum of \$2000.00 with a corporation thereon authorized by law to become sole sureties on the bonds of trustees as provided by the decree of this cause dated May 14, 1934, and containing the condition required by said decree and said bond was duly approved by said Clerk.
2. That in the execution of the power and authority conferred upon them by the decree of this court passed May 14, 1934, and by the order or amended decree of this court passed June 21, 1934, they have sold at private sale the real estate mentioned in the proceedings of this cause unto Ernest F. Carter at and for the sum of \$960.00, as provided in the last mentioned order or decree, upon the terms of his offer heretofore filed in this cause and upon which the last mentioned order was passed, by notifying the said Ernest F. Carter in writing that his said offer had been accepted by these trustees.

Which is respectfully submitted.

MADISON BROWN THOS. J. KEATING JR. TRUSTEES.

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

I hereby certify that on this 25th day of June in the year nineteen hundred and thirty four, before me, the subscriber the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown and Thomas J. Keating, junior, trustees as aforesaid, and they did make oath in due form of law that the matters and things set forth in said report are true as therein stated to the best of their knowledge and belief, and that the sale therein mentioned was fairly made.

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

Filed June 25th, 1934.

ORDER NISI Filed June 25, 1934.

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

The Church Hill Bank of Maryland,
vs.
Benjamin F. Carter, Et. Al.

Cause No. 2971.

ORDER NISI

Ordered that 25th day of June, A. D., 1934, that the sale of the real estate mentioned in the proceedings of this cause as that of which Mary E. Carter died seized and possessed made unto Ernest F. Carter by Madison Brown and Thomas J. Keating, junior, trustees appointed by the decree of this cause to sell said real estate, and by said trustees reported to this court by their report filed herein be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of August 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 30th day of July next.

The report states the amount of sale to be \$960.00.

B. HACKETT TURNER Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Sept. 19, 1934.

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

The Church Hill Bank of Maryland
VS.
Benjamin F. Carter, Et. Al.
Cause No. 2971.

ORDER NISI

Ordered that 25th day of June, A. D., 1934, that the sale of the real estate mentioned in the proceedings of this cause as that of which Mary E. Carter died seized and possessed made unto Ernest F. Carter by Madison Brown and Thomas J. Keating, junior, trustees appointed by the decree of this cause to sell said real estate, and by said trustees reported to this court by their report filed herein be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of August 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 30th day of July next.

The report states the amount of sale to be \$960.00.

B. HACKETT TURNER, Clerk.

True Copy-

Test: B. HACKETT TURNER, Clerk.

MADISON BROWN,
THOMAS J. KEATING, JR.
Trustees.

THE CENTREVILLE OBSERVER

Centreville, Md., Sept. 19, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of The Church Hill Bank of Maryland vs. Benjamin F. Carter, 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 28th day of June, 1934, being more than four weeks before the 30th day of July, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Sept. 19, 1934.

By BERTHA G. DURNEY

CERTIFICATE OF PUBLICATION
OF NOTICE TO CREDITORS
Files Ept. 19, 1934.

LEGAL NOTICE

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

The Church Hill Bank of Maryland
vs.
Benjamin F. Carter, Et., Al.

CAUSE No. 2971.
NOTICE TO CREDITORS.

Notice is hereby given to the creditors of Mary E. Carter, late of said county, deceased, to file their claims against her with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County within three months from the 28th day of June, 1934.

This notice is given pursuant to order of court passed in the above cause.

MADISON BROWN,
THOMAS J. KEATING, Jr.,
Trustees.

THE QUEEN ANNE'S RECORD
Centreville * Maryland

September 19, 1934.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Notice to Creditors in the case of The Church Hill Bank of Md. vs. Benjamin F. Carter, et. al. a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 28th day of June 1934, being more than three months before the 28th day of June 1934.

Filed Sept. 19, 1934.

THE QUEEN ANNE'S PUBLISHING CO., INC.
By MARIE K. CONNOLLY

ORDER OF COURT
Filed Sept. 22, 1934.

In the Circuit Court for Queen Anne's County.

The Church Hill Bank of Maryland,
vs.
Benjamin F. Carter, Et. Al.

Cause No. 2971.

ORDER OF COURT.

ORDERED, on this 22nd day of September, in the year nineteen hundred and thirty four, by the Circuit Court for Queen Anne's County sitting as a Court of Equity that the sale of the real estate of which Mary E. Carter died seized and possessed made by Madison Brown and Thomas J. Keating, junior, trustees, and set forth and described in the within and foregoing Report of Sale filed by them be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the order nisi passed June 25, 1934 in this cause in relation to said sale, and the said trustees are hereby allowed their commissions on the proceeds of sale in accordance with the rule of this court and those costs and expenses of said sale, not personal, for which they shall produce proper vouchers before the Auditor.

And it is further ordered by this Court that as Madison Brown, the regular auditor of the court, is one of the trustees mentioned the papers and proceedings of this cause are hereby referred unto John Palmer Smith as special auditor with instructions unto him to state and return to this court an account between the proceeds of sale and said trustees.

Filed Sept. 22nd, 1934.

THOMAS J. KEATING

SPECIAL AUDITOR'S REPORT
Filed December 10, 1934.

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

The Church Hill Bank of Maryland,

vs.

Benjamin F. Carter, Et. Al.

Cause No. 2971.

To the Honorable, the Judges of said Court:

The report of John Palmer Smith, as special auditor appointed to state the audit in this case, unto Your Honors respectfully sets forth:

That prior to stating the within account which is the one I was directed to stated by the order of the court appointing me said auditor I took the oath before the Clerk of the Court required of me as said special auditor.

That upon the examination of the papers in this case I find that the proceedings were instituted for the sale of the property of Mary E. Carter for the purpose of paying out of the proceeds of sale of said real estate her indebtedness.

That it appears that the trustees of this case were by an order of this Court passed on this case directed to give notice to the creditors of Mary E. Carter to file their claims against her with the Clerk of this Court, and that the said trustees gave said notice as will appear from a certified copy issued by The Queen Anne's Record (a newspaper) of the advertisement of said notice filed in this cause September 19, 1934.

That it appears from the proceedings of this cause and from the Claim Docket kept by the Clerk of the Court of Claims filed with him that only four claims have been filed against the proceeds of the sale of this cause, namely: two claims filed by The Church Hill Bank of Maryland which are the same claims filed as Exhibits A and B. in this cause, and two notes filed by The Centreville National Bank of Maryland.

That after commencing the within account this auditor ascertained that the net proceeds of the sale of this cause were not sufficient by a small amount of money to pay the claims mentioned above in full. A statement of the claims with their interest and costs thereon has been made and filed with the within account as part thereof.

That as the claimants mentioned above filed with this auditor a paper agreeing to take the amounts distributed unto said claimants in this audit and reducing their claims to this amount this auditor in the within account has only allowed in this account to these claimants the amounts they agreed to take in settlement of their claims.

That in the within account the auditor has charged the trustees in this cause with the gross proceeds of the sale made by them and has thereout allowed as follows: Unto the trustees their commissions according to the rule of court; the Court costs of this cause; the costs of advertising the several orders nisi of the cause; taxes due and in arrear upon the property sold at the time of the sale paid by them per receipted tax statements exhibited to the auditor; and the costs of their bond and the fee of the auditor

Unto each creditor mentioned above he then allowed amount the creditor agreed to take in settlement of its claim mentioned in the statement of claims.

Which is respectfully submitted.

December 10, 1934.

JOHN PALMER SMITH
Special Auditor.

Cause No. 2971.

The proceeds of the sale of the real estate of Mary E. Carter, late of Queen Anne's County, deceased, in account with Madison Brown and Thomas J. Keating, junior, the trustees appointed by the decree filed in this cause to sell said real estate.

	Cr.		
1934			
June			
21	By the amount of the gross sale of said real estate per the report of said trustees filed in this cause, to wit: the sum of	\$960.00	
<hr/>			
	Dr.		
1934			
June			
21	To Madison Brown and Thomas J. Keating, trustees, for their commissions for making the sale per rule of Court, to wit: the sum of	\$64.90	
	To do., for the court costs of this cause per statement made by Clerk of Court, as follows:		
	Cost of B. H. Turner, clerk,	\$34.20	
	Appear. fee of Plaintiff's atty.	10.00	
	Appear. fee of Defendants' atty.	10.00	
	Costs of N. S. Dudley, Reg. of Wills	6.00	
	Costs of J. E. Anthony, sheriff,	2.40	
	Fee of Guardian ad litem	4.00	
	Costs of H. B. W. Mitchell, examiner,	8.00	
	Cost of Clerk to take testimony	2.50	
	Fees of Witnesses before Examiner,	2.25	79.35
	To do., for the cost of advertising order nisi on sale	\$3.75	
	notice to creditors to filed their claims . . . . .	.3.75	
	order nisi on this audit	2.50	10.00
	To do., for the cost of their bond filed herein to be paid the corporate surety thereon, per bill exhibited, the sum of		10.00
	To do., for state and county taxes due and in arrears at time of sale on real estate sold and paid by them unto Anna Q. Skinner, treas., per receipted statement exhibited,		
	for year 1931, the sum of	\$9.60	
	for year 1932, the sum of, . . . . .	.12.74	
	for year 1933, the sum of	5.20	27.54
	To John Palmer Smith, special auditor, for stating this account, the sum of		9.00
			\$200.79

To balance, being the net proceeds of sale,
 carried forward and distributed to the
 creditors, the sum of 759.21
 \$960.00 \$960.00

December 10, 1934.

JOHN PALMER SMITH
 Special Auditor.

Cause No. 2971.

Cr. By balance brought forward for distribution among the
 creditors of Mary E. Carter, to wit: the sum of \$759.21

DR.

To The Church Hill Bank of Maryland in full payment
 of the amount due said bank by note of \$150.00
 signed by Mary E. Carter and others filed in this
 cause as "Exhibit A", to wit: \$169.04

To The Church Hill Bank of Maryland in full payment
 of the amount due said bank by note of \$218.77
 signed by Mary E. Carter and others filed in this
 cause as "Exhibit B", to wit: 292.08

To The Centreville National Bank of Maryland in full
 settlement of amount due said bank under note of
 \$137.35 signed by said Mary E. Carter and B. F.
 Carter filed against the proceeds of this cause under
 notice to creditors given in this cause, to wit:
 the sum of 167.23

To The Centreville National Bank of Maryland in full
 settlement of amount agreed to be taken by said
 bank in payment of the amount due to said bank un-
 der note of \$175.00, to wit: the sum of 130.86

\$759.21 \$759.21

December 10, 1934.

JOHN PALMER SMITH
 Special Auditor.

Cause No. 2971.

A statement of the Claims filed in this Cause against Mary E. Carter, named in
 the proceedings of this cause, and against the proceeds of the sale of her real
 estate made in this cause for the payment of her debts.

The names of Claimants.

1. Church Hill Bank of Maryland - note signed by Mary E.
 Carter dated 6/21/30 \$150.00
 Int. from 12/21/30 to
 2/24/31 1.58
 \$151.58
 Credit 2/24/31 25.00
 \$126.58
 Int. from 2/24/31 to
 11/15/34 28.29
 \$154.87
 10% Commissions of collection
 per terms of note 15.48
 \$170.35

2. Church Hill Bank of Maryland - note signed by Mary E.
 Carter dated 8/25/30 \$218.77
 Int. from 2/25/31 to
 11/15/34 48.86
 \$267.63
 10% Commissions of collect-
 ion per terms of note 26.76
 \$294.39

3. Centreville National Bank of Maryland - note signed by Mary E.
 Carter dated 8/1/30 \$137.35
 Int. from 21/31 to
 11/15/34 31.20
 \$168.55

4. Centreville National Bank of Maryland - balance on note of \$175.00 as of 11/15/34 as principal \$109.55 add interest agreed to be taken by bank 21.31
\$130.86

NOTE BY AUDITOR: The auditor has ascertained that the amount due by Mary E. Carter on this note is in excess of \$130.86, and this amount is allowed in this audit by direction of the holder of the claim.

Decmeber 10, 1934. JOHN PALMER SMITH
Special Auditor.
 Filed Dec. 10th, 1934.

In the Circuit Court for Queen Anne's County, in Equity.
 The Church Hill Bank of Maryland, (
 vs. (Cause No. 2971.
 Benjamin F. Carter, Et. Al. ()

To John Palmer Smith, special auditor:

The Church Hill Bank of Maryland hereby agrees that you shall distribute in the audit to be stated by you in the above case unto said Bank the sum of \$169.04 in settlement of its claim of \$170.35 under its note filed in this cause made by Mary E. Carter in the sum of \$150.00 instead of the sum of \$170.35, the amount you ascertained to be due by said note, and

The Church Hill Bank of Maryland hereby agrees that you shall distribute in the audit to be stated by you in the above case unto said Bank the sum of \$292.08 in settlement of its claim of \$294.39 under its note filed in this cause made by Mary E. Carter in the sum of \$218.77 instead of the sum of \$294.39, the amount you ascertained to be due by said note.

THE CHURCH HILL BANK OF MARYLAND,
 by MADISON BROWN
 Its Attorney.

To John Palmer Smith, special auditor:

The Centreville National Bank of Maryland hereby agrees that you shall distribute to it in the audit to be stated by you in the above case the sum of \$167.23 in settlement of its claim of \$168.55 due to said Bank by Mary E. Carter under the note from her to said Bank filed in this cause of \$137.35, instead of said sum of \$158.55, and

The Centreville National Bank of Maryland hereby agrees that you shall distribute unto said Bank in the audit to be stated by you in the above case the sum of \$130.86 in settlement of the amount due the said Bank under the note filed in this case given by said Mary E. Carter to said Bank of \$175.00, which sum of \$130.86 is less than the amount due by said Mary E. Carter to said Bank under said note.

THE CENTREVILLE NATIONAL BANK OF
 MARYLAND,
 by W. RAY TABLER
 Its Cashier.

NISI RATIFICATION OF AUDIT

The Church Hill Bank of Maryland a body corporate) IN THE CIRCUIT COURT
 VS.) FOR QUEEN ANNE'S COUNTY
 Benjamin F. Carter et. al.) IN EQUITY
 CASE No. 2971 Chy.

ORDERED, This 10th day of December in the year nineteen hundred and thirty-four 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 4th day of January 1935; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of December 1934 in some newspaper printed and published in Queen Anne's County.

Wm. H. Carter Clerk

Filed December 10th, 1934.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Jan. 7, 1935.

THE CHURCH HILL BANK OF MARYLAND,
a body corporate
vs.
BENJAMIN F. CARTER, et. al.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY IN EQUITY Case No. 2971 Chg.

ORDERED, This 10th day of December in the year nineteen hundred and thirty-four 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 4th day of January 1935 provided a copy of this order be published once a week in each of two successive weeks before the 28th day of December 1934 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER Clerk.
Filed December 10th, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md., January 7, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Church Hill Bank of Maryland vs. Benj. F. Carter 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 13th day of Dec. 1934, being more than two weeks before the 28th day of December, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed Jan. 8, 1935.

Ordered on this 8th day of January, 1935, 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 foregoing Report and Account of John Palmer Smith, Special Auditor, be ratified and confirmed, no cause to the contrary thereof having been shown although it appears that notice has been given in accordance with the order nisi heretofore passed in this cause in relation to said Report and Account, and it is further ordered that Madison Brown and Thomas J. Keating, junior, the trustees of this cause, be and they are hereby directed to apply 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, the claims of the creditors.

J. OWEN KNOTTS

Filed Jan. 8th, 1935.

Cause No. 2943.

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

Baltimore, Md.

February 2nd, 1933.

William R. Horney & Louis P. Bolgiano, Esquires,
Baltimore, Md.

Dear Sirs:

You are hereby authorized to file suit on behalf of John J. Zahner, Jr., infant, for the partition of the real property located in Queen Anne's County, formerly belonging to Mary Lucinda Buckless, in which said infant may have an interest, and to file said proceedings in my name as the next friend or prochein ami of said infant.

Filed Feby. 22nd, 1933.

Very truly yours,

Mrs. Catherine Zahner.

Filed as "Examiner's Exhibit B".

John J. Zahner, Jr., Infant,	:	In the
By Catherine Zahner,	:	Circuit Court for
his next friend	:	Queen Anne's County
vs.	:	
Marie V. Buckless	:	
Charles M. Buckless and	:	
George J. Buckless	:	

To the Honorable, the Judge of said Court:

The Bill of Complaint of John J. Zahner, Jr., infant, by Catherine Zahner, his next friend, respectfully shows:

1. That Mary Lucinda Buckless departed this life on or about November 12th, 1931, being possessed of certain real estate situate and lying in or near the town of Grasonville, in Queen Anne's County, which will fully appear as by reference to deed dated June 5th, 1928, from William Belvin Thomas and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 8 folio 191, which said deed is filed herewith and marked "Complainant's Exhibit A", and prayed to be taken as part hereof.

2. That the said Mary Lucinda Buckless left surviving her, as her only heirs at law, her husband, Thomas Buckless, and a grandchild, the infant Complainant herein, John J. Zahner, Jr., being the only child of Ruth Buckless Zahner, the only daughter of Mary Lucinda Buckless.

3. That said Thomas Buckless, husband of Mary Lucinda Buckless, died on or about November 17th, 1932, subsequent to the said Mary Lucinda Buckless, and leaving as his only heirs at law, the Defendant herein, Marie V. Buckless, Charles M. Buckless and George J. Buckless, all of whom your Petitioner is informed and verily believes live at 723 Mura Street, in the City of Baltimore, State of Maryland.

4. That the said John J. Zahner, Jr., infant, and Marie V. Buckless, Charles M. Buckless and George J. Buckless are the only heirs at law of the said Mary Lucinda Buckless, and are entitled to the property of the said Mary Lucinda Buckless, the said John J. Zahner, Jr., infant, having a two-thirds interest therein and the said Marie V. Buckless, Charles M. Buckless and George J. Buckless each having a one-ninth interest therein.

5. That said property consists of a lot situate on the left side of the road leading from Grasonville into the farm now or formerly belonging to Lloyd Ford, comprising approximately five-eighths of an acre and improved by a two and one-half story frame dwelling and outbuildings, 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 interest, it will be necessary that the said real estate be sold and the proceeds thereof be divided among the parties according to their several interests.

6. There is filed with this Bill of Complaint written authority to the solicitors to file this Bill for that purpose, in accordance with the laws of the State of Maryland as set forth in Article 16, Section 162, in the Annotated Code of Maryland.

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 the said infant complainant and the other parties entitled thereto according to their respective rights and interests.

3. That your Orator may have such other and further relief as his case may require.

May it please your Honor to grant unto Your Orator the writ of subpoena directed to the said Marie V. Buckless, Charles M. Buckless and George J. Buckless, adults, all residents in Baltimore City, State of 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, etc.

WILLIAM R. HORNEY

LOUIS P. BOLGIANO
Solicitors for Complainant.

Filed Feby. 22nd, 1933.

COMPLAINANT'S EXHIBIT "A"
Filed February 22, 1933.

THIS DEED, Made this Fifth day of June, in the year, nineteen hundred and twenty eight, by William Belvin Thomas, (Single Man) of Queen Anne's County, in the State of Maryland,

WITNESSETH, that in consideration of the sum of Twelve Hundred Dollars (\$1200.00) the receipt whereof is hereby acknowledged the said William Belvin Thomas, single man, of said Queen Anne's County and State of Maryland, does hereby grant and convey unto Mary Lucinda Buckless, of said County and State, in fee simple, the following described real estate, situate, lying and being in or near the village of Winchester (now Grasonville) in the Fifth Election District of said Queen Anne's County, in the said State of Maryland, and described as follows, TO WIT: ALL THAT LOT OR PARCEL OF LAND, situate, lying and being near or in the Town of Grasonville (formerly Winchester) and on the left side of the road leading from Grasonville (formerly Winchester) into the farm of Lloyd Ford (now Dr. Cook), and contained within the following metes and bounds, courses and distances, TO WIT: BEGINNING for the same at a point where the road leading into the Lloyd Ford (now Dr. Cook) farm) corners or intersects the land formerly owned by the late Henry Covington (now owned by Carey Saddler), and where a stone is planted, and runs along the Lloyd Ford (now Dr. Cook) farm in a southerly direction a distance of one hundred and fifty six (156) feet, to a stone; thence in a Westerly direction a distance of three hundred and twenty five (325) feet, to a stone; thence in a north-Westerly direction a distance of ten (10) feet; thence in a Northerly direction a distance of three hundred and fifty eight (358) feet, to the Place of Beginning, containing Five-Eighths of an acre of land more or less, and known as and by the name of the "PARANKAGE PROPERTY" and being the same land as that described in the Deed from Thomas Evans Buckless and Mary Lucinda Buckless, his wife, to the said William Belvin Thomas, dated the 4th. day of June, in the year, 1928, and intended to be recorded among the Land Record Books for Queen Anne's County, State of Maryland, in Liber B. H. T. NO. 8 folios , immediately preceding these presents, to which Deed and the references therein contained especial reference is hereby made for an accurate description of the land intended to be herein conveyed.

TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREUPON and all the rights, roads, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

And the said William Belvin Thomas, single man, covenants that he will warrant specially the property hereby conveyed, and that he will execute such other and further assurances of title thereto as may be now or may hereafter become requisite or necessary.

AS WITNESS HIS HAND AND SEAL.

TEST:

WILLIAM BELVIN THOMAS (SEAL)

H. K. THOMAS

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

I hereby certify that on this Fifth 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, legally and duly commissioned and qualified, personally appeared William Belvin Thomas (single man) and did acknowledge the foregoing Deed to be his act and Deed.

In Testimony whereof I Have Hereunto subscribed my name and affixed my NOTARIAL seal the day and year first above written.

H. K. THOMAS
Notary Public. Notary Public Seal.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed Feb. 28, 1933.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Charles M. Buckless
Seal's
Place.

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of March next, to answer the complaint of John J. Zahner, Jr., infant, by Catherine Zahner, his next friend 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 1933
Issued the twenty second day of February in the year 1933.

Clerk.

William R. Horney and Louis P. Bolgiano
Solicitor for Complainant.

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

B. HACKETT TURNER Clerk.

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

Copy of service admitted 2/27/33.
Stuart M. Yeatman

Summoned Charles M. Buckless and a copy of the Process with a copy of the Bill of Complaint left with Steaurt M. Yeatman the defendants attorney on the 27th day of February 1933 in the Presence of Frank A. Budacz.

Filed Feb. 28th, 1933. Joseph C. Deegan
Sheriff.

Fees \$1.70.

SUBPOENA FOR RESPONDENT

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

George J. Buckless
Seal's
Place

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of March next, to answer the complaint of John J. Zahner, Jr., infant, by Catherine Zahner, his next friend, 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 1933
Issued the twenty second day of February in the year 1933.

B. HACKETT TURNER Clerk.

William R. Horney and Louis P. Bolgiano
Solicitor for Complainant.

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

B. HACKETT TURNER Clerk.

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

Copy of service admitted 2/27/33.

Stuart M. Yeatman
Attorney

Summoned George J. Buckless and a Copy of the Process with a copy of the Bill of Complaint left with Steuart M. Yeatman the defendants attorney on the 27th day of February 1933 in the Presence of Frank A. Budacy.

Joseph C. Deegan
Sheriff

Filed Feb. 28/33.

Fees \$1.70.

SUBPOENA FOR RESPONDENT

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Marie V. Buckless

Seal's
Place.

OF Baltimore City, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of March next, to answer the complaint of John J. Zahner, Jr., infant, by Catherine Zahner, his next friend 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 1933.
Issued the twenty second day of February in the year 1933.

B. HACKETT TURNER Clerk.

William R. Horney and Louis P. Bolgiano
Solicitor for Complainant

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

B. HACKETT TURNER Clerk.

And on the back of the foregoing subpoena is thus endorsed, to wit:-

Copy of service admitted 2/27/33.

Stuart M. Yeatman
Attorney

Summoned Marie V. Buckless and a copy of the Process with a copy of the Bill of Complaint left with Steuart M. Yeatman the defendants attorney on the 27th day of February 1933, in the presence of Frank A. Budacy;

Joseph C. Deegan
Sheriff.

Fees \$1.70.

ANSWER OF GEORGE J. BUCKLESS
Filed March 15, 1933.

JOHN J. ZAHNER, JR., infant,
by Catherine Zahner,
his next friend

VS

MARIE V. BUCKLESS,
CHARLES M. BUCKLESS, and
GEORGE J. BUCKLESS

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of GEORGE J. BUCKLESS, by Stuart M. Yeatman, his solicitor, to the bill of complaint of John J. Zahner, Jr. et al, against him and other in this court exhibited, states ;

1. That he neither admits or denies the allegations contained in the first paragraph of said bill of complaint, but demands strict proof thereof.

2. That he neither admits or denies the allegations contained in the second paragraph of said bill of complaint, but demands strict proof thereof.

3. That he admits the allegations contained in the third paragraph of said bill of complaint.

4. That he neither admits or denies the allegations contained in the fourth paragraph of said bill of complaint, but demands strict proof thereof.

5. That he neither admits or denies the allegations contained in the fifth paragraph of said bill of complaint, but demands strict proof thereof.

6. That he admits the allegations contained in the sixth paragraph of said bill of complaint.

Having answered said bill of complaint, your respondent prays that the Chancellor of the said Equity Court make equitable distribution of the property and take whatever other steps may be deemed mete and proper under the circumstances.

AND as in duty bound, etc.

STUART M. YEATMAN
(Solicitor for Respondent)

ANSWER OF MARIE V. BUCKLESS
Filed March 15, 1933.

JOHN J. ZAHNER, JR, infant,
by Catherine Zahner,
his next friend

VS.

MARIE V. BUCKLESS
CHARLES M. BUCKLESS, and
GEORGE J. BUCKLESS

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of MARIE V. BUCKLESS, by Stuart M. Yeatman, her solicitor, to the bill of complaint of John J. Zahner, Jr. et al, against her and others in this court exhibited, states:

1. That she neither admits or denies the allegations contained in the first paragraph of said bill of complaint, but demands strict proof thereof.

2. That she neither admits or denies the allegations contained in the second paragraph of said bill of complaint, but demands strict proof thereof.

3. That she admits the allegations contained in the third paragraph of said bill of complaint.

4. That she neither admits or denies the allegations contained in the fourth paragraph of said bill of complaint, but demands strict proof thereof.

5. That she neither admits or denies the allegations contained in the fifth paragraph of said bill of complaint, but demands strict proof thereof.

6. That she admits the allegations contained in the sixth paragraph of said bill of complaint.

Having answered said bill of complaint, your respondent prays that the Chancellor of the said Equity Court make equitable distribution of the property and take whatever other steps may be deemed mete and proper under the circumstances.

STUART M. YEATMAN
(Solicitor for Respondent)

ANSWER OF CHARLES M. BUCKLESS
Filed March 15, 1933.

JOHN J. ZAHNER, JR, infant,
by Catherine Zahner,
his next friend

vs

MARIE V. BUCKLESS,
CHARLES M. BUCKLESS, and
GEORGE J. BUCKLESS

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of CHARLES M. BUCKLESS, by Stuart M. Yeatman, his solicitor, to the bill of complaint of John J. Zahner, Jr. et al, against him and others in this court exhibited, states:

1. That he neither admits or denies the allegations contained in the first paragraph of said bill of complaint, but demands strict proof thereof.
2. That he neither admits or denies the allegations contained in the second paragraph of said bill of complaint, but demands strict proof thereof.
3. That he admits the allegations contained in the third paragraph of said bill of complaint.
4. That he neither admits or denies the allegations contained in the fourth paragraph of said bill of complaint, but demands strict proof thereof.
5. That he neither admits or denies the allegations contained in the fifth paragraph of said bill of complaint, but demands strict proof thereof.
6. That he admits the allegations contained in the sixth paragraph of said bill of complaint.

Having answered said bill of complaint, your respondent prays that the Chancellor of the said Equity Court make equitable distribution of the property and take whatever other steps may be deemed mete and proper under the circumstances.

And as in duty bound, etc.

STUART M. YEATMAN
(Solicitor for Respondent).

DEPOSITIONS
Filed April 26, 1933.

JOHN J. ZAHNER, JR., infant
by Catherine Zahner, his next
friend,

vs.

MARIE V. BUCKLESS,
CHARLES M. BUCKLESS AND
GEORGE J. BUCKLESS.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
Chancery No. 2943.

TO THE HONORABLE, the Judges of said Court:

Your Examiner having been notified by William R. Horney, Esq., that the plaintiffs desired to take testimony in the above entitled cause at ten-thirty o'clock, a. m., Wednesday, April 9th., 1933, your Examiner did attend at his office in Centreville, Maryland, at the time and date above mentioned, there being present John J. Zahner, Jr., infant, Catherine Zahner, his next friend; George J. Buckless, and Stuart M. Yeatman, Esq., and Louis P. Bolgiano, Esq., and proceeded to take the following testimony:

Mrs. Catherine Zahner, the first witness of lawful age, after being duly sworn, deposes and says:

By Mr. Louis P. Bolgiano:

1. Q. Mrs. Zahner what is your name and address?
A. Mrs. Catherine Zahner and I live at 510 North Glover Street, Baltimore, Maryland.
2. Q. How long have you lived there?
A. Going on seven years.
3. Q. How long have you lived in Baltimore?
A. All my life.
4. Q. In that neighborhood?
A. Yes.

5. Q. How long have you been married, Mrs. Zahner?

A. Twelve years the twenty-first of June.

6. Q. Did you know Mary Lucinda Buckless?

A. Yes.

7. Q. Where did you know her?

A. I met her through her daughter, and I have known her for fifteen years.

8. Q. Where did she live?

A. 115 North Patterson Park, Baltimore, Maryland.

9. Q. Was that near where you lived?

A. Yes sir, wasn't far.

10. Q. How well did you know her?

A. I knew her right well.

11. Q. Where did her daughter live?

A. She lived two doors from me on Maderia Street.

12. Q. What is her name?

A. Her name is Ruth Zahner.

13. Q. Were you close friends with Ruth Zahner?

A. Not real close.

14. Q. Did you visit?

A. Yes we visited.

15. Q. And you met Mrs. Buckless visiting at the house of her daughter?

A. Yes sir.

16. Q. What relation are you to Ruth Zahner?

A. I married her husband's brother, and I am her sister-in-law.

17. Q. I hand you a deed, will you state what it is?

A. It is a deed dated June 5th., 1928, from William Belvin Thomas to Mary Lucinda Buckless conveying to her certain property in Grasonville, Queen Anne's County, Maryland, and showing that it was recorded among the County land records in Liber B. H. T. No. 8, folio 191. Filed as Examiner's Exhibit A.

18. Q. Do you know how many children Mary Lucinda Buckless had?

A. She only had one and three step-children.

19. Q. One child by her first husband and she was married twice?

A. Yes sir.

20. Q. Who was the child she had by her first husband?

A. Ruth Zahner.

21. Q. Is Ruth Zahner now living?

A. No sir she is dead.

22. Q. When did she die?

A. October 19th., 1922.

23. Q. How many children did Ruth Zahner have?

A. She has two. Two boys.

24. Q. Are they both living?

A. No sir only one, one is dead.

25. Q. Did you know her at the time of the child's death?

A. Yes sir.

25. Q. You knew Ruth Zahner at the time of her death?

A. Yes sir I saw her buried and everything.

26. Q. You say Ruth Zahner had two children and one of them died, who is the surviving child?

A. Yes sir. John J. Zahner, Jr.

27. Q. Is that the plaintiff in the suit?

A. Yes sir.

28. Q. Mary Lucinda Buckless you say was married twice and had only one child by her first marriage, who did she marry the second time?

A. Sergeant Thomas Buckless.

29. Q. Were there any children by the marriage of Mary Lucinda Buckless to Sergeant Thomas Buckless?

A. No children.

30. Q. You knew them during the time they were married?

A. Yes sir.

31. Q. And visited them and was in close contact with them from time to time.

A. Yes sir.

32. Q. Did Sergeant Thomas Buckless have any children?

A. Three of them.

33. Q. Were these by a previous marriage?

A. Yes sir.

34. Q. Can you name the three children?

A. One was Marie Virginia Buckless, and one was Charles M. Buckless and the other one was George J. Buckless.

35. Q. They are the defendants in this suit, are they?

A. Yes sir.

36. Q. When did Mary Lucinda Buckless die?

A. November 12th., 1931.

37. Q. Did she leave any will?

A. No sir not as I know of.

38. Q. Is Sergeant Buckless still living?

A. No sir.

39. Q. When did he die?

A. He died November 17th., 1932.

40. Q. John J. Zahner, Jr., then, as you say, is the only grandchild and direct surviving grandchild of Mary Lucinda Buckless who owned this property?

A. Yes sir.

41. Q. And the three defendants are step children of hers, in fact children of her husband, Sergeant Buckless by his first wife?

A. Yes sir.

42. Q. You have seen this property described in this deed?

A. Yes sir.

43. Q. What does it consist of?
 A. A seven room house, a chicken house and a garage. There is one acre and a half of land..
44. Q. Is the land all in one piece?
 A. Yes sir.
45. Q. Could it be divided up, the house and lot, among several people?
 A. No.
46. Q. In your judgment do you think it would be to the best interests of all the parties interested in the property to have the house and lot sold and the money to be divided between them?
 A. Yes.
47. Q. How old is John J. Zahner, Jr.?
 A. Twelve years old.
48. Q. You have known him ever since he was born?
 A. Yes sir.
49. Q. Are you acting as his next friend?
 A. Yes sir.
50. Q. He is under your care and custody?
 A. Yes sir.
51. Q. You have signed this authorization dated February 2nd., 1933, filed with the bill of complaint, giving your authority to file the suit in your name in his behalf as his next friend?
 A. Yes sir.
- Filed as Examiner's Exhibit B.

Examiner's Special:

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer, Answer: No.

MRS. CATHERINE ZAHNER

George J. Buckless, the next witness of lawful age, after being duly sworn, deposes and says:

By Stuart M. Yeatman, Esq.,:

1. Q. Your full name is George J. Buckless and you are a resident of Baltimore?
 A. Yes in Baltimore.
2. Q. You are one of the defendants named in this suit?
 A. Yes sir.
3. Q. The other two defendants are Marie V. Buckless and Charles M. Buckless. Are they relatives of yours?
 A. Sister and brother.
4. Q. Have you any other sisters and brothers?
 A. Only one sister and one brother and they are named as defendants.
5. Q. What was your father's name?
 A. Thomas E. Buckless.
6. Q. And he is the Thomas E. Buckless who married Mary Lucinda Buckless?
 A. That is my father, yes sir.
7. Q. You are one of the children of his first marriage?
 A. Yes sir.
8. Q. Your mother died prior to his marriage to Mary Lucinda Buckless?
 A. Yes sir four years then he married.
9. Q. Did he have any children by Mary Lucinda Buckless?
 A. No did not have any children.
10. Q. Do you know the name of Mary Lucinda Buckless, the second wife, prior to her marriage to Thomas Buckless?
 A. Her maiden name was Milburn and then she married Michael Roth.
11. Q. Then Michael Roth died before she married your father, Mr. Buckless?
 A. Yes sir.
12. Q. At the time of her marriage to your father did she have any children living by a prior marriage?
 A. She had one daughter.
13. Q. What was her name?
 A. Ruth Roth.
14. Q. Did Ruth Roth marry?
 A. She married John Zahner.
15. Q. Is Ruth Zahner living?
 A. Dead.
16. Q. Did she have any children by John Zahner?
 A. This boy, John Zahner, Jr. , and one dead.
17. Q. Now do you understand that you are entitled to a one-ninth interest in the property of Mary Lucinda Buckless?
 A. Yes sir.
18. Q. Do you know what that property consists of?
 A. No sir.
19. Q. This morning you have seen a house located at Grasonville, which was the same house described in a deed testified to by Mrs. Zahner before, did Mrs. Mary Lucinda Buckless die owning that house?
 A. The way I understand it, yes sir.
20. Q. In your opinion could any disposition be made of that property except a sale without material loss and injury to the parties interested?
 A. No sir.
21. Q. In your opinion would it be of benefit to all the parties that are interested to sell the house?
 A. Yes sir.
22. Q. Mr. Buckless are you employed at the present time?
 A. No sir.

23. Q. Have you been able to pay for attorney or counsel to defend you in this case?

A. No.

24. Q. Are you able to pay any costs of the proceedings?

A. No sir.

25. Q. Whatever costs might be against you would have to be taken out of the proceeds of the sale?

A. Yes sir.

Examiner's Special:

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

Answer:

No sir.

GEORGE J. BUCKLESS

The Plaintiff's Solicitors desiring to have additonal testimony taken but not being prepared to have this done at this time have asked that the taking of testimony be postponed to a time to be hereafter fixed, which is done.

H. B. W. MITCHELL
EXAMINER.

William R. Horney, Esq., one of the counsel for the plaintiff, having notified me that he desired me to take additional testimony in this cause, I did attend at my office in Centreville, Maryland, Tuesday, April 25th., 1933, there being present William R. Horney, Esq., and proceeded to take the following testimony:

William E. King, the first witness of lawful age, after being duly sworn, deposes and says:

By William R. Horney, Esq.:

1. Q. What is your name, age, residence and occupation?

A. William E. King, 66 years old, Grasonville, Maryland, oyster packer.

2. Q. State whether or not you are familiar with property known as the Mary Lucinda Buckless property situated near Grasonville, Maryland,

A. Yes.

3. Q. State, in your opinion, what is the value of this property at the present time?

A. Between five hundred dollars, (\$500.00), and six hundre dollars, (\$600.00).

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

A. No.

W. E. KING

There being no other witnesses to be examined, or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged as such Examiner in taking this testimony three days and examined three witnesses, making the costs chargeable to the plaintiff:

H. B. W. Mitchell, Examiner, - - - - -	\$12.00
Mrs. Verna Crowl, Stenographer, - - - - -	3.50
Mrs. Catherine Zahner, Witness, - - - - -	.75
George J. Buckless, Witness, - - - - -	.75
William E. King, Witness, - - - - -	.75
	<u>\$17.75</u>

H. B. W. MITCHELL
EXAMINER.

For Examiner's Exhibit A, see Complainant's Exhibit "A" recorded following Bill of Complaint.

Examiner's Exhibit B.

Baltimore, Md.
February 2nd, 1933.

William R. Horney & Louis P. Bolgiano, Esquires,
Baltimore, Md.

Dear Sirs:

You are hereby authorized to file suit on behalf of John J. Zahner, Jr., infant, for the partition of the real property located in Queen Anne's County, formerly belonging to Mary Lucinda Buckless, in which said infant may have an interest, and to file said proceedings in my name as the next friend or prochein ami of said infant.

Very truly yours,

Filed Feby. 22nd, 1933.

Mrs. Catherine Zahner,

Filed as "Examiner's Exhibit B".

AGREEMENT OF COUNSEL
Filed May 17, 1933.

John J. Zahner, Jr., Infant, etc.,

vs.

Marie V. Buckless, et al.

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

Cause No. 2943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

It is hereby agreed by and between Louis P. Bolgiano and Harper and Horney, Solicitors for the Plaintiff, and Stuart M. Yeatman, Solicitor for the Defendants, that the proceedings in this cause and the testimony taken by the Examiner be submitted to the Court, without argument, for such decree as the Court may think proper in the premises.

And it is hereby respectfully suggested that William R. Horney be appointed Trustee to make sale of the real estate described in this cause.

LOUIS P. BOLGIANO

HARPER & HORNEY
Solicitors for Plaintiff.

STUART M. YEATMAN
Solicitor for Defendants.

Filed May 17, 1933.

PETITION OF ELSIE BUCKLESS TO BE
MADE A PARTY DEFENDANT AND ORDER OF
COURT THEREON
Filed June 19, 1933.

JOHN J. ZAHNER, JR., INFANT, etc.,

vs.

MARIE V. BUCKLESS, ET AL.

Y
Y
Y
Y
Y

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

Cause No. 2943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Elsie Buckless, unto your Honors, respectfully sets forth:

1. That your Petitioner is the wife of George J. Buckless, one of the defendants to this cause and the only defendant who is married.
2. That your Petitioner is desirous of being made a party defendant to said cause, having been advised that it is proper for her to be such, and to answer and defend this suit.

Your Petitioner, therefore, prays this Honorable Court to pass an order permitting her to be made a party defendant to this cause and authorizing and directing her to answer and defend this suit.

Respectfully submitted,

ELSIE BUCKLESS
Petitioner.

Filed June 19-1933.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 23rd day of June, 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 Elsie Buckless, be and she is hereby permitted to become a party defendant to this cause and leave is hereby granted to her to answer and defend this suit, provided such answer shall be filed within five days from this date.

Filed June 23, 1933.

THOMAS J. KEATING

ANSWER OF ELSIE BUCKLESS
Filed June 23, 1933.

JOHN J. ZAHNER, JR., INFANT, etc.,

vs.

MARIE V. BUCKLESS, ET AL.

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

Cause No. 2943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Elsie Buckless, by Stuart M. Yeatman, her Solicitor, to the Bill of Complaint of John J. Zahner, Jr., etc., against her and others in this Court exhibited, states:

That this defendant admits the several matters and things stated in the said Bill of Complaint to be true as therein set forth, and does hereby consent to the passage of a decree by this Honorable Court for the sale of the real estate mentioned in the above entitled proceedings forthwith, as prayed in the Bill of Complaint, upon the testimony heretofore taken in this cause in support of the allegations of the said bill.

And as in duty bound, etc.,

ELSIE BUCKLESS
Defendant.

Stuart M. Yeatman
Solicitor for Elsie Buckless.

Filed June 23, 1933.

AGREEMENT OF COUNSEL AS TO INTESTACY OF
RUTH ZAHNER, AND FOR RE-SUBMISSION OF
TESTIMONY FOR A DECREE.
Filed June 23, 1933.

JOHN J. ZAHNER, JR., INFANT, etc.,

vs.

MARIE V. BUCKLESS, ET AL.

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

Cause No. 2943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

It is hereby admitted by and between Louis P. Bolgiano and Harper and Horney, Solicitors for the Plaintiff, and Stuart M. Yeatman, Solicitor for the Defendants, that Ruth Zahner, the daughter of Mary Lucinda Buckless, and the mother of John J. Zahner, Jr., departed this life on October 19th, 1922, intestate.

And it is agreed by and between the said Solicitors for said Plaintiff and said Defendants that the proceedings in this cause and the testimony heretofore taken by the Examiner be resubmitted to the court, without argument, for such decree as the Court may think proper in the premises.

LOUIS P. BOLGIANO

HARPER & HORNEY
Solicitors for Plaintiff.

STUART M. YEATMAN
Solicitor for Defendants.

Filed June 23, 1933.

FINAL DECREE
Filed June 23, 1933.

JOHN J. ZAHNER, JR., Infant, etc.,

vs.

MARIE V. BUCKLESS, ET AL.

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

Cause No. 2943.

FINAL DECREE

This cause standing ready for hearing and being submitted without argument by the Solicitors for the Plaintiff and Defendants for such decree as the Court might think proper, all the proceedings were read and considered.

IT IS THEREUPON, this 23rd day of June, 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, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold; that Wm. R. Horney, of Queen Anne's County, Maryland, be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of one thousand Dollars (\$1000.00), if corporate surety be given, or in double that amount if corporate surety be not given, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' previous notice by advertisement, inserted in a newspaper or newspapers printed and published in Queen Anne's County, Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms of sale shall be one-third cash, one-third in six months and one-third in twelve months from the day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the Trustee, and, as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendants, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed according to law under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in considerations of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

THOMAS J. KEATING

Filed June 23rd, 1933.

CERTIFIED COPY OF BOND
Filed June 24, 1933.

Queen Anne's County, to wit:- Be it remembered that on the twenty fourth day of June, in the year 1933, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, THAT WE, William R. Horney, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars (\$1,000.00) current money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th. day of June, in the year nineteen hundred and thirty three;

WHEREAS, the above bounden William R. Horney, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, has been appointed Trustee to sell the real estate mentioned in the proceedings in the case of "John J. Zahner, Jr. etc., Vs. Marie V. Buckless, et al." being Cause No. 2943, now pending in said Court.

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

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

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

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed June 24th. 1933.

B. Hackett Turner, Clerk

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 246, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 24th. day of June, in the year 1933.

Seal's
Place.

B. HACKETT TURNER Clerk.

REPORT OF SALE
Filed July 26, 1933.

JOHN J. ZAHNER, JR., INFANT, etc.,

vs.

MARIE V. BUCKLESS, ET AL.

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

Cause No. 2943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Trustee appointed by the decree passed in the above cause on the 23rd day of June, 1933, to make sale of certain real estate therein mentioned and described, to your Honors respectfully shows:

1. That after giving bond with security for the faithful discharge of the trust reposed in him by said decree and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer, a newspaper printed and published in Queen Anne's County, State of Maryland, he did, pursuant to said notice and advertisement, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, commencing at the hour of 1:30 o'clock, P. M., on Tuesday, the 25th day of July, 1933, and did then and there offer at public sale to the highest bidder the real estate described in said advertisement of sale, to wit: ALL that lot or parcel of land, known as "The Buckless Property", situate, lying and being in or near the village of Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland, and on the left side of the road leading from Grasonville into the farm formerly owned by W. Lloyd Ford but now owned by Dr. Theodore Cook, containing 5/8ths of an acre of land, more or less, upon the terms set forth in said decree and in said advertisement and sold the same to Bernard A. Snyder, who was then and there the highest bidder therefor, at and for the sum of Three Hundred and Twenty Five Dollars (\$325.00). And your Trustee further reports that the said purchaser, Bernard A. Snyder, has paid to your Trustee the sum of One Hundred Dollars (\$100.00) in cash, and has passed unto your Trustee his agreement in writing whereby he agrees to make settlement with your Trustee for the balance of said purchase money upon the final ratification of said sale by this Court.

2. That at the time of offering said real estate for sale, your Trustee announced that possession would be given upon the final ratification of said sale by this Court; that the purchaser would be required to pay the State and County taxes for the current year 1933, and that all taxes now due and in arrears would be paid by your Trustee; that the fire insurance on the buildings on said property would be adjusted as of the day of sale; and that all title papers would be at the expense of the purchaser.

3. A certificate of the publication of the said advertisement in the Centreville Observer, a Newspaper printed and published as aforesaid in Queen Anne's County aforesaid, is filed herewith and is marked "Exhibit No. A".

Respectfully submitted,

WILLIAM R. HORNEY
Trustee.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY,

} TO WIT:

I HEREBY CERTIFY that on the 26th day of July, in the year nineteen hundred and thirty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Trustee, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief and that the sale therein reported was fairly made.

B. HACKETT TURNER
Clerk.

Filed July 26th, 1933.

CERTIFICATE OF CLERK

I, B. Hackett Turner, Clerk, do hereby certify that no exceptions have been filed to the ratification of the sale reported in this cause.

B. HACKETT TURNER
Clerk.

Dated - October 19th, 1933.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed July 26, 1933.

TRUSTEE'S SALE
OF
A Valuable
D W E L L I N G
Near Grasonville

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 23rd day of June, 1933, in the case of "John J. Zahner, Jr., infant, etc. vs. Marie V. Buckless, et al.", being Chancery Cause No. 2943, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, JULY 25, 1933 commencing at 1:30 o'clock, P. M., the following described real estate, to wit:

ALL THAT LOT OR PARCEL OF LAND, known as "The Buckless Property," situate, lying and being in or near the village of Grasonville, in the Fifth Election District of Queen Anne's County, Maryland, and on the left side of the road leading from Grasonville into the farm formerly owned by W. Lloyd Ford but now owned by Dr. Theodore Cook, containing 5/8ths of an acre of land, more or less.

The improvements consist of a dwelling in good condition and small outbuildings. This property will make an ideal summer home being located as it is near the water.

TERMS OF SALE: (as prescribed by the decree). 1-3 cash, 1-3 in 6 months and 1-3 in 12 months from date of sale, or all cash, at option of purchaser, the credit portions, if any, to bear interest and to be secured to the satisfaction of the Trustee. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY, Trustee.
LOUIS P. BOLGIANO.
Harper and Horney,
Attorneys,
J. ELMER ANTHONY, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., July 26, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustees sale in the case of John J. Zahner Jr. Infant etc. vs. Marie V. Buckless, 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 hereof having been made in said newspaper on the 29th day of June, 1933, being more than three weeks before the 25th day of July 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO.

"Exhibit NO. A"
Filed July 26th, 1933.

By BERTHA G. DURNEY

N I S I

John J. Zahner, Jr., Infant,
etc.,

VS.

Marie V. Buckless, et al.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CHANCERY No. 2943.

ORDERED, This 26th day of July A. D., 1933, that the sale of the real estate made and reported in this cause by William R. Horney, trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 28th day of August next.

The Report states the amount of sales to be \$325.00.

Filed July 26, 1933.

B. HACKETT TURNER Clerk.

PETITION FOR THE SUBSTITUTION
OF PURCHASERS.
Filed August 18, 1933.

JOHN J. ZAHNER, JR., INFANT, etc.,

vs.

MARIE V. BUCKLESS, ET AL.

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

Cause No. 2943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Bernard A. Snyder and Marie A. Langmead,
unto your Honors, respectfully sets forth:

1. That as will appear by reference to the Report of Sale filed in this cause, the said Bernard A. Snyder became the purchaser at the sale therein mentioned of the real estate therein described.

2. That the said Bernard A. Snyder now desires to have himself and the said Marie A. Langmead, his sister, substituted as purchasers as joint tenants of said real estate in the place and stead of himself alone and the said Marie A. Langmead also desires that said substitution be made as appears from the fact that she is one of the petitioners herein.

Your Petitioners, therefore, prays this Honorable Court to pass an order substituting them, the said Bernard A. Snyder and Marie A. Langmead, as joint tenants as purchasers of said real estate in the place and stead of the said Bernard A. Snyder alone and directing William R. Horney, Trustee and Vendor of said real estate at the sale mentioned, to convey said real estate unto the substituted petitioners.

Respectfully submitted,

BERNARD A. SNYDER

MARIE A. LANGMEAD
Petitioners.

STATE OF MARYLAND,

BALTIMORE CITY,

} TO WIT:

I HEREBY CERTIFY that on this 16th day of August, in the year nineteen hundred and thirty three, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Bernard A. Snyder and Marie A. Langmead and each made oath in due form of law that the matters and facts stated in the foregoing Petition are true as therein set forth, 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.

HARRY H. BRUNS
Notary Public.

Filed Aug. 18th, 1933.

CONSENT OF TRUSTEE

I, William R. Horney, Trustee in the above entitled cause, do hereby consent to the substitution of purchasers and the passage of order prayed for in the foregoing Petition.

WM. R. HORNEY
Trustee.

ORDER OF COURT

UPON the foregoing Petition, IT IS ORDERED, this 19th day of October, 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 Bernard A. Snyder and Marie A. Langmead be and they are hereby substituted, as joint tenants, as purchasers of the real estate described in the Report of Sale filed in this cause in the place and stead of the said Bernard A. Snyder alone, and that William R. Horney, Trustee and Vendor making the sale, be and he is hereby authorized, empowered and directed upon the payment to him in full of the purchase money to convey the said real estate sold unto the said Bernard A. Snyder and Marie A. Langmead, as joint tenants, in the place and stead of the said Bernard A. Snyder alone and as fully and effectually as if the said Bernard A. Snyder and Marie A. Langmead had been the original purchasers at said sale.

THOMAS J. KEATING

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed Oct. 19, 1933.

N I S I

In The Circuit Court For Queen Anne's County In Equity

John J. Zahner, Jr., Infant, etc.,
VS.
Marie V. Buckless, et al.

Chancery No. 2943.

ORDERED, This 26th day of July A. D., 1933, that the sale of the real estate made and reported in this cause by William R. Horney, trustee, be ratified and confirmed, unless cause to the contrary be shown on or before the 28th day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 28th day of August next.

The Report states the amount of sales to be \$325.00.

B. HACKETT TURNER, Clerk
True Copy-
Test: B. HACKETT TURNER, Clerk
Filed-July 26, 1933.

THE CENTREVILLE OBSERVER

Centreville, Md., October 19, 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of John J. Zahner, Jr., vs. Marie V. Buckless 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 27th day of July, 1933, being more than sixty days before the 28th day of September, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO .

Filed Oct. 19th, 1933.

By Bertha G. Durney

ORDER OF COURT
Filed October 23, 1933.

FINAL ORDER OF RATIFICATION

ORDERED, this 19th day of October, 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 William R. Horney, Trustee, 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, Trustee as aforesaid, is allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not persona, upon producing the vouchers therefor before the auditor.

THOMAS J. KEATING

Filed October 23rd, 1933.

PETITION FOR FEE
Filed Oct. 26, 1933.

JOHN J. ZAHNER, JR., INFANT, etc.,

vs.

MARIE V. BUCKLESS, ET AL.

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

Cause No. 2943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Louis P. Bolgiano, to your Honors, respectfully shows:

That as Attorney for the Plaintiff, he prepared the Bill of Complaint and the other papers necessary to be filed for the Plaintiff in the above cause and conducted the proceedings in said cause up to the final decree passed therein; and that he rendered legal assistance to the Trustee, William R. Horney, in the proceedings subsequent to said decree. The appearance of Harper and Horney,

Attorneys, was entered in this cause, as local counsel, at the request of your Petitioner.

Your Petitioner, therefore, prays that this Honorable Court may pass an order allowing him a reasonable counsel fee for the legal services rendered by him as Attorney as aforesaid, the same to be paid by the said Trustee out of the proceeds of the sale made under the proceedings in this cause.

And as in duty bound, etc.,

Filed Oct. 26, 1933.

LOUIS P. BOLGIANO

REPORT AND ACCOUNT
OF THE AUDITOR
Filed Dec. 13, 1933.

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

John J. Zahner, Jr., Infant,
etc.

vs.

Marie V. Buckless, et al.

(
)
(
)
(
)
)

Cause No. 2943.

To the Honorable, the Judges of said Court:

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

That the property sold through the proceedings of this cause was sold for division of proceeds of sale among the persons owning the same at the time of the decree of sale.

That the property at time of decree was owned as tenants in common by the following named persons by the following proportions:
John J. Zahner, an infant, who owned two undivided third parts of the property, Marie V. Buckless, Charles M. Buckless and George J. Buckless, each of whom owned one undivided ninth part of the property.

That in the within audit stated by the auditor William R. Horney, the trustee for the sale, is charged with the gross proceeds of sale made by him and then thereout is allowed as follows:

- (1) His commissions for making the sale per rule of court;
- (2) The court costs of the cause as taxes by the Clerk;
- (3) The costs of the trustee's bond containing corporate surety;
- (4) The cost of advertising the notice of sale and the several orders nisi of the cause;
- (5) The charges of the auctioneer for crying the sale;
- (6) The cost of fire insurance on property sold obtained by the trustee;
- (7) Taxes for 1932 on the property sold;
- (8) The fee of the auditor.

The balance remaining after these allowances is the amount for distribution among the said tenants and is by the within account distributed among them according to their several interests in the property as set forth above.

Which is respectfully submitted.

MADISON BROWN
Auditor.

CAUSE No. 2943.

The proceeds of the sales of the real estate of John J. Zahner, Jr., and of Marie V. Buckless, Charles M. Buckless and George J. Buckless, in account with William R. Horney, the trustee appointed by the decree of this cause to make the sale hereof,

	CR.	
1933		
July		
25	By gross proceeds of the sale of this cause per report of sale filed, to wit:	\$325.00
<hr/>		
	DR.	
1933		
July		
25	To William R. Horney, trustee, for his commissions for making the sale per rule of Court, the sum of.	\$22.75
	To Do., for the Court costs of this cause in accordance with the statement of the Clerk exhibited as follows:	
	Cost of B. H. Turner, clerk,	\$30.75
	Appear. fee of plaintiff's attorneys	10.00
	Appear. fee of defendants' attorney	10.00
	Costs of sheriff of Baltimore City	3.10
	Costs of H. B. W. Mitchell, examiner	12.00
	Costs of his clerk	3.50
	Fees of witnesses before examiner	<u>2.25</u>
		71.60

To do., for the costs of his bond filed herein paid to the corporate surety thereon per account for same with receipt thereon exhibited, to wit:	10.00	
To Do., for the costs of advertising in the Centreville Observer the notice of sale and order nisi thereon per accounts for same exhibited, to wit:	26.25	
To do., for the charges of J. E. Anthony for crying the sale made, to wit:	10.00	
To do., for costs of insurance against fire obtained on property sold, per account for same exhibited, to wit:	5.55	
To do., for amount retained to be paid to Anna Q. Skinner, treasurer, for state and county taxes for 1932 on the property sold, per tax account for same exhibited, to wit:	16.23	
To do., for the cost of advertising the order nisi to be passed as to this audit, the sum of	2.50	
To Madison Brown, auditor, for stating this account the sum of	4.50	
	<u>\$169.38</u>	
To balance to be distributed	155.62	
		\$325.00 \$325.00

December 13, 1933.

Auditor.

Cause No. 2943.

The proceeds of the sales of the real estate of John J. Zahner, Jr., and of Marie V. Buckless, Charles M. Buckless and George J. Buckless, in account with William R. Horney, the trustee appointed by the decree of this cause to make the sale hereof.

CR.

By balance brought forward for distribution \$155.62

DR.

To John J. Zahner, junior, infant, 2/3 of above balance, to wit:	\$103.75	
To Marie V. Buckless, 1/3 of 1/3 of above balance, to wit:	17.29	
To Charles M. Buckless, 1/3 of 1/3 of above balance, to wit:	17.29	
To George J. Buckless, 1/3 of 1/3 of above balance, to wit:	17.29	
		<u>\$155.62 \$155.62</u>

December 13, 1933.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

John J. Zahner, Jr. Infant, etc.,	}	IN THE CIRCUIT COURT
VS.		FOR QUEEN ANNE'S COUNTY
Marie V. Buckless, et al.		IN EQUITY
		CASE No. 2943.

ORDERED, This 13th. day of December in the year nineteen hundred and thirty three that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 6th. day of January, 1934; provided a copy of this order be

published once a week in each of two successive weeks before the 30th. day of December, 1933 in some newspaper printed and published in Queen Anne's County.

Filed Dec. 13th. 1933.

B. HACKETT TURNER Clerk

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Jan. 11, 1934.

NISI RATIFICATION OF AUDIT

In The Circuit Court For Queen Anne's County In Equity Case No. 2943.

John J. Zahner, Jr., Infant etc.,

VS.

Marie V. Buckless, et al.

ORDERED, This 13th day of December in the year nineteen hundred and thirty three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of January, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of December, 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. 13th, 1933.

THE CENTREVILLE OBSERVER

Centreville, Md., January 11, 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of John J. Zahner, Jr. infant, etc. vs. Marie V. Buckless 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 14 day of December 1933, being more than two weeks before the 30th day of December, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Jan. 11, 1934.

By BERTHA G. DURNEY

ORDER OF COURT
Filed Dec. 13, 1934.

JOHN J. ZAHNER, JR., INFANT, ETC.

vs.

MARIE V. BUCKLESS, ET AL.

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

Cause No. 2943.

FINAL RATIFICATION OF AUDIT.

ORDERED, this thirteenth day of January, 1934, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Trustee, 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 Trustee, except the sum of \$103.75 therein audited to John J. Zahner, Jr., infant, which said sum is hereby directed to be held by said Trustee pending the further order of this Court.

THOMAS J. KEATING

Filed Dec. 13th, 1934.

PETITION OF CATHERINE ZAHNER, GUARDIAN
Filed Feb. 8, 1934.

John J. Zahner, Jr., Infant : In the Circuit Court for
 vs. : Queen Anne's County
 Marie V. Buckless, et. al. : in Equity.
 Cause No. 2943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Catherine Zahner, Guardian of John J. Zahner, Jr., unto your Honors, respectfully shows:

1. That on the 27th day of January, nineteen hundred and thirty-four, your Petitioner was appointed Guardian of John J. Zahner, Jr. by the Orphans Court of Baltimore City, and has duly filed her bond and qualified as such, as will appear by reference to the certificate of appointment filed herewith as a part hereof and marked "Petitioner's Exhibit No. 1".

2. That in the Report and Account of the Auditor filed among the proceedings in this cause there is awarded and allotted unto the said John J. Zahner, Jr., the sum of One hundred three dollars and seventy-five cents (\$103.75),

3. That your Petitioner is advised that she is entitled to have said sum of money paid into her hands as Guardian of said Infant.

Your Petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering William R. Horney, the trustee in this cause, to pay over said 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.

MRS. CATHERINE ZAHNER
 Guardian of John J. Zahner, Jr.,
 infant.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY THAT on this 5th day of February, in the year nineteen hundred and thirty-four, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Catherine Zahner, Guardian of John J. Zahner, Jr., Infant, and made oath in due form of law that the matters and things stated in the foregoing PETITION are true as therein stated to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary
 Public
 Seal.

WILLIAM M. HUDNET
 Notary Public.

Filed Feb. 8, 1934.

PETITIONER'S EXHIBIT NO. 1
 Filed Feb. 8, 1934.

THE STATE OF MARYLAND,

BALTIMORE CITY, SC:

THE SUBSCRIBER, Register of Wills for Baltimore City, doth hereby certify, that it appears by the Records in his Office, that on the 27th day of January in the year of our Lord one thousand nine hundred and thirty Four Catherine Zehner was ppointed by the ORPHANS' COURT OF BALTIMORE CITY, GUARDIAN to John J. Zehner, Jr. Born December 30-1920 Infant child of John J. Zehner Deceased and the said Catherine Zehner being then and there present in said Court accepted of the said Guardianship, and gave Bond with securities who were approved of by the said Court, for the faithful performance of her duty as Guardian to the said infant in the penalty of \$500.00.

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

TEST:

JOHN H. BOUSE
 Register of Wills for Baltimore
 City.

Seal's
 Place.

ORDER OF COURT
 Filed March 5, 1934.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this third day of March, in the year nineteen hundred and thirty-four, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that William R. Horney, Trustee in the above entitled cause, be and he is hereby authorized, directed and empowered to pay over into the hands of Catherine Zahner, Guardian of John J. Zahner, Jr., Infant, the sum of money awarded and allotted unto him in the Report and Account of the Auditor filed among the proceedings in this cause upon the deliver unto him by the said Catherine Zahner, Guardian as aforesaid, of a release duly executed agreeably to law.

Filed March 5th, 1934.

THOMAS J. KEATING



Chancery No. 2974.

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

John F. Stokes,
Assignee of Mortgages,

vs.

James T. Knotts and Lizzie H.
Knotts, his wife,
Mortgagors.

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

B. Hackett Turner, Clerk:

You will please docket suit as per the above titling and file in said cause certified copy of mortgage from James T. Knotts and Lizzie H. Knotts, his wife, to The Sudlersville Bank of Maryland, a body corporate, dated the 26th. day of June, 1923, and recorded in liber J. F. R. No. 10, a land record book for Queen Anne's County, folios 554 &c., together with the assignment thereof, and certified copy of mortgage from said James T. Knotts and Lizzie H. Knotts, his wife to said The Sudlersville Bank of Maryland, a body corporate, dated the 10th. day of September, 1930, and recorded in liber B. H. T. No. 11, a land record book for said County, folio 482, together with the assignment thereof.

H. B. W. MITCHELL
Attorney for John F. Stokes,
Assignee of Mortgages.

CERTIFIED COPY OF MORTGAGE
Filed Nov. 9, 1933.

.....
#10,008. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty sixth day of June, in the year nineteen hundred and twenty three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this Twenty sixth day of June in the year nineteen hundred and twenty three by James T. Knotts and Lizzie H. Knotts, his wife of Queen Anne's County, in the State of Maryland.

WHEREAS, the said James T. Knotts and Lizzie H. Knotts, his wife, are jointly and severally indebted unto the body corporate, The Sudlersville Bank of Maryland in the full and true sum of Eight Thousand Dollars (\$8000.00) for money this loaned unto them for the purpose of completing the purchase price on the hereinafter described properties; and whereas it was a condition precedent to the making of said loan by the said body corporate, The Sudlersville Bank of Maryland, that these presents should be executed to secure the payment of same, which said loan is secured to the said bank by the promissory note of the said James T. Knotts and endorsed by his wife, the said Lizzie H. Knotts, said note being payable Two months after date, said note being of even date with these presents, said note bearing interest at the rate of six percentum per annum, said mortgage being given to secure the said note and all renewals thereof, in whole or in part, including all interest on said principal note and all renewals thereof, including any renewal of a renewal, in whole or in part.

NOW THEREFORE THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of five dollars the said James T. Knotts and Lizzie H. Knotts, his wife, do hereby grant and convey unto the said body corporate The said Sudlersville Bank of Maryland, its successors and assigns, the hereinafter described real estate, all of which is situate in the town of Sudlersville, in the First Election District of County and State aforesaid, and more particularly described as follows, to wit: Beginning for the same along the North side of the public road or street leading into Sudlersville from Church Hill at a corner for the George A. Hart property and running with the edge of the said street North, 82 degrees, East, 44 feet and eight inches to an iron stake driven in the ground, a corner for the Ella H. Walls property; thence with the Walls property North, 5 degrees 30 minutes West 67 feet and 6 inches to an iron post, a corner for the Walls property; thence with the Walls property North 85 degrees 30 minutes East, 63 feet to the middle of a concrete hitching post, a corner for the Walls property, and along the edge of the aforesaid street; thence with the said edge of said street North, 82 degrees East, 60 feet and 6 inches to the Western edge of the Millington road or street; thence with this western edge of said street North, 3 degrees, 30 minutes West, 150 feet to stone, a corner for the M. E. Church property thence with this property South, 89 degrees 15 minutes West, 140 feet and 10 inches to a concrete block along the Hart line; thence with the Hart line South, 15 minutes West, 166 feet to the place of beginning, containing .460369 acres of land.
Second: All of that lot, parcel or part of a tract of land in the aforesaid town of Sudlersville, County and State aforesaid and Beginning for the same at a concrete block along the curb line along the North side of the aforesaid public road at a corner for the George A. Hart line and running with the curb line South, 82 degrees

30 minutes West, 69 feet and 3.6 inches to a stone along the fence post of the Sudler farm; thence with the Sudler farm North, 9 degrees 15 minutes West, 168 feet and 3 inches to an iron stake driven in the ground; thence North, 81 degrees 45 minutes East, 92 feet and 4.8 inches to an iron stake at the corner of the stable of the George A. Hart property; thence with the Hart line South 1 degree 15 minutes East, 169 feet and 7.5 inches to the place of beginning, containing .31336 acres of land. The above described tracts of land being the same land that by deed dated the 18th. day of June, A. D. 1923 were conveyed unto James T. Knotts, by Thomas J. Keating, Trustee, said deed being intended to be recorded immediately preceding these presents, and to which said deed reference is hereby made for a full and more complete description of the hereby mortgaged premises.

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

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

PROVIDED, that if the said James T. Knotts and Lizzie H. Knotts, his wife, their heirs, executors, administrators or assigns shall well and truly pay to the said body corporate, The Sudlersville Bank of Maryland its successors or assigns the aforesaid sum of _____ and all renewals thereof, in whole or in part, including any renewal of a renewal, in whole or in part and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said James T. Knotts and Lizzie H. Knotts, his wife, their heirs and assigns shall possess said property.

AND the said James T. Knotts and Lizzie H. Knotts, his wife their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of full insurable value in some Company or Companies approved by the said body corporate, The Sudlersville Bank of Md. its successors, or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, 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 Sudlersville Bank of Maryland, its successors or assigns, or JAMES T. EARLE its and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, 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 James T. Knotts and Lizzie H. Knotts 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 Sudlersville Bank of Maryland, its successors or assigns, or JAMES T. EARLE its and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said James T. Knotts and Lizzie H. Knotts, his wife, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the said mortgagors.

Test: John F. Stokes

JAMES T. KNOTTS (seal)

LIZZIE H. KNOTTS (seal)

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

I hereby certify that on this 26th day of June A. D. 1923, before me, the subscriber, a Notary Public of the State of Maryland, in and for County aforesaid, personally appeared James T. Knotts and Lizzie H. Knotts, his wife, and did each acknowledge the foregoing mortgage to be their respective act; and at the same time personally appeared W. O. Thomas, the President of the Sudlersville Bank of Maryland, the mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true as therein stated, and that he as President of the said Bank is the duly qualified person to make this affidavit.

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

JOHN F. STOKES
Notary Public.

Notary
Public
Seal.

A part of the property described in the above mortgage is released by way of Deed of Release recorded in Liber B. H. T. No. 8 fol. 488, a Land Record Book for Queen Anne's Co.

#13,288. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 23rd. day of October, in the year nineteen hundred and twenty eight, the following Deed of Release was brought to be recorded, to wit:

THIS RELEASE, made this Twenty Second day of October, in the year nineteen hundred and twenty eight, by the body corporate, The Sudlersville Bank of Maryland.

WHEREAS James T. Knotts and Elizabeth H. Knotts, his wife, did, on the Twenty-sixth day of June, in the year nineteen hundred and twenty-three execute and deliver unto the said body corporate, The Sudlersville Bank of Maryland, a certain mortgage to secure the payment to said body corporate of the sum of Eight Thousand Dollars as represented by a certain promissory note mentioned and described in said mortgage and as represented by any and all renewals and part renewals of said promissory note, said mortgage being now of record among the land record books for Queen Anne's County, Maryland, in liber J. F. R. No. 10 Folio 554 & C; and, whereas, a part of the land covered by and described in said mortgage has been sold and conveyed by the mortgagors mentioned in the aforesaid mortgage to C. Hayden Metcalfe, the said part being hereinafter fully described and said sale having been made upon the condition precedent agreement that said hereinafter described real estate should be released from the lien of said mortgage.

Now this deed of Release witnesseth that, in consideration of the premises and of the sum of One Dollar, the said body corporate, The Sudlersville Bank of Maryland does hereby grant and release unto the said C. Hayden Metcalfe all that lot or parcel of land situate, lying, and being in the town of Sudlersville, Queen Anne's County, State of Maryland, on the North side of west Main Street, sometimes called the Magistrate's Office Property, and Adjoining on its East side the property of Ella N. Walls, and more particularly described as follows:

BEGINNING at an iron bar driven into the ground at the outside sidewalk line and at the West line of the said Ella N. Walls property, said iron bar marking the southeast corner of the lot hereby conveyed, and extending from said point or bar in a westerly direction a distance of 33 feet to an iron pipe driven into the base of a large maple tree where said tree touches the outside of the aforesaid sidewalk; said iron pipe being a distance of 12 feet east of the division line of the property of George A. Hart and other property of the grantors of this deed; thence in an Northernly direction, parallel with and 12 feet from the said Hart-Knotts division line, a distance of 55 feet to an iron bar driven into the ground; thence in an Easterly direction a distance of 27 feet 6 inches, more or less, to the property of Ella N. Walls; thence in a southerly direction with the west line of the said Ella N. Walls property, a distance of 55 feet 6 inches to the place of beginning, being a part of the land limited and mortgaged by the mortgage aforesaid; to have and to hold the same unto the said C. Hayden Metcalfe, his heirs and assigns in the same manner as if the aforesaid mortgage had never been executed and free, clear and discharged of the lien and operation of the aforesaid mortgage.

And this Deed of Release further witnesseth that, the said body corporate, The Sudlersville Bank of Maryland, does hereby constitute and appoint Joseph M. George of Queen Anne's County, Maryland, to be its attorney, for it and in its name, and as and for its corporate act and deed, to acknowledge this Deed before any person having authority by the laws of the State of Maryland to take such acknowledgement, to the intent that the same may be duly recorded.

As witness the corporate seal of the said body corporate, The Sudlersville Bank of Maryland, and the signature of Dudley G. Roe President thereof, the day and year first above written.

THE SUDLERSVILLE BANK OF MARYLAND

By DUDLEY G. ROE
President.

Attest:
JOHN F. STOKES

Seal's
Place.

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

I hereby certify that on this 22 day of October, in the year nineteen hundred and twenty eight, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Joseph M. George, the attorney named in the aforesaid Deed of Release, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Deed to be the act of the said body corporate, The Sudlersville Bank of Maryland.

JOHN F. STOKES
Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the ninth day of November, in the year 1933, the following assignment was brought to be recorded, to wit:

The within and aforesaid mortgage is hereby transferred and assigned unto John F. Stokes for the purpose of foreclosure and collection.

In testimony whereof the Sudlersville Bank of Maryland, a body corporate, has signed these presents by its President and affixed hereto its corporate seal, attested by its asistant Cashier this 3rd day of November, in the year nineteen hundred and thirty three.

Sudlersville Bank of Maryland
By Dudley G. Roe, President.

Attest:
Witness

Seal's
Place.

E. H. Gillespie Asst. Cashier

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

I hereby certify that the aforesaid is truly taken and copied from Liber J. F. R. No. 10, folios 554, 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 ninth day of November, in the year nineteen hundred and thirty three.

Seal's
Place.

B. HACKETT TURNER Clerk.

CERTIFIED COPY OF MORTGAGE
Filed Nov. 9, 1933.

.....

#14,474. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twelfth day of September, in the year nineteen hundred and thirty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this tenth day of September, in the year nineteen hundred and thirty, by James T. Knotts and Lizzie H. Knotts, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said James T. Knotts is justly indebted unto The Sudlersville Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, in the full sum of THIRTY FOUR HUNDRED DOLLARS (\$3,400.00) for money loaned to him by the said body corporate, for which he has passed unto the said body corporate his promissory note for the said sum of THIRTY FOUR HUNDRED DOLLARS (\$3,400.00), signed by himself and the said Lizzie H. Knotts, bearing even date herewith and payable four months after date to the said body corporate at its Banking House in Sudlersville, Queen Anne's County, Maryland;

AND WHEREAS, at the time of the making of said loan, it was agreed, as a condition precedent thereto, that this mortgage should be executed to secure and assure the prompt payment of the aforesaid indebtedness and all interest to accrue thereon as evidenced by the said promissory note and any and every renewal and part renewal of the said promissory note, including renewals of renewals, in whole or in part, that may hereafter be made, so long as the said body corporate may consent to accept renewals or part renewals thereof, until the whole of the aforesaid indebtedness of Thirty Four Hundred Dollars (\$3,400.00) and all interest to accrue thereon is fully paid, provided that the time for repayment of the aforesaid indebtedness, and the interest to accrue thereon, shall not extend beyond the tenth day of September, ninateen hundred and thirty three;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said James T. Knotts and Lizzie H. Knotts, his wife, do hereby grant and convey unto the said body corporate, The Sudlersville Bank of Maryland, its successors and assigns, in fee simple, the following described real estate, to wit:

PARCEL NO. 1

ALL that lot or parcel of land, situate, lying and being in the town of Sudlersville, in the First Election District of Queen Anne's County, State of Maryland, on the North side of the street or public road leading from Church Hill to Sudlersville and on the West side of the street or public road leading from Sudlersville to Millington, it being the corner property where the store of the said James T. Knotts, an office and dwelling house is located, and adjoining the lands of George A. Hart, Ella H. Walls and the Methodist Episcopal Church, containing .460369 acres of land, more or less; being a part of the same land which was granted and conveyed unto the said James T. Knotts by Thomas J. Keating, Trustee, by deed bearing date the 18th day of June, 1923, and recorded in Liber J. F. R. No. 10, Folios 557, etc., a land record book for Queen Anne's County aforesaid, excepting therefrom, however, that part of said land which was granted and conveyed unto Lester P. Goodhand by the said James T. Knotts, et al., by deed bearing date the 30th day of June, 1925, and recorded in Liber B. H. T. No. 3, folios 572, etc., a land record book for Queen Anne's County aforesaid, and also excepting therefrom that part of said land which was granted and conveyed unto C. Hayden Metcalfe by the said James T. Knotts and Lizzie H. Knotts, his wife, by deed bearing date the 27th day of August, 1928, and recorded in Liber B. H. T. No. 8, folios 489 etc., a land record book for Queen Anne's County aforesaid.

PARCEL NO. 2

All that lot or parcel of land, situate, lying and being in the town of Sudlersville, in the First Election District of Queen Anne's County, State of Maryland, on the North side of the street or public road leading from Church Hill to Sudlersville, adjoining the lands of Luther Gadd, Mrs. A. E. Sudler and George A. Hart, containing .31336 acres of land, more or less; being a part of the same land which was granted and conveyed unto the said James T. Knotts by Thomas J. Keating, Trustee, by deed bearing date the 18th day of June, 1923, and recorded in Liber J. F. R. No. 10, folios 557, etc., 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 any way appertaining.

PROVIDED, that if the said James T. Knotts, his heirs, executors, administrators or assigns, shall well and truly pay to the said body corporate, The Sudlersville Bank of Maryland, its successors or assigns, the aforesaid sum of Thirty Four Hundred Dollars (\$3,400.00) as evidenced by the aforesaid promissory note when and as the same shall become due and payable as above set forth, and any and every renewal of the said promissory note, including renewals of renewals, in whole or in part, that may hereafter be made, when and as the same shall become due and payable, and all interest to accrue thereon, and shall fully pay and discharge the whole of the aforesaid indebtedness of Thirty Four Hundred Dollars (\$3,400.00) and all interest to accrue thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said James T. Knotts, his heirs and assigns, shall possess said property.

AND the said James T. Knotts, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said body corporate, The Sudlersville Bank of Maryland, its successors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said body corporate, The Sudlersville Bank of Maryland, its successors, or assigns, or J. FRANK HARPER and WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, or either of them, its and their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid and such other notice as 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, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said James T. Knotts, or whoever may be entitled to the same,

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said body corporate, The Sudlersville Bank of Maryland, its successors or assigns, or the said J. FRANK HARPER and WILLIAM R. HORNEY, or either of them, its and their said Attorneys, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said James T. Knotts, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hands and seals of the said Mortgagors:

JAMES T. KNOTTS (SEAL)

TEST: JOHN F. STOKES

LIZZIE H. KNOTTS (SEAL)

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

I HEREBY CERTIFY that on this 11th day of September, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James T. Knotts and Lizzie H. Knotts, his wife, and each acknowledged the foregoing MORTGAGE to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

JOHN F. STOKES
Notary Public.

Notary
Public
Seal.

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

I hereby certify that on this 11th day of September, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Dudley G. Roe, President of The Sudlersville Bank of Maryland, a body corporate, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing MORTGAGE IS true and bona fide as therein set forth, and further made oath as aforesaid that he is the duly qualified officer of the said body corporate to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

JOHN F. STOKES
Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the ninth day of November, in the year 1933, the following Assignment was brought to be recorded, to wit:-

The within and foregoing mortgage is hereby transferred and assigned unto John F. Stokes for the purpose of foreclosure and collection.

In testimony whereof the Sudlersville Bank of Maryland, a body corporate, has signed these presents, by its President and affixed hereto its corporate seal attested by its assistant Cashier this 3rd. day of November in the year nineteen hundred and thirty three.

Seal's
Place

Sudlersville Bank of Maryland
by Dudley G. Roe President.

Witness
Attest:

E. H. Gillespie Asst. Cashier.

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

I hereby certify that the foregoing was truly taken and copied from Liber B. H. T. No. 11, folios 482, 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 Ninth day of November, in the year nineteen hundred and thirty three.

Seal's
Place.

B. HACKETT TURNER Clerk.

CERTIFIED COPY OF BOND
Filed 11/22/33.

Queen Anne's County, to wit: Be it remembered that on the ninth day of November, in the year 1933, the following Bond was filed, for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, John F. Stokes, of Queen Anne's County, State of Maryland, as principal, and Dudley G. Roe and Challice H. Metcalfe, of said County and State, as sureties, are held and firmly bound unto the State of Maryland, in the full and just sum of twenty thousand dollars (\$20,000.00) current money, to be paid to the said State of its certain attorney. To which payment well and truly to be made and done we bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 8th. day of November, in the year nineteen hundred and thirthree.

WHEREAS, the said John F. Stokes is about to execute the power of sale contained in each of two mortgages from James T. Knotts and Lizzie H. Knotts, his wife, to The Sudlersville Bank of Maryland, a body corporate, one dated the 26th. day of June, 1923, and recorded in Liber J. F. R. No. 10, a land record book for Queen Anne's County, folio 554, and duly assigned to said John F. Stokes for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage, and the other dated the 10th. day of September, 1930, and recorded in Liber B. H. T. No. 11, a land record book for said County, folio 482, and duly assigned to said John F. Stokes 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 John F. Stokes, so and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then 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:
E. H. Gillespie

John F. Stokes (SEAL)
Dudley G. Roe (SEAL)
C. H. Metcalfe (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed November 19th. 1933.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 258 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 November, in the year 1933.

Seal's
Place.

B. HACKETT TURNER
Clerk.

REPORT OF SALE
Filed December 4, 1933.

John F. Stokes, Assignee of
Mortgage,

vs.

James T. Knotts and Lizzie H.
Knotts, his wife, Mortgagors.

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

To the Honorable, the Judges of said Court

The Report of John F. Stokes, Assignee of the two mortgages from James T. Knotts and Lizzie H. Knotts, his wife, To The Sudlersville Bank of Maryland, a body corporate, one dated the 26th. day of June, 1923, and recorded in liber J. F. R. No. 10, a land record book for Queen Anne's County, folio 554, and duly assigned to said John F. Stokes for the purpose of foreclosure and collection, and the other dated the 10th. day of September, 1930, and recorded in liber B. H. T. No. 11, a land record book for Queen Anne's County, folio 482, and duly assigned to said John F. Stokes for the purpose of foreclosure and collection, certified copies of said mortgages and the assignments of them being filed in the above proceedings, to your Honors respectfully shows:

That under and by virtue of the power of sale contained in each of the aforesaid mortgages, default having been made in the payment of the principal mortgage debt secured by each of said mortgages, interest thereon, state and county taxes levied on the mortgaged property and the premium on insurance on said property, in and by said mortgages covenanted to be paid, the said John F. Stokes, Assignee as aforesaid, after having first given notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than twenty days previous to the day of sale, and after having filed an approved bond conditioned for the faithful performance of his trust and to 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, did, pursuant to said notice and advertisement, attend in front of The Sudlersville Bank of Maryland, in Sudlersville, Queen Anne's County, Maryland, Saturday, December the second, nineteen hundred and thirty three, at the hour of 1.30 o'clock p. m., and did then and there proceed to sell the land and premises described in said mortgages, with the exceptions noted in said advertisement and hereinafter noted, by public auction, in the following manner, that is to say:

After the Auctioneer, at the direction of said John F. Stokes, Assignee of said mortgages, had read the advertisement of sale, said John F. Stokes, Assignee as aforesaid, announced that state and county taxes and town taxes assessed against said property prior to the year nineteen hundred and thirty three, and remaining unpaid, would be paid out of the proceeds of sale.

The said John F. Stokes, Assignee of said mortgages then in the first place proceeded to sell by public auction the parcel of land, with the exceptions hereinafter notes, first described in said mortgages, as parcel No. 1, consisting of Parcel No. 1-All that lot or parcel of land, improved by frame store house, situate, lying and being in the town of Sudlersville, in the First Election District of Queen Anne's County, State of Maryland, on the North side of the street or public road leading into Sudlersville from Church Hill and on the West side of the street or public road leading from Sudlersville to Millington, adjoining the lands of George A. Hart, Ella H. Walls and Lester P. Goodhand, containing .460369 of an acre of land, more or less, being a part of the same land which was granted and conveyed unto the said James T. Knotts by Thomas J. Keating, Trustee, by deed bearing date the 18th. day of June, 1923, and recorded in liber J. F. R. No. 10, a land record book for Queen Anne's County, folio 557, etc., excepting therefrom and from the acreage aforesaid, however, that part of said land which was granted and conveyed unto Lester P. Goodhand by said James T. Knotts and others by deed bearing date the 30th. day of June, 1935, and recorded in liber B. H. T. No. 3, a land record book for Queen Anne's County, folio 572 etc., and also excepting that part of said land which was granted and conveyed unto C. Haydon Metcalfe by the said James T. Knotts and Lizzie H. Knotts, his wife, by deed dated the 27th. day of August, 1928, and recorded in liber B. H. T. No. 8, a land record book for Queen Anne's County, folio 489 etc. and sold the same to The Sudlersville Bank of Maryland, a body corporate, it being then and there the highest bidder therefor at and for the sum of four thousand, nine hundred (\$4,900.00) dollars, and the said bank has made cash settlement therefor.

The said John F. Stokes, Assignee of said mortgages as aforesaid, then in the next place proceeded to sell by public auction the parcel of land secondly described in said mortgages as parcel No. 2, consisting of Parcel No. 2-All that lot or parcel of land, improved by frame dwelling house and outbuildings, situate, lying and being in the town of Sudlersville, in the First Election District of said County and State, on the North side of the street or public road leading into Sudlersville from Church Hill, adjoining the lands of Luther L. Gadd, Mrs. A. E. Sudler and George A. Hart, containing .31336 of an acre of land, more or less, and being the land secondly described in the deed of conveyance thereof unto the said James T. Knotts from Thomas J. Keating, Trustee, dated the 18th. day of June, 1923, and recorded in Liber J. F. R. No. 10, a land record book for Queen Anne's County, folio 557 &c, and sold the same to The Sudlersville Bank of Maryland, a body corporate, it being then and there the highest bidder therefor at and for the sum of four thousand, four hundred (\$4,400.00) dollars, and said bank has made cash settlement therefor.

Aggregate sales nine thousand, three hundred (\$9,300.00) dollars.

JOHN F. STOKES
Assignee of Mortgages

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

I hereby certify that on this 4th day of December, in the year nineteen hundred and thirty three, before me, the subscriber the Clerk of the Circuit

Court of Queen Anne's County, personally appeared John F. Stokes, Assignee of mortgages as above set forth, and made oath that the matters and things stated in the foregoing report of sale were true as therein set forth and that the sale was fairly made.

Filed December 4th, 1933.

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

N I S I

John F. Stokes, Assignee of
Mortgages

VS.

James T. Knotts and Lizzie
H. Knotts, his wife, mortgagors.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY.

) CHANCERY No. 2974.

ORDERED, This 4th day of December A. D., 1933, that the sale of the real estate made and reported in this cause by John F. Stokes, Assignee of Mortgages, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 8th day of January next.

The Report states the amount of sales to be \$9,300.

B. HACKETT TURNER Clerk.

Filed December 4th, 1933.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Dec. 5, 1933.

PUBLIC SALE
of
STORE-HOUSE PROPERTY
and
RESIDENTIAL PROPERTY

IN THE TOWN OF SUDLERSVILLE, MARYLAND.

Under and by virtue of the power of sale contained in each of two mortgages, one from James T. Knotts and Lizzie H. Knotts, his wife, to The Sudlersville Bank of Maryland, a body corporate, dated the 26th. day of June, 1923, and recorded in liber J. F. R. No. 20, a land record book for Queen Anne's County, folio 554, and duly assigned to the undersigned for the purpose of foreclosure and collection, and the other from said James T. Knotts and Lizzie H. Knotts, his wife, to the said The Sudlersville Bank of Maryland, a body corporate, dated the 10th day of September, 1930, and recorded in Liber B. H. T. No. 11, a land record book for Queen Annes County, folio 482, and duly assigned to the undersigned for the purpose of foreclosure and collection, default having occurred in the terms and conditions of both of said mortgages, the undersigned, Assignee of said mortgages, will sell at public auction to the highest bidder, SATURDAY, DECEMBER 2, 1933, beginning at the hour of 1.3- o'clock P. M., in front of the Sudlersville Bank of Maryland, in Sudlersville, Queen Anne's County, Maryland.

FIRST

PARCEL NO. 1-All that lot or parcel of land, improved by frame store house, situate, lying and being in the town of Sudlersville, in the First Election District of Queen Annes County, State of Maryland on the North side of the street or public road leading into Sudlersville from Church Hill and on the West side of the street or public road leading from Sudlersville to Millington, it being the corner property where the store of the said James T. Knotts, an office and dwelling house are located, and adjoining the lands of George A. Hart, Ella H. Walls and Lester P. Goodhand, containing .460369 of an acre of land, more or less; being a part of the same land which was granted and conveyed unto the said James T. Knotts by Thomas J. Keating, Trustee, by deed bearing date the 18th day of June, 1923, and recorded in liber J. F. R. No. 10, a land record book for Queen Annes County, folios 557, etc., excepting therefrom and from the acreage aforesaid, however, that part of said land which was granted and conveyed unto Lester P. Goodhand by said James T. Knotts and others by deed bearing date the 30th day of June, 1925, and recorded in Liber B. H. T. No. 3, a land record book for Queen Anne's County, folio 572 etc., and also excepting that part of said land which was granted and conveyed unto C. Hayden Metcalfe by the said James T. Knotts and Lizzie H. Knotts, his wife, by deed dated the 27th day of August, 1928, and recorded in liber B. H. T. No. 8, a land record book for Queen Annes County, folio 489 etc.

SECOND

PARCEL NO. 2-All that lot or parcel of land, improved by frame dwelling house and outbuildings, situate, lying and being in the town of Sudlersville, in the First Election District of said County and State, on the North side

of the street or public road leading into Sudlersville from Church Hill, adjoining the lands of Luther Gadd, Mrs. A. E. Sudler and George A. Hart, containing .31336 of an acre of land, more or less, and being the land secondly described in the deed of conveyance thereof unto the said James T. Knotts from Thos. J. Keating, Trustee, dated the 18th day of June, 1923, and recorded in liber J. F. R. No. 10, a land record book for Queen Anne's County, folio 557 &c.

TERMS OF SALE*- One third of the purchase money for each parcel of land will be required in cash at the time of the sale and the balance in two equal installments of six and twelve months from day of sale or all cash at the option of the purchaser. All deferred payments to bear interest from day of sale and to be secured by the note of the purchaser or purchasers with security to be approved by the undersigned. Title papers and I. R. Revenue Stamps to be at the expense of the purchaser.

H. B. W. MITCHELL, ATTORNEY.
J. ELMER ANTHONY, Auct.,
JOHN F. STOKES,
Assignee of mortgages

THE CENTREVILLE OBSERVER

Centreville, Md., December 5 1933

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Public Sale in the case of The Sudlersville Bank of Maryland, John F. Stokes, Assignee vs. James T. Knotts and Lizzie H. Knotts 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 November, 1933, being more than twenty days before the second day of December, 1933.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

STATEMENT OF MORTGAGE DEBT
Filed March 30, 1934.

Statement of mortgage debt.

Jas. T. & Lizzie H. Knotts int. paid to Jan 26/33	5500.00
Interest to Dec. 2/34 . 10 months and 6 days	280.50
Jas. T. & Lizzie H. Knotts Int. paid to Jan 10/33	3400.00
Interest to Dec 2/34 . 10 months and 22 days	182.46
	<hr/>
Total mortgage debt due December 2nd. 1933.	\$9362.96

I hereby certify that the above statement is just and true.

JOHN F. STOKES

State of Maryland
County of Queen Anne.

Subscribed and sworn to before me this 29th. day of March in the year 1934.

J. WILBUR STAFFORD
Notary Public.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE.
Filed March 30, 1934.

N I S I

In the Circuit Court For Queen Anne's County In Equity

John F. Stokes, Assignee of Mortgages
VS.

James T. Knotts and Lizzie H.
Knotts, his wife,
Mortgagors.

Chancery No. 2974.

ORDERED, This 4th day of December A. D., 1933, that the sale of the real estate made and reported in this cause by John F. Stokes, Assignee of mortgages, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 8th day of January next.

The Report states the amount of sales to be \$9,300.

B. HACKETT TURNER, Clerk
True Copy-
Test: B. HACKETT TURNER, Clerk
Filed December 4th, 1933.

THE CENTREVILLE OBSERVER

Centreville, Md., March 29, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of John F. Stokes, Assn. vs. James T. Knotts and Lizzie H. Knotts 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 7th day of December, 1933, being more than sixty days before the 8th day of February 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed April 30, 1934

ORDERED, this seventh day of April, in the year nineteen hundred and thirty four, by the Circuit Court for Queen Anne's County, in Equity, that the sales of the real estate made by John J. Stokes, Assignee of Mortgages and reported by him in the within and foregoing Report of Sale be, and the same are hereby, finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order of ratification nisi. The Assignee is allowed the commissions provided for in the mortgages and all expenses not personal upon producing vouchers therefor before the Auditor.

THOMAS J. KEATING

Filed Apr. 10th, 1934.



QUEEN ANNE'S COUNTY to WIT: Be it remembered that on the 29th. day of September in the year 1933 the following certified copy of proceedings was received for record to wit:-
From Kent County.

BILL OF COMPLAINT (Filed June 24th, 1924)

Clara B. Massey
Lucian E. Massey,
her husband

vs.

Julia Evans
Herbert Evans,
her husband,
Charles Comegys
Cornelius Comegys and
Catherine Comegys, infants

IN THE CIRCUIT COURT FOR
KENT COUNTY

IN EQUITY NO. 2285

To the Honorable, the Judges of said Court:

Your Orators, Complaining, say:

1. That John A. Benson, late of Kent County, deceased, was, in his life time, at the time of his death, seized and possessed, in fee simple absolutely, of a large amount of real estate and personal praoperty, the same being in both Kent and Queen Anne Counties, State of Maryland; the real estate in Kent County consisting of a lot and dwelling located and situated in the town of Millington and which said property the said John A. Benson purchased of Mary E. Blackiston by deed dated the 5th day of June 1886 and recorded among the Land Records for Kent County in Liber S. B. No.8, folio 313, saving and excepting several parts or parcels thereof which the said John A. Benson sold from the original tract as described in said deed; and the real estate in Queen Anne County consisting of a valuable farm lying and being in the First Election District of said County commonly known as the "Hackett Farm" near Hackett's Corner, on the public road leading from Sudlersville to Millington and containing 217 acres of land, more or less. Also a small tract of woodland lying in said district on said road about a mile and a half from the aforesaid farm and which said tract consists of twenty acres of land, more or less.

2. That being so seized the said John A. Benson departed this life sometime in the month of October in the year 1905 leaving a widow and three children surviving him, and leaving a last Will and Testament duly executed and probated in the Orphans' Court for Kent County, Maryland, on the 31st day of October in the year 1905 and recorded among the Wills Records for Kent County in Liber J. E. M. NO. 1, folio 317, a certified copy of which is herewith filed and prayed to be taken as a part hereof and marked Complainers' Exhibit No. 1.

3. That by said Will the said John A. Benson devised his property as follows:

All of his real and personal property wheresoever located was devised unto his wife, Julia C. Benson, during her natural life or as long as she remained unmarried and one-third of his real estate was devised unto William T. Jones in trust for his daughter, Carrie A. Comegys to receive the net proceeds, rents and income therefrom during her natural life and at her death one-third of her said interest to be equally divided among her issue per stirpes living at the time of her death; and one-third of said estate was devised to his daughter, Julia Benson and the remaining one-third to Clara Benson upon arriving at the age of twenty-one years,

4. That the said Carrie E. Benson died on February 8th, 1920 and left three children surviving her, Charles Comegys now of age and who resides in Baltimore City, Cornelius Comegys, a minor now residing in the town of Millington, Kent County, Maryland, and Catherine Comegys, a minor now residing in Baltimore City.

5. That your Orator Clara B. Massey is the daughter of John A. Banson, deceased, and resides in the town of Millington aforesaid with her husband Lucian E. Massey.

6. That the said Julia C. Benson widow of John A. Benson, deceased, departed this life on the 12th. day of June 1924.

7. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to their interests 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 amongst the parties according to the several interests.

To the end, therefore,

1. That a decree may be passed for the sale of the said real estate.
2. That the proceeds of said sale may be distributed between your Orators and the 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 Orator the Writ of Subpoena directed to the said Julia Evans, Herbert Evans, Charles Comegys and Catherine Comegys who reside

in Baltimore City, State of Maryland, and to Cornelius Comegys who resides in the town of Millington, Kent County aforesaid, commanding them and each of them to be and appear herewith in person or by Solicitor in this County on or before a certain day to be named therein and show cause if any they have why a decree ought not to pass as prayed.

And as in duty bound, etc.

Wm. Frazier Russell Jr.

Solicitor for Plaintiff.

D E C R E E.
(Filed Sept. 5, 1924)

Clara B. Massey, et al

versus

Julia Evans, et al

)
(IN THE CIRCUIT COURT FOR

)
(KENT COUNTY

)
(IN EQUITY NO. 2285

The above cause standing ready for hearing, and being submitted by Council without argument, the Bill of Complaint and all the other proceedings therein having been read and considered,

It is thereupon, this 5th day of September in the year nineteen hundred and twenty four, by the Circuit Court for Kent County, Maryland, in Equity, and by the authority of this Court, adjudged, ordered and decreed, that the property mentioned in these proceedings be sold, that William Frazier Russell Jr. of Kent County and James S. Pennington of the City of Baltimore 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 or the said Clerk, in the penalty of thirteen thousand dollars with corporate security, otherwise in double that sum, 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 cash on day of sale; one third upon ratification of sale; and one third in six months from date of ratification, all deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the trustees, and as soon as may be convenient after 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 claims 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

TRUSTEES' REPORT OF SALE

(Filed Oct. 17, 1924)

Clara B. Massey, et al

vs.

Julia Evans, et al

)
(IN THE CIRCUIT COURT FOR

)
(KENT COUNTY

)
(IN EQUITY NO. 2285

To the Honorable, the Judges of said Court:

The Report of Wm. Frazier Russell Jr. and James S. Pennington, Trustees appointed by decree of this Court passed in the above entitled cause dated the 5th day of September 1924, to make sale of certain real estate mentioned in said cause, most respectfully shows:

1. That after giving bond with security for the faithful performance of their trust and after having complied with all its other prerequisites required by law and the said decree and giving notice of the time, place, manner and terms of sale by advertisements inserted in The Transcript, The Enterprise and The Centreville Observer, the first two mentioned newspapers being printed and published in Kent County, Maryland, and the last mentioned paper being printed and published in Queen Anne's County, Maryland, for at least three weeks prior to the day of sale, as is evidenced by the certificate of Publication of advertisements of sale herewith filed, that they did pursuant to said notice attend in front of the Court House door in Centreville, Queen Anne's County aforesaid on the 7th day of October 1924 at eleven o'clock A. 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 farm mentioned in said decree as described as described in said advertisements and the highest bid which they could obtain for the aforesaid farm was Ten thousand nine hundred seventy five (\$10,975.) dollars. At that sum the sale was held up and your trustees offered the small tract of woodland mentioned in said proceedings and advertised along with the farm and the highest bid which they could obtain for said tract was Three hundred twenty five (\$325.00) dollars, and the sale of the aforesaid tract was held up at that sum. Your trustees then offered the aforesaid farm and tract of woodland to Lucian E. Massey of Kent County, Maryland, at and for the sum of Twelve thousand (\$12,000.00) dollars, he being at that sum the highest bidder for the said property and he has given to your trustees satisfactory assurances of compliance with the terms of sale. Your trustees in accordance with the advertisement aforesaid then proceeded to the town of Millington, in Kent County Aforesaid. and offered at public sale to the highest bidder the dwelling mentioned in the proceedings and sold the same to Alenda Smith at and for the sum of Three thousand (\$3000.00) dollars, he being at that sum the highest bidder therefor and your trustees report that he has complied with the terms of sale and your trustees report the sales as fairly made and prays the usual order therein.

Respectfully submitted,

Wm. Frazier Russell Jr.

James S. Pennington Trustees.

State of Maryland, Kent County, to wit;

I herby certify, that on this 17day of October 1924, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally, appeared Wm. Frazier Russell Jr. one of the trustees named in the above entitled cause and made oath in due form of law that the matters and things set forth in the foregoing Report are true to the best of his knowledge and felief.

As witness my hand and Notarial Seal.

Harry C. Coleman

(Seal&s)
(Place)

Notary Public

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 14th day of October 1924, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James S. Pennington, one of the trustees named in the above entitled cause and made oath in due form of law that the matters and things set forth in the foregoing Report are true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

Carrie Woodfall

(Seal's Place)

Notary Public

ORDER OF RATIFICATION
(Filed Jan.3, 1925)

Ordered, by the Circuit Court for Kent County, in Equity, this 31st day of January 1925, that the sale made and reported by Wm. Frazier Russell Jr. and James S. Pennington, Trustees as aforesaid, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by order nisi passed in said cause, and the trustees are allowed the usual commissions and such proper expenses not personal as they should produce vouchers to the Auditor to whom the papers in this case are referred to state an audit.

Lewin W. Wickes

State of Maryland, Kent County, to wit:

I hereby certify, that the aforegoing is a true copy of the Bill of Complaint, Decree and Report of Sales with the order of Court ratifying same in the above entitled cause as the same remains on file and of record in this Court.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for County and State aforesaid, this 27th day of September in the year 1933.

Robert A. Shallcross Clerk.



Cause No. 2980.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-sixth day of December, in the year nineteen hundred and thirty three, 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
for collection,

vs.

Charles E. Bishop,
Mary C. Bishop, his wife.

(
)
(
)
(
)
(

Cause No.

To B. H. Turner, clerk:

Docket suit forthwith in accordance with the above titling. File in the papers of the suit a certified copy of the mortgage and of the assignments thereof from Charles E. Bishop and Mary C. Bishop, his wife, to John L. Rhodes and Mary C. Rhodes, his wife, dated January 7, 1928 and recorded in Liber B. H. T. No. 9, a land record book of your office, on folio 117. This suit is for the foreclosure of said mortgage.

MADISON BROWN

CERTIFIED COPY OF MORTGAGE
Filed Dec. 26, 1933.

#13,426. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 7th. 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 seventh day of January, in the year nineteen hundred and twenty nine, by Charles E. Bishop and Mary C. Bishop, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Charles E. Bishop and Mary C. Bishop, his wife, are jointly and severally indebted unto John L. Rhodes and Mary C. Rhodes, his wife, of Queen Anne's County, State of Maryland, as tenants by the entireties in the full and just sum of fifteen hundred dollars (\$1,500.00) for money this day loaned and advanced by said John L. Rhodes and Mary C. Rhodes, his wife, unto the said Charles E. Bishop and Mary C. Bishop, which said sum is to be repaid and is to be due and payable at the expiration of three years from this date, and interest on said sum is to be paid in the meantime semi-annually, at the rate of six per cent per annum, and there was an express condition precedent to said loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that for and in consideration of the premises and the aforesaid sum of fifteen hundred dollars (\$1,500.00) the said Charles E. Bishop and Mary C. Bishop, his wife, do hereby grant and convey unto the said John L. Rhodes and Mary C. Rhodes, his wife, as tenants by the entireties all that lot, tract, and parcel of land improved by frame dwelling house and outbuildings, situate, lying and being in the town of Queenstown, in the Fifth Election District of said County, fronting on the Street or road known as Avenue Second or Avenue No. 2 running through the Mitchell lots, adjoining on the north the land of Mrs. Nettie D. Wilson and more particularly described as follows, to wit:-

Beginning for the same at a stone at the inner edge of the sidewalk of Avenue No. 2 aforesaid at a point where the land hereby conveyed and the said lot of Mrs. Nettie D. Wilson corner, and running thence with said Avenue No. 2 South forty five degrees west one hundred and fifty five feet and three inches to a stone at the intersection of said Avenue and the Street running into said Avenue, from the Queenstown-Grasonville public road, thence south forty four degrees forty five minutes east one hundred and ninety seven feet and three inches to a stone or point; thence north sixty eight degrees fifteen minutes east one hundred and two feet and nine inches, thence north forty four degrees east twenty four feet to the said Wilson lot; thence north forty five degrees forty minutes West two hundred and twenty six feet and ten inches to the place of beginning, containing eight tenths of an acre of land, more or less, and being the same land as that described in a deed to Charles E. Bishop by James T. Earle and Richard T. Earle, Trustees by deed dated the twenty ninth day of August, in the year nineteen hundred and twenty five, and recorded in Liber B. H. T. No. 4, folio 90, a land record book for Queen Anne's County.

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

PROVIDED, that if the said Charles E. Bishop and Mary C. Bishop, his wife, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said John L. Rhodes and Mary C. Rhodes, his wife, or the survivor of them, or their assigns or the executors, administrators, or assigns of the survivor of them the aforesaid sum of fifteen hundred dollars (\$1,500.00) at the expiration of three years from this date and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Charles E. Bishop, his heirs and assigns shall possess said property.

AND the said Charles E. Bishop and Mary C. Bishop, his wife, 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 fifteen hundred dollars (\$1,500.00) in some Company or Companies approved by the said John L. Rhodes and Mary C. Rhodes, their or either of their executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagees, their executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said John L. Rhodes and Mary C. Rhodes or either of them, their or either of their executors, administrators or assigns, or H. B. W. Mitchell, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said 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 Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to Charles E. Bishop 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 L. Rhodes and Mary C. Rhodes, their executors, administrators or assigns, or H. B. W. Mitchell, their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest equal to one-half the commission allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Charles E. Bishop and Mary C. Bishop, his wife, 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.

Charles E. Bishop (SEAL)

Witness: Verna Mears.

Mary C. Bishop (SEAL)

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

I hereby certify that on this seventh day of January, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles E. Bishop and Mary C. Bishop, his wife, and did each acknowledge the within and foregoing mortgage to be their respective act and deed, and at the same time also personally appeared before me, John L. Rhodes and Mary C. Rhodes, his wife, and did each make oath that the consideration stated in the within and foregoing 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 last above written.

Verna Mears
Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the 14th. day of December, in the year 1933, the following Assignments were brought to be recorded, to wit:- For value received, I hereby assign unto William T. Bishop and Clarence T. Bishop the within and aforegoing mortgage the title to and ownership of which has devolved upon me solely as the surviving wife of John L. Rhodes named therein as my husband who has departed this life, to wit: in 1932. The amount due the full principal debt with interest from July 7, 1933.

Witness my hand and seal this 30th. day of November, in the year nineteen hundred and thirty three.

Test: Wm. W. Rhodes.

Mary C. Rhodes. (SEAL)

We hereby assign the within and aforegoing mortgage unto Madison Brown, attorney at law, for collection by foreclosure or otherwise. Witness our hands and seals this 30th. day of November, nineteen hundred and thirty three.

William T. Bishop (SEAL)

Test: W. I. Tuttle.

Clarence T. Bishop (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. 9, folio 117 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribed my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th. day of December, in the year 1933.

B. HACKETT TURNER
Clerk.

Seal's
Place.

CERTIFIED COPY OF BOND
Filed Dec. 26, 1933.

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of December, in the year 1933, 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, 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 three thousand dollars, lawful money of the United States of America to be paid to the said State of Maryland or to its certain attorney, to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this fifteenth day of December, in the year nineteen hundred and thirty three.

WHEREAS Charles E. Bishop and Mary C. Bishop, his wife, by a mortgage dated January 7, 1929, and recorded in Liber B. H. T. No. 9, a land record book of Queen Anne's County, on folio 117 did grant the property in said mortgage described unto John Louis Rhodes and Mary C. Rhodes, his wife, as tenants by the entireties, to secure unto them as tenants by the entireties the money in said mortgage mentioned loaned by and the property of them as tenants by the entireties.

And whereas the said mortgage and the debt thereby secured devolved upon the said Mary C. Rhodes in her sole right by reason of the death of the said John Louis Rhodes leaving surviving him the said Mary C. Rhodes who by assignment dated November 30, 1933, assigned said mortgage unto William T. Bishop and Clarence T. Bishop, who by assignment of same date did assign said mortgage unto the said Madison Brown for collection by foreclosure or otherwise.

And whereas the said Madison Brown is about to sell the mortgaged property under the power and authority conferred upon him as said assignee by said mortgage because default having been made in the covenants of said mortgage by reason of the non-payment of the principal mortgage debt named in said mortgage at the time named therein for the payment of the same, by reason of the non-payment of certain interest to be paid on said principal mortgage debt under the terms of said mortgage at the times named therein for the payment of the same as well as by reason of other defaults in the covenant of said mortgage.

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 remain in full force and virtue in law.

Signed, sealed and delivered in the presence of: Frances Butler. Countersigned by J. Lemuel Roberts. Filed Dec. 26, 1933.	Seal's Place.	Madison Brown (SEAL) American Surety Company of New York By Madison Brown Its Attorney in Fact.
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And on the back of the foregoing Bond was thus endorsed, to wit:

Security approved and Bond filed December 26th. 1933;
 B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 262, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th. day of December, in the year 1933.

B. HACKETT TURNER
 Clerk.

Seal's
 Place.

REPORT OF SALE
 Filed Jan. 3, 1933.

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

Madison Brown, attorney
 for collection,

vs.

Charles E. Bishop,
 Mary C. Bishop, his wife,
 mortgagors.

Cause No. 2980.

To the Honorable, the Judges of said Court:

The report of Madison Brown, the plaintiff in the above cause, hereinafter called "vendor" by Madison Brown, his attorney, unto Your Honors respectfully sets forth:

That on or about January 7, 1929 the defendants, Charles E. Bishop and Mary C. Bishop, his wife, by a mortgage dated January 7, 1929 and recorded in Liber B. H. T. No. 9, a land record book of said County, on folio 117 made to secure the payment of \$1500.00 money loaned with certain interest thereon granted and conveyed certain property unto John L. Rhodes and Mary C. Rhodes, his wife, as tenants by the entireties, which mortgage the said Mary C. Rhodes after the death of the said John L. Rhodes in the year 1932 by assignment dated November 30, 1933 assigned said mortgage unto William T. Bishop and Clarence T. Bishop, who by assignment dated November 30, 1933 assigned said mortgage unto the said vendor for collection by foreclosure or otherwise, the first assignment mentioned reciting the death of said John L. Rhodes as aforesaid,

That prior to the last assignment above mentioned default had occurred and was still in existence on the day of the sale hereinafter mentioned in the terms of said mortgage by reason of the non-payment of the principal mortgage debt secured by said mortgage, by reason of the non-payment of certain State and County taxes at the time named by law for the payment of the same levied against the mortgaged property as well as by reason of certain other defaults in said terms.

That prior to the time of sale hereinafter mentioned the vendor did file with the Clerk of this Court his bond to the State of Maryland containing the recital of said mortgage, default in the terms thereof, the assignment of the vendor for collection and the intention of the vendor to exercise the power of sale in said mortgage contained because of said default and containing the condition required by law in the matter of foreclosure of mortgages under powers of sale which bond the said Clerk accepted and approved.

That prior to the day of sale hereinafter mentioned this vendor gave notice of the time, place, manner and terms of sale hereinafter mentioned by advertisement published in The Queenstown News (a newspaper published each week in Queen Anne's County aforesaid) for more than twenty days previous to said day of sale; that notice of sale was published in the issues of said newspaper of December 2, December 9, December 16 and December 23, 1933 and a copy of said notice of sale containing the certificate of the publisher of said newspaper as to the advertisement of said notice in said newspaper is filed herewith as part hereof. Your vendor also gave notice of said sale by advertisement in The Centreville Observer in the three issues thereof on the following dates: December 7, December 14 and December 21, 1933.

That pursuant to the notice of said sale as advertised in the first newspaper mentioned this vendor did attend in front of the Court House door in the town of Centreville, Maryland on Tuesday, December 26, 1933 at 2 o'clock, P. M. and did then and there proceed to offer at public sale to the highest bidder the property described in said mortgage and after having the sale cried by the auctioneer did in execution of the power of sale contained in said mortgage sell the mortgaged property unto Muriel Bishop, she being then and there the highest bidder therefor at and for the sum of eighteen hundred dollars (\$1800.00). The said Muriel Bishop has paid unto this vendor on account of her said purchase the sum of three hundred dollars but has made no further compliance with terms of sale.

That in addition to the terms of sale contained in the notice of sale as advertised this vendor announced that the said property would be sold with the understanding that all State and County taxes as well as all taxes of the corporation of Queenstown (in the limits of which the mortgaged property is located) would be paid out of the proceeds of the sale to the relief of the purchaser and the property was sold with this understanding.

That the property sold is that called or known as "The Charles E. Bishop Property" and as "The Dr. Davidson Property" situate in Queenstown in Queen Anne's County, Maryland on the Street called Avenue No. 2 and also on the street which runs from the middle of said town to intersect said Avenue No. 2 and is the same property described in and conveyed by said mortgage, a copy of which mortgage has been filed in the proceedings of this cause.

Which is respectfully submitted.

MADISON BROWN
Attorney for Collection and Vendor
above mentioned.

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

I hereby certify that on this third day of January in the year nineteen hundred and thirty four 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 Madison Brown and he did make oath in due form of law that the matters and things set forth in the foregoing Report of sale are true as therein stated to the best of his knowledge and belief and that the sale therein mentioned was fairly made.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

Notary
Public
Seal.

FRANCES BUTLER
Notary Public.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed 1/3/34.

MORTGAGE SALE
OF
HOUSE AND LOT

In Queenstown, Maryland

Default has occurred in the terms of the mortgage given by Charles E. Bishop and Mary C. Bishop, his wife, to Mary C. Rhodes, dated January 7th, 1929, and recorded in Liber B. H. T. No. 9, folio 117, land record book of Queen Anne's County, Maryland, the undersigned to whom said mortgage has been assigned will sell in execution of the power conferred upon by said mortgage in front of the courthouse door in the town of Centreville, Maryland, on

TUESDAY, DECEMBER 26, '33 at 2 o'clock, P. M.,

all that property called or known as "The Charles E. Bishop Property" and as "The Doctor Davidson Property," situated in Queenstown, Queen Anne's County, Maryland, on the street called "Avenue No. 2," and also on the street which runs from the middle of said town to intersect said Avenue No. 2.

The lot of land has a frontage on said Avenue of 155 feet 3 inches, more or less and a frontage on the other street of 197 feet 3 inches, more or less and reference is hereby made to said mortgage for a full description of said lot.

Improvements consists of a nice 3-story frame dwelling-house of 10 rooms and bath, a large stable converted into a garage and another outbuilding. This property makes a nice home in a nice section of the town.

TERMS OF SALE--One-third cash and balance in two equal installments, payable respectively 6 and 12 months from day of sale, or all cash at the option of the purchaser; all credit payments to bear interest from the day of sale to be secured by the note or notes of the purchaser with surety thereon to meet

approval of undersigned.

A deposit of \$300.00 will be required of purchaser at time and place of sale.

MADISON BROWN, Assignee
J. Elmer Anthony, Auct.

QUEENSTOWN NEWS.

Queenstown, Queen Anne's County, Maryland.

I hereby certify that the annexed advertisement of notice of sale of the real estate of Charles E. Bishop to be made by Madison Brown, assignee, under a mortgage from Charles E. Bishop and Mary C. Bishop, his wife, dated January 7, 1929, and recorded in Liber B. H. T. No. 9, a land record book of Queen Anne's County aforesaid, on folio 117, was published in the Queenstown News (a newspaper published each week in Queen Anne's County aforesaid) for more than twenty days previous to December 26th, 1933, and that said advertisement of sale was advertised in the issues of said newspaper which were published and issued on the following days:-

December 2, 1933;
December 16, 1933;

December 9, 1933;
December 23, 1933;

M. W. AKER
Publisher of Queenstown News.

N I S I

Madison Brown, Attorney
for Collection

VS.

Charles E. Bishop,
Mary C. Bishop, his wife,
mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY No. 2980.

ORDERED, This 3rd. day of January A. D., 1934, that the sale of the real estate made and reported in this cause by Madison Brown, Attorney for collection, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th. 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 8th. day of February next.

The Report states the amount of sales to be \$1800.00.

Filed Jan. 3rd. 1934.

B. HACKETT TURNER Clerk

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF ORDER NISI
Filed Mar. 17, 1934.

ORDER NISI

MADISON BROWN, Attorney for Collection vs.
CHARLES E. BISHOP and
MARY C. BISHOP, his wife, mortgagors.

In the Circuit Court for Queen Anne's County, In Equity, Chancery No. 2980.

Ordered, this 3rd day of January, A. D., 1934, that the sale of the real estate made and reported in this cause by Madison Brown, Attorney for collection, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of March, 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 8th day of February, next.

The report states amount of sales to be \$1800.00.

B. HACKETT TURNER, Clerk
B. HACKETT TURNER, Clerk

Filed January 3rd, 1934.

Queenstown, Maryland.
March 12, 1934.

I, Michael W. Aker, the published of the QUEENSTOWN NEWS hereinafter mentioned do hereby certify that the ORDER NISI in the case of Madison Brown, attorney for collection, vs. Charles E. Bishop and Marcy C.

the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi heretofore passed in this cause in relation to said sale.

And it is further ordered by the Court that as the said Madison Brown is the auditor of the Court that the proceedings of said cause be and the same are hereby referred to Edwin H. Brown, Jr. as special auditor with instructions to state and return to this court an account between the proceeds of the said sale and Madison Brown as the said vendor.

THOMAS J. KEATING

Filed March 23, 1934.

REPORT AND ACCOUNT OF SPECIAL AUDITOR
Filed May 22, 1934.

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

Madison Brown, Attorney
for collection

vs

Cause No. 2980.

Charles E. Bishop,
Marcy C. Bishop, his wife.
mortgagors

To the Honorable, the Judges of said Court:

The report of Edwin H. Brown Jr., as special auditor appointed by order passed in this cause, unto Your Honors respectfully sets forth:

That prior to stating this account he took before the clerk of this court the oath required of him as said auditor.

That he has stated the within account by first charging Madison Brown, the vendor, with the gross amount of the sale made and reported herein by him and then by allowing thereout as follows:

To said vendor his commissions for making sale, taxes upon the property sold to be paid out of sale per terms thereof, costs of advertising sale and orders nisi of this cause, costs of his bond, and auctioneers and court costs and auditors fee.

Out of the balance after the allowances mentioned above there is awarded to Madison Brown his mortgage claim in full as of the day of sale.

The balance then remaining is to be held subject to the order of the court.

Respectfully submitted

EDWIN H. BROWN JR.

Special Auditor.

May 22nd. 1934.

Cause No. 2980.

The proceeds of the sale of the mortgages real estate of Chales E. Bishop and Mary C. Bishop, his wife, parties making the mortgage mentioned in this cause, in account with Madison Brown, attorney for collection, vendor thereunder making the sale of this cause.

1933	CR.	
Dec. 26.	By amount of gross sale, per report of sale filed, to wit: \$1,800.00	

1933	DR.	
Dec. 26.	To Madison Brown, vendor as aforesaid, for his commissions for making sale, per terms of the mortgage, the sum of	\$112.50
	To do., for amount paid Commissioners of Queenstown for taxes on property sold due the for 1933, per tax account for same exhibited, the sum of	18.25
	To do., for state and county taxes on property sold for year 1933 paid by him per tax statement receipted, exhibited, the sum of	31.35
	To do., for costs of advertising sale in Centreville Observer, per account for same, receipted, exhibited, the sum of	16.25

To do., for costs of advertising sale and order nisi thereon and order nisi to be passed as to this account for same receipted exhibited, the sum of	15.50
To do., for costs of his bond paid the corporate surety thereon per account for same receipted, exhibited, the sum of	12.00
To do., for amount paid J. E. Anthony for crying sale, per his receipt for same, exhibited	10.00
To do., for court costs of this cause, per Clerk's Statement	
Costs B. H. Turner, Clerk; paid him	\$18.75
Appearance fee of Madison Brown paid him per receipt	<u>10.00</u> 28.75
To Edwin H. Brown Jr. Special Auditor for stating this account, the sum of	9.00
To Madison Brown, Assignee, in full of his mortgage claim due on day of sale, the sum of	1542.50
To balance to remain subject to order of court	<u>3.90</u>
	\$1800.00 \$1,800.00

May 22, 1934

EDWIN H. BROWN JR.
Special Auditor.

NISI RATIFICATION OF AUDIT

Madison Brown,
Attorney for collection.

VS.

Charles E. Bishop and
Mary C. Bishop, his wife,
Mortgagors.

) IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE NO. 2980.

ORDERED, This 22nd. day of May in the year nineteen hundred and thirty four, 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 18th. day of June, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of June, 1934, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed May 22nd. 1934.

CAUSE NO.3004

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 23rd. day of July in the year 1934, the following order to docket suit was filed for record, to wit:-

George Albert Skinner,

and

Susie Skinner, his wife,

Mortgagees,

Vs.

Joseph E. Baxter and

Helen Baxter, his wife,

Mortgagors:

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY

Cause, No.

To Mr. B. Hackett Turner, clerk of the Circuit Court, for Queen Anne's County, in Equity:

Mr. Clerk: Please docket the above entitled Case on your Chancery Docket, enter the Appearance of J.H.C. Legg Esq., as Solicitor for the Plaintiffs, make out and file in this Case, a Certified copy of the Mortgage from Joseph E. Baxter and Helen Baxter, his wife, to George Albert Skinner and Susie Skinner, his wife, dated the 14th., day of January, in the year, 1931, and Recorded in Liber B.H.T. No. 12 folios 305 etc., one of the Land Record Books for Queen Anne's County, Maryland.

J.H.C. Legg

Solicitor for the Plaintiffs, Mortgagees.

CERTIFIED COPY OF MORTGAGE
FILED July 23rd. 1934.

#14,743. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fifteenth day of January, in the year nineteen hundred and thirty one, the following mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 14th day of January in the year nineteen hundred and thirty one between Joseph E. Baxter and Helen Baxter, his wife, of Queen Anne's County, State of Maryland, hereinafter called "Mortgagors" parties of the first part and George Albert Skinner and Susie Skinner, his Wife, of the same place, hereinafter called "mortgagees", parties of the second part.

WHEREAS the mortgagors are jointly and severally indebted unto the mortgagees as tenants by the entireties in the sum of one thousand and seventy five dollars which was the money and is the property of the mortgagees as tenants by the entireties, which debt was contracted and incurred under this agreement, to wit: That the said sum should be repaid at the expiration of three years counting from the first day of January, nineteen hundred and thirty one; that interest on said sum counting from the date last mentioned should be paid during said period of time at the rate of six per centum per annum by two half yearly equal payments, the first whereof to be made on the first day of July next ensuing; that the payment of the principal debt and of said interest should be secured by these presents.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That the said Joseph E. Baxter and Helen Baxter, his wife, for and in consideration of the premises and of the sum of one dollar do hereby grant and convey unto the said George Albert Skinner and Susie Skinner, his wife, their heirs and assigns forever, as tenants by the entireties and not as tenants in common

All that lot or parcel of land improved by a frame dwelling house called or known as "The George Albert Skinner property" and or "The G. Albert Skinner Property" Situate, lying and being in the upper part of the town of Church Hill in the Second Election District of Queen Anne's County, State of Maryland, on the west side of the state road leading from said town to Chestertown, bounded on one side by said road, on another side (the rear) by the property of William C. Hall (formerly the property of Woodland P. Finley) and bounded on its remaining side both by the property last mentioned and the property of William R. Coleman and Bertha Coleman, his wife, (formerly the old "Tavern Property" of Joseph Roberts); the land hereby conveyed and above described is the same land and property conveyed by the parties of the second part unto the first part by a deed bearing the same date as this mortgage and intended to be filed for record among the land records books of said county when this mortgage is filed and has a frontage on said road of ninety feet, more or less, and reference is made to said deed for further description of the property.

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

Provided that if the said mortgagors and/or their assigns and/or the survivor of the mortgagors and/or the heirs, executors, administrators and/or assigns of the survivor of the mortgagors shall well and truly pay or cause to be paid to the mortgagee and/or unto their assigns and/or unto the survivor of the mortgagees and/or unto his or her executors, administrators and/or assigns, when and as the same shall respectively fall due, the principal debt of one one thousand and seventy five dollars and the interest to be paid thereon as above set forth and shall also keep, observe and perform all the covenants of this mortgage on their part to be kept, observed and performed, then this mortgage shall become null and void.

And it is agreed between the parties hereto that until a default shall be made or occur in some covenant of this mortgage the mortgagors their heirs and assigns, shall possess the property hereby mortgaged.

AND the said mortgagors and assigns, do hereby jointly and severally covenant with the mortgagees their executors, administrators and assigns and with the survivor of the said mortgagees and with the executors, administrators and assigns, of the survivor of the mortgagees as follows;

To pay, as they severally fall due, the debt hereby secured, each instalment of and all interest thereon, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorneys commission and charges incurred in the collection of said debt and interest or in any part of either; to insure and while this mortgage remains unpaid to keep insured the improvements on said premises to the amount of the full insurable value thereof in a company to meet the approval of the holder or holders of this mortgage; to have the policy of insurance (which is to be against fire) so endorsed that the proceeds arising therefrom in case of loss shall be applied to the payment of this mortgage; to deliver unto the holder of this mortgage each policy as effected; to neither do nor permit to be done any act or thing whereby the mortgaged property may be depreciated or lessened in value.

AND it is hereby agreed between the parties hereto that in case a default shall occur in any covenant of this mortgage then the whole debt intended hereby to be secured and all other money owing under any covenant hereof shall become due and demandable and the said mortgagees and/or their assigns, and/or the survivor of the mortgagees and or the executors, administrators and assigns of the mortgagees and/or in lieu of any of them Madison Brown, attorney at law, of said County, shall have full power and authority and the same is hereby given unto each of them and unto said attorney(1) to sell the mortgaged property after first having given twenty days previous notice of the time, place manner and terms of sale by advertisement in a newspaper published in said county (with authority to the vendor to give such other notice of sale as he may deem expedient, for cash or upon terms of both cash and credit, at the option of the vendor; and (2) to apply the proceeds of sale as follows: first, to all expenses incident to the sale including compensation to the person making the sale equal to that allowed by the Circuit Court of said county to trustees selling real estate under its decrees; second, to the payment of all money owing hereunder and/or secured hereby, whether the same shall have then matured or not and to the payment of any money owing under any covenant hereof; third, to pay the balance then remaining to the mortgagors or to the person then entitled to the same.

AND it is hereby agreed that after the bond required by law as a condition precedent to the exercise of the power of sale above described because of default in any covenant hereof the mortgagees, their executors, administrators and assigns, or Madison Brown aforesaid shall not be required to receive and accept, the principal debt and interest then due unless the tender of same be accompanied by the payment of all expenses incurred under the foreclosure proceedings under said bond including as a part of said expense a commission on the total amount of the mortgage debt, principal and interest, equal to one half of the commissions mentioned above which expenses and commissions the mortgagors for themselves and for their heirs, executors, administrators and assigns jointly and severally covenant to pay.

AND the parties of the second part, each for himself and herself and each for his and her executors, administrators and assigns, do hereby mutually covenant with the other and with the executors, administrators and assigns of the other that the money due them as aforesaid was and the debt hereby secured is the property of the parties of the second part and belongs to them as tenants by the entireties and that the survivor of them, the parties of the second part, and the executors, administrators and assigns of the survivor of them shall have the right to collect after the death of the first of the parties of the second part to die the debt hereby secured and all interest then due thereon and not paid in the lifetime of the parties of the second part, free, clear and discharged of any and all right on the part of the executors and/or administrators of the first of the parties of the second part to die to demand, collect and receive said sum of money, interest or any part of either.

IN testimony whereof the parties hereto have hereunto affixed their names and seals the day and year first hereinbefore written.

JOS. E. BAXTER (SEAL)

HELEN BAXTER (SEAL)

GEORGE A. SKINNER (SEAL)

SUSIE SKINNER (SEAL)

Attest as to all:

Nelson J. Brown

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

I hereby certify that on this 14th 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 aforesaid, personally appeared Joseph E. Baxter and Helen Baxter, his wife, above named mortgagors and did each acknowledge the foregoing mortgage to be their respective act and I further certify that at the same time before me, the subscriber, also, personally appeared George Albert Skinner and Susie Skinner, his wife, above named mortgagees and each did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

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

NELSON J. BROWN (SEAL)

NOTARY PUBLIC.

NOTARY PUBLIC
SEAL.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No.12, folios 305, 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 Seal's Court for Queen Anne's County this twenty third day of July, in the Year nineteen hundred and thirty four.

Place.

B.Hackett Turner Clerk.

CERTIFIED COPY OF BOND.
FILED July 25th. 1934.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fifth day of July, in the year 1934, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, George Albert Skinner and Susie Skinner, his wife, and Charles L. Roe and Thomas R. Seward, all of Queen Anne's County, in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Three thousand dollars, to be paid to the State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this twenty fourth day of July, in the year nineteen hundred and thirty four.

WHEREAS, the above bounden George Albert Skinner and Susie Skinner, his wife, as the mortgagee named in the mortgage to make sale, by virtue of the power of sale contained in the mortgage from Joseph E. Baxter and Helen Baxter, his wife, to George Albert Skinner and Susie Skinner, his wife, bearing date the fourteenth day of January, in the year nineteen hundred and thirty one, and recorded among the Mortgage records of Queen Anne's County, Maryland, in Liber B.H.T.No.12, folios 305, a land record book for Queen Anne's County, Maryland, are about to sell the land and premises described in said mortgage, default having been made in the covenants and conditions of said mortgage, in the non payment of the money as specified in said mortgage, and in the conditions and covenants therein contained, by the failure to pay the principal sum and the interest as specified in said mortgage.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden George Albert Skinner, his wife, do and shall well and truly and faithfully perform the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:	George A. Skinner	(SEAL)
H.C.Bowen, G.A.Ruth,	Susie Skinner:	(SEAL)
M.R.Barwick, Theobald Hall.	Chas.L.Roe	(SEAL)
	Thos.R.Seward.	(SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit;-
Security approved and Bond filed July 25th. 1934.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No.1, fol. 278. a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 25th. day of July, in the year 1934.

SEAL'S

B. HACKETT TURNER CLERK.

PLACE.

REPORT OF SALE
FILED JULY 31st 1934.

G.Albert Skinner,
and
Susie Skinner, his wife,
Mortgagees,

IN THE CIRCUIT COURT
FOR

VS.

QUEEN ANNE'S COUNTY,

Joseph E. Baxter
and
Helen Baxter, his wife,
Mortgagors:

IN EQUITY, CAUSE NO.

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

The Report of G.Albert Skinner and Susie Skinner, his wife Mortgagees, in the Mortgage from Joseph E. Baxter and Helen Baxter, his wife, dated the Fourteenth day of January, in the year, nineteen hundred and thirty one, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber B.H.T.No.12, folios 3053rc, the said Mortgagees being authorized and empowered to make the sale of the mortgaged premise in case of default in the terms and conditions and covenants 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 this Court, and filed with him previous to the day of sale, for the faithful discharge of their trust, and after giving more than twenty days previous notice of the time, place, manner and terms of sale, by advertisement inserted in the Queen Anne's Record, a newspaper printed

and published in said Queen Anne's County, State of Maryland, a certified copy of which advertisement is herewith filed with this Report of sale, and prayed to be taken as a part of this said Report they did pursuant to said Notice and advertisement attend in person in front of the Filling Station of William Lucas, (and in front of the Mortgaged Premises) in upper Church Hill, in Queen Anne's County, Maryland, on Saturday July the 28th. 1934, at the hour of 3 O'Clock P.M. and then and there proceeded to sell the property mentioned and described in the said Mortgage and the said Advertisement, as follows, To Wit: All That Lot or Parcel of land, improved by a Frame Dwelling House (and necessary outbuildings) called or known as the George Albert Skinner Property and or the G. Albert Skinner property, situate, lying and being in the upper part of the Town of Church Hill, in the Second Election District of Queen Anne's County, in the State of Maryland, on the West side of the State Road leading from the said Town of Church Hill to Chestertown, having a frontage on said State Road of Ninety (90) feet, more or less, bounden on one side by said State Road and on another side (the rear) by the property of William C. Hall (formerly the property of Woodland P. Finley) and bounded on the remaining side both by the property last mentioned and the property of William C. Coleman and Bertha Coleman, his wife (formerly the "Old Tavern Property" of Joseph C. Roberts), the land hereby described is the same land that is described in the aforementioned Mortgage, and the references therein, to which Mortgage and the references is hereby made for an accurate description of the property to be sold under said Mortgage, and they offered the said Mortgaged property as a whole, and sold the same to George Albert Skinner and Susie Skinner, his wife, at and for the sum of Seven Hundred (\$700.00) Dollars, who were then and there the highest bidder therefor at and for the sum of Seven Hundred Dollars, and your Purchasers will comply with the terms of Sale on the final Ratification of the same by this Court.

J.H.C. Legg

Attorney for Mortgagees.

G. Albert Skinner

Susie Skinner

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

I hereby certify that on this 28th day of July, in the year, 1934 personally appeared 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, George Albert Skinner and Susie Skinner his wife, the Mortgagees above set forth, and did each make oath in due form of law that the matters and things stated in the foregoing Report of sale are just and true to the best of their knowledge and belief, and that the sales therein reported were fairly and bona fide made.

Filed July 31st. 1934.

Nelson J. Brown
Notary Public.

Seal's

Place.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT.
FILED JULY 31st 1934.

MORTGAGEE'S SALE OF VALUABLE REAL ESTATE. Default having occurred in the covenants of the Mortgage given by Joseph E. Baxter and Helen Baxter, his wife, to George Albert Skinner and Susie Skinner, his wife, dated January 14th, 1931 and recorded in Liber B.H.T. No 12 on folio 305, a land record book of Queen Anne's County, State of Maryland the undersigned as the Mortgagees named in said Mortgage, default having occurred in the non payment of the Principal Mortgage debt, the interest thereon and the taxes, in execution of the power of sale contained in said Mortgage, will sell because of said default at public sale to the highest bidder in front of Filling Station of William Lucas, (and in front of the Mortgaged Premises) in upper Church Hill, in Queen Anne's County, State of Maryland, on SATURDAY, JULY 28, 1934 at the Hour of 3 O'clock P.M. All that Lot or Parcel of land, improved by a Frame Dwelling House, (and necessary outbuildings) called or known as "The George Albert Skinner Property", and, or, the G. Albert Skinner Property", situate, lying and being in the upper part of the Town of Church Hill, in the second Election District of Queen Anne's County, in the State of Maryland, on the West side of the State Road leading from said Town to Chestertown having a frontage on said State road of 90 feet, more or less, bounded on one side by said road, and on another side (the rear) by the property of William C. Hall (formerly the property of Woodland P. Finley) and bounded on the remaining side both by the property last mentioned and the property of William R. Coleman and Bertha Coleman, his wife (formerly the "Tavern Property" of Joseph C. Roberts) the land hereby described in the same land that described in the aforementioned Mortgage, and the references therein into which Mortgage and the references therein an accurate description of the property to be sold under said Mortgage.

TERMS OF SALE: One half of the purchase money at the time of the sale, the balance in six months from day of sale, on interest bearing note, payable in Bank, with sureties to the satisfaction of the undersigned Attorney. Title papers and revenue stamps at the expense of the purchaser, Further and more detailed particulars made known on day of sale.

George Albert Skinner
Susie Skinner, his wife,
Mortgagees.

J. H. C. Legg, Attorney
for Mortgagees

J. Elmer Anthony, Auctioneer.

THE QUEEN ANNE'S RECORD? CENTREVILLE MARYLAND July 31, 1934

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Mortgagee's Sale in the case of George Albert Skinner and wife VS Joseph E. Baxter and wife a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD? A WEEKLY newspaper printer and published at Centreville Queen Anne's County, Maryland, once a week for 4 successive weeks the first publication thereof having been made in said newspaper, on the 5th day of July 1934 being more than twenty day before the 28th day of July 1934

The Queen Anne's Publishing Co., Inc.
By R.H. Wilson

N I S I

George Albert Skinner) IN THE CIRCUIT COURT
 and Susie Skinner)
 VS) FOR QUEEN ANNE'S COUNTY
 JOSEPH E. BAXTER) IN EQUITY
 HELEN BAXTER) CHANCERY NO. 3004

ORDERED, This 31 st day of July A. D. 1934, that the sale of the real estate made and reported in this cause by George Albert Srinner and Susie Skinner his wife, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 3rd day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 3rd day of September next.

THE REPORT states the amount of sales to be \$700.00
 B. Hackett Turner Clerk.
 Filed July 31st 1934

CERTIFICATE OF PUBLICATION ORDER NISI.
 FILED OCT.5th.1934.

ORDER NISI George Albert Skinner and Susie E. Baxter VS. Joseph E. Baxter Helen Baxter In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3004. Ordered, This 31st day of Day of July, A. D. 1934, that the sale of the real estate made and reported in this cause by George Albert Skinner and Susie Skinner, his wife, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 3rd day of September next.
 The Report states the amount of sales to be 700.00.
 B. Hackett Turner, Clerk.

True Copy-
 Test: B. Hackett Turner, Clerk.
 Filed July 31st, 1934.

THE QUEEN ANNE'S RECORD
 Centreville Maryland
 October 5, 1934

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi in the case of George Albert Skinner and Susie Skinner VS. Josepg E. Baxter and Helen Baxter a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's Bounty, Maryland ince in each of four successive weeks before the 3rd day of September 1934.

1st Insertion Aug. 2. 1934
 THE Queen Anne's Publishing Co. Inc.
 By Marie K. Connolly

STATEMENT OF MORTGAGE DEBT.
 Filed October 5th. 1934

G. Albert Skinner, and) IN THE CIRCUIT COURT FOR
 Susie Skinner, his wife,) QUEEN ANNE'S COUNTY
 Mortgagees,)
 VS.) IN EQUITY,
 Joseph E. Baxter and)
 Helen Baxter, his wife,) CAUSE NO. 3004.
 Mortgagors.)

STATEMENT OF MORTGAGE DEBT:

Amount of the Principal Mortgage Debt due on the day of sale, July, 28th.1934,	\$1075.00
Interest due from January 1st, 1934 to July 28th 1934, 6 months and 28 days,	\$ 37.27
Taxes paid by the Mortgagees for the Years, 1932	\$ 28.50
and for the year, 1933,	\$ 18.80
Paid on the Insurance (Fire Insurance on the Mortgages Property)	\$ 3.94
5% Attorneys Commissions,	\$ 55.61
	\$1,219.12

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

I HEREBY CERTIFY THAT ON THIS 4th day of October, in the year nineteen hundred and thirty four, before me, the subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared G. Albert Skinner and Susie Skinner, his wife, the Mortgagees in the above entitled Case and did each make oath in due form of law, that there is due and owing on the Mortgage filed in this Case the sum of Twelve hundred and nineteen dollars and 12/100---- Dollars on July, 28th.1934. the day of sale, to the best of their knowledge and belief.

Nelson J. Brown Seal's
 Notary Public. Place.

FINAL ORDER OF RATIFICATION

FILED Oct. 5th. 1934.

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 5th day of October, in the year nineteen hundred and thirty four that the sales of the real estate made and reported by George Albert Skinner and Susie Skinner, his wife, the Mortgagees named in the Mortgage aforesaid, he and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given in accordance with the Order Nisi Heretofore passed in said case, and the Mortgagees are allowed the usual commissions allowed by the Mortgage and such proper expenses as they shall produce vouchers for to the Auditor: the Mortgagees having become the purchasers of the mortgaged property sold in these proceedings, it is further ordered and directed that J.G.C.Legg, of Queen Anne's County be and he is hereby appointed Trustee without Bond, to make conveyance thereof to the purchaser.

Filed Oct. 5th. 1934.

Thos. J. Keating.

REPORT AND ACCOUNT OF THE AUDITOR Filed April 9th, 1935.

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

G. Albert Skinner, and Susie Skinner, his wife, mortgagees,

vs.

Joseph E. Baxter, and Helen Baxter, his wife, Mortgagees,

Cause No. 3004

To the Honorable, the Judges of said Court:-

The report of Madison Brown, the auditor of the Court, unot Your Honors respectfully sets forth that:

The proceedings of this cause were undertaken for the purpose of a sale of mortgaged real estate under the power of sale contained in the mortgage described in this cause and the proceedings show that the property sold in this cause did sell for enough to pay the costs of the sale and the mortgage debt.

In the within account the auditor has charged G. Albert Skinner and Susie Skinner, his wife, the mortgagees making the sale of this cause and who held the mortgage at the time of the sales as tenants by the entireties, with the gross amount of the sale made by them, and the auditor has then thereout allowed unto the said vendors as follows:

The Court costs of the cause, the cost of advertising the sale and the order nisi on the sale, the charges of the auctioneer for crying the sale, the cost of advertising the order nisi to be passed as to this audit and the fee of the auditor.

The balance of the gross sales remaining after the allowance above set forth thereout is by the within audit distributed unto the said mortgagees.

The auditor has stated as past of the within audit a statement showing the balance due the mortgagees on account of the mortgage claim as of the day of sale remaining unpaid and due by the mortgagors after application to said claim of the net proceeds of sale awarded as above set forth. In the statement of the mortgage claim filed by the mortgagees include certain taxes on the mortgaged land as paid by them and the costs of some fire insurance paid by them for which they furnished vouchers as to the taxes, but not as to the insurance, unto the auditor who did not allow these items in the audit for the reason that same are included in the statement of mortgage debt.

Which is respectfully submitted.

April 8, 1935

Madison Brown Auditor

Cause No. 3004.

The proceeds of the sale of the mortgaged real estate of Joseph E. Baxter and Helen Baxter, his wife, the mortgagors making the mortgage described in this cause, in account with G. Albert Skinner and Susie Skinner, his wife, Mortgagees named in said mortgage and the vendors thereunder of the real estate sold in this cause.

1934

July

28

By gross amount of the said mortgage sale, per report of sale filed. \$700.00

" " To G. Albert Skinner and Susie Skinner, his wife, the parties making said sale, for their commissions for so doing per terms of the mortgage, \$48.00.

To do., for the court costs of this cause
per Clerk's statement as follows:

Appear. fee of J. H. C. Legg,	\$10.00	
Costs of Wm. H. Carter, clerk,	<u>\$18.75</u>	28.75

To do., for the costs of advertising in
Queen Anne's Record
notice of the sale made.
 \$13.88 | |

Order nisi on sale.	<u>3.75</u>	
per account receipted exhibited	\$17.63	17.63

to do., for the amount paid J. E. Anthony,
auctioneer, for crying the sale per
his receipt for same exhibited, 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

		2.50
--	--	------

To Madison Brown, auditor, for stating this
account, the sum of

		4.50
		<u>\$106.38</u>

To G. Albert Skinner and Susie Skinner, his
wife, mortgagees, on account of their
mortgage claim as of day of sale, this
balance,

		593.62	
		<u>\$700.00</u>	<u>\$700.00</u>

April 8, 1935

Madison Brown
Auditor.

Cause No. 3004.

STATEMENT OF MORTGAGE DEBT.

Joseph E. Baxter and Helen Baxter, his wife, mortgagors,
to
G. Albert Skinner and Susie Skinner, his wife, mortgagors, DR.

1934 July 28	To amount due under the mortgage described in this cause, as of this date, inclusive of principal debt, interest, taxes, insurance paid and attorney's commission on debt, per statement of mortgage debt filed in this cause,	\$1,219.12
CR.	By amount applicable thereto per this audit	<u>593.62</u>
Dr.	To balance due with interest from July 28, 1934.	<u>\$625.50</u>

April 8, 1935

Madison Brown
Auditor

NISI RATIFICATION OF AUDIT

G. Albert Skinner and Susie Skinner, his wife, Mortgagees	∩	IN THE CIRCUIT COURT
	∩	FOR QUEEN ANNE'S COUNTY
vs,	∩	IN EQUITY
Joseph E. Butler and Helen Baxter, his wife, Mortgagors	∩	CASE NO 3004 Chy.

ORDERED, this 9th day of April in the year nineteen hundred
and thirty-five that the Report and Account filed in these proceedings by Madison
Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be
shown on or before the 4th day of May 1935; provided a copy of this order be published
once a week in each of two successive weeks before the 26th day of April 1935 in
some newspaper printed and published in Queen Anne's County.

William H. Carter Clerk

Filed April 8th. 1935.



QUEEN ANNE'S COUNTY TO WIT: Be it remembered that on the 18th. day of June in the year 1932, the following certified copy of bill of complaint was filed for record to wit:-

J.FRANK LANE

VS.

FLORENCE JARRELL, widow; C	:	
Frances Downes and John R.	:	
Downes, her husband; Mary T.	:	
Rowe. widow; Robert Jarrell,	:	IN THE CIRCUIT COURT
Jr. and Sarah E. Jarrell, his	:	
wife; T. Noble Jarrell, and	:	FOR
Bessie N. Jarrell, his wife;	:	
Addie Jarrell Wright and Harry	:	CAROLINE COUNTY
B. Wright, her husband; Edward	:	
Jarrell and Juanita Jarrell, his	:	IN EQUITY
wife; Victoria E. Roe, mortgagee;	:	
The Sussex Trust Company, a Corpor-	:	CHY. NO. 2983
ation under the Laws of the State	:	
of Delaware, mortgagee; Robert Jarrell,	:	
Jr. and T. Noble Jarrell, Administrators	:	
of the personal estate of Robert Jarrell	:	
Sr. deceased; and T. Alan Goldsborough	:	
and Wesley E. Thawley, Administrators	:	
De Bonis Non of the personal estate of	:	
Robert Jarrell, Sr., deceased.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

J. Frank Lane. who sues as well for himself as for all other creditors of Robert Jarrell, Sr., late of Caroline County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining says:

1. That Robert Jarrell, Sr., was in his lifetime and at the time of his death indebted on his promissory note unto your complainant in the full and just sum of Five Thousand Dollars (\$5,000.00) with interest thereon from June 9, 1924, as will appear more fully by a certified copy of said promissory note duly probated and filed in the Orphans' Court for Caroline County and which said certified copy is filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "A".
2. That the Said Robert Jarrell, Sr., late of Caroline County, Maryland, deceased, being so indebted as aforesaid, unto your complainant and also unto divers other parties, departed this life on or about April 1, 1930, intestate, and letters of Administration upon his personal estate were duly granted by the said Orphans Court for Caroline County, unto Robert Jarrell, Jr. and T. Noble Jarrell on April 8, 1930, who duly qualified as such administrators according to law, all of which will more fully appear by reference to a certified copy of said Letters of Administration filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "B"; and that, thereafter, Letters of Administration De Bonis Non upon the Personal estate of the said Robert Jarrell, Sr., deceased, were granted unto T. Alan Goldsborough and Wesley E. Thawley on October 20, 1931, as will more fully appear by a certified copy of said Letters of Administration also filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "C".
3. That the said Robert Jarrell, Sr., at the time of his death, left to survive him as his sole, next of kin and only heirs at law
 - (a) Florence Jarrell, his widow,
 - (b) Robert Jarrell, Jr., a son, who intermarried with Sarah E. Jarrell.
 - (c) T. Noble Jarrell, a son, who intermarried with Bessie N. Jarrell.
 - (d) Edward Jarrell, a son, who intermarried with Juanita Jarrell.
 - (e) Addie Jarrell Wright, a daughter, who intermarried with Harry B. Wright.
 - (f) Mary T. Rowe, a widowed daughter, all of whom reside in Caroline County, Maryland.
 - (g) C. Frances Downes, a daughter, who intermarried with John R. Downes, and who reside in Newark, State of Delaware.

4. That the personal estate of the said Robert Jarrell, Sr., deceased; is entirely insufficient to pay the costs of administration and to pay and satisfy the indebtedness of said deceased, and there will be nothing left to pay the indebtedness of your complainant as well as that of other creditors of the said Robert Jarrell, Sr., deceased, except perhaps a small divided which will be allowed from the Orphans Court for Caroline County, when the final Administration Account is stated.

5. That the said Robert Jarrell, Sr., at the time of his death, was seized and possessed, in fee simple, of the following described real estate, to wit:

PARCEL NO. 1. ALL that part or portion of a tract of land, farm or plantation, situate, lying and being near the Town of Greensboro in Caroline County, commonly called and known by the name of Old Town, the same being a portion of the lands and real estate of Thomas Goldsborough, by commissioners appointed by Caroline County Court to value and divide the real estate of Thomas Goldsborough, deceased, with dower right therein to Mariah Goldsborough, widow of Thomas Goldsborough, deceased; and

afterwards purchased by Robert McGonigal in his lifetime from the said Allen M. Goldsborough and Mariah Goldsborough, that is to say, Beginning for said portion of said tract of land called Old Town hereby conveyed as the part thereof which lies south of the Branch called Old Town Branch commencing with the Branch at the main road, and running with said Branch to the Mill Pond called Slaughters Mill Pond, thence with the meanders of said pond until it strikes the lines of Slaughters Mill and thence with the lines of said Mill property, until it leaves said property, thence to a point that will strike the center of the neck Field Ridge, then straight through the center of said Rigge until it strikes or reaches the thirty acres of woods, lands allotted to Thomas Goldsborough, deceased, by the commissioners who divided the real estate of Thomas Goldsborough, Senior, deceased, then with the lines of said timber lot until it reaches a point upon the opposite side of said lot opposite to the point where it first strikes said lot, thence running on into white oak woods or swamp taking so much of said woods to make the quantity of Two Hundred (200) Acres of land, It being the same property devised unto Robert Jarrell, Sr., by a Last Will and Testament of Julia A. McGonigal, late of Caroline County, deceased, duly probated and filed among the Will Records in the Orphans' Court for Caroline County, Maryland, a certified copy of which said will is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit D", and a certified copy of deed to Julia A. McGonigal, filed herewith and marked Complainant's Exhibit "D1".

Parcel No. 2. (a) All that tract, parts of tracts, piece or parcel of land, situate, lying and being in the First Election District of Caroline County, aforesaid and described as follows, to wit: All that tract, piece or parcel of land and premises, being part of the tract of land called "Old Town", or by whatever name or names the same may be called and known, containing the quantity of three hundred and ninety-five acres, more or less, and being part of the Estate of the late Thomas Goldsborough, of Caroline County, aforesaid, which was assigned by George Reed, Samuel Culbreth, William M. Hardcastle and Seth Godwin, who were Commissioners appointed by the Honorable Caroline County Court, to divide &c., the lands of the said Thomas Goldsborough, deceased, to Griffin W. Goldsborough, being lot number three(3) of the return of the said Commissioners, and as surveyed and laid down by William Orrell, Deputy Surveyor for Caroline County, aforesaid, as by reference to the return of said Commissioners, duly ratified and confirmed by the Honorable County Court aforesaid, and recorded in Liber J. R. No. D, folios 112, 113, 114, 115, 116, 117, 118, 119, and 120, one of the Commission records for Caroline County aforesaid, as by reference thereto for metes, bounds, courses and distances will more fully appear, and being the same land which was conveyed to the said Annie M. Massey by the aforementioned Griffin W. Goldsborough and Angie, his wife, by deed dated the tenth day of May, Eighteen Hundred and Ninety-Two and recorded in Liber L. H. G. No. 57, folio 583, one of the Land Records for Caroline County aforesaid, excepting and reserving from this conveyance one acre heretofore conveyed to the Board of County School Commissioners for Caroline County for a school house.

Also, all that other tract of parcel of land, being part of the said tract commonly called "Old Town" and bounded as follows: On the South by the branch known as "The Town Branch", on the West by the County road leading from Goldsborough to Greensborough, on the North by the tract called Old Town, hereinbefore referred to and conveyed; and on the East by the Mill Pond of what is known as Adams' Mill, now owned by the heirs of Phillip W. Downes, deceased, and containing twenty acres more or less, and being the part of the aforesaid tract of land called "Old Town" that was laid down to Allen M. Goldsborough by the above named Commissioners to divide, &c., them lands of Thomas Goldsborough, deceased, as by reference to the return of said Commissioners hereinbefore mentioned, will more fully appear; and the same that was conveyed by Griffin W. Goldsborough, Trustee for the sale of the real estate of Allen M. Goldsborough, deceased; to W. Elwell Goldsborough by deed recorded in Liber T. H. K. No. 35, Folio 31 &c., one of the Land Records for Caroline County and the same which was conveyed by W. Elwell Goldsborough; his wife, to the said Annie M. Massey by deed dated the sixth day of July, 1892 and to be recorded among said Land Records- reference to all which said deeds and Commissioners returns will more fully and at large appear. It being the same land mentioned and described in a deed from Annie M. Massey and William Massey, her husband, to Robert Jarrell, bearing date the 15th day of February, 1897 and recorded in Liber E. C. F. No. 63, folio 154, one of the Land Records Books for Caroline County, aforesaid; SAVE AND EXCEPT some small parcels of building lots heretofore sold by the said Robert Jarrell, Sr., to James W. Shively, J. Frank Lane, James MacBeth and others, all of which are within the corporate limits of the town of Goldsboro, Caroline County, Maryland, and which are duly of record among the Land Record Books for Caroline County, aforesaid; a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complaintant's Exhibit E".

(B) All the land (which is a part of the hereinafter mentioned farm owned by the grantors) beginning at a stone at the north east corner of the Goldsboro School grounds on the County road leading from Goldsboro, Maryland to Sandtown, Delaware, thence by said school grounds south 29 degrees west 4.72 perches to a stone in said line of school grounds, a corner for the lands of Robert Jarrell, thence by the said lines of Robert Jarrell south 67½ degrees east 96.55 perches to a stake on the south side of the above named road in the limits thereof, thence along the south side of the said named road in the limits thereof north 67 degrees 37 minutes west 96,25 perches to the place of beginning, containing one acre and sixty-seven square perches of land more or less, it being the same land mentioned and described in a deed from George C. Johnson and Emma A. Johnson, his wife, to Robert Jarrell, bearing date the 14th day of May, 1908 and recorded in Liber T. L. D. No. 72, folio 240, one of the land Record Books for Caroline County, Maryland; a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complaintant's Exhibit F".

PARCEL NO. 3. All that tract, parts of tracts or parcel of land situate, lying and being in the First Election District of Caroline County and State of Maryland and described as follows, that is to say: BEGINNING for the outlines thereof at a stone at the Iron Mine at the northwest corner of said land and running thence north sixty-two degrees East twenty-five perches with dith, then North sixty-seven and a half degrees East one hundred and twenty-seven perches to a stone in the woods; then North twenty degrees East twenty-six perches to a post, then north five and a half degrees East twenty-seven perches to a post in a awamp, then south seventy degrees East ten perches to the County road, then binding with said road to a lot now owned by Andrew Clark, sold off from this farm, then South eighty-seven and a half degrees West fourteen and one-half perches to a post; then South two and a half degrees East eighteen perches to the Church lot, then north eighty degrees East fourteen and twp-tenths perches to a post then south sixty-six degrees West twenty-seven

perches to the North west corner of the Saw Mill lot, then South twenty-four degrees East sixteen perches to the County road, then South eighty-four degrees East nine perches to Lot No. 11 of the village of Goldsborough, as sold by the above named grantors, then South six degrees west twelve perches to a post in the field, then South eighty-four degrees east thirty and a half perches to the right of way of the Delaware and Chesapeake railway, then twenty-seven and a half degrees West one hundred and seventy-four perches to Old Town Branch, then binding with said branch to a point fifty-nine perches East of the place of beginning, thence in a straight line North twenty degrees West to said place of beginning, containing by a recent survey made by William N. Williams. one hundred and sixty-seven Acres, more or less reference to said survey being had as a part hereof will more fully appear. It being the lands known as OldTown, Ratcliffe, or by whatever names the same being known, and is the same land mentioned and described in a deed from Robert Jarrell and Benjamin W. Jones, Administrators, and others, to Robert Jarrell, bearing date the 3rd day of July, 1901 and recorded in Liber C. W. H. No. 66, Folio 411, one of the Land Record Books for Caroline County, Maryland; SAVE AND EXCEPT three building lots heretofore sold by the said Robert Jarrell, Sr., to Dr. H.F. Silver and Thomas Butler, all of which are duly recorded among the Land Records for Caroline County, Maryland; a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit G".

PARCEL NO. 4. (a) All that tract or parcel of land situate, lying and being in the First Election District of Caroline County, State of Maryland, and described as follows :- BEGINNING for the same at a stone on the north side of the County road leading from Goldsboro Station through the said farm, the same being a corner of Benjamin Tilghman's land, represented on a plat by the letter A; thence running with said Benjamin Tilghman's and Issac Goldstein's land north twenty-two and one-half degrees west, one hundred and forty-three perches to a stone; thence north twenty-eight and one-half degrees east, five and one-half perches to a stone a corner of James Hughes land; thence with the same the three following lines or courses; south seventy-five and three-fourth degrees east, fifty-nine perches to a stone; south twenty-seven degrees east, seventy-two and four-tenth perches to a stone; north twenty-nine and one-half degrees east, one hundred and eight perches to a stone intersecting William M. Hardcastle's Land; thence with the same south forty-eight degrees east. thirty-one and eight-tenths perches to a stone intersecting Charles A. Roe's land and at the north end of the Divisional lines now between the said Thomas Walling and Charles A. Roe, of which is known as the upper and lower Wyatt farms; thence with said division the three following lines or courses; south fifteen degrees west, one hundred twenty-seven and one-half perches to a stone; south twenty-seven and three fourth degrees east, sixty-four and three-tenth perches to a small marked scrub white oak; south forty-seven and one-half degrees east, sixty-eight and two tenth perches to a stone intersecting the lands of the heirs of Thomas Jones, deceased; thence with the same the three following lines or courses; south sixty-eight and one-half degrees west, eighty perches to a stone, south sixty-three and three-fourth degrees west, forty-eight perches to a stone; south sixty-one degrees west, twenty-five perches to a stone a corner of the lands of Samuel J. Jarman and Benjamin Verrill; thence with the said Jarman's land the three following courses, north forty-nine degrees east, forty and eight-tenth perches to a stone; north thirty-four and one-fourth degrees west, thirty-three and seven-tenth perches to a stone; north forty-three degrees west, fourteen perches to a stone; thence continuing with the said Samuel J. Jarman's and Benjamin Verrell's land south eighty-one and one-half degrees west, fifty-two and four-tenth perches to a marked white oak a corner of the said Benjamin Verrell's land, thence with the same the three following courses; north fifty-four and one-fourth degrees west, twenty-one and three-tenth perches to a stone; north thirty-nine and one-fourth degrees west, eleven perches to a stone and cedar stake; north two and one-fourth degrees west, twenty-five perches to a large stone; thence continuing with the said Benjamin Verrell's and Benjamin Tilghman's lands north forty-two degrees east, seventy-six perches to the first place of beginning, containing TWO HUNDRED ACRES OF LAND MORE OR LESS? surveyed the 28th day of February, 1878, and is the same land mentioned and described in a deed from Thomas L. Watling, et al to Robert Jarrell, Sr., bearing date the 16th day of May, 1918, and recorded in Liber L.B.T. No. 79, folio 505, one of the Land Record Books for Caroline County, Maryland; a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit H".

(b) ALL Those lots, pieces or parcels of land situate, lying and being in the First Election District of said, Caroline County and described as follows:

Lot No. 1. Called Mount Pleasant, beginning at a stone in the Swadling land (formerly Thomas C. Wyatt's field) which stone is planted on the North line of the entire tract conveyed to Darius Williams by Sorden Kinnamon and wife and runs from said stone with said North line reversed North $23\frac{1}{4}$ degrees West 58 perches to a ditch; thence South $66\frac{1}{2}$ degrees $19\frac{1}{2}$ perches to a maple tree standing on the South side of said ditch and marked with nine notches; thence South $23\frac{1}{2}$ degrees East 70 perches to the tenth line reversed; thence North 41 degrees East $21\frac{1}{2}$ perches to a stone, the place of beginning, containing seven and five-eighths acres, more or less, save and except that part lying on the left side of the road from Goldsboro to Ingleside.

Lot No. 2. On the North side of the public road from Goldsboro to Baltimore Corner and is bounded as follows; to wit: Beginning in the middle of a bridge in said road over Oldtown Ditch, thence a new line up said ditch 118 feet to a small ditch emptying into said Oldtown ditch on the East, thence up said small ditch 243 feet to a line in the "Tilghman Lot", now owned by said Alexander Butler, thence with said line South 69 degrees West 127 feet to a stake and south 20 degrees 40 minutes East 331 feet to the middle of the above named County road, thence along the middle of said County road North 40 degrees West 348 feet to the place of beginning, containing about three fourths of an acre, more or less. The two lots above described being the same land mentioned and described in a deed from Alexander Butler and wife to Robert Jarrell, Sr.; bearing date the 13th. day of May, 1919, and recorded in Liber L.B.T. No 81 folio 50; one of the Land Record Books for Caroline County, Maryland; a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit I".

PARCEL NO. 5. ALL that farm or tract of land situate, lying and being in the Second Election District of Caroline County and described as follows, that is to say, BEGINNING for the metes and bounds, courses and distances thereof in the public road

leading from Bridgetown to Goldsboro at the South West corner of said farm or tract of land and running North two and one-half degrees West, fifty-four and three-tenths perches; then North six and one-fourth degrees East, fifty-nine and three-tenths perches to the Hughes land, thence with said Hughes land North sixty-seven and one-half degrees West, Ninety-four Perches to an iron stone in the side of a woods road; thence North fifty-four and one-half degrees East, eighty perches; thence North forty and one-half degrees West, thirty perches to Clark's lot, thence South eighty-four and one-half degrees West, fifty and two-fifths perches; then North forty-one and one-half degrees West, thirty-four perches to the Pritchett land; thence South fifty-four and one-half degrees West, sixty and three-fifths perches to the Jones land; thence South sixty-one degrees East, twenty-eight and seven-tenths perches; thence South thirty-six and one-half degrees West, fifty-nine and six-tenths perches to a red oak thence North one degree West, thirteen and three-tenths perches to a post, a corner for the Pritchett land, thence South twenty-nine degrees West, one hundred and sixty-five and two-fifths perches to the Powell land, thence with the said Powell land and the public road eight one and one-half degrees East, seventy-one and two-fifths perches, thence South fifty-five and three-fourths degrees East, seventy-four perches, thence North seventy-six and one-fourth degrees East, eleven and two-fifths perches, thence North fifty-one degrees East, twenty-eight perches, thence North seventy-one and three-fourths degrees East, fifty-two perches, thence North forty-six and one-fourth degrees East thirty-eight perches to the place of beginning, containing Two Hundred and Fifty-one Acres, one Rood and Twenty-five Perches of land, more or less, it being the same land mentioned and described in a deed from Margaret E. Schuyler and Samuel E. Schuyler, her husband, to Robert Jarrell, Sr., bearing date the 3rd day of September, 1910, and recorded in Liber J.K.S. No. 74, Folio 222, one of the Land Record Books for Caroline County, Maryland; a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit J".

PARCEL No. 6. All and singular that farm or plantation, tract or parcel of land situate and being in the Second Election District of Caroline County, State of Maryland, on the south side of the public road leading from Greensboro to Bridgetown, adjoining the lands of Edgar Plummer, Andrew B. Roe, the Rebecce Day land, and others, containing the quantity of One Hundred and Sixty-five Acres of land, more or less, it being the same land mentioned and described in a deed from Grace N. Valliant to Robert Jarrell, bearing date the 8th day of July, 1902 and recorded in Liber C.W.H. No. 67, folio 379, one of the Land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit K".

PARCEL NO. 7. ALL those two tracts or parcels of land situate, lying and being in the First Election District of Caroline County, State of Maryland and described as follows:-

Tract No. 1. Beginning for the outlines at a corner in the middle of the County road leading from Henderson to Ingleside, marked by a stone on the east side of said road in a line of Eli Kenton; thence with said line north eighty-nine degrees east, ninety nine and three-tenth perches to a stone under a wire fence in a line of Fred Lush; thence with said line and wire fence north about eleven and three-quarter degrees west, fifty-six and four-tenth perches to a stone in said line under the wire fence a corner for land of William W. Nickerson; thence with said land south sixty-six degrees west, seventy-nine and eight-tenths perches to a stone with faced marked trees around it and north seven degrees east, twenty and five-tenth perches to a stone, a corner of George Brown's land; thence with said land south seventy-one and three quarter degrees west, forty and one-tenth perches to a corner in the middle of the above named road; thence following the middle of said road forty perches to the place of beginning, supposed to contain Thirty Acres of land, more or less.

Tract No. 2 lies on the east side of the County road leading from Greensboro to Ingleside and is described as follows:- Beginning at the cross roads corner for Robert Jarman's land runs first with the County road leading to Ingleside north nineteen degrees west, one hundred and twenty perches to a corner in said County road; thence north thirty-four degrees west, twenty perches to corner in said road, corner of the said Simperts other lane; thence with it north eighty-seven and thirty-five hundredths degrees east 146 perches to corner of the original white oak, beginning for a patented tract of land named James park, now owned by Perry Duckery; thence with the said Duckery and Verrill's land south thirty-five degrees east fifty perches to a stone, corner for the said Verrill's land; thence south six degrees east eleven perches with the said Verrill's land; thence south seven degrees west thirty-eight perches to a stake; thence north seventy degrees east seven and one-tenth perches to a stone corner for Joel Clark's land; thence with the said Clark's land south fifteen and one-fourth degrees west, ninety-three and one-third perches to a stone, south to a stone, south side of the County road near said Clark's tenant house; thence south thirty-two degrees west, seventy-six and one-half perches to a stone, corner for said Clark's and Samuel Swiggett's land; thence with the said Swiggett's and Robert Jarman's land north sixty-nine and one-half degrees west, eighty-two perches to a stone by fence west side of County road; thence north eighteen degrees west, thirty perches and north ten degrees east twelve perches with the said Jarman's land to the first beginning, containing Two Hundred Acres of land, more or less. It being the same land conveyed by Hugh B. Simperts and wife to the said John Shively by deed dated September 18, 1884 and recorded in Liber L.H.G. No. 48, folio 295, one of the Land Record Books for Caroline County; save and except tract deeded by John Shively and wife to William H. Brimmal by deed dated November 15, 1897 and recorded in Liber E.C.F. No. 63, folio 399, one of the Land Records for Caroline County, containing fifteen acres of land, more or less; save and except also tract conveyed by John Shively and wife to George Gould by deed dated July 17, 1900 and recorded in Liber C.W.H. No. 65, folio 507, one of the Land Record Books for Caroline County, containing twenty-seven and one-fourth acres of land, more or less; save and except also tract of land conveyed by John Shively and wife to William H. Hutchins by deed dated

November 29, 1900 and recorded in Liber C.W.H. No.66, folio 60, one of the Land Record Books for Caroline County, containing fifteen acres of land, more or less; save and except also tract of land conveyed by John Shively and wife to Levi Downes by deed dated July 29, 1901 and recorded in Liber C.W.H. No. 66, folio 464, one of the Land Record Books for Caroline County, containing nineteen and five-eighth acres of land, more or less; save and except also tract of land conveyed by John Shively and wife to Casper Wilkerson by deed dated August 31, 1911 and recorded in Liber J. K. S. No. 74, folio 424, one of the Land Record Books for Caroline County, containing one and seven-eighths acres of land, more or less; leaving in said tract One Hundred Twenty-one Acres more or less. Making a total in both tract of One Hundred Fifty-one Acres, more or less, it being the same land mentioned and described in a deed from John Shively, widower, to Robert Jarrell, Sr., bearing date the 31st day of December, 1917, and recorded in Liber L.B.T. No. 79, Folio 372, one of the Land Record Books for Caroline County, Maryland, save and except a parcel of thirty acres heretofore sold by the Robert Jarrell, Sr. to T. Noble Jarrell by deed bearing date the 31st day of October, 1923 and recorded in Liber G.A.D. No. 86, Folio 65, one of the land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit L".

PARCEL NO. 8. (a) ALL that tract or parcel of land situated, lying and being in the Second Election District of the County aforesaid, contained within the following metes and bounds, courses and distances to wit, Beginning at a stone standing by the side of a large Sycamore tree on the north side of the road leading from Purnells Shop to Greensborough, being the end of the first line of a tract called Plain Dealing turning thence north fifty-three degrees west seventy-one and a quarter perches, to a fence, then with the same south thirty-six and a half degrees west thirty perches, thence south twenty-eight and a half degrees, west eighty-five and two-fifth perches to the aforesaid County road then with the same north sixty-five degrees west ninety-eight perches; then north forty-six and a half degrees west twenty-four and four fifths perches, to the division fence between said land and the land formerly owned by Richard H. Comegys, then with the same north ninety and three-fourths degrees, East one hundred and thirty-six and one-quarter perches, north twenty-one and one quarter degrees, East sixty-six perches; then north sixty-nine and a half degrees, west forty-one perches, then north sixty-three and a quarter degrees west eighty-one and a quarter perches; to the lands of----- Hoffman, then with the same north twenty-seven degrees, east twenty-one perches to the lands of William C. Satterfield, formerly owned by Helen A. Comegys; then with the same south forty-two degrees east three and a half perches, then north eighty-five and a half degrees east fifty-one perches, then north sixty-nine and a half degrees, east forty-nine perches to a cedar tree then with the land formerly owned by Thomas Roe, south thirty-five and a quarter degrees, east fifty-six perches, then south twenty-five and a half degrees east forty perches to a ditch then south eighty and three-quarter degrees east forty-nine perches with said ditch, then with a bank fence south thirty and a half degrees east sixty-six perches, then south thirty-one and a half degrees west fifty-five and a half perches, then south forty-three and a half degrees east seventy-four and a half perches, then south twenty-three degrees west on and a half perches to the place of beginning, containing Two Hundred and Five (205) Acres; more or less, being the same land mentioned and described in a deed from L. D. Rice and wife to Robert Jarrell, bearing date the 8th. day of December, 1881, and recorded in Liber L.H.G. No. 45, folios 241, 242 and 243, one of the Land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit M".

(b) ALL that piece or parcel of ground situate, lying and being in Caroline County, State of Maryland aforesaid and described as follows; to wit* BEGINNING For the same on the west side of the New County road leading from Greensborough to Bridgetown and being all that piece or parcel of land lying west of said new public road supposed to be ten acres more or less, it being the same land mentioned and described in a deed from John P Manlove and Amanda M. Manlove to Robert Jarrell, bearing date the 8th. day of November, 1881, and recorded in Liber L.H.G. No. 44, folios 464 and 465, one of the Land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit N".

(c) ALL tracts or parcels of land called Plain Dealing, lying in the Second Election District of Caroline County, on the north side of the main road leading from Greensborough to Purnells Shop and contained within the following metes, bounds, courses and distances, to wit:

Tract No.1. Beginning one perch and seven-tenths of a perch from a sycamore tree, thence north twenty-four degrees east seventy- and three-tenth perches with and to a fence, thence north fifty-five and a half degrees west sixty-two and three-tenth of a perch from and with a fence to a stone planted in the ground, thence south thirty-two and a half degrees west fifty-five and six-tenths of a perch, thence south forty-four and a half degrees east seventy-five perches home to the beginning, containing and laid down for twenty-six acres of land, be the same more or less.

Tract No. 2. Beginning at a stone in the woods and running from thence south sixty-eight degrees west seven and one-quarter perches to a stone in the edge of a field, thence south thirty-six and three-quarter degrees west twenty-eight perches to a stone, thence south twenty-nine degrees west eight -five perches to a stone planted in the ground by the side of the road leading from Greensboro to Purnells Shop; then with said road south seventy-five degrees east twenty-six and two-third perches to a stone thence north nineteen and one-half degrees east one hundred and eight perches home to the place of beginning, containing Eleven Acres and a Half be the same more or less, it being the same land mentioned and described in a deed from Augusta Rousset to Robert Jarrell, bearing date the 30th day of June, 1884, and duly recorded in Liber L.H.G. No. 48, folios 431 and 432, one of the Land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit O".

PARCEL NO. 9. ALL that certain tract or parcel of land situate, lying and being in the First Election District of Caroline County aforesaid, called and known as Popular Neck or by whatever name or names the same may be called and known, bounded on the North and East by the lands of Robert b. Culbreth and also on the East by the land conveyed to Edwin R. Cochran by Thomas O. Culbreth, on the South by the land conveyed to Frank H. Moore by Alex. V. Murphy and on the West by the land of Thomas C. Culbreth as conveyed by him to Edwin R. Cochran, and containing Four Hundred and Sixty Acres of land, more or less; it being the same land mentioned and described in a deed from George R. Gaither, Trustee, to Robert Jarrell, bearing date the 1st day of February, 1906 and recorded in Liber T.L.D. NO, 70, folio 575, one of the Land Record Books for Caroline County, Maryland, Save And Except a parcel containing approximately twenty (20) Acres of land heretofore sold by the Robert Jarrell, Sr., to William Mitchell, said deed being duly of record among the Land Records for Caroline County, Maryland; a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit P".

PARCEL NO. 10. ALL those two tracts or parcels of land situate, lying and being in Queen Anne's and Caroline Counties, State of Maryland, and described as follows:

Lot No. 1. Consisting of all those two parts or tracts of land lying and being partly in Caroline County and partly in Queen Anne's County and which will be found to be within the following metes and bounds, namely, beginning for the outlines thereof at center where the county road leading from Ingleside to Templeville, crosses the road leading from Greensboro to Millington, known by the name of Keen's Cross road, at which place there is a stone planted in the ground more definitely to make the place and from said stone runs with the County road leading to Templeville north seventy degrees, east thirty perches, thence north fifty-nine degrees east fifty perches, then north forty-three degrees, east forty-two perches, then north twenty degrees and fifteen minutes east thirty-four perches to the corner of Alexander S. Godwin's fence then running with said fence south forty-six degrees, east thirty-six perches, thence south thirty degrees east ten perches until it intersects the fifth----which is expressed in a deed given by Richard Keene to Charles Goldsborough for the same land, then with said line south eighty three degrees east one hundred and five perches to the part sold to Marcellus Keene, at which place there is a post in the ground, thence north eight degrees, east one hundred and fifteen perches to a stone at the corner of what is called the Harden lot near The Maine road, thence north eighty-two degrees west one hundred west one hundred and sixty-four perches to a large stone, the first boundary of said tract thence south four-gres west sixty-six perches to a small red oak tree at the end of the same line of Spry's deed for a part of Mangy Pocky thence with the same reversed north seventy degrees west one hundred and twenty-three perches to the first line of Spry's deed then with the same reversed north one hundred and six perches to a stone planted in the ground and said to be at the end of three hundred and seventy perches on the second line of Edenborough being also the beginning of said Spry's deed for part of Mangy Pocky and from thence runs with the said second line of Edenborough north eight seven degrees west twenty-six perches to a stone planted in the ground in a s amp at the end of the said second line of Edenborough then with the second line of the same south twelve degrees west ninety perches to the fourth line of Goshen thence with the same south thirty-eight degrees west thirty-one perches to the end of the first line of deed of Samuel Keens to Richard Keene, for part of said tract called Goshen then with the first line of said deed reversed south forty-five degrees west fifty-one perches to a piece of mill stone planted in the ground close on the south side of the County road leading from Greensboro to Millington, thence with said road south twenty-eight degrees fifteen minutes east fifty-four and one-half perches, thence south forty degrees east twenty perches, then south fifty-three degrees east seventy-four perches, south eighteen degrees thirty minutes, east forty-seven perches home to the first beginning, containing Two Hundred and Seventy-one and One-half Acres of land, being the same more or less.

Lot No. 2 being all that lot or parcel of land on the north side of a piece of new road recently constructed for the purpose of straightening said road which leads from Keene cross road to Templeville, said line to commence where the said new road crosses the old road at or near the long marsh ditch on said road running with the said road in a easterly direction until it strikes the old County road, at or near a small bridge in the wooda then running in a westerly direction with the lines of the said William H. Faulkner and Mary T. Gray until it intersects the lot or parcel of land which the said Mary T. Gray and Mathew H. Gray her husband, conveyed to William H. Faulkner, the said piece of land includes all the lands both arrable and timber that belonged to the said William H. Faulkner which lies on the north side of the piece or new road, it being the same land conveyed by William H. Faulkner and wife to the said Mary T. Gray by deed dated June the sixteenth eighteen hundred and eighty-two and recorded in Liberr S.C.D. #7, folio , one of the Land Record Books for Queen Anne's County, save and except that part of said land conveyed by the said Mary T. Gray to Henry M. Robinson by deed dated April 1st, nineteen hundred and nine and recorded in Liber T. L. D. #72, folio 539, one of the Land Record Books for Caroline County, containing thirteen acres or land, more or less; both of the above lots being the same land mentioned and described in a deed from Mary T. Gray, widow, to Robert Jarrell, Sr., bearing date the 29th day of August, 1910 and recorded in Liber S. S. No. 8 folio 351 etc. a land Record book for Queen Anne's County, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit Q".

PARCEL no. 11. All those certain pieces or parcels of land situate, lying and being in the upper part of Queen Anne's County, State of Maryland, called and known by the "Eden Kelly" and "Goshen" or by whatsoever name or names the same may be called or known and contained within the following metes and bounds, courses and distances, to-wit: Beginning on the southwest corner of said lands in the public road leading from Beaver Dam to Templeville and running thence north 13 degrees 15 minutes west 180 perches, South 180 perches, South 88 degrees west 20 perches, North 25 degrees West 101 perches North 88 degrees East 131½ perches, North 6 degrees 30 minutes East 36 perches to a ditch, then with said ditch South 46 degrees East 15 6/10 perches, South 61 degrees east 22 perches to the "Big Ditch", then South 74 degrees 30 minutes East 26¾ perches, then South 83 degrees East 30 perches, North 80 degrees 30 minutes East 176 perches,

South 8 degrees 45 minutes West 47 4/10 perches, South 57 degrees West 90 perches, South 2 degrees 30 minutes West 98 perches South 39 degrees East 7 perches, South 48 degrees 30 minutes West 98 perches, South 39 degrees East 7 perches, South 48 degrees 30 minutes west 74 perches, South 63 degrees West 22 perches, South 54 degrees West 64 perches, North 87 degrees 30 minutes West 54 perches, South 77 degrees 30 minutes West 38 perches to the place of beginning, containing Four Hundred and Thirty-eight Acres, Two Roods and fifteen perches of land, more or less; also all that woodlot lying and being in said County near Church Hill called "Oakley", containing nine acres, more or less; all of which lands and premises and described in a deed from Louisa Cooper and William L. Cooper, her husband, to Robert Jarrell, bearing date the 26th day of January, 1889 and duly recorded in Liber W. D. No. 2; folios 457 and 458, one of the Land Record Books for Queen Anne's County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit R".

PARCEL NO. 12. (a) All that farm or tract of land situate, in the Sixth Election district of Queen Anne's County Maryland, on both sides of the public road leading from Ruthsburg to Bridgetown, and adjoining the lands of Charles M. West, Eldridge, Thomas H. Robinson, Stephen R. Downes, J. L. Coursey, P. T. Potts, Joseph Larriomore, and the Sparks or Evans farm and is contained within the following metes and bounds, courses and distances, to wit: Beginning in the middle of the aforesaid public road leading from Ruthsburg to Bridgetown opposite a stone between this farm and the farm of the said Thomas H. Robinson, and running with the land of Thomas H. Robinson north 20 degrees and 15 minutes west, 220.2 perches to a stake which is two perches from a stone which is at the corner of the fence, thence north 67 degrees east 48.2 perches to a stone on the east side of the public road and being a boundry for the Fannie C. Downes and the Amandus Cale Farm, thence with the east side of the public road north 18 degrees 30 minutes west 16 perches to a bend in the fence, thence north 7 degrees 45 minutes west 10 perches to a point opposite a stone, said stone being on the west side of the public road and being a corner stone for this farm, and the C. H. J. Sparks or Evans farm, thence with the Evans farm north 77 degrees, 45 minutes west 72.4 perches to a stake and stone, thence north 63 degrees, 30 minutes west, 29 perches to a marked red oak tree, said tree being a corner for the Stephen R. Downes woodlot, thence with the line of said woodlot south, 21 degrees, 30 minutes west, 28.6 perches to a fence post, a corner for the S. R. Downes lot, thence north 58 degrees, 30 minutes west 84.5 perches to a stake, a corner for S. R. Downes and the Evans Farm; south 14 degrees, 45 minutes west 26.6 perches to a stake, a corner for the Evans farm and the Teat lot; thence with the Teat lot south 37 degrees, 45 minutes west, 88 perches to a stone, a corner for the Teat lot; thence south 43 degrees 45 minutes east, 38.5 perches to a stake along the P. T. Potts line, thence north 46 degrees, 15 minutes east 1.5 perches to a white oak tree, a corner for the P. T. Potts farm, thence south 44 degrees 30 minutes east, 91.25 perches to a post, thence south 1 degree 30 minutes west, 25 perches to the corner of Joseph Larriomore, thence south 23 degrees, 30 minutes east, 38 perches, thence south 29 degrees 43 minutes east 89.2 perches to middle of the public road from Ruthsburg to Bridgetown, and opposite a stone along the edge of road, thence with the middle of said road south 82 degrees west 43 perches to corner for C. M. West, thence with the West line south 45 degrees east 65 perches to C. M. West's fence, thence with said fence north 47 degrees east, 15.4 perches, thence south 87 degrees, 45 minutes east, 109 perches to Eldridge Downes land, thence with said land north 20 degrees 30 minutes west, 69.4 perches to the middle of the aforesaid public road, thence with said middle of the road north, 72 degrees east 29.8 perches to the place of beginning, containing 351.914 acres of land. it being the same land mentioned and described in a deed from T. Alan Goldsborough, Trustee, to Robert Jarrell Sr. bearing date the 3rd day of January, 1911, and recorded in Liber S. S. No. 9 folio 270, a Land Record Book for Queen Anne's County, Maryland. SAVE AND EXCEPT a parcel of land containing Forty-seven and six-tenths (47.6) acres heretofore sold by the said Robert Jarrell, Sr. to C. W. West, said deed being duly recorded among the Land Records for Queen Anne's County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit S".

PARCEL NO. 12. (b) All that part of a tract or land, situate lying and being in the Sixth Election District of Queen Anne County, State of Maryland and described as follows: Beginning at a stone a corner for the lands of Philip T. Potts, Robert Jarrell and Joseph Larriomore and runs with the said Robert Jarrell's land north one and one-half degrees east, twenty-five perches to a stone, corner for the lands of said Robert Jarrell and P. T. Potts, thence still with the lands of the said Robert Jarrell, north forty-four and one-half degrees west ninety-one and one-fourth perches to a stone: thence with straight line to the place of beginning, same being south thirty-three and one-half degrees east, one hundred and eleven perches, containing four and one-half acres of land, more or less. It being the same land mentioned and described in a deed from Philip T. Potts, widower, to Robert Jarrell, Sr., bearing date the 23rd day of May, 1913, and recorded in Liber W.F.W. 3, Vol. 345, a Land Record Book for Queen Anne's County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit T".

Parcel NO. 13. ALL that tract of land or farm known as The Schuyler Farm situate, lying and being in the Sixth Election Districe of Queen Anne County, State of Maryland on the public road leading from Ingleside to Bridgetown, adjoining the farm of William C. Smith's known as the Level Square Farm and designated as Farm No. 2 in the Trustees report of sale, filed in the case of Charles R. Walls; Plaintiff vs. Mary C. Walls and others, defendants; in the Circuit Court for Queen Anne County in equity and containing Two Hundred Seventy-five Acres, Three Roods and One Perch of land, more or less, being the same land mentioned and described in a deed from Estelle Walls and M. Florence Walls, single women; to Robert Jarrell, Sr. bearing date the 7th day of January, 1915, and recorded in Liber W.T.W. No. 6. folio 436 a Land Record Book for Queen Anne's County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and Marked "Complainant's Exhibit U".

PARCEL NO. 14. ALL that certain piece or parcel of ground situate, lying and being in Caroline County aforesaid, and described as follows, to wit:

ALL that farm lying between the County road leading from Greensboro to Goldsboro and the Delaware and Chesapeake Railroad, of which the late Thomas Jones died seized and possessed which originally belonged to his home farm containing SEVENTY (70) Acres of land, more or less, with the exception of a certain "grave Yard" now on said farm and conveyed by deed from the late Martha A. Hollingsworth to the heirs of the late Thomas Jones deceased, recorded in Liber J.W.T. No. 39, folio 418 and 419, one of the Land Record Books of Caroline County, reference thereto being had the metes and bounds of the same will fully appear, and another small "grave Yard" situate at the southwest corner of the before described tract of land, and adjoining the Delaware and Chesapeake railroad, containing about ONE-EIGHT (1/8) of an acre of land: also TEN (10) ACRES of land off from the lower end of the farm of William Jones, devised to him by his father; the said Late Thomas Jones, near the river, which is part of "Petty's Island", being the same land conveyed to Robert Jarrell by deed of Joseph W. Gibson and Lydia Gibson, his wife, bearing date the 20th, day of February, 1884, and of record in Liber L.H.G. No. 48 folio 158, one of the Land Record Books for Caroline County, SAVE AND EXCEPT a parcel of approximately TWO (2) ACRES now belonging to the firm of Robert Jarrell & Sons heretofore sold by said Robert Jarrell, Sr. to T. Noble Jarrell, Robert Jarrell, Jr. and Robert Jarrell, Sr. co-partners, trading as Jarrell & sons, said deed being duly of record among the Land Record Books for Caroline County, Maryland, and SAVE AND EXCEPT a small building lot heretofore sold to Andrew J. Dhue, said deed being duly of record among the Land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked "Complainant's Exhibit "V".

PARCEL NO. 15- ALL that piece or parcel of land situate, lying and being in the First Election District of Caroline County, on the road from Simper's Corner to Hollingsworth's Corner, and beginning for the outlines thereof at a stone on the northwest side of a 16-foot right Of-way and at the most southerly corner of a lot of ground belonging to Joseph Ross, and from said stone running with the northeast side of said right-of-way south 33 degrees east 28 perches to a stone; thence north 47½ degrees east 42.5 perches to a stone; thence north 42½ degrees west 28 perches to a stone on a ditch bank, it being the division line between this land and the land of Joseph Ross, and from said stone running with the ditch south 47½ degrees west 37.5 perches to the aforesaid stone and place of beginning, containing SEVEN (7) ACRES of land, more or less, it being commonly called the James Henry land, being the same land conveyed to Robert Jarrell, Sr. by deed of Emma C. Wharton et al. bearing date the 21st day of October, 1927, and of record in Liber T.C.H. No. 89, folio 279, one of the Land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part thereof and marked Complainant's Exhibit "W".

Parcel No. 16- ALL that piece or parcel of land situate, lying and being in the First Election District of Caroline County and described as follows: BEGINNING for the outlines on the north side of the county road leading from Wilson's Bridge to Goldsboro, being part of the land of T. O. Culbreth, Surveyed November 13, 1882 by Samuel H. Wilson, County Surveyor for Caroline County, and contained within the following metes and bounds, courses and distances: BEGINNING in the branch opposite a small marked persimmon sapling on the south side side of the said stream and running thence south 21 degrees west 8 perches to a sassafras post by the side of the aforesaid lot: thence with said lot south 69 degrees east 9 perches to a sassafras post; thence north 21 degrees east 13 perches to a branch; thence with said branch south 87 degrees west 10 perches to the place of beginning, containing EIGHTY-SIX (86) SQUARE PERCHES of land, more or less, it being the same land mentioned and described in a deed from Elizabeth Dickerson to Robert Jarrell, Sr. bearing date the 26th day of December, 1923, and record in Liber G.A.D. NO. 86, Folio 64, one of the Land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "X".

PARCEL NO. 17- ALL that piece or parcel of land situate, lying and being in the First Election District of Caroline County and described as follows, that is to say:

In the town of Goldsboro, Caroline County, Maryland, on the west side of the county road leading from Goldsboro to Old Town Branch, and for the outlines thereof, beginning at a stone planted in the ground near the county road, said stone being a corner for this lot, and from said stone with the line of the county road 40 feet in a southerly direction to a stone, thence westward 110 feet to a stone on the lines of the Delaware & Chesapeake, Railroad, thence with the line of the said railway in a northerly direction 40 feet to a stone; thence in an easterly direction 93 feet to the place of beginning, and adjoining the lands of Robert Jarrell, Sr. on both sides of said described lot, it being the same land mentioned and described in a deed from Sarah Elizabeth Dhue and A. J. Dhue, her husband, to Robert Jarrell, Sr. bearing date the 30th day of March, 1910, and of record in Liber T.L.D. No. 73, folio 407, one of the Land Record Books for Caroline County, a Certified of which said deed is filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "Y".

PARCEL NO. 18 - ALL that lot, piece or parcel of ground situate, lying and being in the First Election District of Caroline County, Maryland, and described as follows, that is to say: All that lot, piece or parcel of ground situate in the First Election District of Caroline County and State of Maryland, on the west side of the county road leading from Greensboro to Castle Hall School House, in the village of Goldsboro, adjoining the lands and property of C. A. Kimmerer, M. M. Jones and others on the south, the lands of Charles F. Jones and the county road leading from Goldsboro to Mrs. H. A. Morris's gate on the north, by the county road leading from Greensboro to Castle Hall on the east; by the lands of Mrs. M. M. Jones on the west, containing ONE and ONE-HALF (1½) ACRES of land, more or less, it being the same land mentioned and described in a deed from Luther H. Gadd and Wife and Henry R. Lewis and wife to Robert Jarrell bearing date the 7th day of November, 1892, and of record in Liber E. C. F. No. 58, Folio 255, one of the Land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "Z".

That the said Robert Jarrell, Sr., at the time of his death, was seized and possessed, in fee simple, of an undivided one-third interest in the following described real estate:

PARCEL NO. 19- (a) ALL that lot or parcel of land on which the said Robert Jarrell's Canning House and other buildings now stand, situate, and lying and being in the First

Election District of Caroline County, Maryland, in the town of Goldsboro, and more particularly described as follows:

Beginning for the outlines of the same in the center of the County Road leading from Old Town Branch to the Delaware and Chesapeake Railroad at Goldsboro, opposite a stone planted in the ground on the west side of said road and from thence running with the said road north $8\frac{1}{2}$ degrees east 15 perches opposite a stone on the west side of the county road; thence with a right angle line to said road $81\frac{1}{2}$ degrees west $10\frac{1}{2}$ perches to the Eastern limit of the Delaware and Chesapeake Railroad, thence with the line of said railroad south 28 degrees west 15.9 perches; thence south $81\frac{1}{2}$ degrees east 15.8 perches to the place of beginning, containing ONE-and ONE-Fourth ($1\frac{1}{4}$) ACRES of land, more or less, it being the same land mentioned and described in a deed from Robert Jarrell, Sr. and wife, to T. Noble Jarrell and Robert Jarrell, Jr., bearing date the 21st day of October, 1922, and of record in Liber G. A. D. No. 85, folio 26, one of the Land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "A1".

(b) ALL that certain tract, piece or parcel of land situate, lying and being in the First Election District of Caroline County, Maryland, and more particularly described as follows:

BEGINNING at a point on the west side of the State road leading from Goldsboro, thence south 12 degrees west 124 feet to an iron pipe, a corner for this land and lands of T. Noble Jarrell; thence along the line of the said T. Noble Jarrell north 80 degrees 15 minutes west 278.5 feet to an iron pipe on the right-of-way of the Pennsylvania Railroad Company; thence with the same north 29 degrees 15 minutes east 139.2 feet to a stake; thence along the lands of Robert Jarrell, Sr., south 78 degrees 30 minutes east 237 feet to the place of beginning, containing the quantity of THIRTY-TWO THOUSAND NINE HUNDRED AND SIXTY-EIGHT (32,968) SQUARE FEET, more or less, being the same land mentioned and described in a deed from Robert Jarrell, Sr. and wife to Robert Jarrell, Jr. and T. Noble Jarrell bearing date the 24th. day of April, 1928, and of record in Liber T.C.H. No, 89, Folio 428, one of the Land Record Books for Caroline County, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "A2".

AND the said Robert Jarrell, Sr., at the time of his death, was seized and possessed, in fee simple, of an undivided one-half interest in the following described real estate:

PARCEL NO. 20- All that piece or parcel of land situate, lying and being in the First Election District of Caroline County, Maryland, and more particularly described as follows;

BEGINNING at a stake in the east side of a ditch, a corner for this land and lands of Ernest W. Downes and lands of W. E. Jones, and runs with said Downes land north $32\frac{3}{4}$ degrees west 2277 feet to a stone by a hickory, a corner for Eli Kenton land, thence with said Kenton land north $74\frac{1}{2}$ degrees east 3492 feet to a stone by an old white oak stump, thence with Collison land south $33\frac{3}{4}$ degrees east 932 feet to a stake near a peach oak marked on four sides; thence south $8\frac{1}{2}$ degrees east with Lvesh land and Pippin land 2722 feet to a stake on the west side of a pond and corner for the said W. E. Jones land; thence with said Jones land north 77 degrees 40 minutes west 3101 feet to the place of beginning, containing TWO HUNDRED AND FOURTEEN and ONE-FOURTH ($214\frac{1}{4}$) ACRES of land, more or less, it being the same land conveyed to Robert Jarrell, Sr., and Robert Jarrell Jr. by deed of Harvey L. Cooper, Attorney in Fact, bearing date the 24th, day of July, 1917, and of record in Liber L $\frac{1}{4}$ B.T. No. 79, folio 159, one of the Land Record Books for Caroline County, Maryland, a certified copy of which said deed is filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "A3".

6. That the said personal estate is entirely insufficient to discharge all the debts and owing by the said Robert Jarrell, Sr. deceased, at the time of his death, and your complainant is now advised and believes that any deficiency in the personal estate in paying the just debts due and owing by the said Robert Jarrell, Sr., at the time of his death, should be satisfied by a sale of all, or such part of the said real estate belonging to the said Robert Jarrell, Sr., deceased, at the time of his death, as may be necessary for the purpose of paying and satisfying said indebtedness.

7. That Parcel of land No. "3" above described in Paragraph No. 5 is encumbered by mortgage in the amount of TWO THOUSAND DOLLARS (\$2000.00), with some accrued interest, which said mortgage is now owned by Victoria E. Roe of Caroline County, Maryland, as will more fully appear by a certified copy of said mortgage filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "A4".

8. That Parcel of Land No. "12a" above described in Paragraph No. 5 is encumbered by mortgage in the amount of EIGHT THOUSAND DOLLARS (\$8,000.00) with some accrued interest, which said mortgage is now owned by The Sussex Trust Company, a body corporate, of Laurel, Delaware, as will more fully appear by a certified copy of said mortgage filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit "A5".

9. That all the parties to this suit are above the age of twenty-one years.

10. That all the parties to this suit reside in the State of Maryland, except C. Frances Downes and John R. Downes, her husband, who reside at Newark, Delaware, and The Sussex Trust Company, mortgagee, a body corporate, duly incorporated under the laws of the State of Delaware, with its principal place of business at Laurel, Sussex County, Delaware.

TO THE END THEREFORE,

(A) That the aforesaid real estate of the said Robert Jarrell, Sr., deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your complainant and those of the other unsatisfied creditors of said deceased,

(B) That your complainant may have such other and further relief as his case may require.

MAY IT PLEASE YOUR HONORS to grant unto your complainant the writ of subpoena directed to the said Florence Jarrell, widow, Robert Jarrell, Jr. and Sarah E. Jarrell, His wife, T. Noble Jarrell and Bessie N. Jarrell, his wife, Addie Jarrell Wright and Harry B. Wright,

her husband, Edward Jarrell and Juanita Jarrell, his wife, Mary T. Rowe, widow, and Victoria E. Roe, mortgagee, all of whom reside in Caroline County, State of Maryland; and Order of Publication directed to the said C. Frances Downes and John R. Downes, her husband, who reside in Newark, State of Delaware, and to The Sussex Trust Company, a body corporate, of Laurel, County, Delaware, mortgagee, commanding them and each of them to be and appear in person, or by solicitor, in this Court on or before some certain day to be named therein, to answer the premises, and show cause, is any they have, why a decree ought not to be passes as prayed.

And is in duty bound, etc.

T. ALAN GOLDSBOROUGH

WESLEY E. THAWLEY
Solicitors for Complainant.

STATE OF MARYLAND? CAROLINE COUNTY, TO WIT:-

I HEREBY CERTIFY, that the foregoing is truly and faithfully taken and copied from the original Bill of Complaint filed in the foregoing entitled cause, this First day of February, A.D., 1932.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Caroline County, affix this 14th. day of June, A. D., 1932.

SEAL'S

PLACE.

T. Clayton Horsey
CLERK OF THE CIRCUIT COURT FOR CAROLINE COUNTY.

CERTIFIED COPY OF REPORT OF SALE, ORDER NISI, and FINAL ORDER OF RATIFICATION.

SHOULD HAVE BEEN RECORDED ON PAGE 483-WHERE CERTIFIED COPY OF DOCKET ENTRIES AND DOCKET ENTRIES RECORDED HERE.

J. FRANK LANE	:	IN THE CIRCUIT COURT
VS.	:	FOR CAROLINE COUNTY
FLORENCE JARRELL, ET AL	:	IN EQUITY, NO. 2983 CHY.
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sales of T. Alan Goldsborough, J. Owen Knotts and Wesley E. Thawley, Trustees, respectfully shows:

First: That by a decree of this Honorable Court passed on the 18th. day of April, 1932, they appointed Trustee to make sale of property mentioned and described in the above entitled proceedings.

Second: That your Trustees, after giving bond in penalty and with surety approved by the Clerk of the Circuit Court, and after having given more than three weeks' previous notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer, a newspaper printed and published in Queen Anne's County, and in the Caroline Sun, a newspaper printed and published in Caroline County, (as will appear by printers' certificates of said advertisements herewith filed and prayed to be taken as a part of this report, marked Exhibit A and Exhibit B); did in pursuance of said advertisements, attend at public sale in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, July 12th. 1932, between the hours of two and four o'clock P. M., and did then and there offer and expose all the right, title, interest and estate, of all the parties to the aforesaid cause, of, in and to the following described real estate, to the highest bidders, as follows:

Your Trustees did then and there first offer and expose at public sale as aforesaid the following described property:

PARCEL NO. 1.- All those two tracts or parcels of land situate, lying and being in Queen Anne's County, Maryland, and described as follows:

(a) All that farm or tract of land situate in the Sixth Election District of Queen Anne's County, Maryland, on both sides of the public road leading from Ruthsburg to Bridgetown, and adjoining the lands of Charles M. West, Eldridge Downes, Thomas H. Robinson, Stephen R. Downes, J. L. Coursey, P. T. Potts, Joseph Larriomore, and the Sparks or Evans farm and is contained within the following metes and bounds, courses and distances, to wit: Beginning in the middle of middle of the aforesaid public road leading from Ruthsburg to Bridgetown opposite a stone between this farm and the farm of the said Thomas H. Robinson, and running with the land of Thomas H. Robinson north 20 degrees and 15 minutes west, 220.2 perches to a stake which is two perches from a stone which is at the corner of the fence, thence north 67 degrees east 48.2 perches to a stone on the east side of the public road and being a boundry for the Fannie C. Downes and the Amandus Cale Farm, thence with the east side of the public road north 18 degrees 30 minutes west 16 perches to a bend in the fence, thence north 7 degrees 45 minutes west 10 perches to a point opposite a stone, said stone being on the west side of the public road and being a corner stone for this farm and the C. H. J. Sparks or Evans farm, thence with the Evans farm north 77 degrees, 45 minutes west 72.4 perches to a stake and stone, thence north 63 degrees, 30 minutes west, 29 perches to a marked red oak tree, said tree being a corner for the Stephen R. Downes woodlot, thence with the line of said woodlot south, 21 degrees 30 minutes west, 28.6 perches to a fence post, a corner for the S. R. Downes lot, thence north 58 degrees 30 minutes west 84.5 perches to a stake, a corner for S. R. Downes and the Evans Farm; thence with the Evans farm south 14 degrees, 45 minutes west 26.6 perches to a stake, a corner for the Evans farm and the Teat lot, thence with the Teat lot south 37 degrees 45 minutes west, 88 perches to a stone, a corner for the Teat lot; thence south 43 degrees 45 minutes east, 38.5 perches to a stake along the P. T. Potts line, thence north 46 degrees, 15 minutes east 1.5 perches to a white oak tree, a corner for the P. T. Potts farm, thence south 44 degrees 30 minutes east, 91.25 perches to a post, thence south 1

degree 30 minutes west; 25 perches to the corner of Joseph Larriomore, thence south 23 degrees, 30 minutes east, 38 perches, thence south 29 degrees 43 minutes east 89.2 perches to middle of the public road from Ruthsburg to Bridgetown, and opposite a stone along the edge of road, thence with the middle of said road south 82 degrees west 43 perches to corner for C. M. West, thence with the West line south 45 degrees east 65 perches to C. M. West's fence, thence with said fence north 47 degrees east, 15.4 perches thence south 87 degrees, 45 minutes east, 109 perches to Eldridge Downes land, thence with said land north 20 degrees 30 minutes west, 69.4 perches to the middle of the aforesaid public road, thence with said middle of the road north 72 degrees east 29.8 perches to the place of beginning, containing 351.914 Acres of Land. It being the same land mentioned and described in a deed from T. Alan Goldsborough, Trustee, to Robert Jarrell, Sr., bearing date the 3rd day of January, 1911, and recorded in Liber S.S. No. 9, Folio 270, a Land Record Book for Queen Anne's County, Maryland, SAVE AND EXCEPT a parcel of land containing forty-seven and six-tenths (47.6) acres, heretofore said to be sold by the said Robert Jarrell, Sr., to C. M. West, said deed being duly recorded among the Land Records for Queen Anne's County, Maryland.

(b) All that part of a tract of land, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland and described as follows: BEGINNING at a corner for the lands of Philip T. Potts, Robert Jarrell and Joseph Larriomore and runs with the said Robert Jarrell's land north one and one-half degrees east, twenty-five perches to a stone, corner for the lands of said Robert Jarrell and P. T. Potts, thence still with the lands of the said Robert Jarrell, north forty-four and one-half degrees west ninety-one and one-fourth perches to a stone; thence with straight line to the place of beginning, same being south thirty-three and one-half degrees east, one hundred and eleven perches, containing Four and One-half Acres of land, more or less. It being the same land mentioned and described in a deed from Philip T. Potts, widower, to Robert Jarrell, Sr., bearing date the 23rd day of May, 1913, and recorded in Liber W. F. W. 3, Vol. 345, A Land Record Book for Queen Anne's County, Maryland; and did then and there sell the same to Benjamin Cahall at and for the price and sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), he being the highest bidder therefor.

Your Trustees did then and there next offer and expose at public sale as aforesaid the following described property;

PARCEL NO. 4.- All that tract or land or farm known as The Schuyler Farm situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Ingleside to Bridgetown, adjoining the farm of William C. Smith's known as the Level Square Farm and designated as Farm No. 2 in the Trustee's report of sale, filed in the case of Charles R. Walls, Plaintiff, Vs. Mary C. Walls and others, defendants, in the Circuit Court for Queen Anne's County in equity and containing Two Hundred Seventy-five Acres (275), Three (3) Roods and One (1) Perch of land more or less, being the same land mentioned and described in a deed from Estelle Walls and M. Florence Walls, single women, to Robert Jarrell, Sr., bearing date the 7th day of January, 1915, and recorded in Liber W. T. W. No. 6, Folio 436, a Land Record Book for Queen Anne's County, Maryland; and did then and there sell the same to Charles L. Brown at for the price and sum of Fifteen Dollars (\$15.00) per acre, said purchase price aggregating \$4136.25, he being the highest bidder therefor.

Your Trustees did then and there next offer and expose at public sale as aforesaid the following described property:

PARCEL NO. 3.- ALL those certain pieces or parcels of land situate and being in the upper part of Queen Anne's County, State of Maryland, called and known by the "Eden Kelley" and "Goshen" or by whatsoever name or names the same may be called or known and contained within the following metes and bounds, courses and distances, to wit: Beginning on the southwest corner of said lands in the public road leading from Beaver Dam to Templeville and running thence north 13 degrees 15 minutes, west 180 perches, south 88 degrees west 20 perches, north 25 degrees west 101 perches, north 88 degrees east 131½ perches, north 6 degrees 30 minutes east 36 perches to a ditch, then with said ditch south 46 degrees east 15 6-10 perches, south 61 degrees east 22 perches to the "Big Ditch", then south 74 degrees 30 minutes east 26 3-4 perches, then south 83 degrees east 30 perches, north 80 degrees 30 minutes east 176 perches, south 8 degrees 45 minutes west 47 4-10 perches, south 57 degrees west 90 perches, south 2 degrees 30 minutes west 98 perches, south 39 degrees east 7 perches, south 48 degrees 30 minutes west 98 perches, south 39 degrees east 7 perches, south 48 degrees 30 minutes west 74 perches, south 63 degrees west 22 perches, south 54 degrees west 64 perches, north 87 degrees 30 minutes west 54 perches, south 77 degrees 30 minutes west 38 perches to the place of beginning, containing Four Hundred and Thirty-eight (438) Acres, Two (2) Roods and Fifteen (15) Perches of land, more or less; also all that woodlot lying and being in said County near Church Hill called "Oakley", containing Nine (9) Acres, more or less; all of which lands and premises are described in a deed from Louisa Cooper and William L. Cooper, her husband, to Robert Jarrell, bearing date the 26th day of January, 1889, and dult, recorded in Liber W. D. No. 2, folios 457 and 458, one of the Land Record Books for Queen Anne's County, Maryland; and the highest bid that your Trustees received then and there for said parcel was Three Dollars and Fifty Cents (\$3.50) per acre, and your trustees believing the said bid to be insufficient and inadequate for the sale of said farm, withdrew said parcel from said public sale without making any sale of the same.

Your Trustees did then and there next offer and expose at public sale as aforesaid the following described property:

PARCEL NO. 2.- ALL those two tracts or parcels of land situate, lying and being partly in Queen Anne's and partly in Caroline County, State of Maryland and described as follows, to wit:

(a) Consisting of all those two parts or tracts of land lying and being partly in Caroline County and Partly in Queen Anne's County and which will be found to be within the following metes and bounds, namely; Beginning for the outline thereof at center where the County road leading from Ingleside to Templeville, crosses the road leading from Greensboro to Millington, known by the name of Keen's Cross road, at which place there is a stone planted in the ground more definitely to make the place and from said stone runs with the County road leading to Templeville north seventy

degrees, east thirty perches, thence north fifty-nine degrees east fifty perches, then north forty-three degrees, east forty-two perches, then north twenty degrees and fifteen minutes east thirty-four perches to the corner of Alexander S. Godwin's fence then running with said fence south forty-six degrees, east thirty-six perches, thence south thirty degrees, east ten perches until it intersects the fifth, which is expressed in a deed given by Richard Keene to Charles Goldsborough for the same land, then with said line south 83 degrees east one hundred and five perches to the part sold to Marcellus Keene, at which place there is a post in the ground, thence north eight degrees, east one hundred and fifteen perches to a stone at the corner of what is called the Harden lot near the Maine road, thence north eighty-two degrees west one hundred and sixty-four perches to a large stone, the first boundry of said tract, thence south fourteen degrees west sixty-six perches to a small red oak tree at the end of the same line of Spry's deed for a part of Mangy Pocky thence with the same reversed north seventy degrees west one hundred and twenty-three perches to the end of the first line of Spry's deed, then with the same reversed north one hundred and six perches to a stone planted in the ground and at the end of three hundred and seventy perches on the second line of Edenborough, being also the beginning of said Spry's deed for part of Mangy Pocky and from thence runs with the said second line of Edenborough north eighty-seven degrees west twenty-six perches to a stone planted in the ground in a swamp at the end of the said second line of Edenborough, then with the second line of the same south twelve degrees west ninety perches to the fourth line of Goshen, thence with the same south thirty-eight degrees west thirty-one perches to the end of the first line of deed of Samuel Keene to Richard Keene, for part of said tract called Goshen, then with the first line of said deed reversed south forty-five degrees west fifty-one perches to a piece of mill stone planted in the ground close on the south side of the County road leading from Greensboro to Millington, thence with said road south twenty-eight degrees fifteen minutes east fifty-four and one-half perches, thence south forty degrees east twenty perches, then south fifty-three degrees east seventy-four perches, south eighteen degrees thirty minutes east forty-seven perches home to the first beginning, containing Two Hundred and Seventy One and One-half Acres of land, be the same more or less.

(b) Being all that lot or parcel of land on the north side of a piece of new road recently constructed for the purpose of straightening said road which leads from Keene cross road to Templeville, said line to commence where the said new road crosses the old road at or near the long marsh ditch on said road running with the said new road in an easterly direction until it strikes the old County road, at or near a small bridge in the woods, then running in a westerly direction with the lines of the said William H. Faulkner and Mary T. Gray until it intersects the lot or parcel of land which the said Mary T. Gray and Mathew H. Gray, her husband, conveyed to William H. Faulkner, the said piece of land includes all the lands both arable and timber that belonged to the said William H. Faulkner which lies on the north side of the piece of new road, it being the same land conveyed by William H. Faulkner and wife, to the said Mary T. Gray, by deed dated June the sixteenth, eighteen hundred and eighty-two and recorded in Liber S.C.D. No. 7, Folio , one of the Land Record Books for Queen Anne's County, save and except that part of said land conveyed by the said Mary T. Gray to Henry M. Robinson by deed dated April 1st, nineteen hundred and nine and recorded in Liber T.L.D. No. 72, Folio 539, one of the Land Record Books for Caroline County, containing Thirteen Acres of Land, more or less. Both of the above lots being the same land mentioned and described in a deed from Mary T. Gray, widow, to Robert Jarrell, Sr., bearing date the 29th day of August, 1910 and recorded in Liber S.S. No. 8, Folio 351, etc., a Land Record Book for Queen Anne's County; and the highest bid that your Trustees received then and there for said parcel was Five Dollars (\$5.00) per acre, and your Trustees believing the said bid to be insufficient and inadequate for the sale of said farm, withdrew said parcel from said public sale without making any sale of the same.

Your Trustees further report that since parcels 2 and 3 were withdrawn from the aforesaid public sale held in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, July 12th, 1932, because of the inadequacy and insufficiency of the bids received therefor, your Trustees have received an offer in writing from Joshua W. Derrickson to purchase at private sale the aforesaid parcels 2 and 3 at and for the aggregate price and sum of Four Thousand Dollars (\$4000.00) and the said Joshua W. Derrickson has deposited with your Trustees the sum of One Thousand Dollars (\$1000.00) and has agreed to pay the balance of said purchase price upon the final ratification of said sale of said property to him by your Honorable Court, and your Trustees further beg to report that they have made diligent inquiry and investigation as to the present value of parcels 2 and 3 and believe that it is the highest and best price that can be obtained for the same and, therefore, believe that it is to the benefit and advantage of all parties interested that said parcels 2 and 3 be sold to the said Joshua W. Derrickson at and for the aforesaid aggregate purchase price of Four Thousand Dollars (\$4000.00).

THIRD: Your Trustees further report that the aggregate amount of the sales is \$20,636.25.

Respectfully submitted.

T. Alan Goldsborough

J Owen Knotts

Wesley E. Thawley

Trustees.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of August, 1932, before me, the subscriber, the Clerk of the Circuit Court for Caroline County, personally appeared T. Alan Goldsborough, J. Owen Knotts and Wesley E. Thawley Trustees, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sales are true to the best of their knowledge and belief, and that the sales therein reported were fairly made.

T. Clayton Horsey,
Clerk of the Circuit Court for Caroline County.

ORDER NISI

J. FRANK LANE : IN THE CIRCUIT COURT
VS. : FOR CAROLINE COUNTY
FLORENCE JARRELL, ET AL : IN EQUITY NO. 2983 CHY.

ORDERED THIS 12th day of August, nineteen hundred and thirty-two, that the sales of the property mentioned in these proceedings, made and reported by T. Alan Goldsborough, J. Owen Knotts, and Wesley E. Thawley, Trustees, be ratified and confirmed unless cause to the contrary be shown on or before the 20th day of October next, provided a copy of this order be inserted in some newspaper printed and published in Caroline County once in each of four successive weeks before the 12th day of September, next; and provided that a copy of this order be inserted in some newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 19th day of September, next.

The Report states the amount of sales to be \$ 20,636.25.

T. Clayton Horsey, Clerk.

FINAL ORDER OF RATIFICATION

ORDERED this 3rd day of November, 1932, by the Circuit Court for Caroline County in Equity; that the sale of the property mentioned in these proceedings of J. Frank Lane versus Florence Jarrell, et al, made and reported by T. Alan Goldsborough, J. Owen Knotts and Wesley E. Thawley, Trustees, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due public notice appears to have been given as required by previous order of this Court, and the Trustees are allowed all expenses, not personal, for which they shall produce vouchers to the auditor, and the usual commissions for making such sale.

Lewin W. Wickes

STATE OF MARYLAND, CAROLINE COUNTY? TO WIT:

I HEREBY CERTIFY that the foregoing is truly and faithfully taken and copied from the Original Report of Sale, Order Nisi, and Final Order of Ratification, as the same appears of Record.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Caroline County, affix this 15th. day of December, A. D., 1932.

T. Clayton Horsey
CLERK OF THE CIRCUIT COURT FOR CAROLINE COUNTY.

CERTIFIED COPY OF DOCKET ENTRIES.

T.A.G. : 1932, Feby. 1" Bill of Complaint praying
W.E.T. : J. FRANK LANE : real estate of Robert Jarrell, deceased, be
: : sold for payment of claims of Complainant, and
: : other unsatisfied creditors, etc., with
: : Exhibits "A", "B", "C", "D", "E", "F", "G"
: : "H", "I", "J", "K", "L", "M", "N", "O", "P",
: : "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z",
: : "A1", "A2", "A3", "A4", & "A5", thereto fd.
: : Order of Publication passed as prayed & fd.,
: : "to lie in office per order of Pltffs. Atty.
: : Subpas. iss'd. as prayed, endorsed: " To lie
: : in Office" & fd. 1932, Feby, 25" Answer of
: : Florence Jarrell Mary T. Rowe, Robert Jarrell,
: : Jr., Sarah E. Jarrell, T. Noble Jarrell, Bessie
: : N. Jarrell, Addie Jarrell Wright, Harry B.
: : Wright, Edward Jarrell, Juanita Jarrell, and
: : Victoria E. Roe, Mortgagee filed.
: : 1932, Feby. 25" Answer of Frances Downes and
: : John R. Downes, fd.
: : 1932, Feby. 25" Answer of The Sussex Trust
: : Company, Mortgagee filed.
: : 1932, Feby. 25" Answer of Robert Jarrell, Jr.
: : and T. Noble Jarrell, Administrators filed.
: : 1932, Feby. 25" Answer of T. Alan Goldsborough
: : and Wesley E. Thawley, Administrators D.B.N. fd.
: : 1932, Mar, 15" Examiners Return of Testimony
: : filed.
: : 1932, Mar. 26" Petition of the Caroline County
: : Bank, Clinton B. Jarman and Medford L. Price,
: : Trustee, to have a representative appointed
: : and recommending J. Owen Knotts as such Trustee
: : filed.
: : 1932, Apr.2" Petition of George W. Page, Rec'r.
: : to have a representative among Trustees, etc.,fd.
: : 1932, Apr.2" Petition of Wm. T.D. Raughley
: : Exec'r. to have a representative among
: : Trustees, etc., fd.
: : 1932, Apr. 16" Additional Answer of Victoria
: : E. Roe, Mortgagee, fd.
: : 1932, Apr. 16" Additional Answer of the Sussex
: : Trust Company, Mortgagee filed.
: : 1932, Apr. 19" Decree appointing T. Alan
: : Goldsborough, Wesley E. Thawley and J. Owen
: : Knotts, Trustees upon filing a bond \$75,000. sur-
: : ety or \$150,000 Personal, etc; filed. 1932, June
: : 15" Order of Sale, etc. filed.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing is truly and faithfully taken and copied from the entries in the above entitled proceedings as the same appear of record on the 15th day of June, A.D. 1932.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Caroline County, affix this 15th day of June A. D. 1932.

SEAL'S

PLACE.

T. Clayton Horsey

CLERK OF THE CIRCUIT COURT FOR CAROLINE COUNTY.

CERTIFIED COPY OF DECREE

J. FRANK LANE	:	IN THE CIRCUIT COURT
VS.	:	FOR CAROLINE COUNTY
FLORENCE JARRELL, et al	:	IN EQUITY NO 2983.

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

It is thereupon this 18th day of April, in the year nineteen hundred and Thirty-Two, by the Circuit Court for Caroline County, in Equity, and by the authority thereof ADJUDGED, ORDERED AND DECREED: That the property mentioned in the proceedings be sold, that T. Alan Goldsborough, Wesley E. Thawley and J. Owen Knotts be and they 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 Seventy-five Thousand Dollars, if a surety bond, and in the penalty of One Hundred and Fifty Thousand Dollars if a personal bond, 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 some newspaper or newspapers published in Caroline County for the property located in Caroline County and at least three weeks notice by advertisement inserted in some newspaper or newspapers published in Queen Anne's County for the property situated in Queen Anne's County, and such other notice as they shall think proper, of the time, place, manner, and terms of sale, which shall be one-third cash on day of sale, one-third in six months and the balance in twelve months, or all cash on day of sale at the option of the purchaser. Title papers at expense of purchaser and deferred payments if any to bear interest from day of sale, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of 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 purchasers his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claims of the parties hereto, plaintiff 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; And it is further ordered that said lands be sold free and clear of the mortgages of Victoria E. Roe and the Sussex Co., said mortgagees having consented thereto, and that the rights of said mortgagees be protected in the distribution of the proceeds of the sales of said lands.

LEWIN W. WICKES

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY that the foregoing was truly and faithfully taken and copied from Original Decree filed in the case of J. Frank Lane, versus Florence Jarrell, et al, No 2983 Chancery,

SEAL'S

PLACE.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Caroline County affix this 14th day of June, A.D. 1932.

T Clayton Horsey

CLERK OF THE CIRCUIT COURT FOR CAROLINE COUNTY.













Cause No. 3003.

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

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

Madison Brown, Assignee,

vs.

James F. Cooper and
Margaret Cooper, his wife.

Cause No.

To B. H. Turner, Clerk;

Docket suit in accordance with the above titling. File in the papers thereof a certified copy of the mortgage from James F. Cooper and Margaret Cooper, his wife, to R. Groome Parks dated August 21, 1920 and recorded in Liber J. F. R. #5, folio 211, a record book of your office, and of the assignments thereof. File also therein the accompanying bond.

MADISON BROWN
Attorney for Plaintiff.

CERTIFIED COPY OF BOND
Filed June 19, 1934.

Queen Anne's County, to wit: Be it remembered that on the nineteenth day of June, in the year 1934, the following Bond was filed for record, to wit:

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

KNOW ALL BY THESE PRESENTS, that we, Madison Brown of Queen Anne's County, State of Maryland, as principal, and James P. Brown, of the same place, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of five hundred dollars to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly by these presents. SEALED with our seals and dated the fourteenth day of June in the year nineteen hundred and thirty four.

WHEREAS by a mortgage bearing date August 21, 1920, and recorded in Liber J. F. R. No. 5, a land record book of Queen Anne's County aforesaid, on folio 211, made to secure the payment of the debt therein specified, certain land in said mortgage described was conveyed by James F. Cooper and Margaret Cooper, his wife to R. Groome Parks, whose executor (Herbert E. Perkins) after his death assigned said mortgage unto Charles B. Chance & Co. who assigned the same to The Church Hill Bank of Maryland, who assigned the same unto Madison Brown, attorney for collection and foreclosure.

WHEREAS the said Madison Brown as said assignee is about to sell the land mentioned under the power and authority conferred upon him by said mortgage because default has occurred and exists in the covenants of said mortgage by reason of the non-payment of the mortgage debt and non-payment of taxes levied on the said land which the mortgagor agreed to pay.

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 mortgage and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property, or the proceeds thereof then the above obligation to be void; otherwise to remain in full force and virtue in law.

Signed, sealed and
delivered in the
presence of:

Frances Butler
Nelson J. Brown

Madison Brown. XSEALX

James P. Brown. XSEALX

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed June 19th. 1934.

B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 273, 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 June, in the year 1934.

Seal's Place.

B. HACKETT TURNER Clerk

CERTIFIED COPY OF BOND
Filed June 19, 1934.

.....
#7979. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fourth day of August, in the year nineteen hundred and twenty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 21st. day of August, in the year nineteen hundred and twenty, by and between James F. Cooper and Margaret Cooper, his wife, mortgagors, of Queen Anne's County, State of Maryland, of the one part, and R. Groome Parks of Kent County, State of Maryland, mortgagee, of the other part,

WHEREAS, the said mortgagors are justly indebted unto said mortgagee in the full sum of two hundred and fifty three and 70/100 dollars (being money loaned and advanced by said mortgagee to said mortgagor) for which said sum and the interest thereon the said Mortgagors have assed to said mortgagee, their promissory notes all bearing even date herewith; one of them for said principal sum of two hundred and fifty three and 70/100 dollars payable two years after date; with interest from date at with interest @ 6%, payable semi-annually. And whereas, this mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times limited in aforesaid promissory note and the performance of all the covenants hereinafter mentioned- the execution hereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One dollar, the said James F. Cooper and Margaret Cooper, his wife, do grant unto the said R. Groome Parks in fee simple, all that pieces or parcels of ground situate, lying and being in 2nd. Election District of Queen Anne's County, State of Maryland aforesaid, and described as follows, to wit:- Beginning for Lot number 1:-All that certain lot of land situated in the second election district of Queen Anne's County, State of Maryland lying on the main public road leading from Millington to Church Hill and adjoining lands of Thomas Hill and others, commencing in the said main public road at the southwest corner of Hill's land and running thence along and with his line, north seven and three quarter degrees, west, sixty six and six tenths perches, thence with his second line, south eighty five and a half degrees, west nine and three tenths perches, thence south seven and three quarter degrees east, seventy two and half perches, thence along and with the public road north fifty and half degrees east ten and eight tenth perches to the place of beginning, containing four acres of land, more or less.

Beginning for Lot number 2:-All that lot of land beginning at the corner of Mrs. James P. Ringol's lot on the public road leading from Millington to Church Hill and running with said road to the corner of Thomas Cooper's lot south ten degrees east, seventy eight perches, north seventy three degrees, and thirty minutes east, eleven and five tenth perches north ten degrees west eighty two perches, south fifty two degrees west thirteen perches, to the place of beginning and containing five acres of land, more or less. For title see Liber S. S. Folio 5, Liber J. W. No. 11, folio 500, Land Record Books for Queen Anne's Co., Md.

TOGETHER with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. To have and to hold the aforesaid lots or parcels of ground and premise, unto and to the proper use and benefit of R. Groome Parks his heirs and assigns forever, Provided, that if the said James F. Cooper and Margaret Cooper, their heirs, executors, administrators or assigns, shall pay each of said notes at the times and in the manner limited in each of them respectively, including five per cent commission for collecting any of said notes which may not be paid at maturity, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is agreed that, until default be made in the premises, the said James F. Cooper and Margaret Cooper, his wife, shall possess the aforesaid property upon paying in the meantime, all insurance premiums, taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which insurance premiums, taxes, assessments, public dues, charges, mortgage debt and interest due, the said James F. Cooper and Margaret Cooper, his wife, for themselves and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt

shall be deemed due and demandable; and these presents are hereby declared to be made in trust, and the said R. Groome Parks or Chestertown, Maryland, his attorney or agent, is hereby authorized or empowered at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest, and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which said sale may be at public auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees and the actual cost of such bond as may be secured by the party or parties making the sale in some approved Surety Company, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee, personal representatives and assigns under this mortgage whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same. But in case said mortgage debt, interest and costs are paid after default (and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by anyone entitled to pay the same, or said sale is withdrawn at the request of said mortgagor or any of them, then the said James F. Cooper and Margaret Cooper, his wife, Mortgagors for themselves and for their heirs, personal representatives and assigns, do hereby further covenant to and with the said mortgagee, his heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers herein before granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sale of property by virtue of a decree of the Court having equity jurisdiction in the State of Maryland, together with all costs incurred including a counsel or attorney's fee of thirty dollars. And the said mortgagors for themselves, and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least their full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to insure to the benefit of the said R. Groome Parks or his assigns to the extent of his lien or calim hereunder. And the said mortgagors for themselves and for their heirs, executors, administrators and assigns, do further covenant to pay unto the said mortgagee or his personal representatives or assigns, hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said mortgagee, or his personal representatives or assigns hereunder. And the said Mortgagors do further covenant that that will neither do, nor suffer to be done, pending the existence of this mortgage, any act or thing whereby the said premises and land may be depreciated or lessened in value.

Witness hands and seals.

James F. Cooper (SEAL)

Test: Eben F. Perkins

Margaret Cooper (SEAL)

State of Maryland, Kent County, to wit:-

I hereby certify that on this 21st. day of August, in the year nineteen hundred and twenty, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared James F. Cooper and Margaret Cooper, his wife, and they acknowledged the foregoing mortgage to be their act.

Notary
Public
Seal.

Eben F. Perkins
Notary Public.

State of Maryland, Kent County, to wit:-

I hereby certify that on this 21st. day of August, in the year nineteen hundred and twenty, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared R. Groome Parks and made in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

Notary
Public
Seal.

Eben F. Perkins
Notary Public.

Queen Annes County, to wit: Be it remembered that on the twenty second day of August in the year 1921 the following assignment was brought was brought to be recorded, to wit:

For value received I hereby assign the within and afore-
going mortgage to Charles B. Chance & Co.

As witness my hand and seal this 18th day of August 1921.

Witness: Mary Anderson

Herbert E. Perkins (SEAL)
Executor.

Queen Anne's County, to wit: Be it remembered that on the fifth day of January, in
the year nineteen hundred and twenty six, the following assignment was brought to
be recorded, to wit:

For value received we hereby assign and transfer the with-
ing and foregoing mortgage unto the Church Hill Bank of Maryland, a body corporate,
the amount due thereon being the sum of One hundred and ninety five dollars and nine-
ty five cents (\$195.95) as will appear from the signature of the mortgagor signed
hereto to evidence the amount due by said mortgage as will appear by the note now
outstanding representing the indebtedness.

Witness our hands and seals this twenty third day of
December, in the year nineteen hundred and twenty five.

Witness: Carrie D. Smith

Charles B. Chance & Co.
Per Chas. B. Chance
James F. Cooper

Witness: Carrie D. Smith

Queen Anne's County, to wit: Be it remembered that on the 19th day of June, 1934,
the following Assignment was brought to be recorded, to wit:

For value received, The Church Hill Bank of Maryland does
hereby assign and transfer the within and foregoing mortgage unto Madison Brown,
attorney, for collection & foreclosure. The amount due by this mortgage is the sum
of \$195.95, with interest from June 23, 1931. In witness whereof, The said The
Church Hill Bank of Maryland has caused its name to be hereunto assigned by James
P. Brown, its President and its corporate seal to be hereunto affixed by Nelson J.
Brown, its cashier this 8th day of June, nineteen hundred and thirty four.

The Church Hill Bank of Maryland

Nelson J. Brown Cashier

by James P. Brown, its President.

Seal's
Place.

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

I hereby certify that the foregoing is truly taken and
copied from Liber J. F. R. No. 5, folios 211, etc., a Land Record Book for Queen
Anne's County aforesaid.

In testimony whereof I hereunto subscribe my name and af-
fix the seal of the Circuit Court for Queen Anne's County
this nineteenth day of June, in the year nineteen hundred
and thirty four.

Seal's
Place.

B. HACKETT TURNER CLERK

REPORT OF SALE
Filed July 28, 1934.

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

Madison Brown, assignee,

vs.

James F. Cooper,
Margaret Cooper, his wife.

(
)
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Cause No. 3003.

To the Honorable, the Judges of said Court:-

The report of Madison Brown, the plaintiff above mentioned who hereinafter refers
to himself as vendor, unto Your Honors respectfully sets forth:

That by a mortgage dated August 21, 1920 and duly recorded among the land record books of said county in Liber J. F. R. No. 5, on folio 211 made to secure the payment of \$253.70 at expiration of two years from date mentioned with interest the defendants above named conveyed certain land hereinafter described as the land sold unto one R. Groome Parks whose executor, Herbert E. Perkins, assigned said mortgage unto Charles B. Chance & Co., who assigned the same unto The Church Hill Bank of Maryland and said Bank assigned the same unto this vendor for purpose of foreclosure. A certified copy of said mortgage and of the assignments thereof has been filed in this cause.

That prior to more than twenty days previous to the day of sale hereinafter mentioned the mortgagors made default in their covenants contained in said mortgage by non-payment of the principal debt of said mortgage and of certain interest thereon and by non-payment of certain taxes levied upon the mortgaged property.

That prior to the day of sale hereinafter mentioned this vendor filed with the Clerk of this Court his bond to the State of Maryland required by law as a condition precedent to the exercise by the vendor of the power of sale conferred upon him as said assignee by said mortgage.

That this vendor gave notice by advertisement in The Centreville Observer, a newspaper published weekly in said county, of the time, place, manner and terms of the sale hereinafter mentioned and this advertisement appeared in that edition of said paper which was issued June 17, 1934 so that more than twenty days previous notice to said sale had been given and this advertisement was continued in said paper each successive week after the first advertisement until the day of sale. A copy of said advertisement with certificate of publication attached is filed herewith as part hereof.

That pursuant to said notice of sale this vendor did attend in front of the store property of Samuel H. Sparks located on the Stone Road from Dudley's Corner to Crumpton on Saturday, June 30, 1934, between 3 and 4 o'clock, P. M. and at that place at the hour of 4 o'clock, P. M. he proceeded to sell the mortgaged property in the following manner:

The vendor first read to the persons assembled the notice of sale and then and there offered the mortgaged property through the medium of H. Scott Starkey as auctioneer to the highest bidder and then this vendor in execution of the power of sale mentioned sold the mortgaged property unto The Church Hill Bank of Maryland then and there the highest bidder therefor at and for the sum of one hundred and forty dollars.

That the property sold consists of all the property described in said mortgage which as the advertisement of sale states is now known as "The James F. Cooper Property".

Which is respectfully submitted.

MADISON BROWN,
Assignee - Vendor.

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

I hereby certify that on this twenty seventh day of July in the year nineteen hundred and thirty four before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, assignee and vendor, above mentioned, and he did make oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein stated and that the sale therein mentioned was fairly made.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

Notary
Public
Seal.

FRANCES BUTLER
NOTARY PUBLIC.

Filed July 28, 1934.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 28, 1934.

MORTGAGE SALE
OF
HOUSE & LOT
In Pondtown

Default having occurred in the covenants of the Mortgage given by James F. Cooper and Margaret Cooper his wife, to R. Groome Parks dated August 12, 1920 and recorded in Liber J. F. R. No. 5, folio 211 the undersigned as assignee of said mortgage will sell in front of the store property of Samuel Sparks located on the stone road leading from Dudley's Corner to Crumpton, on SATURDAY, JUNE 30th, 1934 between 3 and 4 o'clock, P. M. all that property known as "The James F. Cooper Property" located in the Seventh District of Queen Annes County on both sides of the public road leading from Church Hill by the Robert Orem Farm to the store of Mr. Sparks mentioned above.

CONTAINING NINE 99) ACRES OF LAND MORE OR LESS.

This land adjoins that of Thomas Cooper and that of Perry Cooper and is fully described in the mortgage and is improved by a two story frame dwelling house now occupied by George Tiller and family.

TERMS OF SALE-One-third of the purchase money to be paid in sixty (60) days from day of sale, one-third in six months and one-third in twelve months from day of sale, each payment to bear interest from day of sale and to be secured by the notes of the purchaser to be given on the day of sale and to contain surety to meet the approval of undersigned, or all cash on day of sale. Further particulars will be made known on the day of sale.

MADISON BROWN, Assignee.

THE CENTREVILLE OBSERVER

Centreville, Md., June 29 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of Madison Brown, Assn., vs. James F. Cooper and Margaret Cooper, 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 7th day of June, 1934, being more than twenty days before the 30th day of June 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed July 28th, 1934.

By BERTHA G. DURNEY

N I S I

Madison Brown, Assignee

VS.

James F. Cooper
Margaret Cooper, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 3003.

ORDERED, This 28th day of July A. D., 1934, that the sale of the real estate made and reported in this cause by Madison Brown, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of September next.

The Report states the amount of sales to be \$140.00.

Filed July 28th, 1934.

B. HACKETT TURNER Clerk.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Nov. 7, 1934.

N I S I

Madison Brown, Assignee
VS.

James F. Cooper
Margaret Cooper, his wife

In The Circuit Court For Queen Anne's County In Equity

Chancery No. 3003

ORDERED, This 28th day of July A. D., 1934 that the sale of the real estate made and reported in this cause by Madison Brown, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Annes Couty, Maryland, once in each of four successive weeks before the 4th day of September, next.

The Report states the amount of sales to be \$140.00.

B. HACKETT TURNER, Clerk.

True Copy-
Test: B. HACKETT TURNER, Clerk
Filed July 28th, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md. November 7, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Madison Brown, Assn. vs. James F. Cooper, Margaret Cooper, 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 2d day of August, 1934, being more than four weeks before the 4th day of September 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Nov. 7, 1934.

STATEMENT OF MORTGAGE DEBT
Filed Nov. 9, 1934.

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

Madison Brown, assignee,

vs.

James F. Cooper,
Margaret Cooper, his wife.

(
)
(
)
(
)

Cause No. 3003.

STATEMENT OF THE MORTGAGE DEBT IN THE BOVE MATTER.

James F. Cooper, Margaret Cooper, his wife, mortgagors of the mortgage in the above cause,

to

Madison Brown, assignee of mortgage
mentioned in the above cause,

DR.

1934

June 30	To amount of the balance due by the note (herewith attached) secured by said mortgage, on this date (the day of sale of said cause)	\$195.95
	To interest due thereon from June 23, 1931 to June 30, 1934	<u>35.47</u>
		\$231.42
	Add commissions provided for by said note due Madison Brown, attorney, of 10%	23.14

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

I hereby certify that on _____ day of November in the year nineteen hundred and thirty four before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, assignee named in the foregoing Statement, and he did make oath in due form of law that the foregoing Statement is a true Statement of the indebtedness due by the mortgagors at the time of the sale mentioned in the foregoing Statement under the mortgage mentioned in the foregoing Statement unto him as assignee of said mortgage and unto the Church Hill Bank of Maryland, assignee making the assignment to him, to the best of his knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

NOTARY

PUBLIC.

CERTIFICATE OF GRANT ADMINISTRATION
ON ESTATE OF R. GROOME PARKS TO
HERBERT E. PERKINS
Filed Nov. 16, 1934.

KENT COUNTY, Sc:

THE SUBSCRIBER, REGISTER OF WILLS FOR KENT COUNTY

State of Maryland,

doth hereby certify that it appears by the records in this office, that letters of administration of all goods, chattels and credits and personal estate of R. Groome Parks late of Kent county, deceased, was on the 24th day of February in the year of our Lord nineteen hundred and twenty one granted and committed unto Herbert E. Perkins the Executor, by the last will and testament of said deceased, who filed his bond in the penal sum of \$7,000.00 with security approved by the Orphans' Court for said county.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal this 7th day of November A. D., 1934.

Seal's
Place

TEST: FRANK W. SMITH
Register of Wills.

In the Orphans' Court of Kent County.

In the Matter of the Estate of
R. GROOME PARKS,
deceased.

To the Honorable, the Judges of said Court:-

The petition of Herbert E. Perkins, executor of said R. Groome Parks, unto Yours Honors respectfully sets forth:

That the said R. Groome Parks was at the time of his death possessed of a mortgage given by James F. Cooper and Margaret Cooper, his wife, unto him date d August 21, 1920 and recorded in Liber J. R. F. No. 5, folio 211, a land record book of Queen Anne's County, made to secure the payment of the note of two hundred fifty three dollars and seventy cents.

That this executor in the settlement of the estate of said deceased assigned and transferred said note and said mortgage unto Charles B. Chance & Co. who paid your executor full value for the said at the time of the assignment and this executor has charged himself with the proceeds of said assignment in this administration account heretofore passed in this case.

That this assignment so made by this executor was made without an order of this Court being first had and obtained.

That since said assignment circumstances have arisen which makes necessary that this executor procure an order of this Court ratifying and confirming said assignment.

Therefore your petitioner prays the Court to pass an order ratifying and confirming the assignment so made by him.

Which is respectfully submitted.

Herbert E. Perkins
Executor of R. Groome Parks.

ORDER OF COURT.

The foregoing petition has been read and considered. It is thereupon on this thirteenth (13) day of November in the year nineteen hundred and thirty four by the Orphans' Court of Kent County ordered that the assignment of the mortgage and note, mentioned in the foregoing petition, heretofore made by Herbert E. Perkins unto Charles B. Chance & Co. as set forth in said petition be and the same is hereby ratified and confirmed and said assignment shall have the same effect as if the said executor has procured prior to said assignment an order of this Court to make said assignment.

True Copy:
Test:
Frank W. Smith
Register of Wills.
Seal of
Register of Wills.

Edward A. Scott
George R. Rasin
Harry M. Stavely
Judges of Orphans' Court.

ORDER OF COURT
Filed Nov. 16, 1934.

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

Madison Brown, assignee,

vs.

James F. Cooper, and
Margaret Cooper, his wife.

Cause No. 3003.

ORDER OF COURT.

Ordered on this 16th day of November, 1934, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the sale mentioned and described in the within and foregoing Report of Sale of the mortgaged real estate of James F. Cooper and Margaret Cooper, his wife, the mortgagors making the mortgage described in said Report of Sale made under the terms of said mortgage by Madison Brown, assignee of said mortgage, as set forth in his said 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 heretofore passed in this cause in relation to said sale.

And it is further ordered by this, the said Court, that as the said Madison Brown, mentioned above, is the regular auditor of the court that the papers and proceedings of said cause be and the same are hereby referred unto John Palmer Smith as special auditor of this Court with directions unto him to state and return to this Court an account or audit between the proceeds of the sale hereby ratified and the said Madison Brown as vendor.

And it is further ordered by this, the said Court, that the said special auditor is hereby directed to allow unto the said Madison Brown in said audit all expenses of said sale not personal and also the commissions on the proceeds of sale provided for by the terms of said mortgage.

THOS. J. KEATING

Filed Nov. 16th, 1934.

SPECIAL AUDITOR'S REPORT
Filed Nov. 30, 1934,

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

Madison Brown, assignee,

vs.

James F. Cooper,
Margaret Cooper, his wife,
mortgagors.

Cause No. 3003.

To the Honorable, the Judges of said Court:

The report of John Palmer Smith, who has been appointed special auditor to state the within account, unto Your Honors respectfully sets forth:-

That he has stated the within account by first charging Madison Brown, the vendor making the sale of this cause, with the gross amount of the sale made by him and then by allowing thereout as follows:

Unto the said Madison Brown as vendor his commissions for making the sale per terms of the mortgage, the court costs of the cause, the fee of the auctioneer, the cost of advertising this sale and the several orders nisi of the cause, state and county taxes on the mortgaged property unpaid at the time of the sale and in arrears, and the fee of this auditor.

Unto Madison Brown as assignee of the mortgage of this cause the amount of the gross sale remaining after the allowances above set forth in part payment of his mortgage debt, the amount so allowed unto him not being sufficient to pay the mortgage claim in full.

This auditor files with this audit a statement of the mortgage debt showing the amount due said assignee on account of his mortgage after application to the debt due on the day of sale of said allowance.

WHICH IS RESPECTFULLY SUBMITTED.

November 28, 1934.

JOHN PALMER SMITH
Special Auditor.

STATEMENT OF DEBT.

James F. Cooper and Margaret Cooper, his wife,
to
Madison Brown, assignee of mortgage, Dr.

1934			
June			
30	To amount of debt due said assignee on this date per statement filed in this cause	\$231.42	
Cr.	As of day of sale of amount allowed herein	25.56	
1934, June 30	To balance bearing interest from this date	\$205.86	

JOHN PALMER SMITH
Special Auditor.

Cause No. 3003.

The proceeds of the sale of the mortgaged real estate of James F. Cooper and Margaret Cooper, his wife, mortgagors, in account with Madison Brown, as the assignee of the mortgage described in this cause made by them and the vendor thereunder making the mortgaged sale of this cause.

1934		Cr.	
June			
30	By the amount of the gross sale made by said vendor per his report of sale filed in this cause, to wit:	\$140.00	

1934		Dr.	
June			
30	To Madison Brown, as the vendor, for his commissions for making this sale so reported per terms of the mortgage, the sum of /	\$ 9.80	
	To do., for the Court costs of these proceedings per statement of the Clerk of the Court exhibited, to wit:		
	Costs of B. H. Turner, clerk, paid	\$18.75	
	Appearance fee of Madison Brown	10.00	28.75
	To do., for the charges of H. Scott Starkey for crying the sale made, the sum of	5.00	
	To do., for the cost of advertising in The Centreville Observer		
	notice of sale	\$ 9.76	
	order nisi on sale	3.75	
	order nisi on audit	2.50	
	per receipted account for same	\$16.01	16.01
	To do., for the state and county taxes on the land sold unpaid and in arrear at time of sale paid by him to County treasurer,		
	for year 1930	\$15.08	
	for year 1931	14.36	
	for year 1932	12.66	
	for year 1933	8.28	
	per receipted accounts for same	\$50.38	50.38
	To John Palmer Smith, special auditor, for stating this account paid per receipt exhibited, the sum of	4.50	
	To Madison Brown, assignee of mortgage, on account of the mortgage debt, the sum of	25.56	
			\$140.00 \$140.00

November 28, 1934.

JOHN PALMER SMITH
Special Auditor.

NISI RATIFICATION OF AUDIT

Madison Brown
Assignee

VS.

JAMES F. Cooper and
Margaret Cooper, his wife

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CASE No. 3003.

ORDERED, This 30th. day of November in the year nineteen hundred and 34 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 29th day of December 1934, provided a copy of this order be published once a week in each of two successive weeks before the 21st day of December 1934, in some newspaper printed and published in Queen Anne's County.

Filed November 20th, 1934.

B. HACKETT TURNER Clerk

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Jan. 15, 1935.

NISI RATIFICATION OF AUDIT

MADISON BROWN, Assignee.

vs.

JAMES F. COOPER And
MARGARET COOPER, his wife,
mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3003.

ORDERED, this 30th da_ of November in the year nineteen hundred and thirty-four 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 29th day of December 1934; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of December 1934 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk
True Copy Test:
B. HACKETT TURNER, Clerk
Filed November 30, 1934

THE CENTREVILLE OBSERVER

Centreville, Md. January 15 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Madison Brown, Assn. vs. James F. Cooper and Margaret Cooper, 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 two successive weeks the first publication thereof having been made in said newspaper on the 6th day of December 1934, being more than two weeks before the 21st day of Dec. 1934.

THE CENTREVILLE OBSERVER
PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed Feb. 27, 1935

Order of Court.

Ordered on this 27th day of February, 1935, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of the said Court that the within and foregoing report and account of John Palmer Smith, special auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the order nisi heretofore passed in this cause in relation to said report and account; and it is further ordered that Madison Brown, the party making the sale of this cause, be and he is hereby directed to apply the proceeds of sale in accordance with the account.

THOS. J. KEATING

Filed Feb. 27th, 1935.

Chancery No. 3015.

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

James A. Thawley and
Annie G. Thawley

vs.

James T. Wilkins and
Mary F. Wilkins, his wife

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN EQUITY

Cause NO.

Mr. B. Hackett Turner, Clerk;-

Please docket the above entitled suit and file therein a certified copy of the mortgage from James T. Wilkins and Mary F. Wilkins, his wife to Elva Perry dated the eleventh day of October, in the year nineteen hundred and nine and recorded in Liber S. S. No. 7, folios 64 &c. a Land Record Book for Queen Anne's County, and the various assignments of said mortgage and enter may appear for the plaintiffs.

EDWIN H. BROWN JR.

Nov. 20th. 1934.

CERTIFIED COPY OF MORTGAGE
Filed Nov. 20, 1934.

#673. Queen Anne's County, to wit: be it remembered that on the 13th day of October, in the year nineteen hundred and nine, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this eleventh day of October, in the year nineteen hundred and nine, by James T. Wilkins and Mary F. Wilkins of Queen Anne's County, in the State of Maryland: Witnesseth:- Whereas the said James T. Wilkins and Mary F. Wilkins are jointly indebted unto Elva Perry of County and State aforesaid in the full sum of Seven Hundred Dollars, (\$700.00) as evidenced by their promissory note of even date with these presents and payable at the order of the said Elva Perry at The Centreville National Bank of Maryland three years after date hereof said note being endorsed across its face in red ink "Principal Mortgage note secured by Mortgage of even date"; and Whereas for the interest to accrue on said loan the said James T. Wilkins and Mary F. Wilkins have passed unto the said Elva Perry their six other promissory notes of even date hereof each for the sum of \$21.00) Twenty One Dollars, and each endorsed across the face thereof in red ink "Interest note, secured by Mortgage of even date," and payable in six, twelve, eighteen, twenty four, thirty and thirty six months after date respectively at The Centreville National Bank of Maryland.

And Whereas it was a condition precedent to said loan that these presents be executed. Now this Mortgage witnesseth:-That in consideration of the premises and of One Dollar the said James T. Wilkins and Mary F. Wilkins, his wife, do hereby grant and convey unto Elva Perry, her heirs and assigns, in fee simple, all that lot, tract, parcel or part of a tract of land situate, lying and being in the fifth election district of County and State aforesaid, containing twenty acres of land, more or less, this being the same land which was conveyed unto the said James T. Wilkins by deed bearing date the 14th. day of May, A. D. 1908 by Thomas A. and Rachel R. Ruth, said deed being recorded among the land record books for Queen Anne's County aforesaid in Liber S. S. No. 4, folio a land record book for County and State aforesaid, to which deed and the references therein contained reference is hereby made for a full and perfect description of said land. Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining. To Have And To Hold the aforesaid land and premises unto and to the proper use and benefit of Elva Perry, her heirs and assigns forever.

Provided, that if the said James T. Wilkins and Mary F. Wilkins their heirs, personal representatives or assigns shall well and truly pay or cause to be paid the principal mortgage note and each interest note as the same respectively matures 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 James T. Wilkins and Mary F. Wilkins 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 James T. Wilkins and Mary F. Wilkins for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay as they severally fall due, the mortgage debt and interest intended to be secured hereby, all taxes and assessments, public dues and charges of every kind, levied or assessed or to 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, or any part of either.

But if default be made in the 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 Elva Perry, her executors, administrators and assigns, or James T. Earle of Queen Anne County her and their Attorney or Agent, are hereby authorized and empowered at any time after such default to sell the property hereby mortgaged and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz:- Upon giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the person making said sale may deem expedient, which said sale may be at public auction to the highest bidder and for cash and credit, at the option of the person making the sale, and in the event of a sale of the said property under the powers hereby granted, the proceeds arising from such sale to apply first: to the payment of all expenses to incident 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 Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same. And it is covenanted and agreed that after default be made in this mortgage and the foreclosure of this mortgage under the powers hereby granted shall be begun by the insertion of the advertisement or notice of sale in some newspaper as herein before provided, the said Mortgagee, her personal representatives or assigns or James T. Earle, her and their said attorney shall not be required to receive and accept the principal and interest of the said Mortgage indebtedness in satisfaction thereof unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred for the said advertisement or notice of sale, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the commission allowed to trustees making sale under orders or decree of the Circuit Court for Queen Anne's County in Equity, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made by the Mortgagors, their 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 Mortgagors for themselves, their heirs, personal representatives and assigns, covenant to pay to the person executing the said power of sale if tender of said mortgage indebtedness, principal and interest, be made prior to the sale. And the James T. Wilkins and Mary F. Wilkins, for themselves, their personal representatives and assigns, do further covenant to insure and pending the existence of this mortgage to keep insured, in some good company satisfactory to the said mortgagee, her personal representatives and assigns the improvement on the hereby mortgaged land to the amount of at least full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire to insure to the benefit of the said Mortgagee, her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said mortgagee, her personal representatives and assigns.

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

Witness The Hands and Seals of The said Mortgagors.

James T. Wilkins (Seal)

her

Mary F. X. Wilkins (seal)

mark

Test:

Chas. O. Coursey.

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

I Hereby certify, that on this eleventh day of October, in the year nineteen hundred and nine, before the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James T. Wilkins and Mary F. Wilkins and did each acknowledge the foregoing mortgage to be their respective act.

Chas. O. Coursey, J. P.
Justice of the Peace.

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

I hereby certify, that on this 13th day of October, in the year nineteen hundred and nine, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James T. Earle, and made oath in due form of law that the consideration

stated in the foregoing Mortgage is true and bona fide as therein set forth, and further made oath in due form of law that he is duly authorized to make this affidavit by the above and within named mortgagee.

J. McK. Tilghman
Justice of the Peace.

Queen Anne's County, to wit: be it remembered that on the second day of May, in the year nineteen hundred and fourteen, the following assignments were brought to be recorded, to wit:-

For value I do hereby assign the within and foregoing mortgage and mortgage notes unto James T. Earle.

Witness my hand and seal this 7th day of October, nineteen hundred and thirteen.

Test: Jennie Mae Houser.

Elva Perry (Seal)

For value I hereby assign and transfer this mortgage and the mortgage notes secured thereby unto Adaline Thawley, without recourse or guarantee.

Witness my hand and seal this second day of May in the year nineteen hundred and fourteen.

Test: A. A. M. Dewing.

James T. Earle (SEAL)

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of July in the year 1925, the following Assignments were brought to be recorded to wit:

We James A. Thawley and Thomas J. Keating Executors of the last will and testament of Sarah A. Thawley, late of Queen Anne's County, Maryland deceased, do hereby transfer and assign the within and foregoing mortgage and the note secured thereby to the extent of the balance due thereunder to wit: the sum of six hundred and fifty Dollars (\$650.00) unto James A. Thawley, the said mortgage having been bequeathed to Martin V. B. Thawley for life with remainder to the said James A. Thawley by the said last will and testament of the said Sarah A. Thawley and having been distributed to the said Martin V. B. Thawley for life with remainder to the said James A. Thawley in the First and Final Administration Account of the estate of the said Sarah A. Thawley deceased, filed in and ratified by the Orphans Court of Queen Annes County on the 27th day of November 1917, the said Martin V. B. Thawley having departed this life sometime in the year nineteen hundred and twenty one. This Assignment is made without recourse or guarantee.

Witness our hands and seals this 21st day of July 1925.

Jas. A. Thawley (Seal)

Thos. J. Keating (Seal)

Executors of the last will and Testament of Sarah A. Thawley.

Test: Wm. R. Horney

For value received, I James A. Thawley, do hereby transfer and assign the within and foregoing mortgage and the note secured thereby to the extent of the balance due thereunder to wit: the sum of Six hundred Dollars (\$600.00) with interest from the 11th day of April 1925 without recourse or guarantee, unto William R. Horney.

Witness my hand and seal this 25th day of July 1925.

Test S. Chas. Walls.

Jas. A. Thawley (Seal)

For value received I William R. Horney do hereby transfer and assign the within and foregoing mortgage and the note secured thereby to the extent of the balance due thereunder, to wit: the sum of six hundred Dollars (\$600.00) with interest from the 11th day of April 1925 without recourse or guarantee. unto James A. Thawley and Annie G. Thawley, his wife, as tenants by the entireties.

Witness my hand and seal this 25th day of July 1925.

Test: S. Chas. Walls.

William R. Horney (Seal)

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

I hereby certify that the foregoing is truly taken and copied from Liber S. S. No. 7 fol. 64 &c., a Land Record Book for Queen Anne's County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit for Queen Anne's County, this day of A. D. 1934.

Seal's
Place.

B. Hackett Turner Clerk

CERTIFIED COPY OF BOND
Filed November 26, 1934.

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of November, in the year 1934, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we James A. Thawley, Annie G. Thawley and Harry F. Callahan, all of Queen Anne's County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of twelve hundred and fifty dollars, current money of the United States of America, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twentieth day of November, in the year nineteen hundred and thirty four.

WHEREAS a certain mortgage from James T. Wilkins and Mary E. Wilkins his wife, bearing date the eleventh day of October, in the year nineteen hundred and nine, and recorded in Liber S. S. No. 7, folios 64 etc. a land record book for Queen Anne's County and is now held by assignment by the said James A. Thawley and Annie G. Thawley, And Whereas, the above bounden James A. Thawley and Annie G. Thawley, as assignees of the aforesaid mortgage are about to execute the power of sale contained in the above described mortgage, by making sale of the property described therein, 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 James A. Thawley and Annie G. Thawley, 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.

Jas. A. Thawley (SEAL)
Annie G. Thawley (SEAL)
Harry F. Callahan (SEAL)

Signed, sealed and delivered
in the presence of
W. J. Connolly.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Nov. 26th. 1934.
B. Hackett Turner, Clerk

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 294, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th. day of November, in the year 1934.

B. HACKETT TURNER
Clerk.

Seal's
Place.

REPORT OF SALE
Filed Jan. 29, 1935.

James A. Thawley and
Annie G. Thawley
Assignees

vs

James T. Wilkins and
Mary F. Wilkins, his wife

To the Honorable the Judges of said Court,

The Report of James A. Thawley and Annie G. Thawley, Assignees, respectfully sets forth:-

In the Circuit Court for
Queen Anne's County, In Equity.
Cause No. 3015

First. That default occurred in the terms of the mortgage, by the none payment of the interest and principal, said mortgage being from James T. Wilkins and Mary F. Wilkins, his wife, dated the eleventh day of October, in the year nineteen hundred and nine, and after mense assignments assigned to the said James A. Thawley and Annie G. Thawley, said mortgage and assignments being recorded in Liber S. S. No. 7, folios 64 &c. a Land Record Book for Queen Anne's County.

Second; That prior to the sale hereinafter mentioned your assigness filed a a 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 approved by him.

Third: That after giving notice of the time, place, manner and terms of sale by advertisement in The Queenstown News, a newspaper printed and published in Queen Anne's County, State of Maryland, for more than twenty days before the day of sale, the said James A. Thawley and Annie G. Thawley, Assignees of said mortgage, did, pursuant to said notice, attend in front of the Court House Door, in the town of Centreville, Queen Anne's County, State of Maryland, on Tuesday the 18th. day of December, 1934, at the hour of two o'clock P. M. did then and there proceed to sell said mortgaged property, as follows, to wit:- ALL that lot or parcel of land situate in the fifth election district of Queen Anne's County, aforesaid, on the road leading from Kent Island State road to Perry's Corner, not far from Grasonville, and containing eighteen acres of land, more or less, and being the same property on which the said James T. Wilkins resided at the time of his death. This property was offered in two parcels, as follows;- Parcel No. 1; All that tract of land on the left of the public road leading from the Kent Island State Road to Perry's Corner, with a frontage on said road of 725 feet, more or less, said frontage line being measured from the division line between the property of James T. Wilkins (the property hereby sold) and the property of one John Hurd, and thence running in a straight line to the Clifford Thomas property, improved by a good frame dwelling and good out buildings, containing thirteen acres of land, more or less. Parcel No. 2; All that tract of land adjoining Parcel No. 1, with a frontage on the road leading from the Kent Island State Road to Perry's Corner of 307 feet, more or less, to the Edgar Bryan woods, and running from the said road to the Clifford Thomas property, improved with a small frame house and some out building, containing five acres of land, more or less. These parcels were offered first separately and then as a whole, and as no bids were received on the entire tract they were sold as separate parcels, as follows: Parcel No. 2 was sold to James T. Wilkins Jr., at and for the sum of two hundred and seventy five dollars, he being the highest bidder therefor, of which said sum he has paid one hundred and forty dollars and agreed to comply with terms of sale; Parcel No. 1 was sold to Wesley Wilkins at and for the sum of four hundred dollars, he being then and there the highest bidder therefore, and he has paid two hundred dollars in cash and agreed to comply with the terms of sale.

Fourth: This property was sold according to the terms of sale as set forth in the advertisement and with the additional understanding that all taxes were to be paid by the assignees to January 1st. 1935 and that possession of said property would be given on the ratification of the sale by this court.

Fifth; Your assignees announced at the time of sale that there was a lot of about one acre which had been sold to one Charles Wilkins by James T. Wilkins during his life time, and that while this lot was included in the property mortgaged, it was not being sold.

Sixth: That a certificate of the advertisement of sale in the Queenstown News is filed herewith as part of this report and marked "Exhibit No. 1".

Respectfully submitted

JAS. R. THAWLEY

ANNIE G. THAWLEY
Assignees

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

I hereby certify that on this 29th day of January in the year nineteen hundred and thirty five, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appear James A. Thawley and Annie G. Thawley, Assignees of mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true as therein set forth, to the best of their knowledge and belief and that the sales reported were fairly made.

WM. H. CARTER

Filed Jan. 29th, 1935.

EXHIBIT NO. 1.
CERTIFICATE OF PUBLICATION OF ADVERTISEMENT
OF SALE
Filed Jan. 29, 1935.

ASSIGNEES' SALE OF VALUABLE REAL ESTATE

Default having occurred in the terms of the mortgage from James T. Wilkins and Mary F. Wilkins his wife, to Elva Perry, dated the ninth day of October, in the year nineteen hundred and nine, and recorded in Liber S. S. No. 7 folios 64 &c. a Land Record Book for Queen Anne's County, the undersigned as assignees of said mortgage will sell at public sale in front of the courthouse door in Centreville, Queen Anne's County, Maryland, on
TUESDAY, DECEMBER 18, 1934,
at the hour of 2 o'clock, P. M.,

All that lot or parcel of land situated in the Fifth Election District of Queen Anne's County, on the road leading from the Kent Island State road to Perry's Corner not far from Grasonville, containing 18 ACRES OF LAND, more or less, and being the same land described in the aforesaid mortgage and being also the same property on which the said James T. Wilkins resided at the time of his death

Improvements consist of two frame dwellings and some outbuildings all in good state of repair.

TERMS OF SALE:—One-half of the purchase money in cash on the day of sale and the balance in six months from day of sale, with interest thereon from said day of sale, or all cash on the day of sale at the option of the purchaser

Title papers and revenue stamps at the expense of the purchaser. Further particulars made known on day of sale.

JAMES A. THAWLEY and
ANNIE G. THAWLEY
ASSIGNEES

J. ELMER ANTHONY
Auctioneer.
Edwin H. Brown Jr., Attorney.

January 18/35.

We hereby certify that the annexed advertisement was inserted in The Queenstown News, a newspaper printed and published at Queenstown in Queen Anne's County, Maryland once in each of four successive weeks (being more than twenty days) before the 18th day of December, 1934.

The Queenstown News
M. W. Aker

N I S I

James A. Thawley and
Annie G. Thawley, assignees
VS.
James T. Wilkins and
Mary F. Wilkins, his wife.
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY No. 3015

ORDERED, This 29th day of January A. D., 1935, that the sale of the real estate made and reported in this cause by James A. and Annie G. Thawley, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the sixth day of April next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the sixth day of March next.

The Report states the amount of sales to be \$675.00.

William H. Carter Clerk

Filed January 29th, 1935.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed March 4, 1935.

ORDER NISI

JAMES A. THAWLEY, and
ANNIE G. THAWLEY, assignee
vs.
JAMES T. WILKINS and
MARY F. WILKINS, His wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3015.

Ordered, This 29th day of January, A. D. 1935, that the sale of the real estate made and reported in this cause by James A. and Annie G. Thawley; be ratified and confirmed, unless cause to the contrary thereof be shown on or before the Sixth day of April, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the Sixth day of March, next.

The Report states the amount of sales to be \$675.00.

WILLIAM H. CARTER, Clerk
 True Copy-Test:
 WILLIAM H. CARTER, Clerk
 Filed January 29th 1935.

February 28/35.

We hereby certify that the annexed advertisement was inserted in THE QUEENSTOWN NEWS, a newspaper printed and published in Queen Anne's county in each successive issues for four weeks being thirty days before March 6, 1935.

THE QUEENSTOWN NEWS
 M. W. Aker, Prop.
 M. W. Aker, Proprietor.

STATEMENT OF MORTGAGE DEBT
 Filed March 9, 1935.

James A. Thawley and
 Annie G. Thawley,
 Assignees

vs.

James T. Wilkins and
 Mary F. Wilkins, his wife

In the Circuit Court for
 Queen Anne's County, in Equity.
 Cause No. 3015

STATEMENT OF MORTGAGE DEBT.

Amount of principal of mortgage debt due		\$550.00
Interest thereon from October 11th.		
1933 to December 18th. 1934		40.15
		<u>\$590.15</u>
Taxes for years 1931, 1932, 1933, 1934		
amounting to	\$68.08	
Insurance	4.80	72.88
Amount due		<u>\$663.03</u>

Respectfully submitted

JAS. A. THAWLEY
 One of the Assignees.

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

I hereby certify that on this ninth day of March, in the year nineteen hundred and thirty five, before the subscriber the Clerk of the Circuit Court for Queen Anne's County, personally appeared James A. Thawley, one of the assignees of the mortgage and made oath in due form of law that the matters and things set forth in the above statement of mortgage debt are true and correct as there in set forth.

WILLIAM H. CARTER
 Clerk.

Filed March 9th, 1935.

ORDER OF COURT
 Filed Mar. 11, 1935.

James A. Thawley and
 Annie G. Thawley, Assignees

vs.

James T. Wilkins and
 Mary F. Wilkins, his wife

In the Circuit Court for
 Queen Anne's County, in Equity.
 Cause No. 3015

FINAL ORDER OF RATIFICATION

Ordered this 9th day of March, in the year nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said court, that the sale of the real estate made by James A. Thawley and Annie G. Thawley, Assignee, 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 the notice appears to have been duly given as required by the preceding order nisi; and that the said James A. Thawley and Annie G. Thawley, Assignees, are allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing vouchers therefor before the auditor.

THOS. J. KEATING

Filed March 11th, 1935.

CERTIFICATE OF REGISTER OF WILLS
Filed March 11, 1935.

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

I, Norman S. Dudley, Register of Wills of 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, Maryland, that James A. Thawley and T. J. Keating were appointed Executors of the last Will and Testament of Sarah A. Thawley, deceased, by the aforesaid Court on March 13, 1917; that a First and Final Administration Account and Distribution was filed and passed in this Estate on November 27, 1917 in which Distribution there was distributed unto Martin V. Thawley by assignment to them of the balance of the principal secured by the mortgage from James T. Wilkins for the amount of \$650.00.

In Testimony Whereof I hereunto set my hand and affix the Seal of the Orphans' Court of Queen Anne's County, Maryland, this 14th day of March, 1935.

NORMAN S. DUDLEY
Register of Wills for Queen
Anne's County.

Seal's
Place.

REPORT AND ACCOUNT OF THE AUDITOR
Filed June 8, 1935.

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

James A. Thawley and
Annie G. Thawley
Assignees

Vs.

James T. Wilkins and
Mary F. Wilkins, his wife.

Cause No. 3015.

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause were had for the collection of a mortgage debt through the sale of the mortgaged property under the power of sale contained in the mortgage described in this cause, and the proceeds of the sale have not proven sufficient to pay the costs of sale and the mortgage debt in full.

That in the within audit or account the plaintiffs of the cause, who were the vendors of the cause, have been charged with the gross sales made by them and have then thereout been allowed as follows:

Their commissions for making this sale per terms of the mortgage, the court costs of the cause, the costs paid the auctioneer for crying the sale, and the cost of advertising notice of sale and the several orders nisi of the cause, and the fee of the auditor. The balance of the gross sales mentioned remaining after these allowances is then awarded unto the assignees in part payment of their mortgage claim.

A statement showing the balance of the mortgage debt due by the mortgagor to the mortgagees remaining after the application of the net sales of this cause to the mortgage debt is appended to the within account.

Which is respectfully submitted.

MADISON BROWN
Auditor.

June 8, 1935.

Cause No. 3015.

The proceeds of the sale of the mortgaged real estate of James T. Wilkins, mortgagor, in account with James A. Thawley and Annie G. Thawley, assignees of the mortgage given by him and as such vendors of the mortgaged real estate.

1934		CR.	
Dec.			
18	By gross amount of the mortgage sale as follows:-		
	By amount of sale to James T. Wilkins	\$275.00	
	By amount of sale to Wesley Wilkins	400.00	
	By total gross sales	<u>\$675.00</u>	\$675.00
		DR.	
	To James A. Thawley and Annie G. Thawley, vendors as aforesaid, for their commissions for making the sale, per terms of the mortgage, to wit:		\$ 48.38
	To do., for the following court costs of this cause per clerk's statement:		
	Costs of W. H. Carter, clerk, paid . . . \$18.75		
	Appear. fee of plaintiffs' attorney, paid	<u>10.00</u>	28.75
	To do., for amount paid J. E. Anthony for crying the sale per his receipted account exhibited, the sum of		5.00
	To do., for the costs of advertising the mortgage sale and order nisi thereon and costs of advertising the order nisi to be passed as to this audit, in the Queenstown News, to wit:		15.00
	To Madison Brown, auditor, for stating this account, the sum of		<u>4.50</u>
			\$101.63
	To James A. Thawley and Annie G. Thawley, assignees, in part payment of their mortgage debt due on day of sale, this balance		573.37
	which is not sufficient to pay their claim in full		
			<u>\$ 675.00</u> <u>\$675.00</u>

STATEMENT OF MORTGAGE DEBT.

James T. Wilkins, the mortgagor making the mortgage of this cause,		
to		
James A. Thawley and Annie G. Thawley, assignees of mortgage,		DR.
1934		
Dec. 18	To amount of mortgage debt, principal and interest due this day under the mortgage described in this cause	\$ 590.15
	To State and County taxes paid by said assignees on mortgaged real estate and fire insurance on mortgaged property paid by them under terms of mortgage	<u>72.88</u>
	per mortgage statement filed	\$ 663.03
1934		
Dec. 18	CR. By net proceeds of sale of this cause per this audit	<u>573.37</u>
" "	DR. To balance due bearing interest from this date	\$ 89.66

June 8, 1935.

MADISON BROWN
Auditor.

Filed June 8th, 1935.

NISI RATIFICATION OF AUDIT

James A. Thawley and
Annie G. Thawley,
Assignees,

VS.

James T. Wilkins and Mary F.
Wilkins, his wife.

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

CASE No. 3015.

ORDERED, This 8th day of June in the year nineteen hundred and thirty-five that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be

shown on or before the 8th day of July 1935; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of July 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed June 8th, 1935.



Cause No. 2978.

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

John F. Ruth,
Assignee

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

vs.

The J. Waters Russell Realty
Co., Mortgagor.

B. Hackett Turner, Clerk:

You will docket suit as per titling, make certified copy of mortgage and assignments, and file same in these proceedings.

JOHN F. RUTH
Assignee

CERTIFIED COPY OF MORTGAGE
Filed Nov. 21, 1933.

.....
#8230. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the sixth day of December, in the year nineteen hundred and twenty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this sixth day of December, in the year nineteen hundred and twenty, by The J. Waters Realty Company, a corporation created by and existing under the laws of the State of Maryland, party of the first part, and Elmer Golt, of Queen Anne's County in the State of Maryland, party of the second part.

WHEREAS, the said party of the first part is justly indebted unto the said party of the second part in the sull sum of fourteen hundred dollars, cash loaned and advanced, which it is hereby agreed shall be repaid unto said party of the second part at the expiration of two years from the date hereof, with interest thereon in the meanwhile from date hereof payable semi-annually; with right and privilege on the part of the said party of the first part to pay said mortgage debt in full prior to maturity but at only some time named herein for the payment of the interest to be paid as aforesaid.

And whereas it was a condition precedent to said loan that the said sum so loaned and the interest thereon to accrue and be paid as aforesaid should be secured by this mortgage.

NOW THEREFORE THIS MORTGAGE WITNESSETH: that the said party of the first part, the J. Waters Russell Realty Company, does hereby grant and convey unto the said Elmer Golt, his heirs and assigns forever

ALL that lot or parcel of land situate, lying and being in Crab Alley Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Dominion School House to Parson Point, bounded by the waters of Crab Alley Creek and the waters and coves or tributaries of said creek, and adjoining on the west or northwest the Home Farm of Mary C. E. McCready now tenanted by Harry P. Golt, and on the east that land of the said Elmer Golt heretofore conveyed unto him by said Mary C. E. McCready; being now in the tenancy of Owens Ford and containing 19.22 acres of land, more or less; being the same land granted and conveyed unto the said party of the first part by Mary C. E. McCready by deed dated November 29, nineteen hundred and twenty and intended to be filed for record among the land record books of said county to immediately precede this mortgage, to which deed reference is hereby made for a description of said land by metes and bounds, courses and distances.

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 party of the first part, its successors or assigns shall well and truly pay to the said party of the second part, his executors, administrators or assigns, the aforesaid sum of fourteen hundred dollars when and as the same shall become due and payable as aforesaid and also the interest thereon to accrue and be paid as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on its and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said party of the second part, its successors and assigns shall possess said property.

AND the said party of the first part, for itself, its successors and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said party of the second part, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

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

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

And this Mortgage further witnesseth: that the said party of the first part has heretofore appointed and by these presents does hereby appoint and constitute J. Waters Russell, of Chestertown, its true and lawful attorney, for it and in its name and as its act and deed, to acknowledge this mortgage before any person making authority in law to take acknowledgements of deeds and mortgage in order that this mortgage may be duly recorded.

IN TESTIMONY WHEREOF the said party of the first part has caused its name to be hereunto signed and its corporate seal to be hereunto attached the day and year first above written, by J. Waters Russell, its President.

THE J. WATERS RUSSELL REALTY COMPANY

Seal's
Place.

By J. Waters Russell, President.

E. M. FORMAN

State of Maryland, Queen Anne's County, SCT: I hereby certify that on this sixth day of December, in the year nineteen hundred and twenty, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared J. Waters Russell the person named and described in the letter of Power of Attorney contained in the foregoing mortgage, and he did, in pursuance of the power and authority thereby granted and conferred upon him, acknowledged the foregoing mortgage to be the act and deed of the said body corporate, The J. Waters Russell Realty Company; and I further certify that at the same time also personally appeared before me, the subscriber, Elmer Golt, the mortgagee named

in the foregoing mortgage, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

EZEKIEL M. FORMAN
Justice of the Peace.

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

For value received, I hereby assign the within mortgage to The Stevensville Bank of Maryland.

In witness whereof I have affixed my name this 12th. day of December, 1927.

Elmer Golt (SEAL)

Test: Barnes Legg

Queen Anne's County, to wit: Be it remembered that on the second day of November, in the year 1931, the following assignment was brought to be recorded, to wit:

For value received, The Stevensville Bank of Maryland, a body corporate does hereby assign, without Recourse, to John F. Ruth, the within and foregoing mortgage.

Witness our hands and seal this 31st. day of October, 1931.

The Stevensville Bank of Maryland,
Stevensville, Md.

Attest: Barnes Legg

Dr. Chas. E. Snyder, Pres.

Seal's
Place.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 6, folios 2, 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 November, in the year 1933.

B. HACKETT TURNER Clerk.

Seal's
Place.

CERTIFIED COPY OF BOND
Filed Dec. 2, 1933.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of December, in the year 1933, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, THAT we, John F. Ruth, as principal, Harry P. Breeding and S. Earle Long, as sureties, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves 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 30th. day of November, in the year of our Lord one thousand nineteen hundred and thirty three.

Whereas the above bounden John F. Ruth, by virtue of the power of sale contained in a mortgage from The J. Waters Russell Realty Company, to Elmer Golt, bearing date the 6th. day of December, 1920 and recorded among the mortgage records of Queen Anne's County, in Liber J. F. R. No. 6, folio No. 2, and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained,

The condition of the above obligation is such, that if the above bounden John F. Ruth, assignee of the said mortgage, do and shall well and truly, and faithfully perform the trust reposed in him under the mort-

gage 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.

In testimony whereof, the above bounden John F. Ruth, Harry P. Breeding and S. Earle Long as hereto set their hands and seals the day and year first above written.

John F. Ruth (SEAL)

Harry P. Breeding (SEAL)

S. Earle Long (SEAL)

Test: Barnes Legg

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and bond filed December 2n. 1933.
B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 260, 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 December, in the year 1933.

B. HACKETT TURNER Clerk.

Seal's
Place.

REPORT OF SALE
Filed Jan. 3, 1934.

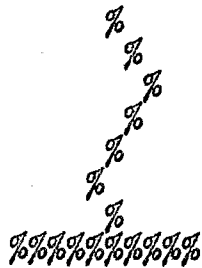
John F. Ruth,
Assignee of Mortgage,

vs.

The J. Waters Russell Realty Co.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY,

In Equity.



The report of John F. Ruth, Assignee of Mortgage, to your Honors respectfully shows:

That in and by virtue of a power of sale contained in a mortgage, from The J. Waters Russell Realty Company to Elmer Golt, bearing date the 6th day of December, 1920, and duly of record in Liber J. F. R. No. 6, folio No. 2 etc; one of the mortgage record book-s for Queen Anne's County, Maryland, which said mortgage has been duly assigned by mesne assignments to John F. Ruth, the undersigned, default having been made in the covenants and conditions of said mortgage, the said John F. Ruth, Assignee as aforesaid, having given more than three weeks notice, time prescribed by said mortgage, of the time, place, manner and terms of sale, by advertisement in the Queen Anne's Record, a newspaper printed and published at Centreville, in Queen Anne's County aforesaid, and having given bond for the faithful performance of the trust reposed in him by said power of sale, pursuant to said notice did attend in person in the town of Stevensville in Queen Anne's County aforesaid, in front of the Drug Store of John C. Norris, in said town, on Saturday, December 16th 1933, between the hours of two and three o'clock, P. M., and then and there proceeded to sell the real estate covered by said mortgage, at public auction as follows: Your assigns named in mortgage offered at public auction to the highest bidder, the farm situate in the Fourth Election District of Queen Anne's County, Maryland; on the right side of the public road leading from the old Dominion School House now occupied as a dwelling to Parson's Point, bounded by the waters of Crab Alley Creek and the waters and coves or tributaries of said creek, and adjoining on the west or notwest by the farm now occupied by Harry P. Golt and on the east that land of the said Elmer Golt, and being the same land now owned and occupied by Joseph A. Bolch and Catherine J. Bolch, containing 19.22 acres of land more or less, and being the same property covered by the mortgage in this cause, and sold the same to John F. Ruth, he being then and there the highest bidder therefor, at and for the sum of twenty-five hundred dollars. The purchaser has complied with the terms of sale.

Test

BARNES LEGG

JOHN F. RUTH
Assignee of Mortgage.

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

I HEREBY CERTIFY, That on this 2nd. day of January, in the year nineteen hundred and thirty-Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John F. Ruth, the Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing report of sale, are true as therein set forth, to the best of his knowledge and belief, and the sale therein reported was fairly made.

BARNES LEGG
 NOTARY PUBLIC.

Notary
 Public
 Seal.

Filed January 3rd, 1934.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT
 OF SALE
 Filed Jan. 3, 1934.

ASSIGNEE'S SALE
 Of a Valuable
 SMALL FARM

In Crab Alley Neck, on Kent Island, Queen Anne's County, Maryland.

Under and by virtue of a power of sale contained in a mortgage, from the J. Waters Russell Realty Company to Elmer Golt, bearing date the 6th day of December, 1920, and duly of record in Liber J. F. R. No. 6, folio No. 2, etc., one of the mortgage record books for Queen Anne's County, Maryland, which said mortgage has been duly assigned by mesne assignments to John F. Ruth; default having been made in the covenants and conditions in said mortgage contained; The undersigned assignee will offer and expose at public sale on SATURDAY, DEC. 16, 1933 between the hours of two and three o'clock P. M., in front of the store house of John C. Norris, in the town of Stevensville, Queen Anne's County, Maryland, the following described real estate, to-wit:

All that lot or parcel of land situate, lying and being in Crab Alley Neck, On Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from old Dominion School House now occupied as a dwelling to Parson's Point, bounded by the waters of Crab Alley Creek and the waters and coves or tributaries of said creek, and adjoining on the west or northwest by the farm now occupied by Harry P. Golt and on the east that land of the said Elmer Golt, and being the same land now owned and occupied by Joseph A. Bolch and Catherine J. Bolch, containing 19.22 acres of land, more or less.

Improvements: The improvements consist of a large and commodious dwelling house and necessary outbuildings.

Terms of Sale: One-third of the purchase money cash on day of sale and the balance upon the ratification of sale, or all cash on day of sale at the option of the purchaser. Deferred payment, if any, to bear interest from day of sale and to be secured to the satisfaction of the undersigned Assignee. Title papers and United States Revenue Stamps at expense of Purchaser.

JOHN F. RUTH, Assignee

THE QUEEN ANNE'S RECORD
 Centreville Maryland

January 2, 1934

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Assignees Sale in the case of Elmer Golt vs. J. Waters Russell Realty Co. a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 23rd day of November 1933, being more than twenty-eight days before the 16th day of December 1933.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By Marie K. Connolly

N I S I

John F. Ruth,
Assignee of Mortgage,

vs.

The J. Waters Russell Realty Co.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

)) CHANCERY NO. 2978.

ORDERED, This second day of January A. D., 1934, that the sale of the real estate made and reported in this cause by John F. Ruth, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the fifth 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 fifth day of February next.

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

B. HACKETT TURNER Clerk

Filed January 2, 1934.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Mar.27, 1934.

ORDER NISI

John F. Ruth, Assignee of Mortgage,

vs.

The J. Waters Russell Realty Co.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2978.

ORDERED, This second day of January, A. D., 1934, that the sale of the real estate made and reported in this cause by John F. Ruth, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the fifth 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 fifth day of February, next.

The Report states the amount of sales to be \$2,500.00.

B. HACKETT TURNER, Clerk

Filed January 2, 1934.

True Copy-
Test:

B. HACKETT TURNER, Clerk.

QUEEN ANNE'S RECORD

Centreville Maryland

March 27, 1934

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi in the case of John F. Ruth, Assignee of Mortgage vs. The J. Waters Russell Realty Co. a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published, at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks the first publication thereof having been made in said newspaper on the 4th day of January, 1934, before the fifth day of February 1934.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By MARIE K. CONNOLLY

Filed Mar. 27-1934.

STATEMENT OF DEBT
Filed June 9, 1934.

In the Circuit Court for Queen Anne's County, in Equity. Cause No. 2978.

John F. Ruth, Assignee of Mortgage

vs.

The J. Waters Russell Realty Co.

Statement of Mortgage debt.

Amount of principal secured in the mortgage from the J. Waters Russell Realty Co. to Elmer Golt, dated Jan. 6, 1920 and recorded in Liber J. F. R. No. 6, fol. 2 etc. a land record book for Queen Anne's Co. and by mesne assignments now held and owned by John F. Ruth, and foreclosed in the above entitled cause.
 Interest from June 6, 1931 to Dec. 16, 1933
 Total debt due Dec. 16, 1933

\$1,400.00
 212.33
 \$ 1612.33

NOTE: The mortgagor, above mentioned, after the execution of the above mortgage conveyed the mortgaged property to Joseph A. Bolch and Catherine Bolch, his wife, subject to the mortgage and the plaintiff, above mentioned, paid, after the conveyance mentioned, the state and county taxes on the mortgaged property due and owing by said purchasers and the cost of certain fire insurance premiums on the mortgaged property and these items he has been advised he will be entitled to claim in the proceedings for the distribution of the equity of redemption yet to be taken.

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

I hereby certify that on this 15th day of May in the year 1934, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John F. Ruth, Assignee of the mortgage above mentioned, and he did make oath in due form of law that the foregoing is a true statement of the indebtedness due by said mortgage on Dec. 16, 1933, the day of sale above mentioned, to the best of his knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my Notarial seal the day and year above written.

Frances Butler
 Notary Public.

Notary
 Public
 Seal.

Amended Statement.

The following items should be added to the debt mentioned on preceding page, to wit:

Cost of fire insurance paid by John F. Ruth on the mortgaged property amounting to	\$17.60
Cost of additional fire insurance paid by John F. Ruth amounting to	14.46
Taxes for year 1932 paid by John F. Ruth on the mortgaged property amounting to	50.40
Taxes on mortgaged property for year 1933 paid by John F. Ruth amounting to	<u>.32.35</u>
	\$114.81

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

I hereby certify that on this seventh day of August in the year nineteen hundred and thirty four, before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John F. Ruth, Assignee of the mortgage above mentioned, and he did make oath in due form of law that the amended statement is a true statement of the indebtedness due by said mortgage taken in connection with the preceding statement.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER
 Notary Public.

Notary
 Public
 Seal.

And on the back of the foregoing State of Mortgage debt was thus endorsed, to wit:

B. H. Turner, Clerk:
 File this Statement, enter my appearance for plaintiff.
 Madison Brown, Attorney

ORDER OF COURT
Filed June 14, 1934.

John F. Ruth, Assignee of
Mortgage,

vs.

The J. Waters Russell Realty Co.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY,

In Equity.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 9th day of June that the sale made and reported in this cause, by the Assignee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause, and the Assignee is allowed the usual trustees coms. and such proper expenses as he shall produce vouchers for to the auditor, and it is further ordered that as Madison Brown, the auditor of the Court is acting as the attorney for John F. Ruth, the plaintiff, that the papers and proceedings of this cause are hereby referred unto Edwin H. Brown, Jr. as special auditor, with instructions to him to state an account between the said plaintiff as vendor and the proceeds of the sale and to return said account to this Court.

THOMAS J. KEATING

It appears to the Court from the foregoing Report of Sale that the Vendor making the sale of this cause, John F. Ruth, is the same person who became the purchaser of the property sold by him at the sale set forth in said Report of Sale. It is therefore ordered by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court that Madison Brown, attorney at law, be and he is hereby appointed a trustee to convey the property so sold by the said Vendor to the said purchaser on the payment of the purchase money without the necessity of giving a bond as such trustee.

THOMAS J. KEATING

June 14th, 1934.

AUDITOR'S REPORT AND ACCOUNT
Filed October 11, 1934.

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

John F. Ruth, Assignee

vs.

The J. Waters Russell Realty
Company.

Chancery Docket

Cause No. 2978.

To the Honorable the Judges of said Court;-

The report of Edwin H. Brown Jr. Special Auditor, to your Honors respectfully sets forth:

That he was appointed by an order of this court dated June 9th. 1934 and that before proceeding he qualified by taking the necessary oath before the clerk of the court and signing the test book.

That in the within account stated by your auditor John F. Ruth, assignee of mortgage and vendor, is charged with the gross proceeds of the sale made by him, per report of sale filed, and that he is then allowed there-out as follows: his commissions in accordance with the terms of the mortgage, the cost of advertising the several orders nisi of this cause, the court costs of this cause per bill of Clerk, the fee of the auctioneer selling said land per receipted bill, the amount of his mortgage claim, including principal and interest and costs of insurance and taxes on mortgaged property as per statement of debt filed in this cause and the auditor's fee.

Your auditor is informed that proceedings will be taken to have the balance of the proceeds of sale applied to a judgment debt and your auditor therefore has directed that the balance of the proceeds of the sale of the mortgaged property after the payments of the costs and mortgaged indebtedness be held subject to the future order of this court.

Respectfully submitted

October 6th. 1934.

EDWIN H. BROWN JR.
Special Auditor.

The proceeds of the sale of the mortgage real estate of the J. Waters Russell Realty Company, a corporation and mortgagor making the mortgage mentioned in this cause, in account with John F. Ruth, assignee of said mortgage and vendor making the sale of said mortgage real estate.

Cr.

1933
Dec. 16. By gross proceeds of the sale of the said mortgaged real estate per report of said vendor filed, to wit;- \$2,500.00

DR.

" "	To John F. Ruth, vendor for his commissions for making the sale per terms of the mortgage---	\$ 145.00	
" "	do., per court costs of this cause per clerk's statement, as follows:- Costs of B. Hackett Turner, Clerk \$18.75 Appearance fee of Madison Brown <u>10.00</u>	28.75	
" "	do., for amount paid J. E. Anthony for crying sale so made, per his receipt for same	5.00	
" "	do., for costs of advertising this sale and order nisi thereon in Queen Anne's Record, per receipted account for same	16.13	
" "	do., for costs of advertising the order nisi to be passed as to this audit	2.50	
" "	Edwin H. Brown Jr. Special Auditor for stating this account	4.50	
" "	John F. Ruth, Assignee of mortgage in full of his mortgage claim due on said mortgage on day of sale per statement of debt filed, for principal and interest \$1,612.33 for costs of insurance and taxes on mortgaged property paid by him <u>114.81</u>	\$1727.14	
	To balance to remain subject to future order of this court	<u>570.98</u>	
		\$2,500.00	<u>\$2,500.00</u>

EDWIN H. BROWN JR.
Special Auditor.

October 6th. 1934.

NISI RATIFICATION OF AUDIT

John F. Ruth, Assignee	}	IN THE CIRCUIT COURT
VS.	}	FOR QUEEN ANNE'S COUNTY
The J. Waters Russell Realty Company.	}	IN EQUITY
	}	CASE No. 2978.

ORDERED, This 11th. day of October in the year nineteen hundred and 34, 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 5th. day of November, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of October, 1934 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed Oct. 11, 1934.

PETITION
Filed October 11, 1934.

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

John F. Ruth, assignee,

vs.

The J. Waters Russell Realty Company,
a corporation.

Cause No. 2978

To the Honorable, the Judges of said Court:-

The petition of John F. Ruth as a judgment creditor of Joseph A. Bolch and Catherine J. Bolch, his wife, as hereinafter set forth, unto Your Honors respectfully sets forth:-

1. That the defendant of this cause, The J. Waters Russell Realty Company, the corporation making the mortgage described in this cause, after making the mortgage mentioned and before the sale of this cause had been made, to wit: on or about the 7th day of December, 1921, being then the owner of the mortgaged property, by a deed bearing date December 7, 1921, granted and conveyed the mortgaged property subject to the lien of said mortgage unto Charles B. Burk and Annie H. Burk who by the terms of said deed assumed the payment of said mortgage, and this deed was filed for record with the Clerk of said Court on December 10, 1921, and was duly recorded by him in land record book J. F. R. No. 8, on folio 70, all of which will appear by reference to a copy of said deed duly certified marked "Exhibit No. 1" filed with this petition as part hereof.
2. That the said Charles B. Burk and Annie H. Burk after the receipt by them of the deed above mentioned and before the sale of this cause had been made, to wit: on or about the 2nd. day of April, 1926, by a deed bearing that date, granted and conveyed the mortgaged property, but subject to the lien of said mortgage, unto said Joseph A. Bolch and Catherine J. Bolch, his wife, who by the terms of said deed became tenants by the entirety of the property conveyed and assumed the payment of said mortgage, and said deed was filed with the Clerk of this Court for record on the 3rd. day of April, 1926 and was by him duly recorded in land record book B. H. T. No. 5, on folio 131, all of which will appear by reference to a duly certified copy of said deed marked "Exhibit No. 2" filed herewith as part hereof.
3. That your petitioner, the said John F. Ruth, while the said Joseph A. Bolch and Catherine J. Bolch, his wife, were owners of said property and before the time of the sale of the mortgage property under these proceedings, to wit: on June 15, 1932, did obtain on the law side of this court and in case No. 42 Appearances, May Term 1932, a judgment against both the said Joseph A. Bolch and Catherine J. Bolch, his wife, for a debt of \$500.00 and for commissions for collection of 50.00 and for costs of suit and with all exemptions waived; all of which will appear from a duly certified copy of said Judgment, marked "Exhibit No. 3", filed herewith as part hereof.
4. That on the day of the sale of this cause, to wit: December 16, 1933 said judgment was unpaid, was due for its full amounts, and was a valid and existing lien against the mortgaged property sold in this cause.
5. That as will appear from the audit filed in the above cause the proceeds arising from the mortgage sale of this cause are more than sufficient to pay the debt due under the mortgage under which the sale of this cause was made and all costs, fees, commissions and expenses incident to the sale and provided for by the mortgage and said excess sales hereinafter called "the surplus mortgage sales".
6. That your petitioner is advised and believes that at the time of the sale of said cause no lien of any kind against the mortgaged property intervened between the lien of said mortgage and the lien of his said judgment, and that on the day of sale of this cause said judgment was on said property second in lien to said mortgage.
7. That your petitioner is advised that as the proceeds of the sale of this cause are more than sufficient said debts and costs of this cause, the lien of his said judgment was transferred by operation of law at time of the said of this cause from the land sold to the said "surplus mortgage sales" of this cause which are now in the hands of him, the said John F. Ruth as the vendor of this cause, undistributed.

Your petitioner therefor prays Your Honors to pass an order allowing him to apply the said "surplus mortgage proceeds of sales" or so much thereof as may be necessary, to the payment of his said judgment claim.

Which is respectfully submitted.

JOHN F. RUTH, petitioner
MADISON BROWN, atty for
petitioner

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

I hereby certify that on this 11th day of October in the year nineteen hundred and thirty four before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John F. Ruth, the above named petitioner, and he did make oath in due form of law that the matters and things stated in said petition are true as therein stated to the best of his knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

BARNES LEGG
Notary Public.

Notary
Public
Seal.

EXHIBIT NO. 2
Filed October 11, 1934.

.....
#11,829. 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 six, the following Deed was brought to be recorded, to wit:

THIS DEED, Made this Second day of April, in the year nineteen hundred and twenty six, by Charles B. Burk and Annie H. Burk, his wife, of Queen Anne's County, in the State of Maryland, WITNESSETH:

That in consideration of the Sum of Thirty Two Hundred Dollars, the Receipt of Eight Hundred Dollars in cash, being hereby acknowledged, and the receipt of a note for the sum of One Thousand Dollars, payable three months after date, bearing even date with these presents and the assumption of a certain Mortgage, with interest thereon from the date of these presents, now resting on the said property, and bearing date the 6th. day of December in the year nineteen hundred and twenty, and recorded among the Land Record books for Queen Anne's County, Maryland, in Liber J. F. R. NO. 6, folios 3 etc., for the sum of Fourteen Hundred Dollars and held by Elmer Golt, the said Charles H. Burk and Annie H. Burk, his wife, do hereby grant and convey in fee simple, unto Joseph A. Bolch and Catharine J. Bolch, his wife, as tenants by the entireties, the survivor of them, ALL THAT LOT OR TRACT OF LAND situate, lying and being in Crab Alley Neck on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from DOMINION SCHOOL HOUSE to PARSON'S POINT, bounding on the waters of Crab Alley Creek, and the Waters of the Coves or Tributaries of said Creek, and adjoining on the West or Northwest the Home Farm of Mary C. E. McCready, and on the East side that land of Elmer Golt heretofore sold him by Mary C. E. McCready and contained within the following metes and bounds, courses and distances according to a survey of the same made in the month of November, in the year 1920, by G. B. Taylor, Surveyor, TO WIT: BEGINNING FOR THE SAME at the Northermost corner thereof at a point in the middle of the said public road where said road is intersected by the division line between the land hereby described and conveyed and the said Home Farm of Mary C. E. McCready, and running thence with the said road South 38 degrees and 30 minutes East, (magnetic) 1000 feet to the division line between the land now described and conveyed and the said land of the said Elmer Golt; thence with the said land of the said Elmer Golt South 25 degrees and 40 minutes West 311 feet to average high water mark of one of the prongs of Crab Alley Creek; thence with the meanderings of said prong and the Waters of said Creek, 14 courses, to wit: South 71 degrees and 45 minutes West, 266 feet; South 51 degrees West, 253 feet; North 86 degrees and 30 minutes West, 100 feet; North 68 degrees and 45 minutes West, 333 feet; South 44 degrees and 40 minutes West, 227 feet; North 61 degrees and 45 minutes West, 300 feet; North 19 degrees and 30 minutes East, 100 feet; North 83 degrees and 30 minutes East, 100 feet; North 47 degrees and 15 minutes East, 300 feet; North 24 degrees and 30 minutes East, 200 feet; North 82 degrees and 40 minutes East, 117 feet; North 30 degrees East, 190 feet; North 32 degrees East 100 feet; North 4 degrees and 15 minutes West, 239 feet to the first above named division line; thence with the said first named line North 28 degrees East 230 feet to the point of beginning, containing 19.22 acres of land, more or less; the land intended to be herein conveyed being the same land as that described in the Deed from the J. Waters Russell Realty Company, a body corporate, to the said Charles B. Burk and Annie H. Burk, his wife, in the Deed dated December 7th. 1921, and recorded in Liber J. F. R. NO. 7, folios 70 etc., one of the Land Record Books for Queen Anne's County, State of Maryland, to which Deed especial reference is hereby made for an accurate description of the land intended to be herein conveyed.

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

AND the said Charles B. Burk and Annie H. Burk, his wife, covenant that they will warrant specially the property hereby conveyed, except as against the aforesaid mortgage heretofore referred to and now held by Elmer Golt, and that they will execute such further and other assurances of title as may now be requisite or should hereafter become requisite or necessary.

WITNESS THEIR HANDS AND SEALS.

Charles B. Burk (SEAL)

Annie H. Burk (SEAL)

TEST: Robert Coursey

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

I hereby certify that on this Second day of April, in the year Nineteen Hundred and Twenty Six, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Charles B. Burk and Annie H. Burk, his wife, and did each acknowledge the foregoing Deed to be their respective act and deed.

ROBERT COURSEY
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 5, folios 131, 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 this Fifth day of October, in the year nineteen hundred and thirty four.

B. HACKETT TURNER Clerk

Seal's Place.

EXHIBIT NO. 1
Filed October 11, 1934.

.....

#8984. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the tenth day of December, in the year nineteen hundred and twenty one, the following Deed was brought to be recorded, to wit:-

THIS DEED made this 7th. day of December, in the year nineteen hundred and twenty one by and between The J. Waters Russell Realty Company, a corporation created by and existing under the laws of the State of Maryland, party of the first part, and Charles B. Burk and Annie H. Burk, his wife, of Baltimore City, State of Maryland, parties of the second part.

WITNESSETH that for and in consideration of the sum of eleven hundred dollars, (\$1,100.00) the receipt of which is hereby acknowledged, and the assumption of a certain mortgage, with interest thereon from these presents, given by the said party of the first part to Elmer Golt, bearing date of December the sixth in the year nineteen hundred and twenty and recorded in Liber J. F. R. No. 6, folios 3 etc., a land record book for Queen Anne's County, Maryland, in the sum of fourteen hundred dollars (\$1,400.00) the said party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, the survivor of them, their assigns and the heirs and assigns of the survivor in fee simple, all that lot or tract of land situate, lying and being in Crab Alley Neck, on Kent Island, in the Fourth Election district of Queen Anne's County, State of Maryland, on the right side of the public road leading from Dominion School House to Parson's Point, bounding on the waters of Crab Alley Creek, and the waters of the coves or tributaries of said creek, and adjoining on the west or north west the Home Farm of Mary C. E. McCready, and on the east side that land of Elmer Golt heretofore sold him by Mary C. E. McCready, and contained within the following metes and bounds, courses and distances according to a survey of the same made in the month of November, 1920, by G. B. Taylor, surveyor, to wit:-
Beginning for the same at the northermost corner thereof at a point in the middle of the said public road where said road is intersected by the division line between the land hereby described and conveyed and the said Home Farm of Mary C. E. McCready, and running thence with the said road south thirty eight degrees and thirty minutes east, (magnetic) one thousand feet to the division line between the land now described and conveyed and the said land of the said Elmer Golt, thence with the said land of the said Elmer Golt south twenty five degrees and forty minutes west, three hundred and eleven feet to average high water mark of one of the prongs of Crab Alley Creek, thence with the meanderings of said prong and the waters of said creek fourteen courses, to wit: south seventy one degrees and forty five minutes west, two hundred and sixty six feet, south fifty one degrees west, two hundred and fifty three feet; north eighty six degrees and thirty minutes west, one hundred feet, north sixty eight degrees and forty five minutes west, three hundred and thirty three feet, south forty four degrees and forty minutes west, two hundred and twenty seven feet; north sixty one degrees and forty five minutes west, three hundred feet, north nineteen degrees and thirty minutes east, one hundred feet, north eighty three degrees and thirty minutes east, one hundred feet, north forty seven degrees and fifteen minutes east, three hundred feet, north twenty four degrees and thirty minutes east, two hundred feet, north eighty two degrees and forty minutes east, one hundred and seventeen feet, north thirty degrees east, one hundred and ninety feet, north thirty two degrees east, one hundred feet, north four degrees and fifteen minutes west, two hundred and thirty nine feet to the first above named division line, thence with the said first named division line north

twenty eight degrees east, two hundred and thirty feet to the point of beginning, containing 19.22 acres of land, more or less, being the same land and all the land granted and conveyed to The J. Waters Russell Realty Company by Mary C. E; McCready, by deed bearing date of the twenty ninth day of November, 1920, and recorded in Liber J. F. R. No. 6, folio 1 etc. a land record book for Queen Anne's County, to which deed reference is hereby made for a fuller and more accurate description.

TOGETHER WITH all buildings and improvements thereon erected, made or being and all rights, roads, ways, waters, privileges and advantages thereto attached or in anywise appertaining to the same.

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the said Charles B. Burk and Annie H. Burk, his wife, as tenants by the entireties, the survivor of them, their assigns, and the heirs and assigns of the survivor in fee simple.

And the said The J. Waters Russell Realty Company does hereby warrant specially the land hereby granted and conveyed and covenants to execute such other and further assurances of title to said land as may be or may become requisite or necessary.

And this deed further witnesseth, that the said party of the first part has heretofore appointed and by these presents does hereby appoint and constitute J. Waters Russell of Chestertown, Kent County, Maryland, its true and lawful attorney, for it and in its name and as its act and deed to affix the seal of the said body corporate and to acknowledge this deed before any person having authority in law to take acknowledgments of deeds and mortgages in order that this may be recorded.

In testimony whereof the said party of the first part has caused its name to hereunto signed and its corporate seal to be hereunto attached the day and year first above written by J. Waters Russell, its President.

The J. Waters Russell Realty Company

Test: Mary S. Schafer.

By J. Waters Russell, Pres.

Seal's
Place.

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 7th. day of December, in the year nineteen hundred and twenty one, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared J. Waters Russell, the person named and described in the letter of Power of Attorney contained in the foregoing deed and did in pursuance of the authority and power thereby granted and conferred upon him, acknowledge the foregoing deed to be the act and deed of the said body corporate, The J. Waters Russell Realty Company;

Witness my hand and Notarial seal.

Mary S. Schaefer
Notary Public.

Notary
Public
Seal.

One One dollar and One fifty
cent Internal revenue stamp,
endorsed JWRRCO. 12/7/21.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 8, folios 70, 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 fifth day of October, in the year nineteen hundred and thirty four.

B. HACKETT TURNER

Clerk.

Seal's
Place.

EXHIBIT NO. 3.
Filed October 11, 1934.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

R.T. Earle John F. Ruth

42 VS.

Joseph A. Bolch
Catherine J. Bolch.

Apprs. \$5.00
Clerk 2.65 Pd. 6/15/32.

(No. 42 Apprs. May, TERM, 1932.
)
(Filed June 15th. 1932 Order to
) docket suit, Narr and Note with
) power to enter judgment by con-
) fession &c.
)
(June 15th. 1932 Judgment enter-
) ed by confession by the defendant
) in favor of the Plaintiff for the
) sum of Five Hundred dollars, with
) interest from date hereof until
) paid, and costs of suit, with all
) exemptions waived, and fifty dollars
) 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 29th. day of September, in the year of our Lord, one thousand nine hundred and 34.

Seal's
Place.

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

Filed Oct. 11-34.

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

I hereby certify that on his 11th day of October in the year nineteen hundred and thirty four before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John F. Ruth, the judgment creditor named in the within and foregoing judgment, and he made oath in due form of law that since the day said judgment was rendered he has not received any part of the sum for which the said judgment was passed, to the best of his knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

BARNES LEGG
Notary Public.

Notary
Public
Seal.

ORDER OF COURT
Filed Oct. 12, 1934.

ORDER OF COURT.

The foregoing petition has been read and considered.

It is thereupon, on this 12th day of October in the year nineteen hundred and thirty four ordered by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, as follows:

- (1) that Edwin H. Brown, Jr., the special auditor to whom the proceedings of this cause have been heretofore referred, be and he is hereby directed to give notice by publication to be advertised once a week for four successive weeks in some weekly newspaper published in said county to all judgment creditors, lienors, assignees and to all persons claiming an interest in the equity of redemption of the land sold in this cause or in the surplus mortgage sales of this cause, to file their claims with the vouchers thereof, with him, the said special auditor, on or before a certain day to be named in said advertised notice, which day shall be sixty days from the date of the first publication of said notice;

(2) that said special auditor is hereby authorized to take such testimony as he may find necessary to establish the claims which may be filed with him, under said notice:

(3) That the said special auditor is hereby directed to state and return to this court an audit distributing the surplus mortgage proceeds of sales of this cause to the claimants filing claims under said notice according to their respective rights.

THOS. J. KEATING

Filed Oct. 12th, 1934.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Jan. 15, 1935.

NISI RATIFICATION OF AUDIT

JOHN F. RUTH, Assignee

vs.

THE J. WATERS RUSSELL REALTY COMPANY

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

CASE No. 2978.

ORDERED, This 11th day of October in the year nineteen hundred and 34, 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 5th day of November, 1934; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of October, 1934 in some newspaper printed and published in Queen Annes county.

B. HACKETT TURNER, Clerk.

True Copy Test:-

B. HACKETT TURNER, Clerk.

Filed October 11, 1934.

THE CENTREVILLE TIMES

Centreville, Md. January 15, 1935

THE CENTREVILLE TIMES PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of John F. Ruth, Assn. vs. the J. Waters Russell Realty Company a true copy of which is hereto annexed, was inserted in THE CENTREVILLE TIMES, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks the first publication thereof having been made in said newspaper on the 13th day of October, 1934, being more than two weeks before the 29th day of October 1934.

THE CENTREVILLE TIMES PUBLISHING CO.

By Bertha G. Durney

Filed Jan. 15th, 1935.

CERTIFICATE OF PUBLICATION OF
NOTICE TO LIEN CREDITORS
Filed Jan. 19, 1935.

NOTICE OF LIEN CREDITORS

JOHN F. RUTH, Assignee,

vs.

THE J. WATERS RUSSELL REALTY
COMPANY, A CORPORATION.

IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY, IN EQUITY.

CAUSE NO. 2978.

Notice is hereby given to all judgment creditors, lienors, assignees and to all persons claiming an interest in the equity of the land sold through above cause and/or in the surplus mortgage sales of said cause, to file their claims with the vouchers thereof with me, the undersigned, on or before the 12th day of December next.

After the expiration of that date I will state and return to said Court, an audit distributing the surplus mortgage proceeds of sales to those who may be entitled thereto.

Done under my hand this 12th day of October, 1934, pursuant to order of said court.

EDWIN H. BROWN, JR.
Special Auditor appointed in above cause.

THE CENTREVILLE TIMES

Centreville, Md., January 15, 1935

THE CENTREVILLE TIMES PUBLISHING CO. hereby certifies that the Notice to Lien Creditors in the case of John F. Ruth, Assn. vs. the J. Waters Russell Realty Company, a corporation a true copy of which is hereto annexed, was inserted in THE CENTREVILLE TIMES, 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, 1934, being more than**** before the day of 193 .

THE CENTREVILLE TIMES PUBLISHING CO.

By Bertha G. Durney

AUDITOR'S SECOND REPORT
AND ACCOUNT

Filed January 19, 1935.

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

John F. Ruth,
Assignee

vs.

The J. Waters Russell
Realty Company

Chancery Docket

Cause No. 2978.

To the Honorable, the Judges of said Court;-

The report of Edwin H. Brown Jr. Special Auditor, to your Honors respectfully sets forth:-

That in pursuance of an order of this Court passed in this cause on the twelfth day of October, in the year nineteen hundred and thirty four, your auditor gave notice to all judgment creditors, lienors, assignees and to all persons claiming an interest in the equity of the land slod through this cause and/or in the surplus mortgage sales of said cause, to file their claims with vouchers thereof with him on or before the twelfth day of December, in the year nineteen hundred and thirty four, by publishing a notice in The Centreville Times, a newspaper then printed and published in Queen Anne's County, Maryland, once a week for four successive weeks, the first insertion being sixty days before the twelfth day of December, nineteen hundred and thirty four, a certificate of the publication of said notice being filed herewith as part of this report.

That only one claim has been filed with your auditor, that being the claim of John F. Ruth a judgment creditor.

That your auditor, after an examination of the records and the papers filed in this cause did not deem it necessary to take any testimony, and that he has awarded to John F. Ruth, judgment creditor, on account of his judgment lien, the balance, as per previous audit in this cause, after deducting the charges and costs incident to this audit,

That in the within account stated by your auditor, John F. Ruth, assignee of mortgage and vendor is charged with balance as per audit filed in this cause on October the eleventh, nineteen hundrrd and thirty four, and he is allowed thereout, as follows:
the costs of published notice to lien creditors, auditors fee for stating this account and the court costs ince filing first account, and the costs of publication of the nisi on this account, and the balance on account of the judgment of John F. Ruth against Joseph A. Bolch and Catherine J. Bolch, which balance is not enough to pay said judgment in full. A Statment of said judgment is filed below, Respectfully submitted

EDWIN H. BROWN JR.
Special Auditor.

Judgment of John F. Ruth vs
Joseph A. Bolch and Catherine J.
Bolch; 42 app. May Term 1932,

dated June 15, 1932 for	\$500.00
Int. from June 15, 1932 to	
Oct. 12, 1934	69.75
Commissions	50.00
Costs	7.65
Total	<u>\$627.40</u>

January 19th. 1935.

The balance of the proceeds of the sale of the mortgage real estate sold in this cause, in account with John F. Ruth, assignee of said mortgage and vendor making the sale of said mortgage real estate.

Cr.	
1934	
Oct. 12.	By balance of the sale of the said mortgage real estate as per audit filed in this cause on October 11th. 1934, to wit;-
	\$570.98

Dr.	
" "	To John F. Ruth, vendor per court costs since filing last audit, per clerk's statment
	\$ 6.50
" "	do., per costs of advertising notice to lien creditors per bill of The Centreville Times
	3.75
" "	do., for costs of advertising the order nisi to be passed as to this audit
	2.50
" "	Edwin H. Brown Jr. Special Auditor for stating this account
	4.50
" "	John F. Ruth judgment creditor of Joseph A. Bolch and Catherine J. Bolch, on account of said judgment the balance, to wit
	553.73
	<u>\$570.98</u>
	<u>\$570.98</u>

EDWIN H. BROWN JR.
Special Auditor.

January 19th. 1935.

NISI RATIFICATION OF AUDIT

John F. Ruth, assignee,	}	IN THE CIRCUIT COURT
VS.		FOR QUEEN ANNE'S COUNTY
The J. Waters Russell Realty Company		IN EQUITY
		CASE No. 2978 Chy.

ORDERED, This 19th day of January in the year nineteen hundred and thirty five that the Report and Account filed in these proceedings by Edwin H. Brown Jr., Special Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16th day of February 1935; provided a copy of this order be published once a week in each of two successive weesk before the 9th day of February 1935 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed January 19th, 1935.

ORDER OF COURT
Filed February 27, 1935.

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

John F. Ruth, assignee,	(
vs.	
J. Waters Russell Realty Company,	

ORDER OF COURT.

It is on this 27th day of February, 1935, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court that the within and foregoing report of Edwin H. Brown, junior, as special auditor, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the order nisi passed in this cause on the 11th day of October, 1934, in relation to said report and account; and it is further ordered that John F. Ruth, the party making sale of this cause be and he is hereby directed to apply the proceeds of sale in accordance with said report and account with a due proportion of the interest received or to be received on credit sales to the commissions of the vendor, the mortgage debt and the amount directed to be retained subject to the future order of the court.

THOS. J. KEATING

Filed February 27th, 1935.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed February 27, 1935.

NISI RATIFICATION OF AUDIT

JOHN F. RUTH, Assignee
vs.
The J. WATERS RUSSELL REALTY COMPANY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 2978 Chg.

ORDERED, This 19th day of January in the year nineteen hundred and thirty-five that the Report and Account filed in these proceedings by Edwin H. Brown, Jr., Special Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16th day of February 1935, provided a copy of this order be published once a week in each of two successive weeks before the 9th day of February, 1935 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed January 19, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., February 26, 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of John F. Ruth Assn., vs. The J. Waters Russell Realty Company 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 January 1935, being more than two weeks before the 16th day of February 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT
Filed February 27, 1935.

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

John F. Ruth, assignee,

vs.

The J. Waters Russell
Realty Company.

(
)
(
)
(
)
(
)
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Cause No. 2978.

ORDER OF COURT

It is on this 27th day of February, 1935, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of said Court ordered that the within and foregoing report and account of Edwin H. Brown, 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 January 19, 1935 in relation to said report and account; and it is further ordered that John F. Ruth, the party making the sale of said cause, be and he is hereby directed to apply the proceeds of sale accordingly.

THOS. J. KEATING

Filed Feb. 27th, 1935.

Cause No. 3021.

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

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, Mortgagee,

vs.

J. PRICE BRYAN and
COUNCELL A. BLAKE, co-partners
trading and doing business as the Chester-
field Garage, 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 H. Price Bryan and Councella. Blake, co-partners trading and doing business as the Chesterfield Garage, 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, bearing date the 28th day of April, 1920, and recorded in Liber J. F. R. No. 4, folios 394, 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.,

HOWARD E. PRICE
Mortgagee.

HARPER & HORNEY
Solicitors for Mortgagee.

LETTER FROM PRICE TRUSTEE TO
HARPER AND HORNEY, ATTORNEYS
Filed February 5, 1935.

FIDELITY - PHENIX
FIRE INSURANCE COMPANY OF
NEW YORK

Ernest Sturm, Chairman of the Board
Bernard M. Culver, President

McKenney & Price, Agents
408 Lawyers Row Centreville, Md.

February 5th, 1935.

Messrs. Harper and Horney,
Attorneys at Law,
Centreville, Maryland.

Gentlemen:

I hand you herewith the mortgage from H. Price Bryan and Councell A. Blake, co-partners trading and doing business as the Chesterfield Garage, 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, bearing date the 28th day of April, 1920, and recorded in Liber J. F. R. No. 4, folios 394, etc., a land record book for Queen Anne's County, Maryland.

I desire to employ you to collect the debt secured by said mortgage, together with the interest due thereon, and direct you to proceed at once to docket suit in my name as Trustee in the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan, Mortgagee, against H. Price Bryan and Councell A. Blake, co-partners trading and doing business as the Chesterfield Garage, Mortgagors, for the purpose of foreclosing said mortgage to the end that the property covered by said mortgage may be sold under the power of sale contained therein to pay the mortgage debt, interest, past due taxes and all costs and charges connected with the foreclosure proceeding.

My authority to emply counsel was gratned by the Circuit Court for Queen Anne's County in Equity and I hereby agree to compensate you, subject to the approval of said Court, by the payment of a commission of five per centum (5%) of the mortgage debt and interest, for collecting the same.

Respectfully,

HOWARD E. PRICE
Trustee for Annie E. Bryan.

CERTIFIED COPY OF MORTGAGE
Filed Feb. 5, 1935.

.....
#7742. Q U E E N A N N E ' S C O U N T Y , T O W I T : Be it remembered that on the twenty ninth day of April, in the year nineteen hundred and twenty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this twenty eighth day of April, in the year nineteen hundred and twenty by H. Price Bryan and Councell A. Blake, of Queen Anne's County, in the State of Maryland, co-partners trading and doing business as the Chesterfield Garage.

WHEREAS, the said H. Price Bryan and Councell A. Blake, co-partners trading and doing business as the Chesterfield Garage, are justly indebted unto Howard E. Price of Queen Anne's County aforesaid, trustee in the matter of the trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan, being cause #2224 in the Circuit Court for Queen Anne's County, in Equity, in the full sum of TWELVE HUNDRED DOLLARS (\$1200.00) for money this day loaned to the said H. Price Bryan and Councell A. Blake, co-partners trading and doing business as the Chesterfield Garage, by the said Howard E. Price, trustee as aforesaid, for the purpose of completing the payment by the said co-partners of the purchase money on the hereinafter mentioned and described real estate;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said principal sum of TWELVE HUNDRED DOLLARS (\$1200.00) shall be repaid unto the said Howard E. Price, trustee as aforesaid, 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, the said loan was made upon the express precedent condition and agreement that the aforesaid sum of TWELVE HUNDRED DOLLARS (\$1200.00) and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW THEREFORE THIS MORTGAGE WITNESSETH, that in the consideration of the premises and of the sum of One Dollars (\$1.00) the said H. Price Bryan and Councell A. Blake, co-partners trading and doing business as the Chesterfield Garage, do hereby grant and convey unto 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, their successors and assigns, in fee simple, all that lot, part of a lot or parcel of land situate on the south west side of Water Street, in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described by metes, bounds, courses and distances as follows: BEGINNING at a stone on the south west side of Water Street extended at the corner formed by the interesection with Water Street extended of a street dedicated by Sarah M. Newnam and running with said Street dedicated by said Newnam in a southwesterly direction one hundred and fifty feet, more or less, to the land of Alice C. Trundle heirs or assigns; thence with said Trundle land, parallel to said Water street extended, in a southeasterly direction one hundred and seventy five feet, more or less, to a point where the lot hereby granted, the Boyer land, the W. H. Gibson land, formerly the Feddeman land, and said Trundle land corner; thence with the Gibson land, the land of Alfred Green, formerly the land of Annie E. Palmer, in a northerly direction to a stone on the south west side of Water Street extended; and thence with said street fifty feet, more or less, to the aforesaid BEGINNING, being the same land conveyed to H. Price Bryan and Councell A. Blake, co-partners trading and doing business as the Chesterfield Garage, by Daniel G. Connelly and Ida E. Connelly, his wife, by deed dated the twenty eighth day of April, in the year Nineteen hundred and twenty and to be recorded among the Land Record Books of 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 H. Price Bryan and Councill A. Blake, co-partners trading and doing business as the Chesterfield Garage, their successors, heirs, executors, administrators or assigns shall well and truly pay to the said Howard E. Price, Trustee as aforesaid his successors, executors, administrators, or assigns the aforesaid sum of Twelve Hundred dollars (\$1200.00) and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said H. Price Bryan & Councill A. Blake, co-partners, trading and doing business as the Chesterfield Garage, their heirs and assigns shall possess said property.

AND the said H. Price Bryan and Councill A. Blake, co-partners trading and doing business as the Chesterfield Garage, their successors, heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of their insurable value in some Company or Companies approved by the said Howard E. Price, trustee as aforesaid, 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 Howard E. Price, trustee as aforesaid, his successor 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 H. Price Bryan and Councill A. Blake, co-partners trading and doing business as the Chesterfield Garage, 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 Howard E. Price, trustee as aforesaid, 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 H. Price Bryan and Councill A. Blake, co-partners trading and doing business as the Chesterfield Garage, for themselves, their & each of their successors heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS the hands and seals of the said mortgagors the day and year first above written:-

H. PRICE BRYAN (SEAL)

COUNCELL A. BLAKE (SEAL)

Co-partners trading & doing
business as the Chesterfield Garage.

TEST:

E. M. FORMAN

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

I hereby certify that on this 28th day of April, in the year Nineteen hundred and twenty, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared H. Price Bryan and Councill A. Blake, co-partners trading and doing business as the Chesterfield Garage, and each acknowledged the foregoing Mortgage to be their respective act; and at the same time personally appeared 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 made oath in due form of law that the consideration

stated in the foregoing Mortgage is true and bona fide as therein set forth.

EZEKIEL M. FORMAN
Justice of the Peace.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 4, folios 394, 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 Fifth day of February, in the year nineteen hundred and thirty five.

WILLIAM H. CARTER Clerk.

Seal's
Place.

CERTIFIED COPY OF BOND
Filed Feb. 28, 1935.

Queen Anne's County, to Wit: Be it remembered that on the 28th. day of February in the year 1935, 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, Howard E. Price, of Queen Anne's County, State of Maryland, and the United States FIDELITY AND GUARANTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of 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 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 28th day of February, in the year nineteen hundred and thirty five;

Whereas, the above bounden Howard E. Price, as the Mortgagee of a certain mortgage from H. Price Bryan and Councell A. Blake, co-partners trading and doing business as the Chesterfield Garage, to 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, bearing date the 28th day of April, 1920, and recorded in Liber J. F. R. No. 2, folios 394, etc., a land record book for Queen Anne's County aforesaid, is about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage 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 CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Howard E. Price, 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:

Wm. R. Horney

Attest:
Wm. R. Horney

Howard E. Price (SEAL)

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By McKenney and Price Agts.
ITS ATTORNEYS IN FACT.

Seal's
Place.

And on the front of the foregoing Bond was thus endorsed to wit:
Security approved and Bond filed Feb. 28th 1935.

Seal's
Place.

Wm. H. Carter Clerk

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1 fol. 310 a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 28th day of February, in the year 1935.

Seal's
Place.

William H. Carter Clerk

REPORT OF SALE
Filed March 5, 1935.

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, Mortgagee,

vs.

H. PRICE BRYAN and
COUNCELL A. BLAKE, co-partners trading and doing business as the Chesterfield Garage, Mortgagors.

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

Cause No. 3021.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report 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, the mortgagee named in 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 therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from H. Price Bryan and Councell A. Blake, co-partners trading and doing business as the Chesterfield Garage, to the said Howard E. Price, Trustee as aforesaid, bearing date the 28th day of April, 1920, and recorded in Liber J. F. R. No. 4, folios 394, etc., a land record book for Queen Anne's County, Maryland.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said Howard E. Price, Trustee as aforesaid, Mortgagee, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which could be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was, by the said Clerk, duly approved prior to the sale hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer and The Queen Anne's Record, two newspapers printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said Howard E. Price, Trustee as aforesaid, Mortgagee, 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 5th day of March, 1935, beginning 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 and conveyed by said mortgage, that is to say: he then and there offered at public sale to the highest bidder, the property conveyed by said mortgage, to wit: ALL that lot, part of a lot or parcel of land, formerly known as the "Shirt Factory Property" and/or "Chevrolet Building", situate, lying and being on the southwest side of Water Street, in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, having a frontage on said Water Street and/or Chesterfield Avenue of 50 feet, more or less, and a depth therefrom on Belvedere Avenue of 150 feet, more or less, and sold the same to Harry F. Callahan, of Queen Anne's County aforesaid, at and for the sum of Sixteen Hundred and Twenty Five Dollars (\$1,625.00), he being then and there the highest bidder therefor at said sum. A Certificate of the advertisement of sale in The Centreville Observer, a newspaper printed and published as aforesaid in Queen Anne's County 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 Mortgagee that the purchaser would be given possession immediately upon compliance with the terms of sale; that the taxes, state, county and town,

for the year 1935 would be payable by the purchaser and that all taxes due and in arrears would be paid by the Mortgagee; that there was no fire insurance on the buildings but that the purchaser would be expected to insure said buildings as of the day of sale for the protection of himself and the mortgagee pending final ratification of the sale by this Court; and that the cost of all title papers would be at the expense of the purchaser.

5. That the said Harry F. Callahan has complied with the terms of sale by paying into the hands of said Mortgagee the sum of Five Hundred Dollars (\$500.00) as required by the advertised terms of sale, and has agreed to pay the balance of said purchase money, with interest, upon the ratification of the sale of this Court.

Respectfully submitted,

HOWARD E. PRICE
Trustee, Mortgagee.

HARPER & HORNEY
Attorneys for Mortgagee.

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

I HEREBY CERTIFY that on this 5th day of March, in the year nineteen hundred and thirty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard E. Price, Trustee as hereinbefore set forth, Mortgagee, and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale reported was fairly made.

WILLIAM H. CARTER
Clerk.

Filed March 5th, 1935.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed March 5, 1935.

MORTGAGEE'S SALE
Of A Valuable
BUSINESS PROPERTY

Default having occurred in the mortgage from H. Price Bryan and Councill A. Blake, co-partners trading and doing business as the Chesterfield Garage, to Howard E. Price, Trustees in the matter of the Trust created by the Will of William J. Price, deceased, for and in behalf of Annie E. Bryan, dated April 28th, 1920, and recorded in Liber J. F. R. No. 4, folios 394, etc., a land record book for Queen Anne's County, Maryland, the undersigned mortgagee, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on
TUESDAY, MARCH 5, 1935

Beginning at the hour of 1.30 o'clock P. M., the property conveyed by said mortgage, to wit:

ALL that lot, part of a lot or parcel of land, formerly known as the "Shirt Factory Property" and/or "Chevrolet Building," situated, lying and being on the southwest side of Water Street, in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, having a frontage on said Water Street and/or Chesterfield Avenue of 50 feet, more or less, and a depth therefrom on Belvedere Avenue of 150 feet, more or less.

The improvements consist of a large warehouse, storehouse and/or garage suitable to the use of numerous businesses.

TERMS OF SALE: A cash deposit of \$500.00 will be required on day of sale. One-third of the purchase price, less the cash deposit of \$500.00 will be required upon the ratification of the sale by the Circuit Court for Queen Anne's County in Equity, and the balance of said purchase price will be required in two equal installments, payable, respectively, in 6 and 12 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.

HOWARD E. PRICE,
Trustee for Annie E. Bryan,
Mortgagee

HARPER & HORNEY, Attorneys,
J. ELMER ANTHONY, Auctioneer.

Centreville, Md., March 5, 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgagee's Sale in the case of Howard E. Price, trustee vs. H. Price Bryan and Councill A. Blake co-partners trading as Chesterfield Garage 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 7 day of Feb., 1935, being more than 4 weeks before the 5 day of March 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

"EXHIBIT A"

Filed March 5th, 1935.

N I S I

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, Mortgagee,

VS.

H. Price Bryan and Councill A. Blake, Co-partners trading and doing business as the Chesterfield Garage, Mortgagors.

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

CHANCERY NO. 3021.

ORDERED, This 5th day of March A. D., 1935, that the sale of the real estate made and reported in this cause by Howard E. Price, Trustee, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of April next.

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

Filed March 5th, 1935

WILLIAM H. CARTER Clerk

STATEMENT OF MORTGAGE DEBT
Filed April 15, 1935.

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, Mortgagee.

vs.

H. PRICE BRYAN and COUNCELL A. BLAKE, co-partners trading and doing business as the Chesterfield Garage, Mortgagors.

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

Cause No. 3021.

STATEMENT OF MORTGAGE DEBT

Statement of the principal mortgage debt, interest, etc., due as of the day of sale, under the mortgage from H. Price Bryan and Councill A. Blake, co-partners trading and doing business as the Chesterfield Garage, 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, bearing date the 28th day of April, 1920, and recorded in Liber J. E. G. No. 4, folios 394, etc., a land record book for Queen Anne's County, Maryland:

Amount of the principal mortgage debt due as of the 5th day of March, 1935, (the day of the sale of the real estate made and reported in this cause), secured by said mortgage attached hereto,-----\$1,200.00

Amount of the interest on the said principal mortgage debt from the 28th day of October, 1931, to the said 5th day of March, 1935, (the day of the sale),----- 241.40

Amount of the principal mortgage debt and the interest due thereon to the said 5th day of March, 1935, (the day of the sale as aforesaid),----- \$ 1,441.40

Amount of the commissions due Harper and Horney, Attorneys at Law, in whose hands the mortgage was for collection on the day of sale, (see order of Court directing Trustee to employ counsel and Trustee's letter to said attorneys filed among the proceedings in this cause), to wit: 5% on the sum of \$1,441.40,----- 72.07

TOTAL amount of the principal mortgage debt, interest and commissions as above set forth,----- \$ 1,513.47

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

I HEREBY CERTIFY that on this 15th day of April, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard E. Price, Trustee as aforesaid, the within named mortgagee, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WM. H. CARTER
Clerk

Filed Apr. 15th, 1935.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF ORDER NISI
Filed May 10, 1935.

N I S I

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, Mortgagee,

vs.

H. PRICE BRYAN and COUNCELL A. BLAKE, Co-Partners, trading and doing business as the Chesterfield Garage, Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3021.

ORDERED, this 5th day of March A. D., 1935, that the sale of the real estate made and reported in this cause by Howard E. Price, Trustee Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of April next.

The Report states the amount of sale to be \$1,625.00.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed March 5, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., May 10th, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Howard E. Price, Trustee in the case of Annie E. Bryan Mtg. vs. H. Price Bryan and Councill A. Blake 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 7th day of March, 1935, being more than four weeks before the 8th day of April, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed May 10th, 1935.

CERTIFIED COPY OF ORDER OF COURT
Filed May 14, 1935.

In the Matter of the Trust created
by the will of William J. Price, de-
ceased, for and in behalf of
ANNIE E. BRYAN

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

Cause No. 2224.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this fifth day of February, 1935, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that Howard E. Price, Trustee of Annie E. Bryan, be and he is hereby authorized, directed and empowered to fore-close the mortgage from H. Price Bryan and Councill A. Blake, co-partners trading and doing business as the Chesterfield Garage, bearing date the 28th day of April, 1920, and recorded in Liber J. F. R. No. 4, folios 394, etc., a land record book for Queen Anne's County, Maryland.

And it is further ORDERED that the said Howard E. Price, Trustee as aforesaid, be and he is hereby authorized, directed and empowered to employ counsel to aid and assist him with the foreclosure proceeding, the compensation therefor to be hereafter fixed by the Court. And it is further ORDERED that the said Howard E. Price, Trustee as aforesaid, report to this Court at the proper time his proceedings under this order.

THOMAS J. KEATING

Filed February 5, 1935.

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

I hereby certify that the foregoing is truly taken and copied from the Original Order of Court filed in the above entitled case February 5, 1935, 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 Fourteenth day of May, in the year nineteen hundred and thirty five.

WILLIAM H. CARTER Clerk.

Seal's
place.

ORDER OF COURT
Filed May 14, 1935.

FINAL ORDER OF RATIFICATION

ORDERED, this 14th day of May, 1935, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by Howard E. Price, Trustee in the Matter of the Trust created by the will of William J. Price, deceased, for and in behalf of Annie E. Bryan, Mortgagee, 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 Howard E. Price, Trustee as aforesaid, Mortgagee, is allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOS. J. KEATING

Filed May 14th, 1935.

REPORT AND ACCOUNT OF THE
AUDITOR.
Filed June 10, 1935.

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

Howard E. Price, Trustee, etc.,

vs.

H. Price Bryan, et al., etc.

(
)
(
)
(
)

Cause No. 3021.

To the Honorable, the Judges of said Court:

The report of Madison Brown, your auditor, unto Yours Honors respectfully sets forth:-

That Howard E. Price, the plaintiff of this cause, instituted the cause for the purpose of collecting a mortgage debt due to him by the mortgagors and he made sale of the mortgaged property as such mortgagee under the power of sale contained in the mortgage, and the proceeds of the sale did not amount to enough to pay the mortgage debt due him on the day of sale and the costs of the sale under the mortgage.

That in the within account the said vendor is charged with the gross amount of the sale made by him and then thereout the following disbursements have been made:
 1- To him, Howard E. Price the vendor for making the sale, his commissions for making the sale, the costs incident to the sale and the taxes levied upon the mortgaged property in arrears at the time of sale and paid by him.
 2- Unto the auditor his fee for stating the audit.
 3- Unto Howard E. Price, trustee, as the mortgagee of the cause, the balance of the amount so charged to him remaining after these disbursements on account of his mortgaged debt.

The auditor has stated the account between the mortgagors and mortgagee and appends the same to the audit and this account shows the balance due by the mortgagors to the mortgagee on the day of sale after the application to the debt of the net proceeds of the sale.

Which is respectfully submitted.

MADISON BROWN,
Auditor.

June 10, 1935.

Cause No. 3021

The proceeds of the sale of the mortgaged real estate of H. Price Bryan and Councill A. Blake, co-partners trading as "The Chesterfield Garage", mortgagors, in account with Howard E. Price, trustee, mortgagee and as such the person making the sale of this cause under the mortgage herein described.

1935 March 5		CR.	
		By gross proceeds of the mortgage sale, per report of sale filed, the sum of	\$ 1,625.00
" "		DR.	
		To Howard E. Price, the person making the sale, for his commissions for so doing per the terms of said mortgage	\$103.75
		To do., for the court costs of this cause, as follows, to wit: Costs of Wm. H. Carter, clerk: . . . \$18.75 Appear. fee of Harper & Horney . . . 10.00 per statement \$28.75	28.75
		To do., for the costs of his bond filed herein with corporate surety thereon, per receipted account for same exhibited, to wit:	10.00
		To do., for the costs of advertising in The Centreville Observer, notice of sale \$13.88 order nisi on sale 3.75 order nisi on this audit 2.50 per itemized statement \$20.13	20.13
		To do., for the costs of advertising the notice of sale in the Queen Anne Record per statement exhibited, to wit:	12.38
		To do., for the charges of J. E. Anthony, for crying the sale made, the sum of	15.00
		To do., for State and County taxes paid by him to Anna Q. Skinner, treas., on the mortgaged property sold, per her receipted statements exhibited, for year 1932 \$61.11 for year 1933 40.32 for year 1934 33.30 a total of \$134.73	134.73
		To Madison Brown, auditor, for stating this account, the sum of	9.00 \$398.49
		To Howard E. Price, trustee, mortgagee of this cause, on account of his mortgage claim as of day of sale, this balance, to wit: . . . \$1,226.51	\$1,625.00 \$1,625.00

June 10, 1935.

MADISON BROWN
Auditor.

Cause No. 3021

STATEMENT OF MORTGAGE DEBT

H. Price Bryan and Councill A. Blake, co-partners trading
as "The Chesterfield Garage", mortgagors,
to
Howard E. Price, trustee, mortgagee, DR.

1935

Mar. 5 To amount due by them to him under the mortgage
of this cause on this date, day of sale of this
cause, interest and commissions of their attorneys
per statement of mortgage debt filed \$1,513.47

CR.

" " By net proceeds of the sale of this cause distribut-
ed to said mortgagee by foregoing account, 1,226.51

DR.

" " To balance due by them to him after sale,
bearing interest from March 15, 1935 \$ 286.96

June 10, 1935.

MADISON BROWN
Auditor.

NISI RATIFICATION OF AUDIT

Howard E. Price, Trustee, etc.,) IN THE CIRCUIT COURT
VS.) FOR QUEEN ANNE'S COUNTY
H. PRICE BRYAN, et al. etc.) IN EQUITY
) CASE No. 3021.

ORDERED, this 11th day of June in the year nineteen
hundred and thirty five that the Report and Account filed in these proceedings
by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary
thereof be shown on or before the 8th day of July 1935; provided a copy of this
order be published once a week in each of two successive weeks before the 28th day
of June 1935 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed June 10th, 1935.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed July 8th, 1935.

NISI RATIFICATION OF AUDIT

HOWARD E. PRICE, Trustee, etc.
vs.
H. PRICE BRYAN, et. al., etc.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3021.

ORDERED, This 11th day of June in the year nineteen
hundred and thirty-five that the Report and Account filed in these proceedings
by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary
thereof be shown on or before the 8th day of July, 1935; provided a copy of this
order be published once a week in each of two successive weeks before the 28th day
of June 1935 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

True copy Test:

WILLIAM H. CARTER, Clerk

Filed June 10th, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., July 8 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Howard E. Price, Trustee etc. vs. H. Price Bryan, et al., etc. 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 13th day of June, 1935, being more than two weeks before the 28th day of June, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed July 8th, 1935.

ORDER OF COURT
Filed July 9, 1935.

HOWARD E. PRICE, Trustee, etc.,

vs.

H. PRICE BRYAN, et al., etc.

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

Cause No. 3021.

FINAL RATIFICATION OF AUDIT

ORDERED, this 9th day of July, in the year nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Trustee, Mortgagee, Howard E. Price, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustee Mortgagee.

THOS. J. KEATING

Filed July 9th, 1935.

CHANCERY NO. 3014

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

H. B. W. Mitchell, Assignee
of Mortgage,

vs.

Julius Marchleck and Sarah
Marchleck, his wife, Mortgagors.

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

No.

B. Hackett Turner, Clerk:

You will please docket suit on the Equity side of the Court as per the above titling and file certified copy of mortgage from Julius Marchleck and Sarah Marchleck, his wife, to The Queenstown Bank of Maryland, a body corporate, dated the 27th. day of March, 1930, and recorded in liber B. H. T. No. 11, a land record book for Queen Anne's County, folio 5, and the assignment thereof.

H. B. W. MITCHELL
Solicitor for plaintiff.

CERTIFIED COPY OF BOND
Filed October 4, 1934.

Queen Anne's County, to wit: Be it remembered that on the fourth day of October, in the year 1934, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell of Queen Anne's County, State of Maryland, as principal and the Maryland Casualty Company, a body corporate, authorized under 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 one thousand seven hundred and fifty dollars, current money to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves, our and each of our heirs, personal representatives, successors and assigns, jointly and severally firmly by these presents. Sealed with our seals and dated this first day of October, in the year nineteen hundred and thirty four.

WHEREAS, the said H. B. W. Mitchell is about to execute the power of sale contained in the mortgage from Julius Marchleck and Sarah Marchleck, his wife, to the Queenstown Bank of Maryland, a body corporate, dated the 27th. day of March, 1930, and recorded in Liber B. H. T. No. 11, a land record book for Queen Anne's County, folio 5, 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 H. B. W. Mitchell do and shall abide by and fulfill any order or decree which shall be made by any Court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above 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
deliver in the presence of:

Verna Crowl.

Seal's
Place.

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

Security approved and bond filed October 4th. 1934.
B. Hackett Turner, Clerk

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 289, 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 4th. day of October, in the year 1934.

B. Hackett Turner Clerk

Seal's
Place.

CERTIFIED COPY OF MORTGAGE
Filed October 4, 1934.

#14,170. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 27th day of March, in the year nineteen hundred and thirty, the following Mortgage was brought to be recorded, to wit:-

This Mortgage, made this 27th day of March, in the year nineteen hundred and thirty, by Julius Marchleck and Sarah Marchleck, his wife, of Queen Anne's County, in the State of Maryland,

Whereas the said Julius Marchleck and Sarah Marchleck, his wife, are jointly and severally indebted unto The Queenstown Bank of Maryland, a body corporate, having its Principal place of business in Queenstown, Maryland, in the full and just sum of one thousand dollars, (\$1,000.00) for money this day loaned and advanced by the said The Queenstown Bank of Maryland unto the said Julius Marchleck and Sarah Marchleck, his wife, for the purpose of completing the payment of the purchase money for the land and premises hereinafter described and mortgaged, being the lot of land, together with the improvements thereon, in The Fifth Election District of said County, conveyed unto said Julius Marchleck and Sarah Marchleck, his wife, by deed of even date herewith and to be recorded among the land record books for Queen Anne's County immediately preceding the recording of this mortgage, and which sum of One Thousand dollars (\$1,000.00) has been applied by said Julius Marchleck and Sarah Marchleck, his wife, to the completion of the payment of the purchase money for said land and premises, which said sum of one thousand dollars (1,000.00) is to be repaid at the expiration of one year from this date and interest is to be paid thereon in the meantime semi-annually at the rate of six per centum per annum; and there was an express condition precedent to said loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

Now, Therefore, This Mortgage Witnesseth:- That for and in consideration of the premises and the aforesaid sum of one thousand dollars (\$1,000.00), the said Julius Marchleck and Sarah Marchleck, his wife, do hereby grant and convey unto The Queenstown Bank of Maryland, a body corporate, all that tract, part of a tract, lot, piece or parcel of ground situate, lying and being in Queen Anne's County, and described as follows, to wit: All that tract, part of a tract, lot, piece or parcel of ground, lying in the Fifth Election District of Queen Anne's County, aforesaid, on the public road from Queenstown to Kent Island, and at the corner where said road is intersected by road from Perry's Corner, beginning for the same at a stone at the northwest corner of said lot and running thence south ten degrees west nine perches, thence south eighty two degrees east four perches, thence north eight degrees east nine perches and nine-tenths of a perch and thence south eighty six degrees west four perches and one-fifth of a perch to the beginning, containing one rood of land, more or less, and being the same and all the land that was conveyed unto Julius Marchleck and Sarah Marchleck, his wife, by William E. Collier and George Anna Collier, his wife, by deed of even date herewith and to be recorded among the land record books for Queen Anne's County immediately preceding the recording of this mortgage.

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 Julius Marchleck and Sarah Marchleck, his wife, or either of them, their or either of 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 one thousand dollars (\$1,000.00), and the interest to accrue thereon in the meantime, 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 Julius Marchleck and Sarah Marchleck, his wife, their heirs and assigns, shall possess said property.

And the said Julius Marchleck and Sarah Marchleck, his wife, for themselves and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to and with the mortgagee, its successors 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 Queenstown Bank of Maryland, a body corporate, its successors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, The Queenstown Bank of Maryland, a body corporate, 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 monies owing hereunder or secured hereby shall

be due and demandable and the said The Queenstown Bank of Maryland, a body corporate, its successors or assigns, or H. B. W. Mitchell, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving 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 Julius Marchleck and Sarah Marchleck, his wife, or the person or persons then 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, a body corporate, its successors or assigns, or the said H. B. W. Mitchell, their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Julius Marchleck and Sarah Marchleck, his wife, 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.

JULIUS MARCHLECK (SEAL)

Witness

SARAH MARCHLECK (SEAL)

W. I. Tuttle

State of Maryland,

Queen Anne 's County, to-wit:

I hereby certify that on this 27th day of March, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Julius Marchleck and Sarah Marchleck, his wife, and did each acknowledge the within and foregoing mortgage to be their respective act and deed and at the same time also personally appeared before me, H. B. W. Mitchell, President of The Queenstown Bank of Maryland, a body corporate, and made oath that the consideration stated in the within and foregoing 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.

Queen Annes County to wit: Be it remembered that on the fourth day of October in the year 1934 the following Assignment was brought to be recorded to wit:

For value received, the within and foregoing mortgage is hereby transferred and assigned to H. B. W. Mitchell for the purpose of foreclosure and collection.

As witness the signature of The Queenstown Bank of Maryland, a body corporate, by Norman R. Hitch its president, and its corporate seal hereto affixed and attested by W. I. Tuttle, its Cashier, this 27th day of September, 1934.

The Queenstown Bank of Maryland a body corporate
by Norman R. Hitch President.

Corporate
Seal
Queenstown Bk.

Attest W. I. Tuttle
Cashier

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 11, folio 5, 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 4th day of October A. D., 1934.

Seal's
Place.

B. HACKETT TURNER Clerk

REPORT OF SALE
Filed October 4, 1934.

H. B. W. Mitchell, Assignee of
Mortgage,

vs.

Julius Marchleck and Sarah
Marchleck, his wife, Mortgagors.

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

No. 3014.

To the Honorable, the Judges of said court:-

To the Honorable, the Judges of said Court:-

The Report of H. B. W. Mitchell, Assignee for foreclosure and collection of the mortgage from Julius Marchleck and Sarah Marchleck, his wife to The Queenstown Bank of Maryland, a body corporate, dated the 27th. day of March, 1930, and recorded in liber B. H. T. No. 11, a land record book for Queen Anne's County, fol. 5, and duly assigned to said H. B. W. Mitchell for the purpose of foreclosure and collection, a certified copy of said mortgage and of the assignment thereof being filed in the above proceedings, to your Honors respectfully shows:

That under and by virtue of the power of sale contained in said mortgage, default having been made in the payment of the principal mortgage debt secured by said mortgage, interest thereon and state and county taxes levied on the mortgaged property, the said H. B. W. Mitchell, Assignee as aforesaid, after having first given notice of the time, place, manner and terms of sale by advertisement in The Queenstown News, a newspaper printed and published in Queenstown, Queen Anne's County, Maryland, 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 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, did, pursuant to said notice and advertisement, attend on said property in Grasonville, Queen Anne's County aforesaid, Thursday, October the 4th., 1934, at the hour of 1 o'clock p. m., and did then and there proceed to sell the land and premises described in said mortgage by public auction, in the following manner, that is to say:

After the said H. B. W. Mitchell, Assignee as aforesaid, had read the advertisement and had announced that all state and county taxes assessed against said property prior to nineteen hundred and thirty four and remaining unpaid would be paid out of the proceeds of sale, the said H. B. W. Mitchell, Assignee as aforesaid, proceeded to sel by public auction the lot or parcel of land described in said mortgage, consisting of all that tract, lot, piece or parcel of ground, improved by dwelling house and store house, situate, lying and being in Queen Anne's County and in the Fifth Election District thereof, on the public road from Queens-town to Kent Island, and at the corner wheee said road is intersected by road from Perry's Corner, beginning for the same at a stone at the northwest corner of said lot and running thence South ten degrees West nine perches, thence South eighty two degrees east four perches, thence North eight degrees East nine perches and nine tenths of a perch and thence South eighty six degrees West four perches and one fifth of a perch to the beginning, containing one rood of land, more or less, and being the same and all the land that was conveyed unto Julius Marchleck and Sarah Marchleck, his wife, by deed dated the 27th. day of March, 1930, from William E. Collier and George Anna Collier, his wife, and sold the same to Edward S. Thompson, he being then and there the highest bidder therefor, at and for the sum of thirteen hundred and five dollars, and the said Edward S. Thompson has made cash settlement therefor.

All of which is respectfully submitted.

H. B. W. MITCHELL
Assignee of Mortgage.

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

I hereby certify that on this 4th day of October, in the year nineteen hundred and thirty four, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Assignee of Mortgage as above set forth, and made oath that the matters and things stated in the foregoing report of sale were true as therein set forth and that the sale was fairly made.

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

Filed October 4th, 1934.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed October 4, 1934.

PUBLIC SALE
of
DWELLING & STORE HOUSE
In Grasonville, Md.

Under and by virtue of the power of sale contained in the mortgage from Julius Marshleck and Sarah Marshleck, his wife to The Queenstown Bank of Maryland, a body corporate, dated the 27th day of March, 1930, and recorded in liber B. H. T. No. 11, a land record book for Queen Anne's County, folio 5, and duly assigned to the undersigned for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage, the undersigned will sell at public auction on the property in Grasonville, Maryland on THURSDAY, OCTOBER 4, 1934, at the hour 1 o'clock, p. m., all tract tract, part of a that, lot piece of parcel of land, improved by dwelling house and storehouse situated at Grasonville, Md., on the public road from Queenstown to Kent Island and at the corner where said road is intersected by the public road leading from Perry's Corner, containing One Rood of Land, more or less, and being the property that is now occupied by said Julius and Sarah Marchleck

TERMS OF SALE—One-half of the purchase money will be required at the time of the sale and the residue in six months from day of sale to be secured by the note of the purchaser with security to be approved by the undersigned or call cash at the option of the purchaser. Ad deferred payments to bear interest from the day of sale and title Papers and internal revenue stamps to be at the expense of the purchaser.

H. B. W. MITCHELL
Assignee of Mortgage.

THE QUEENSTOWN NEWS

This is to certify that the annexed advertisement of sale of real estate under power of sale in mortgage was inserted in The Queenstown News, a newspaper printed and published in Queen Anne's County, in each of four successive weeks before the 4th. day of October, 1934, being more than twenty days before the 4th. day of October, 1934, the first insertion being on the 8th of September, 1934.

The Queenstown News
by

M. W. AKER
Proprietor and
publisher.

Filed Oct. 4, 1934.

N I S I

H. B. W. Mitchell, Assignee of
Mortgage

VS.

Julius Marchleck and
Sarah Marchleck, his wife,
Mortgagors.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CHANCERY NO. 3014.

ORDERED, This 4th day of October A. D., 1934, 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 5th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 5th day of November next.

The Report states the amount of sales to be \$1305.00.

B. HACKETT TURNER Clerk.

Filed October 4th, 1934.

STATEMENT OF MORTGAGE DEBT
Filed October 4, 1934.

H. B. W. Mitchell, Assignee of Mortgage,

vs.

Julius Marchleck and Sarah Marchleck,
his wife, Mortgagors.

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

STATEMENT OF MORTGAGE DEBT.

Amount of principal secured by mortgage from Julius	
<u>Machleck and Sarah Marchleck, his wife, to The Queenstown Bank of Maryland, a body</u>	
<u>corporate, dated March 27th., 1930, and recorded in liber B. H. T. No. 11, a land</u>	
record book for Queen Anne's County, folio 5,-	\$1,000.00
Interest accrued to October, 4th., 1934,	31.17
	<u>\$1,031.17</u>
Amount of Attorney's Commissions @ .05% for collection	51.56
	<u>\$1,082.73</u>

The Queenstown Bank of Maryland, a body
corporate,

by NORMAN R. HITCH
President.

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

I hereby certify that on this 4th. day of October, in
the year 1934, before me the subscriber, a Notary Public of the State of Maryland,
in and for Queen Anne's County, personally appeared Norman R. Hitch, the pres-
dent of The Queenstown Bank of Maryland, a body corporate, and made oath that the
within and foregoing statement of mortgage debt was true and bona fide as therein
set forth.

IN TESTIMONY WHEREOF I hereunto subscribe my name and no-
tarial seal affix the day and year herein last above written.

WASHINGTON IRVING TUTTLE
NOTARY PUBLIC.

Notary
Public
Seal.

Filed Oct. 4, 1934.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Nov. 23, 1934.

ORDER NISI

H. B. W. MITCHELL Assignee of
Mortgage

vs.

JULIUS MARCHLECK and SARAH MARCH-
LECK, his wife, Mortgagors

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 3014

Ordered, this 4th day of October, A. D., 1934, 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 5th day of December next; provided a copy of this
order be inserted in some newspaper printed and published in Queen Anne's County,
Maryland, once in each of four successive weeks before the 5th day of November next.

The report states the amount of sales to be \$1305.00.

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

THE QUEENSTOWN NEWS.

Queenstown, Md., November 22, 1934.

This is to certify that the ORDER NISI in the case of H. B. W. Mitchell, Assignee of Mortgage vs. Julius Marchleck and Sarah Marchleck, his wife, a true copy of which is hereto annexed, was inserted in The Queenstown News, a weekly newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the 5th. day of November, in the year 1934.

THE QUEENSTOWN NEWS,

by M. W. AKER

Publisher and proprietor

Filed Nov. 23rd, 1934.

ORDER OF COURT

Filed December 7, 1934.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this sixth day of December, nineteen hundred and thirty four, that the sale made and reported in the aforesaid cause of H. B. W. Mitchell, Assignee of Mortgage, vs. Julius Marchleck and Sarah Marchleck, his wife, Mortgagors, being cause No. 3014 on the Chancery Docket of the Circuit Court for Queen Anne's County, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding ORDER NISI.

The said Assignee is allowed the commissions and charges provided for by said mortgage and all expenses not personal, upon producing the proper vouchers therefor before the Auditor.

THOS. J. KEATING

Filed December 7th, 1934.

CREDITORS' BILL

Filed Dec. 26, 1934.

H. B. W. Mitchell,
Assignee of Mortgage,

vs.

Julius Marchleck,
Sarah Marchleck, his
wife, Mortgagors.

In the Circuit Court for Queen
Anne's County, in Equity.
No. 3014.

To the Honorable, the Judges of said Court:

The Petition of Mary Lachner to your Honors respectfully sets forth:-

That your petitioner, Mary Lachner, on or about February 23rd., 1931, while Julius Marchleck and Sarah Marchleck, his wife, were the owners of the property sold in this cause, but before the sale of the mortgaged property under these proceedings, obtained a judgment on the law side of this Court in case No. 15 Appearances, January Term, 1931, against both of the defendants in the sum of \$200.00 debt, with interest from February 23rd., 1931, and \$20.73 commissions for collection and \$7.65 costs of suit, with all exemptions waived, all of which will appear by reference to a certified copy of said judgment filed herewith as a part hereof and marked "Petitioner's Exhibit No. 1",

That the property mentioned in this cause was sold on October 4th., 1934, under power of sale contained in a mortgage to The Queenstown Bank of Maryland, a body corporate, from these defendants, as appears from these proceedings, and at the time of said sale the aforesaid judgment was unpaid, was due in its full amount and was a valid and existing lien against the mortgaged property sold in this cause.

That said property sold for more than enough to pay the debt and interest secured by the aforesaid mortgage under which it was sold, together with the costs and expenses of said sale and taxes in arrear.

That your petitioner is advised and believes that at the time of said sale of said mortgaged property in this cause no lien of any kind intervened between the lien of said mortgage and the lien of her said judgment and that on the day of said sale that judgment was on said property second in lien to said mortgage and the first lien on said property next after said mortgage and next priority thereto.

That your petitioner is advised and avers that as the proceeds of the sale of said property are more than sufficient to pay said mortgage, costs, fees, commissions and expenses as aforesaid and taxes in arrear the lien of her said judgment was transferred by operation of law at the time of the said sale from the land sold to the surplus mortgage sales of this cause, which are now in the

hands of H. B. W. Mitchell, Assignee of said mortgage, who made the said sale.

Your petitioner, therefore, prays (s) that the surplus proceeds of the sale of the aforesaid property, after the payment of the mortgage to The Queenstown Bank of Maryland, a body corporate, and assigned to H. B. W. Mitchell for the purpose of foreclosure and collection, accrued interest thereon, taxes in arrear and properly chargeable against the funds arising from the sale of said property and the expenses of the collection of the debt and interest secured by said mortgage and the sale of the said real estate and these proceedings, may be applied, so far as may be necessary, to the payment of your petitioner's judgment, to the extent that said surplus may be sufficient for that purpose.

(b) That an order may be passed by this Honorable Court giving notice to the lien creditors of Julius Marchleck and Sarah Marchleck, his wife, lienors, assignees and to all persons claiming an interest in the equity of redemption in said mortgaged premises or in the surplus mortgage sales of this cause to file their claims for the benefit of the aforesaid fund remaining in the hands of said H. B. W. Mitchell, Assignee.

(c) And that your petitioner may have such other and further relief as her case may require.

H. B. W. MITCHELL
Attorney for petitioner.

Filed December 26th, 1934.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

No. 15 Apprs. January TERM, 1931

RT Earle	Mary Locknar	}	Filed February 23rd, 1931 Order to docket suit, Narr. and Note with power to enter judgment by confession &c.
	VS	}	
	Sarah Marchleck	}	February 23rd, 1931 Judgment entered by confession by the Defendants in favor of the plaintiff for the sum of Two Hundred dollars, with interest from date hereof until paid, and costs of suit, with all exemptions waived, and twenty Dollars and Seventy three cents commissions.
	Julius Marchleck	}	
Clerk \$2.65 pd.5/3/31		}	
Apprs. <u>5.00</u>		}	

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 26th day of December in the year of our Lord, one thousand nine hundred and 34.

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

Seal's Place.

Sarah Marchleck and Julius Marchleck

To Mary Lachner Dr.

To judgment rendered in favor of Mary Lachner and against Sarah Marchleck and Julius Marchleck February 23rd., 1931, No. 15 Appearances, January Term, 1931, - - - - -	\$200.00
Interest from February 23rd., 1931, - - - - -	
To Costs of Suit - - - - -	\$ 7.65
to Attorney's Commissions - - - - -	<u>20.73</u>
	28.38

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 25 day of January, 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Mary Lachner and made oath that the foregoing account of judgment debt to her from Sarah Marchleck and Julius Marchleck is just and true as stated and that no part or parcel of the same has been paid.

IN TESTIMONY WHEREOF I hereunto subscribed my name and notarial seal affix, the day and year herein last above written.

EDWARD C. LACHER
NOTARY PUBLIC.

Notary
Public
Seal.

ORDER OF COURT
Filed December 27, 1934.

H. B. W. Mitchell,
Assignee of Mortgage,

vs.

Julius Marchleck and
Sarah Marchleck, his
wife, Mortgagors.

In the Circuit Court for
Queen Anne's County, in
Equity. No. 3014.

ORDER OF COURT

The foregoing petition has been read and considered.

It is thereupon, this 26th day of December, in the year nineteen hundred and thirty-four, ORDERED 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 and remanded to Madison Brown, Auditor of this Court, and the Auditor is instructed that after he shall first have given notice, once in each of three successive weeks, in some newspaper printed and published in Queen Anne's County, to all the lien creditors of said Julius Marchleck and Sarah Marchleck, his wife, and to all persons claiming an interest in the equity of redemption in the aforesaid mortgaged premises who may be interested in the distribution of the fund in this cause to file their claims with the Clerk of this Court duly authenticated within sixty days from the date of the first insertion of said notice, to make an audit and report the same to this Court, and the Auditor, is authorized to take any testimony necessary to establish any claims against the said surplus proceeds of sale.

THOS. J. KEATING

Filed December 27th, 1934.

CERTIFICATE OF ADVERTISEMENT OF
AUDITOR'S NOTICE TO LIEN CREDITORS.
Filed March 22nd, 1935.

AUDITOR NOTICE TO CREDITORS

H. B. W. Mitchell, Assignee of Mortgage
vs.
Julius Marchleck, Sarah Marchleck, his
wife, Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity, No. 3014

Pursuant to the order of the Circuit Court for Queen Anne's County, in Equity, passed in the aforesaid cause on the 26th day of December 1934, notice is hereby given to all the lien creditors of Julius Marchleck and Sarah Marchleck, his wife, and all other persons having an interest in the equity of redemption in the mortgaged property sold in the aforesaid cause, and other persons who may be interested in the distribution of the funds in this cause to file their claims with the Clerk of the Circuit Court for Queen Anne's County, duly authenticated, within sixty days from the 29th day of December, 1934, as said funds will be distributed after said date.

MADISON BROWN, Auditor.

We hereby certify that the notice to lien creditors in the case of H. B. W. Mitchell, Assignee of Mortgage vs. Julius Marchleck and Sarah Marchleck, his wife, mortgagors No. 3014 in the Circuit Court for Queen Anne's County, in Equity, a true copy of which is hereto annexed, was inserted in The Queenstown News, a weekly newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks, the first publication thereof having been made in said newspaper on the 29th. day of December, 1934.

M. W. AKER
publisher.

REPORT AND ACCOUNT OF THE AUDITOR
Filed April 9, 1935.

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

H. B. W. Mitchell, Assignee
of Mortgage,

vs.

Cause No. 3014.

Julius Marchleck, and
Sarah Marchleck, his wife.
Mortgagors.

To the Honorable, the Judges of said Court:

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

There are two proceedings combined in this cause, one for the collection of a mortgage debt by foreclosure, and the other for the payment of the surplus mortgage sale (for the mortgaged land sold for more than enough to pay the mortgage debt and costs of foreclosure) to the lien creditors of the mortgagors.

Prior to the stating of the within audit, your auditor gave notice to all lien creditors of the mortgagors to file with the Clerk of this Court their claims against the mortgagors and the equity of redemption or the said surplus mortgage sale, by causing an advertisement containing this notice to be advertised in The Queenstown News.

This notice was given in accordance with the order of the court and a certified copy of this advertisement certified as to its publication by the publisher of said paper is filed herewith as part hereof.

The only claim which has been filed under said notice is the judgment claim upon which the creditor's petition heretofore is based, and a certified copy of said judgment is attached to the creditor's petition, and is verified by the affidavit of the judgment creditor, and the claim is allowed as filed, the auditor not deeming testimony necessary in view of the affidavit.

In the within account the party making the sale reported is charged with the proceeds of the sale so reported by him and then thereout the following allowances are made:

Unto H. B. W. Mitchell, the vendor, his commissions, costs, incident to sale (advertising and court), costs of his bond, auctioneer's charges, taxes paid by him and fee of the auditor.

Unto H. B. W. Mitchell as assignee of the mortgage the mortgage debt in full.

Unto March Lachner, judgment creditor, the balance of sales charges less above allowances in part payment of her judgment claim, for the balance so awarded unto her is not sufficient to pay her claim in full.

Which is respectfully submitted.

MADISON BROWN,
Auditor.

April 9, 1935.

Cause No. 3014.

The proceeds of the sale of the mortgaged real estate of Julius Marchleck and Sarah Marchleck, the mortgagors making the mortgage of this cause, in account with H. B. W. Mitchell, assignee of said mortgage and party making thereunder the sale of this cause.

1934
Oct.
4

CR.

By gross proceeds of said mortgage sale made this date, per report of sale filed, to wit: \$ 1,305.00

" "

DR.

To H. B. W. Mitchell, party making the sale, for his commissions for so doing per terms of the mortgage, the sum of \$85.80

To do., for the court costs of that part of these proceedings relating to the mortgage sale, per statement of the Clerk, as follows:
Costs due Wm. H. Carter, clerk: . . . \$18.75
Appear. fee of H.B.W. Mitchell, atty., 10.00 28.75

To do., for the charges of Jas. T. Boyles, auctioneer, for crying the sale, per receipted account exhibited, the sum of 7.50

To do., for costs of advertising in Queenstown News, notice of sale, \$13.50 and order nisi on sale, \$2.50, per receipted account for same exhibited, the total sum of 17.00

To do., for costs of advertising in the same newspaper
auditor's notice to lien creditors . . . \$3.50
order nisi to be passed as to this audit 2.00
per receipted account exhibited \$5.50 . 5.50

To do., for the costs of his bond with corporate surety thereon filed in this cause to be paid said surety, per account for same exhibited, . . 10.00

To do., for the state and county taxes on the mortgaged property sold by him for year
1932 \$2.40
1933 12.85
per tax receipts exhibited \$15.25 15.25

To do., for the court costs of that part of these proceedings arising under Creditor's Petition, per clerk's statement as follows:
Costs of Wm. H. Carter, clerk, \$ 7.50
Appear. fee of H.B.W. Mitchell 10.00 17.50

To Madison Brown, auditor, for stating this account, the sum of 9.00

To Amounts carried forward \$196.00 \$ 1,305.00
\$196.30

Cause No. 3014

By amounts brought forward \$196.00 \$ 1,305.00
\$196.30

DR.

To H. B. W. Mitchell, as assignee of the mortgage, in full payment of the mortgage debt (inclusive of principal, interest and attorney's commissions on both), per statement of mortgage debt filed, the sum of 1,082.73
\$1,278.73
1,279.03

To Mary Lachner, judgment creditor of both mortgagors, in part payment of her judgment claim filed, this balance which is not sufficient to pay said claim in full 25.97
26.27

\$1,305.00 \$ 1,305.00

MADISON BROWN
Auditor.

April 9, 1935.

Filed April 9th, 1935.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Assignee
of Mortgage

VS.

Julius Marchleck and
Sarah Marchleck, his wife
Mortgagors.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CASE No. 2014.

ORDERED, This Ninth day of April in the year nineteen hundred and thirty-five that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of May 1935; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of April 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed April 9th, 1935.

CERTIFICATE OF ADVERTISEMENT OF
NISI RATIFICATION OF AUDIT
Filed April 29, 1935.

NISI RATIFICATION OF AUDIT

H. B. W. Mitchell, Assignee of Mortgage
vs.

Julius Marchleck, Sarah Marchleck, his
wife, mortgagors.

In the Circuit Court for Queen Anne's County, in Equity, No. 3014.

ORDERED, This ninth day of April, in the year nineteen hundred and thirty-five, the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 7th day of May, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of April, 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

True Copy-Test:

WILLIAM H. CARTER, Clerk

Filed April 9th, 1935.

THE QUEENSTOWN NEWS.

Queenstown, Md., April 29, 1935

The Queenstown News hereby certifies that the nisi ratification of audit in the case of H. B. W. Mitchell, Assignee of Mortgage vs. Julius Marchleck and Sarah Marchleck, his wife, No. 3014 in the Circuit Court for Queen Anne's County, in Equity, a true copy of which is hereto annexed, was inserted in The Queenstown News, a weekly newspaper printed and published in Queen Anne's County, Maryland, once a week for two successive weeks before the 29th day of April, 1935.

THE QUEENSTOWN NEWS
BY M. W. Aker

M. W. Aker

ORDER OF COURT
Filed June 11, 1935.

ORDERED, this 25th day of May, 1935, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that the within and foregoing Report and Account of the Auditor be, and the same are here-

by, finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order of ratification nisi, and the Assignee is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

THOS. J. KEATING

Filed June 11th, 1935.

CHANCERY NO. 3008.

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

J. Lemuel Roberts, executor of the last will and testament of Charles H. Burgess, late of Queen Anne's County, deceased; J. Lemuel Roberts, Trustee under the 1st. Item of the said last will and testament of said Charles H. Burgess, deceased; E. Caroline VanDyke, Mary Anita Shaefer, Jehu Clifton, Joseph M. Parvis, Jr., Elizabeth H. Westcott, Rosa Thomas, Annie E. Cahoon, Edith A. Bolte and Dorothy Bolte Osborne

vs.

Margaret Clifton, Mary Clifton, Gladys Burgess Clifton and Eleanor Chambers.

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

To the Honorable, the Judges of said Court:

Your orators, complaining, say:

1. That Charles H. Burgess, late of Queen Anne's County, deceased, departed this life on or about the day of December, 1933, testate, seized and possessed of real estate consisting of a lot of land 105 feet wide, more or less, and running back from Kidwell Avenue Extended 153 feet and 5 inches, more or less, improved by a two story frame dwelling house and out buildings, situated on the northeast side of Kidwell Avenue Extended, near the limits of the town of Centreville, in the Third Election District of Queen Anne's County, Maryland, which said land having been conveyed unto the said Charles H. Burgess and Mary C. Burgess, his wife, as tenants by the entireties, by William R. Horney by deed dated the 6th. day of April, 1926, and recorded in liber B. H. T. No. 5, a land record book for Queen Anne's County, folio 145, the said Mary C. Burgess having predeceased said Charles H. Burgess, title to said land devolved upon said Charles H. Burgess.

A certified copy of said deed from William R. Horney to Charles H. Burgess and Mary C. Burgess, his wife, is filed herewith as a part hereof and marked Exhibit No. 1.

2. That said Charles H. Burgess, deceased, by his last will and testament dated March 30th., 1933, duly admitted to probate by the Orphans' Court for Queen Anne's County and recorded in liber W. T. B. No. 3, a will record book for Queen Anne's County, folio 461, a certified copy thereof being filed herewith as a part hereof and marked Exhibit No. 2, after having bequeathed \$2,000.00 to J. Lemuel Roberts in trust and confidence to pay the income and profits arising therefrom to E. Caroline VanDyke for and during her natural life and from and after her death the principal to be divided among Dorothy Bolte Osborne, Margaret Clifton, Mary Clifton, Anita Shaefer, Elizabeth H. Westcott, Jehu Clifton, Gladys B. Clifton and Eleanor Chambers, share and share alike, absolutely and free and clear of said trust, and after the following specific legacies; To Annie E. Cahoon \$500.00, to Edith A. Bolte \$500.00, to Jehu Clifton \$2,000.00, to Dorothy Bolte Osborne \$500.00, to Margaret Clifton \$500.00, to Mary Clifton \$500.00, to Anita Schaefer \$500.00, to Elizabeth H. Westcott \$500.00, to Rosa Thomas \$100.00 if living at the time of his death, and the said Rosa Thomas was living at the time of his death; to Gladys Burgess Clifton \$250.00, to Eleanor Chambers \$250.00 and to Joseph M. Parvis, Jr., \$100.00 and his watch and black seal ring, the said Charles H. Burgess by Item 13 of his said last will and testament did give, devise and bequeath all the rest, residue and remainder of his estate and property of every kind and description, real, personal and mixed, whenever acquired and wheresoever located unto the following persons, that is to say: To his great niece Dorothy Bolte Osborne, to his great niece Margaret Clifton, to his great niece Mary Clifton, to Anita Schaefer, to Elizabeth H. Westcott, to his nephew Jehu Clifton, to his niece Gladys B. Clifton and to his niece Eleanor B. Chambers, share and share alike, absolutely and in fee simple, and by the 14th. Item of his said last will and testament did constitute and appoint said J. Lemuel Roberts executor thereof and said J. Lemuel Roberts has duly qualified as such executor and letters testamentary on the estate of said Charles H. Burgess, deceased, have been granted unto him by the Orphans' Court for Queen Anne's County.

3. That in order to settle the estate of said Charles H. Burgess, deceased, pay the aforesaid legacies or a proportionate part of them so far as his said estate may be sufficient for that purpose and make distribution of his said estate as directed by his said last will and testament it will be necessary to sell said real estate.

4. That the real estate of which said Charles H. Burgess, deceased, died seized and possessed as aforesaid cannot 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 said real estate may be sold,
- (2) That the proceed of the sale of said real estate may be divided among the parties according to their several 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 order of publication giving notice to the said Margaret Clifton, Mary Clifton, Gladys Burgess Clifton and Eleanor Chambers, all of the State of Delaware, who are non residents of this State, of the object and substance of this bill, and warning them to appear in this Court, in person or by Solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound,

H. B. W. MITCHELL
Solicitor for Complainants.

EXHIBIT NO. 1.
Filed August 6, 1934.

#11,838. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 7th. day of April, in the year nineteen hundred and twenty six, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 6th. day of April, in the year nineteen hundred and twenty six, by William R. Horney (single man) of Queen Anne's County, State of Maryland;

WITNESSETH, that for and in consideration of the sum of One dollar (\$1.00) the receipt of which is hereby acknowledged, the said William R. Horney does hereby grant and convey unto Charles H. Burgess and Mary C. Burgess, his wife, of Queen Anne's County aforesaid, their heirs and assigns, in fee simple, as tenants by the entireties, the following described real estate, to wit:-

All that lot or parcel of land, situate on the eastern suburbs of the town of Centreville, in Queen Anne's County, State of Maryland, and lying on the north side of the public road or street leading out of said town in the direction of Ruthsburg (the same being the street commonly known as Kidwell Avenue extended) having a frontage on said Avenue of one hundred and five (105) feet, more or less, and a depth back from said Avenue of one hundred and fifty three (153) feet and five (5) inches, more or less, adjoining on one side the property of Annie P. Mitchell and on the other side the property of Carrie Lee Forman, being the same land which was conveyed to the said William R. Horney, by Mary C. Burgess and Charles H. Burgess, her husband, by deed bearing even date herewith, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this deed, to which said deed and the references therein contained reference is hereby made for a more particular description of said land.

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 any way appertaining.

AND the said William R. Horney covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said grantor:-

Test: W. L. Holton, Jr.

William R. Horney (SEAL)

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

I hereby certify, that on this 6th. day of April, in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, duly commissioned and qualified according to law, personally appeared William R. Horney, and acknowledged the foregoing deed to be his act.

In testimony Whereof I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

W. L. Holton, Jr.
Notary Public.

Notary
Public
Seal.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 5, fol 145 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 6th. day of August, in the year 1934.

B. HACKETT TURNER
Clerk

Seal's
Place.

ORDER OF PUBLICATION
Filed August 6, 1934.

J. Lemuel Roberts, executor of the last will and testament of Charles H. Burgess, late of Queen Anne's County, deceased; J. Lemuel Roberts, Trustee under the 1st. Item of the said last will and testament of said Charles H. Burgess, deceased; E. Caroline VanDyke, Mary Anita Shaefer, Jehu Clifton, Joseph M. Parvis, Jr., Elizabeth H. Westcott, Rosa Thomas, Annie E. Cahoon, Edith A. Bolte and Dorothy Bolte Osborne,
Vs.
Margaret Clifton, Mary Clifton, Gladys Burgess Clifton and Eleanor Chambers

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

The object of this suit is to procure a decree for the sale of certain property (real estate) of which Charles H. Burgess, late of Queen Anne's County, deceased, dies seized and possessed, situated in the Third Election District of said County, near Centreville, Maryland.

The bill states that said Charles H. Burgess, late of said County, departed this life testate in the month of December, 1933, seized and possessed of a lot of land 105 feet wide, more or less, and running back from Kidwell Ave Extended 153 feet and 5 inches, more or less, improved by two story frame dwelling house and outbuildings, situated on northeast side of Kidwell Ave. Extended.

That said Charles H. Burgess, deceased, by his last will and testament dated March 30th., 1933, after having bequeathed \$2,000.00 to J. Lemuel Roberts in trust and confidence to pay the income and profits arising therefrom to E. Caroline VanDyke for and during her natural life and from and after her death the principal to be divided among Dorothy Bolte Osborne, Margaret Clifton, Mary Clifton, Anita Shaefer, Elizabeth H. Westcott, Jehu Clifton, Gladys B. Clifton and Eleanora Chambers, share and share alike, absolutely and free and clear of said trust, and after the following specific legacies: To Annie E. Cahoon \$500.00, to Edith A. Bolte \$500.00, to Jehu Clifton \$2,000.00, to Dorothy Bolte Osborne \$500.00, to Margaret Clifton \$500.00, to Mary Clifton \$500.00, to Anita Schaefer \$500.00, to Elizabeth H. Westcott \$500.00, to Rosa Thomas \$100.00 if living at the time of his death, and the said Rosa Thomas was living at the time of his death; to Gladys Burgess Clifton \$250.00, to Eleanor Chambers \$250.00 and to Joseph M. Parvis, Jr., \$100.00 and his watch and black seal ring, the said Charles H. Burgess by Item 13 of his said last will and testament did give, devise and bequeath all the rest, residue and remainder of his estate and property of every kind and description, real, personal and mixed, wherever acquired and wheresoever located unto the following persons, that is to say: To his great niece Dorothy Bolte Osborne, to his great niece Margaret Clifton, to his great niece Mary Clifton, to Anita Schaefer, to Elizabeth H. Westcott, to his nephew Jehu Clifton, to his niece Gladys B. Clifton and to his niece Eleanor B. Chambers, share and share alike, absolutely and in fee simple, and by the 14th. Item of his said last will and testament did constitute and appoint said J. Lemuel Roberts executor thereof and said J. Lemuel Roberts has duly qualified as such executor and letters testamentary on the estate of said Charles H. Burgess, deceased, have been granted unto him by the Orphans' Court for Queen Anne's County.

3. That in order to settle the estate of said Charles H. Burgess, deceased, pay the aforesaid legacies or a proportionate part of them so far as his said estate may be sufficient for that purpose and make distribution of his said estate as directed by his said last will and testament it will be necessary to sell said real estate.

4. That the real estate of which said Charles H. Burgess, deceased, dies seized and possessed as aforesaid cannot 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.

IT IS THEREUPON, this 6th day of August, 1934, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper, published in said Queen Anne's County, once in each of four successive weeks before the 14th day of September 1934, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court in person or by Solicitor, on or before the 29th day of September next, to show cause, if any they have, why a decree ought not to be passed as prayed.

B. HACKETT TURNER, Clerk

Filed August 6th, 1934.

CERTIFICATE OF ADVERTISEMENT
OF ORDER OF PUBLICATION
Filed Sept. 21, 1934.

ORDER OF PUBLICATION

J. Lemuel Roberts, executor of the last will and testament of Charles H. Burgess, late of Queen Anne's County, deceased; J. Lemuel Roberts, Trustee under the 1st. Item of the said last will and testament of said Charles H. Burgess, deceased; E. Caroline Vandyke, Mary Anita Shaefer, Jehu Clifton, Joseph M. Parvis, Jr., Elizabeth H. Westcott, Ross Thomas, Annie E. Cahoon; Edith A. Bolte and Dorothy Bolte Osborne.

vs.

Margaret Clifton, Mary Clifton, Gladys Burgess Clifton and Eleanor Chambers

In the Circuit Court for Queen Anne's County, in Equity. No. 3008.

The object of this suit is to procure a decree for the sale of certain property (real estate) of which Charles H. Burgess, late of Queen Anne's County, deceased, died seized and possessed, situated in the Third Election District of said County, near Centreville, Maryland.

The bill states that said Charles H. Burgess late of said County, departed this life testate in the month of December, 1933, seized and possessed of a lot of land 105 feet wide, more or less, and running back from Kidwell Ave. extended 153 feet and 5 inches, more or less, improved by two-story frame dwelling house and outbuildings, situated on northeast side of Kidwell Ave. Extended.

That said Charles H. Burgess, deceased, by his last will and testament dated March 30th., 1933, after having bequeathed \$2,000.00 to J. Lemuel Roberts in trust and confidence to pay the income and profits arising therefrom to E. Caroline Van Dyke for and during her natural life and from and after her death the principal to be divided among Dorothy Bolte Osborne, Margaret Clifton, Mary Clifton, Anita Shaefer, Elizabeth H. Westcott, John Clifton, Gladys B. Clifton and Eleanora Chambers, share and share alike, absolutely and free and clear of said trust, and after the following specific legacies: To Annie E. Cahoon \$500.00, to Edith A. Bolte \$500.00, to Jehu Clifton \$2,000.00, to Dorothy Bolte Osborne \$500.00, to Margaret Clifton \$500.00, to Mary Clifton \$500.00, to Anita Schaefer \$500.00, to Elizabeth H. Westcott \$500.00, to Rosa Thomas \$100.00 if living at the time of the time of his death, and the said Rosa Thomas was living at the time of his death; to Gladys Burges Clifton \$250.00, to Eleanor Chambers \$250.00 and to Joseph M. Parvis Jr., \$100.00 and his watch and black seal ring, the said Charles H. Burgess by Item 18 of his said last will and testament did give, devise and bequest all the rest, residue and remainder of his estate and property of every kind and description, real, personal and mixed, whenever acquired and wheresoever located unto the following persons, that is to say: To his grea niece Dorothy Bolte Osborne, to his great niece Margaret Clifton, to his great niece Mary Clifton, to Anita Schaefer, to Elizabeth H. Westcott, to his Nephew Jehu Clifton, to his niece Gladys B. Clifton and to his niece Eleanor B. Chambers, share and share alike absolutely and in fee simple, and by the 14th. Item of his said last will and testament did constitute and appoint said J. Lemuel Roberts executor thereof and said J. Lemuel Roberts has duly qualified as such executor and letters testamentary on the estate of said Charles H. Burgess, deceased, have been granted unto him by the Orphans' Court for Queen Anne's County.

3. That in order to settle the estate of said Charles H. Burgess, deceased, pay the aforesaid legacies or a proportionate part of them so far as his said estate as directed by his said will and testament it will be necessary to sell said real estate.

4. That the real estate of which said Charles H. Burgess, deceased, died seized and possessed as aforesaid cannot 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.

5. That the defendants, said Margaret Clifton, Mary Clifton, Gladys Burgess Clifton and Eleanor Chambers, are all residents of the State of Delaware and are non-residents of this state.

IT IS THEREUPON, this 6th day of August, 1934, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper, published in Queen Anne's County once in each of four successive weeks before the 14th day of September, 1934, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court in person or by Solicitor, on or before the 29th day of September next, to show cause if any they have, why a decree ought not be passed as prayed.

B. HACKETT TURNER, Clerk
True copy
B. HACKETT TURNER, Clerk
Filed August 6th, 1934.

The Queenstown News, Queenstown, Maryland.

IT IS HEREBY CERTIFIED this 19th. day of September, 1934, that the order of publication (the annexed advertisement) in the case of J. Lemuel Roberts, executor of the last will and testament of Charles H. Burgess, late of Queen Anne's County, deceased, et al vs. Margaret Clifton et al, in the Circuit Court for Queen Anne's County, in Equity; No. 3008, 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 in each of four successive weeks before the 14th. day of September, 1934, the first publication thereof having been made in said newspaper on the 11th. day of August, 1934, and the last publication thereof in said newspaper having been made more than fifteen days before the 29th. day of September, 1934.

THE QUEENSTOWN NEWS

By M. W. Aker
Proprietor and
Publisher.

EXHIBIT NO. 2.
Filed Oct. 2, 1934.

I, Charles H. Burgess of Queen Anne's County, in the State of Maryland, being of sound and disposing memory and understanding, do make, publish and declare this to be my last will and testament, in manner following, that is to say:

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

Item 1. I do hereby give and bequeath to J. Lemuel Roberts the sum of Two thousand dollars (\$2000.00), in trust and confidence, nevertheless, to have, hold, manage, control, collect, convert, invest and re-invest the same and to take, collect and receive the interest, income and profits accruing and arising from said sum of Two thousand dollars (\$2000.00) and to pay over quarterly the net interest, income and profits accruing and arising therefrom to my Sister E. Caroline VanDyke, for and during the term of her the said E. Caroline VanDyke's natural life, the said payment and/or payments to be made by the said J. Lemuel Roberts, Trustee as aforesaid, into the hands of the said E. Caroline VanDyke and into the hands of the said E. Caroline VanDyke, and into the hands of no other or persons whatsoever; and upon the death of my said Sister E. Caroline VanDyke, this trust shall cease and terminate; and from and after the death of my said Sister E. Caroline VanDyke, I do hereby give and bequeath the said sum of (\$2000.00) to the following persons, that is to say: To my great neice Dorothy Bolte Osborne, To my great Neice Margaret Clifton, to my great neice Mary Clifton, to my friend Anita Schaefer, to my friend Elizabeth H. Westcott, to my nephew Jehu Clifton, to my neice Gladys B. Clifton, to my neice Eleanora Chambers, share and share alike, absolutely and free and clear of said trust.

Item 2. I do hereby give and bequeath to my sister, Annie E. Cahoon the sum of five hundred (\$500.00) dollars absolutely.

Item 3. I do hereby give and bequeath to my neice, Edith A. Bolte, the sum of five hundred dollars (\$500.00) absolutely.

Item 4. I do hereby give and bequeath to my nephew, Jehu Clifton the sum of two thousand dollars (\$2000.00) absolutely.

Item 5. I hereby give and bequeath to my great neice Dorothy Bolte Osborne the

sum of five hundred dollars \$500.00 absolutely.

Item 5. I hereby give and bequeath to my great neice Margaret Clifton the sum of five hundred dollars \$500. absolutely.

Item 6. I do hereby give and bequeath to my great neice Mary Clifton the sum of five hundred dollars \$500 absolutely.

Item 7. I do hereby give and bequeath to my friend Anita Schaefer the sum of five hundred dollars \$500 absolutely.

Item 8. I do hereby give and bequeath to my friend Elizabeth H. Westcott the sum of five hundred dollars \$500.00 absolutely.

Item 9. I do hereby give and bequeath to my faithful old servant Rosa Thomas, who has served me well for many years the sum of one hundred dollars (\$100.00) absolutely, if living at time of my death.

Item 10. I do hereby give and bequeath to my neice Gladys Burgess Clifton, the sum of Two hundred & fifty dollars \$250.00 absolutely.

Item 11. I do hereby give and bequeath to my neice Elenor Chambers, the sum of Two hundred & fifty dollars (\$250.00) absolutely.

Item 12. I do hereby give and bequeath to my godson Jos. M. Parvis, Jr., the sum of one hundred dollars (\$100.00) also I watch and black seal Ring.

Item 13. All the rest, residue and remainder of my estate and property of every kind and description, real, personal and mixed, whenever acquired and wheresoever located, of which I die seized and possessed or in any way entitled to, I do hereby give, devise and bequeath to the following persons, that is to say, to my great neice Dorothy Bolte Osborne, to my great neice Margaret Clifton, to my great neice Mary Clifton, to my friend Anita Schaefer, to my friend Elizabeth H. Westcott, to my nephew Jehu Clifton to my neice Gladys B. Clifton, to my neice Elenor B. Chambers share & share alike, absolutely and in fee simple.

Item 14. I do hereby constitute and appoint my friend J. Lemuel Roberts to be the Executor of this my last will and testament hereby revoking all other wills and testaments heretofore made by me.

In testimony whereof I have hereunto signed my name and affixed my seal this 30th day of March, in the year nineteen hundred and thirty three (1933)

Charles H. Burgess (SEAL)

Signed, sealed, published and declared by the above named testator, Charles H. Burgess, 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 hereto.

R. E. C. Lowe
Howard W. Ryland

PROBATE OF WILL

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

On the 15th day of December A. D. 1933, came J. Lemuel Roberts, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Charles H. Burgess late of Queen Anne's County, deceased, and made oath in due form of law that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from the desk of the testator at his home on Kidwell, Ave., extended in Centreville, Md., on or about 7th day of December A. D. 1933.

Sworn before

Norman S. Dudley
Register of Wills of Queen
Anne's County, Md.

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

On the 15th day of December 1933 came Howard W. Ryland of Centreville, Queen Anne's County, Maryland, subscribing witness to the foregoing last Will and Testament of Charles H. Burgess, 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 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 R. E. C. Lowe 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:

Norman S. Dudley
Register of Wills of Queen Anne's
County, Md.

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

On the 19th day of December 1933 came R. E. C. Lowe of Centreville, Queen Anne's County, Maryland, subscribing witness to the foregoing last Will and Testament of Charles H. Burgess, 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 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 Howard W. Ryland 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:

Norman S. Dudley
Register of Wills of
Queen Anne's County,
Md.

STATE OF MARYLAND,

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing purporting to be the last Will and Testament of Charles H. Burgess 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 19th day of Dec., A. D., 1933, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Chas. H. Burgess 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 foregoing is a true copy of Last Will and Testament of Chas. H. Burgess, deceased as filed and passed in this office on December 19-1933 and recorded in Liber W. T. B. No. 3 Folio 461 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 October 1934.

Seal's
Place.

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

PETITION FOR APPOINTMENT
OF SPECIAL EXAMINER
Filed October 2, 1934.

To the Honorable, the Judges of said Court:

The petition of J. Lemuel Roberts, executor of the last will and testament of Charles H. Burgess, late of Queen Anne's County, deceased, and others, the plaintiffs in the above entitled cause, to your Honors respectfully sets forth:-

That H. B. W. Mitchell, the Solicitor for the plaintiffs in the above entitled cause, being the Standing Examiner of this Honorable Court and disqualified to take the testimony which your petitioners now desire to take to support the allegations of the bill, your petitioners pray your Honors to pass an order appointing a Special Examiner to take testimony for the plaintiffs to support the allegations of the bill.

Respectfully submitted,

H. B. W. MITCHELL
Solicitor for petitioners.

ORDERED, this 16th day of October, 1934, by the Circuit Court for Queen Anne's County, in Equity, on the foregoing petition, that John Palmer Smith be, and he is hereby, appointed Special Examiner to take testimony in the above entitled cause to support the allegations of the bill.

THOS. J. KEATING

Filed October 17th, 1934.

ORDER OF COURT
Filed October 17, 1934.

J. Lemuel Roberts, executor of the last will and testament of Charles H. Burgess, late of Queen Anne's County, deceased, et al.

vs.

Margaret Clifton et al.

In the Circuit Court for
Queen Anne's County, in
Equity. No. 3008

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in The Queenstown News, a newspaper printed and published at Queenstown, Queen Anne's County, State of Maryland, as prescribed by said order, and the adult defendants, Margaret Clifton, Mary Clifton, Gladys Burgess Clifton and Eleanor Chambers, all having failed to appear, either in person or by solicitor, to show cause, if any they have, why a decree should not be passed as prayed.

IT IS THEREUPON, this sixteenth day of October, in the year nineteen hundred and thirty four, 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 John Palmer Smith Special Examiner, to support the allegations of the bill.

THOS. J. KEATING

Filed October 17th, 1934.

TESTIMONY
Filed November 8, 1934.

J. Lemuel Roberts, Executor of the Last Will and Testament of Charles H. Burgess, late of Queen Anne's County, deceased, et al.,

vs.

Margaret Clifton, et al.,

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY, IN EQUITY
Chancery Cause No. 3008.

.....
TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of John Palmer Smith, Special Examiner in the above entitled Cause, to your Honors respectfully sets forth:-

The proceedings in the above entitled Cause having been referred to me for the purpose of taking testimony, and H. B. W. Mitchell, Esquire, Solicitor for the Plaintiffs, having notified me that he desired to take testimony in said Cause in support of the allegations of the Bill of Complaint, leave having been granted by this Honorable Court by its Order of October 16th, 1934, to take testimony in said cause, I did attend at my office in Centreville, Maryland, on October 23rd, 1934, at the hour of 10.30 o'clock A. M., H. B. W. Mitchell, Esquire, Solicitor for the Plaintiffs being present, and proceeded to take the following testimony, to wit:-

Charles M. West, first witness, of lawful age, after having been duly sworn, deposes and says:-

1st. Int. State your name, residence and occupation?

Ans. Charles M. West, Centreville, Maryland, retired business man and farmer.

2nd. Int. Did you know Charles H. Burgess, and if so, is he living or dead, and

if dead, when and where did he die?

Ans. Yes, I knew Charles H. Burgess very well. He died last year at Easton Hospital around about December 1933. He lived at Centreville, Maryland.

3rd Int. Do you know the parties to this suit? Are they all or not adults? Where do they reside?

Ans. I know of all the parties to this suit. They are all adults. I don't really know where all live.

4th Int. Did Charles H. Burgess die seised and possessed of real estate in Queen Anne's County, State of Maryland? If so, describe it?

Ans. Yes. All the real estate that I know of was situated on Kidwell Avenue, extended on the northeast side thereof, and consisted of a lot of land improved by a dwelling house which was the residence of Mr. Charles H. Burgess at the time of his death.

5th Int. I now hand you certified copy of deed from William R. Horney to Charles H. Burgess and Mary C. Burgess, his wife, the deed being dated the 6th day of April, 1926. Is the property described in this deed the property of which Charles H. Burgess, deceased, died seised and possessed?

Ans. Yes, It is.

Examiner's

Notation:- Mr. Mitchell, attorney, now hands the certified copy of the deed mentioned in the Fifth Question to the Special Examiner, and asks that it be filed and the same is filed and marked "Special Examiner's Exhibit No. 1".

6th Int. Did you know Mary C. Burgess, the late wife of the said Charles H. Burgess, deceased?

Ans. I did.

7th Int. Is the said Mary C. Burgess living or dead, and if dead, when and where did she die?

Ans. Mrs. Burgess is dead, She died At Centreville, Maryland

8th Int. Did Mary C. Burgess pre-decease the said Charles H. Burgess, leaving the said Charles H. Burgess surviving her?

Ans. Yes, Mrs. Burgess pre-deceased Charles H. Burgess, her husband, leaving Mr. Burgess surviving her.

9th Int. Was the said Charles H. Burgess married or was he a widower at the time of his death?

Ans. He was a widower. He never remarried after the death of Mrs. Mary C. Burgess.

10th Int. Did the said Charles H. Burgess leave a wife or any child or children or descendants surviving him?

Ans. No. He left no wife, nor any child or children or descendants of any child or children surviving him.

11th Int. Are you familiar with the said real estate near Centreville, Queen Anne's County, Maryland? If so, what, in your opinion and estimation is its value?

Ans. Yes, I am familiar with this property. The opinion I have is that its present value is \$3,000.00.

12th Int. Could this said real estate be divided among the parties entitled to therein without material loss and injury to the parties entitled to interests therein? Give reasons for your answer?

Ans. No, it could not possibly be done. The house sets in the middle of the lot, and to try or attempt to divide it between so many parties would be just impractical.

13th Int. I now hand you paper writing purporting to be certified copy of the last will and testament of the said Charles H. Burgess, deceased. Please examine and say whether it is certified copy of the last will and testament of Charles H. Burgess, deceased.

Ans. This appears to be a certified copy of the last will and testament of Charles H. Burgess, deceased.

Examiner's

Notation:-Mr. Mitchell, Attorney, now hands the certified copy of the last will and testament of said Charles H. Burgess, deceased, to the Special Examiner and asks that it be filed and same is filed and marked "Special Examiner's Exhibit No. 2".

14th Int. Please state to whom Charles H. Burgess, deceased, bequeathed specific legacies, and the aggregate amount of them?

Ans. According to the terms of the will before me, I see that specific bequests are made as follows:

J. Lemuel Roberts, in trust for E. Caroline VanDyke, Annie E. Cahoom, Edith A. Bolte, Jehu Clifton, Dorothy Bolte Osborne, Margaret Clifton, Mary Clifton, Anita Schaefer, Elizabeth H. Westcott, Rosa Thomas, Gladys Burgess Clifton, Eleanor Chambers, and Jos. M. Parvis, Jr.,

The aggregate of these specific bequests is \$8,200.00.

15th Int. Did the said Charles H. Burgess, deceased, by the residuary clause of his last will and testament dispose of the residue of his estate and property after the payment of specific legacies he left by his said last will and testament?

Ans. Yes.

16th Int. How and to whom did he devise and bequeath said residue?

Ans. According to the terms of the will before me he gave and bequeathed the residue to the following named persons, share and share alike, absolutely and in fee simple. The Residuary Legatees are as follows:-

Dorothy Bolte Osborne, Margaret Clifton, Mary Clifton, Anita Schaefer, Elizabeth H. Westcott, Jehu Clifton, Gladys B. Clifton, and Eleanor B. Chambers.

Examiner's Special.

Ans. No.

CHARLES M. WEST

Howard E. Price, second witness, of lawful age, after having been duly sworn, deposes and says:-

1st. Int. State your name, residence and occupation?

Ans. Howard E. Price, Centreville, Maryland, Queen Anne's County, occupation farming and insurance business.

2nd. Int. Did you know Charles H. Burgess, and if so, is he living or dead, and if dead, when and where did he die?

Ans. Yes sir, I knew Mr. Burgess, he is dead, and he died sometime in the latter part of December, 1933. He died at his home on Kidwell Avenue, Centreville, Queen Anne's County, Maryland. In fact he actually died at Easton Hospital and was brought from there to his home for burial.

3rd Int. Do you know the parties to this suit? Are they all or not adults? Where do they reside?

Ans. I don't know any of the parties to this suit except Mr. Lem Roberts. I don't know where they reside, except Mr. Roberts lives at Centreville, and is now working in Washington.

4th Int. Did Charles H. Burgess die seised and possessed of real estate in Queen Anne's County, State of Maryland? If so, describe it?

Ans. Yes. He owned a dwelling house and lot and outbuildings on Kidwell Avenue, Extended, near Centreville, Queen Anne's County, Maryland. The house is a frame dwelling and the lot is about 100 feet wide and has a depth of around 150 feet.

5th Int. I now hand you certified copy of deed from William R. Horney to Charles H. Burgess and Mary C. Burgess, his wife, the deed being dated the 6th day of April, 1926. Is the property described in this deed the property of which Charles H. Burgess, deceased, died seised and possessed?

Ans. Yes.

6th Int. Did you know Mary C. Burgess, the late wife of the said Charles H. Burgess, deceased?

Ans. Yes, I did.

7th Int. Is the said Mary C. Burgess living or dead, and if dead, when and where did she die?

Ans. She is dead. She died at her home on Kidwell Avenue, Centreville, Maryland, and she died about 1929.

8th. Int. Did Mary C. Burgess pre-decease the said Charles H. Burgess, leaving the said Charles H. Burgess surviving her?

Ans. Yes sir.

9th Int. Was the said Charles H. Burgess married or was he a widower at the time of his death?

Ans. He was a widower.

10th Int. Did the said Charles H. Burgess leave a wife or any child or children or descendants surviving him?

Ans. No.

11th Int. Are you familiar with the said real estate near Centreville, Queen Anne's County, Maryland? If so, what, in your opinion and estimation is its value?

Ans. I appraised the property for the Charles H. Burgess estate and at the time of my appraisal I placed a value thereon of \$3000.00, which I think is a little high at the present time. \$2500.00 is about its present value.

12th Int. Could this said real estate be divided among the parties entitled to interests therein without material loss and injury to the parties entitled to interests therein? Give reasons for your answer?

Ans. No, it could not. It would have to be divided up in such a manner that there would be nothing of any value for anyone interested and it would be absolutely impractical to try to do it.

13th Int. I now hand you paper writing purporting to be certified copy of the last will and testament of the said Charles H. Burgess, deceased. Please examine and say whether it is certified copy of the last will and testament of Charles H. Burgess, deceased?

Ans. I would say yes.

14th Int. Please state to whom Charles H. Burgess, deceased, bequeathed specific legacies, and the aggregate amount of them?

Ans. Under the terms of Mr. Burgess's will, specific legacies were made to J. Lemuel Roberts, in trust for E. Caroline Van Dyke, Annie E. Cahoon, Edith A. Bolte, Jehu Clifton, Dorothy Bolte Osborne, Margaret Clifton, Mary Clifton, Anita Schaefer, Elizabeth H. Westcott, Rosa Thomas, Gladys Burgess Clifton, Eleanor Chambers, and Jos. M. Parvis, Jr., and the bequests aggregate the sum of \$8200.00.

15th Int. Did the said Charles H. Burgess, deceased, by the residuary clause of his last will and testament dispose of the residue of his estate and property after the payment of specific legacies he left by his said last will and testament?

Ans. Yes.

16th Int. How and to whom did he devise and bequeath said residue?

Ans. Under the terms of the will of Mr. Burgess the residuary legatees are Dorothy Bolte Osborne, Margaret Clifton, Mary Clifton, Anita Schaefer, Elizabeth H. Westcott, Jehu Clifton, Gladys B. Clifton and Eleanor B. Chambers, and these parties under the will are to share and share alike, absolutely in fee simple.

Examiner's
Special.

Ans. No.

HOWARD E. PRICE

Miss Marie Shortall, third witness, of lawful age, after having been duly sworn, deposes and says:-

1st Int. State your name, residence and occupation?

Ans. Marie Shortall, Centreville, Maryland, and I am Deputy Register of Wills of Queen Anne's County.

2nd Int. Can you say whether letters testamentary have been granted by the Orphans' Court for Queen Anne's County on the estate of late Charles H. Burgess, deceased? If so, to whom were they granted?

Ans. Yes, letters testamentary were granted, and they were granted to J. Lemuel Roberts.

3rd Int. Did the said Charles H. Burgess, deceased, leave a last will and testament?

Ans. Yes.

4th Int. Has said last will and testament been admitted to probate by the Orphans' Court for Queen Anne's County, and who was named Executor thereof, and has said Executor qualified as such?

Ans. Yes, Mr. Burgess's last will and testament was admitted to probate on December 26th, 1933, Mr. J. Lemuel Roberts was named Executor thereof, and Mr. Roberts has duly qualified as such Executor.

5th Int. Has there been an appraisal and an inventory filed in the Office of the Register of Wills of Queen Anne's County, of the personal property and of the real estate of said Charles H. Burgess, deceased? If so, state the amount of the inventory of the personal property of said Charles H. Burgess, deceased; and also the amount of the inventory of the real estate of said Charles H. Burgess, deceased?

Ans. There has been an appraisement of personal property and an inventory filed. The amount of the inventory is \$2,547.18. There has been also an appraisement of real estate, and an inventory thereof filed. The amount of this is \$3,000.00.

6th Int. Please state the amount of the claims proved, filed and allowed against the estate of the said Charles H. Burgess, deceased? In giving your answer to this question, give me the aggregate amount?

Ans. The amount of the claims proved, filed and allowed against this estate aggregate the sum of \$1333.84.

Examiner's
Special.

Ans. No sir.

MARIE SHORTALL

There being no other witnesses to be examined at this time, the taking of testimony in this case was postponed to a future date.

H. B. W. Mitchell, Esquire, Solicitor for the Plaintiffs in this Cause, having notified your Special Examiner in this Cause that he desired to take further testimony on November 6th, 1934, I attended at my office at Centreville, Maryland, at the hour of 11.30 A. M., there being present H. B. W. Mitchell, Esquire, Solicitor for the Plaintiffs, and J. Lemuel Roberts, Executor and Trustee, one of the Plaintiffs, and proceeded to take the following testimony, to wit:-

J. Lemuel Roberts, fourth witness, of lawful, age, after having been duly sworn, deposes and says:-

1st Int. Please state your name, your residence and your occupation?

Ans. J. Lemuel Roberts, Centreville, Maryland, Deputy Collector of Internal Revenue.

2nd Int. Did you know Charles H. Burgess, and if so, is he living or dead, and if dead, when did he die?

Ans. Yes, I knew Charles H. Burgess. He is dead, and he died in December, 1933.

3rd Int. Do you know the parties to this suit, and are they all adults, where do they reside?

Ans. Yes, I know all the parties to this suit. They are all adults. None of the Defendants are residents of the State of Maryland, but all reside in the state of Massachusetts. Jehu Clifton lives in Wilmington, Delaware; Annie E. Cahoon, Edith A. Bolte and Dorothy Bolte Osborne all live in New Jersey; All the rest of the Plaintiffs live in the State of Maryland. I made one error as to all Defendants living in Massachusetts. All the Cliftons who are defendants live there, but Eleanor Chambers lives in N. C.

4th Int. Did the said Charles H. Burgess die seised and possessed of real estate in Queen Anne's County, Maryland. If so, describe it?

Ans. Yes, he did. He left a dwelling property on Kidwell Avenue Extended, near Centreville, in the Third Election District of Queen Anne's County, Maryland.

5th Int. Did you know Mary C. Burgess, the late wife of the said Charles H. Burgess, deceased? Is the said Mary C. Burgess living or dead, and if dead, when did she die?

Ans. Yes, I knew Mary C. Burgess, the late wife of Charles H. Burgess. Mrs. Mary C. Burgess is dead, having died in the month of August, 1929.

6th Int. Did Mary C. Burgess pre-decease the said Charles H. Burgess leaving the said Charles H. Burgess surviving her?

Ans. Yes.

7th Int. Was the said Charles H. Burgess married, or was he a widower at the time of his death?

Ans. Mr. Charles H. Burgess was a widower at the time of his death.

8th Int. Did the said Charles H. Burgess leave a wife, or any child or children, or descendants surviving him?

Ans. No.

9th Int. Are you familiar with the real estate near Centreville, Queen Anne's County, Maryland, of which said Charles H. Burgess died seised and possessed, and if so, what in your opinion is its value?

Ans. Yes, I am very familiar with the real estate of which Charles H. Burgess died seised and possessed. It was appraised at \$3,000.00, but in my opinion its

value is \$3,500.00.

10th Int. Could the said real estate of which the said Charles H. Burgess died seized and possessed as aforesaid be divided among the parties entitled to interests therein without material loss and injury to the parties entitled to interests therein? Give reasons for your answer?

Ans. No, the real estate could not be divided without material loss and injury among the parties entitled to interest therein, because there is just one set of buildings upon the property. They could not be divided, and the lots would be too small to be of any value.

11th Int. Please state to whom Charles H. Burgess bequeathed specific legacies and the aggregate amount of them?

Ans. Mr. Burgess bequeathed specific legacies, aggregating \$8,200.00, to the following parties:-

J. Lemuel Roberts, in trust, for E. Caroline VanDyke; to Annie E. Cahoon, Edith A. Bolte, Jehu Clifton, Corothy Bolte Osborne, Margaret Clifton, Mary Clifton, Anita Schaefer, Elizabeth H. Westcott, Rosa Thomas, Gladys Burgess Clifton, Eleanor Chambers, and Joseph M. Parvis, Junior.

12th Int. Did the said Charles H. Burgess, by residuary Clause in his last will and testament, dispose of the residue of his estate and property after the payment of specific legacies he left by his said last will and testament?

Ans. He did.

13th Int. How and to whom did he devise and bequeath said residue?

Ans. He devised and bequeathed the residue to the following parties, namely: Dorothy Bolte Osborne, Margaret Clifton, Mary Clifton, Anita Schaefer, Elizabeth H. Westcott, Jehu Clifton, Gladys E. Clifton, Eleanor B. Chambers.

14th Int. It appears from the last will and testament of said Charles H. Burgess, deceased, that you were designated as the Executor thereof. Is this so, and if so, have you qualified as such Executor?

Ans. Yes, and I have qualified as such Executor.

15th. Int. Has there been an inventory filed of the real estate and personal property of which said Charles H. Burgess, deceased, died seized and possessed, and if so, what is the amount of it?

Ans. The inventory of the personal property is \$2547.18, and the inventory of the real estate is \$3000.00, aggregating \$5547.18.

16th Int. Has there been a sale of the personal property of Charles H. Burgess, deceased, and if so, what did the sale thereof amount to?

Ans. Yes, there has a partial sale of the personal property amounting to \$511.80. The personal property that has not been sold, consisting of securities, in my opinion, and from investigations that I have made will not bring more than \$1800.00.

17th Int. Would there be sufficient amount from the proceeds of the sale of the personal property of Charles H. Burgess, deceased, to pay the specific legacies bequeathed by him by his last will and testament.

Ans. No.

Special Examiner's Question:-

Ans. No.

J. LEMUEL ROBERTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

There being no 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 three days in taking this testimony and examined four witnesses, making the charges as follows:-

To John Palmer Smith, Special Examiner	\$ 12.00
To Charles M. West, witness	.75
To Howard E. Price, witness	.75
To Miss Marie Shortall, witness	.75
To J. Lemuel Roberts, witness	.75
	<hr/>
	\$ 15.00

JOHN PALMER SMITH
Special Examiner.

For "Special Examiner's Exhibit No. 1" and "Special Examiner's Exhibit No. 2", see "Exhibit No. 1" and "Exhibit No. 2" recorded following Bill of Complaint and Certificate of Advertisement of Order of Publication.

ADDITIONAL TESTIMONY AND
SUPPLEMENTAL REPORT
Filed Nov. 20, 1934.

J. Lemuel Roberts, Executor
of the last will and testament
of Charles H. Burgess, late of
Queen Anne's County, deceased,
et al.,

vs.

Margaret Clifton, et al.,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN

EQUITY.

Chancery Cause No. 3008.

.....

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The SUPPLEMENTAL REPORT of John Palmer Smith, Special Examiner in the above entitled Cause, to your Honors Respectfully sets forth:

H. B. W. Mitchell, Esq., of Centreville, Maryland, Solicitor for the Plaintiffs in this Cause, having notified me that he desired to take additional testimony in this case, I did attend at my office in Centreville, Maryland, on Tuesday, November 20th, 1934, at 11 o'clock A. M., there being present H. B. W. Mitchell, Esq., Solicitor for the Plaintiffs in this Cause, and proceeded to take the following testimony, to wit:-

Charles M. West, of Centreville, Maryland, a witness of lawful age, having been previously sworn in this Cause as a witness, deposes and says:-

1st Int. Mr. West, in answer to the 14th interrogatory to you when you testified in this case, you named as the specific legatees to whom Charles H. Burgess, deceased, bequeathed specific legacies, the following persons:

J. Lemuel Roberts, in trust for E. Caroline VanDyke, Annie E. Cahoon, Edith A. Bolte, Jehu Clifton, Dorothy Bolte Osborn, Margaret Clifton, Mary Clifton, Anita Schaefer, Elizabeth H. Westcott, Rosa Thomas, Gladys Burgess Clifton, Eleanor Chambers and Joseph M. Parvis, Jr.

And now, Mr. West, in answer to the 16th Interrogatory to you when you testified in this case, you named as the residuary legatees to whom Charles H. Burgess, deceased, bequeathed and devised the rest and residue of his estate and property, real and personal, of every kind and description, the following persons:

Dorothy Bolte Osborne, Margaret Clifton, Mary Clifton, Anita Schaefer Elizabeth H. Westcott, Jehu Clifton, Gladys B. Clifton, and Eleanor B. Chambers.

Are these specific legatees and these residuary legatees and devisees mentioned in the last will and testament of Charles H. Burgess, deceased, and who are named by you in answer to the 14th Interrogatory and to the 16th Interrogatory to you in your previous testimony in this Cause, the same parties who are parties to the Bill of Complaint filed in this Cause?

Ans. Yes.

2nd. Int. Are all of the parties named in the last will and testament of Charles H. Burgess, Deceased, as specific legatees and residuary legatees and devisees, also parties to the Bill of Complaint filed in this Cause, and are all of the parties to this proceeding also parties named as specific and residuary legatees in the said last will and testament of the said Charles H. Burgess, deceased?

Ans. Yes.

Examiner's
Special?

Ans.

CHARLES M. WEST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

There being no further testimony to be taken, and neither party desiring further time for the production of evidence your Special Examiner makes his Return and Certifies as follows:-

To amount of charges as shown in first Report	\$ 15.00
To Charles M. West, witness, in taking of additional testimony,	.75
To John Palmer Smith, Special Examiner, for making Supplemental Report.	4.00
	\$ 19.75

JOHN PALMER SMITH
Special Examiner.

DECREE
Filed November 21, 1934.

J. Lemuel Roberts, Executor and
Trustee under the last will and
testament of Charles H. Burgess,
deceased, and others,

vs.

Mary Clifton and Margaret Clifton
and others.

In the Circuit Court for
Queen Anne's County, in
Equity. No. 3008.

DECREE FOR SALE.

This cause standing ready for hearing and being submitted without argument, the proceedings were read and considered.

It is thereupon, this 20th day of November, in the year nineteen hundred and thirty four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold; that J. Lemuel Roberts and H. B. W. Mitchell, of Queen Anne's County, Maryland, be, and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties, to be approved by the Clerk of this Court, in the penalty of Thirty-five hundred Dollars, if corporate surety be given and in double said penalty if personal sureties be given, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, after having first given at least three (3) weeks previous notice by advertisement inserted in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice and advertisement as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One half of the purchase money payable in cash at the time of sale and one half payable in six months from day of sale, or all in cash, at the option of the purchaser or purchasers, the credit payments to bear interest from the day of sale and to be secured to the satisfaction of 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 the same, with an affidavit of the truth thereof, and of the fairness of such 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 his, her or their heirs, the property to him, her or them sold, free, clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them.

And the said Trustees shall bring into this Court the money arising on such sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

THOMAS J. KEATING

Filed Nov. 21, 1934.

CERTIFIED COPY OF BOND
Filed Dec. 21, 1934.

Queen Anne's County, to wit:- Be it remembered that on the 21st. day of December, in the year 1934, the following Bond was filed for record to wit:-

Know All Men By These Presents, that we, J. Lemuel Roberts and H. B. W. Mitchell, of Queen Anne's County, State of Maryland, as principals, and the Maryland Casualty Company, a body corporate, authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of three thousand, five hundred dollars current money to be paid to the said State or its certain attorney. To which payment well and truly to be made and done we bind ourselves, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents, Sealed with our seals and dated this twenty first day of November, in the year nineteen hundred and thirty four.

Whereas, by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date the 20th. day of December, in the year 1934, and passed in a cause in said Court wherein J. Lemuel Roberts, Executor and Trustee, and others are plaintiffs and Margaret Clifton and others are defendants, being cause No. 3008 on the Chancery Docket of said Court, the above bounden, J. Lemuel Roberts and H. B. W. Mitchell, have been appointed Trustees

to make sale of certain real estate in the proceedings in the aforesaid cause mentioned.

Now, The Condition Of The Above Obligation Is Such that if the above bounden, J. Lemuel Roberts and H. B. W. Mitchell, do and shall well and faithfully perform an execute the trust reposed in them by said decree or that may be reposed in them by any future decree or order in the premises then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

J. Lemuel Roberts (SEAL)

Signed, sealed and delivered
in the presence of:

H. B. W. Mitchell (SEAL)

Witness as to J. Lemuel Roberts
Augustus Howard

Maryland Casualty Company

By H. B. W. Mitchell
Attorney in fact.

Witness as to
H. B. W. Mitchell:
Verna Crowl

Seal's
Place.

And on the back of the foregoing Bond was thus indorsed to wit:- Security Approved and Bond filed December 21st. 1934.

William H. Carter, Clerk

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

I hereby certify that the foregoing bond is truly taken and copied from B. H. T. No. 1 folio 301 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 21st. day of December in the year 1934.

WILLIAM H. CARTER

Clerk.

Seal's
Place.

REPORT OF SALE
Filed December 22, 1934.

J. Lemuel Roberts, Executor Etc., et al.,

vs.

Margaret Clifton et al.

In the Circuit Court for
Queen Anne's County, in
Equity. No. 3008.

To the Honorable, the Judges of said Court:

The report of J. Lemuel Roberts and H. B. W. Mitchell, Trustees under the decree passed on the 20th. day of November, 1934, 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 four successive weeks, being more than three weeks notice previous to the day of sale, and after having filed and approved bond for the faithful performance of their trust, said Trustees did attend at 1.30 o'clock p. m., on Saturday, December, 22nd., 1934, in front of the Court House Door in Centreville, Maryland, and proceeded to sell the property mentioned in said decree, at public auction, consisting of all that lot of land, improved by frame dwelling house and outbuildings, being the late residence of Charles H. Burgess, late of Queen Anne's County, deceased, situated on the eastern suburbs of the town of Centreville, Queen Anne's County, Maryland, and lying on the North side of the public road or street known as Kidwell Avenue Extended leading out of Centreville in the direction of Ruthsburg, having a frontage on said avenue of 105 feet, more or less, and a depth back from said avenue of 153 feet and 5 inches, more or less, adjoining on one side the property of Annie P. Mitchell and on the other side the property of Carrie Lee Forman, and being the same land that was conveyed unto Charles H. Burgess and Mary C. Burgess, his wife, as tenants by the entireties, by deed dated April 6th., 1926, and recorded in liber B. H. T. No. 5, a land record book for Queen Anne's County, folio 145, and sold the same to Milton E. Ringgold, Harold E. Ring and Clarence O. Ringgold, of said County and State, as tenants in common, they being then and there the highest bidders therefor at and for the sum of one thousand, nine hundred dollars (\$1,900.00), and the purchasers have complied with the terms of sale by giving their check to the Trustees for the entire purchase money.

In addition to the advertised terms of sale, the Trustees stated at the time of the sale that the State and County taxes for the year 1934 would have to be paid by the purchaser, and that, upon compliance with the terms of

sale, the purchaser would be given the possession of the property subject to the final ratification of the sale by the court.

Respectfully submitted.

J. LEMUEL ROBERTS

H. B. W. MITCHELL
TRUSTEES.

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

I hereby certify that on this 22nd. day of December, 1934, before me, the subscriber, William H. Carter, Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Lemuel Roberts and H. B. W. Mitchell, Trustees, and made oath that the matters and things set forth in the foregoing report of sale were true as therein stated and that the sale was fairly made.

WM. H. CARTER
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Filed Dec. 22nd, 1934.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT
Filed December 22, 1934.

PUBLIC SALE

OF Desirable
RESIDENTIAL PROPERTY
in Centreville, Md.

By virtue of a decree of the Circuit Court for Queen Anne's County, passed November 20th., 1934, in a cause therein entitled J. Lemuel Roberts, executor and Trustee and others vs. Margaret Clifton and others, No. 3008 on the Chancery Docket of said Court, the undersigned, Trustees named by said decree will sell at public auction in front of the Court House Door in Centreville, Md., SAT., DEC. 22nd, 1934 beginning at the hour of 1.30 o'clock P. M.

All that lot of land, improved by frame dwelling house and out buildings, being the late residence of Charles H. Burgess, late of Queen Anne's County, deceased, situated on the eastern suburbs of the town of Centreville, Queen Anne's County, Maryland, and lying on the North side of the public road or street known as Kidwell Avenue Extended leading out of Centreville in the direction of Ruthsburg having a frontage on said Avenue of 105 feet, more or less, and a depth back from said Avenue of 153 feet and 5 inches, more or less, adjoining on one side the property of Annie P. Mitchell and on the other side the property of Carrie Lee Forman, and the being the same land that was conveyed unto Charles H. Burgess and Mary C. Burgess, his wife, as tenants by the entirety, by deed dated April 6th, 1926, and recorded in liber B. H. T. No. 5, a land record book for Queen Anne's County, folio 145.

TERMS OF SALE: As prescribed by the decree, one-half of the purchase money will be payable in cash at the time of the sale and one-half 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 to the satisfaction of the undersigned. Title papers and I. R. stamps to be at the expense of the purchaser.

J. Lemuel Roberts,
H. B. W. Mitchell, Trustees
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., Dec. 22, 1934

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Trustees Sale in the case of Residential property of Charles H. Burgess, 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 five successive weeks the first publication thereof having been made in said newspaper on the 22 day of Nov. 1934, being more than three weeks before the 22 day of December, 1934.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

N I S I

J. Lemuel Roberts, Executor, et al.

VS.

Margaret Clifton, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 3008.

ORDERED, This 22nd day of December A. D., 1934, that the sale of the real estate made and reported in this cause by J. Lemuel Roberts and H. B. W. Mitchell Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of February next.

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

WM. H. CARTER

Clerk

Filed December 22nd, 1934.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed March 14, 1935.

N I S I

J. LEMUEL ROBERTS, Executor
et. al.

vs.

MARGARET CLIFTON, et. al.

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

Chancery No. 3008.

ORDERED, This 22nd day of December A. D., 1934, that the sale of the real estate made and reported in this cause by J. Lemuel Roberts and H. B. W. Mitchell, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of February next.

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

WM. H. CARTER Clerk

True Copy test:

WM. H. CARTER Clerk

Filed December 22nd, 1934.

THE CENTREVILLE OBSERVER

Centreville, Md., March 14, 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of J. Lemuel Roberts executor et al. vs. Margaret Clifton, 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 3d day of January, 1935, being more than four weeks before the 8th day of February, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT

Filed March 14th, 1935.

J. Lemuel Roberts, Executor Etc., et al.

vs.

Margaret Clifton et al.

In the Circuit Court for Queen
Anne's County, in Equity.
No. 3008.

ORDERED, this fourteenth day of March, 1935, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported by J. Lemuel Roberts and H. B. W. Mitchell, Trustees, in the aforesaid cause of J. Lemuel Roberts, Executor etc., et al vs Margaret Clifton et al., No. 3008 in this Court, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to

have been given as required by the preceding order nisi. The Trustees are allowed the usual commissions and all expenses not personal, upon producing proper vouchers therefor before the Auditor.

THOS. J. KEATING

Filed March 14th, 1935.

REPORT AND ACCOUNT OF
THE AUDITOR
Filed July 2, 1935.

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

J. Lemuel Roberts,
Executor, et al.,

vs.

Margaret Clifton, et al.

Cause No. 3008.

To the Honorable, the Judges of said Court:

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

That it appears from the will of Charles H. Burgess filed in this cause that by items 1 to 12, inclusive, of his will, he gave to sundry parties pecuniary legacies amounting to \$8200.00 and that these legacies stand on an equal footing. That it also appears from the proceedings of this cause that he did not leave personal property sufficient to pay these pecuniary legacies and that he was at the time of his death seized and possessed of the real estate which has been sold in these proceedings.

That according to his will the testator did not specifically devise the real estate but that the same passed under the residuary or thirteenth clause of his will.

That it appears to the Auditor that these proceedings were instituted for the sale of this real estate for the payment of the pecuniary legacies remaining after the application thereto of the personal estate of the testator and it also appears to the Auditor that the will was filed under the law set forth in Section 340 of Article 93 of the Annotated Code of Public General Laws of Maryland.

That the within account has been stated by the Auditor under the views stated above.

That the sale of the real estate sold under this cause did not amount to enough to pay the costs of this cause and the amounts of the pecuniary legacies remaining unpaid after the application thereto of the personal estate.

That in the within account the Auditor has charged the trustees appointed by the decree of this cause to sell said real estate with the gross sale made by them and then thereout has allowed them their commissions for making the sale, the court costs of these proceedings, costs of advertising the sale and several order nisi of this cause, certain taxes paid by them, the costs of their bond, per vouchers exhibited, and the fee of the Auditor.

That the balance then remaining, less the collateral inheritance taxes, due by the pecuniary legatees on the amounts passing to them, is divided pro rata among the pecuniary legatees named in the items 1 to 12, inclusive, according to their respective rights.

That the collateral inheritance taxes mentioned are then distributed unto the trustees to be paid by them to the State of Maryland.

That the Auditor found it necessary to take evidence in addition to that taken before the decree in order to obtain evidence upon which to state the within account, and he returns the same herewith as part of this audit, and the certified copy of the administration account of the executor of Charles H. Burgess is returned as part of this testimony, having been filed with the Auditor at the taking of his testimony.

Which is respectfully submitted.

MADISON BROWN
Auditor.

Filed July 2nd, 1935.

Cause No. 3008.

The proceeds of the sale of the real estate of Charles H. Burgess, late of Queen Anne's County, deceased, devised by him under the residuary clause of his last will and testament, and sold in the proceedings of this cause, in account with J. Lemuel Roberts and H. B. W. Mitchell, trustees appointed by the decree of this cause to sell said real estate.

1934 Dec. 22	Cr.		
		By Gross proceeds of the sale made by said trustees and herein reported, per report of sale filed, to wit:	\$1,900.00
" "	Dr.		
		To J. Lemuel Roberts and H. B. W. Mitchell, trustees, for their commissions for making said sale, per rule of court.	\$ 117.50
		To do., for the court costs of this cause as set out in the Clerk's statement, as follows:	
		Costs of Wm. H. Carter, clerk	\$44.30
		Appear. fee of H.B.W. Mitchell, Atty..	10.00
		Costs of N. S. Dudley, Register of Wills	2.50
		Cost of John P. Smith, special examiner	16.00
		Cost of Witnesses before Examiner	3.75
		Total	<u>\$76.55</u> 76.55
		To do., for the costs of advertising in The Centreville Observer, notice of the sale	\$14.00
		order nisi thereon	3.75
		total per statement exhibited	<u>\$17.75</u> 17.75
		To do., for the balance of State and County taxes on land sold for year 1933 paid Anna Q. Skinner, treasurer, per her receipted statement, the sum of	1.70
		To do., for the costs of their bond filed herein paid the corporate surety thereon per receipted account exhibited, the sum of	14.00
		To do., for the charges of J. E. Anthony, auctioneer, for crying the sale made, per bill for same exhibited, the sum of	15.00
		To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of	2.50
		To Madison Brown, auditor, for stating this account including his Clerk's charges at taking of testimony, the sum of	31.50
		To N. S. Dudley, Register of Wills, for copy of Administration Account, the sum of	3.50
			\$280.00
		To balance carried below for distribution	<u>\$1,620.00</u>
			<u>\$1,900.00</u> \$1,900.00

June 29, 1935. MADISON BROWN
Auditor

Filed July 2, 1935.

DISTRIBUTION
DR.

L. To the legatees in remainder named in Item 1 of Will of Testator, on account of legacy of \$2,000.00 given them by said Will, .1975609 per cent. of balance of \$1,620.00 \$395.12

For the distribution of this sum pro rata among the remainder named in said Item to take said legacy at death of life tenant see below.

2.	To Annie E. Cahoon, sister of testator, on account of legacy of \$500.00 given her by Item 2 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$98.78 less collateral inheritance tax thereon <u>4.94</u> leaving net amount to be paid to her \$93.84	4.94 93.84
3.	To Edith A. Bolte, niece of testator, on account of legacy of \$500.00 given her by Item 3 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$98.78 less collateral inheritance tax thereon <u>4.94</u> leaving net amount to be paid to her \$93.84	4.94 93.84
4.	To Jehu Clifton, nephew of testator, on account of legacy of \$2,000.00 given him by Item 4 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$395.12 less collateral inheritance tax thereon <u>19.76</u> leaving net amount to be paid to him \$375.36	19.76 375.36
5.	To Dorothy Bolte Osborne, grandniece of testator, on account of legacy of \$500.00 given her by Item 5 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$ 98.78 less collateral inheritance tax thereon <u>4.94</u> leaving net amount to be paid to her \$ 93.84	4.94 93.84
6.	To Margaret Clifton, grandniece of testator, on account of legacy of \$500.00 given her by Item 5 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$ 98.78 less collateral inheritance tax thereon <u>4.94</u> leaving net amount to be paid to her \$ 93.84	4.94 93.84
7.	To Mary Clifton, grandniece of testator, on account of legacy of \$500.00 given her by Item 6 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$ 98.78 less collateral inheritance tax thereon <u>4.94</u> leaving net amount to be paid to her \$ 93.84	4.94 93.84
8.	To Anita Schaefer, friend of testator, on account of legacy of \$500.00 given her by Item 7 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$ 98.78 less collateral inheritance tax thereon <u>4.94</u> leaving net amount to be paid to her \$ 93.84	4.94 93.84
9.	To Elizabeth H. Westcott, friend of testator, on account of legacy of \$500.00 given him by Item 8 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$ 98.78 less collateral inheritance tax thereon <u>4.94</u> leaving net amount to be paid to her \$ 93.84	4.94 93.84
10.	To Rosa Thomas, servant of testator, on account of legacy of \$100.00 given her by Item 9 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$ 19.76 less collateral inheritance tax thereon <u>.99</u> leaving net amount to be paid to her \$ 18.77	.99 18.77
11.	To Gladys Burgess Clifton, niece of testator, on account of legacy of \$250.00 given her by Item 10 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$ 49.39 less collateral inheritance tax thereon <u>2.47</u> leaving net amount to be paid to her \$ 46.92	2.47 46.92
12.	To Eleanor Chambers, on account of legacy of \$250.00 given her by Item 11 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$ 49.39 less collateral inheritance tax thereon <u>2.47</u> leaving net amount to be paid to her \$ 46.92	2.47 46.92
13.	To Joseph M. Parvis, junior, godson of testator, on account of legacy of \$100.00 given him by Item 12 of said Will, .1975609 per cent. of said balance of \$1,620.00 . . . \$ 19.76 less collateral inheritance tax thereon <u>.99</u> leaving net amount to be paid to her \$ 18.77	.99 18.77
	To amount distributed above	\$1,620.00

CR.

By amount brought down for distribution \$ 1,620.00

June 29, 1935.

MADISON BROWN
Auditor.

Filed July 2nd, 1935.

Distribution of \$395.12

Distribution of \$395.12 set apart by paragraph 1 to be paid pro rata to remaindermen named in Item 1 of Will to take the legacy therein given to them on death of life tenant now dead. Each remainderman taking an equal part with the others and their names and the distribution to them follows:-

1. Unto Dorothy Bolte Osborne, grandniece of testator, 1/8 of said sum of \$395.12	\$49.39	
less collateral inheritance tax thereon	<u>2.47</u>	2.47
leaving to be paid to her	\$46.92	46.92
2. Unto Margaret Clifton, grandniece of testator, 1/8 of said sum of \$395.12	\$49.39	
less collateral inheritance tax thereon	<u>2.47</u>	2.47
leaving to be paid to her	\$46.92	46.92
3. Unto Mary Clifton, grandniece of testator, 1/8 of said sum of \$395.12	\$49.39	
less collateral inheritance tax thereon	<u>2.47</u>	2.47
leaving to be paid to her	\$46.92	46.92
4. Unto Anita Schaefer, friend of testator, 1/8 of said sum of \$395.12	\$49.39	
less collateral inheritance tax thereon	<u>2.47</u>	2.47
leaving to be paid to her	\$46.92	46.92
5. Unto Elizabeth H. Wescott, friend of testator, 1/8 of said sum of \$395.12	\$49.39	
less collateral inheritance tax thereon	<u>2.47</u>	2.47
leaving to be paid to her	\$46.92	46.92
6. Unto Jehu Clifton, nephew of testator, 1/8 of said sum of \$395.12	\$49.39	
less collateral inheritance tax thereon	<u>2.47</u>	2.47
leaving to be paid to her	\$46.92	46.92
7. Unto Gladys B. Clifton, niece of testator, 1/8 of said sum of \$395.12	\$49.39	
less collateral inheritance tax thereon	<u>2.47</u>	2.47
leaving to be paid to her	\$46.92	46.92
8. Unto Eleanora Chambers, niece of testator, 1/8 of said sum of \$395.12	\$49.39	
less collateral inheritance tax thereon	<u>2.47</u>	2.47
leaving to be paid to her	\$46.92	46.92
To total amount distributed		\$395.12
By total amount to be distributed		<u>\$395.12</u>

June 29, 1935.

Cause No. 3008.

RECAPITULATION OF DISTRIBUTION

Under Items 2 to 12, inclusive of Will of Testator by the Distribution set forth above there has been distributed

2. Unto Annie E. Cahoon,	the sum of	\$93.84
3. Unto Edith A. Bolte,	the sum of	93.84
4. Unto Jehu Clifton,	the sum of	375.36
5. Unto Dorothy Bolte Osborne,	the sum of	93.84
5X Unto Margaret Clifton,	the sum of	93.84
6. Unto Mary Clifton,	the sum of	93.84
7. Unto Anita Schaefer,	the sum of	93.84
8. Unto Elizabeth H. Westcott,	the sum of	93.84
9. Unto Rosa Thomas,	the sum of	18.77
10. Unto Gladys Burgess Clifton,	the sum of	46.92
11. Unto Eleanor Chambers,	the sum of	46.92
12. Unto Joseph M. Parvis,	the sum of	18.77

6. Q - Please examine Item 9 of this Will and tell me if you can whether or not Rosa Thomas named in said Item was living at time of death of Charles H. Burgess.
 A - She was living at time of death of Charles H. Burgess and is now living.
7. Q - Please state whether or not you have filed in the Orphans' Court of Queen Anne's County your final account as Executor of Charles H. Burgess. If so, when?
 A - I have had stated and filed in said Court my final account as Executor of Estate of Charles H. Burgess and it was passed by Orphans' Court on May 28, 1935.

I now hand you a certified copy of this account and ask you to file it in this cause.

NOTE: The witness herewith hands the auditor a paper writing which appears to be a certified copy of the first and final account of J. Lemuel Roberts as Executor of the Will of Charles H. Burgess. The Auditor accepts this account and will return the same with this testimony as part thereof.

8. Q - By Items 1 to 12 inclusive of the last Will and Testament of Charles H. Burgess he gives certain pecuniary legacies to parties named in his last Will and Testament. State whether or not the personal property left by the said Charles H. Burgess was sufficient to pay these pecuniary legacies in full.
 A - These pecuniary legacies amounted to \$8,200 and the personal estate of Charles H. Burgess paid to each legatee named in said items .382008 per cent. of each legacy and this will fully appear from the Administration Account which I have just delivered to you.

Examiner's Special Question-

- 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 - I do not.

J. LEMUEL ROBERTS

The foregoing testimony taken before undersigned who now returns the same, with the paper writing therein mentioned, to above named court as part of the audit.

MADISON BROWN
 Auditor
 June 29-1935.

IN RE ESTATE OF
 CHARLES H. BURGESS,
 DECEASED.

In the Orphans' Court of
 Queen Anne's County
 No. 2026.

The First and Final Administration Account of J. Lemuel Roberts, Executor of the last will and Testament of Charles H. Burgess, late of Queen Anne's County, State of Maryland, deceased.

This Accountant charges himself with the Inventory of the Personal Property of the deceased, to wit:	\$ 2,747.18
Less Rocking Chair of Mrs. Barbara Harley, erroneously inventoried	\$1.00
And less pair Link Cuff Buttons of Edward B. Emory, erroneously inventoried	2.00
	<u>3.00</u>
	\$ 2,744.18

And this accountant charges himself with gain on sales of personal property as per account of sales, to wit:	1,338.22
	<u>\$ 4,082.40</u>

And this Accountant charges himself with Life Insurance, to wit:	1,300.00
	<u>\$ 5,382.40</u>

And this accountant charges himself with interest (dividends) collected by him since the death of the deceased,	187.95
TOTAL ESTATE, TO WIT:	<u>\$ 5,570.35</u>

And this Accountant craves the following allowances, to wit:

For a Cameo Ring appraised @ \$5.00 and watch appraised at \$10.00 and bequeathed by the testator to Jos. M. Parvis, Jr., and deliver to him, 15.00
 \$ 5,555.35

And for an amount to pay Norman S. Dudley, Register of Wills for his costs incident to the closing of this estate, to wit: \$ 93.00

And for an amount to pay premium on his official bond, being corporate security as per receipt herewith exhibited, to wit: 63.00

And for an amount paid J. Nelson Fesmyer, for attention to plumbing, as per receipt herewith exhibited, to wit: 2.25

And for an amount paid the Centreville Observer Publishing Company, for advertising notice to creditors, as per receipt herewith exhibited, to wit: 5.00

And for an amount paid to The Centreville Observer Publishing Company, for advertising sale of personal property as per receipt herewith exhibited, to wit: 13.26

And for an amount paid J. Elmer Anthony Auctioneer, for crying sale, as per receipt herewith exhibited, to wit: 15.00

And for an amount retained to pay his commissions @ 10% on the sum of \$5,570.35, being commissions allowed to Executors and Administrators, to wit: \$557.03
 Less State Tax paid to the State of Maryland, being 1% on the sum of \$5,570.35, to wit: 55.70 55.70
 Leaving this net amount of commissions retained, to wit: 501.33

And for an amount to pay H. E. Price and A. M. Perkins, for making inventory of personal property of the deceased, to wit: 6.00

And for an amount to pay H. B. W. Mitchell, Attorney, for professional services to the estate of deceased, to wit: 125.00

Total amount of expenses, to wit: \$ 879.54

Amount brought down, to wit: \$ 4,675.81

And this Accountant also craves allowance for the following payments, to wit:

1. For an amount paid Barton Brothers for the funeral expenses of the deceased, as per their claim filed against the estate and allowed as per receipt herewith exhibited, to wit: \$319.50

2. And for an amount paid Anna Q. Skinner, Treasurer, for balance of state and county taxes for 1932 on property of deceased, as per receipt herewith exhibited, to wit: 28.55

3. And for an amount paid Anna Q. Skinner, Treasurer, for state and county taxes for 1933 on property of deceased, as per receipt herewith exhibited, to wit: 37.90

4. And for an amount paid Dr. H. F. McPherson, for his claim filed and allowed against the estate as per receipt herewith exhibited, to wit: 114.00

5. And for an amount paid Mary Redman, her claim filed and allowed against the estate as per receipt herewith exhibited, to wit: 35.00

6. And for an amount paid Dorothy Mandrell, for claim as per receipt herewith exhibited, to wit: 10.00

7. And for an amount paid Emergency Hospital, for their claim filed and allowed against the estate as per receipt herewith exhibited, to wit: 53.25

8. And for an amount paid O. K. Nelson, as per receipt herewith exhibited, to wit:	1.25
9. And for an amount paid Harper & Horney, for their claim filed and allowed against the estate, as per receipt herewith exhibited,	5.00
10. And for an amount paid Lowe & Bartlett, for their claim filed and allowed against the estate, as per receipt herewith exhibited, to wit:	4.95
11. And for an amount paid E. S. Adkins & Co., for their claim filed and allowed against the estate, as per receipt herewith exhibited, to wit:	10.40
12. And for an amount paid The Centreville National Bank, for its claim filed and allowed against the estate, as per receipt herewith exhibited, to wit:	15.60
13. And for an amount paid The First National Bank of Chester- town, note filed and allowed, to wit: \$35.00 Interest from Jan. 19, 1934, <u>2.98</u>	37.98
14. And for an amount paid The Centreville National Bank of Maryland, note filed and allowed to wit: 462.64 Interest on said note, to wit: <u>39.36</u>	502.00
15. And for an amount paid Bladwin Electrical Corporation, for its claim filed and allowed against the estate, as per re- ceipt herewith exhibited, to wit:	7.89
16. And for an amount paid Howard W. Ryland, for his claim fil- ed and allowed against the estate, as per receipt herewith, ex- hibited, to wit:	1.00
17. And for an amount paid Mary A. Tilghman, for her claim filed and allowed against the estate, as per receipt here- with exhibited, to wit:	38.60
18. And for an amount paid The Hub, for its claim filed and allowed against the estate, as per receipt herewith exhibited, to wit:	42.95
19. And for an amount paid Carol W. Covell, for her claim fil- ed and allowed against the estate, as per receipt herewith ex- hibited, to wit:	45.00
20. And for an amount paid Holland & Thompson for their claim filed and allowed against the estate, as per receipt herewith exhibited, to wit:	5.85
21. And for an amount paid Wm. McKenney Tilghman for his claim filed and allowed against the estate, as per receipt herewith exhibited, to wit:	3.00
22. And for an amount paid F. G. Jump for his claim filed and allowed against the estate, as per receipt herewith exhibited, to wit:	6.45
23. And for an amount paid Dr. W. N. Palmer, for his claim fil- ed and allowed against the estate, as per receipt herewith ex- hibited, to wit:	50.00
24. And for an amount allowed J. Lemuel Roberts, for his claim filed and allowed against the estate, as per receipt herewith ex- hibited, to wit:	7.85
Total amount of estate after expenses have been allowed brought forward, to wit:	\$4,675.81
25. And for an amount allowed J. Lemuel Roberts, for telephone bill paid by him for phone services on telephone in residence of the deceased, as per receipt herewith exhibited, to wit:	4.40 1,388.37
Amount brought down, to wit:	3,287.44
Less Interest collected,	187.95
	<u>3,099.49</u>
Less Collateral Inheritance Tax at the rate of 5% on the sum of \$3,099.49, to wit:	154.97
	<u>2,944.52</u>
Interest collected on investments after the death of the deceased, to wit:	187.95
Amount for distribution, to wit:	\$3,132.47

IN RE ESTATE OF
CHARLES H. BURGESS,
DECEASED.

In the Orphans' Court of
Queen Anne's County.
No. 2026.

DISTRIBUTION

The Distribution Account of J. Lemuel Roberts, Executor of the last Will and Testament of Charles H. Burgess, late of Queen Anne's County, deceased, said will bearing date the 30th day of May, 1933, and recorded in Liber W. T. B. No. 3, folio 461, etc., a Will Record Book for Queen Anne's County.

Amount for distribution as shown by the First and Final Administration Account of J. Lemuel Roberts, Executor as aforesaid, to wit: \$ 3,287.44

Less Collateral Inheritance Tax of 5%, to wit: 154.97

Leaving this balance for distribution and distributed in accordance with the provisions of the last Will and Testament of the said Charles H. Burgess, said sum being 382008% of \$8,200.00 the total amount of the legacies bequeathed. \$ 3,132.47

Unto J. Lemuel Roberts, in trust for Mrs. E. Caroline VanDyke for and during the term of her natural life and at her death to be equally divided among the following and since the said E. Caroline VanDyke has since departed this life the said legacy is hereby equally divided, as follows, to wit:

- Unto Dorothy Bolte Osborne 1/8 of 382008% of \$2,000.00 or the sum of \$95.51
- Unto Margaret Clifton, 1/8 of 382008% of \$2,000.00 or the sum of 95.51
- Unto Mary Clifton, 1/8 of 382008% of \$2,000.00 or the sum of 95.50
- Unto Anita Schaefer, 1/8 of 382008% of \$2,000.00 or the sum of 95.50
- Unto Elizabeth H. Westcott, 1/8 of 382008% of \$2,000.00 or the sum of 95.50
- Unto Jehu Clifton 1/8 of 382008% of \$2,000.00 or the sum of 95.50
- Unto Gladys B. Clifton, 1/8 of 382008% of \$2,000.00 or the sum of 95.50
- Unto Eleanor Chambers, 1/8 of 382008% of \$2,000.00 or the sum of, 95.50 764.02

And unto Annie E. Cahoon, sister of the deceased, in accordance with Item 2 of said will, to wit: 382008% of \$500.00, or the sum of 191.01

Unto Edith A. Bolte, in accordance with Item 3 of said will, to wit: 382008% of \$500.00, or the sum of, 191.01

Unto Jehu Clifton, in accordance with Item 4 of said will, to wit: 382008% of \$2,000.00, or the sum of 764.02

Unto Dorothy Bolte Osborne, in accordance with Item 5 of said will, to wit: 382008% of \$500.00 or the sum of 191.01

Unto Margaret Clifton, in accordance with Item 5 of said will, to wit: 382008% of \$500.00 or the sum of 191.00

Unto Mary Clifton, in accordance with Item 6 of said will, to wit: 382008% of \$500.00, or the sum of: 191.00

Unto Anita Schaefer, in accordance with Item 7 of said will, to wit: 382008% of \$500.00, or the sum of: 191.00

Unto Elizabeth H. Westcott, in accordance with Item 8 of said will, to wit: 382008% of \$500.00, or the sum of, 191.00

Unto Rosa Thomas, in accordance with Item 9 of said will, to wit: 382008% of \$100.00, or the sum of: 38.20

Unto Gladys Burgess Clifton, in accordance with Item 10 of said Will, to wit: 382008% of \$250.00, or the sum of, 95.50

Unto Eleanor Chambers, in accordance with Item 11 of said will, to wit: 382008% of \$250.00, or the sum of: 95.50

Unto Jos. M. Parvis, Jr., in accordance with Item 12 of said will, to wit: 382008% of \$100.00, or the sum of: 38.20 2,368.45

Amount for distribution and distributed in accordance with the said last will and testament of the said Charles H. Burgess, deceased, to wit: \$3,132.47 \$3,132.47

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, SCT:

This 25th day of May, A. D., 1935.

Then came J. Lemuel Roberts Executor of Charles H. Burgess, late of Queen Anne's County, State of Maryland, deceased, and made oath in due form of law that the foregoing and within account of Administration is just and true as stated, and that he has bona fide paid or secured to be paid the several sums for which he therein claims an allowance.

Certified per Norman S. Dudley Register of Wills for Queen Anne's County.

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

28th day of May, A. D., 1935.

The foregoing account of Administration was duly examined and passed by the Court and hereby ordered to be recorded.

Henry H. Evans J. W. Stack Palmer C. Pippin Judges of the Orphans' Court for Queen Anne's County.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the First and Final Administration Account and Distribution of J. Lemuel Roberts, Executor of the Last Will and Testament of Charles H. Burgess, deceased, as filed and passed in this office on May 29, 1935, and which is filed among the papers of the aforesaid estate 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 28th day of June, 1935.

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

Seal's Place.

This paperwriting was filed with me by J. Lemuel Roberts at the time the auditor took the attached testimony.

MADISON BROWN

NISI RATIFICATION OF AUDIT

J. Lemuel Roberts, Executor, et. al. VS. Margaret Clifton, et. al. IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CASE NO. 3008.

ORDERED, This 2nd day of July in the year nineteen hundred and thirty five that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 27th day of July 1935; provided a copy of this order be published once a week in each of two successive weeks before the 19th day of July 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed July 2nd, 1935.

CERTIFICATE OF PUBLICATION OF ORDER OF RATIFICATION NISI ON AUDIT. Filed July 25, 1935.

NISI RATIFICATION OF AUDIT

J. LEMUEL ROBERTS,
 Executor, et. al.
 vs.
 MARY CLIFTON, et al.

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

Case No. 3008

ORDERED, This 2nd day of July in the year nineteen hundred and thirty-five that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 27th day of July 1935; provided a copy of this order be published once a week in each of two successive week before the 19th day of July 1935 in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
 True Copy Test:
 WILLIAM H. CARTER, Clerk
 Filed July 2, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., July 25, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of J. Lemuel Roberts, Executor, et. al. vs. Mary Clifton, et al. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Queen Anne's County, Maryland, once a week for two successive the first publication thereof having been made in said newspaper on the 4th day of July, 1935, being more than two weeks before the 19th day of July, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed July 25th, 1935.

ORDER OF COURT
 Filed August 1, 1935.

ORDERED, this first day of August in the year nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing report and account of the Auditor be, and they 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 Trustees are directed to distribute the proceeds accordingly with a due proportion of interest as the same has been or may be received.

THOS. J. KEATING

Filed Aug. 1st, 1935.







Continued from Page 201.

J. FRANK HARPER,
Assignee of Mortgage,

vs.

WILLIAM H. DeLACY and
ANNETTE DeLACY, his wife,
Mortgagors.

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

Cause No. 3007.

FINAL RATIFICATION OF AUDIT

ORDERED, this 16th day of January in the year nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Assignee, J. Frank Harper, 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.

J. OWEN KNOTTS

Filed Jan. 16th, 1935.

Continued from Page 310.

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

Case No. 3011

ORDERED, This 18th day of February in the year nineteen hundred and thirty-five that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 15th day of March 1935; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of March, 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy

Test: William H. Carter, Clerk.

Filed February 18, 1935.

THE QUEEN ANNE'S RECORD

Centreville * Maryland

March 18, 1935

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Nisi Ratification of Audit in the case of Wm. R. Horney, Assignee of Mortgage vs. Margaret K. Brown a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive wks, the first publication thereof having been made in said newspaper on the 21 st. day of February 1935, being more than two wks before the 8th day of March 1935.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By Marie K. Connolly

ORDER OF COURT

Filed October 21, 1935.

WILLIAM R. HORNEY,
Assignee of Mortgage,

vs.

MARGARET K. BROWN,
Mortgagor.

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

Cause No. 3011.

FINAL RATIFICATION OF AUDIT

ORDERED, this 2nd. day of May, 1935, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

THOS. J. KEATING

Filed October 21st, 1935.

Brought forward from folio 40.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed February 2, 1937.

N I S I

JOHN A. TOBIN, et al.
vs.
SUSAN A. JEFFERSON,
et al.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 2909

ORDERED, This 26th day of August A. D., 1936, that the sale of Real Estate made and reported in this cause by Herbert E. Perkins, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of September next.

The Report states the amount of sales to be \$150.00.

WILLIAM H. CARTER, Clerk
True Copy Test:
WILLIAM H. CARTER, Clerk
Filed August 26th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., February 2, 1937

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of John A. Tobin, et al vs. Susan B. Jefferson, 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 27th day of August, 1936, being more than four weeks before the 30th day of September, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly.

Filed February 2, 1937.

ORDER OF COURT
Filed February 2, 1937.

FINAL ORDER OF RATIFICATION

Ordered by the Circuit Court for Queen Anne's County, In Equity, this second day of February, 1937, that the sale made and reported by Herbert E. Perkins, Trustee, aforesaid be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and Herbert E. Perkins, Trustee, is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

The exceptions filed by Susan B. Jefferson on September, 1936, appearing to have been withdrawn on this day and date.

THOMAS J. KEATING

Filed February 2, 1937.

REPORT AND ACCOUNT OF THE AUDITOR
Filed April 8, 1937.

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

John A. Tobin, et al.,

vs.

Susan B. Jefferson, et al.

Cause No. 2909.

To the Honorable, the Judges of said court:

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

That with the bill of complaint, and with the testimony filed in this cause, two claims by way of judgments are filed against the land of Thomas M. Jefferson. Each claim is represented by a certified copy of the judgment, and each copy is verified by the affidavit of the judgment creditor. One claim or copy is marked "Exhibit A" and the other "Exhibit B".

The plaintiff in each case is John P. Jefferson and each judgment was obtained the same date, and the auditor takes the view that they stand on an equal footing. These judgment claims are the only ones filed in this cause and they appear to have been liens on the land described in the report of sale mentioned in this audit.

Mr. Perkins, the trustee, has stated to me that the claim mentioned in the bill of complaint of John A. Tobin has been settled and is not to be allowed out of sales distributed by this audit.

In the within account the Auditor has charged the trustee with the amount of the gross sales mentioned in the last report of sale, \$150.00 and at the request of the trustee with the gross rent of \$20.00 received by him from the land between the decree and sale of same. Then the Auditor has allowed thereout as follows: Unto the trustee, his commissions on the sale made by him, the costs now due the Clerk of the Court, additional cost of his bond, certain taxes paid or to be paid on the land sold, costs of advertising the order nisi on the sale and that to be passed as to this account, and the fee of the auditor. Unto Herbert E. Perkins the amount due him by the previous audit for over-payment of expenses of this cause. Unto the said John P. Jefferson the balance of charges made remaining after these allowances on account of his judgment claims which far exceed in amount this balance.

Which is respectfully submitted.

MADISON BROWN
Auditor.

April 8th, 1937.

Cause No. 2909.

The proceeds of the sale of the real estate of Thomas M. Jefferson, deceased, IN ACCOUNT WITH Herbert E. Perkins, trustee appointed by the decree passed in this cause to make sale of the same.

1936		CR.
Aug. 26	By amount of the gross sale of land reported sold in the report of the trustee filed this date, as per report appears, to wit:	\$150.00
Mar. 19	By amount of gross rent received from above described land prior to the sale of same by the trustee who desires to be charged with same, to wit: the sum of	<u>20.00</u>
TOTAL Credits.		\$170.00
1936		DR.
Aug. 26	To Herbert E. Perkins, the trustee, for his commissions on the amount of the above mentioned sales of land, per rule of court, to wit:	\$10.50
	To do., for the costs now due the Clerk of this Court under and from the filing of said report of sale, per bill of costs of the Clerk exhibited to the Auditor, to wit:	6.75
	To do., for the amount of a premium due upon his bond with corporate surety filed herein, paid said surety per receipt for same exhibited, to wit:	10.00
	To do., for amount of state and county taxes for year 1932 on the land above mentioned, and interest thereon, paid Anna Q. Skinner, collector of taxes, as per her receipted tax statement for same exhibited appears, to wit:	6.22
	To do., for amount of state and county taxes for year 1933 on land above mentioned and certain interest thereon paid Anna Q. Skinner, collector of taxes, as per receipted tax statement for same exhibited appears, to wit: the sum of	4.00

To do., for amount of state and county taxes for year 1934 on above mentioned land and the interest and costs thereon, per tax statement of Anna Q. Skinner, collector of taxes exhibited, to wit: 3.84

To amounts carried forward \$41.31 \$170.00

Cause No. 2909

The proceeds of the sale of the real estate of Thomas M. Jefferson, deceased, IN ACCOUNT WITH Herbert E. Perkins, trustee appointed by the decree passed in this cause to make sale of the same.

	DR.	CR.
To amounts brought forward	\$41.31	\$170.00
<hr style="width: 50%; margin: auto;"/>		
DR.		
To Herbert E. Perkins, trustee, for the state and county taxes for year 1935 on the land above mentioned, to wit: the sum of	4.27	
To do., for the costs of advertising the order nisi relating to the sale of the above described land heretofore passed and advertised, to wit: the sum of	5.00	
To do., for the costs of advertising the order nisi to be passed in relation to this audit, to wit: the sum of	3.50	
To Madison Brown, auditor, for stating this account, the sum of	9.00	
To Herbert E. Perkins, for the balance due him as trustee by the audit filed in this cause July 3, 1934, as per said audit appears, to wit: the sum of	<u>44.71</u>	
	\$107.79	
To John P. Jefferson, judgment creditor, on account of his two judgment claims filed herein (see report of the auditor herewith attached) this balance, to wit:	<u>62.21</u>	
	\$170.00	\$170.00

April 8th, 1937.

MADISON BROWN
Auditor.

Filed April 8th, 1937.

NISI RATIFICATION OF AUDIT

John A. Tobin, et. al.	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Susan B. Jefferson, Executrix, et. al.	)	IN EQUITY
	)	CASE No. 2909.

ORDERED, This 8th day of April in the year nineteen hundred and 37 that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of May, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of April, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed April 8th, 1937.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed May 15, 1937.

NISI RATIFICATION OF AUDIT

JOHN A. TOBIN, et. al.
vs.
SUSAN B. JEFFERSON
Executrix, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2909.

ORDERED, This 8th day of April in the year nineteen hundred and thirty seven that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 7th day of May, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of April, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk
True Copy-
Test:
WILLIAM H. CARTER, Clerk.

Filed April 8th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 15, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of John A. Tobin, et al. vs. Susan B. Jefferson, Ex. et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two weeks the first publication thereof having been made in said newspaper on the 15th day of April, 1937, being more than two weeks before the 30th day of April 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.
By BERTHA G. DURNEY

Filed May 15, 1937.

ORDER OF COURT
Filed May 22nd, 1937.

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

John A. Tobin, et al.,)
vs.) Cause No. 2909
Susan B. Jefferson et al.)

Ordered this 22nd day of May, 1937, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing report and account of the Auditor, be and hereby is finally ratified and confirmed, no cause to the contrary thereof having been shown; although notice appears to have been given as directed by the previous order nisi passed thereon.

The Assignee is directed to distribute the proceeds of sale accordingly with a due proportion of interest as the may has been or may hereafter be received.

THOS. J. KEATING

Filed May 22nd, 1937.

Mary P. B. Findlay, Debt,	\$ 32.00	
Elizabeth H. French, Debt,	\$ 18.00	
Dr. J. Albert Chatard, Professional Service,	\$ 60.00	
Register of Wills, Inventories and Appraisal,	59.05	
Register of Wills, Certified copies,	4.00	
Recording Will in Pennsylvania,	15.00	
Recording Assignments in Queen Anne's County,	10.00	
Recording Assignments in Baltimore City,	5.00	
Accountants' Commissions:		
10% on \$20,000.00	\$2,000.00	
2% on \$11,470.93,	229.42	
total	\$2,229.42	
Less State tax,	222.94	2,006.48
Register of Wills, State tax,		222.94
Register of Wills, Account, Copy,		11.00
Orders of Court and filing release,		5.00
Preparing releases,		1.50
Notary Fees,		\$2,816.67

DISTRIBUTION AS PER TERMS OF WILL.

To H. Findlay French, in accordance with paragraph two of Will,	\$5,000.00	
Less Collateral Inheritance tax, 5%,	250.00	\$4,750.00

The above legacy paid by transfer to legatee of the following:

	Appraised Value:	
\$1,000. United Railways & Electric co., 1st Colsol, Mortgage, 4's, 1949,	\$600.00	
1,000. First Mortgage Certificate, Mortgage Guarantee Company, Baltimore, Maryland, 5½'s, January 20, 1935. (No. 3512, Roland Park Apts. Co.)	990.00	
2,000. First Mortgage Certificate, Mortgage Guarantee Company, Baltimore, Maryland, 5½'s, January 25, 1933. (No 3871, Wyman Park Apts. Co.)	1,980.00	
300. Stock, Baltimore City, new Sewerage Improvements Loan, 1961, Cash,	288.00 892.00	\$ 4,750.00
Register of Wills Collateral Tax on above,		250.00
To Mary P. B. Findlay, Chattels as per Inventory, in accordance with paragraph three of will,		1,611.50
Collateral Tax 5% advanced by legatee,	80.58	
Whole Estate subject to Collateral Tax,	\$31,470.93	
Less Expenses,	\$2,816.67	
Less Specific legacies,	6,611.50	
Less Income since death,	\$1,496.48	
Less 2% thereon,	29.93	1,466.55
		10,894.72
Net Estate subject to Collateral Tax.	20,576.21	
To Register of Wills, 5% Collateral Tax.		1,028.81
Forward		\$7,640.31
Balance of Estate for distribution,	\$21,013.95	
To Mary P. B. Findlay:		
1/6 Parsons Island Mortgage,	\$1,250.00	
1/6 11 W. Fayette Street Mortgage,	8,500.00	
1/6 \$6000.00 Security Bond & Mortgage 6's, 1932,	88.00	
Cash,	668.97	
To Elizabeth H. French:		
1/6 Parson Island Mortgage,	1,250.00	
1/6 11 W. Fayette Street Mortgage,	8,500.00	
1/6 \$6000.00 Security Bond & Mortgage 6's, 1932 ,	88.00	
Cash	668.98	
TOTAL DISTRIBUTIONS,		\$28,654.26
TOTAL EXPENSES,		2,816.67
TOTAL ESTATE ACCOUNTED FOR		\$31,470.93

Mary P. B. Findlay
H. Findlay French

BALTIMORE MAY 12, 1930

RECEIVED FOR THE USE OF THE STATE OF MARYLAND
 OF Mary P. B. Findlay and H. Findlay French, Executors of the Estate of Ellen Boyd Findlay, deceased, the sum of Eighty -----Dollars, and Fifty-eight-----cents, being "a Tax or Duty of Five Per Centum" on \$1611.50 the amount of certain collateral Legacies bequeathed by the Will of the said deceased, and which are subject to said Tax or Duty for the use of said State in pursuance of the Moaryland Code of Public General Laws, Article 81, Sections 124 and 148, Code of 1924.

On \$1611.50 Legacy to Mary P. B. Findlay \$80.58

EDWIN R. DOWNES
 REGISTER OF WILLS

BALTIMORE May 12th 1930

RECEIVED FOR THE USE OF THE STATE OF MARYLAND
 OF Mary P. B. Findlay and H. Findlay French, Executors of the Estate of Ellen Boyd Findlay, deceased, the sum of Ten Hundred and Twenty eight-----Dollars, and Eighty-one-----cents, being "a Tax or Duty of Five Per Centum" on \$ 20,576.21 the amount of certain collateral Legacies bequeathed by the Will of the said deceased, and which are subject to said Tax or Duty for the use of said State in pursuance of the Maryland Code of Public General Laws, Article 81, Section 124 and 148, Code of 1924.

On \$20,576.21 Residue to Elizabeth H. French, et al.
 \$1028.81

EDWIN R. DOWNES
 REGISTER OF WILLS

BALTIMORE May 12th 1930

RECEIVED FOR THE USE OF THE STATE OF MARYLAND
 of Mary P. B. Findlay and H. Findlay French, Executors of the Estate of Ellen Boyd Findlay deceased, the sum of Two Hundred and Fifty-----Dollars, and .00-----cents, being "a Tax or Duty of Five Per Centum" on \$5000.00 the amount of certain collateral Legacies bequeathed by the Will of the said deceased, and which are subject to said Tax or Duty for the use of said State in pursuance of the Maryland Code of Public General Laws, Article 81, Section 124 and 148, Code of 1924.

On \$5000.00 Legacy to H. Findlay French
 \$250.00

EDWIN R. DOWNES
 REGISTER OF WILLS

BALTIMORE CITY, ss.

On the 10th day of May, 1930, came H. Findlay French, one of the Executors of Ellen B. Findlay, deceased, and made oath in due form of law that the foregoing account is just and true as stated, and that he has paid or secured the payment of every sum or sums for which he craves an allowance, which, after examination, is passed by order of the Orphans' Court.

Test:

ANGELA KELLY
 NOTARY PUBLIC

207

5000-10-29

STATE OF MARYLAND

BALTIMORE CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and by law, keeper of the Seal and of the Record, and of the original Paper of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the foregoing is a true and full copy of the First Administration Account Estate of Ellen Boyd Findlay late of said city, deceased, taken from Adm. Liber E. R. D # 301 Folio 478, being one of the record filed recorded and kept in the office of the Register of Wills for Baltimore City.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court and office, this 6 day of Febtuaty, in the year of our Lord nineteen hundred and thirty-five

(SEALS)
 (PLACE.)

John H. Bouse
 Register of Wills for Baltimore
 City.

REPORT OF SALE, AFFIDAVITT
ORDER NISI, AND FINAL ORDER
OF RATIFICATION.
Filed November, 28th, 1934

H. Findlay French,
Assignee

vs.

Jonathan Brown
and
Mary E. Brown, his wife
Mortgagor

In THE CIRCUIT COURT

For
Queen Anne's County

in Equity,

Cause No. 3010.

To the Honorable, the Judge of said Court:

The Report of H. Findlay French, Assignee of the Mortgage from Jonathan Brown and Mary E. Brown, his wife, to Ellen B. Findlay, Mary P. B. Findlay and Elizabeth H. French, dated November the 17th, in the year 1924, and recorded in Liber B. H. T. No. 2 folios 492, to one of the Land Record Books for Queen Anne's County, State of Maryland, and by mense assignments, assigned to H. Findlay French, on the 29th day of August in the year 1934, which assignment is recorded at the foot of the aforesaid mortgage, in the aforesaid Liber, which said Mortgage authorized the said Mortgagees, their personal representatives, successors, or assigns, to make sale of the said Mortgaged premises, in case of any default, in the terms, condition and covenants of the said Mortgage, shows that default was made in the non payment of the mortgage debt, interest, and taxes; and that after giving bond with security approved by the Clerk of this Court, and filed with him previous to the day of sale, for the faithful discharge of the trust reposed in him, and after giving more than twenty days previous notice of the time, place, manner and terms of sale, by advertisement inserted in the Centreville Observer, a weekly newspaper printed and published in said Queen Anne's County, State of Maryland, a certified copy of which said advertisement is herewith filed with this report of sale, and prayed to be taken as a part of the said Report of Sale, he did pursuant to said Notice and advertisement attend in person together with his Solicitor, in front of the Courthouse door in the Town of Centreville, in Queen Anne's County, State of Maryland, on Saturday, October the 13th, in the year 1934, at the hour of 2:30 o'clock P. M. and did then and there proceed to sell the mortgaged property mentioned and described in the aforesaid Mortgage and in the aforesaid advertisement as follows, To wit: All that farm in Queen Anne's County, in the State of Maryland, known as "Parson Island", in the Fourth Election District of Queen Anne's County, Maryland, in Eastern Bay, and separated from "Parson Point", on Kent Island, by a small stream of water, (this description in the mortgage being taken from old Plats and Deeds, for at the present time this "small stream of water", is near one-half mile or more or less wide) containing 140 acres of land more or less (this quantity of land is taken from the aforesaid description of it in the aforesaid Mortgage, but since the Mortgage was executed, and on account of erosion the said Island is probably ten or fifteen acres more or less, less than the 140 acres mentioned in said Mortgage) and being the same land described in the aforesaid Mortgage, with the above notations, to which said Mortgage and the references therein, especial reference is hereby made for an accurate description of the Mortgaged property sold under the said Mortgage, and your assignee offered the said Mortgaged property as a whole, and not by the acre; and after crying the sale for some time the said Mortgaged property as a whole was struck off to one John J. Engel, 726 Federal Street, Camden, New Jersey, who was the highest bidder, at and for the sum of \$7500.00, who gave your Assignee his check for \$2500.00, on the North Camden trust Company of Camden, New Jersey, assuring your assignee in the presence of his Solicitor, (J. H. C. Legg, Esq.,) that the check was good, Your assignee returned to Baltimore, and on Monday morning deposited the check for collection with his bank, the Equitable Trust Company of Baltimore, instructing the said Company to send it direct for immediate collection to the North Camden Trust Company, and on Tuesday had this bank telephone the said Trust Company to make sure that the check had arrived and had been honored, only to find that the said check was being returned to Baltimore marked "payment stopped". Your assignee thereupon left early Wednesday morning, October 17th, for Camden, New Jersey, where, after inquiring into this matter in several quarters, including the North Camden Trust Company, succeeded finally in locating Mr. Engel who stated to your assignee that he would be able to make the said check good by Friday October 19th, Your assignee thereupon returned to Baltimore, and received from the Equitable Trust Company said Engel's check for \$2500.00 above referred to, which had been sent back marked "payment stopped". Your assignee, not having heard from Mr. Engel, as promised, wired him on October 19th as follows: "Hoped it would be unnecessary to wire you today that action is essential to obviate grave returned check situate still outstanding." Your assignee has not heard from him in any way. Your assignee is confident from the investigation and from information he has gathered, that Engel is unable to comply with the terms of sale, and your assignee has this day sold the said Mortgaged Property to Mary P. B. Findlay and Elizabeth H. French, at Private Sale, at and for the sum of Seventy-five Hundred Dollars, and reports that the purchasers will comply fully with the terms of sale, upon the Final ratification of the said Private Sale by this Honorable Court.

All of which is respectfully submitted by

H. Findlay French
Assignee of Mortgage for Foreclosure
and collection.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 14 day of November, in the year Nineteen Hundred and Thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared H. Findlay French,

Assignee of the Mortgage, as hereinbefore set out, in the foregoing Report of Sale and made oath in due form of Law, that the matters and things stated in the foregoing Report of Sale are just and true to the best of his knowledge and belief, and that the Private Sale therein reported was fairly and bona fide made. In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal, the day and year first above written.

Ruth M. Marriner
Notary Public.

NOTARY PUBLIC
SEAL.

FINAL ORDER OF RATIFICATION.

ORDERED BY THOMAS J. KEATING, ONE OF THE ASSOCIATE JUDGES, Of the CIRCUIT COURT, of Queen Anne's County, in Equity, and by the authority of the said Court, upon this 9th day of February in the year, nineteen hundred and thirty five, that the sales of the real estate made and reported in this Case by H. Findlay French Assignee of the Mortgage aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given in accordance with the Order Nisi heretofore passed in said Case and the Assignee is allowed the usual commissions allowed by the Mortgage, and such proper expenses as he shall produce vouchers for to the Auditor.

Thos. J. Keating

Filed Feb. 9th, 1935

~~XX~~

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

H. Findlay French,
Assignee,

vs.

CAUSE NO 3010.

Johathan Brown, and
Mary E. Brown, his wife,
Mortgagors.

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To the Honorable, the Judge of said Court:-

I, Madison Brown, your auditor, do hereby make the following report, that is to say:

The Proceedings of this cause were instituted for the collection of the mortgage debt mentioned herein by sale of the mortgaged property, and the sale of the cause is not sufficient in amount for the payment of the debt.

I have stated the within account by first charging H. Findlay French, the vendor of the cause and assignee of the mortgage, with the gross proceeds of sale made and reported by him, and have then allowed thereout as follows:-

Unto said vendor, his commissions for making sale, counsel fee per terms of the mortgage, costs of his bond with corporate surety filed, court costs, taxes for 1934 on mortgaged property per report of sale, costs of advertising the sale and several orders nisi of the cause, auctioneer's charges and fee of the auditor. Then unto H. Findlay French as assignee of the mortgage the balances of the sale remaining after these allowances in part payment of the mortgage indebtedness due him on the day of sale.

I have appended below as part of this audit a statement showing the amount of debt remaining after the above distribution thereto.

Which is respectfully submitted.

April 29, 1935.

Madison Brown
Auditor

STATEMENT OF DEBT.

Jonathan Brown, mortgager,
unto

H. Findlay French, assignee of

		mortgage	DR.
1934, Oct. 13	To amount of the mortgage debt due on		
" "	this date	\$6,972.08	
" "	To additional interest from Oct. 13		
	to November 14, 1934.,	36.02	
		<u>\$7,008.10</u>	
	CR. By amount distributed thereto by		
	this account	\$6,936.95	
1934, Nov. 14	To balance due with interest from 11/14/34/.	\$71.15	

Cause No. 3010

The proceeds of the sale of the mortgaged real estate of Johathan Brown and Mary E. Brown, his wife, mortgagors making the mortgage mentioned in this cause, in account with H. Findlay French, the assignee of this mortgage and vendor making the sale of this cause.



CR.

1934
Nov.
14

By gross proceeds of sale, per report filed this date \$7,500.00

" "

DR.

To H. Findlay French, party making the sale for his commissions for so doing, per terms of the mortgage, the sum of \$345 00 .

To do., for counsel fee for conducting these proceedings allowed per terms of the mortgage, the sum of 25.00

To do., for amount paid Anna Q. Skinner, treas., and collectors of taxes for state and county taxes on property sold for years 1934, paid per report of sale, per tax statement received appears, the sum of 60.05

To do., for the costs of his bond with corporate surety thereon paid said surety, per receipted statement for same appears, to wit: 40.00

To do., for the costs of advertising in The Centreville Observer, notice of sale \$16.50
order nisi on sale 5.00
order nisi on audit 3.75
\$25.25 25.25
per receipted account exhibited.

To do., for the court costs of this cause per statement of Clerk exhibited as follows:
Costs of the Clerk, paid \$23.75
Appear. fee of J. H. C. Legg 10.00
sum of \$33.75 33.75

To do., for the charges of J. E. Anthony, auctioneer for crying the sale, per receipt for same exhibited, the sum of 25.00

To Madison Brown, auditor, for stating this account the sum of 9.00

\$563.05

To H. Findlay French, assignee of the mortgage, in part payment of the mortgage debt of \$6,972.08 under the mortgage of this cause, per statement of debt filed, this balance . . . \$6,936.95

\$7,500.00 \$7,500.00

April 29, 1935.

Madison Brown
Auditor

NISI RATIFICATION OF AUDIT

H. Findlay French	()	IN THE CIRCUIT COURT
Assignee	()	
	()	FOR QUEEN ANNE'S COUNTY
vs.	()	
	()	IN EQUITY
Jonathan Brown and	()	
Mary E. Brown, his wife	()	CASE NO. 3010.
Mortgagors.	()	

ORDERED, This 1st day of May in the year nineteen hundred and thirty-five that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 25th day of May 1935; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of May 1935 in some newspaper printed and published in Queen Anne's County.

William H. Carter Clerk

Filed May 1st. 1935.

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

Charles H. BUCK
Assignee of Mortgage,

VS.

Catherine F. Walker and
W. Irving Walker, her
husband.

Cause No. 2884

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 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 endor 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 allowances mentioned in part payment of the mortgage 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 sale and after application to the debt of the net proceeds of sale of this cause.

Which is respectfully submitted.

March 1, 1935

Madison Brown
Auditor

Cause No 2884.

The proceeds of the sale of the mortgaged real estate of Catherine F. Walker (mortgagor making the mortgage mentioned in this cause) called the "Murdock Corner Farm", in account with Charles H. Buck, assignee of said mortgage and as such the party selling said real estate in the proceedings of this cause.

CR.

1932
Nov.

7 By gross proceeds of said sale made this date,
per report of sale filed November 18, 1932,
to wit:- \$1,000.00

DR.

TO Charles H. Buck, party making the sale, for his
commissions of 5 per centum for so doing per
terms of said mortgage, the sum of \$50.00

To do., for his fee for making the sale, as
provided in said mortgage, the sum of 25.00

To do., for the costs or premium of his bond
filed herein paid corporate surety on said
bond, per receipted account for same ex-
hibited, the sum of 10.00

To do., for the charge of E. T. Newell & Co.
auctioneer, for crying said sale per
receipted account for same exhibited, the
sum of 10.00

To do., for the costs of advertising notice of
the sale and order nisi thereon in Centreville
Observer, per receipted account for same ex-
hibited, the sum of 45.00

To do., for the court costs of this cause paid
the Clerk per his receipted statement, as
follows:-
Costs of Wm. H. Carter, clerk. 18.75
Appears fee of Elmer H. Hopper. 10.00 28.75

To do., for state and County taxes paid by him
on said real estate to F. C. Stevens, treas.
for 1930. \$96.24

A. Q. Skinner, treas. for 1931.	91.08	
A. Q. Skinner, treas. for 1932.	<u>79.14</u>	266.46
To do., for costs of revenue stamps from him to purchaser per terms of sale. . . . .		.50
to do., for costs of advertising the order nisi to be passed as to this account.		2.50
To Madison Brown, auditor, for stating this account, sum of		9.00
To Charles H. Buck, assignee, on account of his mortgage debt, this balance. . . . .		.552.79
		<u>\$1,000.00</u> <u>\$1,000.00</u>

March 1, 1935.

Madison Brown
Auditor

Cause No. 2884.

STATEMENT OF DEBT.

Catherine F. Walker, mortgagor,
to
Charles H. Buck, assignee.

1932		
Nov. 7.	To amount of mortgage debt due by her to him under mortgage dated July 1, 1926, described in this cause, on this date, day of sale, per mortgage statement filed	\$2,459.62
	CR	
" "	By net proceeds of the sale of this cause per within account	<u>552.79</u>
	DR.	
	To balance due by her to him bearing interest from November 7, 1932.	\$1,906.83

March 1, 1935.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT

Charles H. Buck, Assignee of Mortgage,	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	IN EQUITY
Catherine F. Walker and W. Irving Walker, her husband.	CASE. NO. 2884.

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 contrary thereof be shown on or before the 29th day of 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.

Filed March 6, 1935.

William H. Carter Clerk

